
September 11, 2024
7:00 p.m.

Brooklyn Park Council Chambers
5200 85th Avenue North
Brooklyn Park, MN 55443

PLANNING COMMISSION REGULAR MEETING – AGENDA #13

For reasonable accommodations or alternative formats, please provide a 72-hour notice by calling 763-424-8000 or emailing chris.xiong@brooklynpark.org. Si usted necesita esta información en español, llame al 763-424-8000 y solicite un intérprete. Yog xav tau kev pab, hu 763-493-8059.

Commissioners: Chair Liam Cavin, Vice Chair Kathy Fraser, General Officer Teshite Wako, Christopher Udomah, Philip Gaye-Bai, Maggie Borer, Shereese Turner, Abdo Korosso, and Chukwunedu Arah.
City Councilmember Liaison Tony McGarvey.
Staff Liaison Planning Director Paul Mogush, Interim Planning Director Erin Perdu, Erin McDermott, Cara Donovan, and Matt Hayes-Regan.

Members of the public can monitor the meeting by watching it on CCX Media Channel 16 or by livestreaming it at https://nwscce-brooklynpark.granicus.com/ViewPublisher.php?view_id=5.

Anyone who wants to address the Planning Commission during the Public Comment period may do so in person or by calling **763-493-8057** or emailing planning@brooklynpark.org by 4:00 p.m. on the meeting day. You will be asked to provide your name, address, email, and phone number. You will then be registered to speak during the Public Comment period or on the agenda item and will be provided with the call-in number to address the Planning Commission.

I. ORGANIZATIONAL BUSINESS

- 1. CALL TO ORDER/ROLL CALL/PLEDGE OF ALLEGIANCE**
- 2. EXPLANATION BY CHAIR**

Please be advised that the public hearings are recorded and televised live on cable television and web-streamed over the internet at brooklynpark.org. The audio system will not pick up comments from the seating area. If you want to be heard and made a part of the public record, please go to the podium or, if participating remotely, turn on your camera; speak into the microphone, stating your full name and address. Please sign the public hearing logbook on the table near the entrance to the Council Chambers if you are attending in person to ensure accuracy of name and address in the public record. Please note that the agenda for tonight's meeting indicates that the Commission Chair has the prerogative to invoke a time limit for speakers during any public hearing in the interest of maintaining focus and the effective use of time. Thank you in advance for your cooperation.

The Planning Commission consists of 11 resident-volunteer members, two of which are young adult members, appointed by the City Council to advise the City Council on planning and land use issues. The Commission discusses and evaluates development proposals based on zoning regulations and comprehensive plan policies. The Planning Commission vote is a recommendation that is forwarded to the City Council for official and final action.

- 3. APPROVAL OF AGENDA**

II. REQUIRED DUTIES

4. CONSENT AGENDA

4.1 Approval of Minutes August 14, 2024 Regular Meeting

5. PUBLIC HEARING

5.1 Planning Case #24-114 | Brooklyn Park Pet Hospital | 6001 5815 80th Ave N | Site Plan Review Application | Zoning Code Variance Request Application

This request is for the construction of an addition to the existing structure located at 5815 80th Ave N and parking lot expansion. The addition will expand a portion of the existing structure to the east, increasing the footprint of the structure by 900 square feet. The parking lot expansion will construct 8 additional parking stalls by expanding the existing parking lot to the south with a proposed 10.3-foot setback from the adjacent property.

5.2 Planning Case #24-115 | 6301 Welcome Ave | Conditional Use Permit Application

The property owner, Caspian Tigers, LLC. has been operating auto oriented repair services out of this property, as well as the adjacent property to the north which is under the same ownership, and which obtained Conditional Use Permit (CUP) approvals in 2023. This application is a request to change conditions to an existing CUP issued in 1989 (CUP #1989-3442).

This property has been the subject of joint enforcement efforts of the Environmental Health Division, and the Brooklyn Park Police Department, who recommended conditions be added to increase safety impacts on the neighborhood. The primary safety concern impacting the surrounding neighborhood is on-street parking, which is posing concerns about the safety of children living in the neighborhood as they walk to and from Fair Oaks Elementary school, a public school a block to the north of the subject property. Additional concerns with this property is the impact of outdoor storage of junk vehicles and tires, which are both a public nuisance and an eyesore, as well as negative traffic impacts with the delivery of vehicles as many tow companies are leaving vehicles to be repaired on the street which can hinder traffic and impedes the vision of motorists navigating Welcome Ave. City staff has continued working with the property owner to mitigate the impacts on this neighborhood through the CUP process.

6. OTHER BUSINESS

III. DISCUSSION ITEMS

IV. VERBAL REPORTS AND ANNOUNCEMENTS

7. COUNCILMEMBER LIAISON COMMENTS

8. PLANNING COMMISSION COMMENTS

9. STAFF LIAISON COMMENTS

V. ADJOURNMENT

UNAPPROVED MINUTES

MINUTES OF THE BROOKLYN PARK PLANNING COMMISSION Regular Meeting – AUGUST 14, 2024



1. CALL TO ORDER

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

2. ROLL CALL/PLEDGE OF ALLEGIANCE

Those present were: Commissioners Cavin, Borer, Fraser, Gaye-Bai, Udomah, and Wako; Council Liaison McGarvey; Interim Planning Director Erin Perdu, Senior Planner Kara Donovan, Associate Planner McDermott, and Matt Hayes Regan.

Those arrived late: Commissioner Turner.

Those not present were: Commissioners Arah and Korosso (with prior notice).

3. EXPLANATION BY CHAIR

4. APPROVAL OF AGENDA

THE AUGUST 14, 2024 AGENDA WAS APPROVED AS PRESENTED.

MOTION CARRIED UNANIMOUSLY.

5. CONSENT AGENDA

A. Minutes – July 10, 2024

MOTION WAKO, SECOND TO UDOMAH, APPROVE THE AUGUST 14, 2024 CONSENT AGENDA.

MOTION CARRIED UNANIMOUSLY.

6. PUBLIC HEARING

A. Planning Case #24-112 (The Brook) – Preliminary/Final Plat Application – Site Plan Review Application at 6001 94th Lane N.

Senior Planner McDermott introduced the application for The Brook, a 189-unit multi-family dwelling. They reviewed the subject property location and adjacent property uses noting that this property would be the first within the new mixed-use district. They reviewed details of the plat and site plan as proposed. They stated that staff recommends approval with the conditions noted in the draft resolution.

Della Kolpin (the applicant), introduced herself and stated that she is present as part of OV Development, providing information on the company. She provided information on other multi-family housing projects that the company has recently opened or is currently constructing in other communities. She explained why this site was attractive to them for this development because of its excellent access to jobs, shopping, entertainment, retail, transportation, and schools. She

provided an overview of the proposed project details including unit design, greenspace, amenities, and floor plan. She provided additional details on the proposed parking for the building and requested deviation.

Brandon Kline, project architect, provided details on the interaction between the building design and streetscape and also provided samples of the proposed project materials.

Ms. Kolpin provided additional details on the affordability portion of the project.

Commission Chair Cavin opened the public hearing.

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

Commissioner Udomah asked for the plan for snow storage and how that would impact parking.

Senior Planner McDermott identified parking spaces marked with cross hatching that would be used for snow storage in the winter and would be available for parking in the summer. They noted that those stalls were not included in the parking calculations.

Commissioner Udomah asked the number of stalls that would be impacted by snow storage in the worst-case scenarios.

Ms. Kolpin commented that eight to ten stalls have been identified for snow storage and if the snow exceeded that capacity, they would haul snow offsite. She reiterated that those stalls were not included in the parking totals, even though they would be available for use in the summer.

Commission Chair Cavin asked if there are trash bins outside.

Senior Planner McDermott replied that the waste enclosure would be contained within the underground parking and would be brought outside for trash collection on that day.

Commission Chair Cavin asked and received confirmation that the dog park area would be fenced. He stated that he loves the project location and walkability. He asked if there would be a discussion with Hy-Vee about the potential for carts to go between the store and this site.

Ms. Kolpin commented that they would plan to have a conversation with Hy-Vee and the property manager to ensure that does not happen.

Commissioner Fraser commented that she appreciated the modern, high-quality design noting that there has been a lot of thought as to what residents would need and want.

Commissioner Gaye-Bai commented that he is impressed with this project and hoped that the developer would look for other spaces in the community to develop as well.

Commissioner Turner arrived.

Commissioner Wako noted the high traffic generating uses in that area and asked if a traffic assessment was done when considering this number of units.

Senior Planner McDermott replied that the Traffic Engineer thoroughly reviewed this request, and the site was also reviewed thoroughly in the 610-corridor study. She stated that the City is also working with the County on improvement of 93rd Avenue.

Commissioner Wako asked if any traffic control improvement would be proposed for the surrounding intersections.

Senior Planner McDermott replied that a traffic light will be installed as part of the 93rd Avenue project. They stated that a stop sign would be required on Colorado to ensure the traffic flow exiting this project is maintained.

Commissioner Wako referenced the affordability element of the project and asked if there is any City financing in the project.

Senior Planner McDermott replied that the developer has not sought any financing for affordable units and is meeting the City affordability requirements without assistance from the City.

Commissioner Borer also commented on the traffic in that area, specifically at the Zane intersection and believed the City should consider that area separately from this project. She also asked for details on the entry and exits for the building.

Ms. Kolpin provided details on the different entry and exit points for the building. She also confirmed that they will have units designed for accessibility and handicap as required.

Commission Chair Cavin asked if there has been any thought to sustainability in this design.

Mr. Kline provided details on EV charging, high efficiency HVAC units, white roofs, and energy star and water sense appliances.

Commissioner Turner asked for more details on the affordability element.

Senior Planner McDermott provided details on the affordability policy within the mixed-use district, noting that this request meets that policy.

MOTION UDOMAH, SECOND BORER TO RECOMMEND APPROVAL OF A PRELIMINARY PLAT FOR "THE BROOK" AT 6001 94TH AVENUE NORTH FOR THE CREATION OF ONE LOT.

MOTION CARRIED UNANIMOUSLY.

MOTION UDOMAH, SECOND GAYE-BAI TO RECOMMEND APPROVAL OF A SITE PLAN FOR A 192-UNIT MULTIPLE DWELLING, SUBJECT TO THE CONDITIONS CONTAINED IN THE DRAFT RESOLUTION.

MOTION CARRIED UNANIMOUSLY.

Senior Planner McDermott stated the public hearing item is scheduled to be reviewed at the City Council meeting on August 26, 2024.

B. Planning Case #24-113 (Sandgrass Pointe) – Site Plan Review and Application at 5800 69th Avenue N.

Senior Planner McDermott introduced the application for Sandgrass Pointe for the development of a 44-unit townhome and multi-family development. They stated that the multi-family building would have 33 units while the townhomes would have an additional 11 units. They provided details on the subject property and adjacent property uses. They identified an area marked for proof of parking, should additional parking be necessary, noting that would remain as greenspace until that time. They stated that the request would meet all residential requirements and staff recommends approval.

Commission Chair Cavin opened the public hearing.

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

Parker Zee (the applicant) who stated that they are an affordable housing developer that has experience throughout the Midwest and southeast. He stated that they are excited about this design and have received tax credits through MN Housing and Hennepin County. He stated that the project will be 100 percent affordable, and no City financing has been requested. He noted that the mix of units will allow them to cater to a variety of residents and they will have a focus on energy efficiency. He stated that although they will meet the parking requirements, they have identified additional parking should that be necessary.

Commissioner Fraser asked for details on why this site was chosen.

Mr. Zee replied that this will bring a new and unique housing product to this area. He stated that the guidance of the MN Housing tax credit also guides the site selection and because this area was already zoned for this use, it made sense.

Commission Chair Cavin asked if the company remains as the property manager.

Mr. Zee confirmed that they do continue on with property management.

Commission Chair Cavin asked if the townhomes and multi-family would share trash bins or whether the townhomes would have individual bins.

Mr. Zee replied that all residents could use the trash enclosure, but the townhomes would also have individual bins. He confirmed that the landscaping for the entire site would be handled by the property management team.

Commissioner Borer asked if there would be an HOA fee for the townhomes.

Mr. Zee replied that these would be rental units and therefore there would not be HOA fees.

Commission Chair Cavin asked if the snow removal for the individual driveways would be handled by the property management as well.

Mr. Zee was unsure.

Commission Chair Cavin asked if there would be a dog park, or pet area.

Mr. Zee replied that they do not have a dog park but there is a playground and small community garden area. He confirmed that pets would be allowed.

Commission Chair Cavin asked if the City has restrictions on dog breeds.

Senior Planner McDermott did not believe the City regulated dog breeds.

Mr. Zee commented that their leasing restrictions would include restrictions on dog breeds.

Commissioner Wako asked the previous use of the site and whether there would be any concerns with potential contamination.

Senior Planner McDermott replied that this site has been vacant since prior to their time with the City but previously had been used for light industrial purposes.

Mr. Zee commented that they are working with an environmental consultant in the case they come across anything that requires remediation, but did not anticipate that would be needed.

Commission Chair Cavin asked whether there is a cell tower near this site.

Senior Planner McDermott replied that the tower is to the west and this structure is not within the fall zone for that tower.

Commissioner Turner asked if any of these units would be LEAD certified or energy efficient.

Mr. Zee replied that they would be pursuing the zero-energy home certification which is more stringent than LEAD certified. He stated that while the units would not include solar, they would be constructed as solar ready, should they decide to add that in the future. He confirmed there are 17 EV spaces planned between the surface, underground, and townhome units.

Commissioner Wako asked if the entire site would be fenced.

Mr. Zee replied that they are not proposing fencing.

Commissioner Borer asked for more details on the plan for the townhomes.

Mr. Zee provided details on the layout of the site.

MOTION WAKO, SECOND TURNER, TO RECOMMEND APPROVAL OF A SITE PLAN FOR A 44-UNIT MULTIPLE DWELLING AND TOWNHOME DEVELOPMENT, SUBJECT TO CONDITIONS IN THE DRAFT RESOLUTION.

MOTION CARRIED UNANIMOUSLY.

Senior Planner McDermott stated the public hearing item is scheduled to be reviewed at the City Council meeting on August 26, 2024.

7. OTHER BUSINESS

8. DISCUSSION ITEMS

A. Community Long-Range Improvement (CLIC) Commission Housing Subcommittee – Accessory Dwelling Units (ADUs) Presentation Materials

Senior Planner McDermott provided background information on CLIC subcommittee and reviewed the presentation prepared relating to accessory dwelling units (ADUs). They asked for input from the Commission on this topic.

Commissioner Borer commented that there are homes in Brooklyn Park that have these units built in.

Senior Planner Donovan stated that she worked with that developer for that specific development and those are not technically ADUs because they are accessible from within the home.

Senior Planner McDermott explained that a home can have multiple kitchens and bathrooms and those would not be ADUs because there is access to the entire home from the front door.

Commissioner Udomah commented that the cost to build these units would seem cost prohibitive. He recognized that older residents would like to age in place with their families and asked how that cost of construction could be reduced.

Senior Planner McDermott stated that would be part of the research that staff completes to see there if there funding or reductions that could be applied. They stated that at the minimum they could prepare the zoning that would allow the ADUs to be constructed.

A representative from the CLIC commission stated that Richfield has provided interest free transformation home loans for residents.

Commission Chair Cavin commented that for the Planning Commission and City, the issue would be attempting to find a balance between allowing these units and the zoning code.

Commissioner Udomah asked if there would be language included to address affordability and those on fixed incomes.

Senior Planner McDermott commented that this would be a zoning update and there would be other considerations from other bodies, such as the EDA. They stated that there would be community engagement on this topic as well. They commented that in her time with the City she has received over 300 requests for ADUs and has received permission from those residents to keep their contact information, therefore the City will reach out to them to ensure they can be involved.

Commissioner Fraser commented that she believes that this topic should go forward to worksession discussion, and she is interested to hear input from the community.

Commissioner Turner stated that she is also glad to see this topic come before the Commission as it would provide an opportunity for residents to age in place. She commented on untapped financial resources for the senior community that should be lobbied for this purpose.

Commission Chair Cavin recognized that there is a lot of work that would bring this to fruition and items to consider and looked forward to continuing discussions on this topic.

Commissioner Wako commented that he also supports continuing discussions on this topic in a worksession.

Commissioner Udomah commented that he also supports this concept.

Commissioner Gaye-Bai agreed that this is something they should be looking in to in order to respond to resident requests.

9. INFORMATION ITEMS

A. Council Comments

Council Liaison McGarvey provided a brief update on recent actions of the City Council related to planning matters.

B. Commission comments

Commissioner Udomah referenced the old Arby's at Brooklyn Boulevard and Broadway and asked what that is being redeveloped into.

Senior Planner McDermott replied that site is preemptively being converted into a cannabis dispensary from RISE.

C. Staff Comments

Interim Planning Director Perdu introduced new staff member, Senior Planner Cara Donovan.

10. ADJOURNMENT

Commission Chair Cavin adjourned the meeting at 8:33 PM.

Respectfully submitted,

Paul Mogush
Planning Director

City of Brooklyn Park Planning Commission Staff Report

Agenda Item:	5.1	Meeting Date:	September 11, 2024
Agenda Section:	Public Hearing	Originating Department:	Community Development
Resolution:	X	Prepared By:	Cara Donovan, Senior Planner
Ordinance:	N/A		
Attachments:	4	Presented By:	Erin McDermott, Senior Planner
Item:	Brooklyn Park Pet Hospital – Planning Case #24-114 site plan review for an addition to the existing pet hospital and variance for a parking lot expansion on a property zoned B-1 – Office Park District.		

Proposed Actions:

MOTION _____ SECOND _____ TO RECOMMEND APPROVAL OF SITE PLAN REVIEW FOR THE CONSTRUCTION OF AN ADDITION TO THE EXISTING STRUCTURE AT 5815 80th AVE N, SUBJECT TO CONDITIONS IN THE DRAFT RESOLUTION.

MOTION _____ SECOND _____ TO ADOPT FINDINGS OF FACT FOR THE APPROVAL OF A VARIANCE REQUEST FOR A PARKING LOT EXPANSION, SUBJECT TO THE CONDITIONS IN THE DRAFT RESOLUTION.

Summary:

This request is for the construction of an addition to the existing structure located at 5815 80th Ave N and parking lot expansion. The addition will expand a portion of the existing structure to the east, increasing the footprint of the structure by 900 square feet. The parking lot expansion will construct 8 additional parking stalls by expanding the existing parking lot to the south with a proposed 10.3-foot setback from the adjacent property.

Land Use Plan	Employment
Current Zoning	B1 – Office Park District
Proposed Zoning	No proposed change
Site Area	0.88 acres
Conforms to	
Land Use Plan	Yes
Zoning Code	Yes
Subdivision Ordinance	Yes
Notification	Legal notice was published in the Sun Post, 28 Notices were mailed to properties within 500 feet, Proposed Development Sign was placed on the property, A Neighborhood email was sent to the Central neighborhood.

60- and 120- Days (§15.99)	October 5, 2024; December 4, 2024
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Previous Approvals:

This property was subdivided as part of the Lowell's Addition Plat in 1995. The property went through site plan review and the original existing 36,000 square foot building was constructed in 1990. Two additions of 1,118 square feet and 113 square feet were added in 1999.

Current Conditions:

This site is developed with the existing 37,231 square foot building with existing parking to the west and north of the existing building.

Land Use/Zoning (and Overlay):

This property is zoned B-1 – Office Park District and is guided Employment by the 2040 Comprehensive Plan. Veterinarian clinics are a permitted use within the B-1 zoning district, and this conforms to the Comprehensive Plan. This building addition proposal meets all district setback requirements. The parking lot expansion does not meet setback requirements, and the applicant has applied for a variance.

Proposed Development:

The applicant is proposing a 900 square foot building addition on the southeast side of the existing building and parking lot expansion for 8 additional parking stalls. The applicant has requested a variance for the parking lot expansion due to the proximity of a residential building.

Site Plan Review:

Site plans must be reviewed against the evaluation criteria required by the Code (§ 152.303).

Lighting:

A lighting plan was provided with light specifications showing the lighting of the addition will meet lighting requirements. (§ 152.1013)

Pedestrian Circulation:

The site plan includes pedestrian facilities associated with the parking lot addition which meet circulation requirements. (§ 152.1021) There are existing sidewalks on Zane Ave N. There are no existing sidewalks on 80th Ave N, however, sidewalks along 80th Ave N are not required.

Parking:

This site has 31 existing parking stalls, two of which are accessible stalls, and will add 8 additional parking spaces on the southeast side of the property. The parking code calculations for clinics indicate 38 spaces are required for the existing building and proposed addition. The proposed total of 39 spaces meets this requirement.

Enclosures and Screening:

The proposed site has an existing waste enclosure which meets screening requirements for waste.

Landscaping:

The landscaping plan provided meets all prescribed landscaping requirements (§ 152.1012). The site currently has 3 overstory trees, 3 ornamental deciduous trees, and 6 shrubs. This proposal indicates the installation of 4

evergreen trees, 20 shrubs, ground cover, and several perennial plants. The landscaping plan meets the landscaping requirements as well as parking lot screening from adjacent residential property.

Architectural Standards:

Exterior facing materials for the building addition will be consistent with the existing building. The existing landscaped screening will be maintained to screen the building addition from 80th Avenue N. (§ 152.1004)

Roadways:

The site is located on the corner of Zane Ave N and 80th Ave N, with one existing access point on 80th Ave N. No additional access points are proposed.

Grading and Drainage:

There are minor proposed changes to grading on the site associated with both the building addition and parking lot expansion. A stormwater basin is proposed in the southeast corner of the property. The proposed on-site drainage meets City requirements.

Utilities:

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

Variance:

Minnesota Statute requires all variance requests be evaluated and be found to meet all conditions of the three-factor test for practical difficulties ([§ 462.357, subd. 6](#)). The findings of fact are summarized below:

The first factor, a test of reasonableness, means that the landowner would like to use the property in a practical way but cannot do so under the rules of the ordinance. It does not mean that the land cannot be put to any practical use whatsoever without the variance. For example, if the variance application is for a building too close to a lot line or does not meet the required setback, the focus of the first factor is whether the request to place the building there is reasonable. *In this case:*

Applicant Submission: The applicant feels that this variance request is reasonable, as parking is a permitted use and the expansion will increase user safety and minimize overflow parking on 80th Ave N. The parking lot expansion will provide landscaping within the proposed setback to provide screening from the adjacent residential property.

Staff response: The parking lot expansion is reasonable to support the existing business.

The second factor is that the landowner's problem is due to circumstances unique to the property and not caused by the landowner. The uniqueness generally relates to the physical characteristics of the particular piece of property, to the land and not personal characteristics or preferences of the landowner. When considering the variance for a building to encroach into a setback, the focus of this factor is whether there is anything physically unique about the particular piece of property, such as sloping topography or other natural features like wetlands or trees. *In this case:*

Applicant Submission: The applicant would like to increase the hospital's size to serve the community and additional pet owners in the area in their current location at the existing high level of quality.

Staff response: The existing building is located in the eastern portion of the property and the parking lot runs along the north and west sides of the building. Given setback requirements from public rights-of-way a parking lot expansion on this property is most reasonable to the south of the existing parking lot.

The third factor is that a variance would not alter the essential character of the neighborhood. This factor is used to consider whether the resulting structure will be out of scale, out of place, or otherwise inconsistent with the surrounding area. For example, when thinking about the variance for an encroachment into a setback, the focus is how the particular building will look closer to the lot line and if that fits in with the character of the area. In this case:

Applicant Submission: The adjacent apartment building currently has bituminous pavement and a trash enclosure located within 5.3 feet of the property line where the proposed variance is requested. The requested setback of 10.3 feet exceeds the existing parking setback on the adjacent property (5.3 feet) and the 35-foot setback required adjacent to a residential use. Shrubs with a minimum height of 6 feet are proposed to provide screening from the adjacent residential property to the south. The design proposal is consistent with the current aesthetics of the area.

Staff response: The approval of this application would not alter the character of the neighborhood. The request is compatible with the intent prescribed in the comprehensive plan and zoning ordinance.

The required findings of §152.303 have been addressed and Staff recommends approval of the Site Plan Review.

The required findings of §152.307 have been addressed and Staff recommends approval of the variance request.

Conditions of Approval:

Staff recommends the adoption of a resolution subject to the following conditions as listed in Section 5 of the resolution:

- 5.01 The East exterior wall is less than ten feet to the property line, the building code will require the wall to be a fire rated wall per the 2020 MN Building Code Table 602.
- 5.02 A stormwater maintenance agreement is required and must be recorded with Hennepin County.
- 5.03 Due to the change in occupancy as a result of the building addition the garage is now an S1. This change triggers Minnesota Rule 1306. Sprinkler shall be added. Fire alarm system to be tied in and UL compliant.
- 5.04 Architectural elevations are due at the time of building permit approval.

Staff Recommendation:

Staff recommends Planning Commission recommend approval of the resolution approving the Site Plan Review for the construction of an addition to an existing structure at 5815 80th Ave N subject to the conditions as written in the attached resolution. Staff also recommends approval of the request for a variance for the parking lot expansion subject to the conditions as written in the attached resolution.

Alternatives to Consider:

1. Recommend approval of the site plan and variance request as presented.
2. Recommend approval of the site plan and variance request 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:

- A. DRAFT SITE PLAN RESOLUTION
- B. DRAFT VARIANCE RESOLUTION
- C. DRAFT VARIANCE FINDINGS OF FACT
- D. LOCATION MAP
- E. PLAN SET

RESOLUTION #2024-

RESOLUTION APPROVING A SITE PLAN REVIEW FOR THE FOR THE CONSTRUCTION OF AN ADDITION TO THE EXISTING STRUCTURE AT 5815 80th AVE N

Planning Commission File #24-114

WHEREAS, Tyree & D'Angelo Partners, LLC, on behalf of Brooklyn Park Pet Hospital, has made application for a Variance under the provisions of Chapter 152 of the City Code at 5815 80th Ave North and legally described as:

LOTS 3 AND 4, BLOCK1, LOWELLS ADDITION, HENNEPIN COUNTY, MINNESOTA.

WHEREAS, the zoning of the property is B-1 – Office Park District – in which veterinary clinics are a permitted use; and

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

WHEREAS, the matter has been referred to the Planning Commission who held the public hearing on September 11, 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 structure is hereby approved with the following conditions:

1.00 DRAWINGS

- 1.01 Site, landscaping, and grading plans for the property on file in the City Clerk's office dated August 29, 2024 are approved, 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 **\$118,700.00**, a cash bond in the amount of **\$6,200.00**, and a developer's escrow in the amount of **\$3,700.00** as required by Chapter 152. The developer's escrow must be posted with the City to cover engineering, legal and administrative costs incurred by the City. If this account becomes deficient, it shall be the developer's responsibility to deposit additional funds. This must be done before final bonding obligations are complete.

3.00 REQUIRED DOCUMENTS

- 3.01 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.

5.00 CONDITIONS

- 5.01 The East exterior wall is less than ten feet to the property line, the building code will require the wall to be a fire rated wall per the 2020 MN Building Code Table 602.
- 5.02 A stormwater maintenance agreement is required and must be recorded with Hennepin County.
- 5.03 Due to the change in occupancy as a result of the building addition the garage is now an S1. This change triggers Minnesota Rule 1306. Sprinkler shall be added. Fire alarm system to be tied in and UL compliant.
- 5.04 Architectural elevations are due at the time of building permit approval.

RESOLUTION #2024-___

RESOLUTION TO ADOPT FINDINGS OF FACT FOR THE APPROVAL OF A VARIANCE REQUEST FOR A PARKING LOT SETBACK OF 10.3 FEET, A DEVIATION OF 24.7 FEET FROM THE REQUIRED 35 FEET FROM AN ADJACENT RESIDENTIAL USE AT 5815 80TH AVE N.

Planning Commission File #24-114

WHEREAS, Tyree & D'Angelo Partners, LLC, on behalf of Brooklyn Park Pet Hospital, has made application for a Variance under the provisions of Chapter 152 of the City Code at 5815 80th Ave North and legally described as:

LOTS 3 AND 4, BLOCK1, LOWELLS ADDITION, HENNEPIN COUNTY, MINNESOTA.

WHEREAS, the matter has been referred to the Planning Commission who have given their advice and recommendation to the City Council; and

WHEREAS, the variance request for the setback of the parking lot expansion would require a deviation from City Code Chapter 152, Section 152.1019(B) to exceed the allowable setback for parking lots adjacent to a residential use; and

WHEREAS, the Planning Commission held a public hearing on September 11, 2024; and

WHEREAS, Minnesota Statute Section 462.357, subd. 6 provides:

1. Variances shall only be permitted (a) when in harmony with the general purposes and intent of the ordinance, and (b) when the variances are consistent with the comprehensive plan.
2. Variances may be granted when the applicant for the variance establishes that there are practical difficulties in complying with the zoning ordinance. "Practical difficulties", as used in connection with the granting of a variance, means that (a) the property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance; (b) the plight of the landowner is due to circumstances unique to the property not created by the landowner; and (c) the variance, if granted, will not alter the essential character of the locality.

WHEREAS, the effect of the proposed use upon the health, safety and welfare of surrounding lands and existing and anticipated effects on the neighborhood have been considered; and

WHEREAS, the Planning Commission has reviewed the variance request for a parking lot setback decrease from 35 feet to 10.3 feet, and finds the request:

1. Is not in conflict with the purposes and intent of the ordinance and comprehensive plan.
2. The parking lot expansion is reasonable to support the existing business.
3. Given setback requirements from public rights-of-way a parking lot expansion on this property is most reasonable to the south of the existing parking lot.
4. The approval of this application would not alter the character of the neighborhood.

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

The application to issue a variance for the construction of a parking lot expansion with a setback of 10.3 feet from the adjacent residential use would require a deviation from City Code Chapter 152, Section 152.1019(B) to exceed the allowable setback for parking lots adjacent to residential uses, is hereby approved.

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.

Brooklyn Park Pet Hospital

5815 80th Avenue North, Brooklyn Park, MN 55443

Application for Consideration of Planning Request – Variance to the Zoning Code

July 12, 2024

Variance From Rear Parking Setback Requirement From Residential Uses

Applicable to Section:

Section 152.1117.B(1) PARKING AREA DESIGN

Description of Request:

A variance is requested from the parking area rear setback when adjacent to a residential use which is 35'. The project proposes a 10.3' rear setback to the adjacent property to the south which is zoned R6 – Multiple Family Residential District.

Reason for Request:

Section 152.034 VARIANCE of the City Code outlines the review standards for a which a variance may be granted based on the following:

1. The property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance.

Applicant Response: The owner will not be changing the use of the property from how it is used today. The proposed parking layout is an extension of the current parking lot with no changes to vehicle circulation patterns. Landscaping consisting of shrubs with a minimum height of 6' will be provided within the proposed setback to provide screening from the adjacent residential property to the south. Providing additional parking stalls on-site is a reasonable request for pet hospital use as parking is a permitted use. Providing the stalls on-site will increase user safety and minimize the amount of overflow parking on the adjacent public road (80th Avenue North).

2. The plight of the landowner is due to circumstances unique to the property and not created by the landowner.

Applicant Response: Brooklyn Park Pet Hospital has been a solid corporate citizen for the last 20+ years and would like to continue to grow in the community. The current building size no longer serves the community need. The pet industry has changed over the last two decades with increased technology and services, along with additional pet owners in the area. We would like to increase the hospital's size, to continue to serve the community, in our current location, at the high level of quality we have in the past.

3. Granting of the variance will not alter the essential character of the area or neighborhood where the property is located.

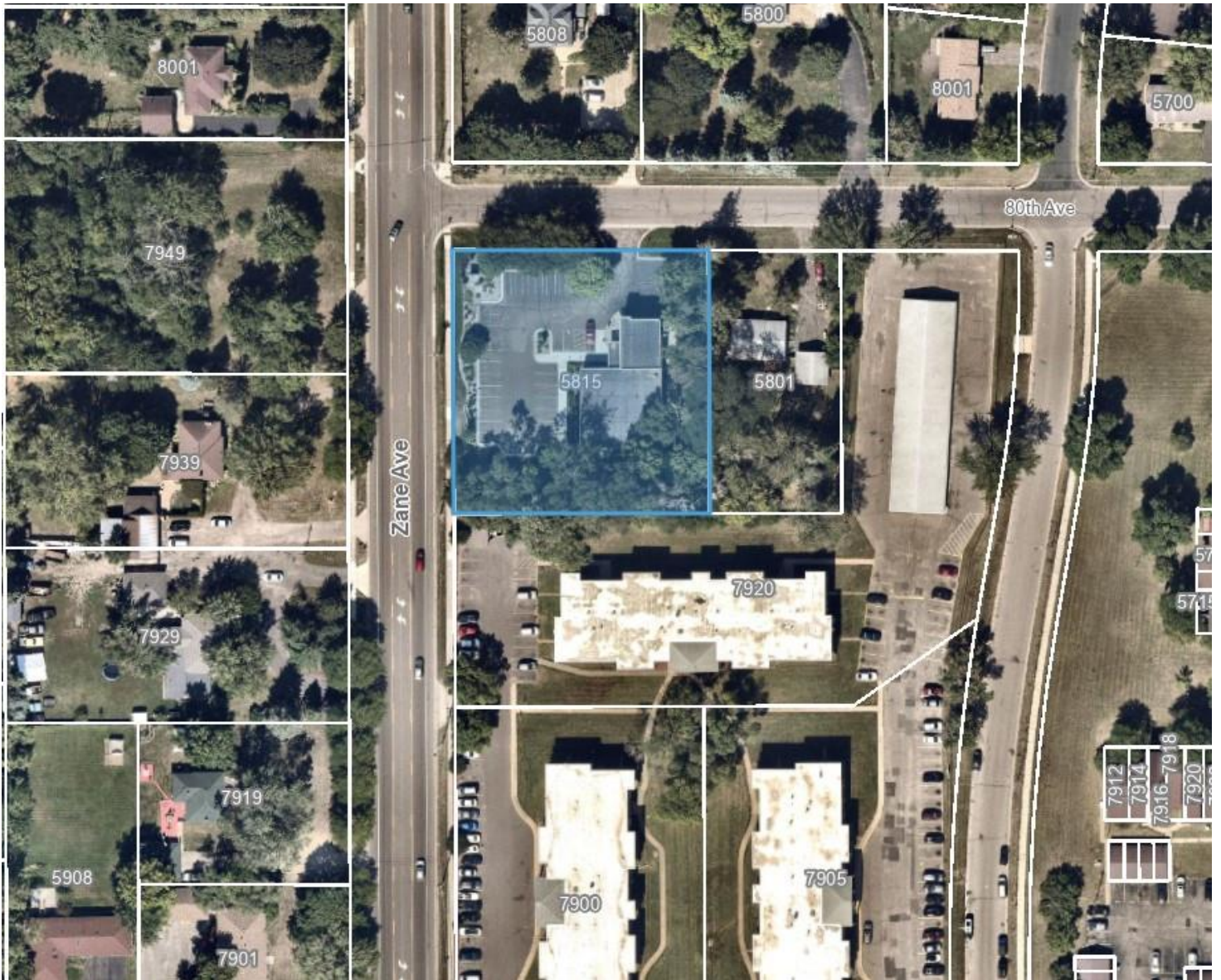
Applicant Response: The adjacent property to the south is zoned R6 - Multiple Family Residential District and consists of multiple 3 story apartment buildings. The adjacent property currently has bituminous pavement and a trash enclosure located within 5.3' of the property line where the proposed variance is being requested. The proposed parking setback on the Brooklyn Park Pet Hospital site (10.3') exceeds the existing parking setback on the adjacent residential property (5.3'). The design proposal is consistent with the current aesthetics of the area. Shrubs with a minimum height of 6' are proposed to provide screening from the adjacent residential property to the south.

4. Economic considerations alone do not constitute practical difficulties.

Applicant Response: Expanding the parking lot as proposed is the most feasible location to maintain current function and circulation of the site. Cost was not a factor in the determination of the location of the proposed parking expansion. Alternate parking expansion locations on site do not provide significant savings in regards to construction costs.

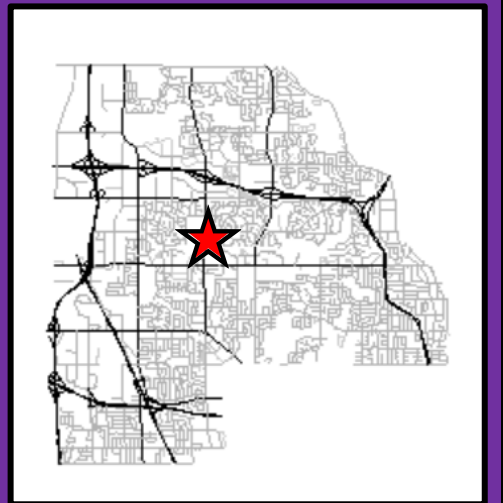
5. There is inadequate access to direct sunlight for a solar energy system.

Applicant Response: Inadequate access to direct sunlight for a solar energy system is not applicable to this request.

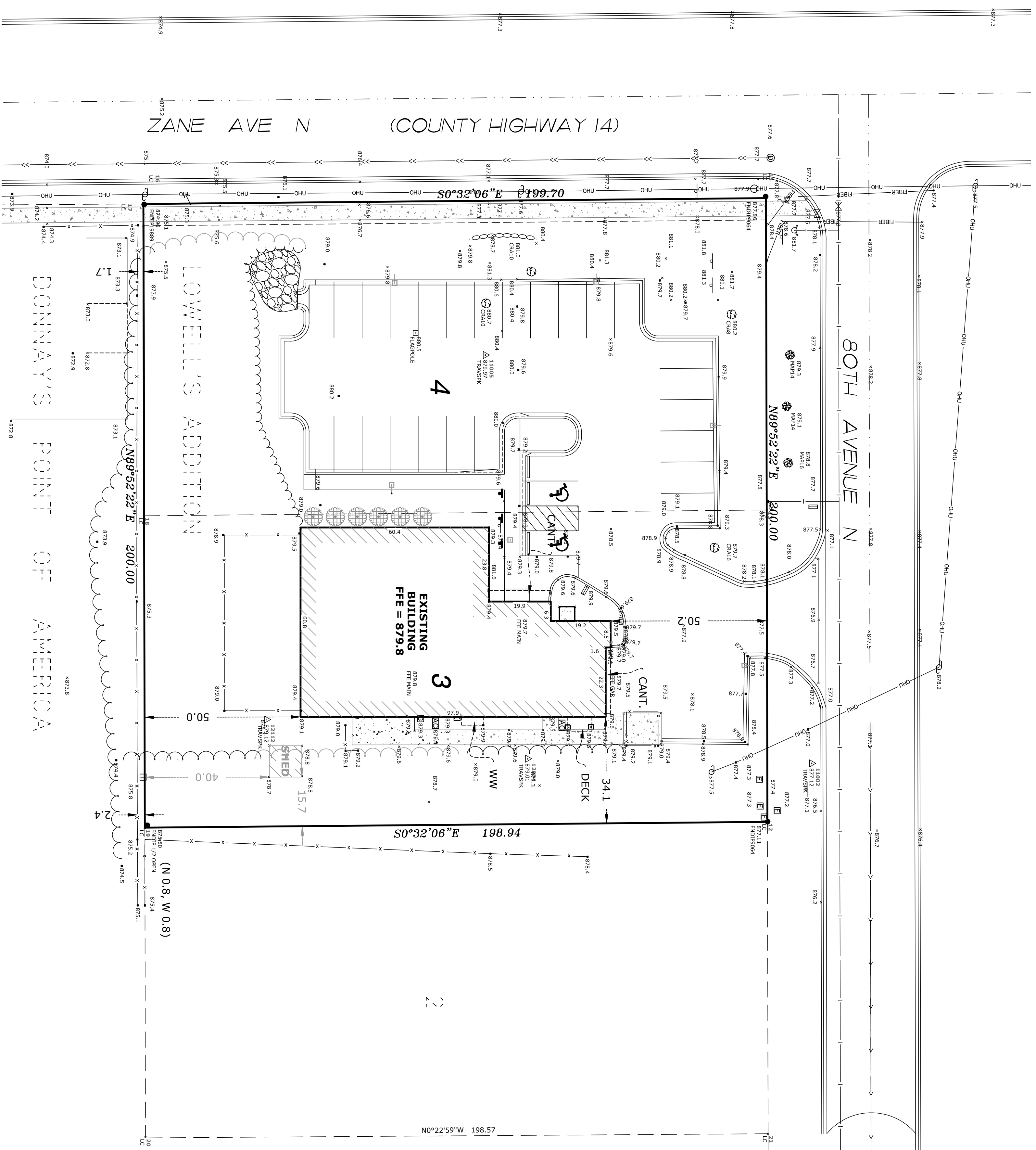


Site Plan Review; Zoning Code Variance
Case #24-114 – Brooklyn Park Pet Hospital
Area of Request (August 2023 Air Photo)
5815 80th Ave N

Brooklyn Park 



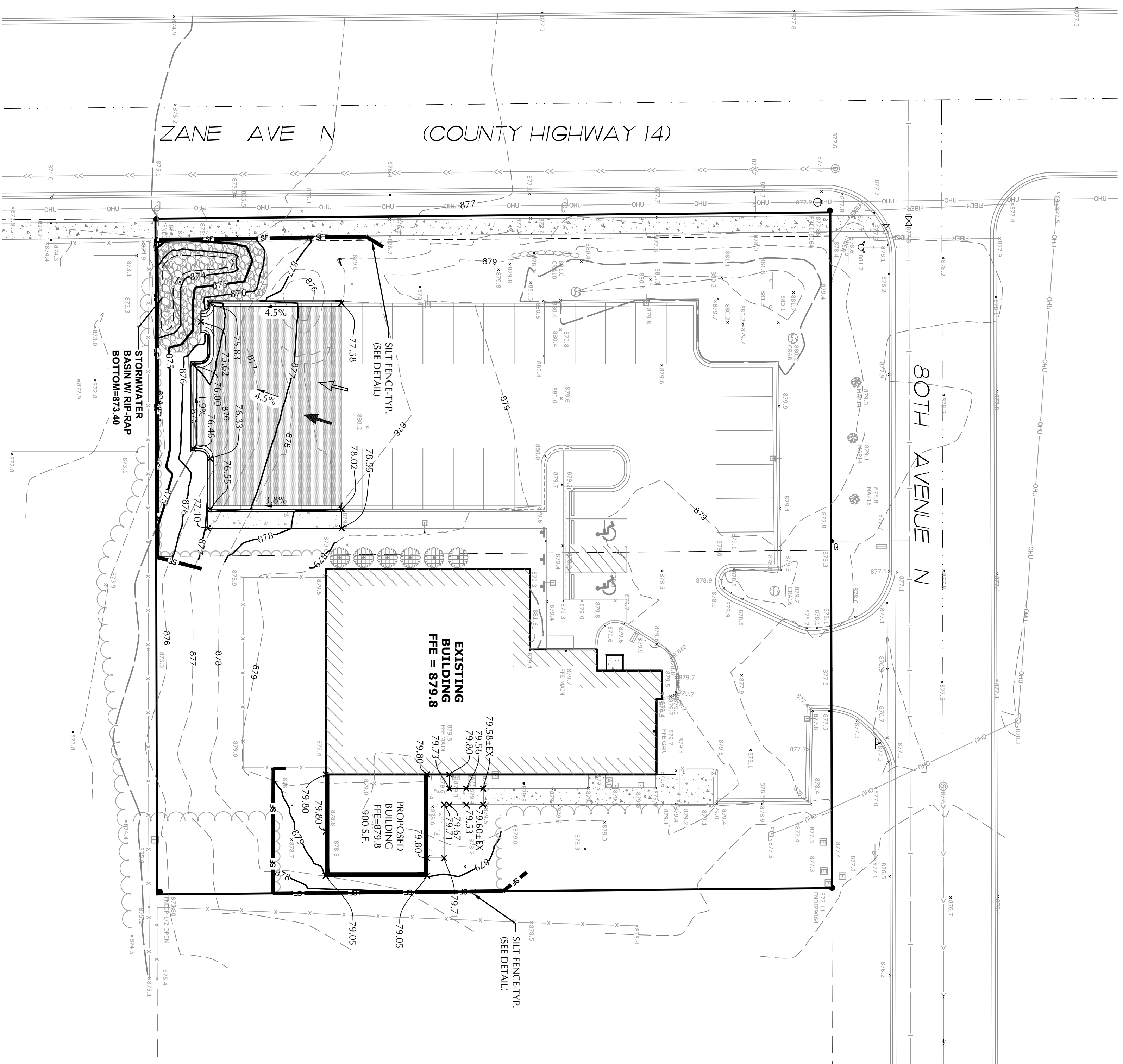
NOTE:
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- GRADING, DRAINAGE & EROSION CONTROL NOTES**
- SPOT ELEVATIONS REPRESENT FINISHED SURFACE GRADES. CUTTER/FLOW LINE, FACE OF BUILDING, OR EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
 - ALL ACCESSIBLE ROUTES SHALL BE CONSTRUCTED WITH A GROSS SLOPE NOT EXCEEDING 2% AND A RUNNING SLOPE NOT EXCEEDING 5%.
 - AT TURNING POINTS ALONG THE PAVEMENT SHALL NOT EXCEED 2% IN ANY DIRECTION FOR AN AREA 60" IN DIAMETER.
 - ALL PUBLIC SIDEWALKS SHALL BE CONSTRUCTED WITH A GROSS SLOPE NOT EXCEEDING 2% AND A RUNNING SLOPE NOT EXCEEDING 5%.
 - CATCH BASINS AND MANHOLES IN PAVED AREAS SHALL BE SUMPED 0.04 FEET. ALL CATCH BASINS IN CUTTERS SHALL BE SUMPED 0.16 FEET. RIM ELEVATIONS SHOWN ON PLANS DO NOT REFLECT SUMPED ELEVATIONS.
 - REFER TO GEOTECHNICAL EVALUATION REPORT OR CONSULT GEOTECHNICAL ENGINEER FOR AN EXISTING SUBSURFACE SITE CONDITION ANALYSIS AND CONSTRUCTION RECOMMENDATIONS INCLUDING BUT NOT LIMITED TO:
 - REUSE OF ON-SITE SOILS
 - GROUNDWATER AND REGRADE PREPARATION.
 - SITE GRADING AND SUBGRADE PREPARATION.
 - SOIL STABILIZATION METHODS AND BACKFILL
 - TRENCH EVALUATION AND BACKFILL
 - EXTERIOR UTILITY SUPPORTS.
 - FROST PROTECTION.
 - GRADING, INCLUDING, BUT NOT LIMITED TO EXCAVATION AND BACKFILL, OF THE INFILTRATION AREAS SHALL BE ACCOMPLISHED USING LOW-IMPACT EARTH-MOVING EQUIPMENT TO PREVENT COMPACTION OF THE UNDERLYING SOILS. SMALL TRACKED DOZERS AND BORGATS WITH RUNNER TRACKS ARE RECOMMENDED. NO WHEELED MACHINES SHALL BE USED.
 - SOIL BENEATH THE INFILTRATION AREAS SHALL BE RIPPED WITH A TOOTHED BUCKET TO REMOVE SOIL INTERFACE PRIOR TO BACKFILL.
 - ALL DISTURBED UNPAVED AREAS ARE TO RECEIVE MINIMUM OF 4 INCHES OF TOP SOIL AND SEED/MULCH OR SOIL. THESE AREAS SHALL BE WATERED/MAINTAINED BY THE CONTRACTOR UNTIL VEGETATION IS ESTABLISHED. REFER TO THE LANDSCAPE PLANS, DETAILS AND SPECIFICATIONS FOR FINAL SITE STABILIZATION.
 - STREETS MUST BE CLEANED AND SWEEPED WHENEVER TRACKING OF SEDIMENTS OCCURS AND BEFORE SITES ARE LEFT IDLE FOR WEEKENDS AND HOLIDAYS. A REGULAR SWEEPING SCHEDULE MUST BE ESTABLISHED.
 - DUST MUST BE ADEQUATELY CONTROLLED.
 - SEE SITE PLAN FOR CURB AND BRIMMIOUS TAPER LOCATIONS.
 - REFERENCE ARCHITECTURAL AND STRUCTURAL DRAWINGS FOR BUILDING ELEVATIONS.
 - THE CONTRACTOR ALONG WITH THE OWNER SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM GOVERNING AUTHORITIES, INCLUDING ANY CITY PERMITS AND THE INDES PERMIT.
 - INSTALL EROSION CONTROL AND TREE PROTECTION MEASURES BEFORE BEGINNING SITE GRADING ACTIVITIES. SOME EROSION CONTROLS SUCH AS BAILE CHECKS AND TEMPORARY SILT PONDS MAY BE INSTALLED AS GRADING OCCURS IN SPECIFIC AREAS. MAINTAIN EROSION CONTROLS THROUGHOUT THE GRADING PROCESS AND REMOVE WHEN TURF HAS BEEN ESTABLISHED.
 - PER NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM/STATE DISPOSAL SYSTEM (NPDES/S) REQUIREMENTS, THE WASHOUT AND CLEANOUT OF STUCCO, PAINT, CONCRETE, FORK LIFT OILS, CURING COMPOUNDS, AND OTHER CONSTRUCTION MATERIALS SHALL BE PROPERLY CONTAINED AND DISPOSED OF. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND USING APPROVED METHODS OF CONTAINMENT SUCH AS PRE-FABRICATED WASHOUT CONTAINERS, CONCRETE WASHOUT TOTE, READY MIX TRUCKS WITH SELF-CONTAINED CHUTE CLEANOUT, ETC.
 - CONTRACTOR SHALL PROVIDE AS BUILT INFORMATION OF GRADING ACTIVITIES AS NEEDED PER APPLICABLE PERMIT REQUIREMENTS AND/OR DEVELOPMENT AGREEMENTS.

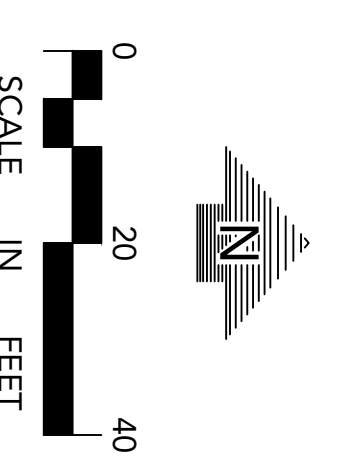
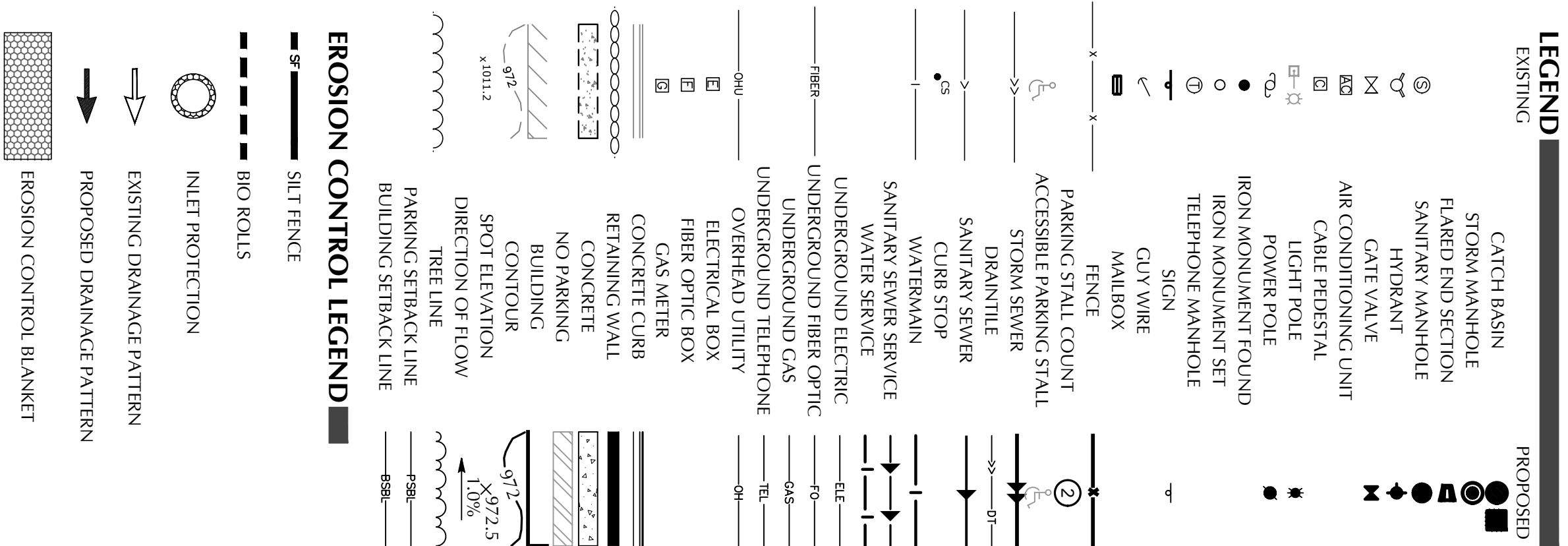


CALL BEFORE YOU DIG!
Gopher State One Call
 TWIN CITY AREA: 651-454-0002
 TOLL FREE: 1-800-252-1166

WARNING:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL UTILITIES AND MAINTAINING THEIR SERVICE AND / OR RELOCATION OF LINES.

THE CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL AT 651-454-0002 AT THE START OF ANY CONSTRUCTION ACTIVITY TO LOCATE ALL UTILITIES. CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED STRUCTURES BEFORE DIGGING. THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.



**BROOKLYN PARK
 PET HOSPITAL
 ADDITION**

BROOKLYN PARK, MINNESOTA
 5815 80TH AVENUE NORTH
 BROOKLYN PARK, MN, 55443

**BROOKLYN PARK
 PET HOSPITAL**

LOUCKS

PLANNING
 CIVIL ENGINEERING
 LAND SURVEYING
 LANDSCAPE ARCHITECTURE
 ENVIRONMENTAL

7200 Hemlock Lane, Suite 300
 Maple Grove, MN 55369
 763.424.5505
 www.loucksinc.com

CADD QUALIFICATION

CADD files prepared by the Consultant for this project are the property of the Consultant. Professional services for use solely on other projects, for additions to the project, or for completion of this project by other means without written approval by the Consultant are prohibited. The Consultant shall not be permitted to obtain copies of the CADD drawing files for reuse, reproduction, or distribution to other parties without the written consent of the Consultant. The Consultant shall be held responsible for any errors or omissions in the CADD files and shall be held responsible for any errors or omissions in the Consultant files per § 8.00 Responsibility, Claims, and Settlements.

SUBMITTALS/REVISIONS

07/15/2024 CITY SUBMITTAL
 08/29/2024 CITY RESUBMITTAL

PROFESSIONAL SIGNATURE

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

NOT FOR CONSTRUCTION

License No. 58688
 Date XX/XX/2024

QUALITY CONTROL

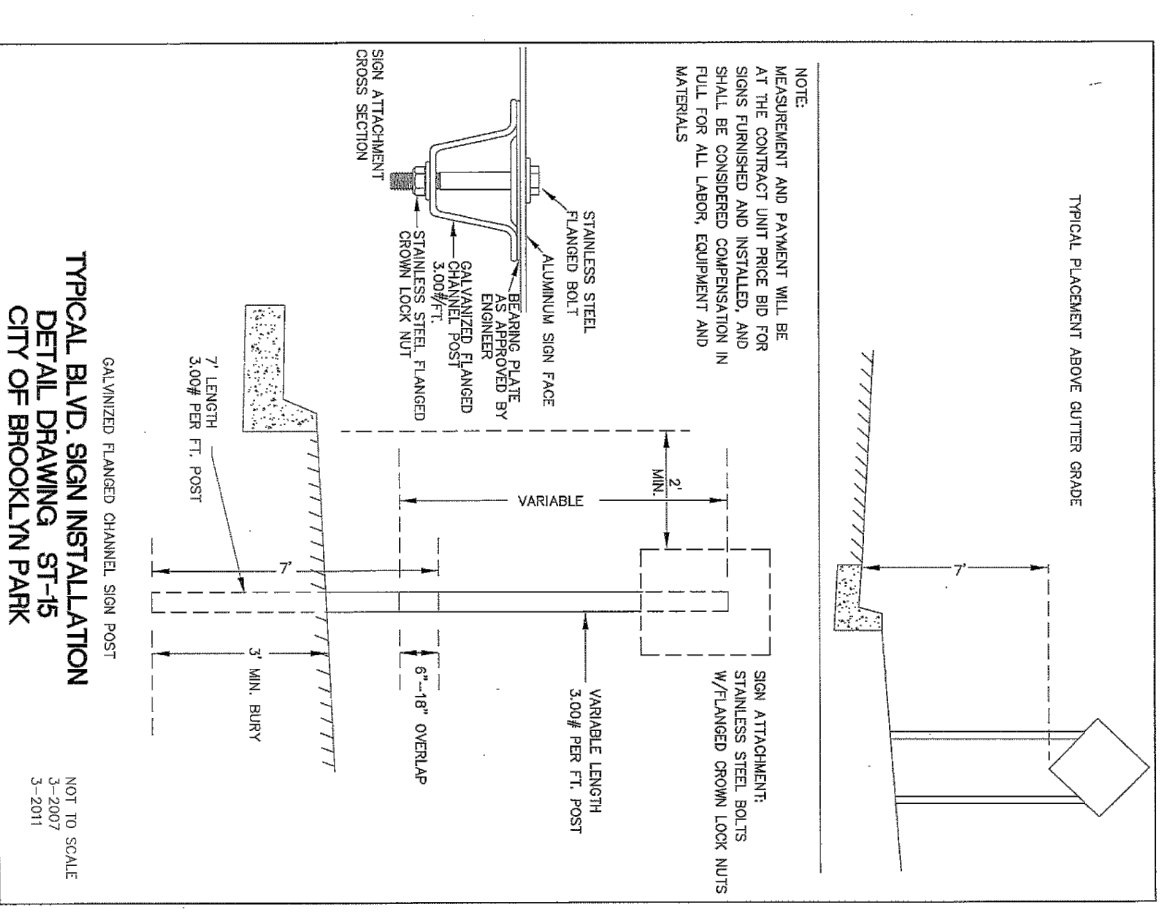
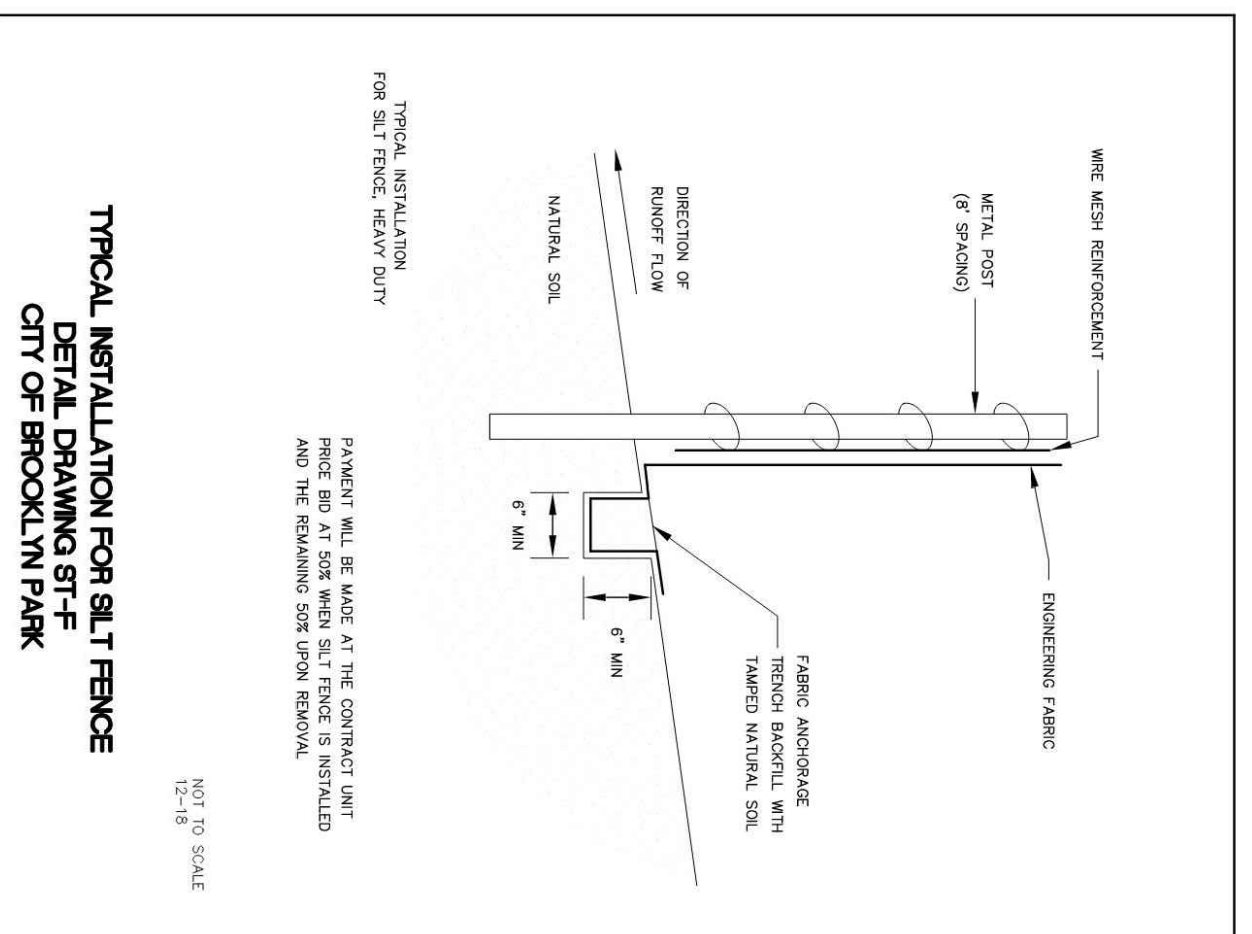
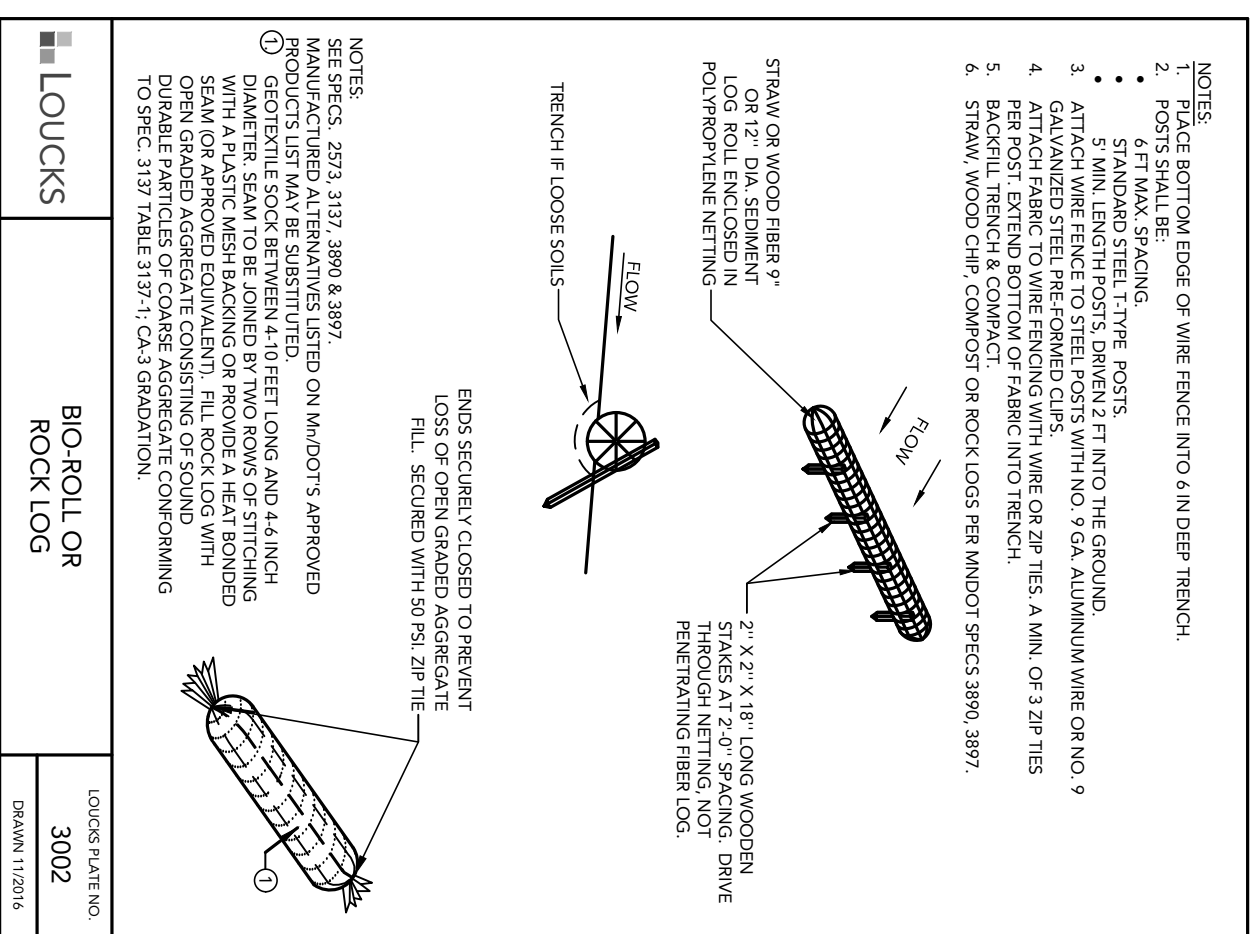
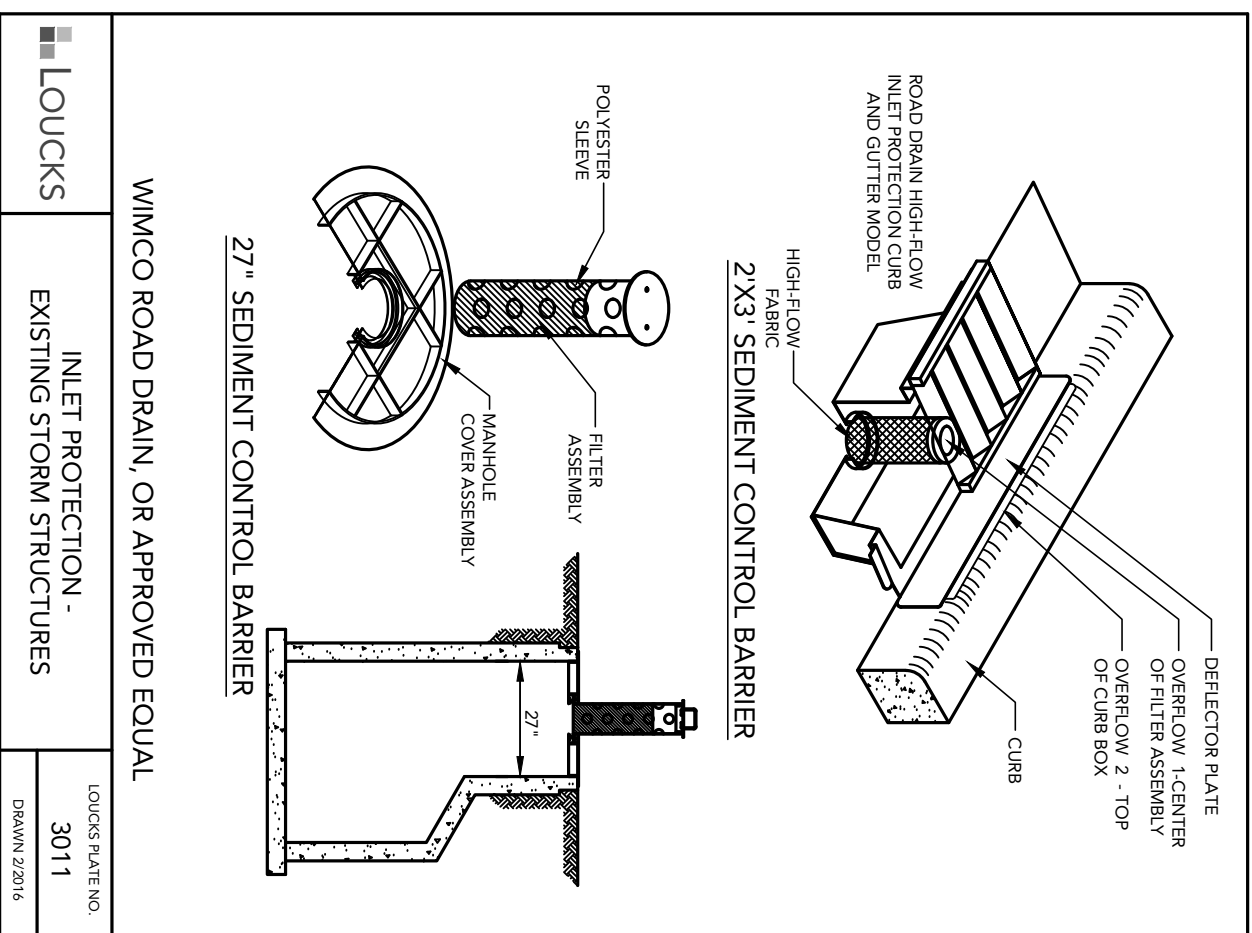
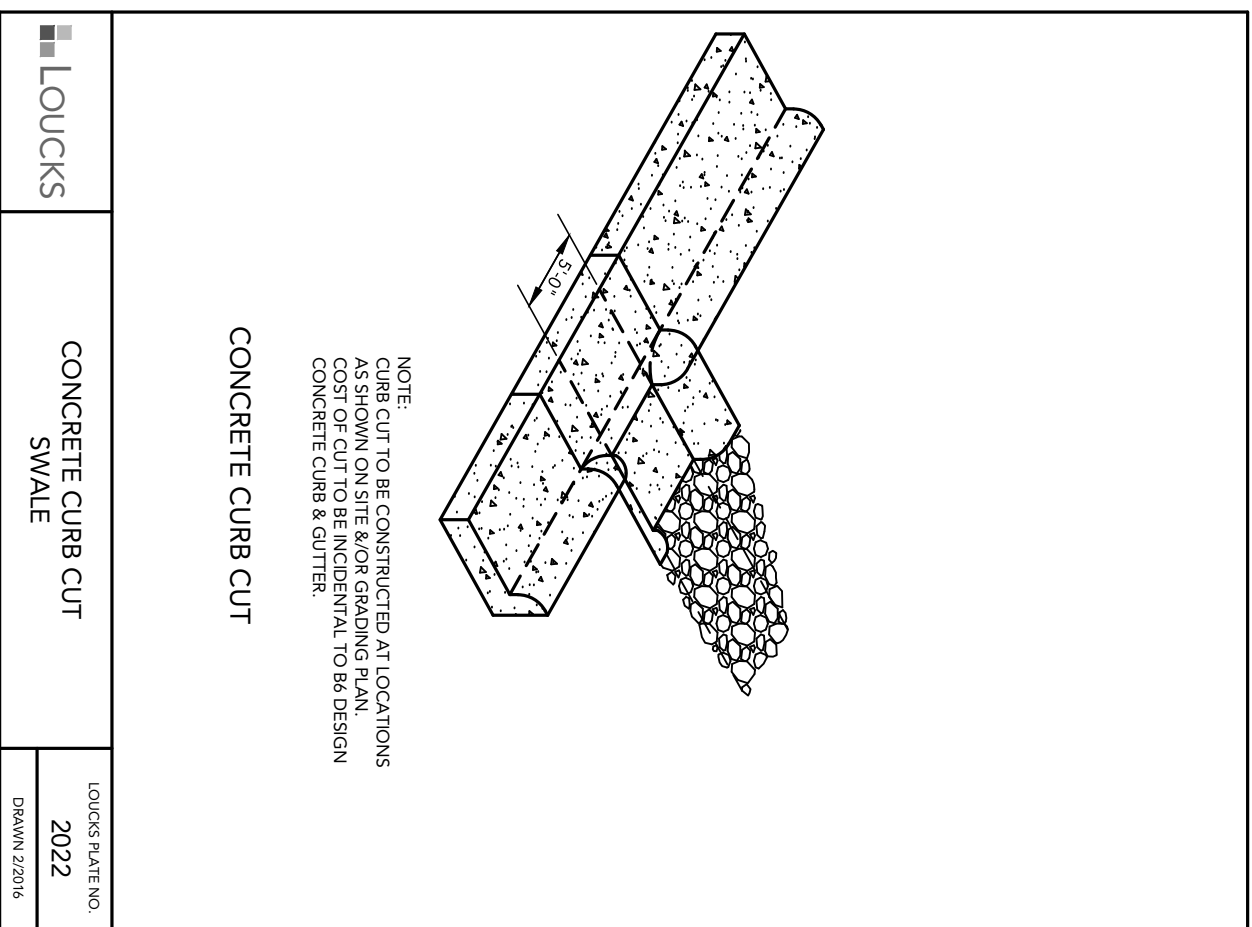
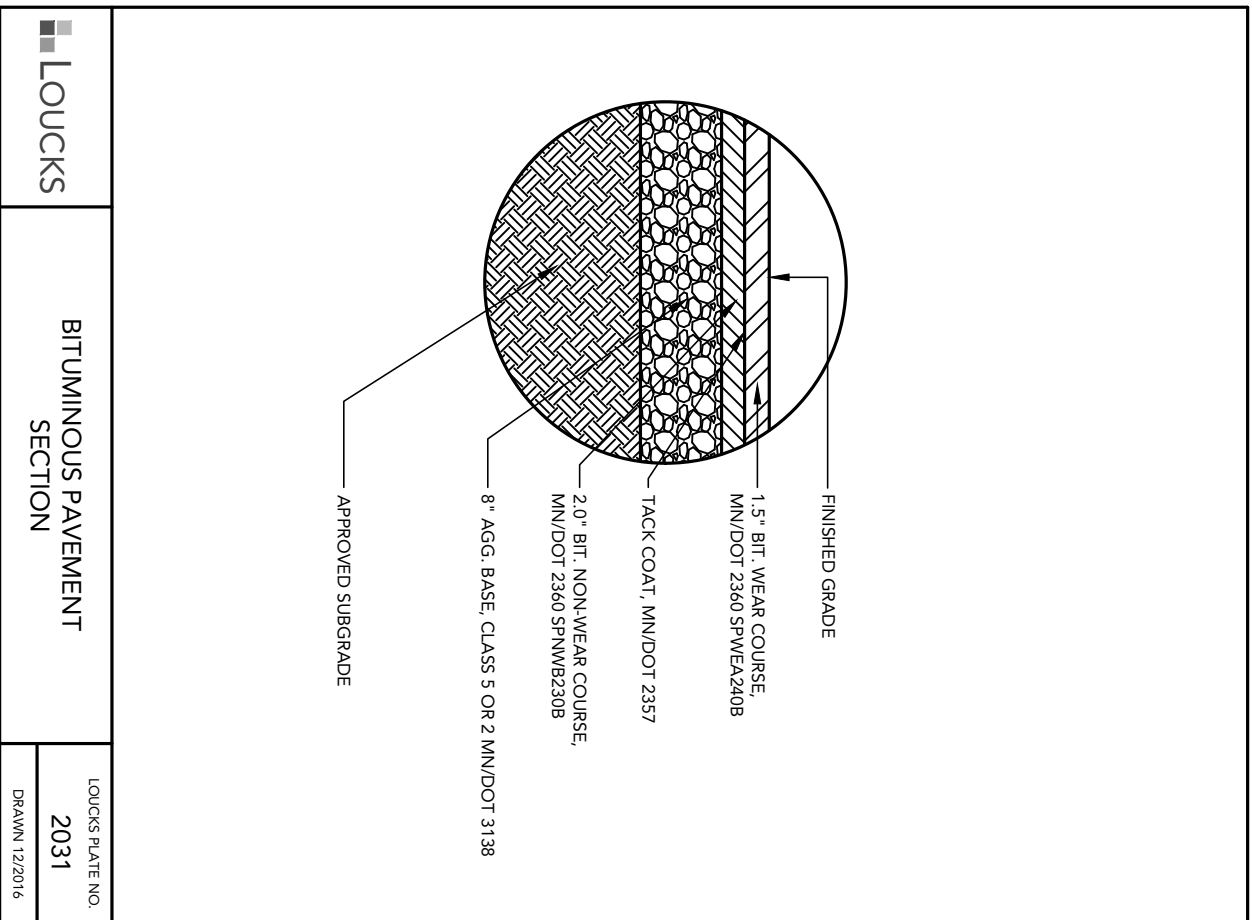
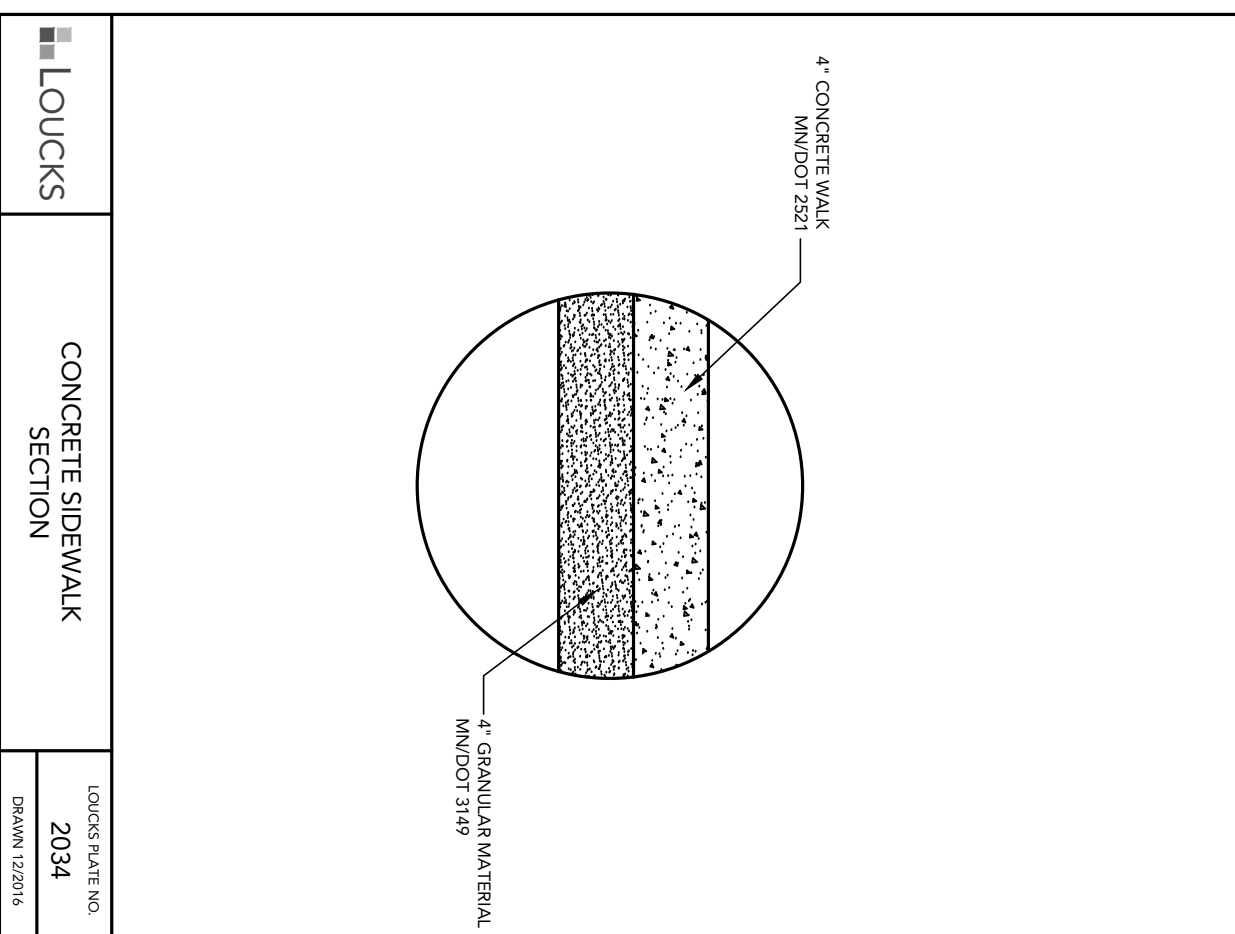
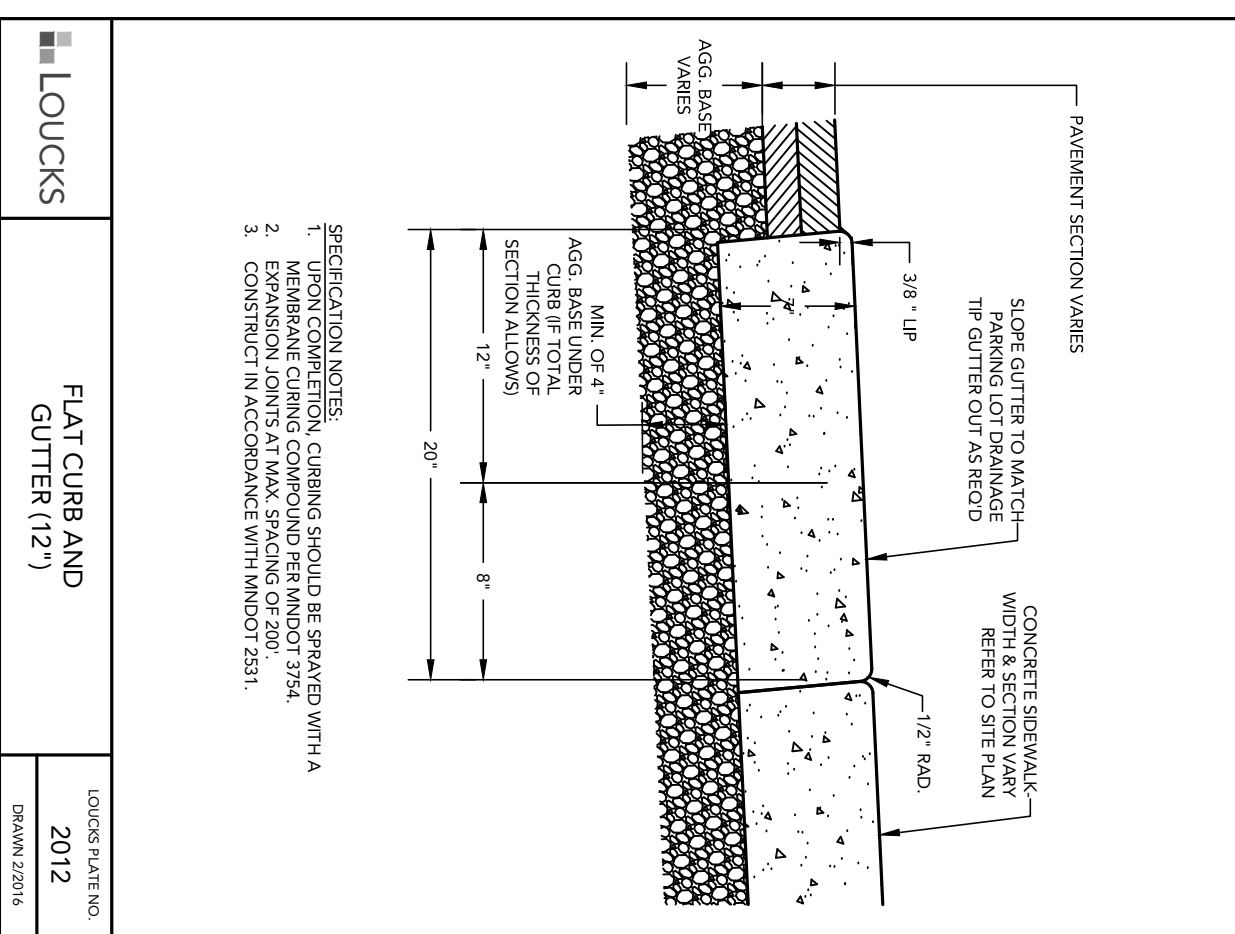
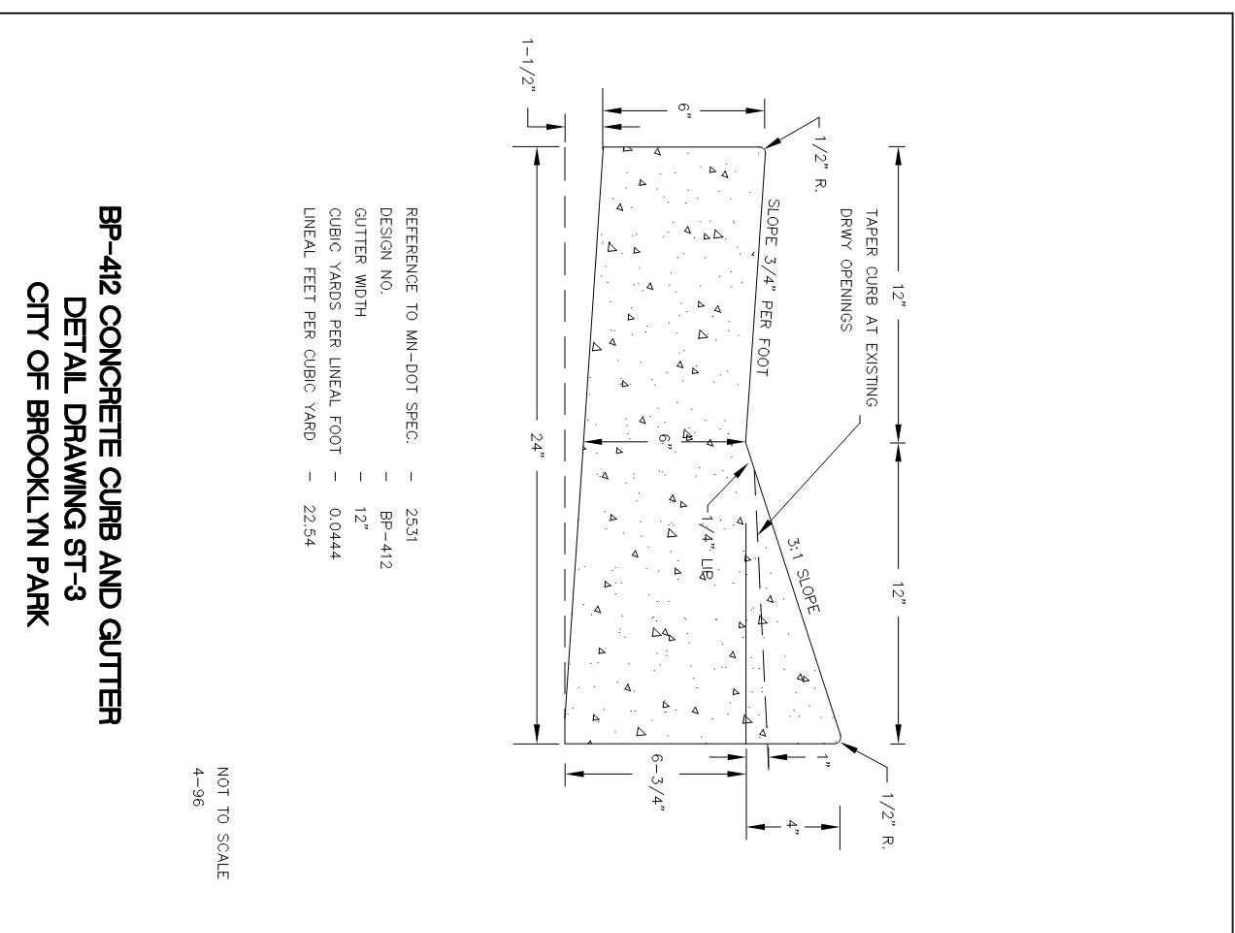
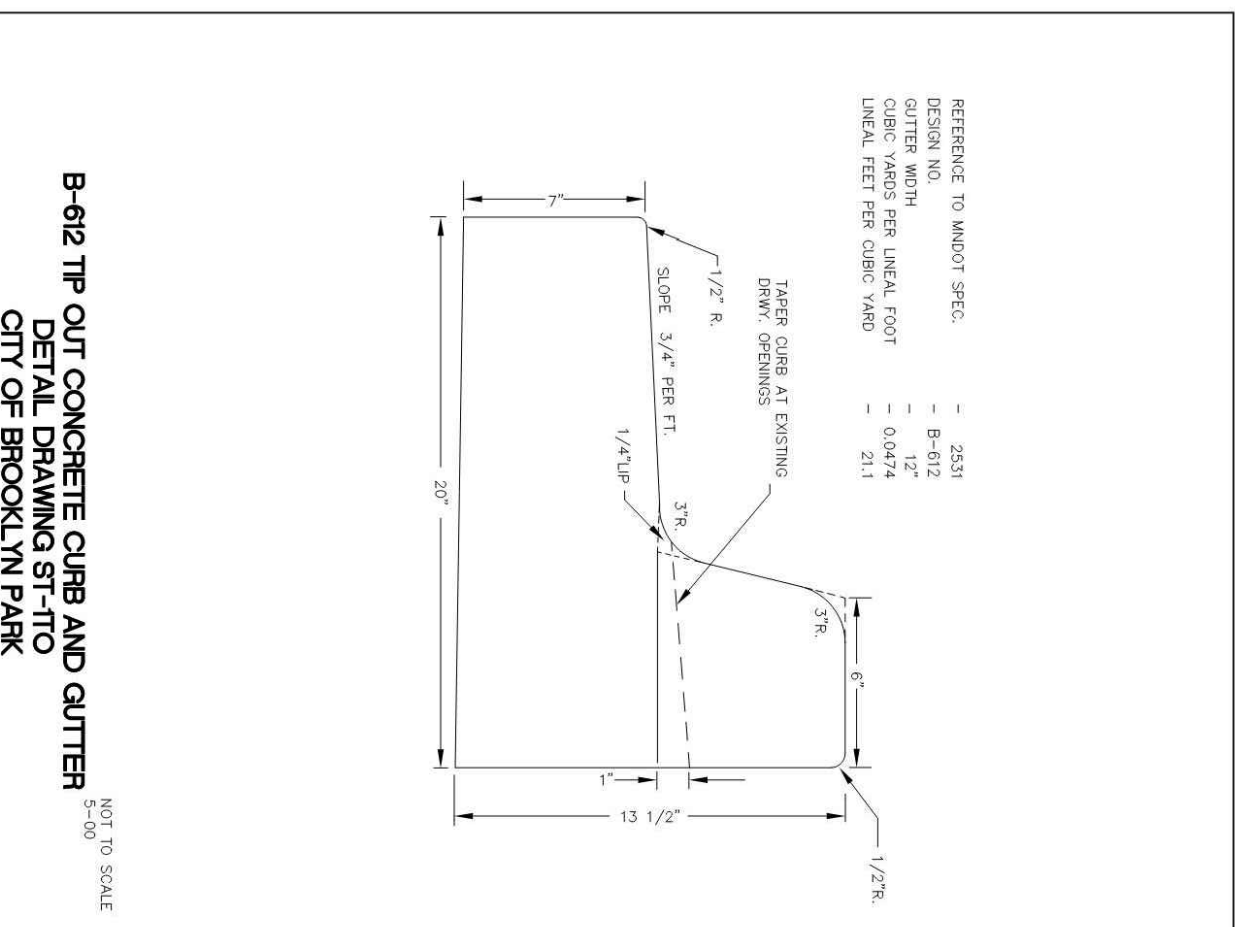
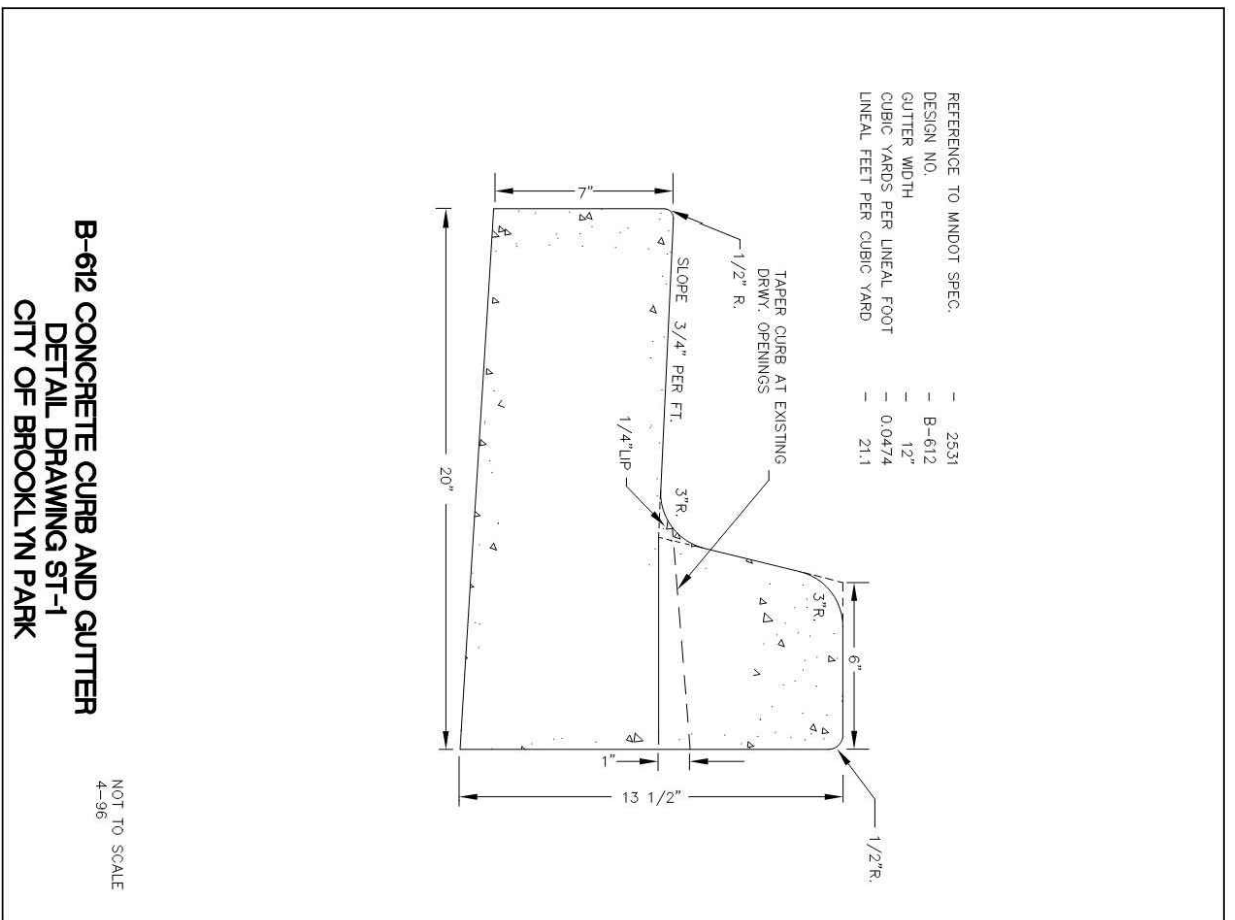
Project No. 21407B
 Drawn By ZBM
 Checked By SJH
 Review Date 08/26/2024

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 C8-1 CIVIL DETAILS
 L1-1 LANDSCAPE PLAN
 L2-1 LANDSCAPE DETAILS

**GRADING AND
 EROSION
 CONTROL
 PLAN**

C3-1



BROOKLYN PARK
PET HOSPITAL
ADDITION

BROOKLYN PARK, MINNESOTA
 5815 80TH AVENUE NORTH
 BROOKLYN PARK, MN, 55443

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 ENVIRONMENTAL

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 Maple Grove, MN 55369
 763.424.5505
 www.loucksinc.com

LOUCKS

CONCRETE SIDEWALK SECTION
 2024
 DRAWN: J2310A

LOUCKS

FLAT CURB AND GUTTER (2")
 2012
 DRAWN: J2310B

LOUCKS

EXISTING STORM STRUCTURES
 2011
 DRAWN: J2310C

LOUCKS

CONCRETE CURB CUT SWALE
 2022
 DRAWN: J2310D

LOUCKS

BITUMINOUS PAVEMENT SECTION
 2021
 DRAWN: J2310E

PROFESSIONAL SIGNATURE

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 in the State of Minnesota.

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QUALITY CONTROL

License No. 58688
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QUALITY CONTROL

Loucks Project No. 21407B
 Project Lead ZMW
 Drawn By SJH
 Checked By ZMW
 Review Date 08/26/2024

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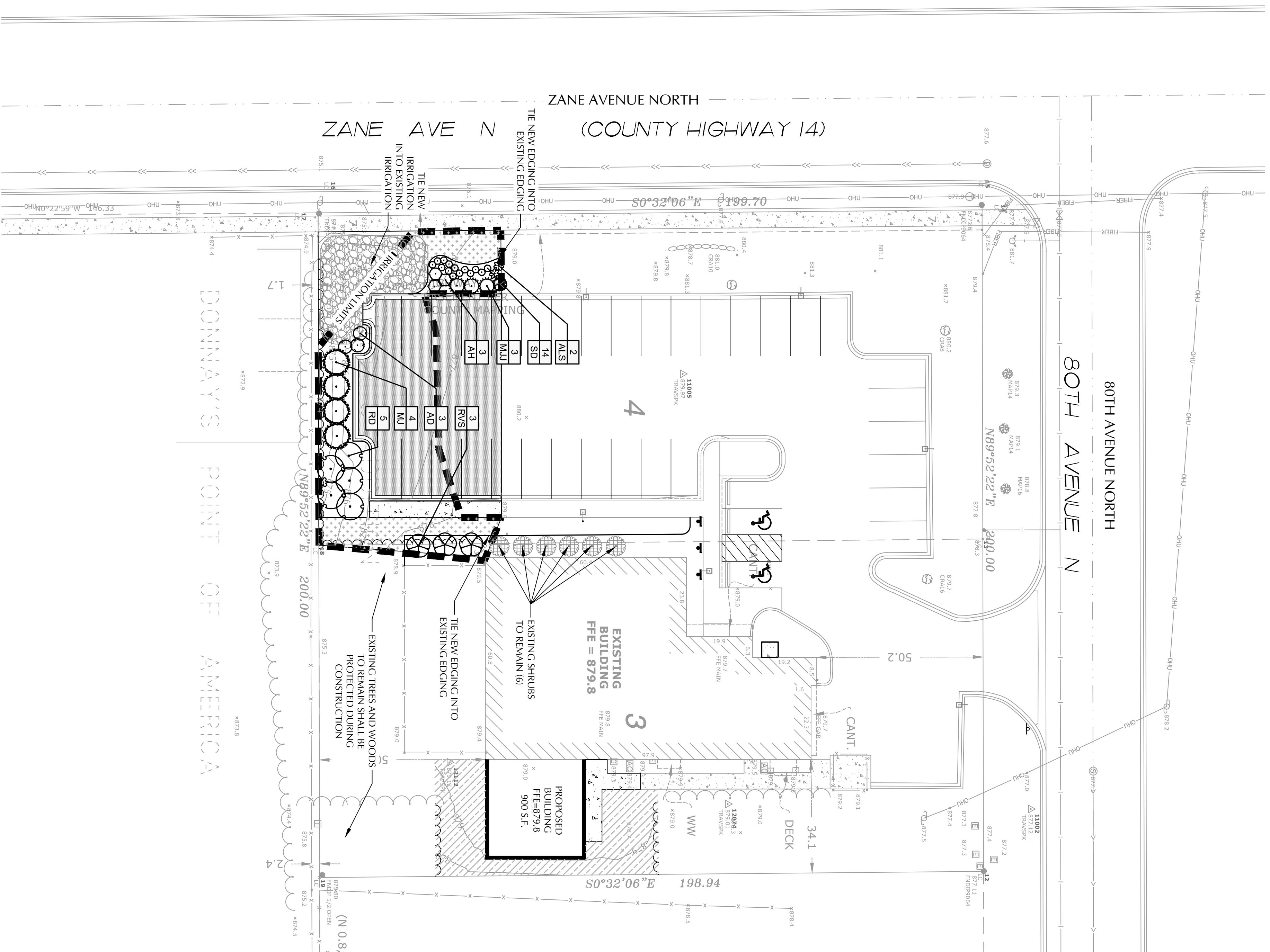
SUBMITTALS/REVISIONS

07/15/2024 CITY SUBMITTAL
 08/29/2024 CITY RESUBMITTAL

C8-1

CIVIL DETAILS

NOTE:
 EXISTING CONDITIONS INFORMATION SHOWN IS FROM A SURVEY PREPARED BY E. G. RUD & SONS, DATED JUNE 2, 2021, AND PROPOSED BROOKLYN PARK PET HOSPITAL PLANS PREPARED BY LOUCKS, DATED 08/11/2024. EXISTING CONDITIONS BASED ON PROPOSED PLANS HAS NOT BEEN VERIFIED. IF EXISTING CONDITIONS DIFFER FROM PROPOSED PLANS, CONTRACTOR TO INFORM ENGINEER OF ACTUAL SITE CONDITIONS.



PLANT SCHEDULE						
CODE	QTY	COMMON NAME	BOTANICAL NAME	CONT	SIZE	SPACING
EVERGREEN TREES						
MJ	4	MEDORA JUNIPER FULL FORM	Juniperus scopulorum 'Medora'	B & B	6' HGT	
SHRUBS						
ALS	2	ALPINE SPIREA	Spiraea japonica 'Alpine'	2 gal	18" SPHD	36" o.c.
AH	3	ANNABELLE HYDRANGEA	Hydrangea abotoseans 'Annabelle'	5 gal	24" HGT	48" o.c.
AD	3	ARCTIC FIRE DOGWOOD	Cornus sericea 'Arctic Fire'	5 gal	24" HGT	48" o.c.
NFS	1	NEON FLASH SPIREA	Spiraea japonica 'Neon Flash'	5 gal	24" HGT	48" o.c.
RD	5	RED TING DOGWOOD	Cornus sericea 'Bailey'	5 gal	24" HGT	96" o.c.
RVS	3	RENAISSANCE VANHOUTTE SPIREA	Spiraea x vanhouttei 'Renaissance'	5 gal	36" HGT	84" o.c.
COMIFEROUS SHRUBS						
MJ	3	MONT JULEP JUNIPER	Juniperus chinensis 'Montpel'	5 gal	18" SPHD	60" o.c.
PERENNIALS						
SD	14	STELLAR D'ORO DAILEY	Hemerocallis x 'Stellar de Oro'	1 gal	24" o.c.	
SYMBOL	CODE	COMMON NAME	BOTANICAL NAME			
GROUND COVERS						
	SEED	TURF SEED				
	SOD	TURF SOD				

GENERAL NOTES:
 CONTRACTOR SHALL VISIT SITE PRIOR TO SUBMITTING BID. HE SHALL INSPECT SITE AND BECOME FAMILIAR WITH EXISTING CONDITIONS RELATING TO THE NATURE AND SCOPE OF WORK.
 VERIFY LAYOUT AND ANY DIMENSIONS SHOWN AND BRING TO THE ATTENTION OF THE LANDSCAPE ARCHITECT ANY DISCREPANCIES WHICH MAY COMPROMISE THE DESIGN AND / OR INTENT OF THE PROJECT'S LAYOUT.
 ASSURE COMPLIANCE WITH ALL APPLICABLE CODES AND REGULATIONS GOVERNING THE WORK OR MATERIALS SUPPLIED.
 CONTRACTOR SHALL PROTECT ALL EXISTING ROADS, CURBS / CUTTERS, TRAILS, TREES, LAWNS AND SITE ELEMENTS DURING PLANNING AND OPERATIONS. ANY DAMAGE TO SAME SHALL BE REPAIRED AT NO COST TO THE OWNER.
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 THE ALIGNMENT AND GRADES OF THE PROPOSED WALKS, TRAILS AND/OR ROADWAYS ARE SUBJECT TO FIELD ADJUSTMENT REQUIRED TO CONFORM TO LOCALIZED TOPOGRAPHIC CONDITIONS AND TO MINIMIZE TREE REMOVAL AND GRADING. ANY CHANGE IN ALIGNMENT MUST BE APPROVED BY LANDSCAPE ARCHITECT.
 REFER TO SHEET L2.1 FOR PLANTING DETAILS AND PLANTING NOTES.

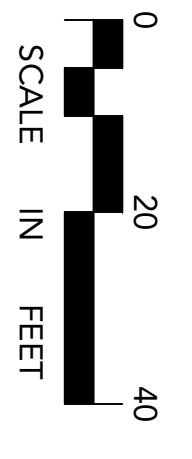
IRRIGATION NOTES:
 VERIFY EXISTING / PROPOSED IRRIGATION SYSTEM LAYOUT AND CONFIRM COMPLETE LIMITS OF IRRIGATION PRIOR TO SUPPLYING SHOP DRAWINGS.
 ADJUST EXISTING IRRIGATION SYSTEM BASED ON SITE IMPROVEMENTS AND COORDINATE WITH LANDSCAPE CONTRACTOR FOR NEW AREAS TO BE IRRIGATED. CONFIRM WITH OWNER LOCATION OF EXISTING CONTROLLER AND THAT EXISTING CONTROLLER HAS ADDITIONAL CAPACITY FOR NEW ZONES BASED ON SITE IMPROVEMENTS.
 LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND INSTALLING THE IRRIGATION SYSTEM. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SCOPE OF WORK WHEN BIDDING. THESE SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO ORDER AND / OR INSTALLATION. IT SHALL BE THE LANDSCAPE CONTRACTORS RESPONSIBILITY TO INSURE THAT ALL SODDED / SEEDBED AND PLANTED AREAS ARE IRRIGATED PROPERLY, INCLUDING THOSE AREAS DIRECTLY AROUND AND AROUND BUILDING FOUNDATION.
 THE LANDSCAPE CONTRACTOR SHALL PROVIDE THE OWNER WITH AN IRRIGATION SCHEDULE APPROPRIATE TO THE PROJECT SITE CONDITIONS AND TO PLANT MATERIAL GROWTH REQUIREMENTS. IRRIGATION SYSTEM IS NOT TO SPRINKLE ACROSS PAVEMENT NOR SHALL THE SYSTEM SPRINKLE THE BUILDING.
 THE SYSTEM SHALL INCORPORATE A RAIN SENSOR INTO IRRIGATION SYSTEM.
 PLANTINGS OUTSIDE THE LIMITS OF IRRIGATION ARE TO BE WATERED REGULARLY UNTIL PLANTING / SOD / SEED HAS BEEN ESTABLISHED.

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BROOKLYN PARK, MINNESOTA
BROOKLYN PARK PET HOSPITAL ADDITION

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 BROOKLYN PARK, MN 55443
BROOKLYN PARK PET HOSPITAL

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 Loucks Project No. 21407B
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LANDSCAPE PLAN
L1-1

LANDSCAPE INSTALLATION:

GENERAL NOTES

COORDINATE THE PHASES OF CONSTRUCTION AND PLANTING INSTALLATION WITH OTHER CONTRACTORS WORKING ON SITE. NO PLANTING WILL BE INSTALLED UNTIL COMPLETE GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA. ALL PLANTS TO BE INSTALLED AS PER PLANTING DETAILS. REMOVE ALL FLAGGING AND LABELS FROM PLANTS.

IF THE LANDSCAPE CONTRACTOR IS CONCERNED OR PERCEIVES ANY DEFICIENCIES IN THE PLANT SELECTIONS, SOIL CONDITIONS OR ANY OTHER SITE CONDITION WHICH MIGHT NEGATIVELY AFFECT PLANT ESTABLISHMENT SURVIVAL OR GUARANTEE, HE MUST REPORT THESE DEFICIENCIES TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO PROCUREMENT AND / OR INSTALLATION.

PROTECT ALL EXISTING TREES ON SITE SCHEDULED TO REMAIN. IF EXISTING TREES ARE DAMAGED IN ANY MANNER, ABOVE OR BELOW GROUND IN THE ROOT SYSTEM, AN ASPHALTIC TREE PRUNING PAINT SHOULD BE APPLIED IMMEDIATELY AFTER WOUNDING.

SOIL & GROUND COVER

ALL PLANTING AREAS RECEIVING GROUND COVER, PERENNIALS, ANNUALS, AND / OR VINES SHALL RECEIVE A MINIMUM OF 12" DEPTH OF PLANTING SOIL CONSISTING OF AT LEAST 45 PARTS TOPSOIL, 45 PARTS PEAT OR MANURE AND 10 PARTS SAND.

WHERE SOD / SEED ABUTS PAVED SURFACES, FINISHED GRADE OF SLAB, CURB, ETC.

SEED ALL AREAS DISTURBED DUE TO GRADING, OTHER THAN THOSE AREAS NOTED TO RECEIVE SOD. SEED SHALL BE INSTALLED AND MULCHED AS PER MANDOT SPECS.

SOD ALL DESIGNATED AREAS DISTURBED DUE TO GRADING. SOD SHALL BE Laid PARALLEL TO THE CONTOURS AND SHALL HAVE STAGGERED JOINTS, ON SLOPES STEEPER THAN 3:1 OR DRAINAGE SWALES, THE SOD SHALL BE STAKED TO THE GROUND.

LANDSCAPE CONTRACTOR SHALL VERIFY THAT SOIL AND DRAINAGE CONDITIONS ARE ADEQUATE TO ALLOW FOR PROPER PLANTINGS INFO

ALL PLANT MATERIAL SHALL COMPLY WITH THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK, AMERICAN ASSOCIATION OF PLANTERS, UNLESS NOTED OTHERWISE. ALL SPECIES SHALL BE PLANTED IN THE SPRING. ALL PLANTS SHALL BE SHURB HEIGHT OR WIDTH. ORNAMENTAL TREES SHALL HAVE ONLY GROTTCHES AND SHALL BEGIN BRANCHING NO LOWER THAN 3' ABOVE ROOT BALL. STREET AND ROULETTEWARD TREES SHALL BEGIN BRANCHING NO LOWER THAN 5' ABOVE FINISHED GRADE.

ANY CONIFEROUS TREE PREVIOUSLY PRUNED FOR CHRISTMAS TREE SALES SHALL NOT BE USED. ALL CONIFEROUS TREES SHALL BE FULL FORM, NATURAL TO THE SPECIES, WITHOUT PRUNING.

PRIOR TO PLANTING, FIELD VERIFY THAT THE ROOT COLLAR/ROOT FLAIR IS LOCATED AT THE TOP OF THE BALLED & BURLAP TREE. IF THIS IS NOT THE CASE, SOIL SHALL BE REMOVED DOWN TO THE ROOT COLLAR / ROOT FLAIR, WHEN THE BALLED & BURLAP TREE IS PLANTED, THE ROOT COLLAR / ROOT FLAIR SHALL BE EVEN OR SLIGHTLY ABOVE FINISHED GRADE.

ALL PROPOSED PLANTS SHALL BE LOCATED AND STAKED AS SHOWN ON PLAN, ADJUSTMENTS IN LOCATION OF PROPOSED PLANT MATERIALS MAY BE NEEDED IN FIELD. SHOULD AN ADJUSTMENT BE ADVISED, THE LANDSCAPE ARCHITECT MUST BE NOTIFIED.

PLAN TAKES PRECEDENCE OVER PLANT SCHEDULE IF DISCREPANCIES IN QUANTITIES EXIST. SPECIFICATIONS TAKE PRECEDENCE OVER NOTES.

NO PLANT MATERIAL SUBSTITUTIONS WILL BE ACCEPTED UNLESS APPROVAL IS REQUESTED OF THE LANDSCAPE ARCHITECT BY THE

LANDSCAPE CONTRACTOR PRIOR TO THE SUBMISSION OF A BID AND / OR QUOTATION.

WRAPPING MATERIAL SHALL BE CORRUGATED PVC PIPING, 1" GREATER IN CALIBER THAN THE TREE BEING PROTECTED OR QUALITY FLEXIBLE PLASTIC. WRAPPING SHALL BE APPLIED TO THE TREE PRIOR TO PROPOSED PLANT AND DELETED FROM STRIPES PLANT IN THE FALL PRIOR TO 12-1 AND REMOVE ALL WRAPPING AFTER 5-1.

FERTILIZER

ALL PLANT MATERIALS SHALL BE FERTILIZED UPON INSTALLATION WITH A 27-3-3 SLOW RELEASE FERTILIZER MIXED IN WITH THE PLANTING SOIL PER THE MANUFACTURER'S INSTRUCTIONS. PLANTS MAY BE TREATED FOR SUMMER AND FALL INSTALLATION WITH AN APPLICATION OF GRANULAR 27-3-3 AT 6 OZ PER 2.5" CALIBER PER TREE AND 3 OZ PER SHRUB WITH AN ADDITIONAL APPLICATION OF 27-3-3 THE FOLLOWING SPRING IN THE TREE SAUCER.

EDGING FOR PLANTING BEDS

BLACK METAL EDGER TO BE USED TO CONTAIN SHRUBS, PERENNIALS, AND ANNUALS WHERE BED MEETS SOD / SEED UNLESS NOTED OTHERWISE.

PLANTING BED PREPARATION

ALL ANNUAL AND PERENNIAL PLANTING BEDS TO RECEIVE 3" DEEP SHREDDED HARDWOOD MULCH WITH NO WEED BARRIER.

ALL SHRUB BED MASSINGS TO RECEIVE 3" DEEP SHREDDED HARDWOOD MULCH AND FIBER MAT WEED BARRIER.

ALL TREES NOT IN PLANTING BEDS TO RECEIVE 4" DEEP SHREDDED HARDWOOD MULCH RING WITH NO MULCH IN DIRECT CONTACT WITH TREE TRUNK.

SPREAD GRANULAR PRE-EMERGENT HERBICIDE (GREEN OR EQUAL) PER MANUFACTURER'S RECOMMENDATIONS UNDER ALL MULCHED AREAS.

MAINTENANCE STRIPS TO HAVE EDGER AND MULCH AS SPECIFIED / INDICATED ON DRAWING OR IN SPECIFICATION.

INSPECTION AND WARRANTY

CONTRACTOR SHALL SUBMIT A WRITTEN REQUEST FOR THE OWNER ACCEPTANCE INSPECTION OF ALL LANDSCAPE AND SITE IMPROVEMENTS.

CONTRACTOR IS RESPONSIBLE FOR Ongoing MAINTENANCE OF ALL NEWLY INSTALLED MATERIALS UNTIL TIME OF OWNER ACCEPTANCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE OCCURRENCE OF ANY DAMAGE TO THE PLANTS WHICH MAY OCCUR PRIOR TO OWNER ACCEPTANCE. SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. CONTRACTOR SHALL PROVIDE THE OWNER WITH A MAINTENANCE PROGRAM, INCLUDING, BUT NOT NECESSARILY LIMITED TO, PRUNING, FERTILIZATION AND DISEASE / PEST CONTROL.

CONTRACTOR SHALL GUARANTEE NEW PLANT MATERIAL THROUGH ONE FULL GROWING SEASON OR TWO YEARS FROM THE DATE OF OWNER ACCEPTANCE.

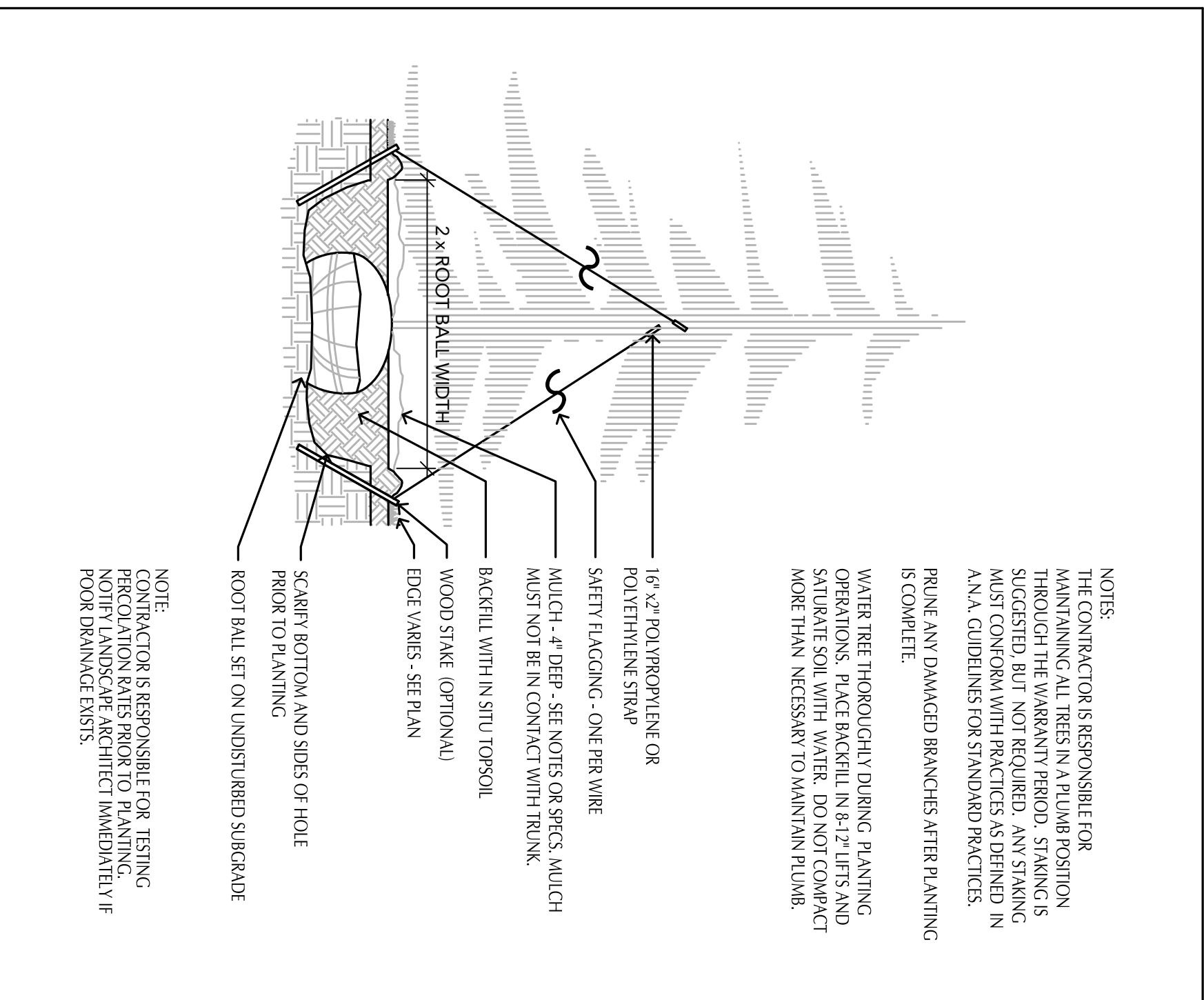
WARRANTY (ONE FULL GROWING SEASON) FOR LANDSCAPE MATERIALS SHALL BEGIN ON THE DATE OF ACCEPTANCE BY THE LANDSCAPE ARCHITECT AFTER THE COMPLETION OF PLANTING OF ALL LANDSCAPE MATERIALS. NO PARTIAL ACCEPTANCE WILL BE CONSIDERED.

TIMING OF INSTALLATION

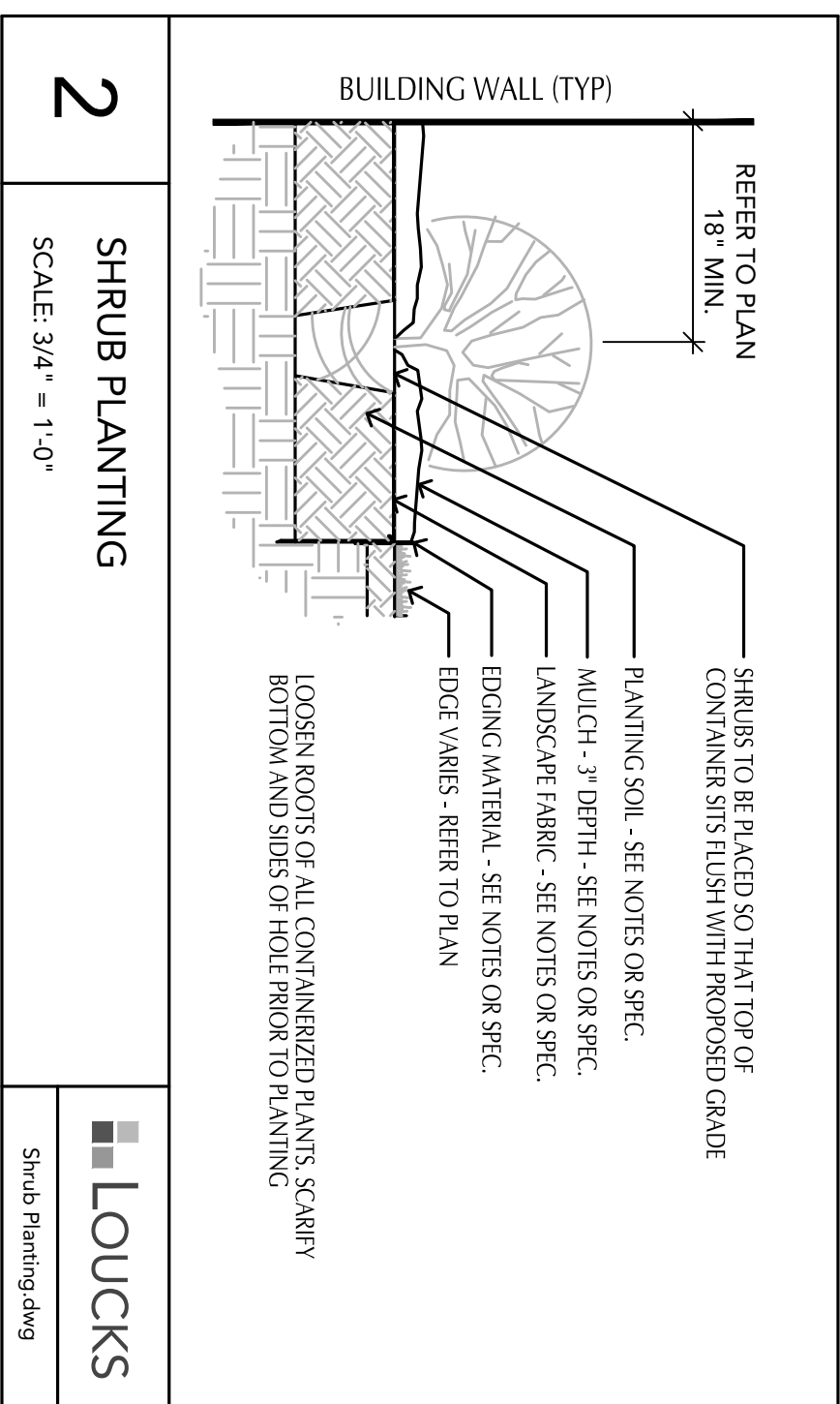
UNLESS NOTED OTHERWISE THE APPROPRIATE DATES FOR SPRING PLANT MATERIAL INSTALLATION AND SEED / SOD PLACEMENT IS FROM THE TIME GROUND HAS THAWED TO JUNE 15.

FALL SODDING IS GENERALLY ACCEPTABLE FROM AUGUST 15 - DECEMBER 15. SEEDING FROM AUGUST 15 - SEPTEMBER 15. DOWNWARD SLOPES SHALL BE PLANTED FROM AUGUST 15 - NOVEMBER 15. FALL CONIFEROUS PLANTING MAY OCCUR FROM AUGUST 15 - OCTOBER 1 AND DECIDUOUS PLANTING FROM THE FIRST FROST UNTIL NOVEMBER 15. PLANTING OUTSIDE THESE DATES IS NOT RECOMMENDED. ANY ADJUSTMENT MUST BE APPROVED IN WRITING BY THE LANDSCAPE ARCHITECT.

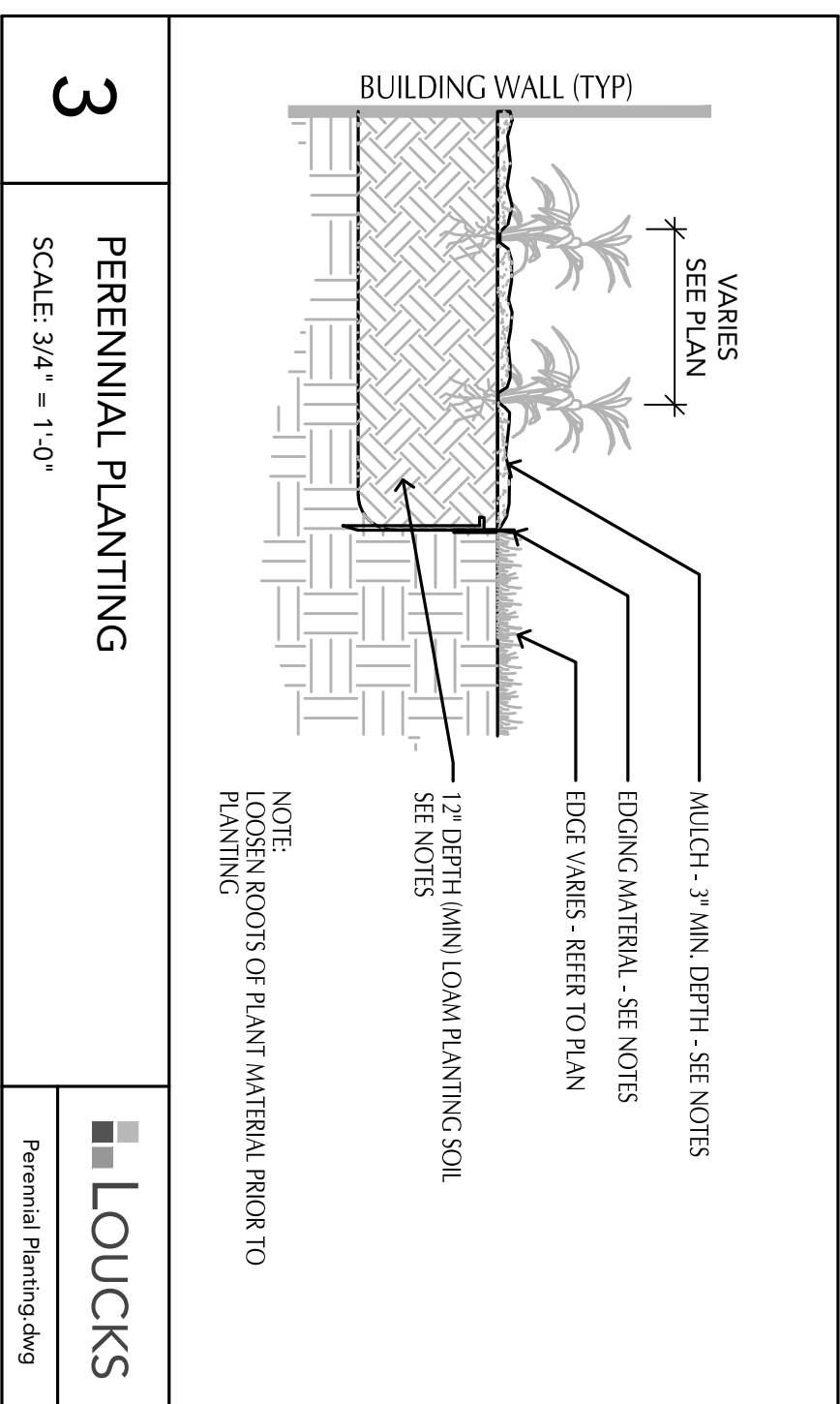
TREES ARE NOT TO BE PRUNED, REMOVED OR TRANSPLANTED BETWEEN APRIL 15 AND JULY 1. NOTIFY LANDSCAPE ARCHITECT IF THESE DATES ARE UNAVOIDABLE.



1 CONIFEROUS TREE PLANTING
SCALE: 1/2" = 1'-0"
Confirerous Tree Planting.dwg



2 SHRUB PLANTING
SCALE: 3/4" = 1'-0"
Shrub Planting.dwg



3 PERENNIAL PLANTING
SCALE: 3/4" = 1'-0"
Perennial Planting.dwg

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CADD QUALIFICATION
The CADD files prepared by the Consultant for this project are the property of the Consultant. The Consultant warrants that the information contained herein is true and correct to the best of its knowledge and belief. The Consultant shall be responsible for the accuracy and completeness of the information provided. The Consultant shall be responsible for the accuracy and completeness of the information provided. The Consultant shall be responsible for the accuracy and completeness of the information provided.
SUBMITTAL/REVISIONS
07/15/2024 CITY SUBMITTAL
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PROFESSIONAL SIGNATURE
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 in the State of Minnesota.
Daniel Rieker, L.A.
License No. 56817
Date XX/XX/2024

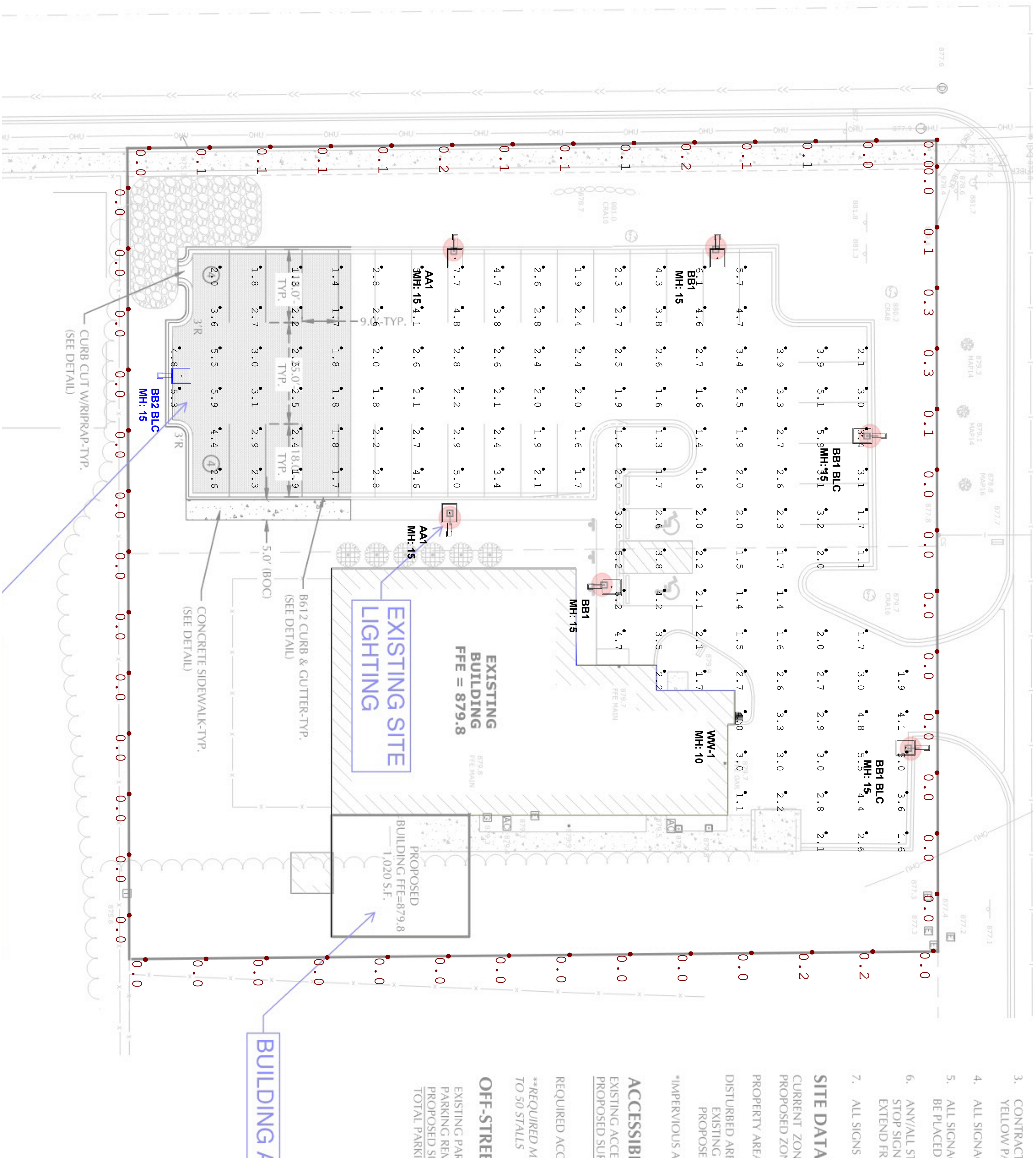
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LANDSCAPE DETAILS
L2-1

Luminaire Schedule	Symbol	Qty	Type	Mounting Height	Lum. Watts	Luminaire Lumens	LLF	Description
	☐	2	AA1	15	69	10026	0.850	P15-P-A05-740-T4S (EXISTING LIGHT TO REMAIN)
	☐	2	BB1	15	69	9799	0.850	P15-P-A05-740-T3M (EXISTING LIGHT TO REMAIN)
	☐	2	BB1 BLC	15	69	7782	0.850	P15-P-A05-740-BLC (EXISTING LIGHT TO REMAIN)
	☐	1	BB2 BLC	15	69	7782	0.900	P15-P-A05-740-BLC NEW POLE AND LOCATION
	☐	1	WW-1	10	27.8	2687	0.850	101L-16L-530-NW-G1-3 (EXISTING LIGHT TO REMAIN)

Calculation Summary						
Label	Units	Avg	Max	Min	Avg/Min	Max/Min
Parking Lot	Fc	2.90	7.7	1.1	2.64	7.00
Property Line	Fc	0.05	0.3	0.0	N.A.	N.A.



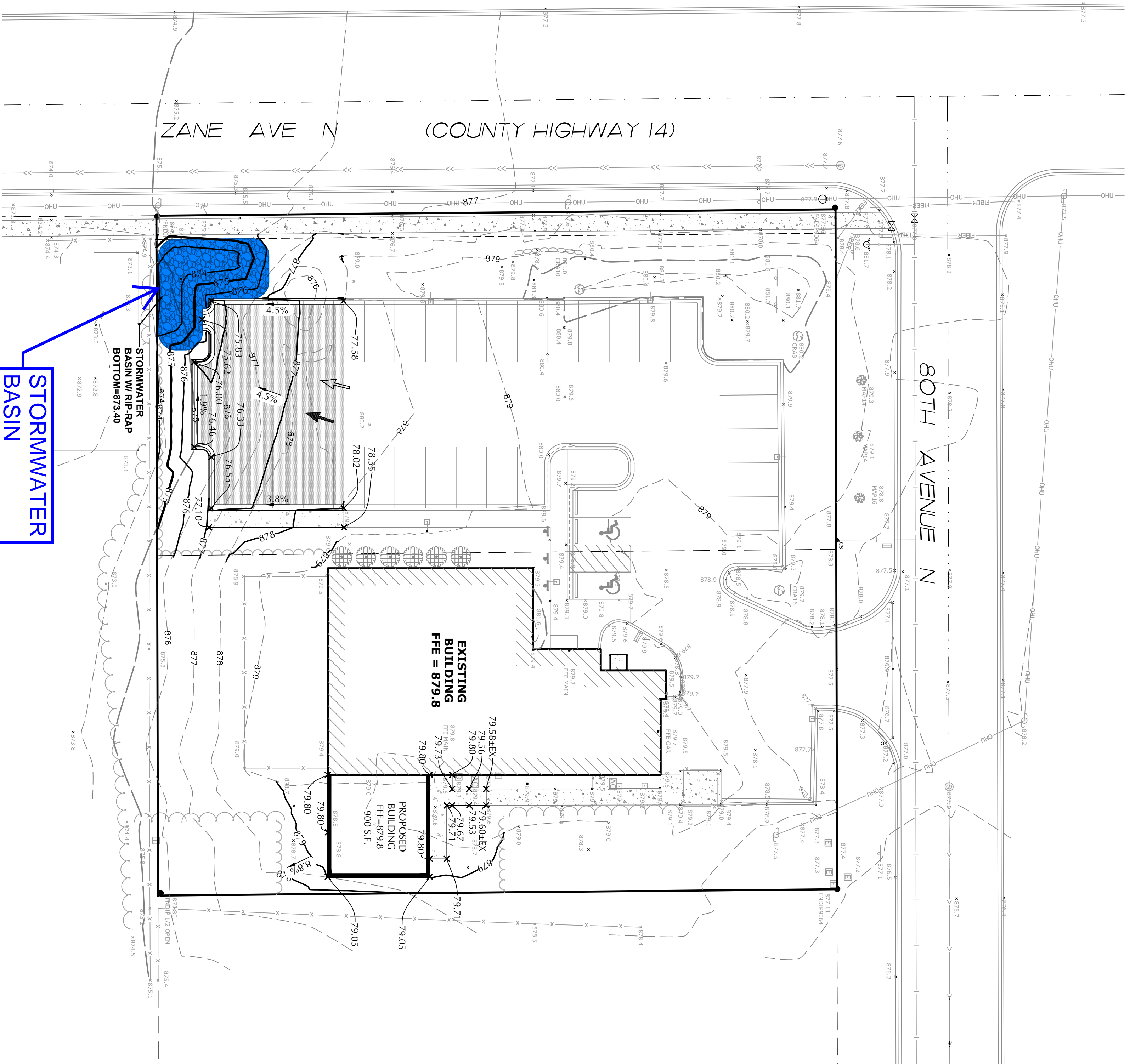
3. CONTRACTOR TO VERIFY ALL SIGNAGE IS YELLOW PER SPEC.
 4. ALL SIGNAGE TO BE PLACED AS SHOWN.
 5. ALL SIGNAGE TO BE PLACED AS SHOWN.
 6. ANY/ALL SIGNAGE TO BE STOP SIGN EXTEND FR.
 7. ALL SIGNAGE TO BE PLACED AS SHOWN.
- SITE DATA**
- CURRENT ZONING: DISTRICT ZONING DISTRICT
- PROPOSED ZONING: DISTRICT ZONING DISTRICT
- PROPERTY AREA: DISTRICT ZONING DISTRICT
- DISTURBED AREA: DISTRICT ZONING DISTRICT
- EXISTING PROPOSED IMPERVIOUS AREA: DISTRICT ZONING DISTRICT
- *IMPERVIOUS AREA: DISTRICT ZONING DISTRICT
- ACCESSIBILITY**
- EXISTING ACCESSIBILITY: DISTRICT ZONING DISTRICT
- PROPOSED ACCESSIBILITY: DISTRICT ZONING DISTRICT
- REQUIRED ACCESSIBILITY: DISTRICT ZONING DISTRICT
- **REQUIRED ACCESSIBILITY TO 50 STALLS
- OFF-STREET PARKING**
- EXISTING PARKING STALLS: DISTRICT ZONING DISTRICT
- PROPOSED PARKING STALLS: DISTRICT ZONING DISTRICT
- TOTAL PARKING STALLS: DISTRICT ZONING DISTRICT

DISCLAIMER: Based on the information provided, all dimensions and luminaire locations shown represent recommended positions. Actual performance of any manufacturer's luminaires may vary due to changes in electrical voltage, tolerance in LEDs and other variable field conditions. Calculations do not include obstructions such as buildings, curbs, landscaping or any other architectural elements unless noted.

Fixture nomenclature to be finalized by engineer and/or architect.

This drawings is for photometric evaluation purposes only and should not be used as a construction document or as a final document for ordering product.

NOTE:
 EXISTING CONDITIONS INFORMATION SHOWN IS FROM A SURVEY PREPARED BY E. G. RUD & SONS, DATED JUNE 2, 2021, AND PROPOSED BROOKLYN PARK PET HOSPITAL PLANS PREPARED BY LOUCKS, DATED 08/11/2024. EXISTING CONDITIONS BASED ON PROPOSED PLANS HAS NOT BEEN VERIFIED. IF EXISTING CONDITIONS DIFFER FROM PROPOSED PLANS, CONTRACTOR TO INFORM ENGINEER OF ACTUAL SITE CONDITIONS.



STORMWATER BASIN

EXISTING BUILDING
 FFE = 879.8

PROPOSED BUILDING
 FFE = 879.8

STORMWATER BASIN W/ R/P-RAP BOTTOM = 873.40

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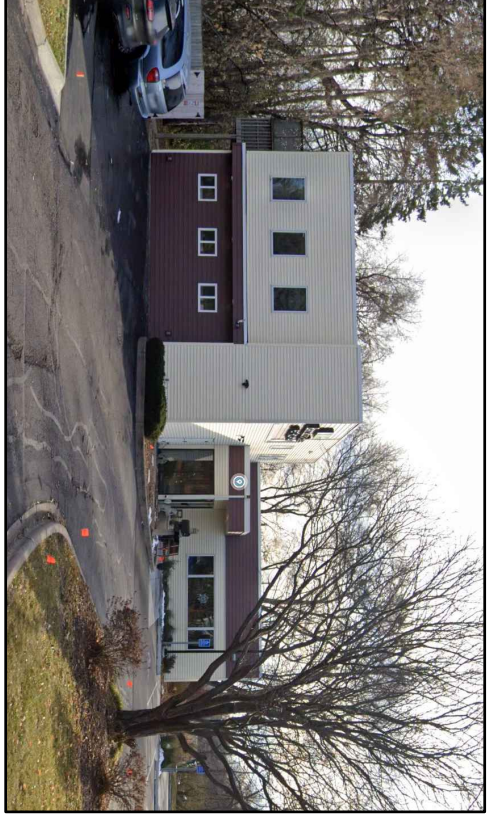
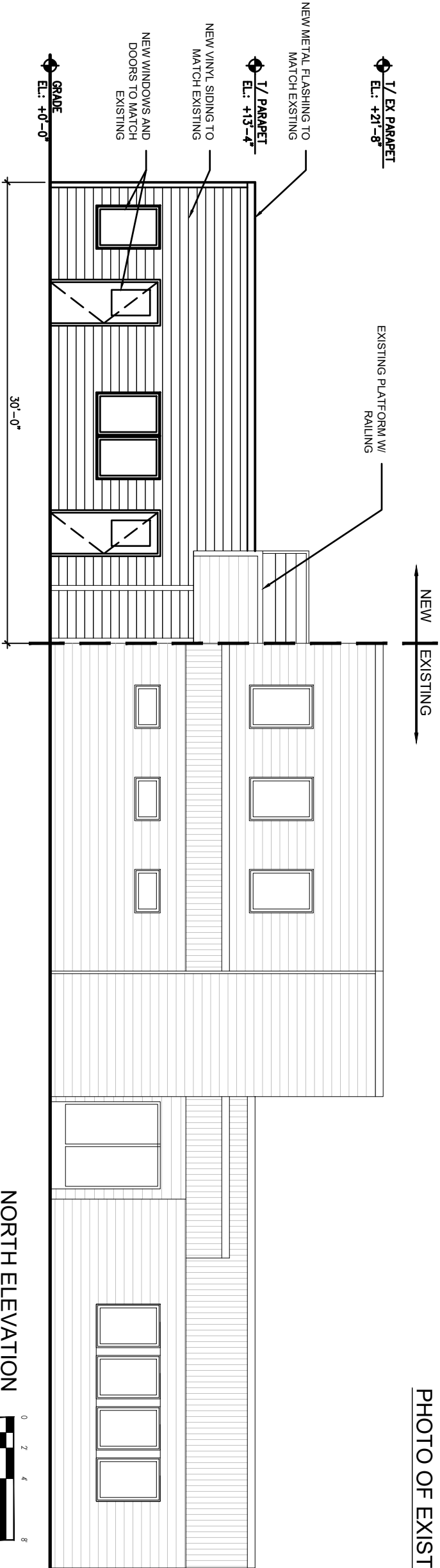
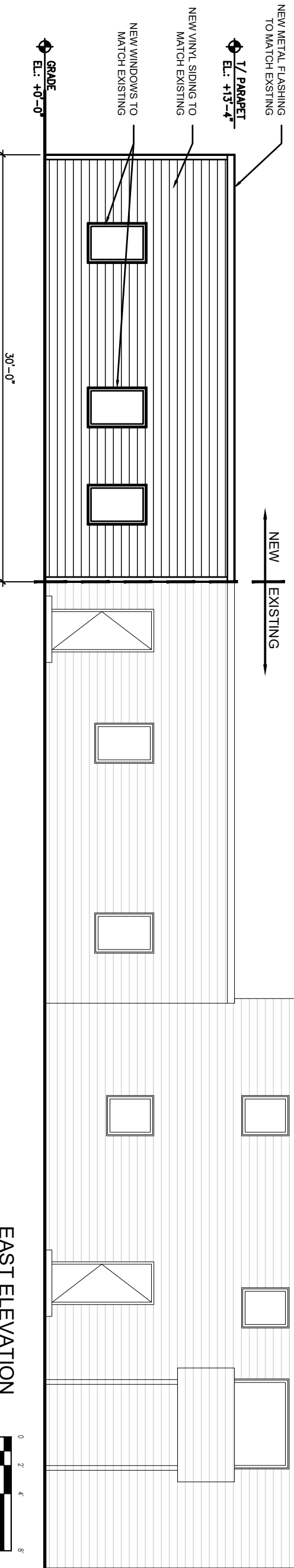
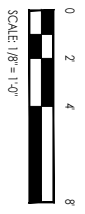


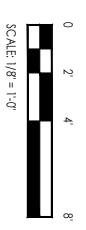
PHOTO OF EXISTING



NORTH ELEVATION



EAST ELEVATION



CLIENT APPROVAL

NO	DESCRIPTION	DATE
1	ZONING REVIEW	08/28/2024

DRAWN BY _____ FINAL REVIEW
 BH
 PROJECT NUMBER 24.XXX
 DATE 08/25/2024
 SHEET NAME
ELEVATIONS

City of Brooklyn Park Planning Commission Staff Report

Agenda Item:	5.2	Meeting Date:	September 11, 2024
Agenda Section:	Public Hearing	Originating Department:	Community Development
Resolution:	X	Prepared By:	Erin McDermott, Senior Planner
Ordinance:	N/A		
Attachments:	4	Presented By:	Erin McDermott, Senior Planner
Item:	6301 Welcome Ave - Conditional Use Permit, #24-115 for an auto oriented repair service on a property zoned BP – Business Park.		

Proposed Actions:

MOTION _____ SECOND _____ TO RECOMMEND DENIAL OF A CONDITIONAL USE PERMIT FOR AN AUTO ORIENTED REPAIR SERVICE AT 6301 WELCOME AVENUE AND TO ADOPT FINDINGS OF FACT FOR THE DENIAL OF THE REQUEST.

Summary:

The property owner, Caspian Tigers, LLC. has been operating auto oriented repair services out of this property, as well as the adjacent property to the north which is under the same ownership, and which obtained Conditional Use Permit (CUP) approvals in 2023. This application is a request to change conditions to an existing CUP issued in 1989 (CUP #1989-3442).

This property has been the subject of joint enforcement efforts of the Environmental Health Division and the Brooklyn Park Police Department, who recommended conditions be added to the CUP to mitigate safety impacts on the neighborhood. The primary safety concern impacting the surrounding neighborhood is on-street parking, which impacts the safety of children living in the neighborhood as they walk to and from Fair Oaks Elementary school, a public school a block to the north of the subject property. Additional concerns with this property involve the impact of outdoor storage of junk vehicles and tires, which are both a public nuisance and an eyesore. In addition, the site has created negative traffic impacts with the delivery of vehicles as many tow companies are leaving vehicles to be repaired on the street. This can hinder traffic and impede the vision of motorists navigating Welcome Ave. City staff has continued working with the property owner to mitigate the impacts on this neighborhood through the CUP process.

Staff discouraged the property owner from seeking changes to the existing CUP until all other violations on the site were resolved. A completed application was submitted, and under Minnesota Statute 15.99, the City has 60 days to respond to the request. Given the history of the site, it was inferred that the violations would not be resolved concurrently with the application. Under 152.302(D) Procedures. if denied, the applicant cannot re-apply for one year or until substantial changes are made to warrant the reconsideration of the request.

There is no development proposed at this time. The applicant is in the process of working with the Environmental Health team to bring this property into compliance. The existing structures are sufficient for the intended use of vehicle repair and body work.

Previous Approvals:

This parcel was created by the subdivision named “Coopers Industrial Park” in 1969, and was developed through site plan review in 1980. Auto oriented repair was a conditional use at the time of development, at which time a CUP was issued (CUP #1989-3442).

Current Conditions:

The subject property is 1.69 acres and is located west of Welcome Avenue, north of 63rd Avenue, and south of 65th Avenue. This property is adjacent to the Towns Edge Village development, which was developed in 1972. This property, along with the adjacent property under the same ownership, have been the subject of numerous complaints regarding noncompliance with the CUPs impacting the properties. This property is currently noncompliant with the following conditions:

- 8.) The property shall not allow the storage of wrecked, abandoned or junked automobiles, or the display of used cars.
- 9.) No automobiles to be serviced shall be parked during non-business hours in the parking lot on Welcome Avenue North.
- 12.) No artificial elevation of vehicles on raised platforms or the like shall occur on site.
- 19.) All applicable City ordinances not specifically covered herein shall become a part of this Conditional Use Permit.

The current request made by the applicant is to remove condition 12 of the existing CUP as there is an existing lift in one of the tenancies for car repairs. The violations that fall under condition 19 include, but are not limited to, the continuation of illegal street parking, violation of fire lane requirements, as well as building code violations in which permits were not obtained. The Environmental Health Division of the Community Development Department has been working with the property owner to resolve these issues; however, tenants continue to have vehicles dropped off for repair on Welcome Avenue despite no parking signs posted.

Future Land Use Plan	Business Park
Current Zoning	Business Park
Proposed Zoning	No Change
Neighborhood	Lakeland Park
Site Area	1.69 acres
Conforms to:	
Land Use Plan	Yes
Zoning Code	Yes
Notification	53 Public Hearing Notices mailed Posted in the Sun Post Neighborhood emails sent
Timeline (MN §15.99)	
60-day	October 15, 2023
120-day	December 14, 2023

Land Use/Zoning and Overlay:

The site is zoned Business Park and is within the Lakeland Park neighborhood. The future land use for the property is Business Park.

Conditional Use Permit:

Auto Oriented Repair services are a conditional use in the Business Park zoning district (§ 152.609.01). Conditional uses must be reviewed against the standards of the Code (§ 152.305). 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.

The Future Land Use of the Brooklyn Park 2040 Comprehensive Plan guides the property as Business Park. The Business Park uses include light industrial, with medium and high intensity uses. The Comprehensive Plan lists the focus of this land use as job creation. The intent is to minimize negative impacts on residential neighborhoods. Auto oriented repair service is consistent with the Comprehensive Plan.

(2) *Traffic.* The generation and characteristics of the traffic associated with the use and its impact on the traffic volumes of and safety associated with driveway location on adjacent roads, sidewalks and trail connections.

Vehicular access to the site is available from two points along Welcome Avenue, the first on the north side of the property, and the second from a shared access point on the adjacent property to the south.

(3) *Parking.* The characteristics of the parking area of the use, including the number and design of parking spaces, landscaping, traffic circulation, drainage, and lighting. The city may require additional parking above that required in § 152.140 through 152.146.

The code does not prescribe a number of parking spaces needed for auto oriented repair services. However, to remain consistent with the approvals of the adjacent property (and 6301's existing CUP?), the outdoor parking of vehicles requiring repair services is prohibited on site overnight. The provided site plan, and original approvals show this property has 70 parking spaces, which would grant 3.8 spaces per tenancy.

This property is in violation of conditions 8 and 9 of the existing CUP, in which wrecked and junked automobiles are being stored on site, and vehicles for repair are being parked during non-business hours in the parking lot on Welcome Avenue North. There have also been numerous complaints regarding on-street parking related to the tenants of this property, several of which can be seen in the attachments.

(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.

As this request is to continue operating existing businesses, there is no additional need for utilities to this site. The violations on this site are disproportionately utilizing City services, such as Police and Fire staff, in a harmful manner to the community as those services are much needed elsewhere.

(5) *Screening and landscaping.* The ability to screen and buffer incompatible off-site impacts of the proposed use on adjacent property and the surrounding neighborhood. The city may require additional landscaping or screening above that required in the specific zoning district.

This site is nonconforming with current standards, however, with no proposed physical improvements to the site there is no request for improvements for landscaping or screening at this time.

(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.

This site is nonconforming with current standards, however, with no proposed physical improvements to the site there is no request for improvements to architectural standards at this time.

(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.*

This site is in violation of Chapters 93, 94, and 103 of the Brooklyn Park City Code of Ordinances, in addition to violations of Chapter 152, the Zoning Code as listed below:

Chapter 93

This Chapter of City Code is the mechanism by which the City has adopted the Minnesota State Fire Code, violations of this Chapter are also violations of Minnesota Statute. This is where fire lane requirements are located, as well as codes governing the interior of the building. An inspection report completed by the Fire Department is attached to this report. The repeated parking violations on this site as well as the off-site parking violations are directly in violation of this chapter as they are impeding fire lanes, which impacts the safety on site as well as for adjacent property owners.

Chapter 94

This Chapter of City Code establishes Health and Safety standards as they pertain to nuisances. The current use has resulted in public nuisance as defined by City Code Section § 94.02. Public Nuisance Prohibited as this site maintains conditions that unreasonably endangers the safety of the public through violations of the Fire Code, obstructing passage of public streets through the on-street parking in a no parking zone by auto oriented repair tenants of this facility, permitting work requiring permits by the Building Code without permits, and once notified of this violation have not obtained the necessary permits, as well as continuing to rent this property to tenants who are continuing acts creating violations listed above.

Chapter 103

This Chapter of City Code is the mechanism by which the City has adopted the Minnesota Building Code, violations of this Chapter are also violations of Minnesota Statute. Work requiring building permits was completed without the necessary permits, this has been brought to the attention of the property owner and no permits have been applied for at this time.

The required findings of § 152.305 have been addressed. Because the application does not meet all criteria for approval, as noted above, Staff recommends denial of the CUP request.

Findings of Fact:

Staff recommends the adoption of a Resolution Adopting Findings of Fact for the Denial of a Conditional Use Permit for an Auto Oriented Repair Service at 6301 Welcome Avenue North with the following findings:

1. The request is not changing the use or intensity of use on the property.
2. The property is out of compliance with the existing Conditional Use Permit as follows:
 - A. The property has allowed the storage of wrecked, abandoned and junked automobiles, in violation of Condition 8 of CUP1989-3442.
 - B. Automobiles to be serviced are regularly parked during non-business hours in the parking lot on Welcome Avenue North in violation of Condition 9 of CUP1989-3442.
 - C. Artificial elevation of vehicles on raised platforms is occurring within one of the tenancies, in violation of Condition 12 of CUP1989-3442.

3. The current use has resulted in public nuisance as defined by City Code Section § 94.02. Public Nuisance Prohibited as this site maintains conditions that unreasonably endangers the safety of the public through violations of the Fire Code.
4. The current use has resulted in public nuisance as defined by City Code Section § 94.02. Public Nuisance Prohibited as this site obstructs passage of public streets through the on-street parking in a no parking zone by auto oriented repair tenants of this facility.
5. The current use has resulted in public nuisance as defined by City Code Section § 94.02. Public Nuisance Prohibited as this site is guilty of an act declared by statutory law through permitting work requiring permits by the Building Code without permits, and once notified of this violation have not obtained the necessary permits.
6. The current use has resulted in public nuisance as defined by City Code Section § 94.02. Public Nuisance Prohibited as this site continues to rent this property while being aware the tenants of this building are continuing acts creating violations listed above.
7. The property owner is on record at the October 11, 2023 Public Hearing regarding the violations in existence on this property and the adjacent property making claims that both properties would be brought into compliance within a reasonable timeframe, however the violations still exist.

Staff Recommendation:

Staff recommends the recommendation of denial for this CUP request, with the adoption of Findings of Fact in support of this recommendation.

Alternatives to Consider:

1. Deny the Conditional Use Permit request based on the attached findings.
2. Make recommendation to City Council to begin revocation proceedings for the existing CUP.
3. Recommend approval of this request for a CUP.

Budgetary/Fiscal Issues: N/A

Attachments:

- A. DRAFT RESOLUTION – FINDINGS OF FACT FOR DENIAL
- B. LOCATION MAP
- C. CUP 1989-3442
- D. PREVIOUS SUBMISSIONS – DEV23-111

RESOLUTION #2024-____

RESOLUTION TO ADOPT FINDINGS OF FACT FOR THE DENIAL OF A CONDITIONAL USE PERMIT REQUEST FOR AN AUTO ORIENTED REPAIR FACILITY AT 6301 WELCOME AVENUE NORTH

Planning Commission File #24-115

WHEREAS, Caspian Tigers, LLC has made application for a Conditional Use Permit under the provisions of Chapter 152 of the City Code on property legally described as:

Lot 6 Block 1 of Coopers Industrial Park, Hennepin County, Minnesota.

WHEREAS, the matter has been referred to the Planning Commission who have given their advice and recommendation to the City Council; and

WHEREAS, the property was previously issued a conditional use permit CUP 1989-3442; and

WHEREAS, the Planning Commission held a public hearing on September 11, 2024; and

WHEREAS, the effect of the proposed use upon the health, safety and welfare of surrounding lands and existing and anticipated effects on the neighborhood have been considered; and

WHEREAS, the Planning Commission has reviewed the conditional use permit application for an auto oriented repair facility, and finds the request:

1. Is not changing the use or intensity of use on the property from the existing Conditional Use Permit issued to this site.
2. The property is out of compliance with the existing Conditional Use Permit.
3. The current use has resulted in public nuisance as defined by City Code Section § 94.02. Public Nuisance Prohibited as this site maintains conditions that unreasonably endangers the safety of the public through violations of the Fire Code.
4. The current use has resulted in public nuisance as defined by City Code Section § 94.02. Public Nuisance Prohibited as this site obstructs passage of public streets through the on-street parking in a no parking zone by auto oriented repair tenants of this facility.
5. The current use has resulted in public nuisance as defined by City Code Section § 94.02. Public Nuisance Prohibited as this site is guilty of an act declared by statutory law through permitting work requiring permits by the Building Code without permits, and once notified of this violation have not obtained the necessary permits.
6. The current use has resulted in public nuisance as defined by City Code Section § 94.02. Public Nuisance Prohibited as this site continues to rent this property while being aware the tenants of this building are continuing acts creating violations listed above.
7. The property owner is on record at the October 11, 2023 Public Hearing regarding the violations in existence on this property and the adjacent property making claims that both properties would be brought into compliance within a reasonable timeframe. However, the violations still exist.

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

The application for a conditional use permit to operate an auto oriented repair facility at 6301 Welcome Avenue is hereby denied.

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.

RESOLUTION #1989-198

RESOLUTION GRANTING CONDITIONAL USE PERMIT #1989-3442
FOR AUTO BODY REPAIR
DAN PETTIS
6301 WELCOME AVENUE NORTH

WHEREAS, application has been made for a Conditional Use Permit under the provisions of Section 366 and 364.02 of the City Code on property legally described as:

Lots 5 and 6, Block 1, COOPER'S INDUSTRIAL PARK, Hennepin County, Minnesota.

WHEREAS, the effect of the proposed use upon the health, safety and welfare of surrounding lands, existing and anticipated traffic conditions and its effect on property values in the neighborhood has been considered,

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

1. It is hereby determined that the proposed development is in harmony with the general purposes and interest of the Zoning Ordinances of the City.
2. The Conditional Use Permit is granted to Dan Pettis (Detail Collision Center) in accordance with the conditions set forth in Exhibit Z which is made a part of this resolution by reference and is on file and can be examined in the City Clerk's Office. This property is subject to the terms set forth in Exhibit Z.
3. That the petitioner shall be required to record a copy of this resolution with the Hennepin County Recorder and/or Registrar of Titles and to pay all fees for said recording and shall file proof of said recording 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.

The foregoing resolution was introduced by Council Member Slack and duly seconded by Council Member Enge. The following voted in favor of the resolution: Krautkremer, Engh, Slack, Marshall, Gustafson, Enge and Stromberg. The following voted against: None. The following were absent: None. Whereupon the resolution was adopted.

ADOPTED: JULY 24, 1989


JAMES KRAUTKREMER, MAYOR

CERTIFICATE

STATE OF MINNESOTA
COUNTY OF HENNEPIN
CITY OF BROOKLYN PARK

I, the undersigned, being the duly qualified and acting Clerk of the City of Brooklyn Park, Minnesota, hereby certify that the above resolution is a true and correct copy of the resolution as adopted by the City Council of the City of Brooklyn Park on July 24, 1989.

WITNESS my hand officially as such Clerk and the corporate seal of the City this 25th day of July, 1989.


MYRNA MAIKKULA, CITY CLERK

(SEAL)

REQUEST FOR COUNCIL ACTION



MEETING DATE: 7-24-89
AGENDA SECTION: PLANNING
AGENDA NO: 5.2
ITEM: PETTIS, DAN, C.U.P. #1989-3442 for auto body repair at 6301 Welcome Ave. No.
ORIGINATING DEPARTMENT: COMMUNITY DEVELOPMENT
BY: T. Bakritges

BACKGROUND INFORMATION FOR 7-24-89:

The applicant is requesting a Conditional Use Permit to operate an automobile repair business in 3,900 square feet of an existing building on Welcome Avenue North in the Cooper's Industrial Park.

The main issue here is the many exposed garbage dumpsters being seen from 63rd Avenue North. The trash enclosure can be constructed within the berm so the view of the enclosure structure would not greatly affect any of the business owners and the motoring public on 63rd Avenue North. This one large enclosed dumpster could serve all the individual businesses facing 63rd Avenue North. Creating this central facility minimizes traffic conflicts with the dumpster location and directly improves the view of the building from 63rd Avenue North.

2-323 8:45
The Planning Commission unanimously recommended approval.

ACTION REQUESTED BY THE CITY COUNCIL ON 7-24-89:

MOTION *Slack* / SECOND *Engel* TO WAIVE THE READING AND ADOPT RESOLUTION #1989-*48* APPROVING CONDITIONAL USE PERMIT #1989-3442 FOR AUTO BODY REPAIR AT 6301 WELCOME AVENUE NORTH FOR DAN PETTIS (DETAIL COLLISION CENTER).

MPU

RESOLUTION #1989-

**RESOLUTION GRANTING CONDITIONAL USE PERMIT #1989-3442
FOR AUTO BODY REPAIR
DAN PETTIS
6301 WELCOME AVENUE NORTH**

WHEREAS, application has been made for a Conditional Use Permit under the provisions of Section 366 and 364.02 of the City Code on property legally described as:

Lots 5 and 6, Block 1, COOPER'S INDUSTRIAL PARK, Hennepin County, Minnesota.

WHEREAS, the effect of the proposed use upon the health, safety and welfare of surrounding lands, existing and anticipated traffic conditions and its effect on property values in the neighborhood has been considered,

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

- 1. It is hereby determined that the proposed development is in harmony with the general purposes and interest of the Zoning Ordinances of the City.**
- 2. The Conditional Use Permit is granted to Dan Pettis (Detail Collision Center) in accordance with the conditions set forth in Exhibit Z which is made a part of this resolution by reference and is on file and can be examined in the City Clerk's Office. This property is subject to the terms set forth in Exhibit Z.**
- 3. That the petitioner shall be required to record a copy of this resolution with the Hennepin County Recorder and/or Registrar of Titles and to pay all fees for said recording and shall file proof of said recording 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.**

EXHIBIT Z

CONDITIONAL USE PERMIT #1989-3442
FOR AUTO BODY REPAIR
DAN PETTIS (DETAIL COLLISION CENTER)
6301 WELCOME AVENUE NORTH

This Conditional Use Permit #1989-3442 was approved by the City Council on July 24, 1989, subject to the following terms:

REQUIRED PLANS

1. This Conditional Use Permit #1989-3442 for an auto body repair facility as shown on site plans dated September 28, 1979, stamped as Received by the City of Brooklyn Park Planning Commission May 4, 1989, and marked "Exhibit A". "Exhibit A" is attached to this permit and made a part hereto.

BONDS, ESCROWS AND DIRECT PAYMENTS

2. A cash bond in the amount of \$2,000.00 must be posted with the City. The cash bond or letter of credit must be dated to expire the same as the development contract and shall have a maintenance clause guaranteeing work for one year after acceptance. This bond guarantees that the developer will construct or install the following:
 - A. A separate fireproof three-sided enclosure six feet in height on a concrete pad with an exterior finish that shall match the finish of the building and secured with a chainlink gate with wooden slats, or a metal gate, located to the south of the building. The trash enclosure can be constructed within the berm.
 - a. The interior of the dumpster area will have to be constructed of masonry, and;
 - b. The sides and bottom of the dumpster enclosure must be treated with an epoxy finish per Health Department requirements.

REQUIRED DOCUMENTS

3. A Developer's Contract relating to the items covered in the developer's bond shall be signed by the developer and shall be marked as "Exhibit B". "Exhibit B" is attached to this permit and made a part hereof.

GENERAL CONDITIONS

4. It shall be the developer's responsibility to keep active and up to date the developers contract and financial surety (letters 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 Division.
5. Signage shall be limited to a wall sign on the south elevation. This wall sign shall not exceed ten percent of the bay's wall area and the signage shall be individual letters, with permanent lettering which is affixed to the exterior wall of a building and has a sign face which is parallel to the building wall. This wall sign shall not project more than twelve inches from the surface to which it is attached nor shall it extend beyond the top of the building wall. No freestanding signs or off-site signage shall be permitted. (Signage on the garage door must be removed based on the Sign Ordinance Section 356.)
6. The site shall not be allowed to have streamers, balloons, searchlights, pennants, pinwheels, or other attention-attracting devices. No signs shall be allowed to flash, blink, rotate or electronically display advertising.
7. Any exposed roofing equipment shall be screened
8. The property shall not allow the storage of wrecked, abandoned or junked automobiles, or the sale or display of used cars.
9. No automobiles to be serviced shall be parked during non-business hours in the parking lot on Welcome Avenue North.
10. No sales or rentals of motor vehicles, trailers, campers, boats and the like shall be permitted.

11. The storage of all paints, solvents and other hazardous materials associated with auto body repair and servicing shall be approved by the City Fire Department.
12. No artificial elevation of vehicles on raised platforms or the like shall occur on the site.
13. If a fence is to be erected on the site for security purposes, the location shall be approved by the Planning Division.
14. All common interior walls from Detail Collision Center to other occupancies must be one hour rated separations (each to occupancy to B-2 occupancy).
15. Front office areas must be a one-hour rated separation from repair area (B-2 to H-2 occupancy).
16. Flammable liquid storage/mixing room must meet requirements of Uniform Building Code or flammable liquids must be stored in an approved safety cabinets.
17. Forced air furnace in repair area must meet Uniform Building Code requirements.
18. Air make up system must provide minimum air flow for building as called for in uniform building and mechanical codes.
19. All applicable City ordinances not specifically covered herein shall become a part of this Conditional Use Permit.
20. Section 365.02 g. of the City Code (abandonment, revocation, cancellation) is marked as "Exhibit C" and made a part of this permit.
21. The undersigned agrees to provide a copy of this document to any or all purchasers and/or lessees who would continue to use the property for the purpose stated in Article #1.

The undersigned declares he has fully examined this Conditional Use Permit and all exhibits attached hereto, and agrees to all the conditions set forth. This approval will expire one year from the date of City Council approval unless all of the conditions have been met, and valid building permits are in force. In no case shall the property be used for the use in which this permit is approved until all of the conditions have been met by the petitioner and are inspected by the City.

EXHIBIT Z, Page 4 of 4
Dan Pettis, C.U.P. #1989-3442

By _____

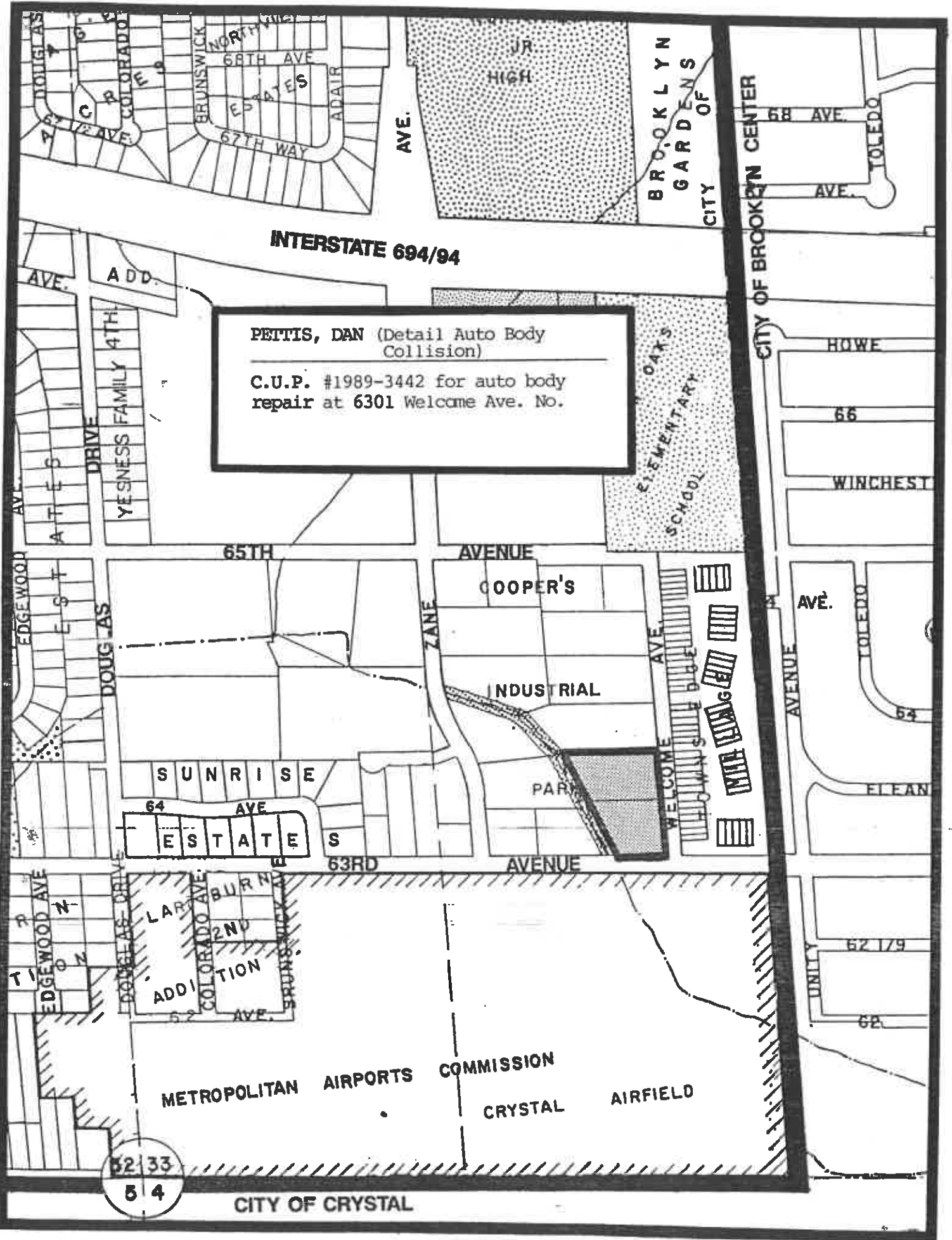
Title _____

Witness _____

Witness _____

PETTIS, DAN (Detail Auto Body Collision)

C.U.P. #1989-3442 for auto body repair at 6301 Welcome Ave. No.



MEMORANDUM

ITEM 4.A.

DATE: JUNE 30, 1989
TO: PLANNING COMMISSION
FROM: THOMAS C. BAKRITGES, ASSOCIATE PLANNER
SUBJECT: PETTIS DAN, C.U.P. #1989-3442 for auto body repair at 6301 Welcome Avenue North

At the June 7, 1989, Planning Commission Meeting the applicant requested that this item be continued until the July 5, 1989, meeting. This would give the applicant enough time to read and understand all the conditions within the Staff Report. Staff is of the opinion that this item needs no further review due to a number of important concerns that were pointed out by staff and the Planning Commission.

RECOMMENDATION

Staff continues to recommend approval of C.U.P. #1989-3442 for auto body repair at 6301 Welcome Avenue North for Dan Pettis per the conditions of the Staff Report.

TCB:mp

STAFF REPORT

CITY OF
BROOKLYN
PARK

PUBLIC HEARING DATE: June 7, 1989

ITEM 4 B.

REQUEST

CASE NUMBER:

1989-3442

APPLICANT:

PETTIS, DAN

PROPOSED REQUEST:

Conditional Use Permit for Auto Body Repair

LOCATION OF REQUEST:

6301 Welcome Avenue North

SITE DATA

SIZE:

3.5 + Acres

DENSITY:

N/A

PRESENT ZONING:

I-1 (Limited Industrial)

CONTIGUOUS LAND USE:

N - Industrial
E - Single and Two-Family Residential
W - Industrial
S - Crystal Airfield (Metropolitan Airport Commission)

PARK DEDICATION:

N/A

ANALYSIS

CONFORMANCE TO ADOPTED
LAND USE PLAN:

Yes - Comprehensive Plan Shows Industrial

STAFF RECOMMENDATION:

APPROVAL

PLANNING STAFF REPORT

Page 2

PETTIS, DAN, Conditional Use Permit #1989-3442 for Auto Body Repair at 6301 Welcome Avenue North

PROPOSAL:

The applicant is requesting a Conditional Use Permit to operate an automobile repair business in 3,900 square feet of an existing building on Welcome Avenue North in the Cooper's Industrial Park.

Detail Collision Center repaints cars, trucks and vans and does repair work, including small and large collision repairs.

PLANNING CONSIDERATIONS:

Auto body shops are typically not a particularly attractive or desirable land use, since much of the activity or evidence of activity -- i.e. stored cars, car parts -- is often visible from the street. The applicant (Detail Collision Center) has assured Staff that all vehicles are stored inside at night for the safety of the customer's property and for the preservation of aesthetic value of the site.

A letter from Detail Collision Center dated May 4, 1989, stated that they like to appear as professional on the outside as any other business and that they want to have a positive impact on the multi-dwellings and private homes in the surrounding area.

The main issue here is the many exposed garbage dumpsters being seen from 63rd Avenue North. There is not an easy solution to this problem. Denial of the Conditional Use Permit (which Staff does not recommend) will not prevent a permitted use to operate out of that bay. The best solution is to build a separate fire-proof trash enclosure located south of the building. The trash enclosure can be constructed within the berm so the view of the enclosure structure would not greatly affect any of the business owners and the motoring public on 63rd Avenue North. This one large enclosed dumpster could serve all the individual businesses facing 63rd Avenue North. Staff is of the opinion that this would improve the view from the motoring public from 63rd Avenue North.

Creating this central facility minimizes traffic conflicts with the dumpster location and directly improves the view of the building from 63rd Avenue North. This location would not impact the surrounding properties or the business owners within that area.

PLANNING STAFF REPORT

Page 3

PETTIS, DAN, Conditional Use Permit #1989-3442

RECOMMENDATION:

Staff recommends approval of Conditional Use Permit #1989-3442 for Dan Pettis for an auto body repair shop at 6301 Welcome Avenue North with the following conditions:

1. Site and floor plans as shown on plans dated "Planning Commission May 4, 1989".
2. Signage shall be limited to a wall sign on the south elevation. This wall sign shall not exceed ten percent of the wall area and the signage shall be individual letters, with permanent lettering which is affixed to the exterior wall of a building and has a sign face which is parallel to the building wall. This wall sign shall not project more than twelve inches from the surface to which it is attached nor shall it extend beyond the top of the building wall. No free-standing signs or off-site signage shall be permitted. (Signage on the garage door must be removed based on the Sign Ordinance.)
3. There shall be no flags, pennants, pinwheels, temporary or mobile signs, or any other attention attracting devices on the site.
4. Any exposed roofing equipment shall be screened.
5. The property shall not allow the storage or depository of wrecked, abandoned or junked automobiles, or for the sale or display for sale of used cars.
6. No automobiles to be serviced shall be parked during non-business hours in the parking lot on Welcome Avenue North.
7. No sales or rentals of motor vehicles, trailers, campers, boats and the like shall be permitted.
8. All trash, waste materials and obsolete automobile parts shall be a separate fire-proof trash enclosure located to the south of the building. Said enclosure shall be architecturally compatible with the building.
9. The storage of all paints, solvents and other hazardous

PLANNING STAFF REPORT

Page 4

PETTIS, DAN, Conditional Use Permit #1989-3442

materials associated with auto body repair and servicing shall be approved by the City Fire Department.

10. No artificial elevation of vehicles on raised platforms or the like shall occur on the site.
11. If a fence is to be erected on the site for security purposes, the location shall be approved by the Planning Division.
12. All common interior walls from Detail Collision Center to other occupancies must be one hour rated separations (each to occupancy to B-2 occupancy).
13. Front office areas must be a one hour rated separation from repair area (B-2 to H-2 occupancy).
14. Flammable liquid storage/mixing room must be meet requirements of uniform building code or flame liquids must be stored in an approved safety cabinets.
15. Forced air furnace in repair area must meet uniform building code requirements.
16. Air make up system must provide minimum air flow for building as called for in uniform building and mechanical codes.

Respectfully Submitted,



Thomas C. Bakritges
Associate Planner

TCB:baz

DATE: MAY 15, 1989
TO: PLANNING COMMISSION
ATTN: GARY BERG
FROM: JOE FAUST, FIRE INSPECTOR *JF*
SUBJECT: DETAIL COLLISION CENTER

1. All common interior walls from Detail Collision to other occupancies must be one-hour rated separations (H2 occupancy to B2 occupancy).
2. Front office areas must be a one-hour rated separation from repair area (B2 to H2 occupancy).
3. Flammable liquids storage/mixing room must meet requirements of Uniform Building Code or flammable liquids must be stored in approved safety cabinets.
4. Forced air furnace in repair area must meet Uniform Building Code requirements.
5. Air make-up system must provide minimum air flow for building as called for in Uniform Building and Mechanical Codes.

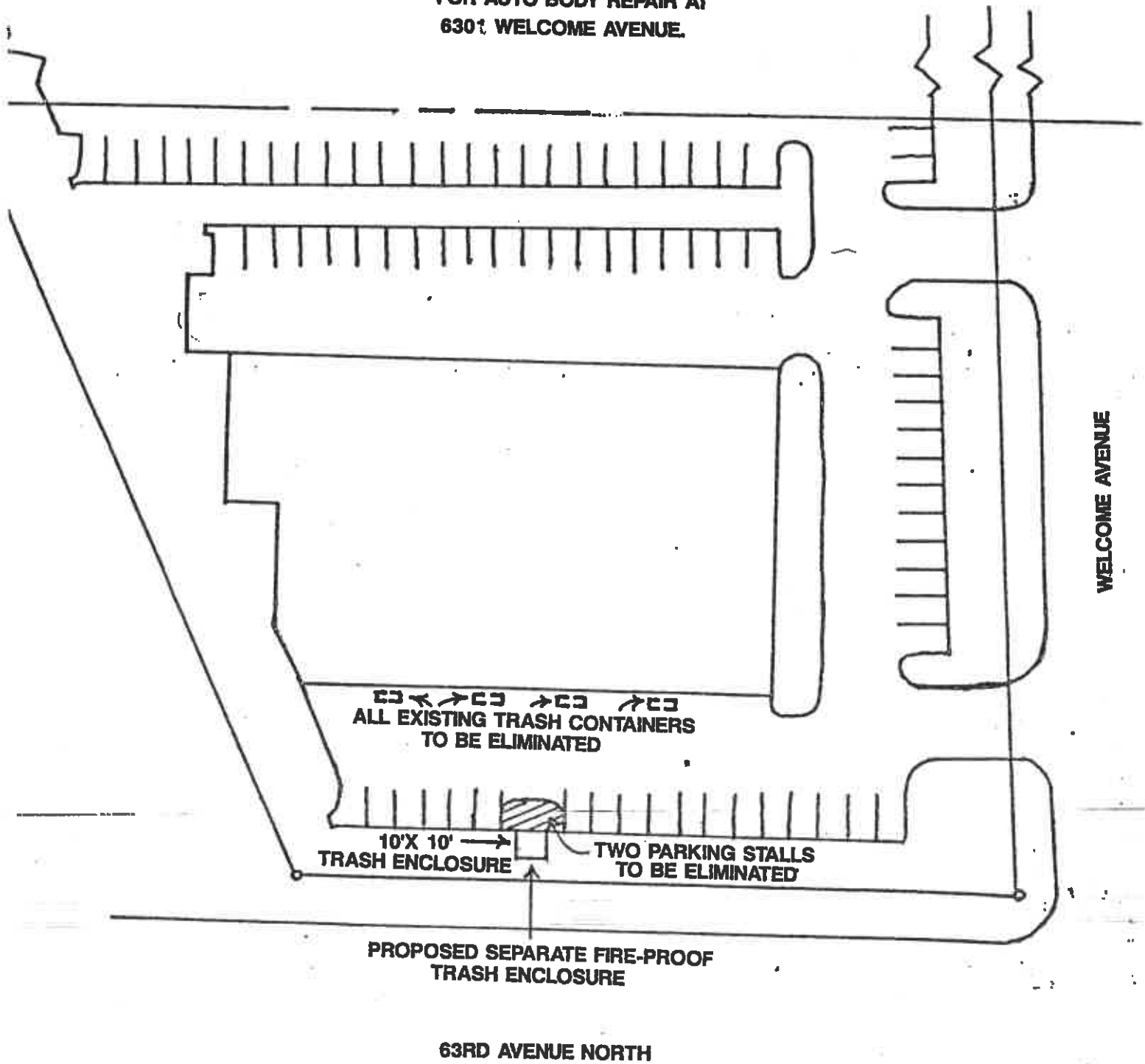
hds

DETAIL

PLANNING STAFF RECOMMENDATION

FOR: DAN PETTIS, C.U.P. #1989-3442

FOR AUTO BODY REPAIR AT
6301 WELCOME AVENUE.



STATEMENT OF USE

To the City Council of Brooklyn Park:

We, the owners of Detail Collision Center, operate a business of auto body repair in the city of Brooklyn Park. Our business hours will be 7:00 a.m. to 5:30 p.m., Monday thru Friday. We will have four people working this shift with staggered starting times.

In compliance with our Lease Agreement and to assist in maintaining the building and grounds as an attractive complex, we will be storing vehicles that are damaged inside our shop. Vehicles that require repainting only may be stored outside during shop hours, however they will be stored inside at night.

It is our goal as a business owner in Brooklyn Park to keep our area neat and clean. We realize the positive impact this has on our business and the multiple dwellings and private homes in our area.

Thank you.

San Petto

5-4-89

Mr. Patch,
Re; Fresh Air Makeup for shop work area.

As per our conversation dated Tuesday April 11, 1989 we were able agree on a deferred date for the second phase of the air handling system required for Detail Collision Center located at 6301 Welcome Ave. No. Units 27&28.

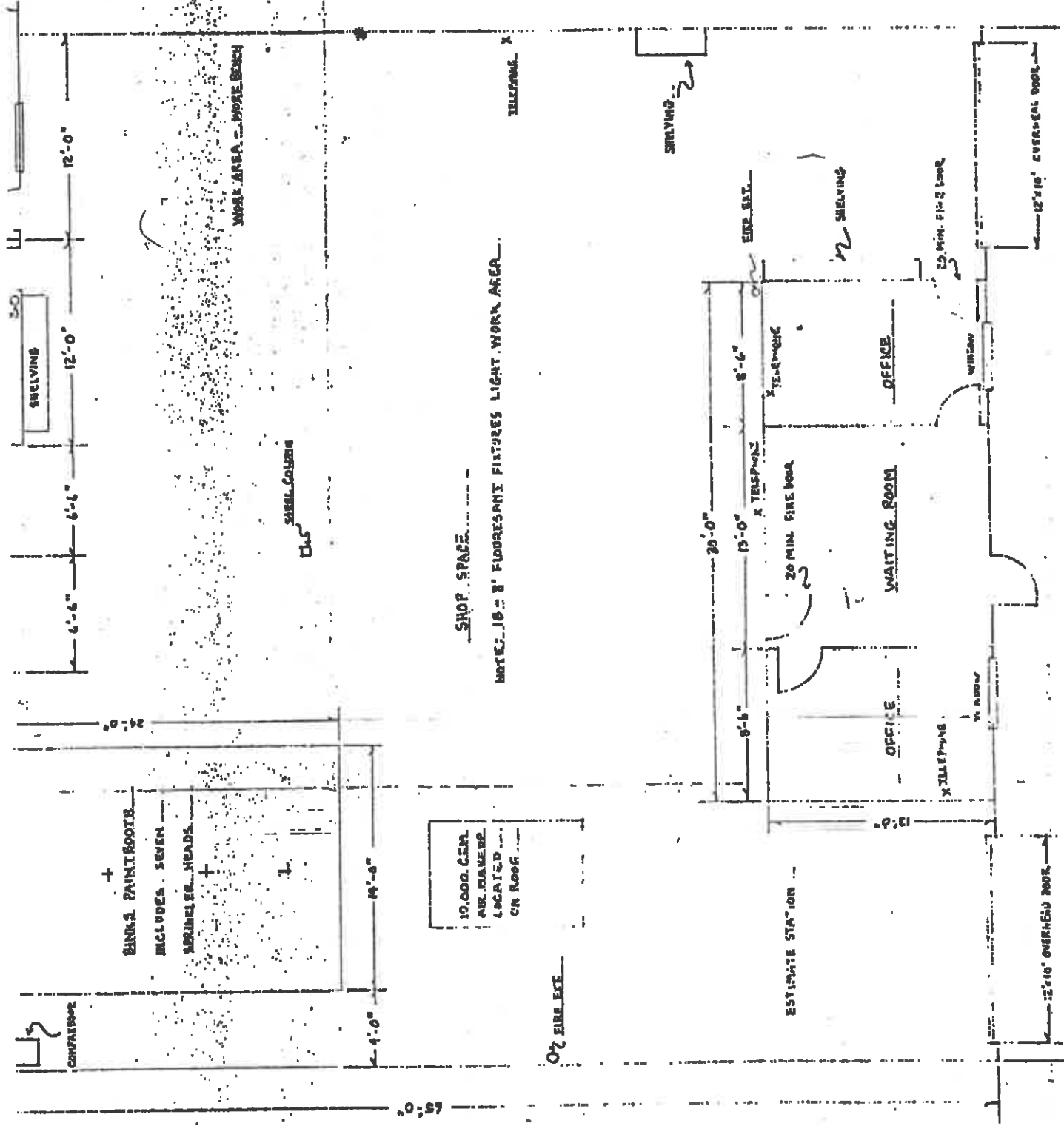
The Second Phase or part is to supply 3/4 CFM make up air for approx. 3000 Sq. feet of shop space or 2250 CFM.

Detail Collision has agreed that as of September 1 1989 we will have applied for the necessary permits to begin construction and also agree to have the work completed by September 30 1989.

SIGNED Don Pettis OWNER

SIGNED Jack T. Durant OWNER

DATED April 19, 1989



SIGNAGE FOR FRONT WILL CONSIST OF UPPER CASE LETTERS - LETTERS ARE PAINTED. BRONZ TO CORRESPOND TO OUR LEASE AGREEMENT. THIS SIGN SHALL READ: DETAIL COLLISION CENTER. SIGNAGE IS CENTERED OVER ENTRANCE.

FLOOR PLAN
 DETAIL COLLISION CTR.
 6301 WELCOME AVE. NO
 UNITS 27:28
 SCALE: 3/8" = 1'-0"

10,000 GAL. AIR. DAMPED LOCATED IN ROOF

SHOP SPACE
 NOTE: 18" x 8" FLUORESCENT FIXTURES LIGHT WORK AREA

REGULAR BROOKLYN PARK PLANNING COMMISSION MEETING

JUNE 7, 1989

PETTIS, DAN; Conditional Use Permit #1989-3442 for Auto Body Repair at 6301 Welcome Avenue North

This hearing was on the consent agenda; therefore, the reading of the Staff Report was waived.

The hearing was opened to the public.

Dan Pettis, stated that he agreed with the Staff Report.

No one else appeared in favor or in opposition and the hearing was closed to the public and comments confined to the Planning Commission members.

MOTION JOHNSON, SECOND FEES, TO RECOMMEND APPROVAL OF C.U.P. #1989-3442 AT FOR AUTO BODY REPAIR AT 6301 WELCOME AVENUE NORTH FOR DAN PETTIS PER THE CONDITIONS OF THE STAFF REPORT.

Ms. Feess questioned who was going to build the trash enclosure.

Mr. Berg responded that with the C.U.P. the property owner has to sign off which is intended to make him aware of all conditions and requirements for improvements attached to the site.

Ms. Feess questioned the applicant if they understand that they will have to build a trash enclosure.

Mr. Pettis responded negatively.

~~Mr. Berg~~ questioned the applicant if they had read the Staff Report.

The applicant replied, no.

~~Mr. Berg~~ stated that the Staff Report should be read for the applicant to hear all the conditions and to give his response accordingly.

Mr. Miller agreed.

The Staff Report was read by Mr. Berg.

The applicant responded that everything required under the conditions listed in the Staff Report are completed with the exception of the construction of the trash enclosure. He added that he believes he is being pegged to do this work for not only himself but for all of the other tenants in the building.

PETTIS, DAN, Conditional Use Permit #1989-3442 cont...

Mr. Berg responded that it is City policy to bring all sites up to speed with the current standards. He also reminded the applicant that this permit is granted to the property and not to Mr. Pettis.

Ms. Feess questioned the applicant if he would like addl. time to read & understand all the conditions within the Staff Report.

Mr. Pettis responded affirmatively.

Mr. Johnson then withdrew his motion.

MOTION JOHNSON, SECOND FEESS TO CONTINUE C.U.P. #1989-3442 FOR AUTO BODY REPAIR AT 6301 WELCOME AVENUE NORTH FOR DAN PETTIS UNTIL THE 7-5-89 PUBLIC HEARING.

Mr. Miller asked if there were any other questions.

Mr. Jack Grand, 5649 Maryland, Crystal, stated that he is a partner of Mr. Pettis' and that he was confused over what happened. He also questioned if the trash enclosure problem is directed to his business or if it is for the entire complex.

Mr. Berg stated it is for the entire building & that the problem is on the 63rd Avenue side. He added that a defined area for the trash enclosure will dress up the aesthetics of the complex & the public image on the 63rd Avenue side of the building.

Mr. Johnson added that this condition is a message to the landlord to provide an enclosure along the south side of the building.

Mr. Grand questioned if this meant that Detail Collision is not being singled out.

Ms. Feess responded that his assumption is correct.

Mr. Grand posed a second question that since the Brooklyn Park Fire Inspector, Mr. Faust, was in that they upgraded their facility to all the standards as required by the Fire Department however, he questioned whether the two other body shops in the Complex are currently up those standards. He understands that there was a complaint in the building in regard to fumes from the painting operations in which he feels that Detail Collision was being singled out. He also stated that the source of the problem was not his business but the business that is located adjacent to the person who filed the complaint.

Mr. Miller then called for the question.

MOTION CARRIED UNANIMOUSLY.

REGULAR BROOKLYN PARK PLANNING COMMISSION MEETING

July 5, 1989

UNAPPROVED
MINUTES

PETTIS, DAN, Conditional Use Permit #1989-3442 for Auto Body Repair at 6301 Welcome Avenue North

Mr. Clark stated that this item was continued from the June 7, 1989, Planning Commission meeting to give the applicant enough time to read and understand all the conditions within the Staff Report.

Mr. Clark further stated that the main issue here is the many exposed garbage dumpsters being seen from 63rd Avenue North. He added that one solution is to build a separate fire-proof trash enclosure located south of the building. The trash enclosure can be constructed within the berm so the view of the enclosure structure would not impact any of the business owners and the motoring public on 63rd Avenue North.

The hearing was opened to the public.

The applicant was not present. No one else appeared in favor or in opposition and the hearing was closed to the public and comments confined to the Planning Commission members.

MOTION MILLER, SECOND CLEMENSON, TO MOVE THIS ITEM TO THE END OF THE AGENDA.

MOTION CARRIED UNANIMOUSLY.

This item was again opened to public at the conclusion of the meeting.

MOTION JOHNSON, SECOND CLEMENSON, TO CONTINUE THIS ITEM TO THE AUGUST 2, 1989, PLANNING COMMISSION MEETING.

Mr. Clark stated that the Planning Commission should act on this item because the auto body repair shop is existing at this point.

UNAPPROVED
MINUTES

PETTIS, DAN, Conditional Use Permit #1989-3442 (Continued)

MOTION JOHNSON, SECOND CLEMENSON, TO WITHDRAW THE MOTION OF CONTINUANCE OF THIS ITEM TO THE AUGUST 2, 1989, PLANNING COMMISSION MEETING.

MOTION SPAHN, SECOND FEESS, TO RECOMMEND APPROVAL OF DAN PETTIS, CONDITIONAL USE PERMIT #1989-3442 FOR AUTO BODY REPAIR AT 6301 WELCOME AVENUE NORTH PER THE STAFF REPORT.

MOTION CARRIED UNANIMOUSLY.

Caspian Tigers, LLC (“Applicant”) is the owner of 6317 Welcome Avenue North, Brooklyn Park, MN. (hereinafter “the property”) The property is located near the Northwest Corner of Welcome Avenue North and 63rd Avenue. Caspian Tigers, LLC also owns the adjacent commercial property at 6301 Welcome Avenue North to the South of 6301 Welcome Avenue North. The real estate located immediately East of 6317 and 6301 Welcome Avenue North is comprised of high-density residential townhomes. The property is rented out primarily to auto repair businesses and has been operated as such for many years.

Applicant has recently been made aware that the existing zoning of the property requires a Conditional Use Permit for compliant use of the property and makes this application accordingly.

The property contains a commercial cement block-built flat roof structure. There are eighteen (18) rentable units in the building.

Each unit is granted three (3) reserved parking spots. There are One Hundred Forty (140) available parking places surrounding the building that are available for permitted lease by each of the tenants. A few long tenured current tenants are occupying four (4) dedicated parking spaces. As these leases expire or terminate in the future, new tenants will be offered three (3) dedicated parking spaces to conform with the newer tenants.

In addition to the available parking places are four (4) ADA reserved and posted parking places.

Current management of the property budgets to maintain an inventory of 14 - 15 available additional permitted parking places that are leased from time to time by the tenants for short term overflow situations.

Ownership/management has a contract with Tyson’s towing to monitor the lot in the evening to remove any unpermitted vehicles parked on the property. Tyson’s is also charged with monitoring the property daily to remove any unpermitted vehicles from the ADA reserved parking places. To date, management reports that the available number of parking places has been sufficient for the orderly operation of the tenants’ respective businesses.

It is expected that there will be vehicles towed to the tenants’ respective units from time to time in the ordinary course of their operations. It is difficult to provide an estimate of the towing volume to the property as it is irregular in nature.

The commercial property located at 6301 Welcome Avenue, Brooklyn Park, MN is identical to the 6317 property in its construction, tenant mix and allocation of parking spaces. The real estate located at 6301 Welcome Avenue, Brooklyn Park has received an Auto Repair Conditional Use Permit of record for that property.

The property as built and improved is designed for auto repair services. Indeed, auto repair services, or similar uses, are the intended and targeted type of tenant for the property. Applicant will suffer significant hardship and diminution of real property value if an Auto Repair Conditional Use Permit is not granted. Applicant aspires to bring the property into full compliance with the applicable regulations of the City of Brooklyn Park and respectfully submits this application accordingly. Applicant further submits that receipt of an Auto Repair Conditional Use Permit will not bring about any negative change to the neighborhood because the historical non-compliant use of the property has not presented any impairment to the neighboring properties' use and enjoyment of those properties. An Auto Repair Conditional Use Permit will simply remove the property from a non-compliant status.

LEASE

This Lease (“Lease”) dated as of this **11th day of August 2023**, by and between **Caspian Tigers, LLC** (“Landlord” or “Lessor”) and **Tenant Name** (“Tenant” or “Lessee”).

WHEREAS, in consideration of the Rent hereinafter defined, and the covenants contained herein, Landlord and Tenant hereby agree as follows:

1. Basic Lease Information/Definitions.

1.1	<u>Premises</u>	Approximately Unit Sqft of rentable square feet of an 47,855 sq ft building located at 6301-6317 Welcome Ave N, Brooklyn Park, MN 55429 as depicted on Exhibit A attached hereto and incorporated herein by reference.				
1.2	<u>Commencement Date</u>	09/01/2023				
1.3	<u>Term</u>	12 months unless sooner terminated or extended pursuant to the terms and conditions of this Lease. The Termination Date is 08/31/2024 .				
1.4	<u>Base Rent</u>	Base Rent shall be the following amounts for the following periods of time: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;"><u>Period Covered</u></th> <th style="text-align: left; border-bottom: 1px solid black;"><u>Monthly Base Rent</u></th> </tr> </thead> <tbody> <tr> <td>9/1/2023 - 08/31/2024</td> <td>\$0.00</td> </tr> </tbody> </table>	<u>Period Covered</u>	<u>Monthly Base Rent</u>	9/1/2023 - 08/31/2024	\$0.00
<u>Period Covered</u>	<u>Monthly Base Rent</u>					
9/1/2023 - 08/31/2024	\$0.00					
1.5	<u>Tenant’s CAM Pro Rata Share</u>	0.00% @ \$0.00 sqft See Section 3.3. Monthly Amount is \$0.00				
1.6	<u>Security Deposit</u>	\$0.00				
1.7	<u>Tenant’s Notice Address</u> <u>Email Address</u> <u>Phone Number</u>	Tenant Address See Section 18 Phone Email				
1.8	<u>Landlord’s Notice Address</u>	Caspian Tigers, LLC 7401 Bush Lake Rd See Section 18 Edina, MN 55439				
1.9	<u>Insurance Requirement</u>	\$1,000,000 public liability, bodily injury and property damage combined policy. See Section 10.				
1.10	<u>Utilities</u>	Landlord will pay electric, gas and water utilities directly to the provider. Landlord may request pro rata share of electric during peak seasonal use.				

2. Premises.

Landlord hereby leases to Tenant the Premises for the Term pursuant to the terms and conditions of this Lease. Tenant and Landlord agree the number of square feet of rentable space of the Premises is approximate. Landlord or Tenant may elect for a professional architect to verify the rentable square foot of the Premises for purposes of this Lease. Upon verification of the number of square feet of rentable space of the Premises, if the calculation varies from the square footages herein, Landlord and Tenant shall execute an amendment to this Lease setting forth the number of square feet of rentable space of the Premises. Upon such verification, if the number of square feet of rentable space in the Premises and/or the Building differs from the number set forth in Section 1.1 and,

as a result thereof, Tenant has paid a larger or smaller portion of the Base Rent, Operating Expenses that Tenant is required to pay hereunder, Tenant shall pay to Landlord any shortage or Landlord shall refund to Tenant any overpayment.

3. **Rent.**

3.1. **Rent.** Tenant shall pay to Landlord the Base Rent identified in Section 1.5 of this Lease in advance of the first day of each calendar month during the Term mailed to **7401 Bush Lake Road, Edina, MN 55439** or such other location as Landlord shall advise Tenant of from time to time, and Base Rent checks shall be made payable to **"Caspian Tigers, LLC"**. Should the Term commence or terminate on a day other than the first day or the last day of a calendar month, Landlord and Tenant agree that Base Rent for the first and last month of the Term shall be prorated and Base Rent for the remaining months shall be due and payable on the first of the month as provided above. Base Rent plus all other sums due and owing pursuant to this Lease shall be collectively called "Rent."

3.2. **Month-to-Month Tenancy.** If Tenant should remain in possession of the Leased Premises after the expiration of the Term of this Lease, without the execution of a new Lease or the written consent of Landlord, then Tenant shall be deemed to be occupying the Leased Premises as a tenant from month-to-month, subject to all the covenants and obligations of this Lease, except that as liquidated damages by reason of such holding over, the monthly amounts payable by Tenant under this Lease shall be increased to one hundred twenty percent (120%) of the monthly amounts payable in the last month of the stated Term.

3.3. **Method of Payment of Rent.** Rent and Additional Charges to be paid to Landlord shall be paid by electronic funds transfer debit transactions through wire transfer, ACH or direct deposit of immediately available federal funds and shall be initiated by Tenant for settlement on or before the applicable Payment Date in each case (or, in respect of Additional Charges, as applicable, such other date as may be applicable hereunder); provided, however, if the Payment Date is not a Business Day, then settlement shall be made on the preceding Business Day. Landlord shall provide Tenant with appropriate wire transfer, ACH and direct deposit information in a Notice from Landlord to Tenant. If Landlord directs Tenant to pay any Rent or any Additional Charges to any party other than Landlord, Tenant shall send to Landlord, simultaneously with such payment, a copy of the transmittal letter or invoice and a check whereby such payment is made or such other evidence of payment as Landlord may reasonably require.

3.4. **Late Payment.** If any installment of Rent or any other sums due from Tenant is not received by Landlord within 5 days following the due date, Tenant will pay to Landlord a late charge equal to 5% of such overdue amount or \$150, whichever is greater. Landlord and Tenant hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord would incur as a result of such late payment.

3.5. **Common Area Expenses, Taxes and Insurance.**

(i) "Additional Rent" shall mean that amount which is equal to Tenant's Pro Rata Share, as identified in Section 1.6 of this Lease, of the Expenses, and Taxes for the Building. "Expenses" shall mean all expenses, costs and disbursements paid or incurred by Landlord in connection with the ownership, management, maintenance, insuring, operation, replacement and repair of the Premises, Building and Property, provided, however, that any costs or expenses associated with capital improvements shall be amortized over the useful life of such capital items. "Taxes" shall mean all taxes, assessments and fees accruing and/or assessed during the Term in connection with the Property, the property of Landlord located therein, or the rents collected there from, by any governmental entity based upon the ownership, leasing, renting or operation of the Property, including all costs and expenses of protesting any such taxes, assessments or fees.

(ii) For each year during the Term, Tenant shall pay Tenant's Pro Rata Share of Expenses and Taxes as "Additional Rent." Prior to each calendar year, or as soon as reasonably possible thereafter, Landlord shall estimate and notify Tenant of the estimated amount of Additional Rent due for such year, and Tenant shall pay Landlord one-twelfth (1/12) of such estimate on the first day of each month during such year. After the end of each calendar year, Landlord shall deliver to Tenant a report setting forth the actual Expenses and Taxes for such calendar year and a statement of the amount of Additional Rent that Tenant has paid and is payable for such year. Within thirty (30) days after receipt of such report, Tenant shall pay to Landlord the amount of the actual Additional Rent due for such calendar year minus any payments of Additional Rent made by Tenant for such year. If Tenant's estimated payments of Additional Rent exceed the amount due Landlord for such calendar year, Landlord shall apply such excess as a credit against Tenant's other obligations under this Lease or promptly refund such excess to Tenant if the Term has already expired. Tenant's obligation to pay any component of Additional Rent shall survive the expiration or sooner termination of the Term. **Tenant's estimated Additional Rent which they shall pay along with their Base Rent beginning on the Commencement Date is \$0.00.**

4. Security Deposit.

Upon execution of this Lease, to secure the faithful performance by Tenant of all the terms and conditions of this Lease, Tenant shall pay to Landlord the Security Deposit identified in Section 1.6 of this Lease. Tenant understands: (a) that the Security Deposit or any portion thereof may be applied to the curing of any Default as hereinafter defined, without prejudice to any other remedy or remedies which Landlord may have on account thereof, and upon such application, Tenant shall pay Landlord on demand the amount so applied which shall be added to the Security Deposit so the same may be restored to its original amount; (b) that should the Premises be conveyed by Landlord, the Security Deposit or any portion thereof not previously applied may be turned over to Landlord's grantee and if the same be turned over, Tenant hereby releases Landlord from any and all liability with respect to the Security Deposit and/or its application or return, and Tenant agrees to look to such grantee for such application or return; (c) that Landlord shall not be obligated to hold said Security Deposit as a separate fund, but may commingle the same with its other funds; and (d) that upon expiration of the Term and surrender of the Premises, the sum deposited or the part or portion thereof not previously applied shall be returned to Tenant without interest no later than thirty (30) days after the expiration of the Term or any renewal or extension thereof.

5. Use.

The Premises shall be used and occupied only for the operation of a car detailing business by **Tenant Name**. Tenant, at its sole cost and expense, shall comply with all statutes, laws, ordinances, orders, rules, regulations and requirements of the federal, state and local governments and of the Board of Fire Underwriters and changes thereto affecting the Premises or applicable to the use of the Premises.

6. Utilities and Taxes.

Tenant agrees to pay when due all utility charges agreed to in Section 1.10 incurred in connection with its use and occupancy of the Premises, including, but not limited to telephone and internet and to immediately transfer all utility accounts into its own name and to make all required deposits on the Commencement Date. Tenant shall at all times keep the Premises adequately heated to prevent the water pipes from freezing. Landlord shall not be liable for any interruption or failure in supply of any utility to the Premises. Landlord shall pay all city, county, or state real estate taxes and special assessments assessed against the Property, herein "Taxes".

7. Condition of Premises.

Tenant hereby accepts the Premises and any equipment therein in their condition existing as of the Lease Commencement Date or the date that Tenant takes possession of the Premises, whichever is earlier.

8. Maintenance and Repairs.

8.1 Landlord's Obligations. Landlord shall maintain and keep in good condition and repair the Building and the Property. Additionally the Landlord shall have the obligation for any repairs or replacement to heating and air conditioning units after the Tenant has expended five hundred dollars (\$500) in any one calendar year for repairs, provided that the Tenant has provided Landlord with proof of annual maintenance contracts for the maintenance of the heating, ventilating, and air conditioning equipment and further provided that such equipment and further provided that such replacement is not due to negligence of Tenant.

8.2 Tenant's Obligations. Tenant shall, at its own cost and expense, maintain the Premises in good repair and in a neat and clean, first-class condition, including making all necessary repairs and replacements including but not limited to the Premises lighting, electrical and plumbing fixtures and equipment, all doors (overhead or otherwise), glass and windows, all interior walls, partitions, including the regular painting thereof, all exterior entrances to the Premises, and levelers located in the Premises or otherwise located in the Building for Tenant's sole use; and excluding however those components of the premises for which Landlord is expressly responsible under Section 8.1. Tenant shall further, at its own cost and expense, repair or restore any damage or injury to all or any part of the Building or any part or all of the Property caused by Tenant or Tenant's agents, employees, invitees, licensees, visitors or contractors, including but not limited to any repairs or replacements necessitated by (i) the construction or installation of improvements to the Premises by or on behalf of Tenant, and (ii) the moving of any property into or out of the Premises. If Tenant fails to make such repairs or replacements promptly, Landlord may, at its option, upon prior reasonable notice to Tenant (except in an emergency) make the required repairs and replacements and the costs of such repair or replacements shall be charged to Tenant as Additional Rent and shall become due and payable by Tenant plus an administrative fee equal to fifteen percent (15%) of such costs.

9. Alterations.

Tenant shall not make any alterations, additions, modifications or improvements to or affecting the structure of the Premises or Building without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed.

10. Insurance.

10.1. Liability Coverage. During the Term, Tenant will carry, at its own expense, public liability insurance, in a form and with a company satisfactory to Landlord, a bodily injury and property damage combined single limit policy of at least \$1,000,000 or in such greater amounts as Landlord may from time to time reasonably require. All such insurance policies shall name Landlord and Landlord's agent as additional insureds and shall contain a provision that the same may not be canceled or materially modified without giving Landlord at least thirty (30) days prior written notice. In addition, such policies or certificates evidencing that such policies are in effect, shall be delivered to Landlord at the commencement of the Term and renewals shall be delivered at least ten (10) full days prior to the expiration or cancellation of any such policy. If Tenant fails to comply with its covenant to maintain insurance as provided herein, Landlord may, at its option, cause insurance as aforesaid to be issued and, in such event, Tenant shall pay the premiums for such insurance as Additional Rent hereunder.

10.2. Indemnity. Landlord shall not be liable to Tenant for and Tenant does hereby release Landlord and its respective agents and employees from liability for any injury, loss or damages to Tenant or to any other person or property occurring upon the Property unless caused by Landlord's gross negligence or willful misconduct. Tenant agrees to indemnify, defend, and hold Landlord, Landlord's officers, directors, stockholders, employees and agents (collectively "Landlord Group") harmless against and from any and all liability, loss, costs, damages, expenses, including reasonable attorneys' fees, claims and demands, that may be brought against Landlord Group, for or on account of any damages, loss or injury to persons or property in or about the Property during the Term, or during any occupancy by Tenant prior to the Commencement Date or for any damages, loss or injury to persons or property caused by Tenant whatsoever, unless caused by Landlord's gross negligence or willful misconduct. "Tenant" shall include Tenant, its employees, agents, servants, invitees, licensees, contractors and subcontractors. This indemnification shall survive the expiration or earlier termination of this Lease.

11. Assignment and Subletting.

Tenant may not assign this Lease or any interest herein or sublet the whole or any part of the Premises or permit the same to be occupied by anyone other than Tenant, without the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion.

12. Subordination/Estoppel Certificates.

Tenant accepts this Lease, and the tenancy created hereunder, subject and subordinate to any underlying leases, mortgages, deed of trust, leasehold mortgages or other security interests now or hereafter a lien upon or affecting the Premises or any part thereof. Tenant shall, at any time hereafter, on request, execute any instruments that may be required by any mortgage, mortgagee, deed of trust, trustee, or underlying owner or Landlord hereunder to subordinate Tenant's interest hereunder to the lien of any such mortgages, deed or deeds of trust or underlying lease. Tenant agrees at any time and from time to time upon five (5) business days prior notice by Landlord to execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications) and the dates to which Rent and other charges have been paid in advance, if any, and stating whether or not Landlord is in default in performance of any covenant, agreement or condition contained in this Lease and, if so, specifying each such default of which the signer may have knowledge, and such other matters as Landlord may request, it being intended that any such statement hereunder may be relied upon by any third party not a party to this Lease. The failure of Tenant to execute any such instruments, leases or documents shall constitute a Default hereunder.

13. Default.

If (a) Tenant shall fail to pay the Rent or other charges due hereunder within five (5) days after the same shall be due, or (b) Tenant shall fail to perform any of the other terms, conditions or covenants of this Lease to be performed or observed by Tenant for more than thirty (30) days after written notice of such default has been given to Tenant, or (c) Tenant shall abandon the Leased Premises by failing to use and occupy the same for more than thirty (30) consecutive days, or (d) Tenant or any guarantor of this Lease shall be adjudged bankrupt or insolvent or shall make an assignment for the benefit of creditors, or (e) a receiver or trustee of Tenant property or that of any guarantor of this Lease shall be appointed and such receiver or trustee, as the case may be, shall not be discharged within thirty (30) days after such appointment, or (f) an execution or attachment is levied against Tenant's property or that of any guarantor of this Lease, or (g) this Lease shall by operation of law devolve upon or pass to any person or persons other than Tenant (except with Landlord's express prior written consent), or (h) Tenant shall fail to keep its own vehicles or its clients vehicles or any other personal property inside the defined outside storage area, then in any such case, Landlord may, upon notice to Tenant, recover possession of and re-enter the Leased Premises without affecting Tenant's liability for past Rent and other charges due or future Rent and other charges to accrue hereunder.

In the event of any such default, the entire Rent and all other sums payable hereunder for the balance of the Term shall immediately become due and payable as if by the terms of this Lease they were payable in advance, and Lessor may immediately proceed to distrain, collect, confess judgment or bring action for said Rent and other sums, as being in arrears, or may file a proof of claim in any bankruptcy or insolvency proceedings for such Rent and other sums, or Lessor may institute any other proceedings to enforce payment thereof.

In the event of any such default, Lessor shall be entitled to recover from Lessee, in addition to Rent and other charges equivalent to Rent, all other damages sustained by Lessor on account of the breach of this Lease, including, but not limited to, the expenses and attorneys' fees incurred by Lessor in enforcing the terms and provisions hereof and in re-entering and recovering possession of the Leased Premises and for the cost of repairs, alterations and brokerage and attorneys' fees connected with the re-letting of the Leased Premises. As an alternative, at the election of Lessor, Lessor shall have the right by written notice given to Lessee to declare this Lease terminated without any further rights or obligations on the part of Lessor or Lessee (other than Lessee's obligation for Rent and other charges due and owing through the date of termination), so that Lessor may re-let the Leased Premises without any right on the part of Lessee to any credit or payment resulting from any re-letting of the Leased Premises. In case of a default under this Lease, Lessor may, in addition to terminating this Lease, or in lieu thereof, pursue such other remedy or combination of remedies and recover such other damages for breach of tenancy and/or contract as available at law or otherwise.

The rights and remedies of Lessor under this Lease shall be cumulative and the exercise of any of them shall not be exclusive of any other right or remedy provided by this Lease or allowed by law, and the waiver by Lessor of any breach of any covenant of this Lease shall be limited to the particular instance and shall not operate or be deemed to waive any future breach of the same or any other covenant on the same or any other occasion, nor operate as a waiver of Lessor's right to enforce the payment of subsequent installments of rental or any of Lessor's rights under this Lease by such remedies as may be appropriate.

No extension of time, forbearance, neglect or waiver on the part of Lessor with respect to any one or more of the covenants, terms or conditions of this Lease, shall be construed as a waiver of any of the other covenants, terms or conditions of this Lease, or as an estoppel against Lessor. After the service of a notice or the commencement of a suit or after final judgment for possession of the premises, Lessor may receive and collect any Rent due and apply the same as and for use and occupancy, and the payment and receipt thereof shall not waive or affect any such notice, suit or judgment.

Lessor shall have the right at any time, after ten (10) days written notice to Lessee (or without notice in case of emergency or in case any fine, penalty, interest or cost may otherwise be imposed or incurred) to make any payment or perform any act required of Lessee under any provision of this Lease, and in exercising such right, to incur necessary and incidental costs and expense, including reasonable counsel fees. Nothing herein shall imply any obligation on the part of Lessor to make any payment or perform any act required of Lessee, and this exercise of the right to do so shall not constitute a release of any obligation or a waiver of any default. All payments made and all costs and expenses incurred in connection with any exercise of such right shall be reimbursed to Lessor by Lessee within ten (10) days after such payment, together with interest at the Default Interest Rate (as hereinafter defined), from the respective dates of the making of such payment or the incurring of such costs and expenses. In the event of non-payment thereof, Lessor shall have the rights and remedies it would have hereunder or by law in the case of non-payment of Rent.

All costs, expenses and reasonable attorneys' fees that may be incurred or paid by either party in enforcing the covenants and agreements of this Lease, shall be the sole responsibility of the non-prevailing party in such an action.

Should Lessor default in the performance of its repair obligations or any other obligation to be performed by Lessor under this Lease, Lessee may serve upon Lessor a notice specifying the default and requiring performance by Lessor within a period of time set forth in such notice, which shall not be less than thirty (30) days after receipt of said written notice (except that such cure period specified in the notice shall be automatically extended for an additional period of time reasonably necessary to cure such default, if such default cannot be cured within such cure period provided that Lessor commences the process of curing such default within said cure period and continuously and diligently prosecutes such cure to completion).

14. Surrender/Hold Over.

Tenant shall vacate the Premises at the expiration date or other termination of this Lease and shall remove all goods and effects not belonging to Landlord and shall surrender possession of the Premises and all fixtures and systems thereof in good repair, reasonable wear and tear excepted. If Tenant holds over and remains in possession of the Premises or any part thereof after the Expiration Date or the sooner termination of the Term or Tenant's right to possession hereunder, Tenant shall be deemed to hold the Premises as a tenant at sufferance, subject to all of the terms, conditions and covenants of this Lease, except that Gross Rent payable during such holdover period shall be an amount equal to one hundred fifty percent (150%) of the installments of Gross Rent payable at the time of such

expiration or earlier termination. The provisions of this paragraph do not waive Landlord's right of re-entry or right to regain possession by actions at law or in equity or by any other rights hereunder.

15. Destruction, Fire or Other Casualty.

In case of damage to the Premises by fire or other casualty, Tenant shall give immediate notice thereof to Landlord, and Landlord, to the extent that insurance proceeds respecting such damage are subject to and, in fact, are under the control and use of Landlord, shall thereupon cause such damage to all property owned by Landlord to be repaired as promptly as possible at the expense of Landlord, due allowance being made for delay which may arise by reason causes beyond Landlord's control, and to the extent that the Premises are rendered untenable, the Rent shall proportionately abate, provided the damage above mentioned occurred without the fault or neglect of Tenant, Tenant's servants, employees, agents, contractors, licensees, invitees or visitors. Notwithstanding the foregoing, if such damage is due to the fault or neglect of Tenant or any of other said persons, the damage may be repaired by Landlord at Tenant's expense and there shall be no apportionment or abatement of Rent. In the event the damage shall be so extensive to the Premises as to render it uneconomical, in Landlord's opinion, to restore for the use of Tenant, or Landlord shall decide not to repair or rebuild the Premises, this Lease, at the option of Landlord, shall be terminated upon written notice to Tenant and the Rent shall, in such event, be paid to or adjusted as of the date of such damage and Tenant shall thereupon vacate the Premises and surrender same to Landlord, provided that no such termination shall release Tenant from any liability to Landlord arising from such damage or from any breach of the obligations imposed on Tenant hereunder.

16. Eminent Domain.

If the entire Premises shall be substantially taken for public purposes, or in the event Landlord shall convey or lease the Premises to any public authority under threat of condemnation or taking, this Lease shall thereupon terminate. In the event of a taking, lease or condemnation, whether or not there is a termination hereunder, Tenant shall have no claim against Landlord other than an adjustment of Rent to the date of taking, lease or condemnation, and Tenant shall not be entitled to any portion of any amount that may be awarded as damages or paid as a result or in settlement of such proceedings or threat. Notwithstanding the foregoing, Tenant may pursue its own claim against the condemning authority for any damages or award permitted under the laws of the State of Minnesota, to be paid to Tenant without diminution or reduction of the award, judgment or settlement received by Landlord.

17. Relocation.

Landlord shall have the right to relocate Tenant from the Premises to comparable alternative space in the Building (the "Replacement Premises") upon 90 days' prior written notice to Tenant. In the event of such relocation, Landlord shall make reasonable good faith efforts to coordinate with Tenant a mutually acceptable plan for such relocation, and Landlord shall be responsible for the third party costs incurred to accomplish the physical relocation of Tenant. If the Replacement Premises have greater square footage than the original Premises, there shall be no adjustment in Tenant's Gross Rent however. If, however, the Replacement Premises has less square footage than the Premises, Landlord shall appropriately adjust both Tenant's Gross Rent.

18. Notice.

Any notices required to be served in accordance with the terms of this Lease shall be in writing and delivered to Tenant at the address identified in Section 1.7 and to Landlord at the address identified in Section 1.8. Either party may at any time designate by written notice to the other a change in the above addresses or addressees. All notices, demands and requests shall be deemed sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be mailed by United States Postal Service registered mail, return receipt requested, or deposited with a reputable overnight courier, at the time such notice, demand or request shall be deposited with the overnight courier.

19. Miscellaneous.

If any term or provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. All headings in this Lease are intended for convenience or reference only and are not to be deemed or taken as a summary of the provisions to which they pertain or as a construction thereof. Except as otherwise provided, the covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord, Tenant, and their respective heirs, distributees, executors, administrators, grantees, successors and assigns. This Lease contains all agreements of the parties with respect to any matters contained herein. No prior agreement, proposal or understanding pertaining to any such matter

binding unless expressly incorporated herein. This Lease may be modified only in writing and signed by the parties in interest at the time of the modification. This Lease shall be governed by and construed in all respects in accordance with the laws of the State of Minnesota.

20. Parking.

Use of the common parking areas shall be subject to such rules as Landlord may promulgate from time to time. Landlord shall have the right to allocate parking spaces among Tenant and other tenants in Landlord's reasonable discretion. Tenant shall not use or permit the use of the parking area for the overnight storage of automobiles or other vehicles without the prior written approval of Landlord. Parking and use of exterior spaces are also subject to change based on communication from the City or other governmental agencies.

21. Financial Statements.

Tenant agrees to provide Landlord, from time to time, with its most recently prepared annual financial statements, along with historical financial statements if requested. Tenant shall provide Landlord with all requested financial statements within 15 days of Lessors written request.

IN WITNESS WHEREOF, Landlord and Tenant have signed and sealed this Lease as of the day and year first above written by their duly authorized partner or officer, as the case may be.

LANDLORD:

TENANT:

By: Caspian Tigers, LLC

By:

Name:

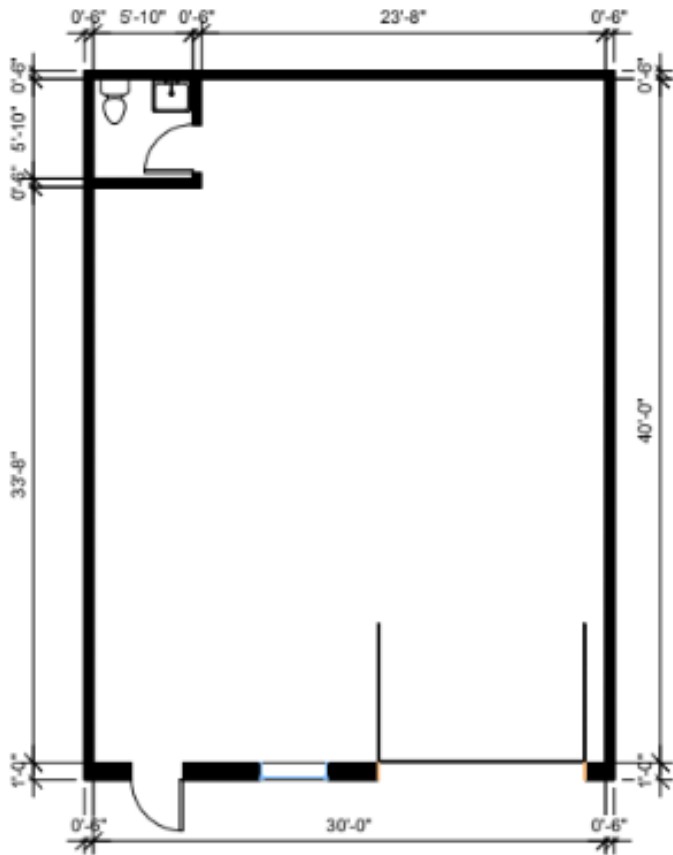
Name:

Its:

Its:

EXHIBIT A
FLOOR PLANS

Address: 6301 Welcome Ave N, Minneapolis, MN 55429	
Ownership	Caspian Tigers LLC
Unit:	# 12
Rentable Sq Footage:	1286 Sq Ft
Usable Sq Footage:	1286 Sq Ft
Total building Sq Footage:	51,288 Sq Ft



AGREEMENT TO HANDLE PRIVATE PROPERTY IMPOUNDS

This agreement is entered this 31ST day of July, 2023

between Tyson's Towing & Transport and: Caspian Tigers, LLC

The physical address of the property to which binding agreement refers is as follows:

6301-6317 Welcome Ave

City: Brooklyn Park State: MN Zip Code: 55429

This binding agreement gives Tyson's Towing & Transport. the authority to enter upon said property and remove any vehicles which is deemed unauthorized, abandoned, illegally parked or inoperable per the terms of this agreement and as shown on the attached addendum dated: July 31ST 2023

The exclusive use of Tyson's Towing Transport. by the party named above shall commence on the 31ST Day of July, 2023 and the contract shall remain in full force until canceled by either party. *To cancel services by either party, a 30 day written notice must be given by the party 30 days in advance of cancellation of services.*

Tyson's Towing & Transport. acts an independent contractor and will assume all liabilities for damages incurred as a result of the removal and storage of such vehicles.

Tyson's Towing & Transport. will assume all responsibilities in the notification of law enforcement agencies in reporting the impoundment of such vehicles.

Tyson's Towing & Transport. does hereby indemnify and hold the property owners, management company, and it's employees harmless from any and all losses, damages, causes of action, court proceedings, or liabilities whatsoever resulting directly or indirectly from the actions of Tyson's Towing & Transport. pursuant to this agreement.

If any part of this agreement is determined by a court of law to be unenforceable, the remaining parts of this agreement will remain in force.

This binding agreement shall be subject to cancellation by either party upon a thirty (30) day written notice delivered by fax or Certified U.S. Mail .

..
Any changes in parking enforcement procedures, such as placing the property on a temporary hold, additional vehicles allowed to park, or enforcement times not included on the original binding agreement and/or addendum must be faxed or delivered Certified U.S. Mail for verification purposes.

Tyson's Towing & Transport not offering free services or products. Offering gifts is against the State of Minnesota law and Tyson Towing & Transport will not condone any such actions.

Tyson Towing & Transport. will follow all laws and statutes set by the State of Minnesota and any additional Local laws set forth in any ordinance of each municipality.

I certify that I am authorized to execute this binding agreement on behalf of the property owner, and/or Management Company with Tyson Towing & Transport, I also proclaim that Tyson Towing Inc. has not offered any gifts. free services, free products, commissions or the promise of any gifts for the use of their services.

X _____ Authorized Signature	_____ Phone Number
_____ Printed Name and Title	_____ Company Name
X _____ Witness	_____ Printed Name and Title
X _____ Agent For	_____ Printed Name and Title

Agreed effective date: _____ Day of _____, _____.

Tyson's Towing & Transport
560 Randolph Ave, Suite # 200
St. Paul, MN 55102
Phone (612) 978-3705
Tysonstowing25@gmail.com

Addendum to Contract Dated: 7/31/2023

This form will be used to enter account data our database. Be sure that complete and accurate information is provided. Use a separate addendum for each physical address under contract

Property Name: _____

Street: _____

City (mailing address): _____ Zip: _____

Legal Jurisdiction (City or County name): _____

First Contact: _____ Phone: _____

Second Contact: _____ Phone: _____

Security Contact: _____ Phone: _____

Fax #: _____ Email Address: _____

Account Type-(Circle One) P(Patrol) L(Limited Patrol)

(For Limited Patrol) Start Enforcement Time: _____ am/pm

Stop Enforcement Time: _____ am/pm

Contract Start Date/Time: _____ I _____

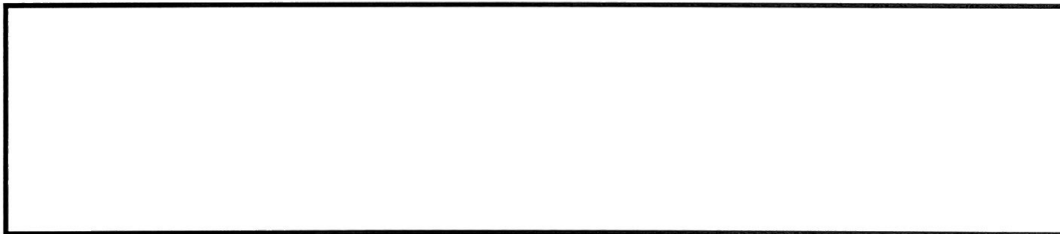
Gate Codes (IN) _____ (OUT) _____

Can Residents/Tenants call to have a vehicle removed from their assigned spaces?(Yes or No): _____

Is signature required? (Yes or No): Assigned Parking: _____

Security /Courtesy Patrol Request: _____

Apartment Communities: Do you want a photograph of the reason the vehicle was towed:



Q _____ Vehicle taking up two (2) parking spaces. (Parking line stripe must be down center of vehicle)

R _____ For sale vehicle. Vehicle is parked on front row facing the street displaying a for sale sign. (Shopping Centers Only) Tow immediately.

RI _____ For sale vehicle to be removed after a 24 hour warning is given.

S _____ Reserved / Assigned parking space. Vehicle parked in a reserved or assigned parking space, could have resident/tenant or guest permit and be towed.

T _____ Hashed out space. Vehicle is parked in a non-parking space that has been hashed out that is primarily used for pedestrian access.

U _____ No parking at any time. Vehicle is parked on property when posted for "NO PARKING FOR ANYONE AT ANYTIME".

V _____ Spotter Removal. Vehicle may be towed if observed by a spotter watching the parking lot.

W _____ Non customer. Vehicle operator is not a customer of this business located on the property.

X _____ Parked on the sidewalk. Vehicle is parked on the sidewalk.

Y _____ Double parked behind another vehicle.

Z _____ Vehicle parked in Manager's or maintenance space. Could be permitted resident/tenant or guest.

Acceptance

Property Representative

Witness

Date: _____

1111 BROADWAY SQUARE BUSINESS PARK BROOKLYN PARK MINNESOTA

TOTAL NUMBER OF UNITS 30
TOTAL SQUARE FEET 48,000

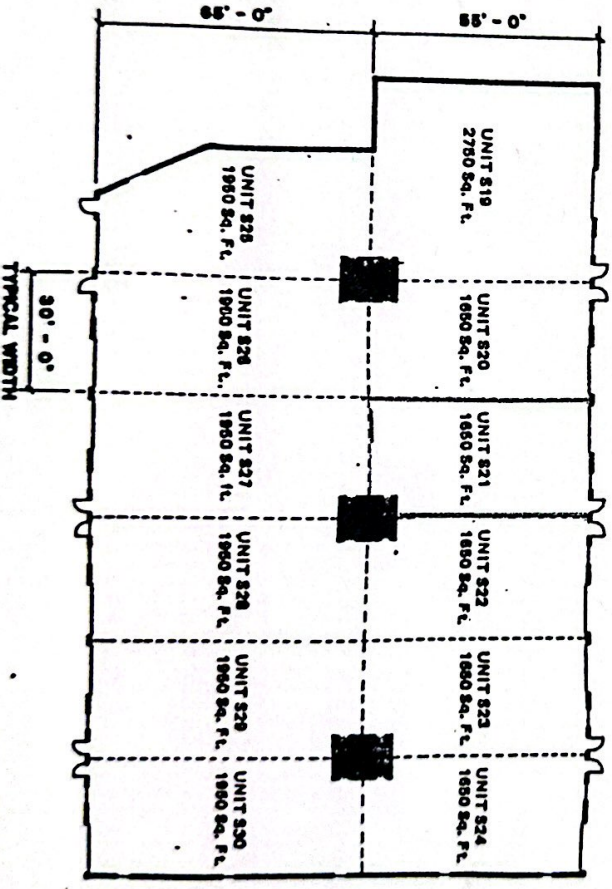
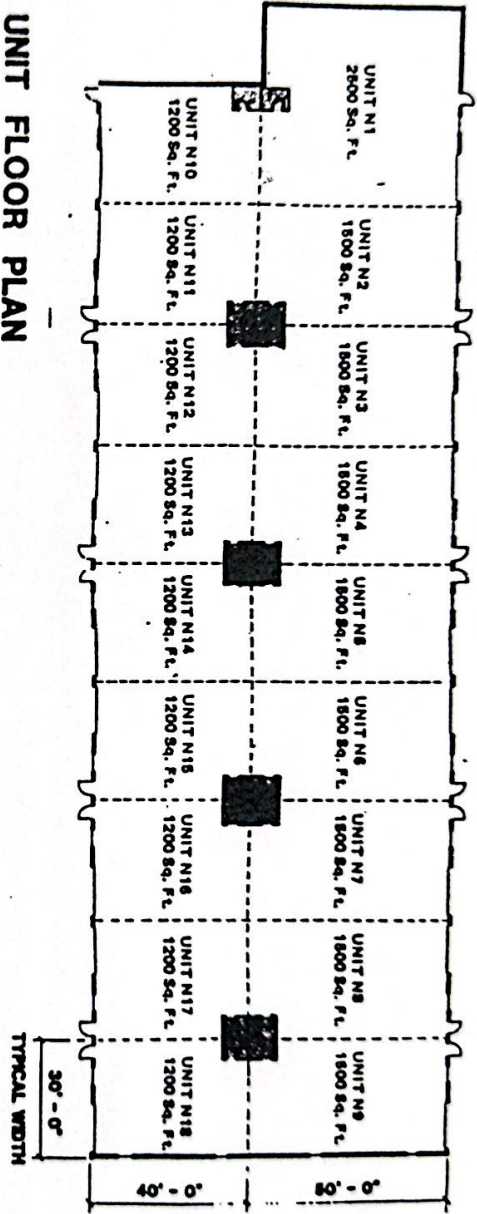


EXHIBIT A

THE C. CHASE COMPANY

Real Estate Brokerage and Consulting

Erin McDermott

From: Lois Finke <>
Sent: Tuesday, October 10, 2023 1:32 PM
To: Planning
Subject: Case #: 23-111 - Project Name: 6317 Welcome Avenue

Attn: City of Brooklyn Park Planning Commission

I and my husband are residents at 6321 Vera Cruz Lane North, Brooklyn Park and received a notice of an upcoming public hearing regarding a Conditional Use Permit for the operation of Auto Oriented Repair Service located at 6317 Welcome Ave.

Vera Cruz Lane, one block east of Welcome where the Service is located, is a private road. Our Association is responsible for the upkeep of that road. The more the traffic on our road, the quicker the roadway deteriorates and repairs are necessary. Vehicles have been driving down our quiet, private road where children are at play. Also, frequently there have been vehicles parked in the overflow parking area at the north end of Vera Cruz Lane. That usage is for residents of Towns Edge Village Association only.

The excess of vehicles traveled and parked in the area around Welcome, 65th Avenue, Vera Cruz Lane and even 63rd Avenue has often caused school buses to drive down Vera Cruz Lane when they can't get through Welcome Avenue into the school located on 65th Avenue. All of this is very bothersome and cost residents in the area to pay for repairs to roadways.

I would vote for the operation to cease.

Lois Finke
6321 Vera Cruz Lane North
Brooklyn Park, MN 55429-2043

Erin McDermott

From: Lauren Cole
Sent: Friday, October 6, 2023 4:47 PM
To: Planning
Subject: Case 23-111

Project 6317 welcome .

These are just a few of the picture from the last few days down welcome ave . The car shop parks on the no parking side of the street during the day making it even harder for when people are dropping off their kids at school with the buses on top of them parking their car in front of homeowners homes sometimes blocking the driveways. We've had incidents where we needed tree work done And we needed cars moved and no one has any idea who's cars? These are because there's no plates or tags. Some of them are on flat tires. They leave them there for weeks on in when we have asked them to move them they have been very rude and disrespectful. We've had one guy swear at us a numerous occasions , because there is no sidewalks the kids have to walk in the street and they have to walk in the middle of the street because these cars are so close. They can't walk along the edge we've had days where our garbage hasn't been picked up because we have to put the garbage at the end of the corner and the garbage truck can't get through , or get close enough for the arm to pick up the trash we've had the cars parked on our grass ruining our sprinkling system. Homeowners can't even park outside of their house if they want to have party or guest and the city ordinance prohibits all of this that they're doing , but yet they keep being allowed to do it. I know a lot of the homeowners would be totally fine if we had no parking on both sides of the street from 7 to 7 or permit parking but one of these kids is going to get hit the cars aren't locked so they're getting broken into and things are being taken out and left on the street , there's been numerous fights because the car shops aren't licensed people so they're just fixing it and they break at the end of the block and they come back and they fight and yell we have to call the police daily to have them come out and take the cars. We've had them unload flatbeds of cars in our street . . We have homeowner wanting to sell there homes because of the cars and how junky the street looks . If the city has an ordinance that says the cars on the street must be registered to that area or you cannot park across from a driveway or the car must be operable or they can't be there over 24 hours. Why is this not being enforced on this street? The car obviously has a flat tire or the cars obviously don't have plates. The cars are not registered but they're allowed to be there week two weeks on end. Why isn't the city enforcing these ordinance or allowing the police to enforce these ordinance and told these cars or ticket these cars the home and the police need the city to back them up on this
6400 welcome ave brooklyn park,mn

Lauren Cole















