Monday, October 28, 2024 Brooklyn Park Council Chambers
6:30 p.m. 5200 85th Avenue North

REGULAR CITY COUNCIL MEETING – AGENDA #41

Si usted necesita esta información en español: 763-424-8000. Yog xav tau kev pab, thov hu rau 763-424-8000 lawv mam li nrhiav ib tus neeg txhais lus rau koj. If you need this information in another language or alternative format, email access@brooklynpark.org or call 763-424-8000.

Our Vision: Brooklyn Park, a thriving community inspiring pride where opportunities exist for all.
Our Brooklyn Park 2025 Goals:

• A united and welcoming community, strengthened by our diversity • Beautiful spaces and quality infrastructure make Brooklyn Park a unique destination • A balanced economic environment that empowers businesses and people to thrive • People of all ages have what they need to feel healthy and safe • Partnerships that increase racial and economic equity empower residents and neighborhoods to prosper • Effective and engaging government recognized as a leader

I. ORGANIZATIONAL BUSINESS

1. CALL TO ORDER/ROLL CALL/PLEDGE OF ALLEGIANCE

2. PUBLIC COMMENT AND RESPONSE 6:00 p.m. Provides an opportunity for Brooklyn Park residents and business owners in Brooklyn Park to address the Council about matters relating to City business not otherwise on the agenda. Public Comment may not be used to make personal attacks, to air personality grievances, to make political endorsements, or for political campaign purposes. Council Members will not engage in a dialogue with speakers. Questions from the Council will be for clarification only. Public Comment will not be used as a time for problem solving or reacting to the comments made, but rather for informational purposes only. Public Comment will be limited to 15 minutes and individual comments are limited to three minutes.

2A. RESPONSE TO PRIOR PUBLIC COMMENT

2B. PUBLIC COMMENT

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

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

3B.1 Robbinsdale School District Superintendent Introduction

II. STATUTORY BUSINESS AND/OR POLICY IMPLEMENTATION

4. CONSENT (All items listed under Consent, unless removed from Consent in agenda item 3A, shall be approved by one council motion.) Consent Agenda consists of items delegated to city management or a commission but requires council action by State law, City Charter or city code. These items must conform to a council approved policy, plan, capital improvement project, ordinance or contract. In addition, meeting minutes shall be included.

4.1 Authorize the Acceptance of Donations/Gifts for 3rd Quarter 2024
- **A.** RESOLUTION

4.2 Prairie Seeds Academy (24-117) – An application for a Preliminary and Final Plat and Site Plan Review for the Combination of Five Parcels and Site Plan Changes
- **A.** RESOLUTION
- **B.** RESOLUTION
- **C.** RESOLUTION
- **D.** ORDINANCE
- **E.** LOCATION MAP
- **F.** PLANNING COMMISSION MINUTES
- **G.** FINAL PLAT
- **H.** PLAN SET

4.3 7820 Lakeland Avenue - Conditional Use Permit, #24-118 for a window tinting service on a property zoned B3-General Business District
- **A.** RESOLUTION

B. LOCATION MAP
C. PLANNING COMMISSION MINUTES

4.4 DEV22-125 (NorthPark XII & XIII) - Preliminary Plat Ext. and Final Plat
A. RESOLUTION
B. RESOLUTION
C. PLANNING COMMISSION MINUTES
D. LOCATION MAP
E. PRELIMINARY AND FINAL PLATS

4.5 The Brook – An application by OV Development for a Final Plat at 6001 94th Lane North for a 192-unit Multiple Dwelling Development
A. RESOLUTION
B. LOCATION MAP
C. PLANNING COMMISSION MINUTES
D. FINAL PLAT

4.6 6301 Welcome Ave - Conditional Use Permit, #24-115 for an Auto Oriented Repair Service on a Property Zoned BP
A. RESOLUTION
B. LOCATION MAP
C. CUP 1989-3442
D. PREVIOUS SUBMISSIONS – DEV23-111
E. RESIDENT SUBMISSIONS
F. PLANNING COMMISSION MINUTES

4.7 Approve Proposal from Bolton & Menk, Inc. for Engineering Services for the Village Creek Area Street and Sidewalk Improvements
A. RESOLUTION
B. BOLTON AND MENK PROPOSAL
C. LOCATION MAP

4.8 Approve Change Orders #3 and #4 for Well #10 Building improvements to American Liberty Construction Inc.
A. RESOLUTION
B. CHANGE ORDER #3
C. CHANGE ORDER #4

4.9 Approve an Agreement with InControl, Inc. for SCADA Operational Improvements at the Water Treatment Plant
A. RESOLUTION
B. PROPOSAL

4.10 Approve Professional Services Agreement with Design by Melo for Construction Administration in the Amount of $139,910 for Zanewood Recreation Center
A. RESOLUTION
B. PROPOSAL

4.11 Amendment to the Joint Powers Agreement with Hennepin County for the Joint Community Police Partnership
A. RESOLUTION
B. AGREEMENT

4.12 Approve the Purchase of Lockers for the Police Station from Steel Solutions
A. RESOLUTION
B. QUOTE

4.13 Development Bond and Escrow Reductions/Releases

4.14 Joint Powers Agreement with Hennepin County for a Second Alternative Response Team
A. RESOLUTION
B. AGREEMENT

4.15 Second Reading of an Ordinance to Consider the Recommendation of the Brooklyn Park Charter Commission to amend Chapter 2, Section 2.06 And Chapter 4, Section 4.03, of the Home Rule City Charter
A. ORDINANCE

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

5. PUBLIC HEARINGS

5.1 Approve an On-Sale Intoxicating Liquor License for Reyes Bar Restaurant Breakfast LLC, Doing Business as Reyes Restaurant Bar & Breakfast, Located at 7901 Brooklyn Boulevard North

A. LIQUOR LICENSE LIST

6. LAND USE ACTIONS

None.

7. GENERAL ACTION ITEMS

7.1 Appointments to Commissions

7.2 Adopt Resolution for Proposed Special Assessments for Certain Delinquent Utility Charges; Abatements Costs for Weed Cutting, Tree Removal, Nuisance Abatements, And Fire Inspection Fees; Administrative Penalty Citations; Various Costs Associated with Rental Housing Cases; and Administrative Fees

A. RESOLUTION

B. UTILITY BILLING DOCUMENTATION *(LIMITED DISTRIBUTION – Available for viewing at the City Clerk's office)*

C. CASE SUMMARY 6500 Georgia Ave *(LIMITED DISTRIBUTION – Available for viewing at the City Clerk's office)*

D. CASE SUMMARY 6917 65th Ave *(LIMITED DISTRIBUTION – Available for viewing at the City Clerk's office)*

E. CASE SUMMARY 7132 Janell Ave *(LIMITED DISTRIBUTION – Available for viewing at the City Clerk's office)*

7.3 Resolution Amending Fee Resolution #2023-136 Adopting a Schedule of Fees and Charges for Various Services, Licenses and Permits for the City of Brooklyn Park, Minnesota

A. RESOLUTION

B. STAFF MEMO

7.4 Ordinance Amendment: Cannabis Registration and Zoning

A. CANNABIS ORDINANCE TEXT AMENDMENT

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

8. DISCUSSION ITEMS

None.

IV. VERBAL REPORTS AND ANNOUNCEMENTS

9A. COUNCIL MEMBER REPORTS AND ANNOUNCEMENTS

9B. CITY MANAGER REPORTS AND ANNOUNCEMENTS

V. ADJOURNMENT

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

City of Brooklyn Park
Request for Council Action

Agenda Item:	3B.1	**Meeting Date:**	October 28, 2024
Agenda Section:	Public Presentations/ Proclamations/Receipt of General Communications	**Originating Department:**	Administration
Resolution:	N/A		
Ordinance:	N/A	**Prepared By:**	Katrina Dosher, Program Assistant
Attachments:	N/A	**Presented By:**	Jay Stroebel, City Manager Dr. Teri Staloch, ISD 281 Superintendent
Item:	Robbinsdale School District Superintendent Introduction		

City Manager's Proposed Action:

Dr. Teri Staloch, the new Superintendent of Robbinsdale Area Schools, will introduce herself to Council.

Overview:

The new Robbinsdale School District Superintendent will introduce themselves and give a short presentation.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments: N/A

City of Brooklyn Park
Request for Council Action

Agenda Item:	4.1	**Meeting Date:**	October 28, 2024
Agenda Section:	Consent	**Originating Department:**	Finance
Resolution:	X	**Prepared By:**	Cheryl Keene; Finance Assistant 1
Ordinance:	N/A		
Attachments:	1	**Presented By:**	LaTonia Green, Finance Director
Item:	Authorize the Acceptance of Donations/Gifts for 3rd Quarter 2024		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-_____ AUTHORIZING STAFF TO ACCEPT GIFTS OF REAL AND PERSONAL PROPERTY PURSUANT TO MINNESOTA STATUES, SECTION 465.03.

Overview:

Minnesota Statute 465.03 allows for the acceptance of donations and gifts by resolution of the City Council. Gifts with a value of $15,000 or less can be included in a report to Council.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments:

4.1A RESOLUTION

RESOLUTION #2024-

RESOLUTION AUTHORIZING STAFF TO ACCEPT GIFTS OF REAL AND PERSONAL PROPERTY PURSUANT TO MINNESOTA STATUES, SECTION 465.03

WHEREAS, the City of Brooklyn Park is generally authorized to accept donations of real and personal property pursuant to Minnesota Statute, Section 465.03; and

WHEREAS, the following entities have offered to contribute gifts/donations as set forth below to the city:

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park that staff be authorized to accept the donations.

2024 Donations - 3rd Quarter (July - September)

Quarter	Date	Name of Recipient Department	Name of Entity Making Donation	Description of Donation	Total $ Value
3rd	7/29/2024	Recreation & Parks	Collette Guyott-Hempel	Pizza Donation for chess club	$ 200.00
3rd	7/2/2024	Police	Cheryl Larson and Lesley Beck	checks to K9 unit and general PD	$1,000.00
3rd	8/8/2024	Recreation & Parks	Collette Guyott-Hempel	Donation of Chess Sets	$ 242.50
3rd	8/1/2024	Police	Target Store - Brooklyn Park	Trinket toys, water bottles, juice boxes	$ 66.00
3rd	8/1/2024	Police	Morrie's Brooklyn Park Subaru	Water bottles and snacks	$ 270.00
3rd	9/1/2024	Community Devel.	Brooklyn Park Rotary Club	Financial	$1,000.00
				Total	**$2,778.50**

City of Brooklyn Park
Request for Council Action

Agenda Item:	4.2	**Meeting Date:**	October 28, 2024
Agenda Section:	Consent	**Originating Department:**	Community Development
Resolution:	XXX		
Ordinance:	SECOND READING	**Prepared By:**	Cara Donovan, Senior Planner
Attachments:	8	**Presented By:**	Erin Perdu, Interim Planning Director
Item:	Prairie Seeds Academy (24-117) – An application for a Preliminary and Final Plat and Site Plan Review for the Combination of Five Parcels and Site Plan Changes		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-___ TO APPROVE A PRELIMINARY PLAT FOR "PRAIRIE SEEDS ACADEMY" AT A PROPERTY ADDRESSED 6200 WEST BROADWAY FOR THE CREATION OF ONE LOT.

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-___ FOR THE APPROVAL OF A FINAL PLAT FOR "PRAIRIE SEEDS ACADEMY" AT 6200 WEST BROADWAY FOR THE CREATION OF ONE LOT.

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-___ FOR THE APPROVAL OF A SITE PLAN REVIEW FOR THE CONSTRUCTION OF AN EXPANSION TO THE EXISTING STRUCTURE AT 6200 WEST BROADWAY.

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT ON SECOND READING ORDINANCE #2024-___ AMENDING CHAPTER 152 REZONING 2.41 ACRES FROM R-1 DETACHED SINGLE-FAMILY ESTATE DISTRICT TO PI PUBLIC INSTITUTION AT 6200 WEST BROADWAY.

Overview:

Planning Commission:

Planning Commission heard this request at the October 9, 2024 Regular Meeting, at which a public hearing was held. No members of the public were present to speak on this item. The Planning Commission voted unanimously in favor of recommendation of this application (5-0).

Summary:

This request is for the construction of an addition to the existing structure (school) located at 6200 W Broadway. Three land use applications are included with this application: a preliminary plat, a zoning ordinance text and map amendment (rezoning), and a site plan.

The applicant has purchased four formerly single-family lots which the applicant intends to combine with the existing lot at 6200 W Broadway. The plat proposes combining five parcels to create a single, 12.17-acre lot. The final plat has been reviewed by Hennepin County, and the applicant has made all necessary modifications to the plat as presented. Upon approval, the applicant will file the plat with Hennepin County, after which building permits may be issued and the project may begin construction.

The first reading of the ordinance amending Chapter 152 rezoning 2.41 acres from R-1 Detached Single-Family Estate District to PI Public Institution at 6200 West Broadway took place at the October 14, 2024 City Council meeting. This is the second reading of the ordinance.

The subject properties include four lots totaling 2.41 acres in the Sunny Lanes neighborhood. The existing structures on these properties are in the process of being demolished. The property to the north is zoned R1, properties to the west, beyond West Broadway, are zoned R-5 (Multiple Family District) and the property to the south, Prairie Seeds Academy, is zoned PI (Public Institution). These properties were purchased by Prairie Seeds Academy and the applicant proposes the properties be replatted and combined with the existing Prairie Seeds Academy for site plan changes which will include the expansion of the existing school.

The future land use of these properties is designated as Low Density Residential in the 2040 Comprehensive Plan. It is proposed the future land use of these properties be redesignated as Institutional. The current zoning of these properties is R1 (Detached Single-Family Estate District). The proposed zoning of these properties is PI (Public Institution). The Public Institution (PI) zoning district allows schools as a conditional use. Prairie Seeds Academy was approved as a conditional use when it was constructed in 1972.

Current Conditions:

Planning and Zoning Information		
	Current	**Proposed**
Land Use Plan	Low Density Residential	Institutional
Current Zoning	R1 – Detached Single-Family Estate District	PI – Public Institution
Site Area	6232 West Broadway (0.95 acres) 6224 West Broadway (0.56 acres) 6228 West Broadway (0.45 acres) 6232 West Broadway (0.45 acres)	
Neighborhood	Sunny Lane	
Conforms to	Land Use Plan – Yes Zoning Code – Yes	
Public Notice	Legal notice was published in the Sun Post, 132 Notices were mailed to properties within 500 feet, Proposed Development Sign was placed on the property, A Neighborhood email was sent to the Sunny Lane neighborhood.	
60-Day 120-Day	October 27, 2024 December 26, 2024	

Land Use/Zoning and Overlay:

The site is zoned Public Institution (PI)/Crystal Airport Overlay and is within the Sunny Lanes neighborhood. The future land use for the property is Institutional. Adjacent properties to the north and east of the subject site are zoned R-1 (Detached Single-Family Estate District). The properties to the west, beyond West Broadway, are

zoned R-5 (Multiple Family District) and the properties to the south beyond 62nd Ave are zoned R-1 (Single Family Residential), R-4 (High Density Residential), and CB (Community Business) in the City of New Hope.

Site Plan:

The applicant has obtained demolition permits for the four existing single-family houses and four garages. The applicant proposes removing the existing stormwater pond, artificial playing surface, fencing, parking lot, signs, and other material in the northeast corner of the property.

The 28,000 square foot proposed building addition will be used for classrooms and a gymnasium. A new walkway to the entrance will be installed near the building addition.

The play areas will be a playground area (approximately 5,900 square feet) and a synthetic turf play area (approximately 8,800 square feet) which will be located along the northern edge of the building addition.

Circulation on the site will change with a new entrance on West Broadway. This entrance will provide access to a new parking lot, two bus parking areas, and a van parking area which will be constructed along the north side of the existing school and building addition. Vehicles will be able to enter and exit through the entrance on West Broadway and the new parking area. A new driveway is proposed to connect the new parking areas to the existing parking area on 62nd Ave. This driveway will allow vehicles, including buses and emergency vehicles, to enter on West Broadway and exit on 62nd Ave. This proposed driveway will include an athletic field access and emergency driveway for access to the existing playfield.

A new waste enclosure is proposed in the northeast corner of the new parking lot. The waste enclosure will include a concrete pad and privacy fence.

Two existing stormwater ponds are located in the southern portion of the property, one on the corner of West Broadway and 62nd Ave and one near the parking lot on 62nd Ave. Both stormwater ponds will be regraded and two new underground infiltration basins will be installed.

Security fencing and retaining walls will be installed along with landscaping which will include trees, shrubs, grasses, and ground cover.

Vehicular Access and Circulation:

Four access locations are proposed for this project, three existing and one new access. The three existing driveway access points along 62nd Ave will remain as is. The proposed driveway access point is on West Broadaway. This access has been approved by Hennepin County as part of the traffic study.

Vehicles will be able to enter and exit through the West Broadway driveway access point. Vehicles will also be able to enter on West Broadway and use a new proposed driveway which will connect vehicles with the proposed parking area to the existing parking lot and driveway access points on 62nd Ave.

The applicant is required to provide stop signs at exits to publicly-owned streets (§152.1019(G)).

Off-Street Parking:

The project is proposing a new parking area along the north side of the existing building. The proposed parking area will include a total of 78 parking stalls which will include 74 standard parking stalls and 4 ADA parking stalls. This parking area will also allow for bus parking spaces and van parking spaces for student pick-up and drop-off. These spaces will allow 15 vans to park and 26 buses to park. The van and bus parking areas may also be used for overflow parking for 40 vehicles during large school events.

This project will modify the existing parking area, increasing the number of stalls. Schools are not a listed use in §152.1018. However, Code dictates that for uses not specifically listed, off-street parking requirements may be established by the City Manager based on characteristics of the use and the district in which the use is located.

This use serves students, many of whom are dropped off by parents or a bus, or they walk to the facility. Based on these factors, staff has determined that the proposed parking provided is adequate for this use.

The pick-up/drop-off areas are near school entrances and pedestrian areas (§152.904).

Pedestrian Connections:

There is an existing sidewalk on 62nd Ave, a partial sidewalk on West Broadway, walkways around the majority of existing building, and along the north side of the parking lot on 62nd Ave. Pedestrian connections are proposed internally and along West Broadway. The proposed sidewalk on West Broadway will connect to an existing sidewalk near the corner with 62nd Ave and will be installed along the length of the property. This sidewalk meets the circulation requirements for sidewalks on a major collector (§152.1021). This sidewalk will cross the West Broadway driveway access and the 5-foot wide crosswalk is proposed to be 24-inch wide painted white lines perpendicular to the flow of traffic. This crosswalk is in compliance with §152.1021.

Internal pedestrian walkways will be connected to the West Broadway sidewalk in two places, near the driveway access and near the existing building. Internal walkways are proposed along the southern and northern portions of the proposed parking area. Striping for pedestrian connections is proposed from the parking lot to the walkway in three places. This pedestrian route within the parking lot will need to include a clear division from vehicular areas with a change in grade, soft landscaping, or change in surface materials (§152.1021).

Architecture:

The proposed building addition will be 28-feet high for the classroom addition and 32-feet high for the gymnasium addition. This meets the requirement for the height to be no greater than 40 feet adjacent to residential uses (§152.608).

The internal setback of the proposed building on the east side of the property is 47.8 feet. The proposed building setback does not meet the setback requirement for a 50-foot setback abutting a residential district property line (§152.608). The applicant should revise the architecture of the proposed addition to meet the 50-foot setback.

The exterior of the proposed building addition will primarily consist of precast wall panels in two colors and will incorporate aluminum spandrel panels above windows where there are classrooms. This proposal meets building and site design standards (§152.1004).

Lighting:

A photometric plan was provided. A new photometric plan will need to be submitted for approval with calculations in foot candles for review against §152.1013.

Landscaping:

A landscape plan was submitted which proposes a variety of trees, shrubs, grasses, and ground covers. The landscape plan indicates the proposal meets the open space requirement.

The applicant should provide a code analysis on the landscaping plan to indicate the parking area complies with §152.1012(D)(1) and §152.1019(J)(2), foundation landscaping complies with §152.1012(D)(2), the plant diversity requirement is achieved (§152.1012(D)(3)(c)), street tree requirement is achieved (§152.1012(D)(3)(d)). The minimum size requirements (§152.1012(D)(3)(E) and irrigation requirements (§152.1012(D)(3)(G) will need to be met by the applicant.

Screening:

A new waste enclosure is proposed in the northeast corner of the new parking lot. The waste enclosure will include a concrete pad and privacy fence.

A 35-foot berm and landscaped area is required within the required setback area from the eastern residential property line. The applicant should provide a Screening Plan along eastern property line required in compliance with 152.1023(B)(7). City Council may approve an alternative screening plan 152.1023(B)(8).

Impervious Surface:

There is no maximum impervious surface coverage in the PI District (152.608).

Grading and Drainage:

There are minor proposed changes to grading on the site. The proposed stormwater management strategy includes directing the site's runoff to two existing, modified stormwater infiltration ponds and two new underground infiltration basins. The proposed on-site drainage is being reviewed by Engineering staff. Approval of the grading plan is required prior to building permitting.

Approvals:

The applicant will need to obtain all applicable FAA approvals.

Primary Issues/Alternatives to Consider:

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

Budgetary/Fiscal Issues: N/A

Attachments:

4.2A RESOLUTION
4.2B RESOLUTION
4.2C RESOLUTION
4.2D ORDINANCE
4.2E LOCATION MAP
4.2F PLANNING COMMISSION MINUTES
4.2G FINAL PLAT
4.2H PLAN SET

RESOLUTION #2024-

RESOLUTION TO APPROVE A PRELIMINARY PLAT FOR “PRAIRIE SEEDS ACADEMY” AT A PROPERTY ADDRESSED 6200 WEST BROADWAY FOR THE CREATION OF ONE LOT

Planning Commission File #24-117

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park, Preliminary Plat Request #24-117 “Prairie Seeds Academy” shall be approved subject to the following conditions:

1. Title review by the City Attorney and all conditions therein.
2. Easement review and approval by the City Engineer and all conditions therein.
3. Submission of a CAD copy of the plat.
4. Any development must conform with the approved development plan dated 08-02-2024 showing the following items:
    a. Drainage and utility easement on West Broadway.
5. Official approval of a formal Site Plan Review must be obtained prior to any development of the site.
6. No additional grading may occur without a permit issued by the City Engineer.
7. All comments provided by Hennepin County must be addressed prior to building permitting.

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

RESOLUTION #2024-

RESOLUTION TO APPROVE A FINAL PLAT FOR “PRAIRIE SEEDS ACADEMY” AT A 6200 WEST BROADWAY FOR THE CREATION OF ONE LOT

Planning Commission File #24-117

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park, Final Plat Request #24-117 “Prairie Seeds Academy” shall be approved subject to the following conditions:

1. Title review by the City Attorney and all conditions therein.
2. Easement review and approval by the City Engineer and all conditions therein.
3. Submission of a CAD copy of the plat.
4. Official approval of a formal Site Plan Review must be obtained prior to any development of the site.
5. No additional grading may occur without a permit issued by the City Engineer.
6. All comments provided by Hennepin County must be addressed prior to building permitting.

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

RESOLUTION #2024-

RESOLUTION APPROVING A SITE PLAN REVIEW FOR THE CONSTRUCTION OF AN EXPANSION TO THE EXISTING STRUCTURE AT 6200 WEST BROADWAY

Planning Commission File #24-117

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

Lot 1, Block 1, Prairie Seeds Academy, Hennepin County, Minnesota

WHEREAS, the zoning of the property is Public Institution/Crystal Airport Overlay–in which schools are a conditional uses; and

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

WHEREAS, the matter has been referred to the Planning Commission who held the public hearing on October 9, 2024.

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

The Site Plan Review for expansion of the existing structure is hereby approved with the following conditions:

1.00 DRAWINGS

1.01 Site, utility, landscaping, and grading plans on file in the City Clerk's office dated August 28, 2024 are approved, subject to conditions listed below.

1.02 Building elevations for the building addition dated August 28, 2024 are approved to proceed to building permit, subject to conditions listed below.

2.00 BONDS, ESCROWS AND DIRECT PAYMENTS

2.01 A Development Contract and bonding shall be required as a development bond or letter of credit in the amount of **$1,536,600.00**, a cash bond in the amount of **$80,800.00**, and a developer's escrow in the amount of **$48,500.00** 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.

3.02 Stormwater management must be approved by Shingle Creek Watershed Management Organization, including a standard stormwater maintenance agreement, prior to receiving a building permit.

3.03 Applicable approvals from the Federal Aviation Administration 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 Final plat “Prairie Seeds Academy” must be approved prior to Site Plan approval.

5.02 Development must be in conformance with the Prairie Seeds Academy development plan, showing the following items:

a. Drainage and utility easement on West Broadway.

5.03 All pedestrian routes on the property must maintain a pedestrian access route of at least 4-feet and all ramps and crossings must meet the American Disabilities Act (ADA) requirements.

5.04 Revise the building addition to meet the 50-foot setback required in §152.608.

5.05 Photometric plan with calculations in foot candles (§152.1013).

5.06 Revise landscape plan to meet requirements in §152.1012.

5.07 Provide a screening plan for the property line abutting residential properties (§152.1023).

5.08 Provide stop signs at exits to publicly-owned streets (§152.1019(G)).

5.09 Pedestrian routes within the new parking lot will need to include a clear division from vehicular areas with a change in grade, soft landscaping, or change in surface materials (§152.1021).

5.10 Compliance with traffic requirements as determined by Hennepin County and the Brooklyn Park City Engineer.

ORDINANCE #2024-

ORDINANCE AMENDING CHAPTER 152 REZONING 2.41 ACRES
FROM R-1 DETACHED SINGLE-FAMILY ESTATE DISTRICT TO PI PUBLIC INSTITUTION DISTRICT AT
6200 WEST BROADWAY

THE CITY OF BROOKLYN PARK DOES ORDAIN:

Section 152 of the Zoning code is amended to rezone the following described property from R1 (Detached Single-Family Residential) to PI (Public Institution):

Lot 1, Block 1, Prairie Seeds Academy, Hennepin County, Minnesota

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

_____

HOLLIES WINSTON, MAYOR

ATTEST:

_____

DEVIN MONTERO, CITY CLERK

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



Preliminary/Final Plat Application; Rezoning Application; Site Plan Review Application
Case #24-117 – Prairie Seeds Academy
Area of Request (August 2023 Air Photo)
6200 West Broadway Ave N

Brooklyn Park



UNAPPROVED MINUTES
MINUTES OF THE BROOKLYN PARK PLANNING COMMISSION
Regular Meeting – OCTOBER 9, 2024

6. PUBLIC HEARING

A. **Planning Case #24-117 (Prairie Seeds Academy) –** 6200 West Broadway – Preliminary and Final Plat Application – Rezoning Request Application – Site Plan Review Application.

Senior Planner Donovan introduced the application for preliminary plat, final plat, rezoning and site plan review for Prairie Seeds Academy. She noted that this would be an expansion of the existing school at 6200 West Broadway. She provided information and zoning details about the subject site and adjacent parcels. She stated that the preliminary plat would combine four lots with the existing school lot and that combination has been preliminarily approved by the County. She reviewed details of the proposed site plan including layout, bus movement and traffic flow. She stated that staff recommends approval subject to the conditions as noted.

Commission Chair Cavin opened the public hearing.

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

Commission Chair Cavin asked if a traffic study has been done and whether buses would be anticipated to back up on West Broadway.

Senior Planner Donovan replied that there is a traffic study being completed.

Senior Planner McDermott stated that the applicant was requested to provide a full traffic study, and a draft has been accepted. Staff is currently working with the applicant to complete that process but as it stands there have been no issues identified and a right turn lane would not be required for buses to turn into the site.

Commission Chair Cavin asked if neighbors to the site have brought forward any concerns.

Senior Planner McDermott stated that there was a neighborhood meeting, which led to the acquisition of these properties, therefore there seems to be neighborhood support.

Commission Chair Cavin asked if there could be a pedestrian walkway or stop sign in front of the buses to allow children to get to the turf area.

Senior Planner Donovan commented that there is a condition for proper striping throughout the parking areas.

Commission Chair Cavin referenced the lighting plan and proximity to the western neighbors. He asked if feedback has been received on that plan.

Senior Planner Donovan commented that plan is still under review but there is a berm, or some type of separation, recommended between this property and the western properties.

Commission Chair Cavin asked and received confirmation that the current parent pick up and drop off would remain on the south side.

Commissioner Gaye-Bai asked if there is anything anticipated for the intersection.

UNAPPROVED MINUTES
MINUTES OF THE BROOKLYN PARK PLANNING COMMISSION
Regular Meeting – OCTOBER 9, 2024

Senior Planner Donovan stated that the traffic engineer does not have any concerns with the traffic analysis or with the buses at that intersection.

Commissioner Gaye-Bai commented that there are already times when that intersection can be tricky and believed that additional buses would only increase that issue, noting conflicts with the gas station.

Senior Planner McDermott commented that the County is in the process of improving this road which will include widening the roadway and other improvements. They stated that this project would actually reduce the number of driveways from four to one.

A representative from the school stated that she is familiar with that area and concern expressed. She noted that the south side that sits across from the gas station will be changed to parent pick up and drop off, which is very limited for the school as 95 percent of the students use the bus or van transportation. She believed that these changes would be beneficial to the intersection being discussed.

Commissioner Wako asked the status of the traffic study and the County plans for the road.

Senior Planner McDermott stated that the City and County have reached an agreement and the plan for the road is being finalized and will be adopted by the City Council.

Commissioner Wako asked if the lighting plan is still under review.

Senior Planner McDermott commented that is correct and typical process, as the lighting plan is typically approved at a later date and included as a condition of approval.

Commissioner Wako referenced an email sent to the neighborhood and asked if there were any red flags that brought concerns from the community.

Senior Planner McDermott commented that staff did not receive any emails from the neighborhood.

Commissioner Wako commented that his only concern was whether this plan was appropriate to forward, as he would prefer for studies and plans to be completed prior to making a recommendation. He referenced the comments from a Commissioner related to traffic and would have preferred to have that traffic study completed.

Senior Planner McDermott commented that the traffic study had to be completed during the school year to ensure that the counts would be correct. They noted that there is a short timeframe for this application because of a request for bond dollars from the EDA. They noted that engineering is comfortable with the draft traffic study and staff would not have brought this forward if there were concerns with the plans.

MOTION FRASER, SECOND BORER TO RECOMMEND APPROVAL OF A PRELIMINARY PLAT FOR “PRAIRIE SEEDS ACADEMY” AT 6200 WEST BROADWAY FOR THE CREATION OF ONE LOT.

MOTION CARRIED UNANIMOUSLY.

UNAPPROVED MINUTES
MINUTES OF THE BROOKLYN PARK PLANNING COMMISSION
Regular Meeting – OCTOBER 9, 2024

MOTION FRASER, SECOND BORER TO RECOMMEND APPROVAL OF A ZONING TEXT AND MAP AMENDMENT FOR PROPERTIES LOCATED AT THE NORTHEAST QUADRANT OF WEST BROADWAY AND 62ND AVENUE.

MOTION CARRIED UNANIMOUSLY.

MOTION FRASER, SECOND BORER TO RECOMMEND APPROVAL OF A SITE PLAN REVIEW FOR THE CONSTRUCTION OF AN EXPANSION TO THE EXISTING STRUCTURE AT 6200 WEST BROADWAY, SUBJECT TO CONDITIONS IN THE DRAFT RESOLUTION.

MOTION CARRIED UNANIMOUSLY.

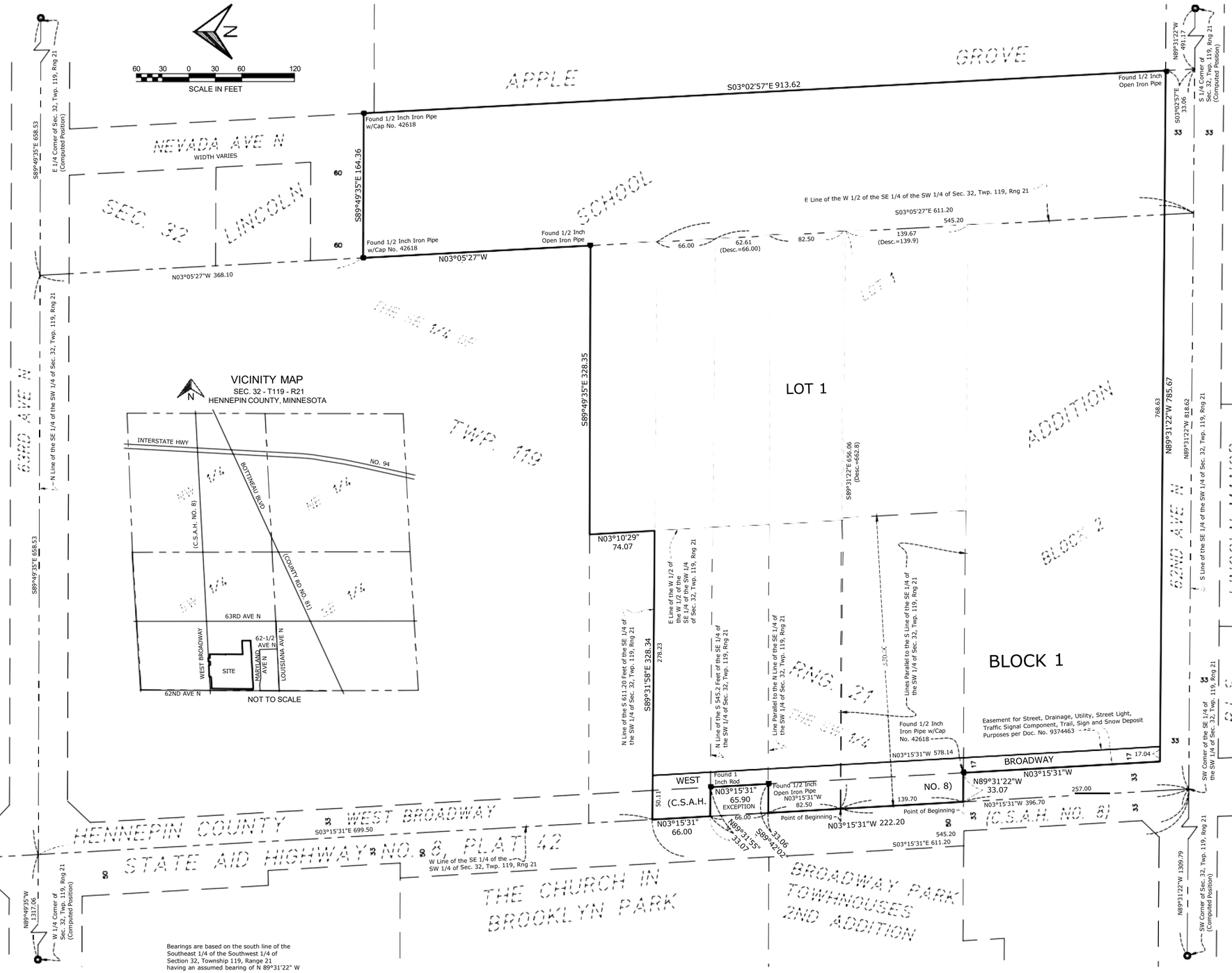
Senior Planner Donovan stated the public hearing item is scheduled to be reviewed at the City Council meetings on October 14, 2024 and October 28, 2024.

DRAFT

PRAIRIE SEEDS ACADEMY

R.T. DOC. NO _____

C.R. DOC. NO _____



Bearings are based on the south line of the Southeast 1/4 of the Southwest 1/4 of Section 32, Township 119, Range 21 having an assumed bearing of N 89°31'22" W

- Found Iron Monument (see map for type)
- 1/2 inch by 14 inch Iron Rebar Set Marked "RLS 44565"
- Hennepin County Monument

(Desc.=) Record Dimension per Description

DRAFT

KNOW ALL PERSONS BY THESE PRESENTS: Th PSA Building Company, a Minnesota non-profit corporation, fee owner of the following described property:

(PROPERTY DESCRIPTION)

DRAFT

Has caused the same to be surveyed and platted as PRAIRIE SEEDS ACADEMY and does hereby dedicate to the public for public use the public way and the drainage and utility easements as created by this plat.

In witness whereof said PSA Building Company, a Minnesota non-profit corporation, has caused these presents to be signed by its proper officer this _____day of _____, 20_____.

SIGNED: PSA Building Company

By:_____ Its:_____

STATE OF _____, COUNTY OF _____

This instrument was acknowledged before me this _____day of _____, 20_____,

by _____, its _____

of PSA Building Company, a Minnesota non-profit corporation, on behalf of the corporation.

_____ _____
Notary Public, Signature Notary Public, Printed Name

Notary Public _____County,_____

My Commission Expires:_____

SURVEYORS CERTIFICATE

I Rory L. Synstelien do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been or will be set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____day of _____, 20_____.

_____
Rory L. Synstelien, Licensed Land Surveyor
Minnesota License No. 44565

STATE OF MINNESOTA, COUNTY OF HENNEPIN

This instrument was acknowledged before me this _____day of _____, 20_____, by Rory L. Synstelien.

_____ _____
Notary Public, Signature Notary Public, Printed Name

Notary Public _____County,_____

My Commission Expires:_____

CITY COUNCIL, CITY OF BROOKLYN PARK, MINNESOTA

This plat of PRAIRIE SEEDS ACADEMY was approved and accepted by the City Council of the City of Brooklyn Park, Minnesota at a regular meeting thereof held this _____day of _____, 20_____, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

City Council, City of Brooklyn Park, Minnesota

By:_____, Mayor

By:_____, City Manager

COUNTY AUDITOR, Hennepin County, Minnesota

I hereby certify that taxes payable in 20_____and prior years have been paid for land described on this plat, dated this _____day of _____, 20_____.

Daniel Rogan, County Auditor

By:_____, Deputy

SURVEY DIVISION, Hennepin County, Minnesota

Pursuant to Minnesota Statutes Section 383B.565 (1969), this plat has been approved this _____day of _____, 20_____.

Chris F. Mavis, County Surveyor

By:_____

REGISTRAR OF TITLES, Hennepin County, Minnesota

I hereby certify that the within plat of PRAIRIE SEEDS ACADEMY was filed in this office this _____day of _____, 20_____, at _____O'Clock _____M.

Amber Bougie, Registrar of Titles

By:_____, Deputy

COUNTY RECORDER, Hennepin County, Minnesota

I hereby certify that the within plat of PRAIRIE SEEDS ACADEMY was recorded in this office this _____day of _____, 20_____, at _____O'Clock _____M.

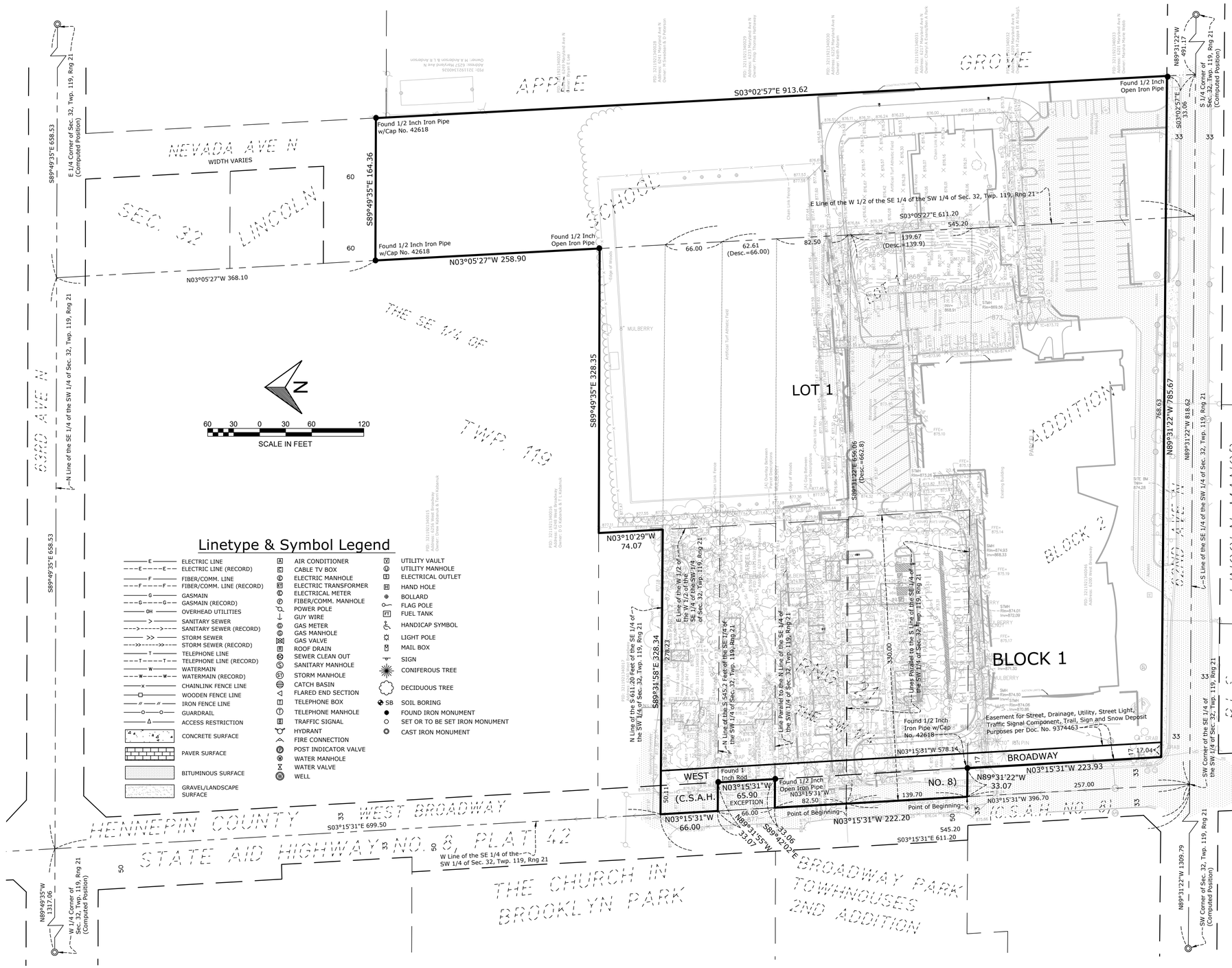
Amber Bougie, County Recorder

By:_____, Deputy

DRAFT

CivilSite GROUP

PRELIMINARY PLAT: PRAIRIE SEEDS ACADEMY



Linetype & Symbol Legend

- ELECTRIC LINE
- ELECTRIC LINE (RECORD)
- FIBER/COMM. LINE
- FIBER/COMM. LINE (RECORD)
- GASMAIN
- GASMAIN (RECORD)
- OVERHEAD UTILITIES
- SANITARY SEWER
- SANITARY SEWER (RECORD)
- STORM SEWER
- STORM SEWER (RECORD)
- TELEPHONE LINE
- TELEPHONE LINE (RECORD)
- WATERMAIN
- WATERMAIN (RECORD)
- CHAINLINK FENCE LINE
- WOODEN FENCE LINE
- IRON FENCE LINE
- GUARDRAIL
- ACCESS RESTRICTION
- CONCRETE SURFACE
- PAVER SURFACE
- BITUMINOUS SURFACE
- GRAVEL/LANDSCAPE SURFACE
- AIR CONDITIONER
- CABLE TV BOX
- ELECTRIC MANHOLE
- ELECTRIC TRANSFORMER
- ELECTRICAL METER
- FIBER/COMM. MANHOLE
- POWER POLE
- GUY WIRE
- GAS METER
- GAS MANHOLE
- GAS VALVE
- ROOF DRAIN
- SEWER CLEAN OUT
- SANITARY MANHOLE
- STORM MANHOLE
- CATCH BASIN
- FLARED END SECTION
- TELEPHONE BOX
- TELEPHONE MANHOLE
- TRAFFIC SIGNAL
- HYDRANT
- FIRE CONNECTION
- POST INDICATOR VALVE
- WATER MANHOLE
- WATER VALVE
- WELL
- UTILITY VAULT
- UTILITY MANHOLE
- ELECTRICAL OUTLET
- HAND HOLE
- BOLLARD
- FLAG POLE
- FUEL TANK
- HANDICAP SYMBOL
- LIGHT POLE
- MAIL BOX
- SIGN
- CONIFEROUS TREE
- DECIDUOUS TREE
- SB SOIL BORING
- FOUND IRON MONUMENT
- SET OR TO BE SET IRON MONUMENT
- CAST IRON MONUMENT

PRELIMINARY PLAT GENERAL NOTES

PROPERTY DESCRIPTION:

Lot 1, Block 1, LINCOLN SCHOOL ADDITION, Hennepin County, Minnesota.
(Abstract Property)

AND

North 66 feet of the South 611.2 feet of the West 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 32, Township 119 North, Range 21 West of the 5th Principal Meridian, except the Easterly 1/2 thereof.
Hennepin County, Minnesota.
(Abstract Property)

AND

The West half of the North 66 feet of the South 545.2 feet of the West half of the Southwest Quarter of Southwest Quarter, except road, Section 32, Township 119 North, Range 21, Hennepin County, Minnesota.
(Abstract Property)

AND

The West 330 feet of that part of the West One-half (W1/2) of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section Thirty-two (32), Township One Hundred Nineteen (119), Range Twenty-one (21), described as follows:

Commencing at a point in the West line of said Southeast Quarter (SE 1/4) of Southwest Quarter (SW 1/4), 257 feet North of the Southwest (SW) corner thereof, thence North along said West line 139.7 feet, thence East parallel to the South line of said Section Thirty-two (32), 662.8 feet to the East line of the West one-half (W1/2), of the Southeast one-half (SE 1/2) of the Southwest Quarter (SW 1/4) of said Section; thence South along said East line a distance of 139.9 feet; thence West parallel to the South line of said Section to the point of beginning; according to the United States Government Survey thereof, Hennepin County, Minnesota.
(Abstract Property)

AND

The Westerly Half of that part of the Southeast Quarter of the Southwest Quarter of Section 32, Township 119, Range 21, described as beginning at a point on the West line of said Southeast Quarter of the Southwest Quarter distant 396.7 feet North along said West line from the Southwest corner thereof; thence North along said West line 82.5 feet; thence East parallel to the North line of said Southeast Quarter of the Southwest Quarter to an intersection with the East line of the West Half of said Southeast Quarter of the Southwest Quarter; thence South along said East line 82.5 feet; thence West to the point of beginning, according to the Government Survey thereof.
(Torrens Property)

Please note this preliminary plat was created without the benefit of a commitment for title insurance. The descriptions listed hereon are per Hennepin County tax records and may not be the latest descriptions of record. There may be easements or other matters of record we are unaware of and thus not shown hereon.

DATE OF PREPARATION:

8-2-2024

Please note that the background survey information is per a draft survey by us dated 8-2-2024.
Proposed parking lot improvements are per a site plan by Civil Site Group dated 8-2-2024.

APPLICANT:

Prairie Seeds Academy
6200 W Broadway
Brooklyn Park, MN
Contact: Crystal Vang

AREAS:

Proposed Lot 1 = 523,590 Sq. Ft. or 12.020 Acres
Proposed Dedicated Right of Way = 19,341 Sq. Ft. or 0.444 Acres
Total Property Area = 542,931 Sq. Ft. or 12.464 Acres

FLOOD ZONE:

This property is contained in Zone X (area determined to be outside the 0.2% annual chance floodplain) per Flood Insurance Rate Map, Community Panel No. 27053C0203F, effective date of November 11, 2016.

Rory L. Synstelien Minnesota License No. 44565
rory@civilsitegroup.com

CivilSite GROUP
Civil Engineering • Surveying • Landscape Architecture
5000 Glenwood Avenue
Golden Valley, MN 55422
civilsitegroup.com 612-615-0060

PROJECT
Prairie Seeds Academy
6200 West Broadway, Brooklyn Park, Hennepin County, Minnesota 55428

CLIENT
Prairie Seeds Academy
6200 West Broadway, Brooklyn Park, MN 55428

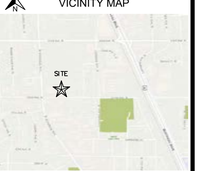
I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

RORY L. SYNSTELIEN
DATE 8-2-2024 LICENSE NO. 44565

QA/QC

FIELD CREW	
DRAWN BY	CJ
REVIEWED BY	RS
UPDATED BY	

VICINITY MAP



REVISION SUMMARY

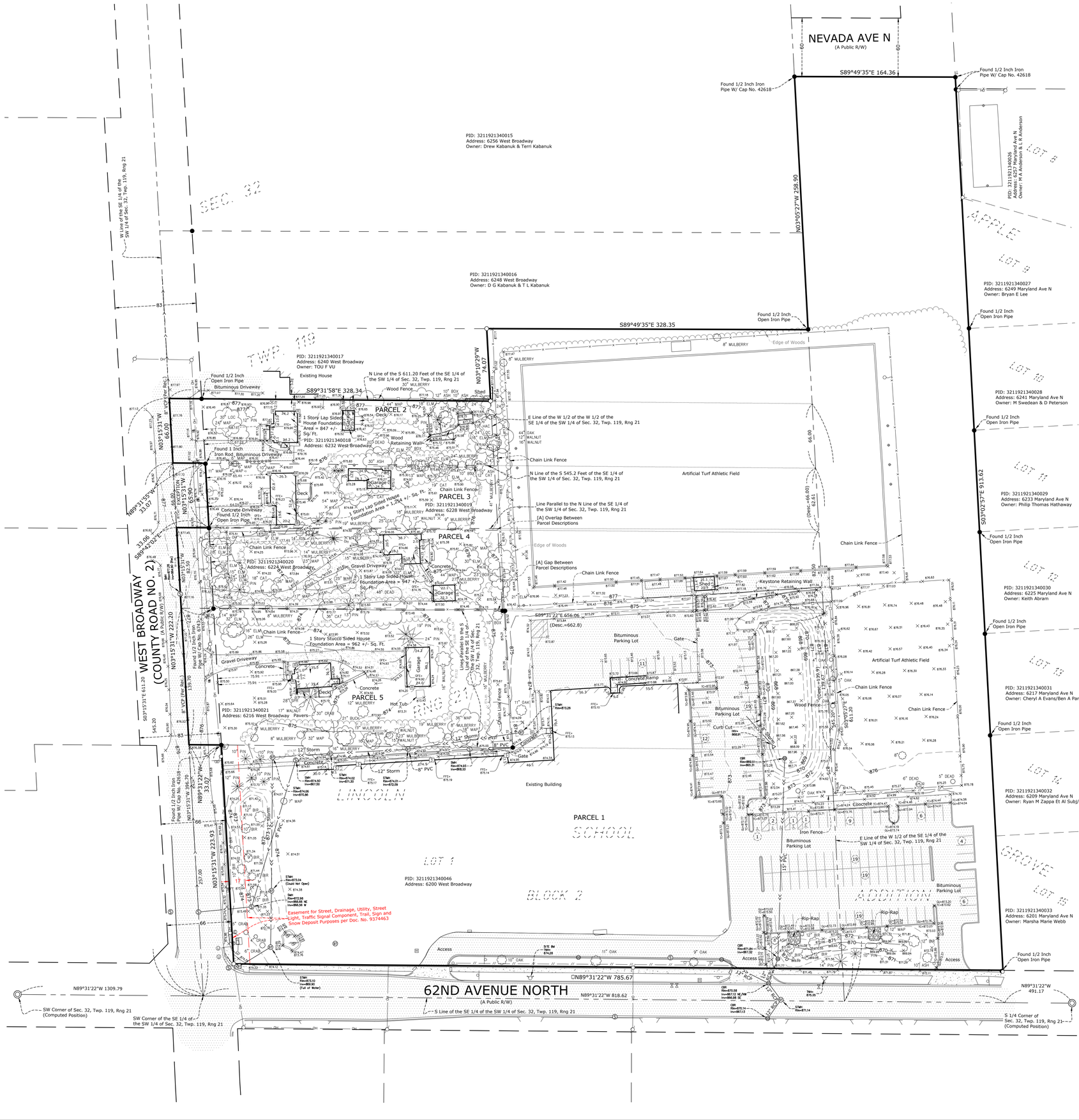
DATE	DESCRIPTION
8-13-2024	Right of Way - Broadway

PROJECT NO.: 24360

PRELIMINARY PLAT

V2.0

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Linetype & Symbol Legend

- E — ELECTRIC LINE
- E — E — ELECTRIC LINE (RECORD)
- F — FIBER/COMM. LINE
- F — F — FIBER/COMM. LINE (RECORD)
- G — GASMAIN
- G — G — GASMAIN (RECORD)
- OH — OVERHEAD UTILITIES
- SANITARY SEWER
- SANITARY SEWER (RECORD)
- STORM SEWER
- STORM SEWER (RECORD)
- T — TELEPHONE LINE
- T — T — TELEPHONE LINE (RECORD)
- W — WATERMAIN
- W — W — WATERMAIN (RECORD)
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- WOODEN FENCE LINE
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- SB — SOIL BORING
- FOUND IRON MONUMENT
- SET OR TO BE SET IRON MONUMENT
- CAST IRON MONUMENT

DESCRIPTION OF PROPERTY SURVEYED

Parcel 1:
Lot 1, Block 1, LINCOLN SCHOOL ADDITION, Hennepin County, Minnesota.
(Abstract Property)

Parcel 2:
North 66 feet of the South 611.2 feet of the West 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 32, Township 119 North, Range 21 West of the 5th Principal Meridian, except the Easterly 1/2 thereof.
Hennepin County, Minnesota.
(Abstract Property)

Parcel 3:
The West half of the North 66 feet of the South 545.2 feet of the West half of the Southwest Quarter of Southwest Quarter, except road, Section 32, Township 119 North, Range 21, Hennepin County, Minnesota.
(Abstract Property)

Parcel 4:
The West 330 feet of that part of the West One-half (W1/2) of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section Thirty-two (32), Township One Hundred Nineteen (119), Range Twenty-one (21), described as follows:
Commencing at a point in the West line of said Southeast Quarter (SE 1/4) of Southwest Quarter (SW 1/4), 257 feet North of the Southwest (SW) corner thereof, thence North along said West line 139.7 feet, thence East parallel to the South line of said Section Thirty-two (32), 662.8 feet to the East line of the West one-half (W1/2), of the Southeast one-half (SE 1/2) of the Southwest Quarter (SW 1/4) of said Section; thence South along said East line a distance of 139.9 feet; thence West parallel to the South line of said Section to the point of beginning; according to the United States Government Survey thereof, Hennepin County, Minnesota.
(Abstract Property)

Parcel 5:
The Westerly Half of that part of the Southeast Quarter of the Southwest Quarter of Section 32, Township 119, Range 21, described as beginning at a point on the West line of said Southeast Quarter of the Southwest Quarter distant 396.7 feet North along said West line from the Southwest corner thereof; thence North along said West line 82.5 feet; thence East parallel to the North line of said Southeast Quarter of the Southwest Quarter to an intersection with the East line of the West Half of said Southeast Quarter of the Southwest Quarter; thence South along said East line 82.5 feet; thence West to the point of beginning, according to the Government Survey thereof.
(Torrens Property)

GENERAL SURVEY NOTES

1. Bearings are based on the Hennepin County Coordinate System (1986 Adjustment).
2. Elevations are based on the NGVD 29 Datum. Site Benchmark is the top nut of the fire hydrant located on the north side of 62nd Avenue North approximately 303 feet southeast of the southwest corner of the subject property, as shown hereon.
   Elevation = 874.28.
3. We have shown the location of utilities to the best of our ability based on observed evidence together with evidence from the following sources: plans obtained from utility companies, plans provided by client, markings by utility companies and other appropriate sources. We have used this information to develop a view of the underground utilities for this site. However, lacking excavation, the exact location of underground features cannot be accurately, completely and reliably depicted. Where additional or more detailed information is required, the client is advised that excavation may be necessary. Also, please note that seasonal conditions may inhibit our ability to visibly observe all the utilities located on the subject property.

ALTA/NSPS LAND TITLE SURVEY NOTES

(numbered per Table A)

1. Monuments placed and/or found at all major corners of the boundary of the surveyed property as shown hereon.
2. Site Address: 6200 West Broadway, Brooklyn Park, Minnesota 55428.
3. This property is contained in Zone X (area determined to be outside the 0.2% annual chance floodplain) per Flood Insurance Rate Map, Community Panel No. 27053C0203F, effective date of November 4, 2016.
4. The Gross land area is 542,931 +/- square feet or 12.464 +/- acres.
7. (a) Exterior dimensions of buildings at ground level as shown hereon.
8. Substantial features observed in the process of conducting the fieldwork as shown hereon. Please note that seasonal conditions may inhibit our ability to visibly observed all site features located on the subject property. Please note this survey only shows substantial features in areas specified by the client.
13. The names of the adjoining owners of the platted lands, as shown hereon, are based on information obtained from the Hennepin County Interactive Property Map.

SURVEY REPORT

1. This map and report was prepared without the benefit of a Commitment for Title Insurance. The property description was obtained from Hennepin County tax records and may not be the latest description of record. There may be easements or other matters of record we are unaware of and thus not shown hereon.
2. Conflicts such as (but not limited to): encroachments, protrusions, access, occupation, and easements and/or servitudes:
   [A]. Please note, there appears to be an overlap between the descriptions of Parcels 3 & 4 and a gap between the descriptions of Parcels 4 & 5, as shown hereon. Client council may wish to pursue this matter further to clear any issues with said descriptions.

ALTA CERTIFICATION

To: Prairie Seeds Academy:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 7(a), 8, and 13 of Table A thereof.

The fieldwork was completed on 8-2-2024.

Dated this 22nd day of August, 2024.

Rory L. Synstelien — Minnesota License No. 44565
rory@civilsitegroup.com

CivilSite GROUP
Civil Engineering • Surveying • Landscape Architecture
5000 Glenwood Avenue
Golden Valley, MN 55422
civilsitegroup.com 612-615-0060

PROJECT
6200 West Broadway
Brooklyn Park, Hennepin County, Minnesota 55428

CLIENT
Prairie Seeds Academy
6200 West Broadway, Brooklyn Park, Minnesota 55428

I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

RORY L. SYNSTELIEN
DATE 8-22-2024 LICENSE NO. 44565

QA/QC	
FIELD CREW	DP/CK
DRAWN BY	DS
REVIEWED BY	CJ
UPDATED BY	

VICINITY MAP



REVISION SUMMARY

DATE	DESCRIPTION

PROJECT NO.: 24360.00

ALTA/NSPS LAND TITLE SURVEY

V1.0

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1 FIRST LEVEL FLOOR PLAN - AREA A
PLAN 1/16" = 1'-0"

NORTH

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 Architect under the laws of the State of Minnesota

10-23-2023 21539

RIVERA ARCHITECTS INC
775 Fairmount Avenue
St. Paul, Minnesota 55105
P:651-222-3245 email:rivera rchitects@qwestoffice.net

PRAIRIE SEEDS ACADEMY
6200 W Broadway, Brooklyn Park

7-19-2024 PRICING
x
x
x

FIRST FLOOR OVERALL
Architecture Planning Interiors

A1.0



1 FIRST LEVEL FLOOR PLAN - AREA A
PLAN 1/8" = 1'-0"

NORTH

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 Architect under the laws of the State of Minnesota

10-23-2023 21639

RIVERA ARCHITECTS INC
775 Fairmount Avenue
St. Paul, Minnesota 55105
P:651-222-3245 email:riverarchitects@rivestoffice.net

PRAIRIE SEEDS ACADEMY
6200 W Broadway, Brooklyn Park

7-19-2024 PRICING
x
x

FIRST FLOOR OVERALL
Architecture Planning Interiors

A2.0

S T U V W X Y Z

29'-4" 27'-4" 2'-8" 10'-0" 2'-8" 27'-4" 1'-4" 12'-3" 15'-9" 9'-0" 88'-0"

KINDERGARTEN B101 1100 SQ FT
GIRLS TOILET B115
VESTIBULE A133A
BOYS TOILET B118
TOILET B116
ENTRANCE B117 240 SQ FT
TOILET B119
KINDERGARTEN B102 1100 SQ FT
CUBBIES B125 266 SQ FT
SPED CLASSROOM A2505 815 SF
CUBBIES B126 268 SQ FT
CLASSROOM B103 816 SQ FT
PK CLASSROOM B104 816 SQ FT
HALLWAY B120 258 SQ FT
PK CLASSROOM B105 816 SQ FT
CLASSROOM B106 816 SQ FT
CLASSROOM B107 745 SQ FT
BREAKOUT SPACE B127 720 SQ FT
SMALL GROUP B123 150 SQ FT
COMMONS B121 220 SQ FT
TYP. FIN. FL. 100'-0"
SMALL GROUP B122 150 SQ FT
BREAKOUT SPACE B128 720 SQ FT
CLASSROOM B108 765 SQ FT
PJS
PRACTICE/ OFFICE A196 114 SQ FT
CLASSROOM B109 795 SQ FT
STAFF LOUNGE A2505 800 SF
CLASSROOM B110 800 SQ FT
HALLWAY B124 258 SQ FT
OFFICE A101 115 SQ FT
RECORD STORAGE A2505 78 SF
CONFERENCE ROOM A101 170 SQ FT
OFFICE A101 160 SQ FT
OPEN OFFICE A101 340 SQ FT
OFFICE A101 135 SQ FT
WORK SPACE A101 340 SQ FT
CONCESS A101 150 SQ FT
CLASSROOM A192 718 SQ FT
SHOWER C129
C126 DRYING C128 C131
GIRL'S C127 BOY'S C130
PASSAGE C125
FACULTY DINING C121 335 SF
WOMEN C123
JANITOR
CORRIDOR C132
C133
RESTROOM A1136 50 SF
A1135
A152 A153
NURSE/HEALTH AREA A101 330 SQ FT
OFFICE A101 120 SQ FT
CONFERENCE ROOM A101 168 SQ FT
CAFETERIA C140 3024 SQ FT
RECEPTION A101 825 SQ FT
WAITING OFFICES A101 XXX SQ FT
ENTRY VESTIBULE A101 130 SQ FT
OFFICE/ ATHLETIC STORAGE A2505 145 SF
OFFICE/ ATHLETIC STORAGE A2505 145 SF
PE STORAGE A2507 360 SF
TOILET A1202 47 SF
TOILET A1202 47 SF
A1300
GYMNASIUM A1300 9,450 SF
PRAIRIE SEEDS
PRAIRIE SEEDS
A1300
115'-2"
96'-7 1/2"
39.9762
27'-4" 4'-0" 2'-0" 28'-0" 28'-0" 2'-0" 27'-4" 27'-10 1/2" 5 1/2"

1 FIRST LEVEL FLOOR PLAN - AREA B
PLAN 1/8" = 1'-0"

NORTH

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10-23-2023 21639

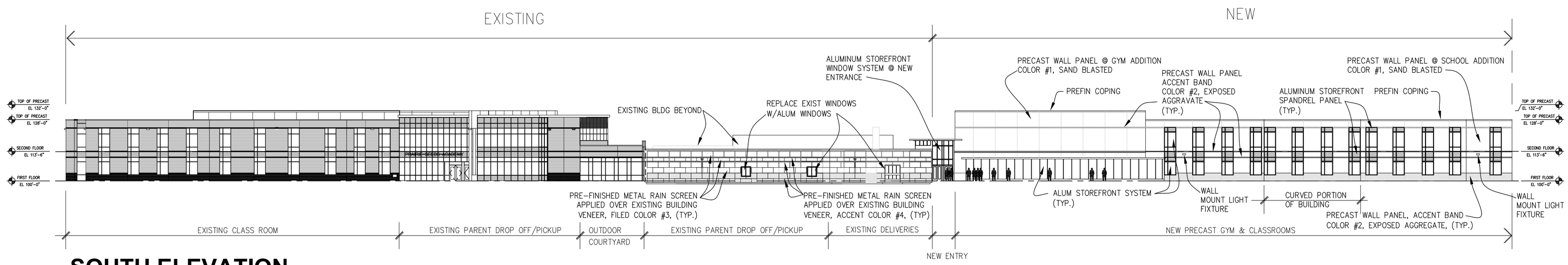
RIVERA ARCHITECTS INC
775 Fairmount Avenue
St. Paul, Minnesota 55105
P:651-222-3245 email:riverarchitects@qwestoffice.net

PRAIRIE SEEDS ACADEMY
6200 W Broadway, Brooklyn Park

7-19-2024 PRICING
x
x

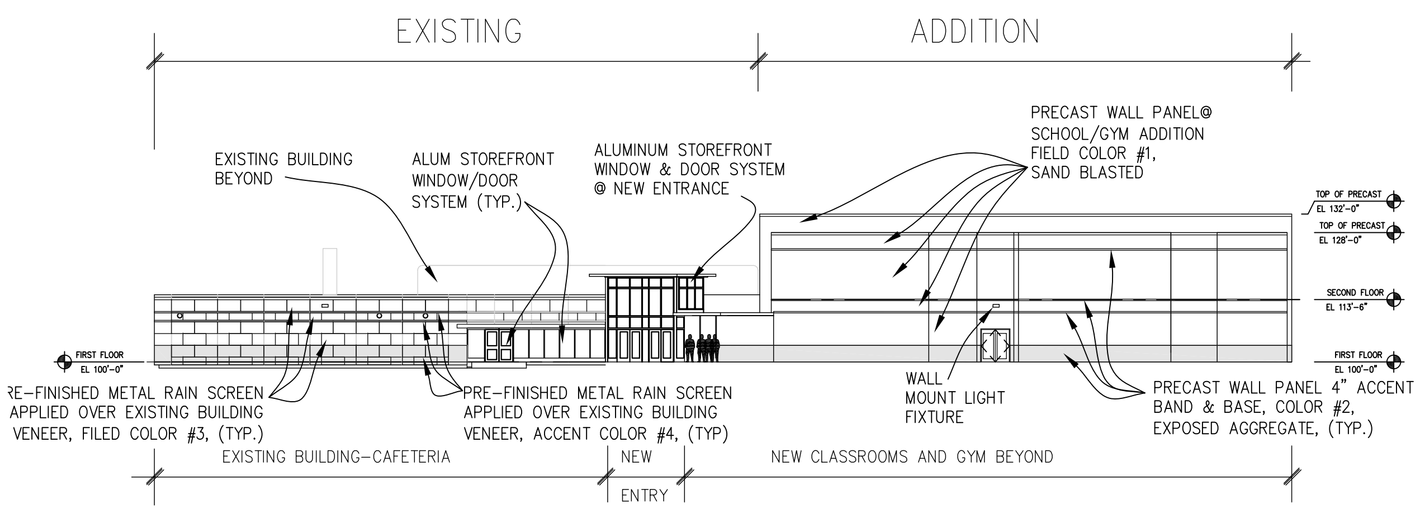
FIRST FLOOR OVERALL
Architecture Planning Interiors

A2.1



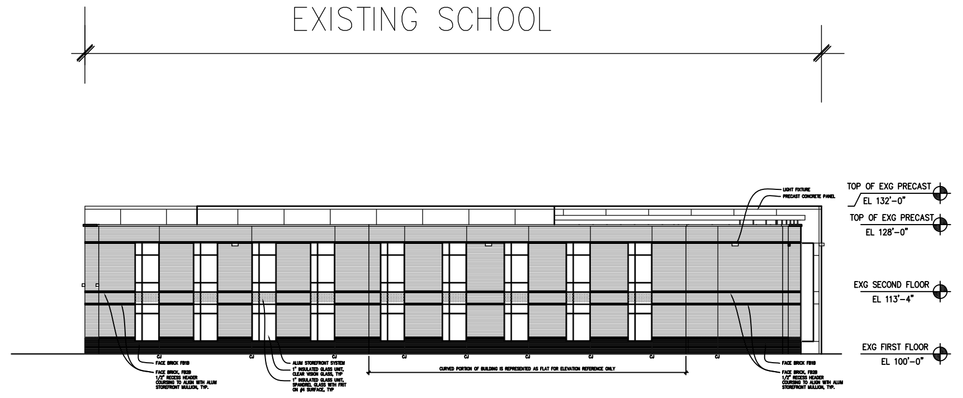
1 SOUTH ELEVATION

SCALE: 1"=30'



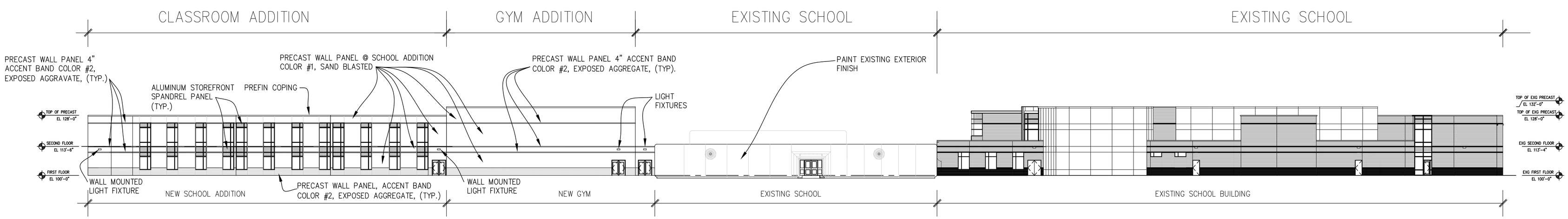
2 EAST ELEVATION

SCALE: 1"=30'



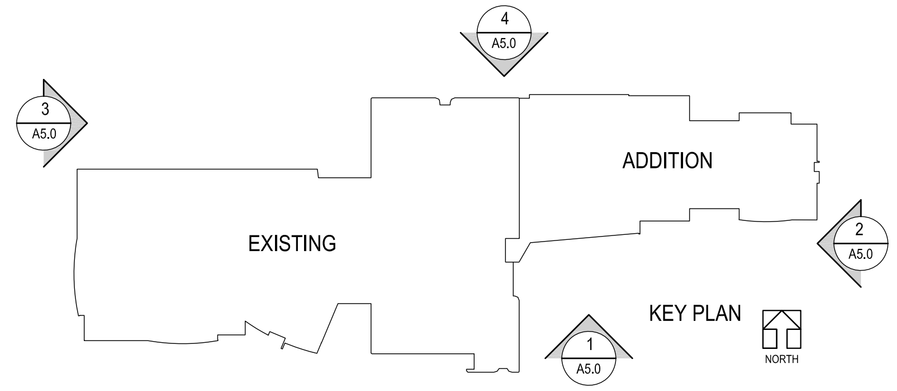
3 WEST ELEVATION

SCALE: 1"=30'



4 NORTH ELEVATION

SCALE: 1"=30'



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10-23-2023

21639

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PRAIRIE SEEDS ACADEMY
6200 W Broadway, Brooklyn Park

11-06-2023
1 x x

ELEVATIONS
Architecture Planning Interiors

A5.0

PRAIRIE SEEDS ACADEMY

6200 W Broadway, Brooklyn Park

ENLARGED PARTIAL ELEVATIONS

Architecture Planning Interiors

A5.1

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St. Paul, Minnesota 55105

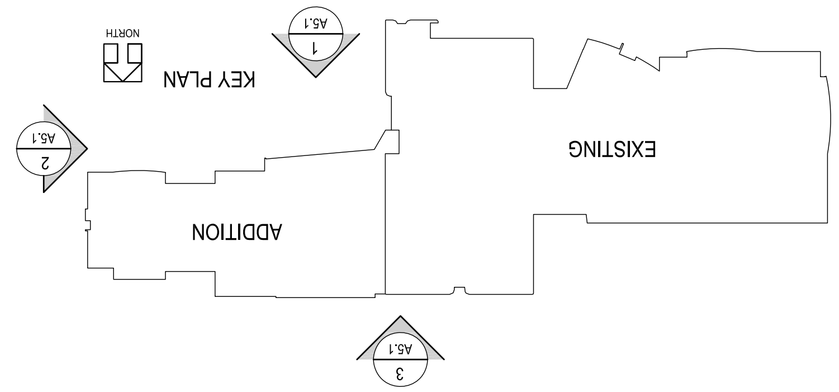
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10-22-2023

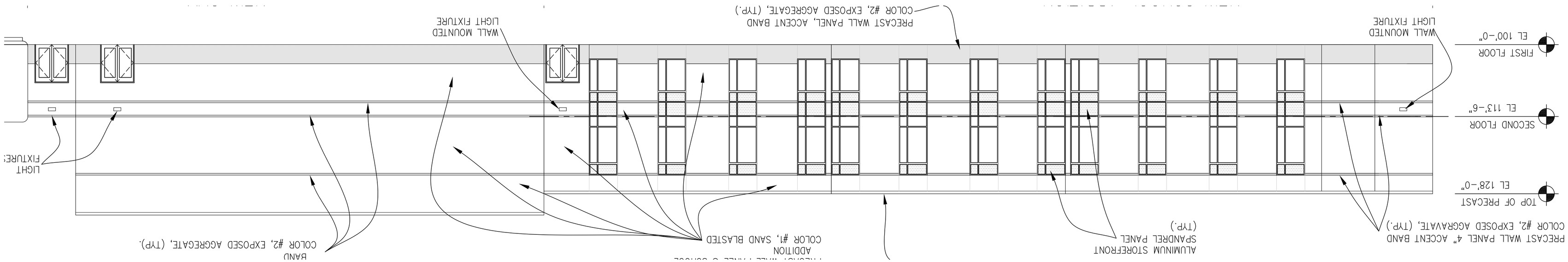
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3 NORTH ELEVATION

SCALE 1/8" = 1'-0"

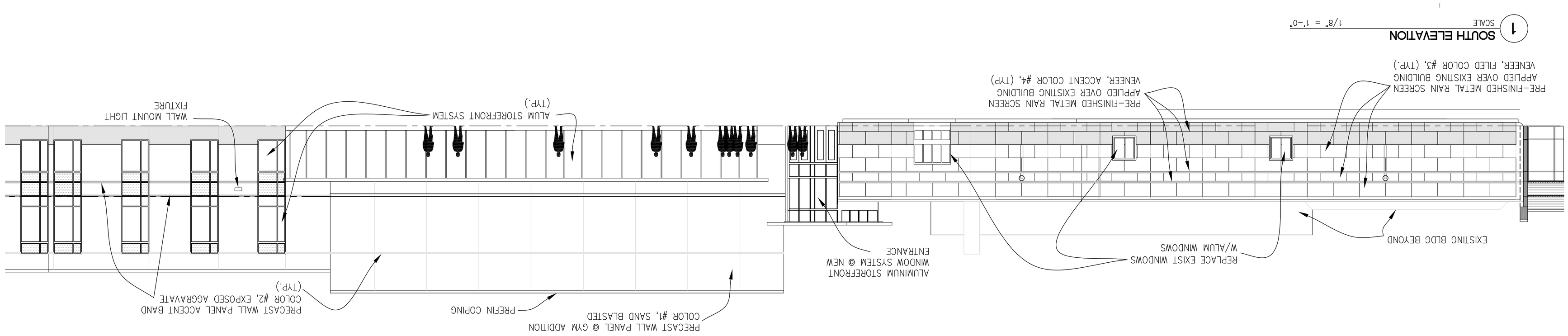


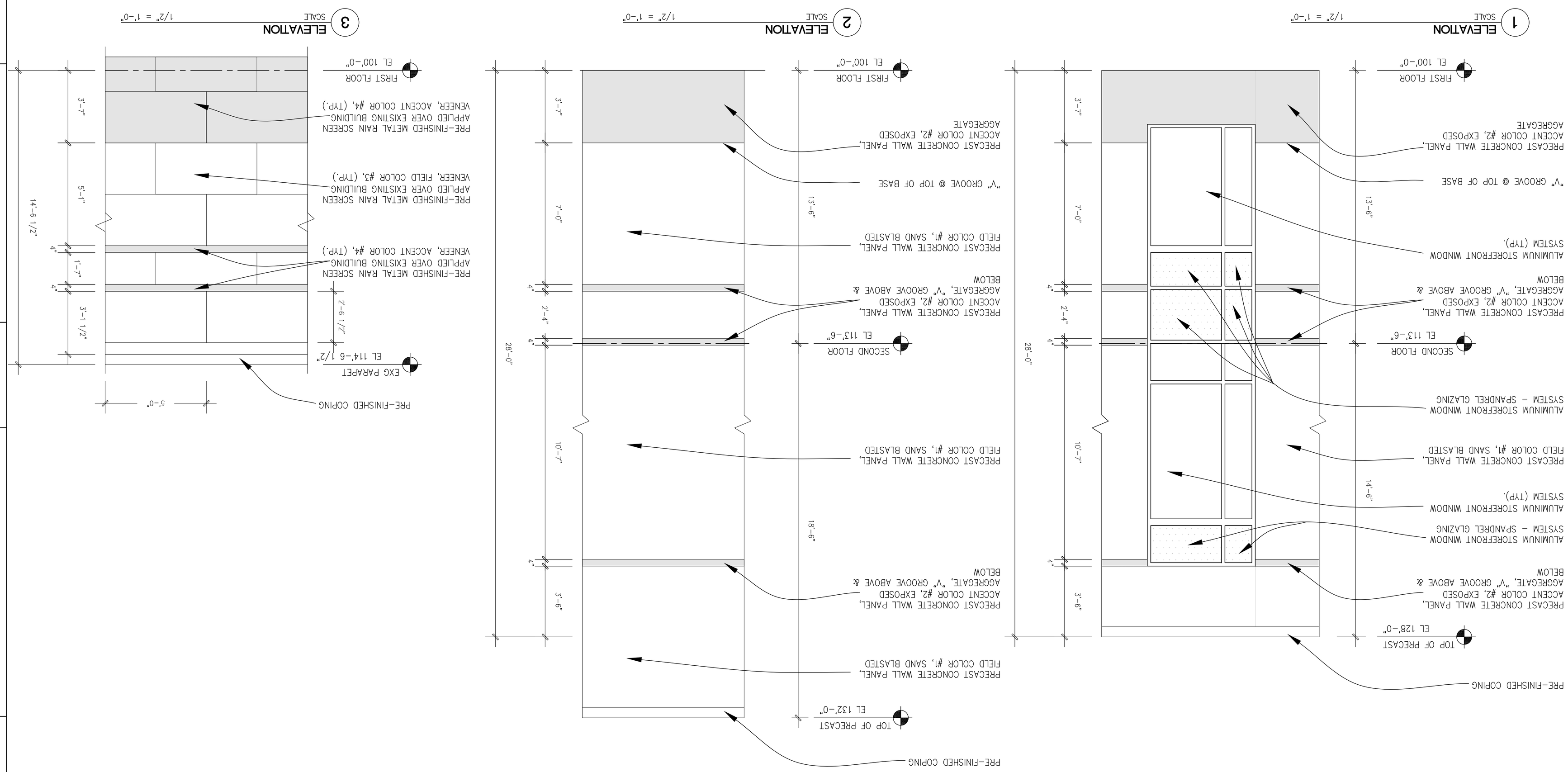
2 EAST ELEVATION

SCALE 1/8" = 1'-0"

1 SOUTH ELEVATION

SCALE 1/8" = 1'-0"





PARTIAL ELEVATIONS

Architecture Planning Interiors

11-06-2023

PRAIRIE SEEDS ACADEMY

6200 W Broadway, Brooklyn Park

RIVERA ARCHITECTS INC
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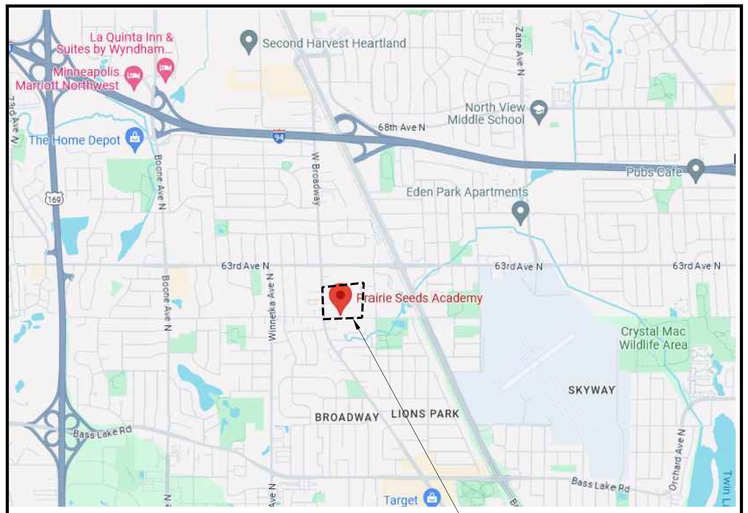
A5.2

4.2H PLAN SET
Page 22

PRAIRIE SEED ACADEMY ADDITION

BROOKLYN PARK, MINNESOTA

ISSUED FOR: CITY SUBMITTAL



PROJECT CONTACTS		
	NAME & ADDRESS	CONTACT
CIVIL ENGINEER	CIVIL SITE GROUP 5000 GLENWOOD AVE GOLDEN VALLEY, MN 55422	ROBBIE LATTA, PE 612-615-0060 RLATTA@CIVILSITEGROUP.COM
LANDSCAPE ARCHITECT	CIVIL SITE GROUP 5000 GLENWOOD AVE GOLDEN VALLEY, MN 55422	PATRICK SARVER, PLA 612-615-0060 PSARVER@CIVILSITEGROUP.COM
PROPERTY OWNER	PRAIRIE SEEDS ACADEMY 6200 W BROADWAY BROOKLYN PARK, MN	CRYSTAL VANG, ASSOC. DIRECTOR 763-450-1388 CRYSTAL.VANG@PSAK12.ORG
ARCHITECT	RIVERA ARCHITECTS, INC. 775 FAIRMONT AVE. ST PAUL, MN	DEBORAH RATHMAN, AIA, KEN RIVERA, AIA 651-222-3245 DRATHMAN.RIVERAARCH@QWESTOFFICE.NET
SURVEYOR	CIVIL SITE GROUP 5000 GLENWOOD AVE GOLDEN VALLEY, MN 55422	RORY SYNSTELIEN 612-615-0060 X 712 RORY@CIVILSITEGROUP.COM
GEOTECHNICAL ENGINEER	T.B.D ADDRESS LINE 1 ADDRESS LINE 2	T.B.D. PHONE NUMBER EMAIL

ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT "GOPHER STATE ONE CALL" (651-454-0002 OR 800-252-1166) FOR UTILITY LOCATIONS, 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.

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

SHEET INDEX	
SHEET NUMBER	SHEET TITLE
C0.0	TITLE SHEET
C0.1	PROJECT NOTES
C1.0	REMOVALS PLAN
C2.0	SITE PLAN
C3.0	GRADING PLAN
C4.0	UTILITY PLAN
L1.0	LANDSCAPE PLAN

PRELIMINARY: NOT FOR CONSTRUCTION

CivilSite GROUP
Civil Engineering · Surveying · Landscape Architecture
5000 Glenwood Avenue
Golden Valley, MN 55422
civilsitegroup.com 612-615-0060

PROJECT
PRAIRIE SEEDS ACADEMY ADDITION
6200 W BROADWAY, BROOKLYN PARK MN 55428

OWNER
PRAIRIE SEEDS ACADEMY
6200 W BROADWAY, BROOKLYN PARK MN 55428

ISSUE/SUBMITTAL SUMMARY

DATE	DESCRIPTION

PROJECT MANAGER	PATRICK SARVER, PLA
CONTACT NUMBER	612-615-0060 X XXX
DRAWN BY	RLB
REVIEWED BY	PJS
PROJECT NUMBER	0XR0

REVISION SUMMARY

DATE	DESCRIPTION

TITLE SHEET

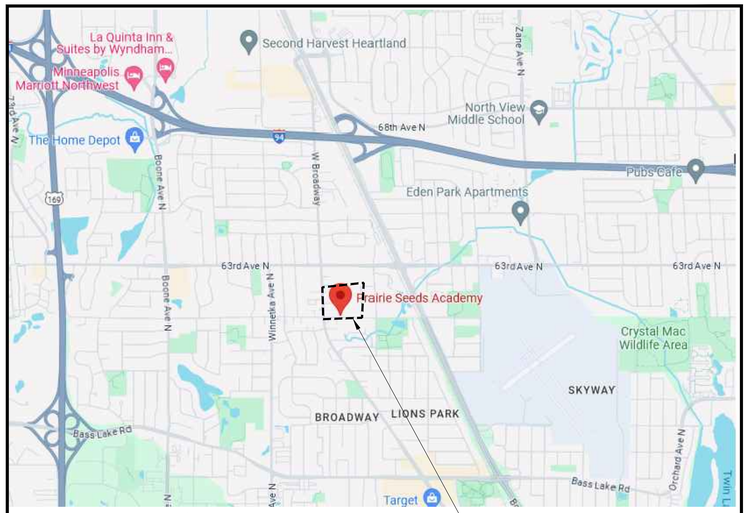
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PRAIRIE SEED ACADEMY ADDITION

BROOKLYN PARK, MINNESOTA

ISSUED FOR: CITY SUBMITTAL



PROJECT CONTACTS		
	NAME & ADDRESS	CONTACT
CIVIL ENGINEER	CIVIL SITE GROUP 5000 GLENWOOD AVE GOLDEN VALLEY, MN 55422	ROBBIE LATTA, PE 612-615-0060 RLATTA@CIVILSITEGROUP.COM
LANDSCAPE ARCHITECT	CIVIL SITE GROUP 5000 GLENWOOD AVE GOLDEN VALLEY, MN 55422	PATRICK SARVER, PLA 612-615-0060 PSARVER@CIVILSITEGROUP.COM
PROPERTY OWNER	PRAIRIE SEEDS ACADEMY 6200 W BROADWAY BROOKLYN PARK, MN	CRYSTAL VANG, ASSOC. DIRECTOR 763-450-1388 CRYSTAL.VANG@PSAK12.ORG
ARCHITECT	RIVERA ARCHITECTS, INC. 775 FAIRMONT AVE. ST PAUL, MN	DEBORAH RATHMAN, AIA, KEN RIVERA, AIA 651-222-3245 DRATHMAN.RIVERAARCH@QWESTOFFICE.NET
SURVEYOR	CIVIL SITE GROUP 5000 GLENWOOD AVE GOLDEN VALLEY, MN 55422	RORY SYNSTELIEN 612-615-0060 X 712 RORY@CIVILSITEGROUP.COM
GEOTECHNICAL ENGINEER	T.B.D ADDRESS LINE 1 ADDRESS LINE 2	T.B.D. PHONE NUMBER EMAIL

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Know what's **below.**
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SHEET INDEX	
SHEET NUMBER	SHEET TITLE
C0.0	TITLE SHEET
C0.1	PROJECT NOTES
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C2.0	SITE PLAN
C3.0	GRADING PLAN
C4.0	UTILITY PLAN
L1.0	LANDSCAPE PLAN

PRELIMINARY: NOT FOR CONSTRUCTION

CivilSite GROUP
Civil Engineering · Surveying · Landscape Architecture
5000 Glenwood Avenue
Golden Valley, MN 55422
civilsitegroup.com 612-615-0060

PROJECT
PRAIRIE SEEDS ACADEMY ADDITION
6200 W BROADWAY, BROOKLYN PARK MN 55428

OWNER
PRAIRIE SEEDS ACADEMY
6200 W BROADWAY, BROOKLYN PARK MN 55428

ISSUE/SUBMITTAL SUMMARY	
DATE	DESCRIPTION
08/28/24	CITY SUBMITTAL
PROJECT MANAGER	PATRICK SARVER, PLA
CONTACT NUMBER	612-615-0060 X XXX
DRAWN BY	RLB
REVIEWED BY	PJS
PROJECT NUMBER	0XR0

REVISION SUMMARY	
DATE	DESCRIPTION

TITLE SHEET

C0.0

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REMOVAL NOTES:

1. ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT "GOPHER STATE ONE CALL" (651-454-0002 OR 800-252-1166) FOR UTILITY LOCATIONS, 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.
2. SEE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) PLAN FOR CONSTRUCTION STORM WATER MANAGEMENT PLAN.
3. REMOVAL OF MATERIALS NOTED ON THE DRAWINGS SHALL BE IN ACCORDANCE WITH MNDOT, STATE AND LOCAL REGULATIONS.
4. REMOVAL OF PRIVATE UTILITIES SHALL BE COORDINATED WITH UTILITY OWNER PRIOR TO CONSTRUCTION ACTIVITIES.
5. EXISTING PAVEMENTS SHALL BE SAWCUT IN LOCATIONS AS SHOWN ON THE DRAWINGS OR THE NEAREST JOINT FOR PROPOSED PAVEMENT CONNECTIONS.
6. REMOVED MATERIALS SHALL BE DISPOSED OF TO A LEGAL OFF-SITE LOCATION AND IN ACCORDANCE WITH STATE AND LOCAL REGULATIONS.
7. ABANDON, REMOVAL, CONNECTION, AND PROTECTION NOTES SHOWN ON THE DRAWINGS ARE APPROXIMATE. COORDINATE WITH PROPOSED PLANS.
8. EXISTING ON-SITE FEATURES NOT NOTED FOR REMOVAL SHALL BE PROTECTED THROUGHOUT THE DURATION OF THE CONTRACT.
9. PROPERTY LINES SHALL BE CONSIDERED GENERAL CONSTRUCTION LIMITS UNLESS OTHERWISE NOTED ON THE DRAWINGS. WORK WITHIN THE GENERAL CONSTRUCTION LIMITS SHALL INCLUDE STAGING, DEMOLITION AND CLEAN-UP OPERATIONS AS WELL AS CONSTRUCTION SHOWN ON THE DRAWINGS.
10. MINOR WORK OUTSIDE OF THE GENERAL CONSTRUCTION LIMITS SHALL BE ALLOWED AS SHOWN ON THE PLAN AND PER CITY REQUIREMENTS. FOR ANY WORK ON ADJACENT PRIVATE PROPERTY, THE CONTRACTOR SHALL OBTAIN WRITTEN PERMISSION FROM THE ADJACENT PROPERTY OWNER PRIOR TO ANY WORK.
11. DAMAGE BEYOND THE PROPERTY LIMITS CAUSED BY CONSTRUCTION ACTIVITY SHALL BE REPAIRED IN A MANNER APPROVED BY THE ENGINEER/LANDSCAPE ARCHITECT OR IN ACCORDANCE WITH THE CITY.
12. PROPOSED WORK (BUILDING AND CIVIL) SHALL NOT DISTURB EXISTING UTILITIES UNLESS OTHERWISE SHOWN ON THE DRAWINGS AND APPROVED BY THE CITY PRIOR TO CONSTRUCTION.
13. SITE SECURITY MAY BE NECESSARY AND PROVIDED IN A MANNER TO PROHIBIT VANDALISM, AND THEFT, DURING AND AFTER NORMAL WORK HOURS, THROUGHOUT THE DURATION OF THE CONTRACT. SECURITY MATERIALS SHALL BE IN ACCORDANCE WITH THE CITY.
14. VEHICULAR ACCESS TO THE SITE SHALL BE MAINTAINED FOR DELIVERY AND INSPECTION ACCESS DURING NORMAL OPERATING HOURS. AT NO POINT THROUGHOUT THE DURATION OF THE CONTRACT SHALL CIRCULATION OF ADJACENT STREETS BE BLOCKED WITHOUT APPROVAL BY THE CITY PRIOR TO CONSTRUCTION ACTIVITIES.
15. ALL TRAFFIC CONTROLS SHALL BE PROVIDED AND ESTABLISHED PER THE REQUIREMENTS OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MMUTCD) AND THE CITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, SIGNAGE, BARRICADES, FLASHERS, AND FLAGGERS AS NEEDED. ALL PUBLIC STREETS SHALL REMAIN OPEN TO TRAFFIC AT ALL TIMES. NO ROAD CLOSURES SHALL BE PERMITTED WITHOUT APPROVAL BY THE CITY.
16. SHORING FOR BUILDING EXCAVATION MAY BE USED AT THE DISCRETION OF THE CONTRACTOR AND AS APPROVED BY THE OWNERS REPRESENTATIVE AND THE CITY PRIOR TO CONSTRUCTION ACTIVITIES.
17. STAGING, DEMOLITION, AND CLEAN-UP AREAS SHALL BE WITHIN THE PROPERTY LIMITS AS SHOWN ON THE DRAWINGS AND MAINTAINED IN A MANNER AS REQUIRED BY THE CITY.
18. ALL EXISTING SITE TRAFFIC/REGULATORY SIGNAGE TO BE INVENTORIED AND IF REMOVED FOR CONSTRUCTION SHALL BE RETURNED TO LGU.
19. ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT "GOPHER STATE ONE CALL" (651-454-0002 OR 800-252-1166) FOR UTILITY LOCATIONS, 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.

SITE LAYOUT NOTES:

1. ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT "GOPHER STATE ONE CALL" (651-454-0002 OR 800-252-1166) FOR UTILITY LOCATIONS, 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.
2. CONTRACTOR SHALL VERIFY LOCATIONS AND LAYOUT OF ALL SITE ELEMENTS PRIOR TO BEGINNING CONSTRUCTION, INCLUDING BUT NOT LIMITED TO, LOCATIONS OF EXISTING AND PROPOSED PROPERTY LINES, EASEMENTS, SETBACKS, UTILITIES, BUILDINGS AND PAVEMENTS. CONTRACTOR IS RESPONSIBLE FOR FINAL LOCATIONS OF ALL ELEMENTS FOR THE SITE. ANY REVISIONS REQUIRED AFTER COMMENCEMENT OF CONSTRUCTION, DUE TO LOCATIONAL ADJUSTMENTS SHALL BE CORRECTED AT NO ADDITIONAL COST TO OWNER. ADJUSTMENTS TO THE LAYOUT SHALL BE APPROVED BY THE ENGINEER/LANDSCAPE ARCHITECT PRIOR TO INSTALLATION OF MATERIALS. STAKE LAYOUT FOR APPROVAL.
3. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION, INCLUDING A RIGHT-OF-WAY AND STREET OPENING PERMIT.
4. THE CONTRACTOR SHALL VERIFY RECOMMENDATIONS NOTED IN THE GEO TECHNICAL REPORT PRIOR TO INSTALLATION OF SITE IMPROVEMENT MATERIALS.
5. CONTRACTOR SHALL FIELD VERIFY COORDINATES AND LOCATION DIMENSIONS & ELEVATIONS OF THE BUILDING AND STAKE FOR REVIEW AND APPROVAL BY THE OWNERS REPRESENTATIVE PRIOR TO INSTALLATION OF FOOTING MATERIALS.
6. LOCATIONS OF STRUCTURES, ROADWAY PAVEMENTS, CURBS AND GUTTERS, BOLLARDS, AND WALKS ARE APPROXIMATE AND SHALL BE STAKED IN THE FIELD, PRIOR TO INSTALLATION, FOR REVIEW AND APPROVAL BY THE ENGINEER/LANDSCAPE ARCHITECT.
7. CURB DIMENSIONS SHOWN ARE TO FACE OF CURB. BUILDING DIMENSIONS ARE TO FACE OF CONCRETE FOUNDATION. LOCATION OF BUILDING IS TO BUILDING FOUNDATION AND SHALL BE AS SHOWN ON THE DRAWINGS.
8. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OR SAMPLES AS SPECIFIED FOR REVIEW AND APPROVAL BY THE ENGINEER/LANDSCAPE ARCHITECT PRIOR TO FABRICATION FOR ALL PREFABRICATED SITE IMPROVEMENT MATERIALS SUCH AS, BUT NOT LIMITED TO THE FOLLOWING, FURNISHINGS, PAVEMENTS, WALLS, RAILINGS, BENCHES, FLAGPOLES, LANDING PADS FOR CURB RAMPS, AND LIGHT AND POLES. THE OWNER RESERVES THE RIGHT TO REJECT INSTALLED MATERIALS NOT PREVIOUSLY APPROVED.
9. PEDESTRIAN CURB RAMPS SHALL BE CONSTRUCTED WITH TRUNCATED DOME LANDING AREAS IN ACCORDANCE WITH A.D.A. REQUIREMENTS-SEE DETAIL.
10. CROSSWALK STRIPING SHALL BE 24" WIDE WHITE PAINTED LINE, SPACED 48" ON CENTER PERPENDICULAR TO THE FLOW OF TRAFFIC. WIDTH OF CROSSWALK SHALL BE 5' WIDE. ALL OTHER PAVEMENT MARKINGS SHALL BE WHITE IN COLOR UNLESS OTHERWISE NOTED OR REQUIRED BY ADA OR LOCAL GOVERNING BODIES.
11. SEE SITE PLAN FOR CURB AND GUTTER TYPE. TAPER BETWEEN CURB TYPES-SEE DETAIL.
12. ALL CURB RADII ARE MINIMUM 3' UNLESS OTHERWISE NOTED.
13. CONTRACTOR SHALL REFER TO FINAL PLAT FOR LOT BOUNDARIES, NUMBERS, AREAS AND DIMENSIONS PRIOR TO SITE IMPROVEMENTS.
14. FIELD VERIFY ALL EXISTING SITE CONDITIONS, DIMENSIONS.
15. PARKING IS TO BE SET PARALLEL OR PERPENDICULAR TO EXISTING BUILDING UNLESS NOTED OTHERWISE.
16. ALL PARKING LOT PAINT STRIPING TO BE WHITE, 4" WIDE TYP.
17. BITUMINOUS PAVING TO BE "LIGHT DUTY" UNLESS OTHERWISE NOTED. SEE DETAIL SHEETS FOR PAVEMENT SECTIONS.
18. ALL TREES THAT ARE TO REMAIN ARE TO BE PROTECTED FROM DAMAGE WITH A CONSTRUCTION FENCE AT THE DRIP LINE. SEE LANDSCAPE DOCUMENTS.

OPERATIONAL NOTES	
SNOW REMOVAL	ALL SNOW SHALL BE STORED ON-SITE OUTSIDE PARKING LOT. WHEN FULL, REMOVAL CO. SHALL REMOVE EXCESS OFF-SITE.
TRASH REMOVAL	TRASH SHALL BE PLACED IN EXTERIOR TRASH AREA AND REMOVED BY COMMERCIAL CO. WEEKLY.
DELIVERIES	DELIVERIES SHALL OCCUR AT THE FRONT DOOR VIA STANDARD COMMERCIAL DELIVERY VEHICLES (UPS, FED-EX, USPS).

GENERAL GRADING NOTES:

1. **CONTRACTOR SHALL VERIFY ALL BUILDING ELEVATIONS, (FFE, LFE, GFE), PRIOR TO CONSTRUCTION BY CROSS CHECKING WITH ARCHITECTURAL, STRUCTURAL AND CIVIL ELEVATIONS FOR EQUIVALENT "100" ELEVATIONS. THIS MUST BE DONE PRIOR TO EXCAVATION AND INSTALLATION OF ANY FOOTING MATERIALS. VERIFICATION OF THIS COORDINATION SHALL BE CONFIRMED IN WRITING BY CIVIL, SURVEYOR, ARCHITECTURAL, STRUCTURAL AND CONTRACTOR PRIOR TO CONSTRUCTION.**
2. ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT "GOPHER STATE ONE CALL" (651-454-0002 OR 800-252-1166) FOR UTILITY LOCATIONS, 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.
3. SEE SITE PLAN FOR HORIZONTAL LAYOUT & GENERAL GRADING NOTES.
4. THE CONTRACTOR SHALL COMPLETE THE SITE GRADING CONSTRUCTION (INCLUDING BUT NOT LIMITED TO SITE PREPARATION, SOIL CORRECTION, EXCAVATION, EMBANKMENT, ETC.) IN ACCORDANCE WITH THE REQUIREMENTS OF THE OWNER'S SOILS ENGINEER. ALL SOIL TESTING SHALL BE COMPLETED BY THE OWNER'S SOILS ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL REQUIRED SOIL TESTS AND INSPECTIONS WITH THE SOILS ENGINEER.
5. ANY ELEMENTS OF AN EARTH RETENTION SYSTEM AND RELATED EXCAVATIONS THAT FALL WITHIN THE PUBLIC RIGHT OF WAY WILL REQUIRE A "RIGHT OF WAY EXCAVATION PERMIT". CONTRACTOR IS RESPONSIBLE FOR AQUIRING THIS PERMIT PRIOR TO CONSTRUCTION IF APPLICABLE
6. ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT "GOPHER STATE ONE CALL" (651-454-0002 OR 800-252-1166) FOR UTILITY LOCATIONS, 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.
7. GRADING AND EXCAVATION ACTIVITIES SHALL BE PERFORMED IN ACCORDANCE WITH THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT REQUIREMENTS & PERMIT REQUIREMENTS OF THE CITY.
8. PROPOSED SPOT GRADES ARE FLOW-LINE FINISHED GRADE ELEVATIONS, UNLESS OTHERWISE NOTED.
9. GRADES OF WALKS SHALL BE INSTALLED WITH 5% MAX. LONGITUDINAL SLOPE AND 1% MIN. AND 2% MAX. CROSS SLOPE, UNLESS OTHERWISE NOTED.
10. PROPOSED SLOPES SHALL NOT EXCEED 3:1 UNLESS INDICATED OTHERWISE ON THE DRAWINGS. MAXIMUM SLOPES IN MAINTAINED AREAS IS 4:1.
11. PROPOSED RETAINING WALLS, FREESTANDING WALLS, OR COMBINATION OF WALL TYPES GREATER THAN 4' IN HEIGHT SHALL BE DESIGNED AND ENGINEERED BY A REGISTERED RETAINING WALL ENGINEER. DESIGN DRAWINGS SHALL BE SUBMITTED FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF GRADE STAKES THROUGHOUT THE DURATION OF CONSTRUCTION TO ESTABLISH PROPER GRADES. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR A FINAL FIELD CHECK OF FINISHED GRADES ACCEPTABLE TO THE ENGINEER/LANDSCAPE ARCHITECT PRIOR TO TOPSOIL AND SODDING ACTIVITIES.
13. IF EXCESS OR SHORTAGE OF SOIL MATERIAL EXISTS, THE CONTRACTOR SHALL TRANSPORT ALL EXCESS SOIL MATERIAL OFF THE SITE TO AN AREA SELECTED BY THE CONTRACTOR, OR IMPORT SUITABLE MATERIAL TO THE SITE.
14. EXCAVATE TOPSOIL FROM AREAS TO BE FURTHER EXCAVATED OR REGRADED AND STOCKPILE IN AREAS DESIGNATED ON THE SITE. THE CONTRACTOR SHALL SALVAGE ENOUGH TOPSOIL FOR RESPREADING ON THE SITE AS SPECIFIED. EXCESS TOPSOIL SHALL BE PLACED IN EMBANKMENT AREAS, OUTSIDE OF BUILDING PADS, ROADWAYS AND PARKING AREAS. THE CONTRACTOR SHALL SUBCUT CUT AREAS, WHERE TURF IS TO BE ESTABLISHED, TO A DEPTH OF 6 INCHES. RESPREAD TOPSOIL IN AREAS WHERE TURF IS TO BE ESTABLISHED TO A MINIMUM DEPTH OF 6 INCHES.
15. FINISHED GRADING SHALL BE COMPLETED. THE CONTRACTOR SHALL UNIFORMLY GRADE AREAS WITHIN LIMITS OF GRADING, INCLUDING ADJACENT TRANSITION AREAS. PROVIDE A SMOOTH FINISHED SURFACE WITHIN SPECIFIED TOLERANCES, WITH UNIFORM LEVELS OR SLOPES BETWEEN POINTS WHERE ELEVATIONS ARE SHOWN, OR BETWEEN SUCH POINTS AND EXISTING GRADES. AREAS THAT HAVE BEEN FINISH GRADED SHALL BE PROTECTED FROM SUBSEQUENT CONSTRUCTION OPERATIONS, TRAFFIC AND EROSION. REPAIR ALL AREAS THAT HAVE BECOME RUTTED BY TRAFFIC OR ERODED BY WATER OR HAS SETTLED BELOW THE CORRECT GRADE. ALL AREAS DISTURBED BY CONTRACTOR'S OPERATIONS SHALL BE RESTORED TO EQUAL OR BETTER THAN ORIGINAL CONDITION OR TO THE REQUIREMENTS OF THE NEW WORK.
16. PRIOR TO PLACEMENT OF THE AGGREGATE BASE, A TEST ROLL WILL BE REQUIRED ON THE STREET AND/OR PARKING AREA SUBGRADE. THE CONTRACTOR SHALL PROVIDE A LOADED TANDEM AXLE TRUCK WITH A GROSS WEIGHT OF 25 TONS. THE TEST ROLLING SHALL BE AT THE DIRECTION OF THE SOILS ENGINEER AND SHALL BE COMPLETED IN AREAS AS DIRECTED BY THE SOILS ENGINEER. THE SOILS ENGINEER SHALL DETERMINE WHICH SECTIONS OF THE STREET OR PARKING AREA ARE UNSTABLE. CORRECTION OF THE SUBGRADE SOILS SHALL BE COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF THE SOILS ENGINEER. NO TEST ROLL SHALL OCCUR WITHIN 10' OF ANY UNDERGROUND STORM RETENTION/DETENTION SYSTEMS.
17. TOLERANCES
    - 17.1. THE BUILDING SUBGRADE FINISHED SURFACE ELEVATION SHALL NOT VARY BY MORE THAN 0.30 FOOT ABOVE, OR 0.30 FOOT BELOW, THE PRESCRIBED ELEVATION AT ANY POINT WHERE MEASUREMENT IS MADE.
    - 17.2. THE STREET OR PARKING AREA SUBGRADE FINISHED SURFACE ELEVATION SHALL NOT VARY BY MORE THAN 0.05 FOOT ABOVE, OR 0.10 FOOT BELOW, THE PRESCRIBED ELEVATION OF ANY POINT WHERE MEASUREMENT IS MADE.
    - 17.3. AREAS WHICH ARE TO RECEIVE TOPSOIL SHALL BE GRADED TO WITHIN 0.30 FOOT ABOVE OR BELOW THE REQUIRED ELEVATION, UNLESS DIRECTED OTHERWISE BY THE ENGINEER.
    - 17.4. TOPSOIL SHALL BE GRADED TO PLUS OR MINUS 1/2 INCH OF THE SPECIFIED THICKNESS.
18. MAINTENANCE
    - 18.1. THE CONTRACTOR SHALL PROTECT NEWLY GRADED AREAS FROM TRAFFIC AND EROSION, AND KEEP AREA FREE OF TRASH AND DEBRIS.
    - 18.2. CONTRACTOR SHALL REPAIR AND REESTABLISH GRADES IN SETTLED, ERODED AND RUTTED AREAS TO SPECIFIED TOLERANCES. DURING THE CONSTRUCTION, IF REQUIRED, AND DURING THE WARRANTY PERIOD, ERODED AREAS WHERE TURF IS TO BE ESTABLISHED SHALL BE RESEEDED AND MULCHED.
    - 18.3. WHERE COMPLETED COMPACTED AREAS ARE DISTURBED BY SUBSEQUENT CONSTRUCTION OPERATIONS OR ADVERSE WEATHER, CONTRACTOR SHALL SCARIFY, SURFACE, RESHAPE, AND COMPACT TO REQUIRED DENSITY PRIOR TO FURTHER CONSTRUCTION.

GROUNDWATER ELEVATION PER BORING	
BORING	GROUND WATER ELEVATION
B-1	
B-2	
B-3	
B-4	
B-5	
B-6	
B-7	
B-8	
B-9	
B-10	
PER GEOTECHNICAL REPORT COMPLETED BY BRAUN INTERTEC, INC. ON XX/XX/XX.	

GENERAL UTILITY NOTES:

1. ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT "GOPHER STATE ONE CALL" (651-454-0002 OR 800-252-1166) FOR UTILITY LOCATIONS, 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.
2. SEE SITE PLAN FOR HORIZONTAL DIMENSIONS AND LAYOUT.
3. CONTRACTOR SHALL FIELD VERIFY LOCATION AND ELEVATION OF EXISTING UTILITIES AND TOPOGRAPHIC FEATURES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF DISCREPANCIES OR VARIATIONS FROM THE PLANS.
4. UTILITY INSTALLATION SHALL CONFORM TO THE CURRENT EDITION OF "STANDARD SPECIFICATIONS FOR WATER MAIN AND SERVICE LINE INSTALLATION" AND "SANITARY SEWER AND STORM SEWER INSTALLATION" AS PREPARED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA (CEAM), AND SHALL CONFORM WITH THE REQUIREMENTS OF THE CITY AND THE PROJECT SPECIFICATIONS.
5. CASTINGS SHALL BE SALVAGED FROM STRUCTURE REMOVALS AND RE-USED OR PLACED AT THE DIRECTION OF THE OWNER.
6. ALL WATER PIPE SHALL BE CLASS 52 DUCTILE IRON PIPE (DIP) AWWA C151, ASME B16.4, AWWA C110, AWWA C153 UNLESS OTHERWISE NOTED.
7. ALL SANITARY SEWER SHALL BE SDR 26 POLYVINYL CHLORIDE (PVC) ASTM D3034 & F679, OR SCH 40 ASTM D1785, 2665, ASTM F794, 1866) UNLESS OTHERWISE NOTED.
8. ALL STORM SEWER PIPE SHALL BE HDPE ASTM F714 OR F2306 WITH ASTM D3212 SPEC FITTINGS UNLESS OTHERWISE NOTED.
9. PIPE LENGTHS SHOWN ARE FROM CENTER TO CENTER OF STRUCTURE OR TO END OF FLARED END SECTION.
10. UTILITIES ON THE PLAN ARE SHOWN TO WITHIN 5' OF THE BUILDING FOOTPRINT. THE CONTRACTOR IS ULTIMATELY RESPONSIBLE FOR THE FINAL CONNECTION TO BUILDING LINES. COORDINATE WITH ARCHITECTURAL AND MECHANICAL PLANS.
11. CATCH BASINS AND MANHOLES IN PAVED AREAS SHALL BE SUMPED 0.04 FEET. ALL CATCH BASINS IN GUTTERS SHALL BE SUMPED 0.15 FEET PER DETAILS. RIM ELEVATIONS SHOWN ON THIS PLAN DO NOT REFLECT SUMPED ELEVATIONS.
12. ALL FIRE HYDRANTS SHALL BE LOCATED 5 FEET BEHIND BACK OF CURB UNLESS OTHERWISE NOTED.
13. HYDRANT TYPE, VALVE, AND CONNECTION SHALL BE IN ACCORDANCE WITH CITY REQUIREMENTS. HYDRANT EXTENSIONS ARE INCIDENTAL.
14. A MINIMUM OF 8 FEET OF COVER IS REQUIRED OVER ALL WATERMAIN, UNLESS OTHERWISE NOTED. EXTRA DEPTH MAY BE REQUIRED TO MAINTAIN A MINIMUM OF 18" VERTICAL SEPARATION TO SANITARY OR STORM SEWER LINES. EXTRA DEPTH WATERMAIN IS INCIDENTAL.
15. A MINIMUM OF 18 INCHES OF VERTICAL SEPARATION AND 10 FEET OF HORIZONTAL SEPARATION IS REQUIRED FOR ALL UTILITIES, UNLESS OTHERWISE NOTED.
16. ALL CONNECTIONS TO EXISTING UTILITIES SHALL BE IN ACCORDANCE WITH CITY STANDARDS AND COORDINATED WITH THE CITY PRIOR TO CONSTRUCTION.
17. CONNECTIONS TO EXISTING STRUCTURES SHALL BE CORE-DRILLED.
18. COORDINATE LOCATIONS AND SIZES OF SERVICE CONNECTIONS WITH THE MECHANICAL DRAWINGS.
19. COORDINATE INSTALLATION AND SCHEDULING OF THE INSTALLATION OF UTILITIES WITH ADJACENT CONTRACTORS AND CITY STAFF.
20. ALL STREET REPAIRS AND PATCHING SHALL BE PERFORMED PER THE REQUIREMENTS OF THE CITY. ALL PAVEMENT CONNECTIONS SHALL BE SAWCUT. ALL TRAFFIC CONTROLS SHALL BE PROVIDED BY THE CONTRACTOR AND SHALL BE ESTABLISHED PER THE REQUIREMENTS OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MMUTCD) AND THE CITY. THIS SHALL INCLUDE BUT NOT BE LIMITED TO SIGNAGE, BARRICADES, FLASHERS, AND FLAGGERS AS NEEDED. ALL PUBLIC STREETS SHALL BE OPEN TO TRAFFIC AT ALL TIMES. NO ROAD CLOSURES SHALL BE PERMITTED WITHOUT APPROVAL BY THE CITY.
21. ALL STRUCTURES, PUBLIC AND PRIVATE, SHALL BE ADJUSTED TO PROPOSED GRADES WHERE REQUIRED. THE REQUIREMENTS OF ALL OWNERS MUST BE COMPLIED WITH. STRUCTURES BEING RESET TO PAVED AREAS MUST MEET OWNERS REQUIREMENTS FOR TRAFFIC LOADING.
22. CONTRACTOR SHALL COORDINATE ALL WORK WITH PRIVATE UTILITY COMPANIES.
23. CONTRACTOR SHALL COORDINATE CONNECTION OF IRRIGATION SERVICE TO UTILITIES. COORDINATE THE INSTALLATION OF IRRIGATION SLEEVES NECESSARY AS TO NOT IMPACT INSTALLATION OF UTILITIES.
24. CONTRACTOR SHALL MAINTAIN AS-BUILT PLANS THROUGHOUT CONSTRUCTION AND SUBMIT THESE PLANS TO ENGINEER UPON COMPLETION OF WORK.
25. ALL JOINTS AND CONNECTIONS IN STORM SEWER SYSTEM SHALL BE GASTIGHT OR WATERTIGHT. APPROVED RESILIENT RUBBER JOINTS MUST BE USED TO MAKE WATERTIGHT CONNECTIONS TO MANHOLES, CATCHBASINS, OR OTHER STRUCTURES.
26. ALL PORTIONS OF THE STORM SEWER SYSTEM LOCATED WITHIN 10 FEET OF THE BUILDING OR WATER SERVICE LINE MUST BE TESTED IN ACCORDANCE WITH MN RULES, CHAPTER 4714, SECTION 1109.0.
27. FOR ALL SITES LOCATED IN CLAY SOIL AREAS, DRAIN TILE MUST BE INSTALLED AT ALL LOW POINT CATCH BASINS 25' IN EACH DIRECTION. SEE PLAN AND DETAIL. INSTALL LOW POINT DRAIN TILE PER PLANS AND GEOTECHNICAL REPORT RECOMMENDATIONS AND REQUIREMENTS.

IRRIGATION NOTES:

1. ENTIRE SITE SHALL BE FULLY IRRIGATED. THE CONTRACTOR SHALL SUBMIT IRRIGATION SHOP DRAWINGS FOR REVIEW AND APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
2. SEE MECHANICAL AND ELECTRICAL PLANS AND SPECIFICATIONS FOR IRRIGATION WATER, METER, AND POWER CONNECTIONS.
3. CONTRACTOR TO VERIFY LOCATION OF ALL UNDERGROUND/ABOVE GROUND FACILITIES PRIOR TO ANY EXCAVATION/INSTALLATION. ANY DAMAGE TO UNDERGROUND/ABOVE GROUND FACILITIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND COSTS ASSOCIATED WITH CORRECTING DAMAGES SHALL BE BORNE ENTIRELY BY THE CONTRACTOR.
4. SERVICE EQUIPMENT AND INSTALLATION SHALL BE PER LOCAL UTILITY COMPANY STANDARDS AND SHALL BE PER NATIONAL AND LOCAL CODES. EXACT LOCATION OF SERVICE EQUIPMENT SHALL BE COORDINATED WITH THE LANDSCAPE ARCHITECT OR EQUIVALENT AT THE JOB SITE.
5. CONTRACTOR SHALL COORDINATE WITH LOCAL UTILITY COMPANY FOR THE PROPOSED ELECTRICAL SERVICE AND METERING FACILITIES.
6. IRRIGATION WATER LINE CONNECTION SIZE IS 1-½" AT BUILDING. VERIFY WITH MECHANICAL PLANS.COVAGE.
7. ALL MAIN LINES SHALL BE 18" BELOW FINISHED GRADE.
8. ALL LATERAL LINES SHALL BE 12" BELLOW FINISHED GRADE.
9. ALL EXPOSED PVC RISERS, IF ANY, SHALL BE GRAY IN COLOR.
10. CONTRACTOR SHALL LAY ALL SLEEVES AND CONDUIT AT 2'-0" BELOW THE FINISHED GRADE OF THE TOP OF PAVEMENT. EXTEND SLEEVES TO 2'-0" BEYOND PAVEMENT.
11. CONTRACTOR SHALL MARK THE LOCATION OF ALL SLEEVES AND CONDUIT WITH THE SLEEVING MATERIAL "ELLED" TO 2'-0" ABOVE FINISHED GRADE AND CAPPED.
12. FABRICATE ALL PIPE TO MANUFACTURE'S SPECIFICATIONS WITH CLEAN AND SQUARE CUT JOINTS. USE QUALITY GRADE PRIMER AND SOLVENT CEMENT FORMULATED FOR INTENDED TYPE OF CONNECTION.
13. BACKFILL ALL TRENCHES WITH SOIL FREE OF SHARP OBJECTS AND DEBRIS.
14. ALL VALVE BOXES AND COVERS SHALL BE BLACK IN COLOR.
15. GROUP VALVE BOXES TOGETHER FOR EASE WHEN SERVICE IS REQUIRED. LOCATE IN PLANT BED AREAS WHENEVER POSSIBLE.
16. IRRIGATION CONTROLLER LOCATION SHALL BE VERIFIED ON-SITE WITH OWNER'S REPRESENTATIVE.
17. CONTROL WIRES: 14 GAUGE DIRECT BURIAL, SOLID COPPER IRRIGATION WIRE. RUN UNDER MAIN LINE. USE MOISTURE-PROOF SPLICES AND SPLICE ONLY AT VALVES OR PULL BOXES. RUN SEPARATE HOT AND COMMON WIRE TO EACH VALVE AND ONE (1) SPARE WIRE AND GROUND TO FURTHEST VALVE FROM CONTROLLER. LABEL OR COLOR CODE ALL WIRES.
18. AVOID OVER SPRAY ON BUILDINGS, PAVEMENT, WALLS AND ROADWAYS BY INDIVIDUALLY ADJUSTING RADIUS OR ARC ON SPRINKLER HEADS AND FLOW CONTROL ON AUTOMATIC VALVE.
19. ADJUST PRESSURE REGULATING VALVES FOR OPTIMUM PRESSURE ON SITE.
20. USE SCREENS ON ALL HEADS.
21. A SET OF AS-BUILT DRAWINGS SHALL BE MAINTAINED ON-SITE AT ALL TIMES IN AN UPDATED CONDITION.
22. ALL PIPE 3" AND OVER SHALL HAVE THRUST BLOCKING AT EACH TURN.
23. ALL AUTOMATIC REMOTE CONTROL VALVES WILL HAVE 3" MINIMUM DEPTH OF 3/4" WASHED GRAVEL UNDERNEATH VALVE AND VALVE BOX. GRAVEL SHALL EXTENT 3" BEYOND PERIMETER OF VALVE BOX.
24. THERE SHALL BE 3" MINIMUM SPACE BETWEEN BOTTOM OF VALVE BOX COVER AND TOP OF VALVE STRUCTURE.

LANDSCAPE NOTES:

1. ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT "GOPHER STATE ONE CALL" (651-454-0002 OR 800-252-1166) FOR UTILITY LOCATIONS, 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.
2. WHERE SHOWN, SHRUB & PERENNIAL BEDS SHALL BE MULCHED WITH 4" DEPTH (MINIMUM AFTER INSTALLATION AND/OR TOP DRESSING OPERATIONS) OF SHREDDED CEDAR MULCH.
3. ALL TREES SHALL BE MULCHED WITH SHREDDED CEDAR MULCH TO OUTER EDGE OF SAUCER OR TO EDGE OF PLANTING BED, IF APPLICABLE. ALL MULCH SHALL BE KEPT WITHIN A MINIMUM OF 2" FROM TREE TRUNK.
4. IF SHOWN ON PLAN, RANDOM SIZED LIMESTONE BOULDERS COLOR AND SIZE TO COMPLIMENT NEW LANDSCAPING. OWNER TO APPROVE BOULDER SAMPLES PRIOR TO INSTALLATION.
5. PLANT MATERIALS SHALL CONFORM WITH THE AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS AND SHALL BE OF HARDY STOCK, FREE FROM DISEASE, DAMAGE AND DISFIGURATION. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING PLUMPNESS OF PLANT MATERIAL FOR DURATION OF ACCEPTANCE PERIOD.
6. UPON DISCOVERY OF A DISCREPANCY BETWEEN THE QUANTITY OF PLANTS SHOWN ON THE SCHEDULE AND THE QUANTITY SHOWN ON THE PLAN, THE PLAN SHALL GOVERN.
7. CONDITION OF VEGETATION SHALL BE MONITORED BY THE LANDSCAPE ARCHITECT THROUGHOUT THE DURATION OF THE CONTRACT. LANDSCAPE MATERIALS PART OF THE CONTRACT SHALL BE WARRANTED FOR TWO (2) FULL GROWING SEASONS FROM SUBSTANTIAL COMPLETION DATE.
8. ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITIES SHALL RECEIVE 6" LAYER TOPSOIL AND SOD AS SPECIFIED UNLESS OTHERWISE NOTED ON THE DRAWINGS.
9. COORDINATE LOCATION OF VEGETATION WITH UNDERGROUND AND OVERHEAD UTILITIES, LIGHTING FIXTURES, DOORS AND WINDOWS. CONTRACTOR SHALL STAKE IN THE FIELD FINAL LOCATION OF TREES AND SHRUBS FOR REVIEW AND APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
10. ALL PLANT MATERIALS SHALL BE WATERED AND MAINTAINED UNTIL ACCEPTANCE.
11. REPAIR AT NO COST TO OWNER ALL DAMAGE RESULTING FROM LANDSCAPE CONTRACTOR'S ACTIVITIES.
12. SWEEP AND MAINTAIN ALL PAVED SURFACES FREE OF DEBRIS GENERATED FROM

REMOVAL NOTES:

1. ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT "GOPHER STATE ONE CALL" (651-454-0002 OR 800-252-1166) FOR UTILITY LOCATIONS, 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.
2. SEE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) PLAN FOR CONSTRUCTION STORM WATER MANAGEMENT PLAN.
3. REMOVAL OF MATERIALS NOTED ON THE DRAWINGS SHALL BE IN ACCORDANCE WITH MNDOT, STATE AND LOCAL REGULATIONS.
4. REMOVAL OF PRIVATE UTILITIES SHALL BE COORDINATED WITH UTILITY OWNER PRIOR TO CONSTRUCTION ACTIVITIES.
5. EXISTING PAVEMENTS SHALL BE SAWCUT IN LOCATIONS AS SHOWN ON THE DRAWINGS OR THE NEAREST JOINT FOR PROPOSED PAVEMENT CONNECTIONS.
6. REMOVED MATERIALS SHALL BE DISPOSED OF TO A LEGAL OFF-SITE LOCATION AND IN ACCORDANCE WITH STATE AND LOCAL REGULATIONS.
7. ABANDON, REMOVAL, CONNECTION, AND PROTECTION NOTES SHOWN ON THE DRAWINGS ARE APPROXIMATE. COORDINATE WITH PROPOSED PLANS.
8. EXISTING ON-SITE FEATURES NOT NOTED FOR REMOVAL SHALL BE PROTECTED THROUGHOUT THE DURATION OF THE CONTRACT.
9. PROPERTY LINES SHALL BE CONSIDERED GENERAL CONSTRUCTION LIMITS UNLESS OTHERWISE NOTED ON THE DRAWINGS. WORK WITHIN THE GENERAL CONSTRUCTION LIMITS SHALL INCLUDE STAGING, DEMOLITION AND CLEAN-UP OPERATIONS AS WELL AS CONSTRUCTION SHOWN ON THE DRAWINGS.
10. MINOR WORK OUTSIDE OF THE GENERAL CONSTRUCTION LIMITS SHALL BE ALLOWED AS SHOWN ON THE PLAN AND PER CITY REQUIREMENTS. FOR ANY WORK ON ADJACENT PRIVATE PROPERTY, THE CONTRACTOR SHALL OBTAIN WRITTEN PERMISSION FROM THE ADJACENT PROPERTY OWNER PRIOR TO ANY WORK.
11. DAMAGE BEYOND THE PROPERTY LIMITS CAUSED BY CONSTRUCTION ACTIVITY SHALL BE REPAIRED IN A MANNER APPROVED BY THE ENGINEER/LANDSCAPE ARCHITECT OR IN ACCORDANCE WITH THE CITY.
12. PROPOSED WORK (BUILDING AND CIVIL) SHALL NOT DISTURB EXISTING UTILITIES UNLESS OTHERWISE SHOWN ON THE DRAWINGS AND APPROVED BY THE CITY PRIOR TO CONSTRUCTION.
13. SITE SECURITY MAY BE NECESSARY AND PROVIDED IN A MANNER TO PROHIBIT VANDALISM, AND THEFT, DURING AND AFTER NORMAL WORK HOURS, THROUGHOUT THE DURATION OF THE CONTRACT. SECURITY MATERIALS SHALL BE IN ACCORDANCE WITH THE CITY.
14. VEHICULAR ACCESS TO THE SITE SHALL BE MAINTAINED FOR DELIVERY AND INSPECTION ACCESS DURING NORMAL OPERATING HOURS. AT NO POINT THROUGHOUT THE DURATION OF THE CONTRACT SHALL CIRCULATION OF ADJACENT STREETS BE BLOCKED WITHOUT APPROVAL BY THE CITY PRIOR TO CONSTRUCTION ACTIVITIES.
15. ALL TRAFFIC CONTROLS SHALL BE PROVIDED AND ESTABLISHED PER THE REQUIREMENTS OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MMUTCD) AND THE CITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, SIGNAGE, BARRICADES, FLASHERS, AND FLAGGERS AS NEEDED. ALL PUBLIC STREETS SHALL REMAIN OPEN TO TRAFFIC AT ALL TIMES. NO ROAD CLOSURES SHALL BE PERMITTED WITHOUT APPROVAL BY THE CITY.
16. SHORING FOR BUILDING EXCAVATION MAY BE USED AT THE DISCRETION OF THE CONTRACTOR AND AS APPROVED BY THE OWNERS REPRESENTATIVE AND THE CITY PRIOR TO CONSTRUCTION ACTIVITIES.
17. STAGING, DEMOLITION, AND CLEAN-UP AREAS SHALL BE WITHIN THE PROPERTY LIMITS AS SHOWN ON THE DRAWINGS AND MAINTAINED IN A MANNER AS REQUIRED BY THE CITY.
18. ALL EXISTING SITE TRAFFIC/REGULATORY SIGNAGE TO BE INVENTORIED AND IF REMOVED FOR CONSTRUCTION SHALL BE RETURNED TO LGU.
19. ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT "GOPHER STATE ONE CALL" (651-454-0002 OR 800-252-1166) FOR UTILITY LOCATIONS, 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.

CITY OF BROOKLYN PARK REMOVAL NOTES:

1. RESERVED FOR CITY SPECIFIC REMOVAL NOTES.

SITE LAYOUT NOTES:

1. ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT "GOPHER STATE ONE CALL" (651-454-0002 OR 800-252-1166) FOR UTILITY LOCATIONS, 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.
2. CONTRACTOR SHALL VERIFY LOCATIONS AND LAYOUT OF ALL SITE ELEMENTS PRIOR TO BEGINNING CONSTRUCTION, INCLUDING BUT NOT LIMITED TO, LOCATIONS OF EXISTING AND PROPOSED PROPERTY LINES, EASEMENTS, SETBACKS, UTILITIES, BUILDINGS AND PAVEMENTS. CONTRACTOR IS RESPONSIBLE FOR FINAL LOCATIONS OF ALL ELEMENTS FOR THE SITE . ANY REVISIONS REQUIRED AFTER COMMENCEMENT OF CONSTRUCTION, DUE TO LOCATIONAL ADJUSTMENTS SHALL BE CORRECTED AT NO ADDITIONAL COST TO OWNER. ADJUSTMENTS TO THE LAYOUT SHALL BE APPROVED BY THE ENGINEER/LANDSCAPE ARCHITECT PRIOR TO INSTALLATION OF MATERIALS. STAKE LAYOUT FOR APPROVAL.
3. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION, INCLUDING A RIGHT-OF-WAY AND STREET OPENING PERMIT.
4. THE CONTRACTOR SHALL VERIFY RECOMMENDATIONS NOTED IN THE GEO TECHNICAL REPORT PRIOR TO INSTALLATION OF SITE IMPROVEMENT MATERIALS.
5. CONTRACTOR SHALL FIELD VERIFY COORDINATES AND LOCATION DIMENSIONS & ELEVATIONS OF THE BUILDING AND STAKE FOR REVIEW AND APPROVAL BY THE OWNERS REPRESENTATIVE PRIOR TO INSTALLATION OF FOOTING MATERIALS.
6. LOCATIONS OF STRUCTURES, ROADWAY PAVEMENTS, CURBS AND GUTTERS, BOLLARDS, AND WALKS ARE APPROXIMATE AND SHALL BE STAKED IN THE FIELD, PRIOR TO INSTALLATION, FOR REVIEW AND APPROVAL BY THE ENGINEER/LANDSCAPE ARCHITECT.
7. CURB DIMENSIONS SHOWN ARE TO FACE OF CURB. BUILDING DIMENSIONS ARE TO FACE OF CONCRETE FOUNDATION. LOCATION OF BUILDING IS TO BUILDING FOUNDATION AND SHALL BE AS SHOWN ON THE DRAWINGS.
8. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OR SAMPLES AS SPECIFIED FOR REVIEW AND APPROVAL BY THE ENGINEER/LANDSCAPE ARCHITECT PRIOR TO FABRICATION FOR ALL PREFABRICATED SITE IMPROVEMENT MATERIALS SUCH AS, BUT NOT LIMITED TO THE FOLLOWING, FURNISHINGS, PAVEMENTS, WALLS, RAILINGS, BENCHES, FLAGPOLES, LANDING PADS FOR CURB RAMPS, AND LIGHT AND POLES. THE OWNER RESERVES THE RIGHT TO REJECT INSTALLED MATERIALS NOT PREVIOUSLY APPROVED.
9. PEDESTRIAN CURB RAMPS SHALL BE CONSTRUCTED WITH TRUNCATED DOME LANDING AREAS IN ACCORDANCE WITH A.D.A. REQUIREMENTS-SEE DETAIL.
10. CROSSWALK STRIPING SHALL BE 24" WIDE WHITE PAINTED LINE, SPACED 48" ON CENTER PERPENDICULAR TO THE FLOW OF TRAFFIC. WIDTH OF CROSSWALK SHALL BE 5' WIDE. ALL OTHER PAVEMENT MARKINGS SHALL BE WHITE IN COLOR UNLESS OTHERWISE NOTED OR REQUIRED BY ADA OR LOCAL GOVERNING BODIES.
11. SEE SITE PLAN FOR CURB AND GUTTER TYPE. TAPER BETWEEN CURB TYPES-SEE DETAIL.
12. ALL CURB RADII ARE MINIMUM 3' UNLESS OTHERWISE NOTED.
13. CONTRACTOR SHALL REFER TO FINAL PLAT FOR LOT BOUNDARIES, NUMBERS, AREAS AND DIMENSIONS PRIOR TO SITE IMPROVEMENTS.
14. FIELD VERIFY ALL EXISTING SITE CONDITIONS, DIMENSIONS.
15. PARKING IS TO BE SET PARALLEL OR PERPENDICULAR TO EXISTING BUILDING UNLESS NOTED OTHERWISE.
16. ALL PARKING LOT PAINT STRIPING TO BE WHITE, 4" WIDE TYP.
17. BITUMINOUS PAVING TO BE "LIGHT DUTY" UNLESS OTHERWISE NOTED. SEE DETAIL SHEETS FOR PAVEMENT SECTIONS.
18. ALL TREES THAT ARE TO REMAIN ARE TO BE PROTECTED FROM DAMAGE WITH A CONSTRUCTION FENCE AT THE DRIP LINE. SEE LANDSCAPE DOCUMENTS.

OPERATIONAL NOTES	
SNOW REMOVAL	ALL SNOW SHALL BE STORED ON-SITE OUTSIDE PARKING LOT. WHEN FULL, REMOVAL CO. SHALL REMOVE EXCESS OFF-SITE.
TRASH REMOVAL	TRASH SHALL BE PLACED IN EXTERIOR TRASH AREA AND REMOVED BY COMMERCIAL CO. WEEKLY.
DELIVERIES	DELIVERIES SHALL OCCUR AT THE FRONT DOOR VIA STANDARD COMMERCIAL DELIVERY VEHICLES (UPS, FED-EX, USPS).

CITY OF BROOKLYN PARK SITE SPECIFIC NOTES:

1. RESERVED FOR CITY SPECIFIC SITE NOTES.

GENERAL GRADING NOTES:

1. **CONTRACTOR SHALL VERIFY ALL BUILDING ELEVATIONS, (FFE, LFE, GFE), PRIOR TO CONSTRUCTION BY CROSS CHECKING WITH ARCHITECTURAL, STRUCTURAL AND CIVIL ELEVATIONS FOR EQUIVALENT "100" ELEVATIONS. THIS MUST BE DONE PRIOR TO EXCAVATION AND INSTALLATION OF ANY FOOTING MATERIALS. VERIFICATION OF THIS COORDINATION SHALL BE CONFIRMED IN WRITING BY CIVIL, SURVEYOR, ARCHITECTURAL, STRUCTURAL AND CONTRACTOR PRIOR TO CONSTRUCTION.**
2. ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT "GOPHER STATE ONE CALL" (651-454-0002 OR 800-252-1166) FOR UTILITY LOCATIONS, 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.
3. SEE SITE PLAN FOR HORIZONTAL LAYOUT & GENERAL GRADING NOTES.
4. THE CONTRACTOR SHALL COMPLETE THE SITE GRADING CONSTRUCTION (INCLUDING BUT NOT LIMITED TO SITE PREPARATION, SOIL CORRECTION, EXCAVATION, EMBANKMENT, ETC.) IN ACCORDANCE WITH THE REQUIREMENTS OF THE OWNER'S SOILS ENGINEER. ALL SOIL TESTING SHALL BE COMPLETED BY THE OWNER'S SOILS ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL REQUIRED SOIL TESTS AND INSPECTIONS WITH THE SOILS ENGINEER.
5. ANY ELEMENTS OF AN EARTH RETENTION SYSTEM AND RELATED EXCAVATIONS THAT FALL WITHIN THE PUBLIC RIGHT OF WAY WILL REQUIRE A "RIGHT OF WAY EXCAVATION PERMIT". CONTRACTOR IS RESPONSIBLE FOR AQUIRING THIS PERMIT PRIOR TO CONSTRUCTION IF APPLICABLE
6. ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT "GOPHER STATE ONE CALL" (651-454-0002 OR 800-252-1166) FOR UTILITY LOCATIONS, 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.
7. GRADING AND EXCAVATION ACTIVITIES SHALL BE PERFORMED IN ACCORDANCE WITH THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT REQUIREMENTS & PERMIT REQUIREMENTS OF THE CITY.
8. PROPOSED SPOT GRADES ARE FLOW-LINE FINISHED GRADE ELEVATIONS, UNLESS OTHERWISE NOTED.
9. GRADES OF WALKS SHALL BE INSTALLED WITH 5% MAX. LONGITUDINAL SLOPE AND 1% MIN. AND 2% MAX. CROSS SLOPE, UNLESS OTHERWISE NOTED.
10. PROPOSED SLOPES SHALL NOT EXCEED 3:1 UNLESS INDICATED OTHERWISE ON THE DRAWINGS. MAXIMUM SLOPES IN MAINTAINED AREAS IS 4:1.
11. PROPOSED RETAINING WALLS, FREESTANDING WALLS, OR COMBINATION OF WALL TYPES GREATER THAN 4' IN HEIGHT SHALL BE DESIGNED AND ENGINEERED BY A REGISTERED RETAINING WALL ENGINEER. DESIGN DRAWINGS SHALL BE SUBMITTED FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF GRADE STAKES THROUGHOUT THE DURATION OF CONSTRUCTION TO ESTABLISH PROPER GRADES. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR A FINAL FIELD CHECK OF FINISHED GRADES ACCEPTABLE TO THE ENGINEER/LANDSCAPE ARCHITECT PRIOR TO TOPSOIL AND SODDING ACTIVITIES.
13. IF EXCESS OR SHORTAGE OF SOIL MATERIAL EXISTS, THE CONTRACTOR SHALL TRANSPORT ALL EXCESS SOIL MATERIAL OFF THE SITE TO AN AREA SELECTED BY THE CONTRACTOR, OR IMPORT SUITABLE MATERIAL TO THE SITE.
14. EXCAVATE TOPSOIL FROM AREAS TO BE FURTHER EXCAVATED OR REGRADED AND STOCKPILE IN AREAS DESIGNATED ON THE SITE. THE CONTRACTOR SHALL SALVAGE ENOUGH TOPSOIL FOR RESPREADING ON THE SITE AS SPECIFIED. EXCESS TOPSOIL SHALL BE PLACED IN EMBANKMENT AREAS, OUTSIDE OF BUILDING PADS, ROADWAYS AND PARKING AREAS. THE CONTRACTOR SHALL SUBCUT CUT AREAS, WHERE TURF IS TO BE ESTABLISHED, TO A DEPTH OF 6 INCHES. RESPREAD TOPSOIL IN AREAS WHERE TURF IS TO BE ESTABLISHED TO A MINIMUM DEPTH OF 6 INCHES.
15. FINISHED GRADING SHALL BE COMPLETED. THE CONTRACTOR SHALL UNIFORMLY GRADE AREAS WITHIN LIMITS OF GRADING, INCLUDING ADJACENT TRANSITION AREAS. PROVIDE A SMOOTH FINISHED SURFACE WITHIN SPECIFIED TOLERANCES, WITH UNIFORM LEVELS OR SLOPES BETWEEN POINTS WHERE ELEVATIONS ARE SHOWN, OR BETWEEN SUCH POINTS AND EXISTING GRADES. AREAS THAT HAVE BEEN FINISH GRADED SHALL BE PROTECTED FROM SUBSEQUENT CONSTRUCTION OPERATIONS, TRAFFIC AND EROSION. REPAIR ALL AREAS THAT HAVE BECOME RUTTED BY TRAFFIC OR ERODED BY WATER OR HAS SETTLED BELOW THE CORRECT GRADE. ALL AREAS DISTURBED BY THE CONTRACTOR'S OPERATIONS SHALL BE RESTORED TO EQUAL OR BETTER THAN ORIGINAL CONDITION OR TO THE REQUIREMENTS OF THE NEW WORK.
16. PRIOR TO PLACEMENT OF THE AGGREGATE BASE, A TEST ROLL WILL BE REQUIRED ON THE STREET AND/OR PARKING AREA SUBGRADE. THE CONTRACTOR SHALL PROVIDE A LOADED TANDEM AXLE TRUCK WITH A GROSS WEIGHT OF 25 TONS. THE TEST ROLLING SHALL BE AT THE DIRECTION OF THE SOILS ENGINEER AND SHALL BE COMPLETED IN AREAS AS DIRECTED BY THE SOILS ENGINEER. THE SOILS ENGINEER SHALL DETERMINE WHICH SECTIONS OF THE STREET OR PARKING AREA ARE UNSTABLE. CORRECTION OF THE SUBGRADE SOILS SHALL BE COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF THE SOILS ENGINEER. NO TEST ROLL SHALL OCCUR WITHIN 10' OF ANY UNDERGROUND STORM RETENTION/DETENTION SYSTEMS.
17. TOLERANCES
    - 17.1. THE BUILDING SUBGRADE FINISHED SURFACE ELEVATION SHALL NOT VARY BY MORE THAN 0.30 FOOT ABOVE, OR 0.30 FOOT BELOW, THE PRESCRIBED ELEVATION AT ANY POINT WHERE MEASUREMENT IS MADE.
    - 17.2. THE STREET OR PARKING AREA SUBGRADE FINISHED SURFACE ELEVATION SHALL NOT VARY BY MORE THAN 0.05 FOOT ABOVE, OR 0.10 FOOT BELOW, THE PRESCRIBED ELEVATION OF ANY POINT WHERE MEASUREMENT IS MADE.
    - 17.3. AREAS WHICH ARE TO RECEIVE TOPSOIL SHALL BE GRADED TO WITHIN 0.30 FOOT ABOVE OR BELOW THE REQUIRED ELEVATION, UNLESS DIRECTED OTHERWISE BY THE ENGINEER.
    - 17.4. TOPSOIL SHALL BE GRADED TO PLUS OR MINUS 1/2 INCH OF THE SPECIFIED THICKNESS.
18. MAINTENANCE
    - 18.1. THE CONTRACTOR SHALL PROTECT NEWLY GRADED AREAS FROM TRAFFIC AND EROSION, AND KEEP AREA FREE OF TRASH AND DEBRIS.
    - 18.2. CONTRACTOR SHALL REPAIR AND REESTABLISH GRADES IN SETTLED, ERODED AND RUTTED AREAS TO SPECIFIED TOLERANCES. DURING THE CONSTRUCTION, IF REQUIRED, AND DURING THE WARRANTY PERIOD, ERODED AREAS WHERE TURF IS TO BE ESTABLISHED SHALL BE RESEEDED AND MULCHED.
    - 18.3. WHERE COMPLETED COMPACTED AREAS ARE DISTURBED BY SUBSEQUENT CONSTRUCTION OPERATIONS OR ADVERSE WEATHER, CONTRACTOR SHALL SCARIFY, SURFACE, RESHAPE, AND COMPACT TO REQUIRED DENSITY PRIOR TO FURTHER CONSTRUCTION.

GROUNDWATER ELEVATION PER BORING	
BORING	GROUND WATER ELEVATION
B-1	
B-2	
B-3	
B-4	
B-5	
B-6	
B-7	
B-8	
B-9	
B-10	
PER GEOTECHNICAL REPORT COMPLETED BY BRAUN INTERTEC, INC. ON XX/XX/XX.	

CITY OF BROOKLYN PARK GRADING NOTES:

1. RESERVED FOR CITY SPECIFIC GRADING NOTES.

GENERAL UTILITY NOTES:

1. ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT "GOPHER STATE ONE CALL" (651-454-0002 OR 800-252-1166) FOR UTILITY LOCATIONS, 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.
2. SEE SITE PLAN FOR HORIZONTAL DIMENSIONS AND LAYOUT.
3. CONTRACTOR SHALL FIELD VERIFY LOCATION AND ELEVATION OF EXISTING UTILITIES AND TOPOGRAPHIC FEATURES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF DISCREPANCIES OR VARIATIONS FROM THE PLANS.
4. UTILITY INSTALLATION SHALL CONFORM TO THE CURRENT EDITION OF "STANDARD SPECIFICATIONS FOR WATER MAIN AND SERVICE LINE INSTALLATION" AND "SANITARY SEWER AND STORM SEWER INSTALLATION" AS PREPARED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA (CEAM), AND SHALL CONFORM WITH THE REQUIREMENTS OF THE CITY AND THE PROJECT SPECIFICATIONS.
5. CASTINGS SHALL BE SALVAGED FROM STRUCTURE REMOVALS AND RE-USED OR PLACED AT THE DIRECTION OF THE OWNER.
6. ALL WATER PIPE SHALL BE CLASS 52 DUCTILE IRON PIPE (DIP) AWWA C151, ASME B16.4, AWWA C110, AWWA C153 UNLESS OTHERWISE NOTED.
7. ALL SANITARY SEWER SHALL BE SDR 26 POLYVINYL CHLORIDE (PVC) ASTM D3034 & F679, OR SCH 40 ASTM D1785, 2665, ASTM F794, 1866) UNLESS OTHERWISE NOTED.
8. ALL STORM SEWER PIPE SHALL BE HDPE ASTM F714 OR F2306 WITH ASTM D3212 SPEC FITTINGS UNLESS OTHERWISE NOTED.
9. PIPE LENGTHS SHOWN ARE FROM CENTER TO CENTER OF STRUCTURE OR TO END OF FLARED END SECTION.
10. UTILITIES ON THE PLAN ARE SHOWN TO WITHIN 5' OF THE BUILDING FOOTPRINT. THE CONTRACTOR IS ULTIMATELY RESPONSIBLE FOR THE FINAL CONNECTION TO BUILDING LINES. COORDINATE WITH ARCHITECTURAL AND MECHANICAL PLANS.
11. CATCH BASINS AND MANHOLES IN PAVED AREAS SHALL BE SUMPED 0.04 FEET. ALL CATCH BASINS IN GUTTERS SHALL BE SUMPED 0.15 FEET PER DETAILS. RIM ELEVATIONS SHOWN ON THIS PLAN DO NOT REFLECT SUMPED ELEVATIONS.
12. ALL FIRE HYDRANTS SHALL BE LOCATED 5 FEET BEHIND BACK OF CURB UNLESS OTHERWISE NOTED.
13. HYDRANT TYPE, VALVE, AND CONNECTION SHALL BE IN ACCORDANCE WITH CITY REQUIREMENTS. HYDRANT EXTENSIONS ARE INCIDENTAL.
14. A MINIMUM OF 8 FEET OF COVER IS REQUIRED OVER ALL WATERMAIN, UNLESS OTHERWISE NOTED. EXTRA DEPTH MAY BE REQUIRED TO MAINTAIN A MINIMUM OF 18" VERTICAL SEPARATION TO SANITARY OR STORM SEWER LINES. EXTRA DEPTH WATERMAIN IS INCIDENTAL.
15. A MINIMUM OF 18 INCHES OF VERTICAL SEPARATION AND 10 FEET OF HORIZONTAL SEPARATION IS REQUIRED FOR ALL UTILITIES, UNLESS OTHERWISE NOTED.
16. ALL CONNECTIONS TO EXISTING UTILITIES SHALL BE IN ACCORDANCE WITH CITY STANDARDS AND COORDINATED WITH THE CITY PRIOR TO CONSTRUCTION.
17. CONNECTIONS TO EXISTING STRUCTURES SHALL BE CORE-DRILLED.
18. COORDINATE LOCATIONS AND SIZES OF SERVICE CONNECTIONS WITH THE MECHANICAL DRAWINGS.
19. COORDINATE INSTALLATION AND SCHEDULING OF THE INSTALLATION OF UTILITIES WITH ADJACENT CONTRACTORS AND CITY STAFF.
20. ALL STREET REPAIRS AND PATCHING SHALL BE PERFORMED PER THE REQUIREMENTS OF THE CITY. ALL PAVEMENT CONNECTIONS SHALL BE SAWCUT. ALL TRAFFIC CONTROLS SHALL BE PROVIDED BY THE CONTRACTOR AND SHALL BE ESTABLISHED PER THE REQUIREMENTS OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MMUTCD) AND THE CITY. THIS SHALL INCLUDE BUT NOT BE LIMITED TO SIGNAGE, BARRICADES, FLASHERS, AND FLAGGERS AS NEEDED. ALL PUBLIC STREETS SHALL BE OPEN TO TRAFFIC AT ALL TIMES. NO ROAD CLOSURES SHALL BE PERMITTED WITHOUT APPROVAL BY THE CITY.
21. ALL STRUCTURES, PUBLIC AND PRIVATE, SHALL BE ADJUSTED TO PROPOSED GRADES WHERE REQUIRED. THE REQUIREMENTS OF ALL OWNERS MUST BE COMPLIED WITH. STRUCTURES BEING RESET TO PAVED AREAS MUST MEET OWNERS REQUIREMENTS FOR TRAFFIC LOADING.
22. 2CONTRACTOR SHALL COORDINATE ALL WORK WITH PRIVATE UTILITY COMPANIES.
23. CONTRACTOR SHALL COORDINATE CONNECTION OF IRRIGATION SERVICE TO UTILITIES. COORDINATE THE INSTALLATION OF IRRIGATION SLEEVES NECESSARY AS TO NOT IMPACT INSTALLATION OF UTILITIES.
24. CONTRACTOR SHALL MAINTAIN AS-BUILT PLANS THROUGHOUT CONSTRUCTION AND SUBMIT THESE PLANS TO ENGINEER UPON COMPLETION OF WORK.
25. ALL JOINTS AND CONNECTIONS IN STORM SEWER SYSTEM SHALL BE GASTIGHT OR WATERTIGHT. APPROVED RESILIENT RUBBER JOINTS MUST BE USED TO MAKE WATERTIGHT CONNECTIONS TO MANHOLES, CATCHBASINS, OR OTHER STRUCTURES.
26. ALL PORTIONS OF THE STORM SEWER SYSTEM LOCATED WITHIN 10 FEET OF THE BUILDING OR WATER SERVICE LINE MUST BE TESTED IN ACCORDANCE WITH MN RULES, CHAPTER 4714, SECTION 1109.0.
27. FOR ALL SITES LOCATED IN CLAY SOIL AREAS, DRAIN TILE MUST BE INSTALLED AT ALL LOW POINT CATCH BASINS 25' IN EACH DIRECTION. SEE PLAN AND DETAIL. INSTALL LOW POINT DRAIN TILE PER PLANS AND GEOTECHNICAL REPORT RECOMMENDATIONS AND REQUIREMENTS.

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

PRELIMINARY: NOT FOR CONSTRUCTION

CivilSite GROUP
Civil Engineering · Surveying · Landscape Architecture
5000 Glenwood Avenue
Golden Valley, MN 55422
civilsitegroup.com 612-615-0060

PROJECT
PRAIRIE SEEDS ACADEMY ADDITION
6200 W BROADWAY, BROOKLYN PARK MN 55428

OWNER
PRAIRIE SEEDS ACADEMY
6200 W BROADWAY, BROOKLYN PARK MN 55428

ISSUE/SUBMITTAL SUMMARY

DATE	DESCRIPTION
08/28/24	CITY SUBMITTAL

PROJECT MANAGER	PATRICK SARVER, PLA
CONTACT NUMBER	612-615-0060 X XXX
DRAWN BY	RLS
REVIEWED BY	PJS
PROJECT NUMBER	24365

REVISION SUMMARY

DATE	DESCRIPTION

PROJECT NOTES

C0.1

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N Line of the S 611.20 Feet of the SE 1/4 of the SW 1/4 of Sec. 32, Twp. 119, Rng 21

E Line of the W 1/2 of the W 1/2 of the SE 1/4 of the SW 1/4 of Sec. 32, Twp. 119, Rng 21

N Line of the S 545.2 Feet of the SE 1/4 of the SW 1/4 of Sec. 32, Twp. 119, Rng 21

Line Parallel to the N Line of the SE 1/4 of the SW 1/4 of Sec. 32, Twp. 119, Rng 21

Lines Parallel to the S Line of the SE 1/4 of the SW 1/4 of Sec. 32, Twp. 119, Rng 21

E Line of the W 1/2 of the SW 1/4 of Sec. 32, Twp. 119, Rng 21

S Line of the SE 1/4 of the SW 1/4 of Sec. 32, Twp. 119, Rng 21

SW Corner of the SE 1/4 of the SW 1/4 of Sec. 32, Twp. 119, Rng 21

S 1/4 Corner of Sec. 32, Twp. 119, R (Computed Position)

Found 1/2 Inch Open Iron Pipe

Found 1 Inch Rod

Found 1/2 Inch Iron Pipe W/ Cap No. 42618

Point of Beginning

WEST BROADWAY (COUNTY ROAD NO. 2)

(C.S.A.H. NO. 8)

W. BROADWAY (C.S.A.H. NO. 8)

62ND AVENUE NORTH

PID: 3211921340018
Address: 6232 West Broadway

PID: 3211921340019
Address: 6228 West Broadway

PID: 3211921340020
Address: 6224 West Broadway

PID: 3211921340021
Address: 6216 West Broadway

PID: 3211921340046
Address: 6200 West Broadway

DEMOLITION & REMOVALS OF BUILDINGS AND ITEMS ON RECENTLY AQUIRED RESIDENTIAL PROPERTIES IS UNDER DIFFERENT PERMIT, CONTRACT, & DRAWINGS. COORDINATE ALL WORK WITH THAT PREVIOUS PERMIT. (COORD.) W/ OWNER

REMOVE EX BUILDING, STRUCTURES, FOUNDATIONS, FOOTINGS & BASE MATERIAL, PIPE, ECT. IN LOCATION SHOWN. DISCONNECT ALL SERVICES & RELOCATE WHERE NEEDED PER UTILITY COMPANY AND/OR L.G.U. STANDARDS

1 Story Stucco Sided House
Foundation Area = 962 +/- Sq. Ft.

EXISTING BUILDING
BUILDING AREA = 68,063 SQUARE FEET

ARTIFICIAL PLAYING SURFACE

Football Field

Bituminous Parking Lot

Keystone Retaining Wall

Chain Link Fence

Scoreboard

Shed

BLEACHERS

Gate

Wood Fence

Iron Fence

Playground Equipment

Overhead wires between power poles

Existing Building

Access

Concrete

Pavers

Hot Tub

Metal Shed

Garage

Barbara Jean Ln

Owner: WENDY ZEGAR

Owner: CARRIE PETERSON

Owner: MILTON WEERE

Owner: MICHAEL & DONNA PETERSON

Owner: JESSE & APARI SWEENEY

Owner: KEITH & ...

Owner: MICHAEL & CHERI EVANS

Owner: RYAN ZEGAR

Owner: NANCEE ANN GIBSON

REMOVE EXISTING PAVEMENT AND BASE MATERIAL, TYP. REMOVE ALL PARKING SIGNS, TYP.

REMOVE EXISTING PAVEMENT, CURB, AND BASE MATERIAL, TYP. REMOVE ALL PARKING SIGNS & INDICATORS, POSTS, BOLLARDS, AT THIS FENCES, INCL. ALL BASE AND FOOTING MATERIALS, COORD. W/ OWNER, TYP.

REMOVE EXISTING TURF & DRAINAGE SYSTEM, INCLUDING ALL BASE MATERIAL, TYP. REMOVE ALL FENCING, COORD. W/ OWNER.

Easement for Street, Drainage, Utility, Street Light, Traffic Signal Component, Trail, Sign and Snow Deposit Purposes per Doc. No. 3774463

Drainage and utility easement per Document No. 4712387

EROSION CONTROL NOTES:
SEE SWPPP ON SHEETS SW1.0 - SW1.3

OWNER INFORMATION
PRAIRIE SEEDS ACADEMY
6200 W BROADWAY
BROOKLYN PARK, MN
CRYSTAL VANG ASSOC. DIRECTOR
763-450-1388
CRYSTAL.VANG@PSMK12.ORG

REMOVALS PLAN LEGEND:

- REMOVAL OF PAVEMENT AND ALL BASE MATERIAL, INCLUDING BIT., CONC., AND GRAVEL PVMTS.
- REMOVAL OF STRUCTURE INCLUDING ALL FOOTINGS AND FOUNDATIONS.
- REMOVAL OF TREES AND VEGETATION INCLUDING STUMPS AND ROOT SYSTEMS
- CONSTRUCTION LIMITS
- PROPERTY LINE
- REMOVE CURB AND GUTTER. IF IN RIGHT-OF-WAY, COORDINATE WITH LOCAL GOVERNING UNIT.
- TREE PROTECTION
- TREE REMOVAL - INCLUDING ROOTS AND STUMPS

SEE SHEET C0.1 FOR GENERAL AND CITY OF BROOKLYN PARK REMOVAL NOTES

Know what's below. Call before you dig.

1" = 30'-0"
15'-0" 0 30'-0"

CivilSite GROUP
Civil Engineering · Surveying · Landscape Architecture
5000 Glenwood Avenue
Golden Valley, MN 55422
civilsitegroup.com 612-615-0060

PROJECT
PRAIRIE SEEDS ACADEMY ADDITION
6200 W BROADWAY, BROOKLYN PARK MN 55428

OWNER
PRAIRIE SEEDS ACADEMY
6200 W BROADWAY, BROOKLYN PARK MN 55428

ISSUE/SUBMITTAL SUMMARY

DATE	DESCRIPTION

PROJECT MANAGER	PATRICK SARVER, PLA
CONTACT NUMBER	612-615-0060 X XXX
DRAWN BY	RLS
REVIEWED BY	PJS
PROJECT NUMBER	24360

REVISION SUMMARY

DATE	DESCRIPTION

REMOVALS PLAN

C1.0

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NO	TYPE	SIZE	SPECIES	REMOVE	NOTES
95698	TRD	6	DEAD	X	
95699	TRD	5	DEAD	X	
95700	TRD	8	TREE	X	
95701	TRD	5	OAK	X	
95702	TRD	5	OAK	X	
95703	TRD	5	OAK	X	
95704	TRD	4	OAK	X	
95705	TRC	7	TREE	X	

TREES (REMOVED ONLY LISTED)	AMT	CAL IN.	
CONIFERS		1	7
DECIDUOUS		5	27
	TOTAL	6	34

ALL "DEAD" PLANT MATERIALS REMOVED FROM CALCULATION

PRELIMINARY: NOT FOR CONSTRUCTION

DEMOLITION & REMOVALS OF BUILDINGS AND ITEMS ON RECENTLY AQUIRED RESIDENTIAL PROPERTIES IS UNDER DIFFERENT PERMIT, CONTRACT, & DRAWINGS. COORDINATE ALL WORK WITH THAT PREVIOUS PERMIT, COORD. W/ OWNER

REMOVALS PLAN LEGEND:

- REMOVAL OF PAVEMENT AND ALL BASE MATERIAL, INCLUDING BIT., CONC., AND GRAVEL PVMTS.
- REMOVAL OF STRUCTURE INCLUDING ALL FOOTINGS AND FOUNDATIONS.
- REMOVAL OF TREES AND VEGETATION INCLUDING STUMPS AND ROOT SYSTEMS
- CONSTRUCTION LIMITS
- PROPERTY LINE
- REMOVE CURB AND GUTTER. IF IN RIGHT-OF-WAY, COORDINATE WITH LOCAL GOVERNING UNIT.
- TREE PROTECTION
- TREE REMOVAL - INCLUDING ROOTS AND STUMPS

EROSION CONTROL NOTES:

SEE SWPPP ON SHEETS SW1.0 - SW1.3

OWNER INFORMATION

PRAIRIE SEEDS ACADEMY
6200 W BROADWAY
BROOKLYN PARK, MN
CRYSTAL VANG, ASSOC. DIRECTOR
763-450-1388
CRYSTAL.VANG@PSAK12.ORG

SEE SHEET C0.1 FOR GENERAL AND CITY OF BROOKLYN PARK REMOVAL NOTES

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4" = 20'-0"
10'-0" 0 20'-0"

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5000 Glenwood Avenue
Golden Valley, MN 55422
civilsitegroup.com 612-615-0060

PROJECT: PRAIRIE SEEDS ACADEMY ADDITION
6200 W BROADWAY, BROOKLYN PARK MN 55428

OWNER: PRAIRIE SEEDS ACADEMY
6200 W BROADWAY, BROOKLYN PARK MN 55428

ISSUE/SUBMITTAL SUMMARY

DATE	DESCRIPTION
08/26/24	CITY SUBMITTAL

PROJECT MANAGER	PATRICK SARVER, PLA
CONTACT NUMBER	612-615-0060 X XXX
DRAWN BY	RLB
REVIEWED BY	PJS
PROJECT NUMBER	24.065

REVISION SUMMARY

DATE	DESCRIPTION

REMOVALS PLAN

C1.0

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PRELIMINARY: NOT FOR CONSTRUCTION

This proposed access onto County State Aid Highway 8 (W. Broadway). County Must approve

26' driveway opening with 20' radii may be tight. Can a right turning inbound bus make this movement if a vehicle is waiting to exit?

right of way or permanent easement dedication for the future upgrade of CSAH 8 is necessary. 17' desirable to match to south

City (and likely County) will want to see a cursory traffic impact study documenting expected inbound and outbound traffic demands by travel mode, internal circulation and Level of service at major access drives and CSAH 8 / 62nd Ave

Radii shall meet the following minimums for emergency vehicle access

Aerial = Inside Radius 28 feet Outside radius 45 feet

82 STD. PARKING SPACES
4 ADA PARKING SPACES
86 TOTAL PARKING SPACES
44 ADD'L SPACES IN BUS DROP-OFF FOR LARGE EVENT PARKING

10 - 14'X40' (NOM.) BUS SPACES

PLAYGROUND & SYNTHETIC SURFACING, FINAL LAYOUT T.B.D., TYP.

SYNTH. TURF PLAY AREA APPROX. 8800 SF

PLAYGROUND AREA APROX. 5900 SF

Gates require Fire Marshal approval

Easement for Street, Drainage, Utility, Street Light, Traffic Signal Component, Trail, Sign and Snow Deposit Purposes per, Doc. No. 3774463

Drainage and utility easement per Document No. 4712387

62ND AVENUE NORTH
(A Public R/W)

W BROADWAY (C.S.A.H. NO. 8)

WEST BROADWAY (COUNTY ROAD NO. 2) (A Public R/W)

R.L.S. LINCOLN MANOR

ADDITION BLOCK 2 LOT 1 BLOCK 2

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civilsitegroup.com
612-615-0060

PROJECT
PRAIRIE SEEDS ACADEMY ADDITION
6200 W BROADWAY, BROOKLYN PARK MN 55428

OWNER
PRAIRIE SEEDS ACADEMY
6200 W BROADWAY, BROOKLYN PARK MN 55428

ISSUE/SUBMITTAL SUMMARY

DATE	DESCRIPTION

PROJECT MANAGER	PATRICK SARVER, PLA
CONTACT NUMBER	612-615-0060 X XXX
DRAWN BY	RLB
REVIEWED BY	PJS
PROJECT NUMBER	24363

REVISION SUMMARY

DATE	DESCRIPTION

SITE PLAN

C2.0

PRELIMINARY: NOT FOR CONSTRUCTION

PID: 3211921340017
Address: 6240 West Broadway
Owner: TOU F VU

Existing House

Address: 6249 Maryland Ave N
Owner: Bryan E Lee

LOT 10
PID: 3211921340028
Address: 6241 Maryland Ave N
Owner: M Swedean & D Peterson

LOT 11
PID: 3211921340029
Address: 6233 Maryland Ave N
Owner: Philip Thomas Hathaway

LOT 12
PID: 3211921340030
Address: 6225 Maryland Ave N
Owner: Keith Abram

LOT 13
PID: 3211921340031
Address: 6217 Maryland Ave N
Owner: Cheryl A Evans/Ben A Park

LOT 14
PID: 3211921340032
Address: 6209 Maryland Ave N
Owner: Ryan M Zappa Et Al Subj/L

LOT 15
PID: 3211921340033
Address: 6201 Maryland Ave N
Owner: Marsha Marie Webb

WEST BROADWAY
(COUNTY ROAD NO. 2)
(A Public R/W)

62ND AVENUE NORTH
(A Public R/W)

Bituminous Driveway
Wood Fence
Shed
Edge of Woods
Chain Link Fence
EXCEPTION
8" VCP (Per Rec.)
83
66
79

CONSTRUCTION LIMITS
PRIVACY FENCE & GATES, SEE DETAILS
CONC. PAD - TRASH, SEE DETAILS
SEG. RET. WALL, SEE GRADING PLAN, TYP.
ATHLETIC FIELD ACCESS/EMERGENCY DRIVEWAY W/ GATE
HVY. DUTY BIT. PVMT., TYP.
6' SECURITY FENCING & GATES, TYP.
BIT. PMVT., SEE NOTES FOR TYPE
B612 C&G, TYP.
STD. LOT STRIPING, TYP.
74 STD. PARKING SPACES
4 ADA PARKING SPACES
78 TOTAL PARKING SPACES
40 ADD'L SPACES IN BUS DROP-OFF FOR LARGE EVENT PARKING
"EVENT PARKING" PVMT. MARKINGS (STD. PARKING SPACE), TYP.
"ISLAND" PVMT. MARKING, TYP.
15 VAN PARKING
13 BUS PARKING
10 - 14'X40' (NOM.) BUS SPACES
PLAYGROUND AREA APPROX. 5900 SF
PLAYGROUND & SYNTHETIC SURFACING, FINAL LAYOUT T.B.D., TYP.
SYNTH. TURF PLAY AREA APPROX. 8800 SF
Bituminous Parking Lot
PRAIRIE SEEDS
CONC. WALK, TYP.
MATCH CONC. STOOP, TYP.
Existing Building
LINCOLN
SCHOOL
BLOCK 2
GROVE
ADDITION
Concrete
REGRADE EXISTING BASIN BOTTOM=870.00 PROVIDE 2,642 SF MINIMUM BOTTOM WIDTH 3:1 MAX. SIDE SLOPES SCARIFY BOTTOM OF BASIN FOR DECOMPACTION
REGRADE EXISTING BASIN BOTTOM=869.80 PROVIDE 1,695 SF MINIMUM BOTTOM AREA 3:1 MAX. SIDE SLOPES SCARIFY BOTTOM OF BASIN FOR DECOMPACTION
CONC. WALK, TYP.
THICKENED EDGE CONC. WALK
MATCH. EXIST. , TYP.
12" Storm
Access
N89°31'22"W 818.62
N89°31'22"W 491.17

Know what's below. Call before you dig.

1" = 30'-0"
15'-0" 0 30'-0"

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5000 Glenwood Avenue
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civilsitegroup.com 612-615-0060

PROJECT
PRAIRIE SEEDS ACADEMY ADDITION
6200 W BROADWAY, BROOKLYN PARK MN 55428

OWNER
PRAIRIE SEEDS ACADEMY
6200 W BROADWAY, BROOKLYN PARK MN 55428

ISSUE/SUBMITTAL SUMMARY

DATE	DESCRIPTION
08/28/24	CITY SUBMITTAL

PROJECT MANAGER	PATRICK SARVER, PLA
CONTACT NUMBER	612-615-0060 X XXX
DRAWN BY	BLS
REVIEWED BY	PJS
PROJECT NUMBER	24060

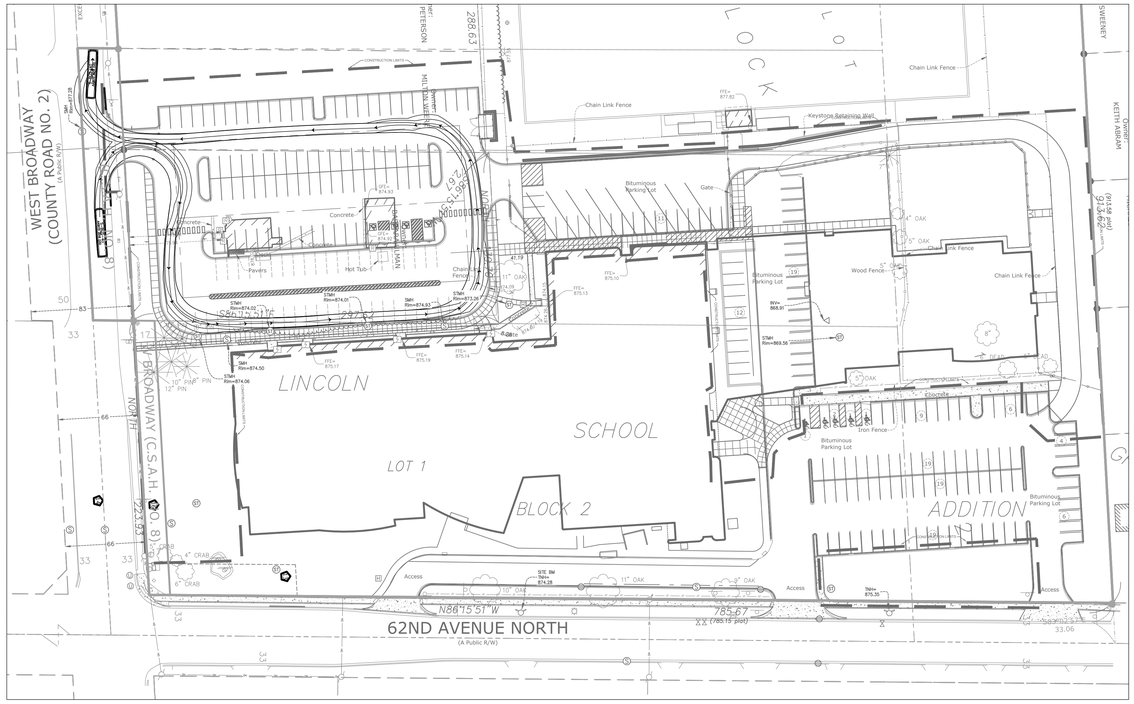
REVISION SUMMARY

DATE	DESCRIPTION

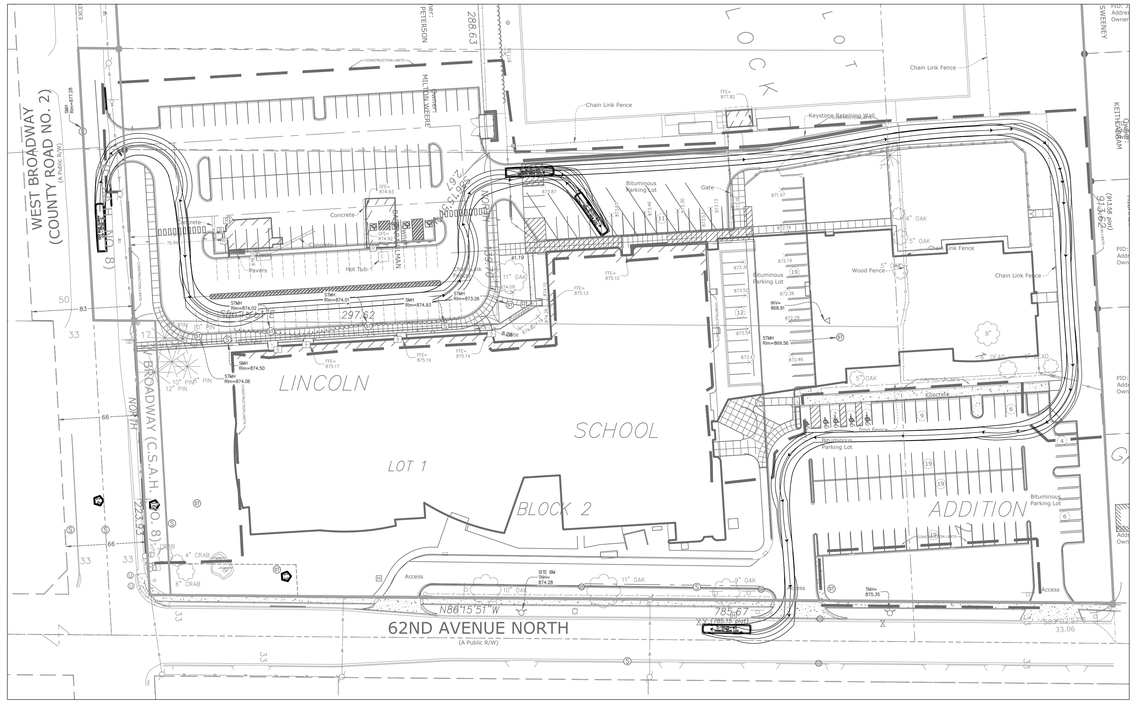
SITE PLAN

C2.0

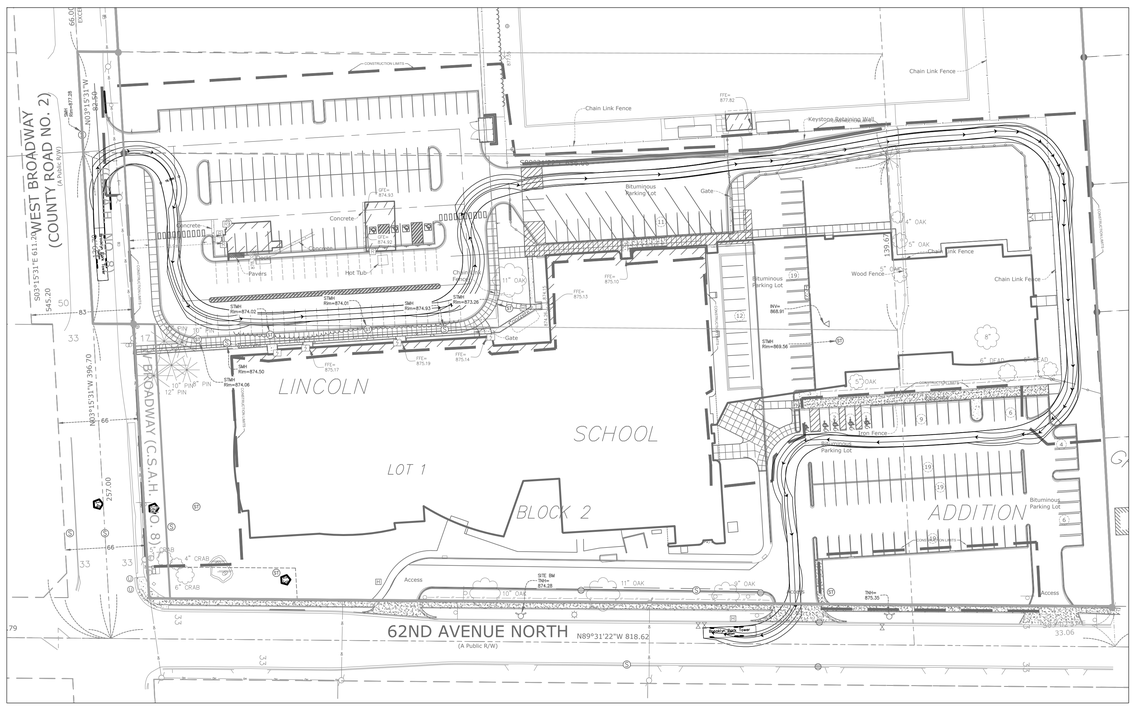
© COPYRIGHT 2023 CIVIL SITE GROUP INC.



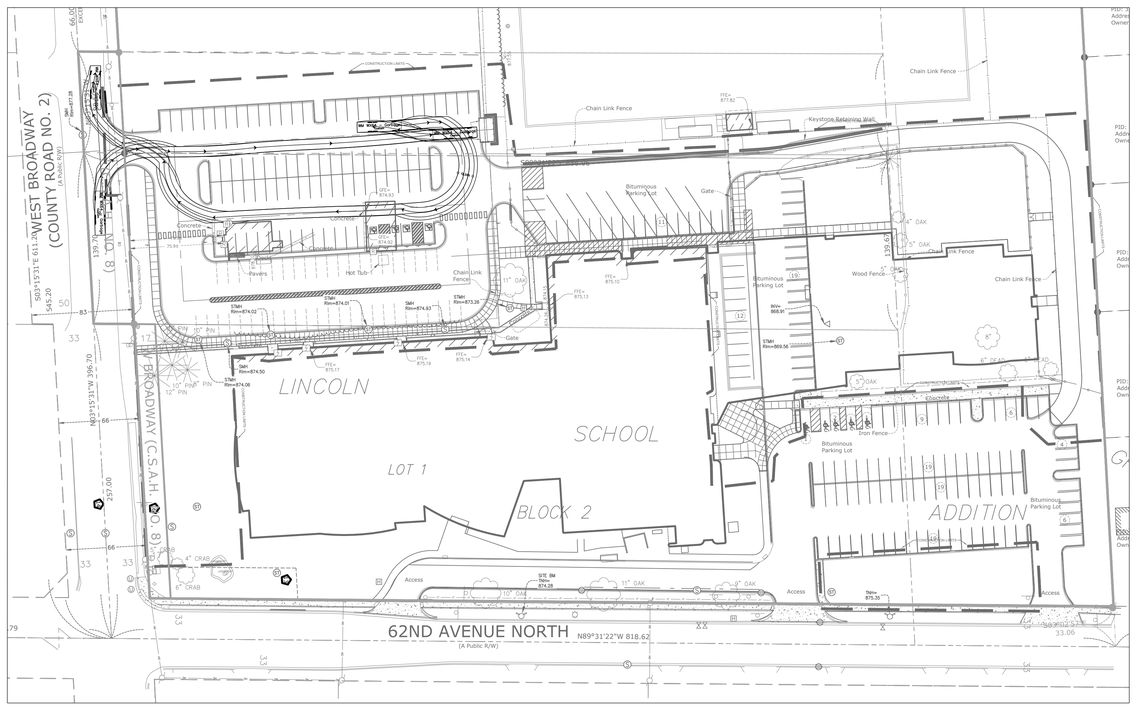
1 BUS MOVEMENT
ENTER & EXIST AT BROADWAY
1" = 50'-0"
25'-0" 0 50'-0"
N



2 BUS MOVEMENT
ENTER BROADWAY, EXIST 62ND
1" = 50'-0"
25'-0" 0 50'-0"
N



3 EMERGENCY (FIRE) TRUCK
ENTER BROADWAY, EXIT 62ND
1" = 50'-0"
25'-0" 0 50'-0"
N



4 TRASH PICK-UP
ENTER & EXIT AT BROADWAY
1" = 50'-0"
25'-0" 0 50'-0"
N

Know what's below.
Call before you dig.

PRELIMINARY: NOT FOR CONSTRUCTION

CivilSite GROUP
Civil Engineering · Surveying · Landscape Architecture
5000 Glenwood Avenue
Golden Valley, MN 55422
civilsitegroup.com 612-615-0060

PROJECT
PRAIRIE SEEDS ACADEMY ADDITION
6200 W BROADWAY, BROOKLYN PARK MN 55428

OWNER
PRAIRIE SEEDS ACADEMY
6200 W BROADWAY, BROOKLYN PARK MN 55428

ISSUE/SUBMITTAL SUMMARY

DATE	DESCRIPTION

PROJECT MANAGER	PATRICK SARVER, PLA
CONTACT NUMBER	612-615-0060 X XXX
DRAWN BY	RLB
REVIEWED BY	PJS
PROJECT NUMBER	24360

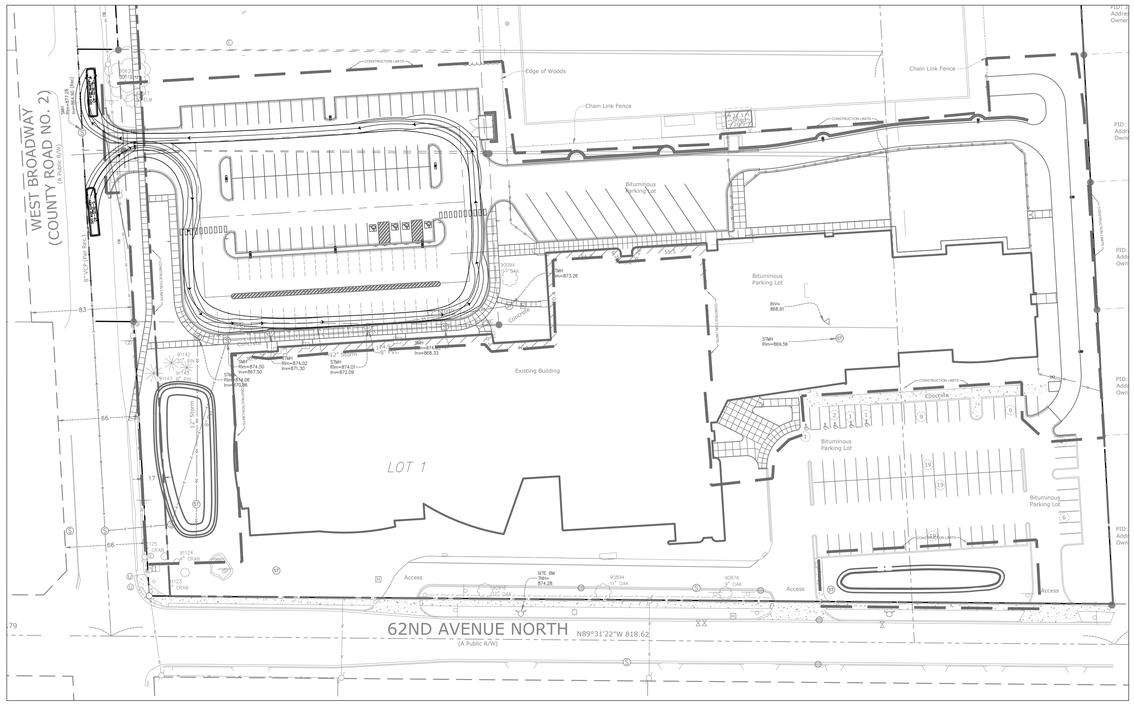
REVISION SUMMARY

DATE	DESCRIPTION

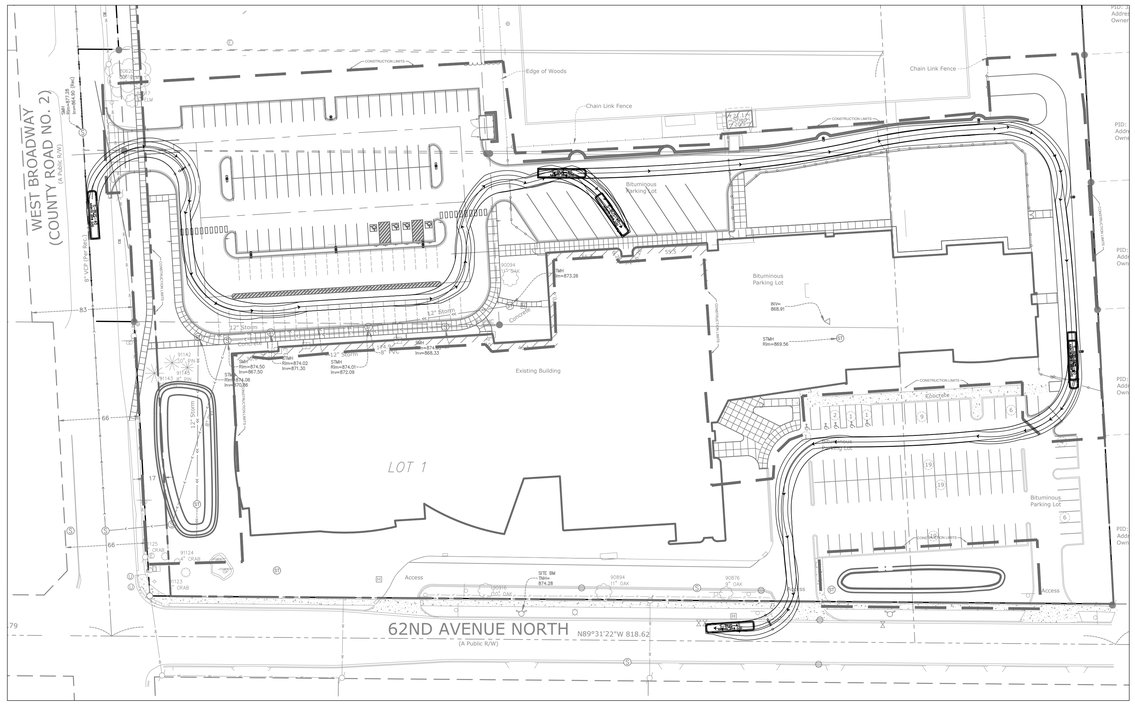
VEHICULAR TURNING MOVEMENT DIAGRAMS

C2.1

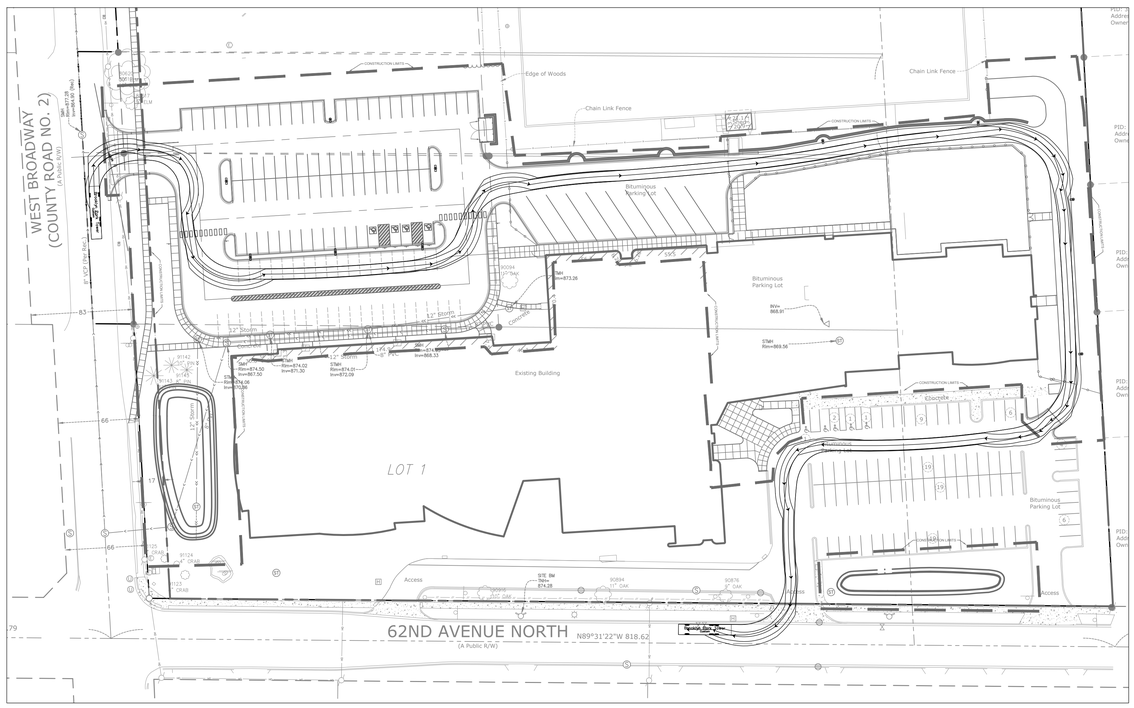
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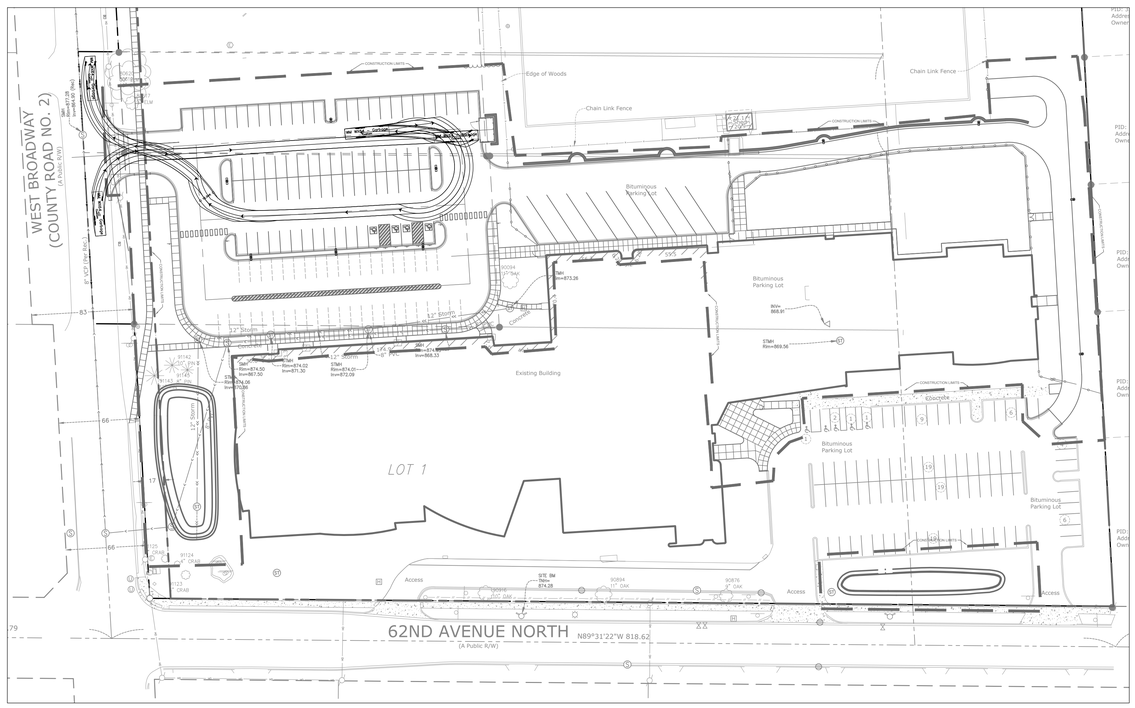
1 BUS MOVEMENT
ENTER & EXIT AT BROADWAY
1" = 50'-0"
25'-0" 0 50'-0"
N



2 BUS MOVEMENT
ENTER BROADWAY, EXIST 62ND
1" = 50'-0"
25'-0" 0 50'-0"
N



3 EMERGENCY (FIRE) TRUCK
ENTER BROADWAY, EXIT 62ND
1" = 50'-0"
25'-0" 0 50'-0"
N



4 TRASH PICK-UP
ENTER & EXIT AT BROADWAY
1" = 50'-0"
25'-0" 0 50'-0"
N

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Golden Valley, MN 55422
civilsitegroup.com 612-615-0060

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6200 W BROADWAY, BROOKLYN PARK MN 55428

OWNER
PRAIRIE SEEDS ACADEMY
6200 W BROADWAY, BROOKLYN PARK MN 55428

ISSUE/SUBMITTAL SUMMARY

DATE	DESCRIPTION
08/26/24	CITY SUBMITTAL

PROJECT MANAGER	PATRICK SARVER, PLA
CONTACT NUMBER	612-615-0060 X XXX
DRAWN BY	RLB
REVIEWED BY	PJS
PROJECT NUMBER	24365

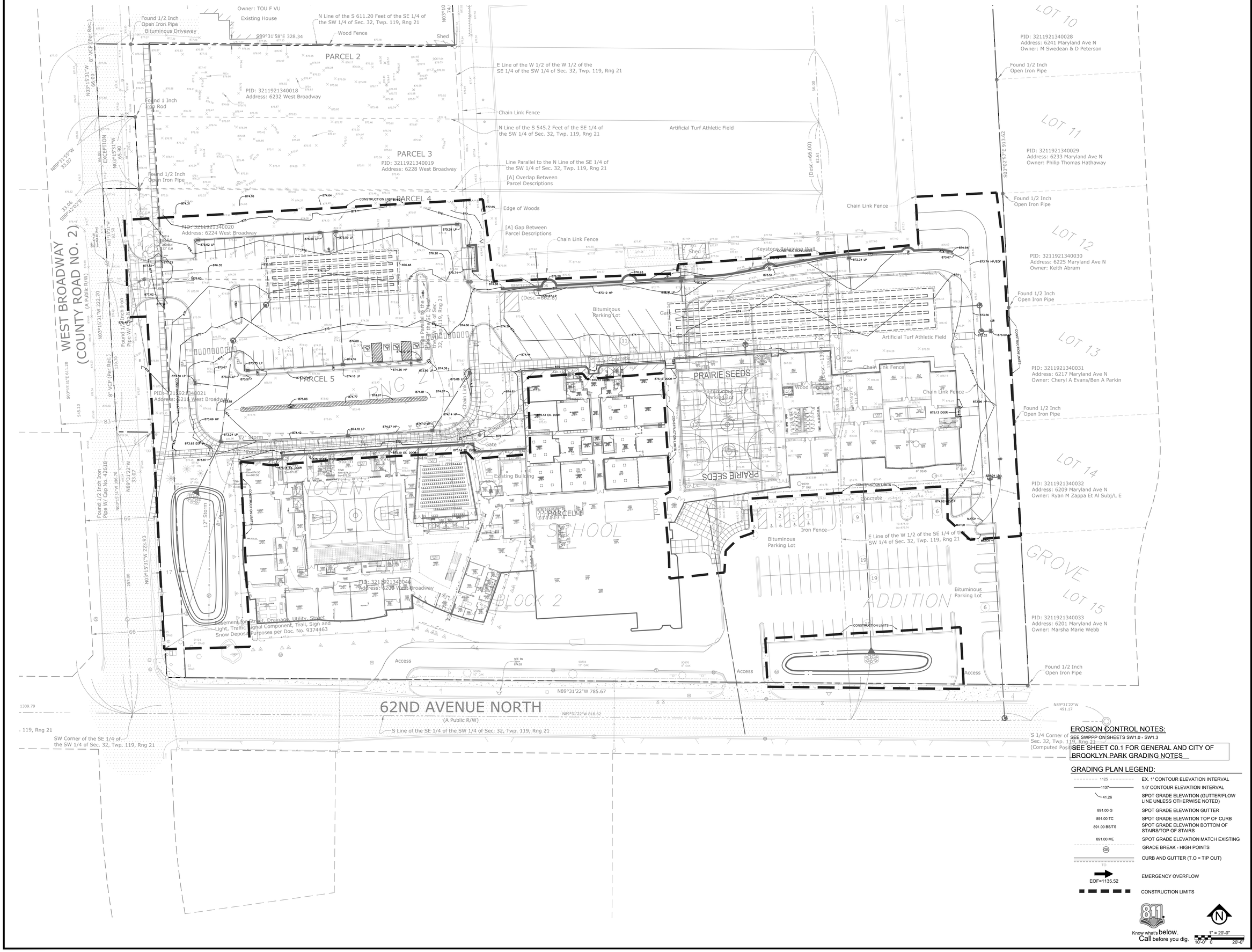
REVISION SUMMARY

DATE	DESCRIPTION

VEHICULAR TURNING MOVEMENT DIAGRAMS

C2.1

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PARCEL 2
PID: 3211921340018
Address: 6232 West Broadway
PARCEL 3
PID: 3211921340019
Address: 6228 West Broadway
PARCEL 4
PID: 3211921340020
Address: 6224 West Broadway
PARCEL 5
PID: 3211921340021
Address: 6216 West Broadway
PARCEL 1
PID: 3211921340044
Address: 6200 West Broadway
WEST BROADWAY
(COUNTY ROAD NO. 2)
(A Public R/W)
62ND AVENUE NORTH
(A Public R/W)
LOT 10
PID: 3211921340028
Address: 6241 Maryland Ave N
Owner: M Swedean & D Peterson
LOT 11
PID: 3211921340029
Address: 6233 Maryland Ave N
Owner: Philip Thomas Hathaway
LOT 12
PID: 3211921340030
Address: 6225 Maryland Ave N
Owner: Keith Abram
LOT 13
PID: 3211921340031
Address: 6217 Maryland Ave N
Owner: Cheryl A Evans/Ben A Parkin
LOT 14
PID: 3211921340032
Address: 6209 Maryland Ave N
Owner: Ryan M Zappa Et Al Subj/L E
LOT 15
PID: 3211921340033
Address: 6201 Maryland Ave N
Owner: Marsha Marie Webb
GROVE ADDITION
SCHOOL
BLOCK 2
PRAIRIE SEEDS
Existing Building
Bituminous Parking Lot
Artificial Turf Athletic Field
Keystone Retaining Wall
Chain Link Fence
Iron Fence
Concrete
Gate
Shed
Wood Fence
Found 1/2 Inch Open Iron Pipe
Found 1 Inch Iron Rod
Found 1/2 Inch Iron Pipe W/ Cap No. 42618
Owner: TOU F VU
Existing House
Bituminous Driveway
N Line of the S 611.20 Feet of the SE 1/4 of the SW 1/4 of Sec. 32, Twp. 119, Rng 21
E Line of the W 1/2 of the W 1/2 of the SE 1/4 of the SW 1/4 of Sec. 32, Twp. 119, Rng 21
N Line of the S 545.2 Feet of the SE 1/4 of the SW 1/4 of Sec. 32, Twp. 119, Rng 21
Line Parallel to the N Line of the SE 1/4 of the SW 1/4 of Sec. 32, Twp. 119, Rng 21
[A] Overlap Between Parcel Descriptions
[A] Gap Between Parcel Descriptions
Edge of Woods
Lines Parallel to the South Line of the SW 1/4 of Sec. 32, Twp. 119, Rng 21
Easement for Street, Drainage, Utility, Street Light, Traffic Signal Component, Trail, Sign and Snow Deposit Purposes per Doc. No. 9374463
CONSTRUCTION LIMITS
Access
SW Corner of the SE 1/4 of the SW 1/4 of Sec. 32, Twp. 119, Rng 21
S Line of the SE 1/4 of the SW 1/4 of Sec. 32, Twp. 119, Rng 21
S 1/4 Corner of Sec. 32, Twp. 119, Rng 21 (Computed Position)
N89°31'22"W 785.67
N89°31'22"W 818.62
N89°31'22"W 491.17
S03°15'31"E 611.20
N03°15'31"W 222.20
S89°42'02"E 33.06
N89°31'55"W 33.07
N03°15'31"W 66.00
N03°15'31"W 82.50
N03°15'31"W 139.70
N89°31'22"W 330.70
N03°15'31"W 396.79
N03°15'31"W 223.93
S03°02'57"E 913.62
S03°02'27"E 1322.08
S89°31'58"E 328.34
N03°10'24"E
545.20
257.00
1309.79
66.00
(Desc.=66.00)
62.61
(Desc.=1319.79')
(Desc.=1320')
(Desc.=1320.00')
(Desc.=1320.00')
(Desc.=1320.00



SEE SHEET C0.1 FOR GENERAL AND CITY OF BROOKLYN PARK UTILITY NOTES

UTILITY PLAN LEGEND:

- CATCH BASIN
- MANHOLE
- GATE VALVE AND VALVE BOX
- PROPOSED FIRE HYDRANT
- DRAINTILE
- WATER MAIN
- SANITARY SEWER
- STORM SEWER
- FES AND RIP RAP
- TRENCH DRAIN
- CONSTRUCTION LIMITS

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1" = 30'-0"
15'-0" 0 30'-0"

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5000 Glenwood Avenue
Golden Valley, MN 55422
civilsitegroup.com 612-615-0060

PROJECT
PRAIRIE SEEDS ACADEMY ADDITION
6200 W BROADWAY, BROOKLYN PARK MN 55428

OWNER
PRAIRIE SEEDS ACADEMY
6200 W BROADWAY, BROOKLYN PARK MN 55428

ISSUE/SUBMITTAL SUMMARY

DATE	DESCRIPTION

PROJECT MANAGER	PATRICK SAWYER, PLA
CONTACT NUMBER	612-615-0060 X XXX
DRAWN BY	RLB
REVIEWED BY	PJS
PROJECT NUMBER	24380

REVISION SUMMARY

DATE	DESCRIPTION

UTILITY PLAN

C4.0

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PRELIMINARY: NOT FOR CONSTRUCTION

PID: 3211921340017
Address: 6240 West Broadway
Owner: TOU F VU

Existing House

Found 1/2 Inch Open Iron Pipe
Bituminous Driveway

S89°31'58"E 328.34

N Line of the S 611.20 Feet of the SE 1/4 of the SW 1/4 of Sec. 32, Twp. 119, Rng 21

Wood Fence

Shed

N03°10'29"W 74.07

Edge of Woods

8" MULBERRY

PARCEL 2

E Line of the W 1/2 of the W 1/2 of the SE 1/4 of the SW 1/4 of Sec. 32, Twp. 119, Rng 21

Chain Link Fence

N Line of the S 545.2 Feet of the SE 1/4 of the SW 1/4 of Sec. 32, Twp. 119, Rng 21

Artificial Turf Athletic Field

60" PERFORATED GOLDPRO HDPE INFILTRATION SYSTEM
FOOTPRINT=244.12'X39.42' (INCL.12" SIDE & END STONE)
STONE BASE=866.20
CMP IE=866.70
CMP TOP=871.70
STONE COVER TOP=872.20
100-YR HWL=872.01
MIN. REQUIRED INLET ELEVATION (PER MNDOLI)=868.35

48" PERFORATED GOLDPRO HDPE INFILTRATION BASIN
FOOTPRINT=122'X39.29' (INCL. 12" SIDE & END STONE)
STONE BASE IE=868.75
CMP IE=869.25
CMP TOP=873.25
STONE COVER TOP=873.75
100-YR HWL=873.15
MIN. REQUIRED INLET ELEVATION (PER MNDOLI)=870.19

Line Parallel to the N Line of the SE 1/4 of the SW 1/4 of Sec. 32, Twp. 119, Rng 21

[A] Overlap Between Parcel Descriptions

Found 1 Inch Iron Rod

N89°31'53"W 33.07

N03°15'31"W 65.90

EXCEPTION 66.00

Found 1/2 Inch Open Iron Pipe

S89°42'02"E 33.06

SUMPED PRETREATMENT STRUCTURE

126 LF TOTAL STORM (SIZE & SLOPE T.B.D.)

CONSTRUCTION LIMITS

PARCEL 4

111 LF STORM (SIZE & SLOPE T.B.D.)

RECONNECT TURF DRAINTILE SYSTEM TO STORM PIPING, FIELD VERIFY EXISTING CONNECTIONS PRIOR TO CONSTRUCTION, TYP.

Edge of Woods

[A] Gap Between Parcel Descriptions

Chain Link Fence

INLET IE=870.20

OUTLET CONTROL STRUCTURE IE (6/12")=872.00

6" OUTLET IE=872.00

INLET IE=870.20

111 LF STORM (SIZE & SLOPE T.B.D.)

SUMPED PRETREATMENT STRUCTURE

137 TOTAL LF 12" RCP SLOPE T.B.D.

87 LF STORM (SIZE & SLOPE T.B.D.)

INVERTS OF ALL STRUCTURES T.B.D.

308 TOTAL LF STORM (SIZE & SLOPE T.B.D.)

12" Storm

PARCEL 5

Found 1/2 Inch Iron Pipe W/ Cap No. 42618

8" VCP (Per Rec.)

N03°15'31"W 660.00

N03°15'31"W 223.20

S03°15'31"E 611.20

545.20

N89°31'22"W 33.07

N03°15'31"W 299.79

N03°15'53"W 223.93

257.00

Easement for Street, Drainage, Utility, Street Light, Traffic Signal Component, Trail, Sign and Snow Deposit Purposes per Doc. No. 9374463

WEST BROADWAY
(COUNTY ROAD NO. 2)
(A Public R/W)

Found 1/2 Inch Iron Pipe W/ Cap No. 19570

Found 1/2 Inch Open Iron Pipe

N03°15'31"W 82.50

Shed

Keystone Park Middle School

CONSTRUCTION LIMITS

SUMPED PRETREATMENT STRUCTURE

INLET IE=868.50

INLET IE=868.50

(Desc.=662.8)

151 TOTAL LF STORM (SIZE & SLOPE T.B.D.)

Gate

Artificial Turf Athletic Field

30" OUTLET IE=866.70

Chain Link Fence

PRAIRIE SEEDS

Bituminous Parking Lot

Wood Fence

(Desc.=139.62)

Chain Link Fence

WATER SERVICE TO BUILDING ADDITION TO BE PLUMBED FROM EXISTING SERVICE. COORD. W/ PLUMBING PLANS

RIMS AND INVERTS OF ALL STRUCTURES T.B.D.

Existing Building

PRAIRIE SEEDS

CONSTRUCTION LIMITS

Concrete

Iron Fence

Bituminous Parking Lot

E Line of the W 1/2 of the SE 1/4 of the SW 1/4 of Sec. 32, Twp. 119, Rng 21

177 LF STORM SIZE & SLOPE T.B.D. DIRECITONAL BORE

219 LF 18" STORM SLOPE T.B.D. DIRECTIONAL BORE

Bituminous Parking Lot

ADDITION

CONSTRUCTION LIMITS

FES & RIP RAP
MIN. REQ'D INLET ELEVATION (PER MNDOLI)=870.39
IE=870.89

INSTALL MH OVER EX. 18" STORM MAIN IN STREET
IE=868.11
FIELD VERIFY EXISTING GRADE & INVERT ELEV. PRIOR TO CONSTRUCTION

Found 1/2 Inch Open Iron Pipe

200 LF 36" PERF. GOLDPRO HDPE IE=866.70
0.00% SLOPE

SUMPED PRETREATMENT STRUCTURE

Found 1/2 Inch Open Iron Pipe

Found 1/2 Inch Open Iron Pipe

Found 1/2 Inch Open Iron Pipe

LOT 10

PID: 3211921340028
Address: 6241 Maryland Ave N
Owner: M Swedean & D Peterson

LOT 11

PID: 3211921340029
Address: 6233 Maryland Ave N
Owner: Philip Thomas Hathaway

LOT 12

PID: 3211921340030
Address: 6225 Maryland Ave N
Owner: Keith Abram

LOT 13

PID: 3211921340031
Address: 6217 Maryland Ave N
Owner: Cheryl A Evans/Ben A Parkin

LOT 14

PID: 3211921340032
Address: 6209 Maryland Ave N
Owner: Ryan M Zappa Et Al Subj/L E
OUTLET CONTROL STRUCTURE
IE (N/E)=866.70
IE(S)=868.25

LOT 15

PID: 3211921340033
Address: 6201 Maryland Ave N
Owner: Marsha Marie Webb

S03°02'57"E 913.62

(Desc.=66.00)

62.61

66.00

82.50

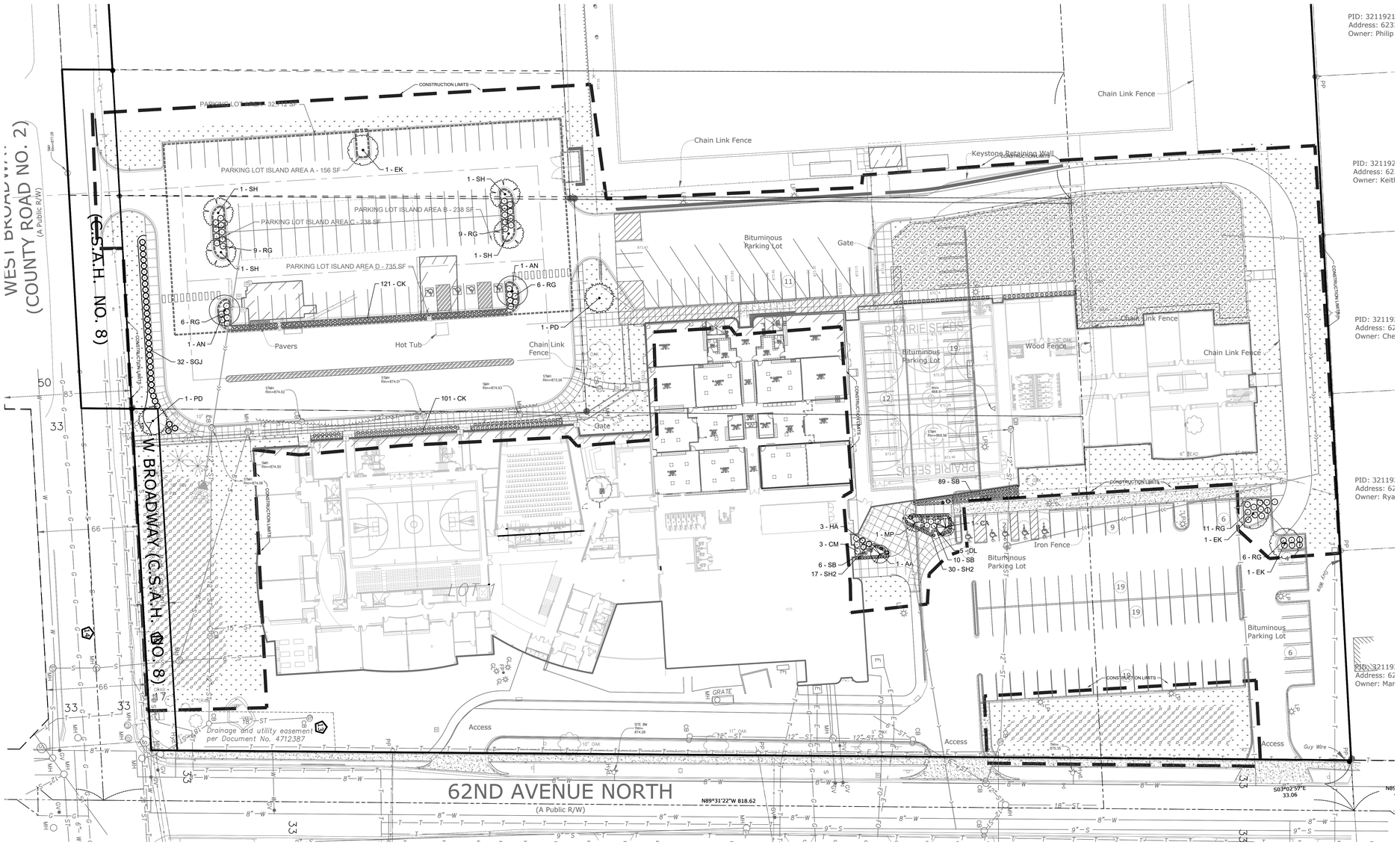
SUMPED PRETREATMENT STRUCTURE

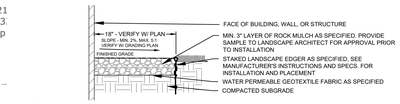
SUMPED PRETREATMENT STRUCTURE

Found 1/2 Inch Open Iron Pipe

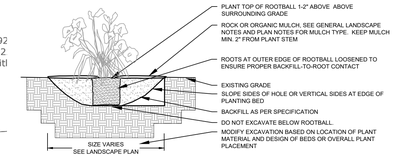
Found 1/2 Inch Open Iron Pipe

Found 1/2 Inch Open Iron Pipe

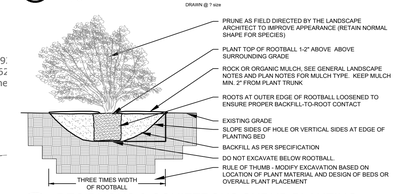




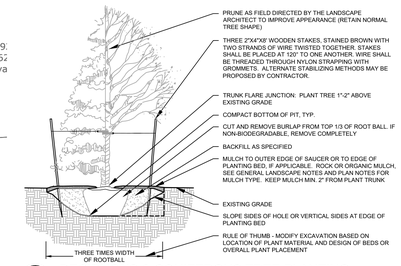
1 AGGREGATE MAINTENANCE STRIP
NTS



2 PERENNIAL BED PLANTING
NTS



3 DECIDUOUS & CONIFEROUS SHRUB PLANTING
NTS



4 DECIDUOUS & CONIFEROUS TREE PLANTING
NTS

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OWNER
PRAIRIE SEEDS ACADEMY
6200 W BROADWAY, BROOKLYN PARK MN 55428

PLANT SCHEDULE

CODE	COMMON / BOTANICAL NAME	QTY	CONT	NATIVE PLANTS	POLLINATOR FRIENDLY
TREES					
AN	Northwood Red Maple / Acer rubrum `Northwood`	2	2.5" Cal. B&B	NATIVE CULTIVAR	Y
SH	Skyline Thornless Honey Locust / Gleditsia triacanthos inermis `Skycole` TM	4	2.5" Cal. B&B	NATIVE CULTIVAR	N
EK	Espresso Kentucky Coffeetree / Gymnocladus dioica `Espresso`	3	2.5" Cal. B&B	NATIVE CULTIVAR	N
	SUBTOTAL:	9			
EVERGREEN TREES					
PD	Black Hills Spruce / Picea glauca `Densata`	2	6` B&B	NATIVE CULTIVAR	
	SUBTOTAL:	2			
ORNAMENTAL TREES					
AA	Artic Jade Korean Maple / Acer pseudosieboldianum `IslAJ` TM	1	#15 CONT	NOT NATIVE	Y
CA	Pagoda Dogwood / Cornus alternifolia	1	1.5" Cal. B&B	NATIVE	Y
MP	Prairifire Crabapple / Malus x `Prairifire`	1	1.5" Cal. B&B	NATIVE CULTIVAR	Y
	SUBTOTAL:	3			
CODE	COMMON / BOTANICAL NAME	QTY	SIZE	NATIVE PLANTS	POLLINATOR FRIENDLY
SHRUBS					
CM	Muskingham Gray Dogwood / Cornus racemosa `Muskingham`	3	#2 CONT	NATIVE CULTIVAR	Y
DL	Dwarf Bush Honeysuckle / Diervilla lonicera	5	#5 CONT	NATIVE	Y
HA	Annabelle Hydrangea / Hydrangea arborescens `Annabelle`	3	#5 CONT	NOT NATIVE	Y
SGJ	Sea Green Juniper / Juniperus chinensis `Sea Green`	32	#5 CONT	NOT NATIVE	N
RG	Gro-Low Fragrant Sumac / Rhus aromatica `Gro-Low`	47	#5 CONT	NATIVE	Y
	SUBTOTAL:	90			
GRASSES					
CK	Feather Reed Grass / Calamagrostis x acutiflora `Karl Foerster`	259	#1 CONT	NOT NATIVE	N
SB	Blue Heaven Little Bluestem / Schizachyrium scoparium `Blue Heaven`	105	#1 CONT	NATIVE CULTIVAR	Y
SH2	Prairie Dropseed / Sporobolus heterolepis	47	#1 CONT	NATIVE	Y
	SUBTOTAL:	411			

PLANTING SEASON SCHEDULE

SEASON	CONIFEROUS	DECIDUOUS	REMARKS
SPRING PLANTING	APRIL 15 - JUNE 15	APRIL 15 - JUNE 15	
FALL PLANTING	AUGUST 21 - SEPTEMBER 30	AUGUST 15 - NOVEMBER 15	

NOTE: ADJUSTMENTS TO PLANTING DATES MUST BE APPROVED IN WRITING BY THE LANDSCAPE ARCHITECT.

MULCH SCHEDULE

AREA	MULCH TYPE	EDGING	FABRIC	REMARKS
TREE RINGS	4" DEPTH, SHREDDED CEDAR	YES	NO	SEE DETAIL SHT. L1.1
PLANTING BEDS	4" DEPTH, SHREDDED CEDAR	YES	NO	
MAINT. STRIP AT BUILDING FOUNDATION	NA	NA	NA	
PLAYGROUND MULCH	SEE CONSTRUCTION PLANS FOR FINAL MATERIAL LIST, SEE REMARKS. DEPTH AS SPECIFIED BY PLAYGROUND EQUIPMENT MANUFACTURER.	SEE SITE PLAN	SEE REMARKS	SEE ALL DETAILS AND SHOP DRAWINGS FOR THE FINAL PLAYGROUND AND PLAY AREA TREATMENTS AND MATERIALS

NOTE: COORDINATE ALL MULCH AND PLANTING BED MATERIAL PRIOR TO INSTALLATION, PROVIDE SAMPLES AND SHOP DRAWINGS/PHOTOS/DATA SHEETS OF ALL MATERIALS

Brooklyn Park, MN Landscape Requirements			
Open Space Landscape Calcaulations	**Requirement**	**Achieved**	**Note**
Minimum Open Space Reqirement (PI zoning)	30%	Yes	58% actual - see materials calculation below
Overstory trees - 1 trees per 3,000 square feet of OS	54	Yes	new plantings 9
One evergreen tree per 3,000 square feet of open area, except on sites where security, pedestrian or traffic safety are a concern evergreens may be excluded or installed in a reduced number.	54	Yes	new plantings 2
One ornamental tree per 1,500 square feet of open space	109	?	new plantings 3
One deciduous or evergreen shrub per 100 square feet of open area.	1,629	?	new plantings 90
Parking Lot Design			
Parking lot green space - 10% of interior parking lot area			
Sustainable Landscape Requirements - Meet two of City allowed choices			
1. Landscaping with native species (50% of plantings are native).		Yes	
2.Sustainable Landscaping with visible rain garden.		Yes	

Required Landscape Materials Calc. (choose 3)	Open Space Requirement	
REQUIRED Open Space (OS) - 30% OF TOTAL SF	162,879	
Required Overstory Trees (1 / 3,000 SF OS)	54	
Required Evergreen Trees (1 / 3,000 SF OS)	54	
Ornamental Trees Needed (1 / 1,500 SF OS)	109	
Required Shrubs (1 / 100 SF OS)	1629	
ACTUAL Open Space	314,665	58.0%

LANDSCAPE PLAN LEGEND:

PLANT SCHEDULE

SYMBOL	COMMON / BOTANICAL NAME	QTY	SIZE
GROUND COVERS			
	Lower Basin Native Seed Mix MNDOT 34-262 WET PRAIRIE, PER MNDOT SEEDING MANUAL SPECIFICATIONS (2014)	9,381 sf	Seed Mix
	Playground Mulch & Turf / Playground Mulch & Turf Install per manuf.	15,106 sf	Mulch
	Shooting Star Sunny Lawn Mix / Turf Seed	34,669 sf	Seed Mix

PROPOSED CANOPY TREE SYMBOLS - SEE PLANT SCHEDULE AND PLAN FOR SPECIES AND PLANTING SIZES

PROPOSED EVERGREEN TREE SYMBOLS - SEE PLANT SCHEDULE AND PLAN FOR SPECIES AND PLANTING SIZES

PROPOSED ORNAMENTAL TREE SYMBOLS - SEE PLANT SCHEDULE AND PLAN FOR SPECIES AND PLANTING SIZES

PROPOSED DECIDUOUS AND EVERGREEN SHRUB SYMBOLS - SEE PLANT SCHEDULE AND PLAN FOR SPECIES AND PLANTING SIZES

PROPOSED PERENNIAL PLANT SYMBOLS - SEE PLANT SCHEDULE AND PLAN FOR SPECIES AND PLANTING SIZES

EDGING - SHALL BE COMMERCIAL GRADE, 4" DEPTH ALUMINUM, BLACK OR DARK GREEN IN COLOR, INCLUDE ALL CONNECTORS, STAKES, & ALL APPURTENANCES PER MANUF. INSTALL PER MANUF. INSTRUC./SPECS.
DECORATIVE BOULDERS (ROUNDED & BLOCK STYLE), 18"-30" DIA.

CONSTRUCTION LIMITS

Know what's below. Call before you dig.

4" = 30'-0"
15'-0" 0 30'-0"

ISSUE/SUBMITTAL SUMMARY

DATE	DESCRIPTION

PROJECT MANAGER	PATRICK SARVER, PLA
CONTACT NUMBER	612-615-0060 X XXX
DRAWN BY	RLB
REVIEWED BY	PJS
PROJECT NUMBER	24365

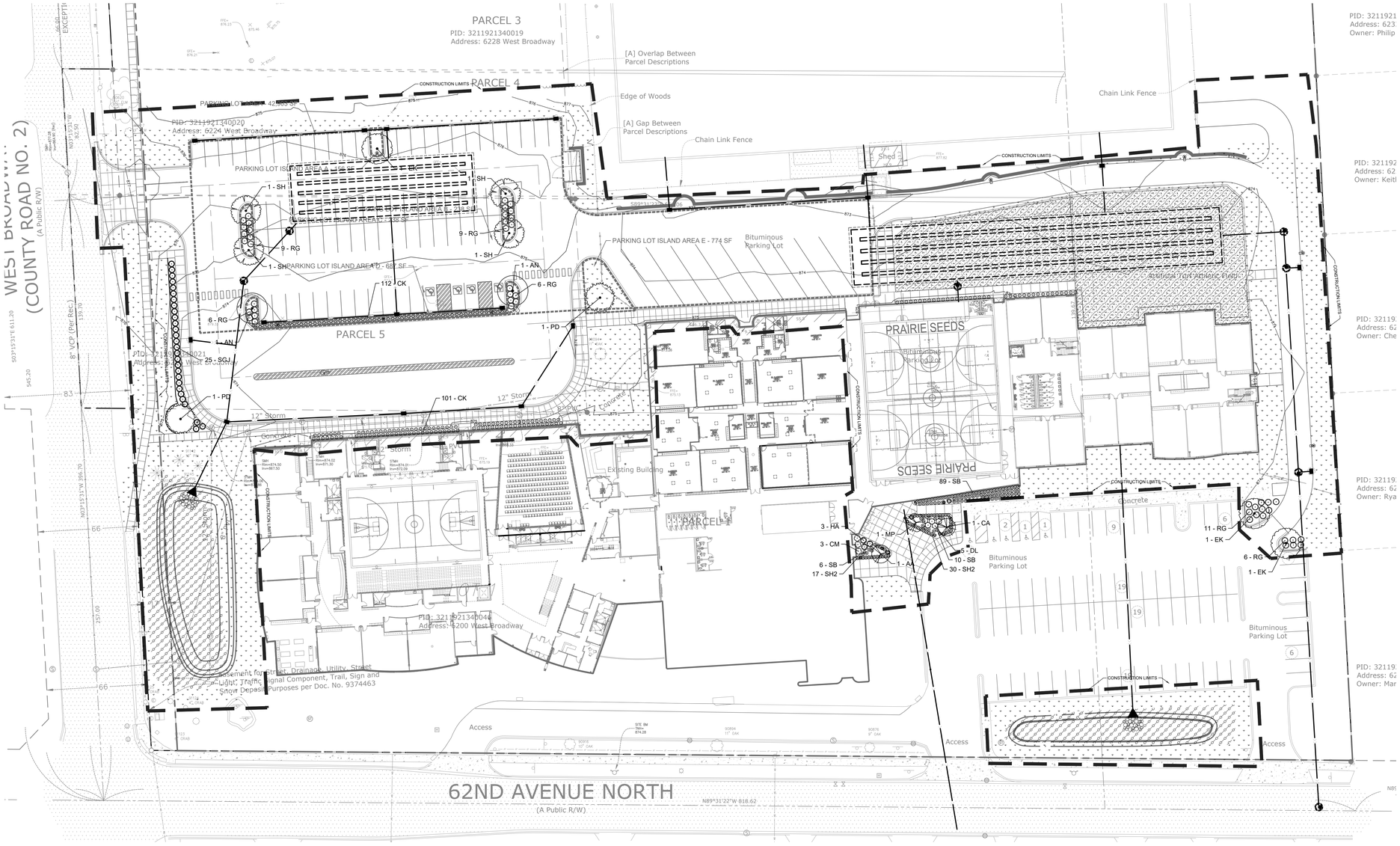
REVISION SUMMARY

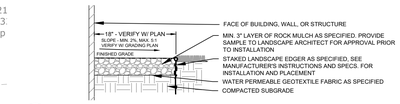
DATE	DESCRIPTION

LANDSCAPE PLAN

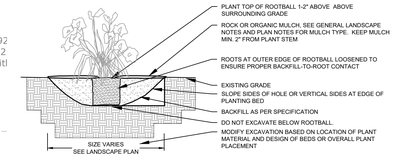
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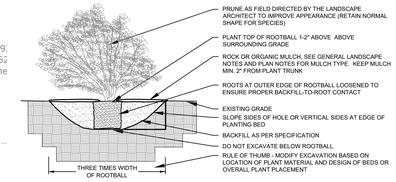




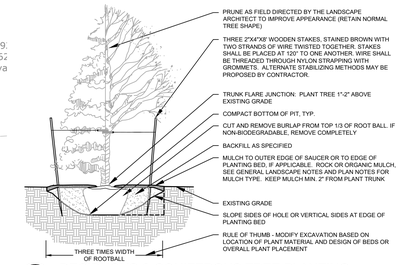
1 AGGREGATE MAINTENANCE STRIP
NTS



2 PERENNIAL BED PLANTING
NTS



3 DECIDUOUS & CONIFEROUS SHRUB PLANTING
NTS



4 DECIDUOUS & CONIFEROUS TREE PLANTING
NTS

PRELIMINARY: NOT FOR CONSTRUCTION

PLANT SCHEDULE

CODE	COMMON / BOTANICAL NAME	QTY	CONT	NATIVE PLANTS	POLLINATOR FRIENDLY
TREES					
AN	Northwood Red Maple / Acer rubrum `Northwood`	2	2.5" Cal. B&B	NATIVE CULTIVAR	Y
SH	Skyline Thornless Honey Locust / Gleditsia triacanthos inermis `Skycole` TM	4	2.5" Cal. B&B	NATIVE CULTIVAR	N
EK	Espresso Kentucky Coffeetree / Gymnocladus dioica `Espresso`	3	2.5" Cal. B&B	NATIVE CULTIVAR	N
	SUBTOTAL:	9			
EVERGREEN TREES					
PD	Black Hills Spruce / Picea glauca `Densata`	2	6` B&B	NATIVE CULTIVAR	
	SUBTOTAL:	2			
ORNAMENTAL TREES					
AA	Artic Jade Korean Maple / Acer pseudosieboldianum `IslAJ` TM	1	#15 CONT	NOT NATIVE	Y
CA	Pagoda Dogwood / Cornus alternifolia	1	1.5" Cal. B&B	NATIVE	Y
MP	Prairifire Crabapple / Malus x `Prairifire`	1	1.5" Cal. B&B	NATIVE CULTIVAR	Y
	SUBTOTAL:	3			
CODE	COMMON / BOTANICAL NAME	QTY	SIZE	NATIVE PLANTS	POLLINATOR FRIENDLY
SHRUBS					
CM	Muskingham Gray Dogwood / Cornus racemosa `Muskingham`	3	#2 CONT	NATIVE CULTIVAR	Y
DL	Dwarf Bush Honeysuckle / Diervilla lonicera	5	#5 CONT	NATIVE	Y
HA	Annabelle Hydrangea / Hydrangea arborescens `Annabelle`	3	#5 CONT	NOT NATIVE	Y
SGJ	Sea Green Juniper / Juniperus chinensis `Sea Green`	32	#5 CONT	NOT NATIVE	N
RG	Gro-Low Fragrant Sumac / Rhus aromatica `Gro-Low`	47	#5 CONT	NATIVE	Y
	SUBTOTAL:	90			
GRASSES					
CK	Feather Reed Grass / Calamagrostis x acutiflora `Karl Foerster`	250	#1 CONT	NOT NATIVE	N
SB	Blue Heaven Little Bluestem / Schizachyrium scoparium `Blue Heaven`	105	#1 CONT	NATIVE CULTIVAR	Y
SH2	Prairie Dropseed / Sporobolus heterolepis	47	#1 CONT	NATIVE	Y
	SUBTOTAL:	402			

PLANTING SEASON SCHEDULE

SEASON	CONIFEROUS	DECIDUOUS	REMARKS
SPRING PLANTING	APRIL 15 - JUNE 15	APRIL 15 - JUNE 15	
FALL PLANTING	AUGUST 21 - SEPTEMBER 30	AUGUST 15 - NOVEMBER 15	
NOTE: ADJUSTMENTS TO PLANTING DATES MUST BE APPROVED IN WRITING BY THE LANDSCAPE ARCHITECT.			

MULCH SCHEDULE

AREA	MULCH TYPE	EDGING	FABRIC	REMARKS
TREE RINGS	4" DEPTH, SHREDDED CEDAR	YES	NO	SEE DETAIL SHT. L1.1
PLANTING BEDS	4" DEPTH, SHREDDED CEDAR	YES	NO	
MAINT. STRIP AT BUILDING FOUNDATION	NA	NA	NA	
PLAYGROUND MULCH	SEE CONSTRUCTION PLANS FOR FINAL MATERIAL LIST, SEE REMARKS. DEPTH AS SPECIFIED BY PLAYGROUND EQUIPMENT MANUFACTURER.	SEE SITE PLAN	SEE REMARKS	SEE ALL DETAILS AND SHOP DRAWINGS FOR THE FINAL PLAYGROUND AND PLAY AREA TREATMENTS AND MATERIALS
NOTE: COORDINATE ALL MULCH AND PLANTING BED MATERIAL PRIOR TO INSTALLATION, PROVIDE SAMPLES AND SHOP DRAWINGS/PHOTOS/DATA SHEETS OF ALL MATERIALS				

Brooklyn Park, MN Landscape Requirements			
Open Space Landscape Calcaulations	**Requirement**	**Achieved**	**Note**
Minimum Open Space Reqirement (PI zoning)	30%	Yes	58% actual - see materials calculation below
Overstory trees - 1 trees per 3,000 square feet of OS	54	Yes	new plantings 9
One evergreen tree per 3,000 square feet of open area, except on sites where security, pedestrian or traffic safety are a concern evergreens may be excluded or installed in a reduced number.	54	Yes	new plantings 2
One ornamental tree per 1,500 square feet of open space	109	?	new plantings 3
One deciduous or evergreen shrub per 100 square feet of open area.	1,629	?	new plantings 90
Parking Lot Design			
Parking lot green space - 10% of interior parking lot area			
Sustainable Landscape Requirements - Meet two of City allowed choices			
1. Landscaping with native species (50% of plantings are native).		Yes	
2.Sustainable Landscaping with visible rain garden.		Yes	

Required Landscape Materials Calc. (choose 3)	Open Space Requirement	
REQUIRED Open Space (OS) - 30% OF TOTAL SF	162,879	
Required Overstory Trees (1 / 3,000 SF OS)	54	
Required Evergreen Trees (1 / 3,000 SF OS)	54	
Ornamental Trees Needed (1 / 1,500 SF OS)	109	
Required Shrubs (1 / 100 SF OS)	1629	
ACTUAL Open Space	314,665	58.0%

LANDSCAPE PLAN LEGEND:

PLANT SCHEDULE

SYMBOL	COMMON / BOTANICAL NAME	QTY	SIZE
GROUND COVERS			
	Lower Basin Native Seed Mix MNDOT 34-262 WET PRAIRIE, PER MNDOT SEEDING MANUAL SPECIFICATIONS (2014)	9,381 sf	Seed Mix
	Playground Mulch & Turf / Playground Mulch & Turf Install per manuf.	15,106 sf	Mulch
	Shooting Star Sunny Lawn Mix / Turf Seed	37,671 sf	Seed Mix

PROPOSED CANOPY TREE SYMBOLS - SEE PLANT SCHEDULE AND PLAN FOR SPECIES AND PLANTING SIZES

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DECORATIVE BOULDERS (ROUNDED & BLOCK STYLE), 18"-30" DIA.

CONSTRUCTION LIMITS

Know what's below. Call before you dig.

4" = 30'-0"
15'-0" 0 30'-0"

CivilSite GROUP
Civil Engineering · Surveying · Landscape Architecture
5000 Glenwood Avenue
Golden Valley, MN 55422
civilsitegroup.com 612-615-0060

PROJECT
PRAIRIE SEEDS ACADEMY
ADDITION
6200 W BROADWAY, BROOKLYN PARK MN 55428

OWNER
PRAIRIE SEEDS ACADEMY
6200 W BROADWAY, BROOKLYN PARK MN 55428

ISSUE/SUBMITTAL SUMMARY

DATE	DESCRIPTION
08/26/24	CITY SUBMITTAL

PROJECT MANAGER	PATRICK SARVER, PLA
CONTACT NUMBER	612-615-0060 X XXX
DRAWN BY	RLB
REVIEWED BY	PJS
PROJECT NUMBER	24-065

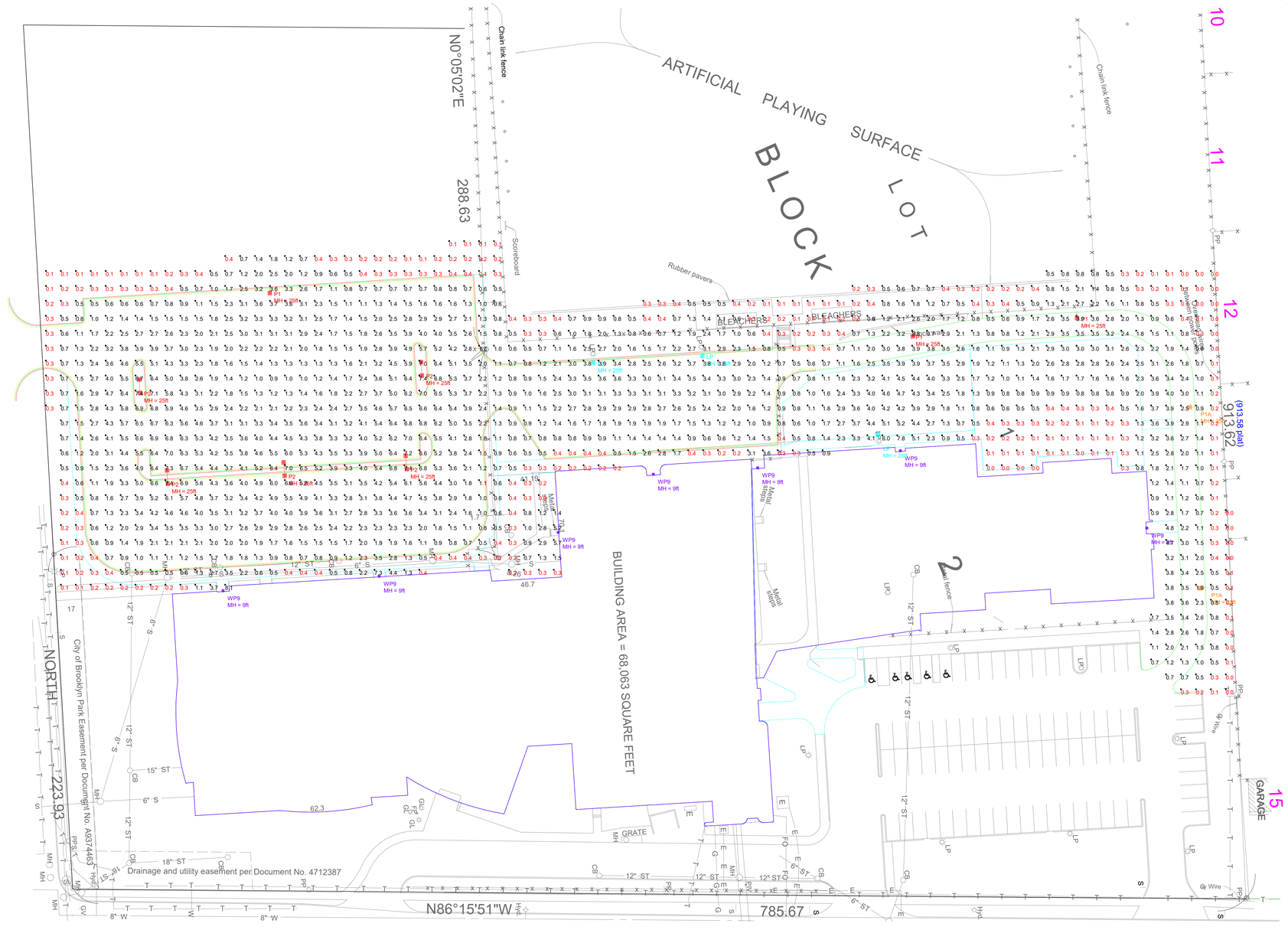
REVISION SUMMARY

DATE	DESCRIPTION

LANDSCAPE PLAN

L1.0

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Luminaire Schedule

Symbol	Qty	Label	Arrangement	Lum. Lumens	LLF	Description	Lum. Watts	Total Watts	Tag
	2	P1A	Single	12338	0.900	MRS-LED-18L-SIL-3-40-70CRI-IL	135	270	MH = 25ft
	7	WP9	Single	3143	0.900	SSW-LED-03L-FT-UNV-DIM-40	23	161	MH = 9ft
	5	P2	Back-Back	17682	0.900	MRS-LED-18L-SIL-FT-40-70CRI	135	1350	MH = 25ft
	3	P1	Single	17682	0.900	MRS-LED-18L-SIL-FT-40-70CRI	135	405	MH = 25ft
	3	LP	Single	17682	0.900	MRS-LED-18L-SIL-FT-40-70CRI	135	405	MH = 25ft

Calculation Summary

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
CalcPts_1	Illuminance	Fc	2.04	8.1	0.0	N.A.	N.A.
Parking and Drive	Illuminance	Fc	2.05	3.9	0.4	5.13	9.75

Scale: 1 inch= 30 Ft.

These drawings are for conceptual use only and are not intended for construction. Fixture runs and quantities should be verified prior to order. Values represented are an approximation generated from manufacturers photometric inhouse or independent lab tests with data supplied by lamp manufacturers.

36x44

Luma Sales Associates
Lighting and Controls

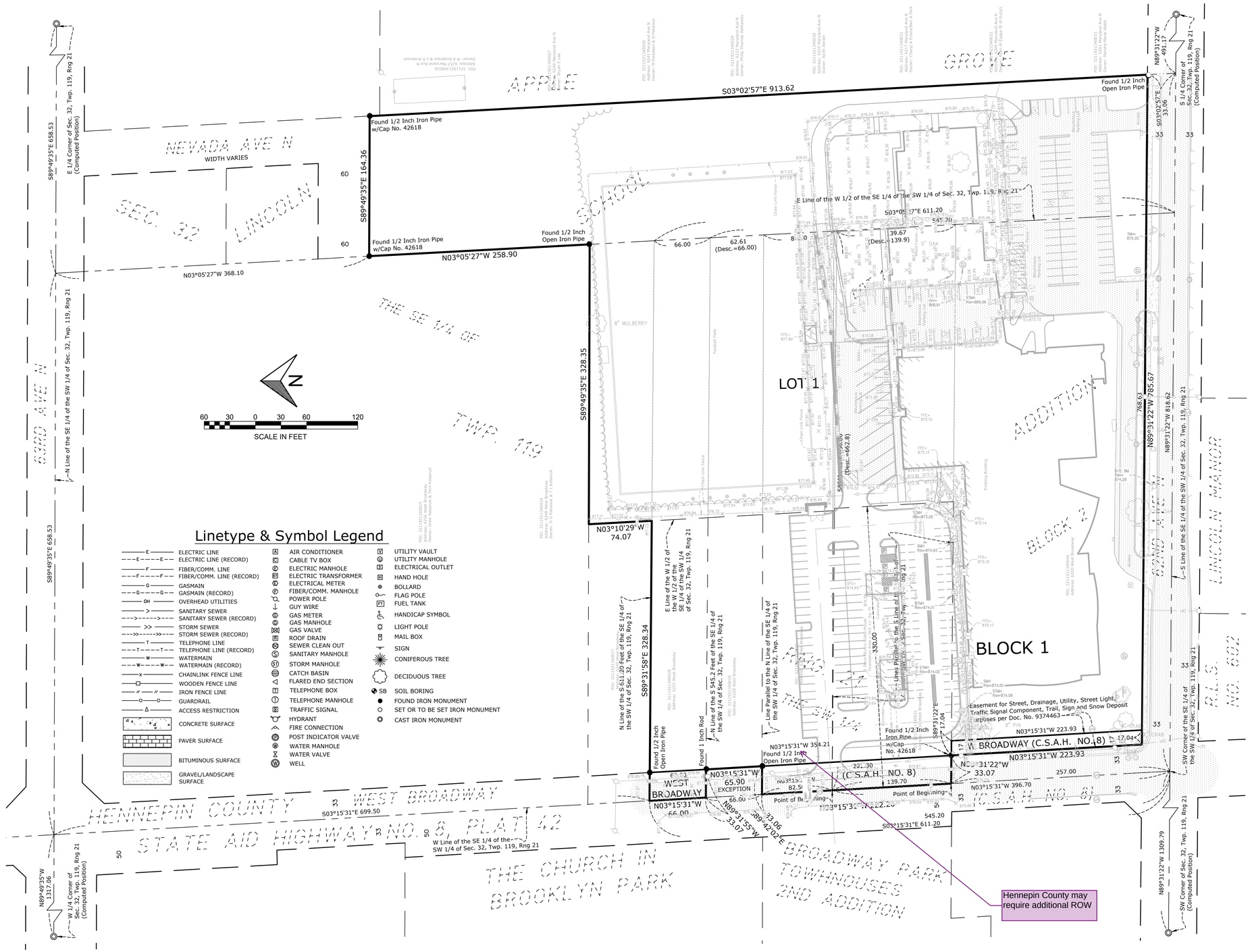
Comments
Date
#
Revisions

Drawn By: Joe Frey
Checked By:
Date:8/7/2024
Sales Agent: Steve Hahn
Scale:1" = 30'

Prairie Seed Academy
Brooklyn Park, MN

LS952-4216

PRELIMINARY PLAT: PRAIRIE SEEDS ACADEMY



Linetype & Symbol Legend

- ELECTRIC LINE
- ELECTRIC LINE (RECORD)
- FIBER/COMM. LINE
- FIBER/COMM. LINE (RECORD)
- GASMAIN
- GASMAIN (RECORD)
- OVERHEAD UTILITIES
- SANITARY SEWER
- SANITARY SEWER (RECORD)
- STORM SEWER
- STORM SEWER (RECORD)
- TELEPHONE LINE
- TELEPHONE LINE (RECORD)
- WATERMAIN
- WATERMAIN (RECORD)
- CHAINLINK FENCE LINE
- WOODEN FENCE LINE
- IRON FENCE LINE
- GUARDRAIL
- ACCESS RESTRICTION
- CONCRETE SURFACE
- PAVER SURFACE
- BITUMINOUS SURFACE
- GRAVEL/LANDSCAPE SURFACE

- AIR CONDITIONER
- CABLE TV BOX
- ELECTRIC MANHOLE
- ELECTRIC TRANSFORMER
- ELECTRICAL METER
- FIBER/COMM. MANHOLE
- POWER POLE
- GUY WIRE
- GAS METER
- GAS MANHOLE
- GAS VALVE
- ROOF DRAIN
- SEWER CLEAN OUT
- SANITARY MANHOLE
- STORM MANHOLE
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- HYDRANT
- FIRE CONNECTION
- POST INDICATOR VALVE
- WATER MANHOLE
- WATER VALVE
- WELL

- UTILITY VAULT
- UTILITY MANHOLE
- ELECTRICAL OUTLET
- HAND HOLE
- BOLLARD
- FLAG POLE
- FUEL TANK
- HANDICAP SYMBOL
- LIGHT POLE
- MAIL BOX
- SIGN
- CONIFEROUS TREE
- DECIDUOUS TREE
- SB SOIL BORING
- FOUND IRON MONUMENT
- SET OR TO BE SET IRON MONUMENT
- CAST IRON MONUMENT

PRELIMINARY PLAT GENERAL NOTES

PROPERTY DESCRIPTION:

Lot 1, Block 1, LINCOLN SCHOOL ADDITION, Hennepin County, Minnesota.
(Abstract Property)

AND

North 66 feet of the South 611.2 feet of the West 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 32, Township 119 North, Range 21 West of the 5th Principal Meridian, except the Easterly 1/2 thereof.
Hennepin County, Minnesota.
(Abstract Property)

AND

The West half of the North 66 feet of the South 545.2 feet of the West half of the Southwest Quarter of Southwest Quarter, except road, Section 32, Township 119 North, Range 21, Hennepin County, Minnesota.
(Abstract Property)

AND

The West 330 feet of that part of the West One-half (W1/2) of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section Thirty-two (32), Township One Hundred Nineteen (119), Range Twenty-one (21), described as follows:

Commencing at a point in the West line of said Southeast Quarter (SE 1/4) of Southwest Quarter (SW 1/4), 257 feet North of the Southwest (SW) corner thereof, thence North along said West line 139.7 feet, thence East parallel to the South line of said Section Thirty-two (32), 662.8 feet to the East line of the West one-half (W1/2), of the Southeast one-half (SE 1/2) of the Southwest Quarter (SW 1/4) of said Section; thence South along said East line a distance of 139.9 feet; thence West parallel to the South line of said Section to the point of beginning; according to the United States Government Survey thereof, Hennepin County, Minnesota.
(Abstract Property)

AND

The Westerly Half of that part of the Southeast Quarter of the Southwest Quarter of Section 32, Township 119, Range 21, described as beginning at a point on the West line of said Southeast Quarter of the Southwest Quarter distant 396.7 feet North along said West line from the Southwest corner thereof; thence North along said West line 82.5 feet; thence East parallel to the North line of said Southeast Quarter of the Southwest Quarter to an intersection with the East line of the West Half of said Southeast Quarter of the Southwest Quarter; thence South along said East line 82.5 feet; thence West to the point of beginning, according to the Government Survey thereof.
(Torrens Property)

Please note this preliminary plat was created without the benefit of a commitment for title insurance. The descriptions listed hereon are per Hennepin County tax records and may not be the latest descriptions of record. There may be easements or other matters of record we are unaware of and thus not shown hereon.

DATE OF PREPARATION:

8-2-2024

Please note that the background survey information is per a draft survey by us dated 8-2-2024.
Proposed parking lot improvements are per a site plan by Civil Site Group dated 8-2-2024.

APPLICANT:

Prairie Seeds Academy
6200 W Broadway
Brooklyn Park, MN
Contact: Crystal Vang

AREAS:

Proposed Lot 1 = 529,612 Sq. Ft. or 12.158 Acres
Proposed Dedicated Right of Way = 13,319 Sq. Ft. or 0.306 Acres
Total Property Area = 542,931 Sq. Ft. or 12.464 Acres

FLOOD ZONE:

This property is contained in Zone X (area determined to be outside the 0.2% annual chance floodplain) per Flood Insurance Rate Map, Community Panel No. 27053C0203F, effective date of November 11, 2016.

Rory L. Synstelien Minnesota License No. 44565
rory@civilsitegroup.com

CivilSite GROUP
Civil Engineering • Surveying • Landscape Architecture
5000 Glenwood Avenue
Golden Valley, MN 55422
civilsitegroup.com 612-615-0060

PROJECT
Prairie Seeds Academy
6200 West Broadway, Brooklyn Park, Hennepin County, Minnesota 55428

CLIENT
Prairie Seeds Academy
6200 West Broadway, Brooklyn Park, MN 55428

I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

RORY L. SYNSTELIEN
DATE 8-2-2024 LICENSE NO. 44565

QA/QC

FIELD CREW	
DRAWN BY	CJ
REVIEWED BY	RS
UPDATED BY	

VICINITY MAP



REVISION SUMMARY

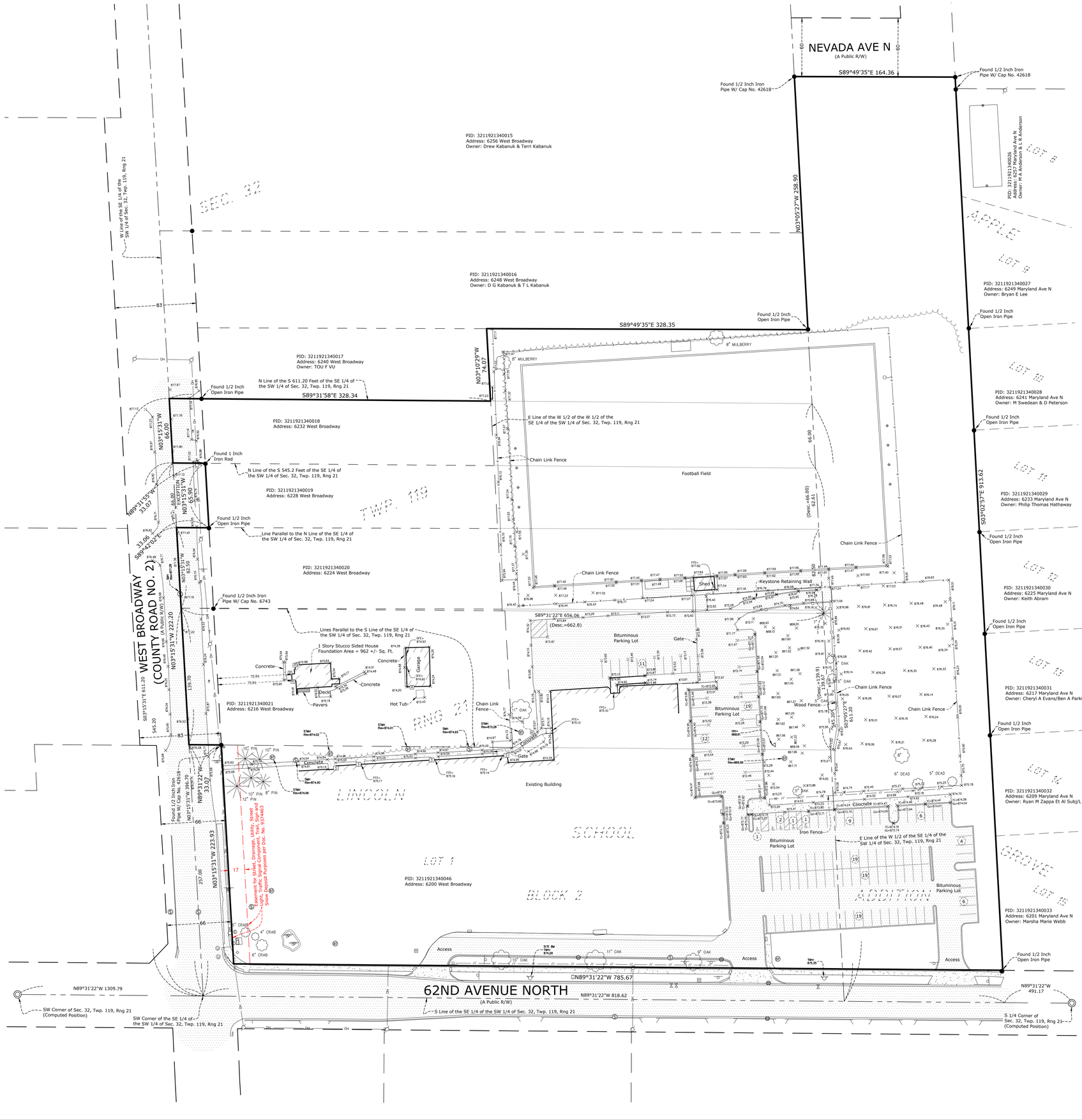
DATE	DESCRIPTION

PROJECT NO.: 24360

PRELIMINARY PLAT

V2.0

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DESCRIPTION OF PROPERTY SURVEYED

Lot 1, Block 1, LINCOLN SCHOOL ADDITION, Hennepin County, Minnesota.
(Abstract Property)

AND

North 66 feet of the South 611.2 feet of the West 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 32, Township 119 North, Range 21 West of the 5th Principal Meridian, except the Easterly 1/2 thereof.
Hennepin County, Minnesota.
(Abstract Property)

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(Abstract Property)

AND

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(Torrens Property)

GENERAL SURVEY NOTES

1. Bearings are based on the Hennepin County Coordinate System (1986 Adjustment).
2. Elevations are based on the NGVD 29 Datum. Site Benchmark is the top nut of the fire hydrant located on the north side of 62nd Avenue North approximately 303 feet southeast of the southwest corner of the subject property, as shown hereon.
   Elevation = 874.28.
3. We have shown the location of utilities to the best of our ability based on observed evidence together with evidence from the following sources: plans obtained from utility companies, plans provided by client, markings by utility companies and other appropriate sources. We have used this information to develop a view of the underground utilities for this site. However, lacking excavation, the exact location of underground features cannot be accurately, completely and reliably depicted. Where additional or more detailed information is required, the client is advised that excavation may be necessary. Also, please note that seasonal conditions may inhibit our ability to visibly observe all the utilities located on the subject property.

ALTA/NSPS LAND TITLE SURVEY NOTES

(numbered per Table A)

1. Monuments placed and/or found at all major corners of the boundary of the surveyed property as shown hereon.
2. Site Address: 6200 West Broadway, Brooklyn Park, Minnesota 55428.
3. This property is contained in Zone X (area determined to be outside the 0.2% annual chance floodplain) per Flood Insurance Rate Map, Community Panel No. 27053C0203F, effective date of November 4, 2016.
4. The Gross land area is 542,931 +/- square feet or 12.464 +/- acres.
7. (a) Exterior dimensions of buildings at ground level as shown hereon.
8. Substantial features observed in the process of conducting the fieldwork as shown hereon. Please note that seasonal conditions may inhibit our ability to visibly observed all site features located on the subject property.
13. The names of the adjoining owners of the platted lands, as shown hereon, are based on information obtained from the Hennepin County Interactive Property Map.

SURVEY REPORT

1. This map and report was prepared without the benefit of a Commitment for Title Insurance. The property description was obtained from Hennepin County tax records and may not be the latest description of record. There may be easements or other matters of record we are unaware of and thus not shown hereon.

ALTA CERTIFICATION

To: Prairie Seeds Academy:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 7(a), 8, and 13 of Table A thereof.
The fieldwork was completed on 8-2-2024.
Dated this xxx day of August, 2024.

Rory L. Synstelien — Minnesota License No. 44565
rory@civilsitegroup.com

Linetype & Symbol Legend

- E — ELECTRIC LINE
- E — E — ELECTRIC LINE (RECORD)
- F — FIBER/COMM. LINE
- F — F — FIBER/COMM. LINE (RECORD)
- G — GASMAIN
- G — G — GASMAIN (RECORD)
- OH — OVERHEAD UTILITIES
- S — SANITARY SEWER
- S — S — SANITARY SEWER (RECORD)
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- SS — SS — STORM SEWER (RECORD)
- T — TELEPHONE LINE
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- W — WATERMAIN
- W — W — WATERMAIN (RECORD)
- x — CHAINLINK FENCE LINE
- WOOD FENCE LINE
- IRON FENCE LINE
- GUARDRAIL
- Δ — ACCESS RESTRICTION
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- SB — SOIL BORING
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CivilSite GROUP
Civil Engineering • Surveying • Landscape Architecture
5000 Glenwood Avenue
Golden Valley, MN 55422
civilsitegroup.com
612-615-0060

PROJECT
6200 West Broadway
Brooklyn Park, Hennepin County, Minnesota 55428

CLIENT
Prairie Seeds Academy
6200 West Broadway, Brooklyn Park, Minnesota 55428

I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

DRAFT

RORY L. SYNSTELIEN
DATE SIGN-DATE LICENSE NO. 44565

QA/QC

FIELD CREW	DP/CK
DRAWN BY	DS
REVIEWED BY	CJ
UPDATED BY	

VICINITY MAP



REVISION SUMMARY

DATE	DESCRIPTION

PROJECT NO.: 24360.00

ALTA/NSPS LAND TITLE SURVEY

V1.0

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City of Brooklyn Park
Request for Council Action

Agenda Item:	4.3	**Meeting Date:**	October 28, 2024
Agenda Section:	Consent	**Originating Department:**	Community Development
Resolution:	X	**Prepared By:**	Erin McDermott, Senior Planner
Ordinance:	N/A		
Attachments:	3	**Presented By:**	Erin Perdu, Interim Planning Director
Item:	7820 Lakeland Avenue - Conditional Use Permit, #24-118 for a window tinting service on a property zoned B3-General Business District		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION 2024- _____ APPROVING A CONDITIONAL USE PERMIT FOR AN AUTO REPAIR SERVICE, SUBJECT TO CONDITIONS CONTAINED IN THE RESOLUTION.

Overview:

The property owner, KJ's Windows Tint has been operating auto repair services out of this property but is now strictly doing window tinting services in the structure previously utilized as a car wash. Per our ordinance, window tinting is considered an auto repair service, which requires a CUP. This application is to bring the subject property into compliance, as there has never been a Conditional Use Permit issued to this site for the operation of a window tinting service.

There is no development proposed at this time. The existing structure is sufficient for the intended use of auto repair services for window tinting services provided by the applicant. Future intensification of auto repair services will require additional review per Section 152.305.

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 there was no conditional use approved for this structure.

This property was previously issued a CUP for a carwash on this site, which was granted under CUP 1989-3445. The proposed use will be operating in that same space, and the new CUP will supersede the existing CUP.

Current Conditions:

The subject property is 1.22 acres and is located west of Lakeland Avenue North, and south of 79th Avenue North. This site contains a commercial structure with a convenience store and canopy for the fuel station developed on this site in 1989 with concurrent approvals for the carwash CUP. This property is adjacent to Menards and Bottineau Blvd.

Future Land Use Plan	B3 - General Business District
Current Zoning	B3 - General Business District
Proposed Zoning	No Change
Neighborhood	College Park
Site Area	1.22 acres
Conforms to:	

Land Use Plan	Yes
Zoning Code	Yes
Notification	13 Public Hearing Notices mailed Posted in the Sun Post Neighborhood emails sent
Timeline (MN §15.99) 60-day 120-day	 October 19, 2024 December 18, 2024

Land Use/Zoning and Overlay:

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

Conditional Use Permit:

Window tinting services are a conditional use in the General Business District zoning district (§ 152.602). 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 affect the intent of this chapter.

(1) Comprehensive Plan. Compliance with the Comprehensive Plan, public facilities and capital improvement plans, and all sections of the City Code.

The Future Land Use of the Brooklyn Park 2040 Comprehensive Plan guides the property as Community Commercial. The Community Commercial uses include services, with medium to high intensity uses. The Comprehensive Plan states that Community Commercial districts are appropriate for automobile-intensive uses that benefit from close proximity to highways. Window tinting 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 three points: one along 79th Avenue North and the other two along Lakeland Avenue. The first access point on Lakeland Avenue is on the north 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 repair services. However, to remain consistent with the approvals of the adjacent property, the parking of vehicles requiring repair services is prohibited on site overnight. The applicant has indicated they only service one vehicle at a time, by appointment. The site review has determined parking is adequate for this use.

(4) ***City services*. The provision of adequate public facilities and services to the site where the use is proposed and the ability of the existing infrastructure to absorb the additional demand for city services.**

As this request is to grant window tinting services, there is no additional need for public services, and compliance with CUP conditions will reduce staff time spent at this property.

(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 changes 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 changes 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.**

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

The required findings of § 152.305 have been addressed and Staff recommends approval of the CUP request.

Conditions of Approval:

Staff recommends the adoption of a resolution Approving a Conditional Use Permit for a Window Tinting Service at 7820 Lakeland Ave North with the following conditions:

1. All vehicles parked on this property must be parked on a paved surface.
2. Parking of any vehicles associated with the business must be on site. On-street parking is prohibited. Double parking of vehicles is prohibited.
3. Vehicle drop-offs must occur within designated loading areas on the property.
4. All window tinting services must occur within the building, screened from public view.
5. The property must remain compliant with the property maintenance code.
6. The property must remain compliant with all fire safety protocols.
7. All equipment associated with this use must be stored completely within the structure. No outdoor storage is permitted for this use.
8. All previously approved conditional use permits are hereby rescinded and replaced with this conditional use permit.

Primary Issues/Alternatives to Consider:

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

Budgetary/Fiscal Issues: N/A

Attachments:

4.3A RESOLUTION
4.3B LOCATION MAP
4.3C PLANNING COMMISSION MINUTES

RESOLUTION #2024-

RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR AN AUTO REPAIR SERVICE, SUBJECT TO CONDITIONS CONTAINED IN THE RESOLUTION

Planning Commission File #24-118

WHEREAS, KJ's Windows Tint has made application for a Conditional Use Permit under the provisions of Chapter 152 of the City Code on property legally described as:

Lot 2, Block 1, MENARDS ADDITION TO BROOKLYN PARK, Hennepin County, Minnesota.

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park that a Conditional Use Permit is hereby approved for an auto oriented repair facility on the above described parcel, subject to the following:

1. All vehicles parked on this property must be parked on a paved surface.
2. Parking of any vehicles associated with the business must be on site. On-street parking is prohibited. Double parking of vehicles is prohibited.
3. Vehicle drop-offs must occur within designated loading areas on the property.
4. All window tinting services must occur within the building, screened from public view.
5. The property must remain compliant with the property maintenance code.
6. The property must remain compliant with all fire safety protocols.
7. All equipment associated with this use must be stored completely within the structure. No outdoor storage is permitted for this use.
8. All previously approved conditional use permits are hereby rescinded and replaced with this conditional use permit.

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.



Conditional Use Permit
Case #24-118 – 7820 Lakeland Ave. N. - CUP
Area of Request (August 2023 Air Photo)
7820 Lakeland Ave. N.

Brooklyn Park



UNAPPROVED MINUTES
MINUTES OF THE BROOKLYN PARK PLANNING COMMISSION
Regular Meeting – OCTOBER 9, 2024

6. PUBLIC HEARING

B. Planning Case #24-118 – 7820 Lakeland Avenue – Conditional Use Permit Application.

Senior Planner McDermott introduced the application for a Conditional Use Permit (CUP) for auto repair at 7820 Lakeland Avenue. They noted that this request would allow the applicant to continue their window tinting business. They stated that this business and need for the CUP was discovered through violations to the property. They reviewed details and zoning of the subject property and adjacent properties. They stated that the tenant has worked with the City to address the violations that were identified. They described the window tinting business and activities, noting that only one customer at a time is allowed by appointment. They stated that this business occupies what was previously a car wash. They stated that staff recommends approval of the CUP with the conditions noted in the staff report.

Commission Chair Cavin opened the public hearing.

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

Commission Chair Cavin asked if there are chemicals used in tinting and whether that would be similar or less stringent than a car wash.

Senior Planner McDermott replied that the spray bottles used to add the tinting are of substantially lower concern than the chemicals previously used in the car wash.

Commissioner Borer asked if the gas station is renting this space to the tenant.

Senior Planner McDermott confirmed that the gas station is leasing this space to the tenant, and this was identified when code enforcement was reviewing the overall property for other violations.

Commissioner Fraser asked if the applicant has addressed the code enforcement issues.

Senior Planner McDermott replied that with the exception of the required CUP, the property has achieved compliance.

MOTION WAKO, SECOND FRASER TO RECOMMEND APPROVAL OF A CONDITIONAL USE PERMIT FOR AN AUTO REPAIR SERVICE, SUBJECT TO CONDITIONS IN THE DRAFT RESOLUTION.

FURTHER DISCUSSION: COMMISSIONER BORER ASKED IF THIS BUSINESS WOULD BE LIMITED TO ITS CURRENT OPERATIONS OR WHETHER THOSE COULD EXPAND.

SENIOR PLANNER MCDERMOTT REPLIED THAT THE BUSINESS COULD EXPAND AS LONG AS ALL OF THE CONDITIONS WITHIN THE CUP ARE MET. THEY STATED THAT THE CONDITIONS WERE WRITTEN TO ENSURE THAT IF OTHER SERVICES WERE PROVIDED THOSE WOULD BE LIMITED TO WHAT COULD BE DONE INSIDE THE FACILITY AND INOPERABLE VEHICLES COULD NOT BE LEFT ON THE SITE.

COMMISSIONER FRASER ASKED IF THE CITY WOULD NEED TO BE NOTIFIED IF THE OPERATION CHANGED TO CAR REPAIR.

SENIOR PLANNER MCDERMOTT REPLIED THAT THE CITY WOULD NOT NEED TO BE NOTIFIED BUT IF OPERATION WERE TO OUTGROW THE SITE, CITY STAFF COULD HELP TO FIND THEM A NEW LOCATION. THEY STATED THAT IF THE CONDITIONS COULD NO LONGER BE MET, THE USE WOULD NEED TO CEASE AT THIS LOCATION.

INTERIM PLANNING DIRECTOR PERDU STATED THAT THE CUP IS NOT SPECIFIC TO THE WINDOW TINTING BUSINESS AND THE CONDITIONS MATCH THE LARGER CATEGORY OF AUTO REPAIR TO ENSURE THAT ANY POTENTIAL OPERATION WOULD NOT IMPACT THE SITE OR LARGER COMMUNITY.

MOTION CARRIED UNANIMOUSLY.

City of Brooklyn Park
Request for Council Action

Agenda Item:	4.4	**Meeting Date:**	October 28, 2024
Agenda Section:	Consent	**Originating Department:**	Community Development
Resolution:	XX		
Ordinance:	N/A	**Prepared By:**	Erin McDermott, Senior Planner
Attachments:	5	**Presented By:**	Erin Perdu, Interim Planning Director
Item:	NorthPark Business Center Buildings XII and XIII – Extension of the Preliminary Plat approvals, and Final Plat for Planning Application DEV22-125		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-___ RATIFYING THE EXTENSION OF TIME GRANTED BY CITY STAFF TO REVIEW SCANNELL PROPERTIES #377, LLC'S APPLICATION RELATED TO THE FINAL PLAT OF NORTHPARK BUSINESS CENTER NINTH ADDITION.

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-____ APPROVING A FINAL PLAT FOR "NORTHPARK BUSINESS CENTER NINTH ADDITION" AT THE NORTHWEST INTERSECTION OF XYLON AVENUE NORTH AND OXBOW CREEK DRIVE.

Overview:

Planning Commission:

At the November 9, 2022 Planning Commission regular meeting, the commission unanimously (7-0) recommended approval of both the Preliminary Plat and Site Plan.

Summary:

The application is for a final plat. The initial application was processed in December 2022 for preliminary plat and site plan review to develop two 210,000 square foot warehouse buildings with attached office space.

Preliminary plats and site plan reviews are governed by different chapters within the City Code, Chapter 151 – Subdivisions, and Chapter 152 – Zoning. Within each chapter is a procedure established for each process, both of which permit for an extension after initial permissions have been granted. There are differing standards, however, as Chapter 151 approvals expire after one calendar year and require City Council approval for time extensions, whereas Chapter 152 approvals expire on December 31st of the year after the application was approved and extensions must be requested in writing but may be approved administratively.

The approvals for the site plan application are still valid, and the applicant will begin construction of one of the approved structures upon approval of the final plat.

Primary Issues/Alternatives to Consider:

1. Approve the extension of the Preliminary Plat and approve Final Plat as presented.
2. Approve the extension of the Preliminary Plat and approve Final Plat with modifications.
3. Deny the extension of the Preliminary Plat and approve Final Plat based on certain findings.

Budgetary/Fiscal Issues: N/A

Attachments:

4.4A RESOLUTION
4.4B RESOLUTION
4.4C PLANNING COMMISSION MINUTES
4.4D LOCATION MAP
4.4E PRELIMINARY AND FINAL PLATS

RESOLUTION #2024-

RESOLUTION RATIFYING THE EXTENSION OF TIME GRANTED BY CITY STAFF TO REVIEW SCANNELL PROPERTIES #377, LLC'S APPLICATION RELATED TO THE FINAL PLAT OF NORTHPARK BUSINESS CENTER NINTH ADDITION

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

1.00 RECITALS

1.01. Scannell Properties #377, LLC, an Indiana limited liability company ("Scannell") is the fee owner of certain real property described in Certificate of Title No. 1544561 and as legally described as follows:

Outlot A, NorthPark Business Center Seventh Addition, Hennepin County, Minnesota

(the "Property").

1.02. Scannell submitted a subdivision application related to the Property, including the preliminary plat application of NorthPark Business Center Ninth Addition, on September 30, 2022.

1.03. The preliminary plat and the site plan applications were approved by the City Council on November 28, 2022, by City Resolution No. 2022-134.

1.04. City Code Section 151.006 requires that a final plat be submitted within one year of the date of preliminary plat approval or the preliminary plat is deemed to be null and void.

1.05. City staff granted Scannell an extension to submit its application for final plat within the one year deadline, however, the City Code requires that any extension be approved by the City Council.

1.06. Pursuant to City Code Section 151.007, "a time extension request which encounters delays in the review process and through no fault of the applicant cannot be scheduled for Council action as anticipated may proceed through the process as anticipated to final resolution without jeopardy."

1.07. Scannell submitted its extension request within one year but was not aware that City Council approval of the extension was required. Therefore, the City Council may ratify City staff's grant extension pursuant to City Code Section 151.007.

2.00 TIME EXTENSION APPROVED

2.01. The Council hereby ratifies City staff's extension of the preliminary plat and the deadline for recording the final plat for the NorthPark Business Center Ninth Addition and hereby extends the final plat recording deadline to November 28, 2024.

3.00 EFFECTIVE DATE

3.01. This Resolution shall be in full force and effect from and after its passage.

RESOLUTION #2024-

RESOLUTION APPROVING FINAL PLAT “NORTH PARK BUSINESS PARK NINTH ADDITION”
AT THE NORTHWEST INTERSECTION OF XYLON AVENUE NORTH AND OXBOW CREEK DRIVE

Planning Commission File #22-125

WHEREAS, the plat of “NorthPark Business Park Ninth Addition” has been submitted in the manner required for platting of land under the Brooklyn Park Codes and under Chapter 462 of the Minnesota Statutes and all proceedings have been duly had thereunder, and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park, Final Plat Request #22-1251 “NorthPark Business Park Ninth Addition” shall be approved subject to the following conditions:

1. Title review by the City Attorney and all conditions therein.
2. Easement review and approval by the City Engineer and all conditions therein.
3. Submission of a CAD copy of the plat.
4. Any development must conform with the approvals granted by Resolution 2022-135.
5. No additional grading may occur without a permit issued by the City Engineer.

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

UNAPPROVED MINUTES

MINUTES OF THE BROOKLYN PARK PLANNING COMMISSION
Regular Meeting – NOVEMBER 9, 2022

1. CALL TO ORDER

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

2. ROLL CALL/PLEDGE OF ALLEGIANCE

Those present were: Commissioners Cavin, Fraser, Husain, Kiekow, Klonowski, Turnham, and Xiong; Council Liaison West-Hafner; Planning Director Mogush; Principal Planner Turnquest; and Associate Planner McDermott.

Those arrived late: None

Those not present were: Commissioner Reindorf and Commissioner Udomah (with prior notice).

3. EXPLANATION BY CHAIR

4. APPROVAL OF AGENDA

MOTION CAVIN, SECOND KLONOWSKI TO APPROVE THE NOVEMBER 9, 2022 AGENDA.

MOTION CARRIED UNANIMOUSLY.

5. CONSENT AGENDA

A. Minutes – October 12, 2022

Chair Husain noted on page six, the first roll call vote should show himself as voting nay and Commissions Kiekow as voting aye.

MOTION HUSAIN, SECOND KIEKOW TO APPROVE THE NOVEMBER 9, 2022 CONSENT AGENDA WITH THE NOTED CHANGE.

MOTION CARRIED UNANIMOUSLY.

6. PUBLIC HEARING

D. NorthPark Buildings XII & XIII – Preliminary Plat and Site Plan Review, #22-125 for two speculative warehouse buildings on a property zoned BP/PD – Business Park with a Planned Development Overlay.

Commissioner Klonowski recused herself from the discussion as her firm represents the design work for this project.

Principal Planner Turnquest introduced the application for preliminary plat and site plan review for NorthPark Buildings XII and XIII. She provided details on the subject site, adjacent uses, and zoning. She stated that the request would subdivide the outlot into two lots and one outlot. He applicant proposes two 210,000 square foot warehouse buildings with office space on lots one and two. She stated that all criteria have been met by the requests with more green space provided than required. She provided additional details on the proposed landscaping and noted

UNAPPROVED MINUTES

MINUTES OF THE BROOKLYN PARK PLANNING COMMISSION
Regular Meeting – NOVEMBER 9, 2022

that even with this development the entire NorthPark development would remain under the 70 percent impervious threshold. She noted that the building style and materials would be similar to the buildings that already exist within the development. Staff recommends approval of the request with the conditions noted.

Commission Chair Husain opened the public hearing.

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

Commissioner Cavin commented that with such large buildings, sustainability remains a discussion. He noted that he would love to see the applicant and designers attempt to enhance sustainability.

Chair Husain asked if the other buildings have been occupied.

Michael Conzemius, spoke in representation of the applicant, noting that building eight is mainly leased, nine is vacant and ten is mainly leased. He stated that they skipped over building 11 as that is a build to suit.

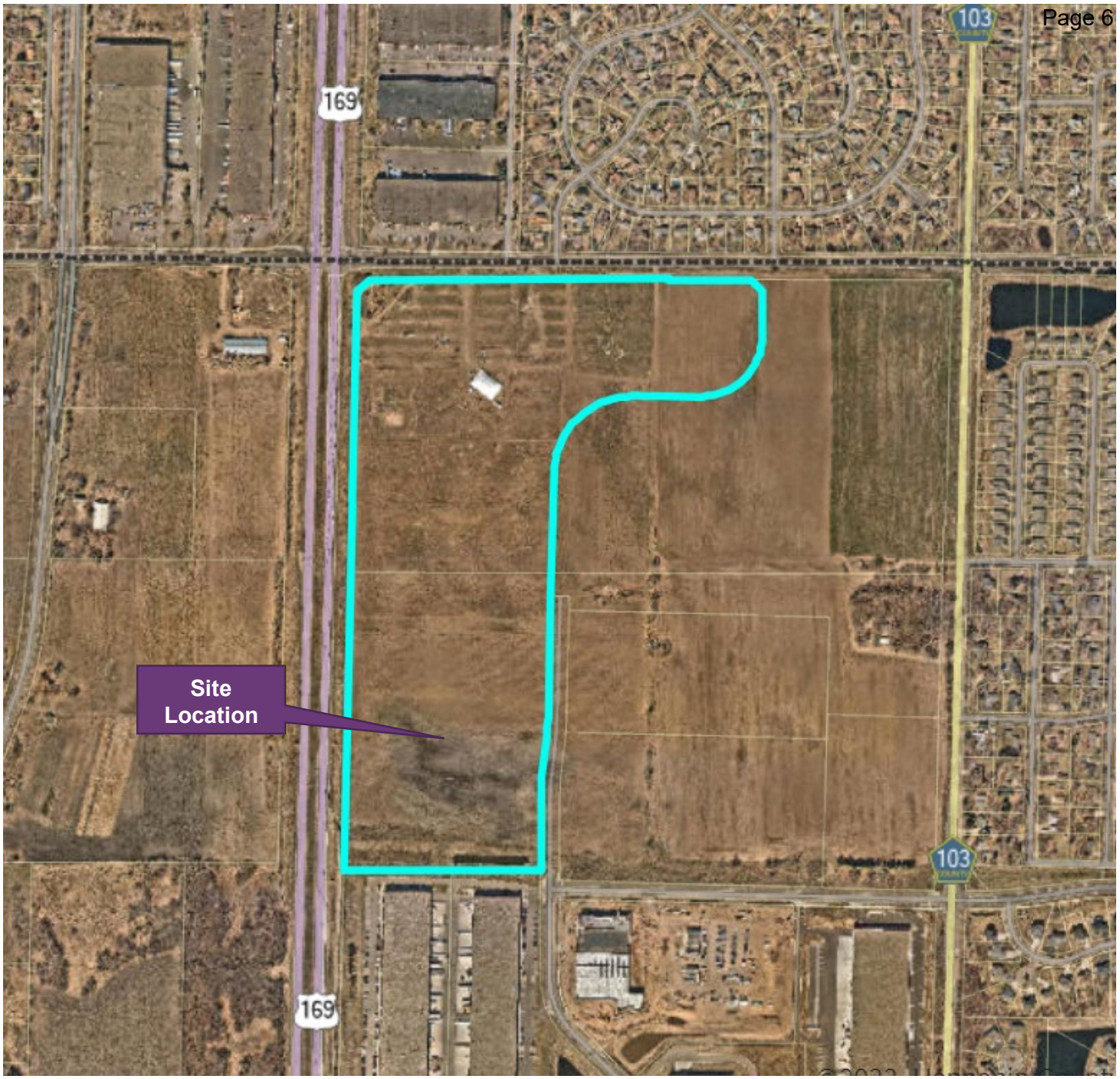
MOTION TURNHAM, SECOND CAVIN TO RECOMMEND APPROVAL OF PRELIMINARY PLAT FOR "NORTHPARK BUSINESS CENTER NINTH ADDITION" AT THE NORTHWEST INTERSECTION OF XYLON AVENUE NORTH AND OXBOW CREEK DRIVE.

MOTION CARRIED UNANIMOUSLY.

MOTION TURNHAM, SECOND CAVIN TO RECOMMEND APPROVAL OF A SITE PLAN FOR TWO 210,000 SQUARE FOOT WAREHOUSE BUILDINGS ON LOTS 1 AND 2, BLOCK 1, NORTHPARK BUSINESS CENTER NINTH ADDITION.

MOTION CARRIED UNANIMOUSLY.

Planning Director Mogush stated the public hearing item is scheduled to be reviewed at the City Council meeting on November 28, 2022.



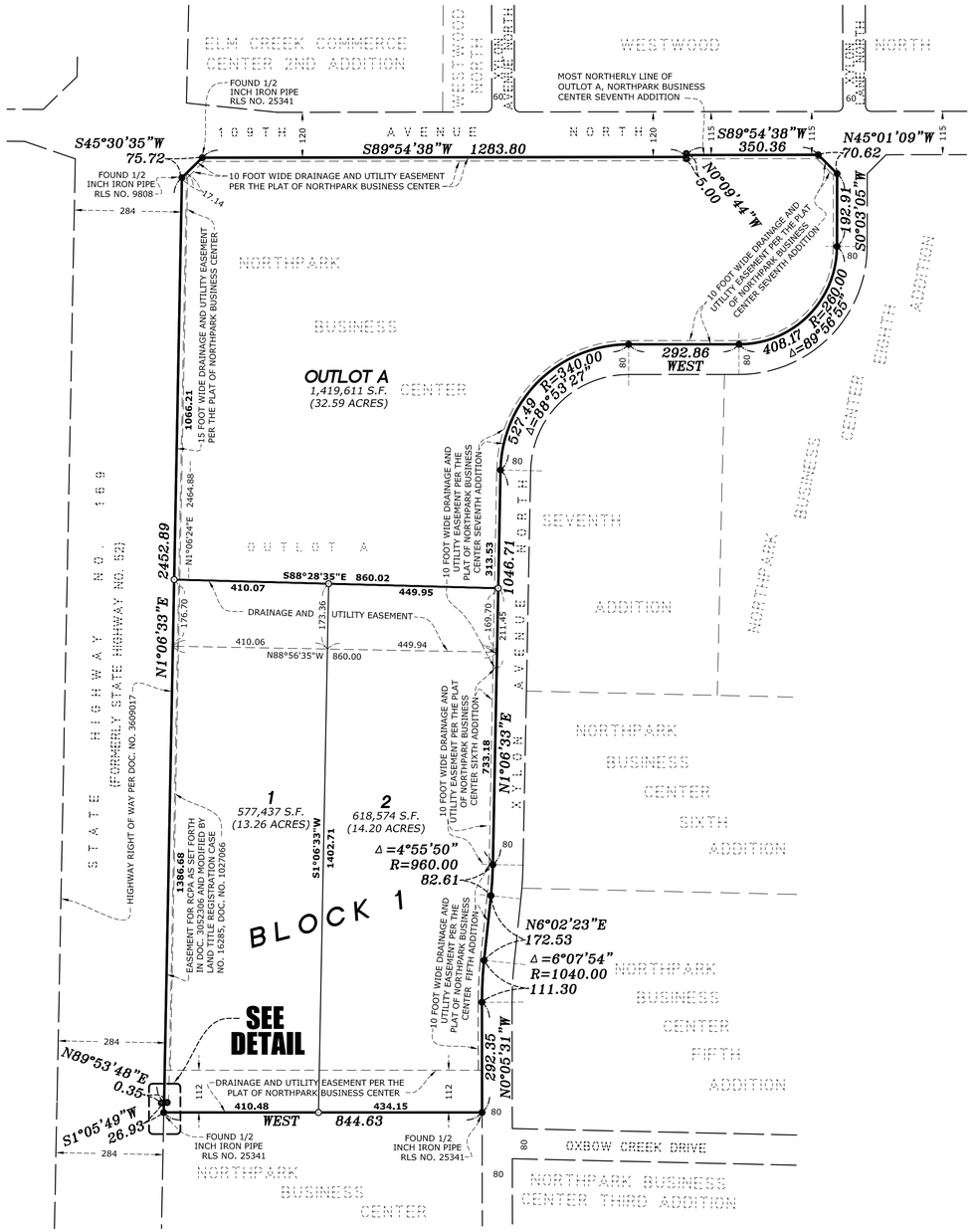
Preliminary Plat and Site Plan Review
Case #22-125 – NorthPark XII & XIII
Area of Request (Spring 2018 Air Photo)
Lot 1, Block 1, NorthPark Business Center Ninth Addition, and Lot 2, Block 2, NorthPark Business Center Ninth Addition

Brooklyn Park



PRELIMINARY COPY
AS OF 10-26-2022

NORTHPARK BUSINESS CENTER NINTH ADDITION
AREA EXHIBIT



NORTH

GRAPHIC SCALE

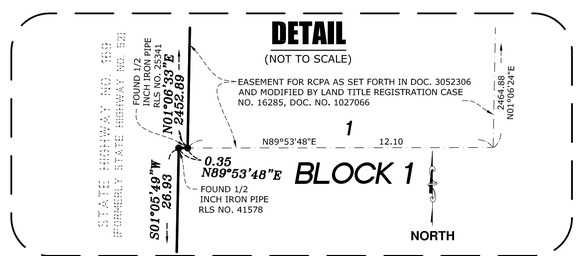
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(IN FEET)

- ○ DENOTES 1/2 INCH X 14 INCH IRON MONUMENT SET AND MARKED RLS NO. 25343.
- ● DENOTES 1/2 INCH IRON PIPE FOUND, MARKED RLS NO. 25343, UNLESS OTHERWISE SHOWN.

FOR THE PURPOSE OF THIS PLAT THE MOST NORTHERLY LINE OF OUTLOT A, NORTHPARK BUSINESS CENTER SEVENTH ADDITION, IS ASSUMED TO BEAR SOUTH 89 DEGREES 54 MINUTES 38 SECONDS WEST.

DETAIL
(NOT TO SCALE)



E.G. RUD & SONS, INC.
EST. 1977
Professional Land Surveyors

PRELIMINARY COPY
AS OF 09-18-2024

NORTHPARK BUSINESS CENTER NINTH ADDITION

R.T. DOC. NO. _____

KNOW ALL PERSONS BY THESE PRESENTS: That Scannell Properties #377, LLC, an Indiana limited liability company, owner of the following described property:

OUTLOT A, NORTHPARK BUSINESS CENTER SEVENTH ADDITION, Hennepin County, Minnesota.

Has caused the same to be surveyed and platted as NORTHPARK BUSINESS CENTER NINTH ADDITION and does hereby dedicate to the public for public use the easements for drainage and utility purposes as created by this plat.

In witness whereof said Scannell Properties #377, LLC, an Indiana limited liability company, has caused these presents to be signed by its proper officer this _____ day of _____, 20 ___.

Signed: SCANNELL PROPERTIES #377, LLC

_____
Marc Pfleging, Manager

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 20 ___, by Marc Pfleging, as Manager of Scannell Properties #377, LLC, an Indiana limited liability company, on behalf of the company.

_____ (Signature)

_____ (Print Name)
Notary Public, _____ County, _____
My Commission Expires _____

I James E. Napier do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20 ___.

_____
James E. Napier, Licensed Land Surveyor
Minnesota License No. 25343

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 20 ___, by James E. Napier.

_____ (Signature)

_____ (Print Name)
Notary Public, _____ County, Minnesota
My Commission Expires _____

CITY COUNCIL, CITY OF BROOKLYN PARK, MINNESOTA

This plat of NORTHPARK BUSINESS CENTER NINTH ADDITION was approved and accepted by the City Council of the City of Brooklyn Park, Minnesota at a regular meeting thereof held this _____ day of _____, 20 ___, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

CITY COUNCIL, CITY OF BROOKLYN PARK, MINNESOTA

_____ Mayor

_____ Manager

RESIDENT AND REAL ESTATE SERVICES, HENNEPIN COUNTY, MINNESOTA

I hereby certify that taxes payable in 20 ___ and prior years have been paid for land described on this plat, dated this _____ day of _____, 20 ___.

Daniel Rogan, County Auditor by _____ Deputy

SURVEY DIVISION, HENNEPIN COUNTY, MINNESOTA

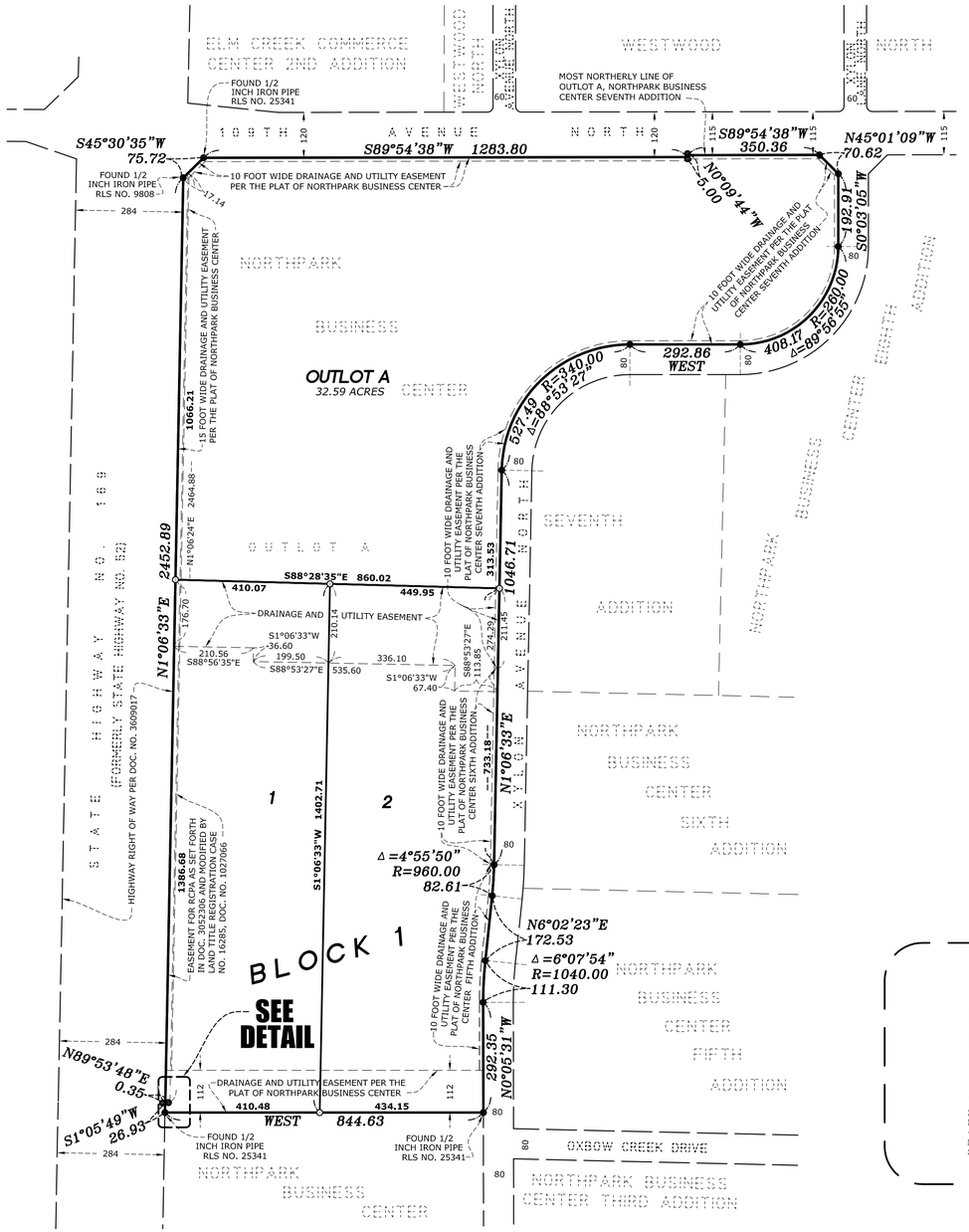
Pursuant to Minnesota Statutes Section 383B.565 (1969), this plat has been approved this _____ day of _____, 20 ___.

Chris F. Mavis, County Surveyor by _____

REGISTRAR OF TITLES, HENNEPIN COUNTY, MINNESOTA

I hereby certify that the within plat of NORTHPARK BUSINESS CENTER NINTH ADDITION was filed in this office this _____ day of _____, 20 ____, at _____ o'clock ___.M.

Amber Bougie, Registrar of Titles by _____ Deputy



NORTH

GRAPHIC SCALE

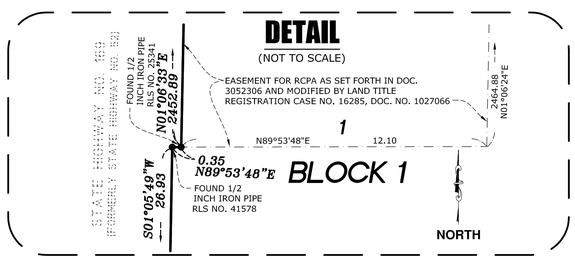
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(IN FEET)

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E.G. RUD & SONS, INC.
EST. 1977 Professional Land Surveyors

City of Brooklyn Park
Request for Council Action

Agenda Item:	4.5	**Meeting Date:**	October 28, 2024
Agenda Section:	Consent	**Originating Department:**	Community Development
Resolution:	X		
Ordinance:	N/A	**Prepared By:**	Erin McDermott, Senior Planner
Attachments:	4	**Presented By:**	Erin Perdu, Interim Planning Director
Item:	The Brook – An application by OV Development for a Final Plat at 6001 94th Lane North for a 192-unit Multiple Dwelling Development		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024- ___ APPROVING A FINAL PLAT FOR "THE BROOK" AT 6001 94TH AVENUE NORTH FOR THE CREATION OF ONE LOT.

Overview:

Planning Commission:

Planning Commission heard this request at the August 14, 2024 Regular Meeting, at which a public hearing was held. No members of the public were present to speak on this item. The Planning Commission voted unanimously in favor of recommendation of this application (7-0).

Summary:

City Council approved OV Development's site plan proposal of a 192-unit multiple dwelling at 6001 94th Ave. North at the August 24, 2024 Regular Meeting with the preliminary plat. All necessary reviews by Hennepin County and Kennedy and Graven have occurred, and the final plat prepared.

Primary Issues/Alternatives to Consider:

1. Approve the Final Plat as presented.
2. Approve the Final Plat with modifications.
3. Deny the Final Plat based on certain findings.

Budgetary/Fiscal Issues: N/A

Attachments:

4.5A RESOLUTION
4.5B LOCATION MAP
4.5C PLANNING COMMISSION MINUTES
4.5D FINAL PLAT

RESOLUTION #2024-

RESOLUTION APPROVING FINAL PLAT FOR “THE BROOK” AT 6001 94TH AVENUE NORTH FOR THE CREATION OF ONE LOT.

Planning Commission File #24-112

WHEREAS, the plat of “Six Ten Zane Fifth Addition” has been submitted in the manner required for platting of land under the Brooklyn Park Codes and under Chapter 462 of the Minnesota Statutes and all proceedings have been duly had thereunder, and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park, Preliminary Plat Request #23-101 “Six Ten Zane Fifth Addition” shall be approved subject to the following conditions:

1. Title review by the City Attorney and all conditions therein.
2. Easement review and approval by the City Engineer and all conditions therein.
3. Submission of a CAD copy of the plat.
4. Official approvals of a formal Site Plan Review must be obtained prior to any development of the site.
5. No additional grading may occur without a permit issued by the City Engineer.

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



Preliminary and Final Plat; Site Plan Review
Case #24-112 – The Brook
Area of Request (August 2023 Air Photo)
6001 94th Avenue North

Brooklyn Park



UNAPPROVED MINUTES

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

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.

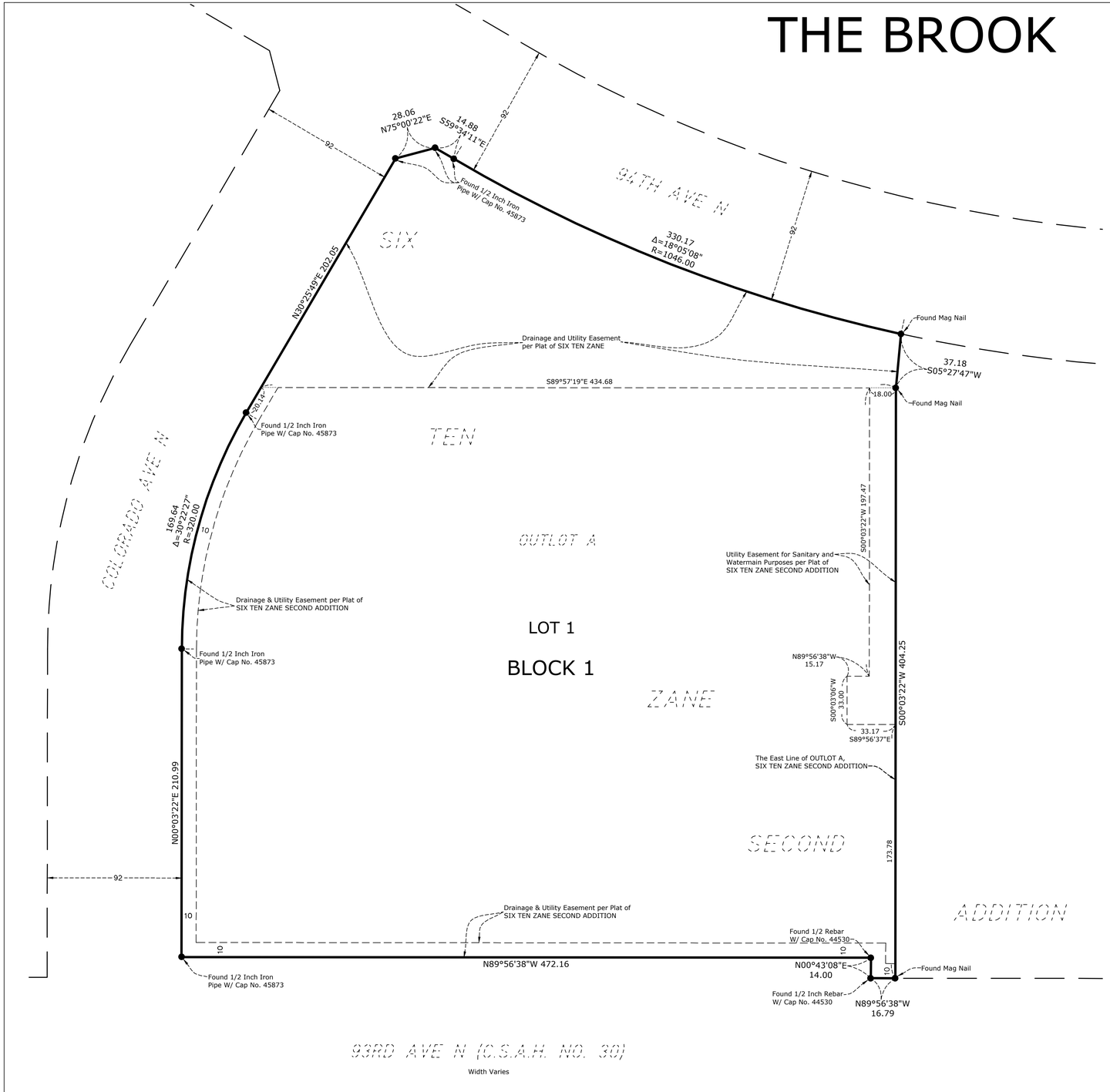
MOTION UDOMAH, SECOND GAYE-BAI TO RECOMMEND APPROVAL OF A SITE PLAN FOR A 192-UNIT MULTIPLE DWELLING, SUBJECT TO THE CONDITIONS CONTAINED IN THE DRAFT RESOLUTION.

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.

THE BROOK

C.R. DOC. NO _____



KNOW ALL PERSONS BY THESE PRESENTS: That OVMF-The Brook LLC, a Delaware limited liability company, fee owner of the following described property:

OUTLOT A, SIX TEN ZANE SECOND ADDITION.

Has caused the same to be surveyed and platted as THE BROOK.

In witness whereof said OVMF-The Brook LLC, a Delaware limited liability company, has caused these presents to be signed by its proper officer

this _____day of _____, 20_____.

SIGNED: OVMF-The Brook LLC

By:_____ Its:_____

STATE OF _____, COUNTY OF _____

This instrument was acknowledged before me this _____day of _____, 20_____, by _____, the _____

of OVMF-The Brook LLC, a Delaware limited liability company, on behalf of the company.

_____ _____ My Commission Expires:_____
Notary Public, Signature Notary Public, Printed Name

Notary Public _____County,_____

SURVEYORS CERTIFICATE
I Rory L. Synstelien do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been or will be set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____day of _____, 20_____.

_____
Rory L. Synstelien, Licensed Land Surveyor
Minnesota License No. 44565

STATE OF MINNESOTA, COUNTY OF HENNEPIN

This instrument was acknowledged before me this _____day of_____, 20_____, by Rory L. Synstelien.

_____ _____ My Commission Expires:_____
Notary Public, Signature Notary Public, Printed Name

Notary Public _____County, Minnesota

CITY COUNCIL, CITY OF BROOKLYN PARK, MINNESOTA

This plat of THE BROOK was approved and accepted by the City Council of the City of Brooklyn Park, Minnesota at a regular meeting thereof held

this _____day of _____, 20_____, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

City Council, City of Brooklyn Park, Minnesota

By:_____, Mayor By:_____, Manager

COUNTY AUDITOR, Hennepin County, Minnesota

I hereby certify that taxes payable in 20_____ and prior years have been paid for land described on this plat, dated this _____day of _____, 20_____.

Daniel Rogan, County Auditor

By:_____, Deputy

SURVEY DIVISION, Hennepin County, Minnesota

Pursuant to Minnesota Statutes Section 383B.565 (1969), this plat has been approved this _____ day of _____, 20_____.

Chris F. Mavis, County Surveyor

By:_____

COUNTY RECORDER, Hennepin County, Minnesota

I hereby certify that the within plat of THE BROOK was recorded in this office this _____ day of _____, 20_____, at _____O'Clock _____M.

Amber Bougie, County Recorder

By:_____, Deputy

N

40 20 0 20 40 80
SCALE IN FEET

Bearings are based on the east line of OUTLOT A, SIX TEN ZANE SECOND ADDITION having an assumed bearing of S 00°03'22" W

● Found Iron Monument (see map for type)

CivilSite GROUP

City of Brooklyn Park
Request for Council Action

Agenda Item:	4.6	**Meeting Date:**	October 28, 2024
Agenda Section:	Consent	**Originating Department:**	Community Development
Resolution:	X		
Ordinance:	N/A	**Prepared By:**	Erin McDermott, Senior Planner
Attachments:	6	**Presented By:**	Erin Perdu, Interim Planning Director
Item:	6301 Welcome Ave - Conditional Use Permit, #24-115 for an Auto Oriented Repair Service on a Property Zoned BP		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024- ____ 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.

Overview:

Staff outlines a compliance plan in the background and next steps sections of this report, including the recommendation of denial of the sitewide request in favor of individual Conditional Use Permits (CUPs) for individual tenancies in line with current standard operating procedure for multi-tenant developments. Staff wants to affirm that the denial of this request does not revoke the right to auto oriented repair on this property as CUP #1989-3442 will remain in effect until an action is taken to revoke the existing CUP.

Background:

The subject property, 6301 Welcome Avenue and the neighboring property to the north are under joint ownership, and part of a development known as Welcome Square. The subject property 6301 Welcome Avenue was issued a Conditional Use Permit (CUP) in 1989 (CUP #1989-3442) at the time of site plan review. When the property was developed it was under different ownership, of the business that was developing with the intent of running an auto repair business. Their application documents reflected a business plan consistent with the conditions of approval, which suited the needs of their business at the time. The original auto repair business no longer operates from this site.

The land use of "Auto Oriented Repair Facility" within the Brooklyn Park Zoning Code encompasses a number of different auto repair businesses such as auto body work, mechanical repairs, paintless dent repair, window tinting. With the extreme variation within this specific land use, conditions that reasonably encompass the needs of one business may hinder the reasonable uses necessary for other businesses. This example is illustrated with the existing condition prohibiting vehicle lifts at 6301 Welcome Avenue, which may have been reasonable in 1989, but unnecessarily limits vehicle repair services.

Staff held an open house with the property owner and applicant of this request, Caspian Tigers, LLC and tenants of the Welcome Square development to discuss the needs of the individual businesses, the differences of the CUPs between the properties, as well as the health and safety concerns posed by neighboring property owners, the Environmental Health Division, as well as Brooklyn Park Fire and Police Departments. The discussion was successful in educating tenants of requirements they were previously unaware of, setting expectations with the property owner in enforcement of safety regulations on their property, and discussing options that do not encroach on the expectation of safety for the residential property owners.

Based on the conversation with the tenants, and consistent with current land use application procedures adopted by the City after the issuance of the original CUP, it was determined that a more individualized tactic would be beneficial in this situation. This approach would protect the businesses who are compliant with the zoning code and all other regulations, where currently these businesses are all at risk of being displaced based on the actions of a few tenants who are disinterested in compliance. In other multi-tenant developments across the City, each tenant is required to obtain a CUP specific to their tenancy such as the Edinburgh Center development and the recently issued Class II restaurant applications for two tenancies within the same structure. The property now has 3 existing CUPs for this use. This approach is also consistent with the Brooklyn Park 2040 Comprehensive Plan Chapter 6 – Economic Development, Sections 6.5 Community Wealth Building, and 6.6.1 Promote robust local restaurant, retail, bioscience, precision manufacturing, and service markets. By supporting the local businesses, many of which are also owned by Brooklyn Park residents, we are supporting service businesses as well as creating community wealth by supporting small businesses at a location that is easily accessible with affordable rents. This approach also benefits the property owner, as it removes restrictions that would require a long-term tenant to relocate if upheld, as well as permitting the use moving forward in a manner that should minimize enforcement actions.

Safety of the residential property owners in proximity to the subject property is also a priority. 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 environmental concerns of Auto Oriented Repair businesses who are painting vehicles outside of their tenancies, when it is required by the MPCA that it occur within a paint booth and the impact of outdoor storage of junk vehicles and tires, which are both a public nuisance and an eyesore. 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. Several residential properties have reported vehicles being dropped off for repair or parked by employees blocking their driveways. While residents have been directed to call law enforcement of these issues, it is an avoidable misuse of the Brooklyn Park Police Department who is disproportionately called to this property for parking concerns.

Staff initially 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, with the opportunity of one extension of 60 days putting the deadline for action at December 15, 2024. Staff is recommending denial of the application currently under consideration, per the Planning Commission recommendation, with the understanding that the existing CUP 1989-3442 still permits Auto Oriented Repair on this property.

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.

Next Steps:

Staff has considered this request from the perspective of City and Statutory regulations, as well as from the property owner and neighboring property owner's perspectives and the most beneficial course of action to all parties involves the following steps:

1. Denial of the request for a property-wide CUP, consistent with Legal Counsel and Planning Commission recommendations.
2. Work with the auto repair tenants of both 6301 and 6317 Welcome Avenue on processing individual CUPs that review individual parking and environmental aspects of their business processes and outline what compliance looks like on an individual basis.
3. Take action to revoke the currently existing CUPs that are site wide to ensure the issue does not persist.
4. Address compliance issues with the property owner and individual tenants moving forward.

5. Recommend staff review existing auto repair regulations in the Zoning Code, including a review of comparable municipalities regulations on this use.
6. Recommend staff review on-street parking in this area to determine if it is reasonable and appropriate to post “No Parking” signs on both sides of the street.

Planning Commission:

The Planning Commission held a public hearing and discussed this item at the September 11, 2024 Regular Meeting. Two property owners of the townhomes to the east of Welcome Avenue were present and expressed concern of public nuisance activities negatively impacting neighboring property owners. The landlord conveyed that he feels the properties are coming closer to compliance than they were at the time of application for the 6317 Welcome CUP which was issued in October 2023. Planning Commission voted unanimously (7-0) to recommend denial of the application and adoption of the findings of fact provided by staff.

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 120-day	 October 15, 2023 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 Welcome Avenue'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.

Primary Issues/Alternatives to Consider:

1. Deny the Conditional Use Permit request based on the attached findings and recommend staff proceed with the recommended compliance plan.
2. Deny the Conditional Use Permit request based on the attached findings, leaving CUP 1989-3442 in place with no further action.
3. Deny Conditional Use Permit and request staff begin revocation proceedings for the existing CUP.
4. Recommend approval of this request for a CUP.

Budgetary/Fiscal Issues: N/A

Attachments:

4.6A RESOLUTION
4.6B LOCATION MAP
4.6C CUP 1989-3442
4.6D PREVIOUS SUBMISSIONS – DEV23-111
4.6E RESIDENT SUBMISSIONS
4.6F PLANNING COMMISSION MINUTES

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

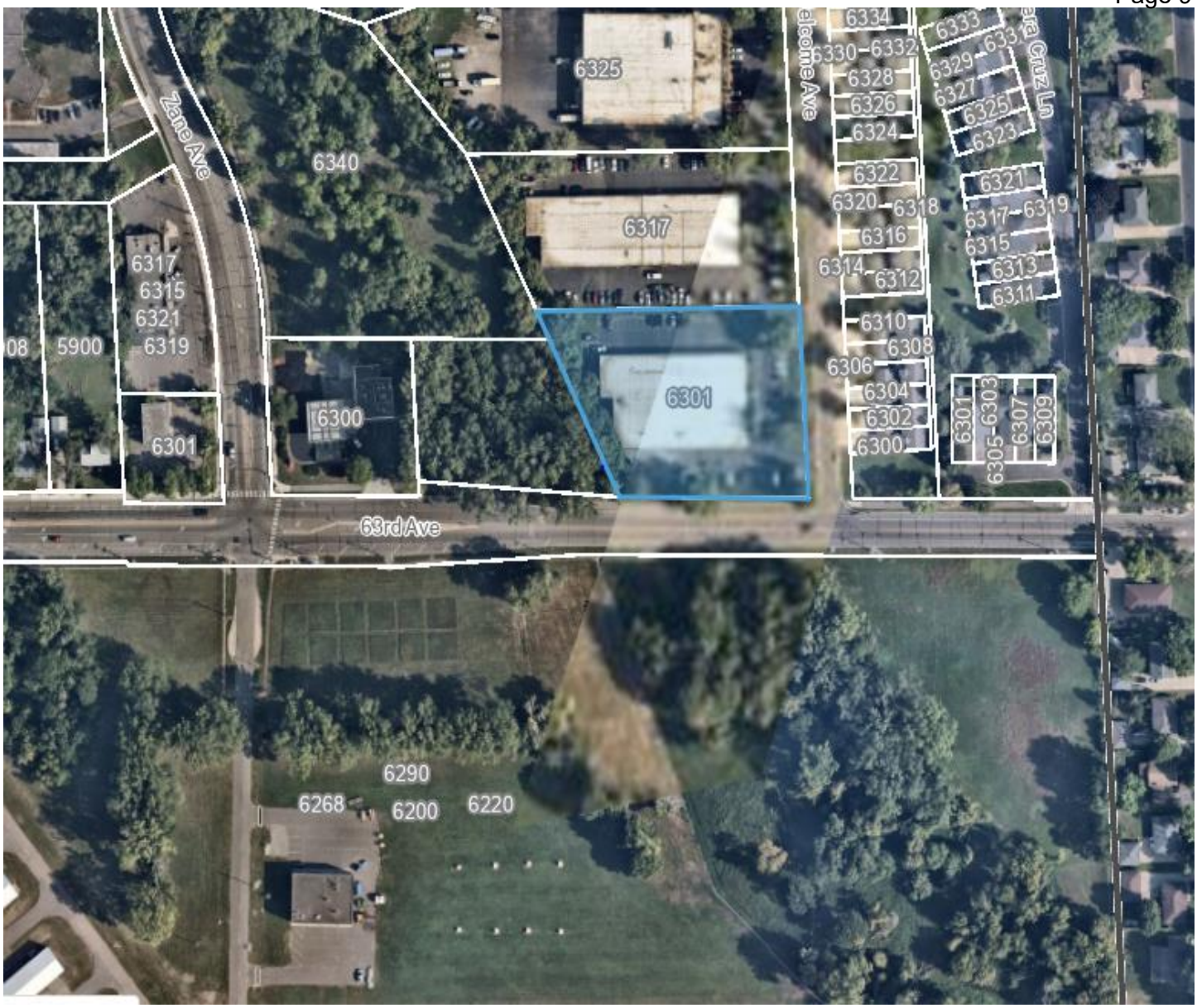
WHEREAS, the Planning Commission has reviewed the conditional use permit application for an auto oriented repair facility, and finds the request:

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.



Conditional Use Permit
Case #24-115 – 6301 Welcome Ave N (CUP)
Area of Request (August 2023 Air Photo)
6301 Welcome Ave N

Brooklyn Park



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 J Krautkremer
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 J Maikkula
MYRNA MAIKKULA, CITY CLERK

(SEAL)

REQUEST FOR COUNCIL ACTION

AGENDA SECTION: PLANNING	MEETING DATE: 7-24-89
	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

CITY OF BROOKLYN PARK

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 Engc TO WAIVE THE READING AND ADOPT RESOLUTION #1989-148 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 pond 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.

EXHIBIT Z, Page 2 of 4
Dan Pettis, C.U.P. #1989-3442

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.

EXHIBIT Z, Page 3 of 4
Dan Pettis, C.U.P. #1989-3442

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

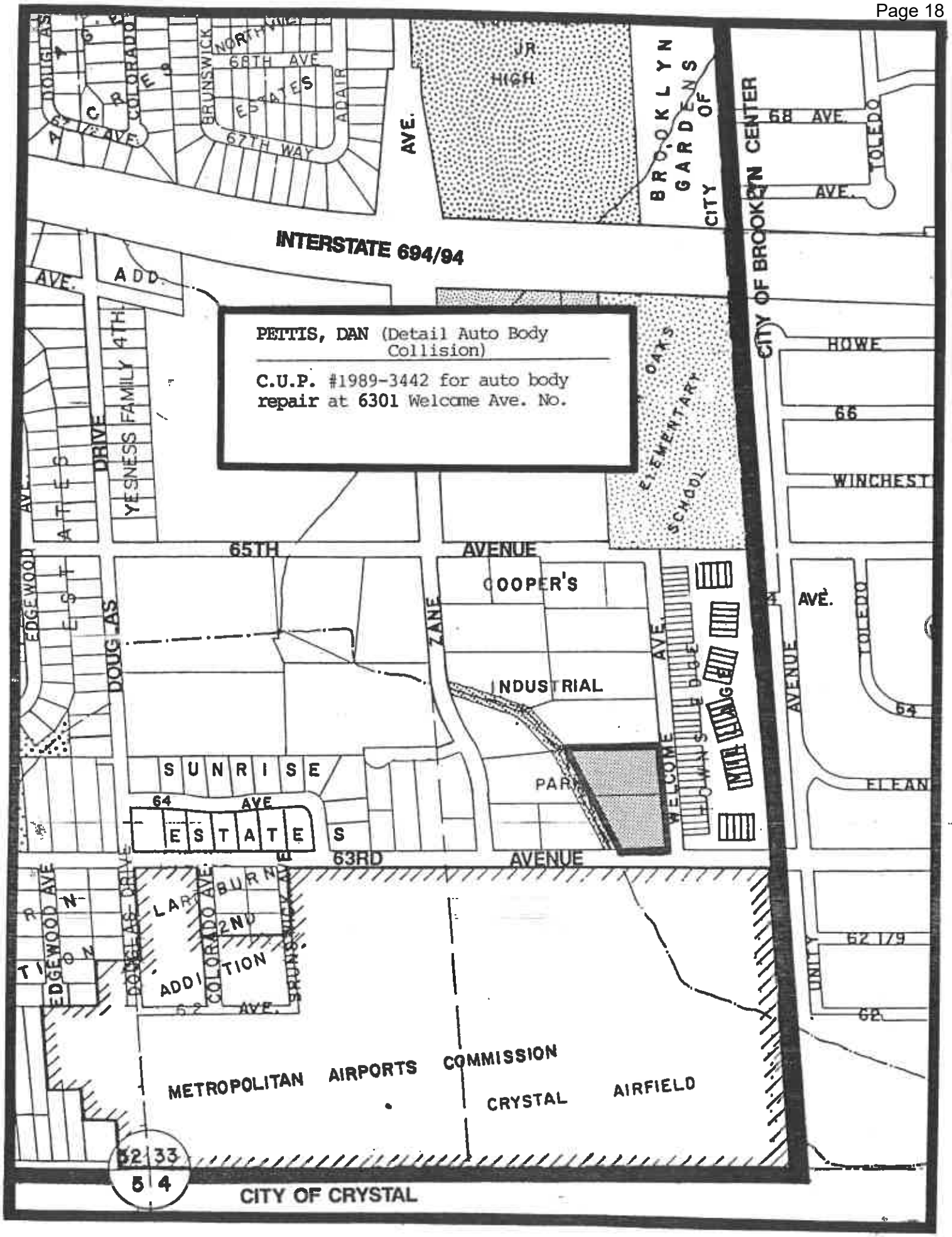
_____

By _____

Title _____

Witness _____

Witness _____


PETTIS, DAN (Detail Auto Body Collision)
C.U.P. #1989-3442 for auto body repair at 6301 Welcome Ave. No.
INTERSTATE 694/94
JR HIGH
BROOKLYN GARDENS OF
CITY OF BROOKLYN CENTER
68TH AVE
67TH WAY
67TH AVE
BRUNSWICK
NORTHWEST
ESTATES
ADAIR
DOUGLAS
COLORADO
TOLEDO
HOWE
WINCHEST
ELEMENTARY SCHOOL
OAKS
YESNESS FAMILY 4TH ADD
DRIVE
ATLES
65TH AVENUE
COOPER'S
INDUSTRIAL
PARK
WELCOME
ZANE
EDGEWOOD
EAST
SUNRISE
ESTATES
64 AVE
63RD AVENUE
LARBURN
2ND ADDITION
COLORADO AVE
DOUGLAS DRIVE
BRUNSWICK
62 1/2 AVE.
62 1/2
62
METROPOLITAN AIRPORTS COMMISSION
CRYSTAL AIRFIELD
52 33
5 4
CITY OF CRYSTAL

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.

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

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

Thomas C. Bakritges
Associate Planner

TCB:baz

DATE: MAY 15, 1989

TO: PLANNING COMMISSION
ATTN: GARY BERG

FROM: JOE FAUST, FIRE INSPECTOR

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.

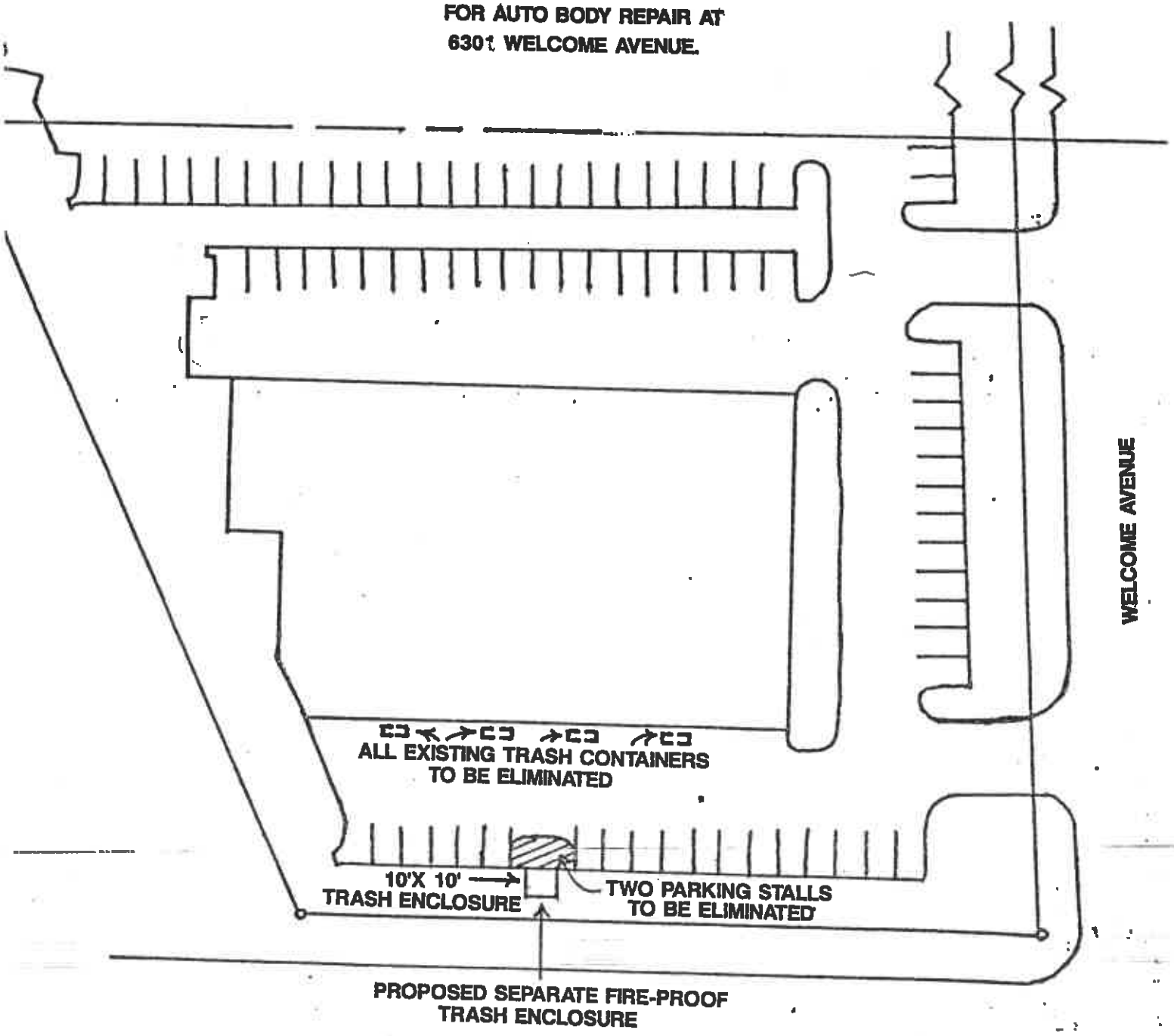
5. Air make-up system must provide minimum air flow for building as called for in Uniform Building and Mechanical Codes.

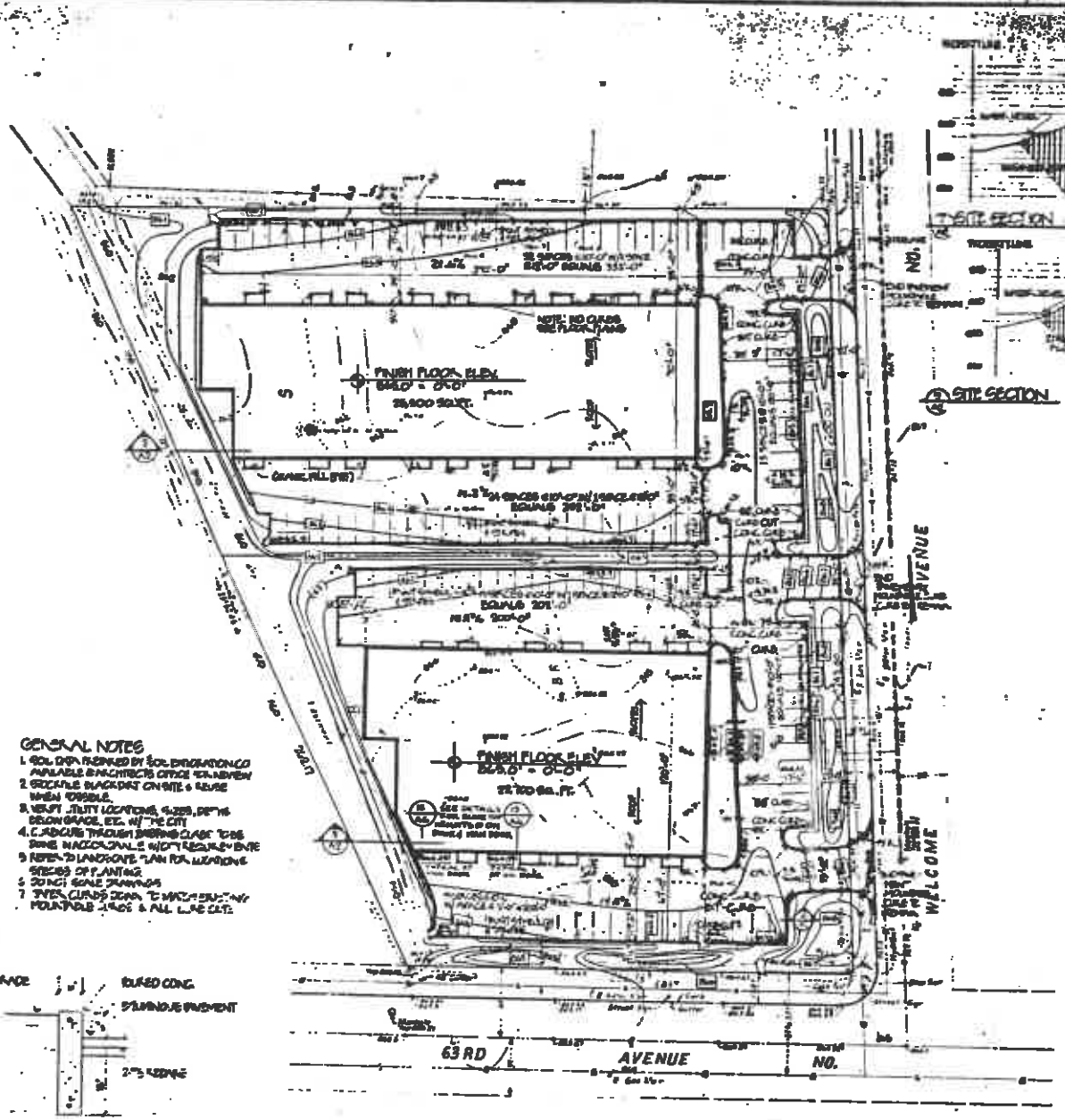
hds

DETAIL

PLANNING STAFF RECOMMENDATION

FOR: DAN PETTIS, C.U.P. #1989-3442
FOR AUTO BODY REPAIR AT
6301 WELCOME AVENUE.

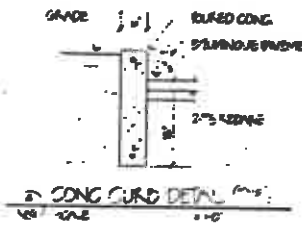




GENERAL NOTES

1. SOIL DATA TAKEN BY SOIL EXPLORATIONS CO. AVAILABLE IN ARCHITECTS OFFICE FOR REVIEW
2. SEDIMENT BARRIERS ON SITE & REVISE WHEN POSSIBLE.
3. VERIFY UTILITY LOCATIONS, SIZES, DEPTHS, DESIGN GRADE, ETC. W/ THE CITY
4. CONFIGURE THROUGH SPEEDING CURB TO BE SAME WHERE POSSIBLE (NOT REQUIRED) ENTIRE
5. REFER TO LANDSCAPE PLAN FOR LOCATIONS, SPECIES OF PLANTING
6. ZONING SCALE DRAWINGS
7. TYPE CURBS DOWN TO WATER PENETRATING FOUNDATION WALLS & ALL LOW SPOTS

Scale: 1" = 30'



2" CONC CURB DETAIL

SURVEYOR: GITMOUL CO. INC.
DESCRIPTION: LOTS 1 THRU 6 BLOCK 1 LOCATORS INDUSTRIAL PARK AREA BEING A PLAT OF PART OF THE NW 1/4 OF THE SW 1/4 OF SECTION 32 TOWNSHIP 119 RANGE 21 HENNEPIN COUNTY MINNESOTA

We hereby certify that this is a plan and accurate representation of a survey of the boundaries of the land above described and of the location of all buildings, if any, thereon, and all visible encroachments, if any, found on said land

Dated this 6th day of February, 1989.

[illegible]

NOTE: Bearings shown are assumed.

NOTE: All information as to location, size and elevation of sewers and water mains is obtained from records of the Engineering Department of the City of Brooklyn Park and have not been verified by survey. Location, size and pressure of gas mains was obtained from the Engineering and Industrial Departments of the Minneapolis Gas Company.

BENCH MARK: Top of hydrant at the northwest corner of 63rd Avenue North and Welcome Avenue North Elevation 868.72.

NOTE: Due to extreme ice and snow conditions, all physical features may not be shown as they are not presently visible.

SITE PLAN
SCALE 1" = 30'

SITE DATA

ZONE I-1
BUILDING OCCUPANCY B-2
TYPE OF CONSTRUCTION 2B
FIRE ZONE 1
DEVELOPMENT STAGE (CONSTRUCTION)
TOTAL FLOOR AREA 49,000 SQ. FT.
TOTAL BUILDING AREA 49,000 SQ. FT.
TOTAL GREEN AREA 41,471 SQ. FT.
TOTAL SITE AREA 109,401 SQ. FT.
FLOOR AREA RATIO 0.45

PARKING DATA
(PROJECTED)

OFFICE	105
MANUFACTURING	85
WAREHOUSE	105
PARKING REQ.	295 SPACES
PARKING PROVIDED	295 SPACES
HANDICAPPED SPACES REQ.	6 SPACES
HANDICAPPED PROVIDED	6 SPACES

PLAN ISSUED
SEP 28 1989
Date to be Removed To
[illegible]

DO NOT BASE BIDDING
[illegible]

PLAN ISSUED
SEP 28 1989
Date to be Removed To
[illegible]

WELCOME SQUARE
MORK

PROJECT NO.
DRAWN BY
DATE

A2

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.

Dan Petti 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 af the air handling system required for Detail Collision Center located at 6301 Welcome Ave. No. Units 27&28.

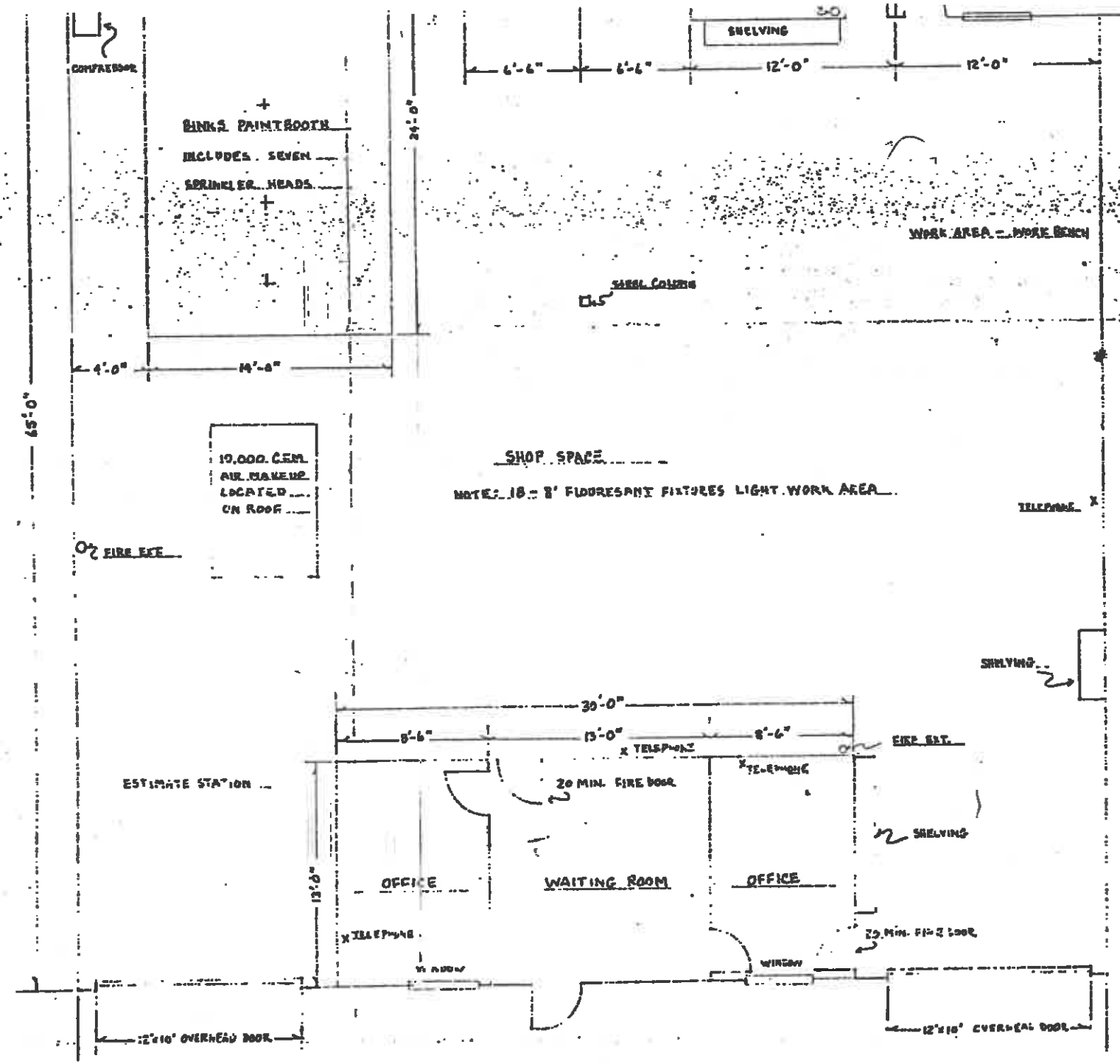
The Second Phase or part is to supply 3/4 CFM make up air for approx. 3000 Sq. feet of shop space or 2250 CFM.

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

SIGNED Dan Pettis OWNER

SIGNED Jack T. Mussett OWNER

DATED April 19. 1989



FLOOR PLAN
DETAIL COLLISION CTR.
6301 WELCOME AVE. N.
UNITS 27:28
SCALE: 3/16" = 1'-0"

4.66 CUP 1989-3442
Page 29

UNAPPROVED MINUTES

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 FEESS, 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	Premises	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	Commencement Date	**09/01/2023**
1.3	Term	**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	Base Rent	Base Rent shall be the following amounts for the following periods of time: Period Covered — Monthly Base Rent **9/1/2023 - 08/31/2024 — $0.00**
1.5	Tenant's CAM Pro Rata Share	**0.00% @ $0.00 sqft** See Section 3.3. Monthly Amount is **$0.00**
1.6	Security Deposit	**$0.00**
1.7	Tenant's Notice Address Email Address Phone Number	**Tenant** **Address** See Section 18 **Phone** **Email**
1.8	Landlord's Notice Address	**Caspian Tigers, LLC** **7401 Bush Lake Rd** See Section 18 **Edina, MN 55439**
1.9	Insurance Requirement	**$1,000,000** public liability, bodily injury and property damage combined policy. See Section 10.
1.10	Utilities	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. <u>Surrender/Hold Over</u>.

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 untenantable, 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 then 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, distributes, 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.

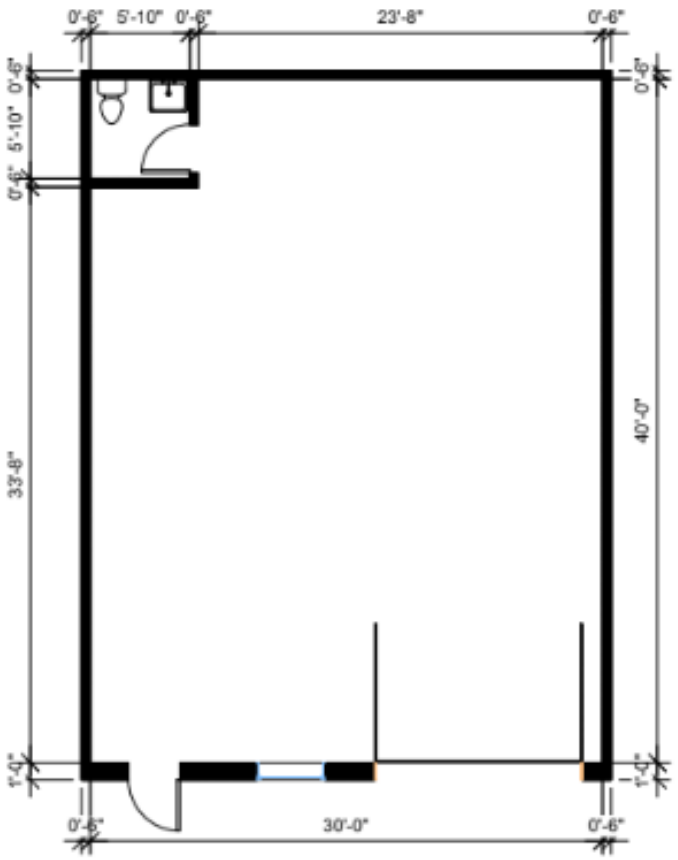
IN WITNESS WHEREOF, Landlord and Tenant have signed and sealed this Lease as of the day and year first above written by their duly authorized partner or officer, as the case may be.

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:
_____

Tow Codes (Initial all approved reasons for which vehicles may be towed.)
(The parking violations listed below are for PATROL or LIMITED PATROL accounts only)

Code **Reason for Tow**

A _____No valid permit. No valid resident or tenant permit. Expired visitor permit/pass.

B_____ Tow away zone. Sign posted and/or pavement markings.

C_____ Abandoned. Broken window(s) vehicle on jacks, blocks, missing wheels, major parts, remained parked in the same location for longer than 48 hours. Vehicle must be stickered for a minimum of 24 hours before towing.

D _____Fire lane. Vehicle parked in a designated fire lane.

E_____ Security or Law Enforcement Officer may call to have vehicles towed.

F _____Flat tire(s). Vehicle must be stickered for a minimum of 24 hours before towing.

G _____ No (please circle each that apply)
A. boats allowed
B. trailers allowed
C. campers allowed
D. motorhomes allowed

H _____Management request.
I Health hazard. Vehicle leaking fluids(Federal or City environmental violation), full of trash or hazardous bios (rotten food or similar substances).

J_____ Vehicle wrecked or inoperable. Broken window(s) vehicle on jacks, blocks, missing wheels, major parts, engine, or transmission. Vehicle must be stickered for a minimum of 24 hours before towing.

K_____ No tractor trailer or large (above 1 ton) commercial vehicle parking on property.

L _____Vehicle parked on grass, off the pavement, or landscaping.

M_____ Handicap violation. Vehicle parked in handicap space, ramp or unloading zone with no handicap permit or expired handicap permit.

N_____ Vehicle blocking, parked in driveway, aisle, or parked next to a red curb.

0_____No after-hours parking. Violation of" No After-Hours Parking" rule(vehicle parked on property after business is closed) (same as no overnight parking)

P_____ Hindering access, blocking dumpster, building entrances, loading docks or zones, etc ...

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.

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

S_____ Reserved *I* 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.

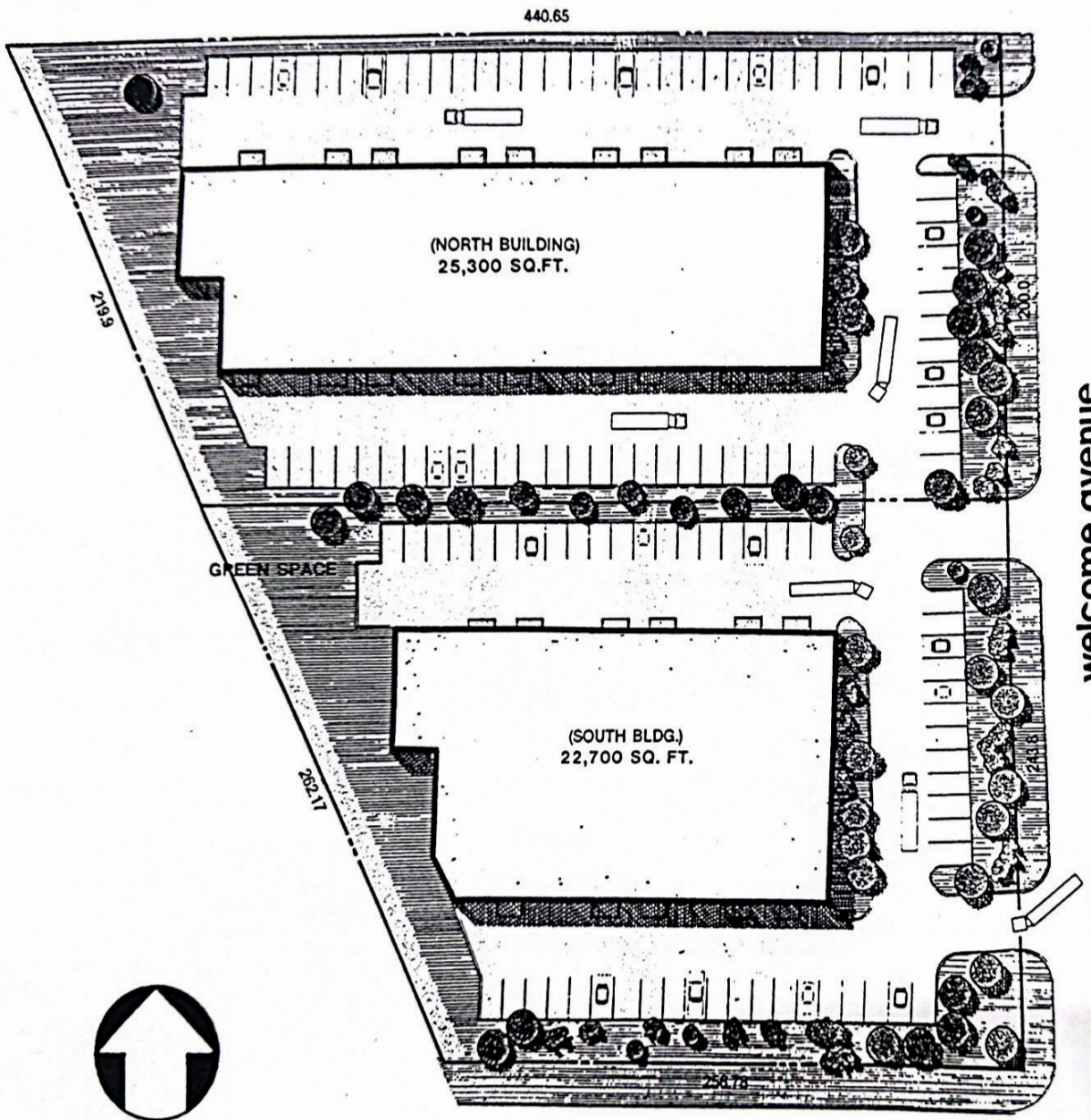
Acceptance

_____ _____

Property Representative Witness

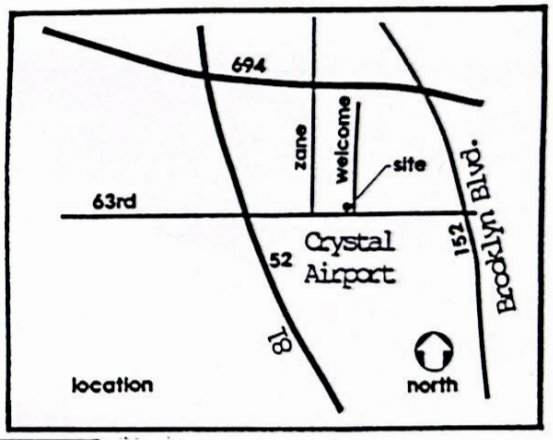
Date:_____

WELCOME SQUARE BUSINESS PARK
BROOKLYN PARK, MINNESOTA



site plan

TOTAL BUILDING AREA	48,000 sq. ft.
TOTAL PARKING AREA	62,530 sq. ft.
TOTAL GREEN AREA	42,879 sq. ft.
TOTAL SITE AREA	153,409 sq. ft.



Sherman P. Malkerson
Partner

The C. Chase Company
CORFAC INTERNATIONAL
Real Estate Brokerage and Consulting

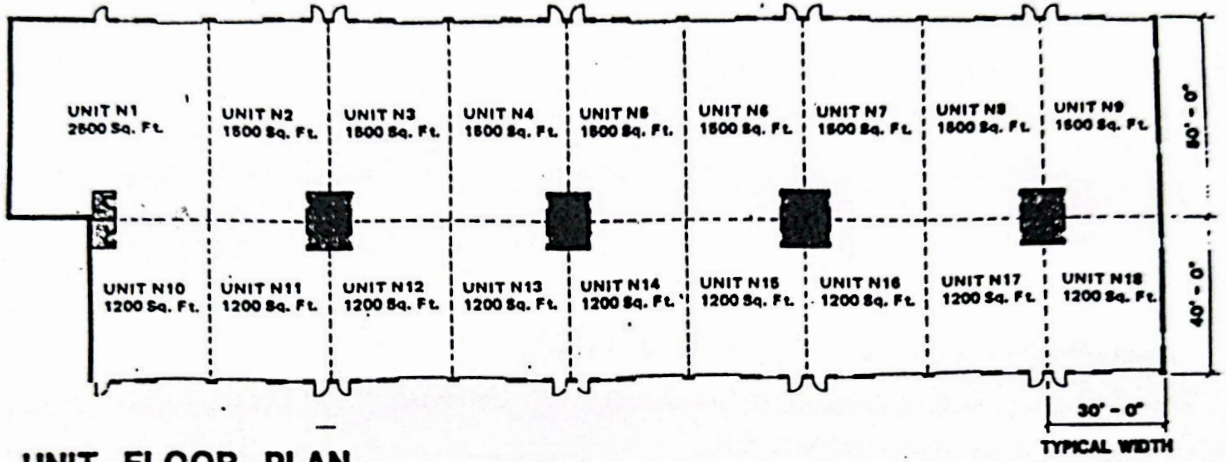
5353 Gamble Drive, Suite 310 • Minneapolis, MN 55416-1509
Direct: 952-525-1635 • Office: 952-525-1000
Fax: 952-525-1335
smalkerson@cchaseco.com • www.cchaseco.com

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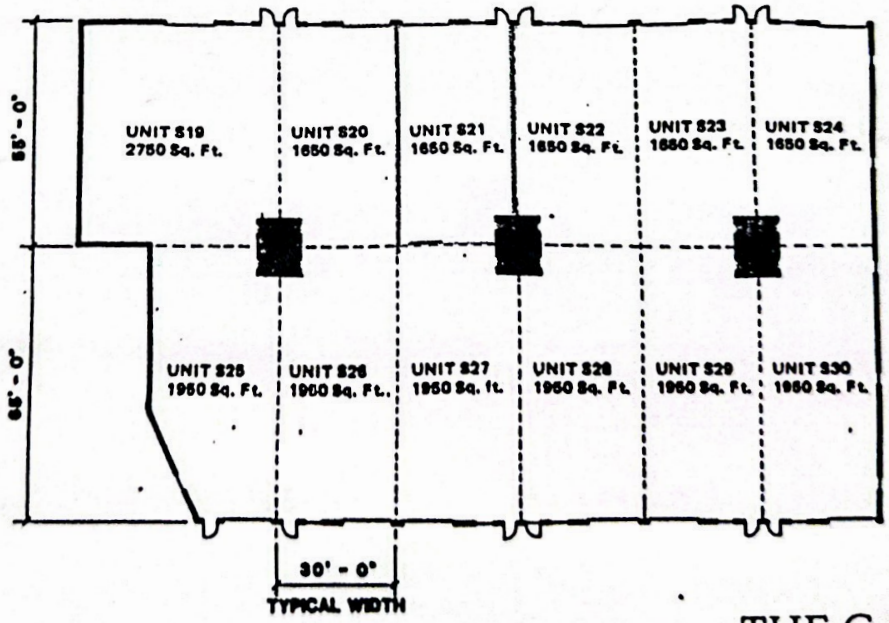
WELCOME SQUARE BUSINESS PARK
BROOKLYN PARK, MINNESOTA

TOTAL NUMBER OF UNITS 30

TOTAL SQUARE FEET 48,000



UNIT FLOOR PLAN



THE C. CHASE COMPANY
Real Estate Brokerage and Consulting

EXHIBIT A

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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 seize.

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


6325















Erin McDermott

From: Lauren Cole <johnsonlauren5@gmail.com>
Sent: Wednesday, August 28, 2024 6:35 PM
To: Erin McDermott
Subject: 6301 welcome ave
Attachments: IMG_4840.MOV

This is from just today they're parking on our grass and running over our irrigation. We have at least three sprinkler heads with pictures showing that their cars are on top of them and who's gonna pay for them to be fixed.






LBN 157


PILOT
4WD




KCV 266


KJD 602







Lauren Cole

Erin McDermott

From: shantel volker <shantel.m.volker@gmail.com>
Sent: Tuesday, October 8, 2024 5:11 PM
To: Erin McDermott
Cc: Planning
Subject: Re: Status update
Attachments: 20241008_171026.jpg; 20241008_170952.jpg

On Tue, Oct 8, 2024, 13:13 shantel volker <shantel.m.volker@gmail.com> wrote:

> Thank you for the update. I also want to mention the the the noxious paint fumes coming from their area. I can't keep my windows open anymore. I can taste it when I'm inside my home with the windows opened
>
> On Tue, Oct 8, 2024, 08:55 Erin McDermott <Erin.McDermott@brooklynpark.org> wrote:
>
> > Hello Shantel,
> >
> > It was requested that staff pull their CUP application consideration until the October 14th Regular Meeting to hold a discussion with the property owner and the tenants. This meeting is scheduled for Wednesday. Staff will be discussing code and CUP requirements with the tenants. I will attach your email to the item for the packet material to ensure that Council is aware of this issue while they make their final decision.
> >
> > Thank you,
> >
> > **Erin McDermott** *(they/them/theirs)*
> >
> > Senior Planner
> >
> > **W.** 763-493-8082
> >
> > ---
> >
> > **From:** shantel volker <shantel.m.volker@gmail.com>
> > **Sent:** Monday, October 7, 2024 6:17 PM
> > **To:** Erin McDermott <Erin.McDermott@brooklynpark.org>
> > **Subject:** Status update
> >
> > Hey Erin,
> >
> > Just wondering what the update is with that auto shop. They are still parking in every avaliable spot and now are blatantly driving on our lawn to squeeze into parking spots. They parked in front of my drive

> way during the neighborhood trash pick up and so it was missed. Is the city going to ticket and tow the cars?
>
> Thanks for your time
>
> Shantel volker

ACV RESIDENT CLAIMS.COM
Claim ID



UNAPPROVED MINUTES

MINUTES OF THE BROOKLYN PARK PLANNING COMMISSION
Regular Meeting – SEPTEMBER 11, 2024

6. PUBLIC HEARING

B. Planning Case #24-115 – 6301 Welcome Avenue – Conditional Use Permit Application

Senior Planner McDermott introduced the application for a Conditional Use Permit for an auto-oriented repair facility to be located at 6301 Welcome Avenue. They stated that the CUP would amend the existing CUP, which was issued to the site in 1989 to remove the condition prohibiting vehicle lifts. They stated that there is an open compliance case against this property for a vehicle lift. They provided details on the site, adjacent site uses, and zoning. They stated that staff received numerous emails, letters, and calls from residents in response to the public hearing notice documenting numerous complaints and impacts to the adjacent properties from this use. They stated that all of the vehicles in the photos submitted by residents have been checked and were related to this subject property, or the property under common ownership. They displayed photos of vehicles blocking residential driveways, vehicles impeding fire lanes, property damage to residential properties from vehicles parked on the curb/grass, vehicles left on the street for extended periods causing residential trash to not be collected, double parking, refuse stored in the beds of trucks, and improperly stored waste outside. They stated that vehicles have been painted and other chemicals sprayed outside of the building, which is a violation of the MPCA regulations. They stated that staff recommends denial of the CUP request. They stated that the only action before the Commission tonight is denial of the CUP and advised that staff will be proceeding with a separate action to revoke the existing CUP.

Commission Chair Cavin opened the public hearing.

Resident of 6300 Welcome Avenue, stated that she has lived there for five years and while she is a supporter of small business, this business does not work well with the neighborhood. She commented that there are kids playing in the area and when vehicles are test driven, they are peeling down the street. She stated that she has asked the business not to park near her home, but they continue to park on the street, which is where the guests for the homes park.

Resident of 6420 Welcome Avenue, President of HOA, stated that she has also lived in her home for five years. She commented that the photos provided by herself, and her neighbor depict situations that commonly happen. She stated that another business in that development, Southtown Refrigeration, has spoken with this business numerous times about the cars blocking their driveway which has impeded their deliveries. She stated that in speaking with the business it has become hostile and she has called the police too many times to count. She stated that this has become a hazardous issue, and it is not getting any better. She stated that the business works at all times of the night and tow trucks drop vehicles off at all hours of the night. She stated that there are a lot of children in the neighborhood, and it is not fair to them because they must walk in the street to get to school while vehicles from this shop are speeding down the street. She stated that the neighborhood would like a sidewalk and speed bump, and for this business to be removed from the site immediately. She stated that they have tried to work with the business and believed that there are multiple vehicle repair shops in this area that operate together. She stated that the lawn care company for the HOA has had difficulty finding a location to park because of all the vehicles that are dumped and parked on this street.

Reshal Malik, Caspian/Brait, appreciated the comments received tonight. He stated that as a landlord they cater to a demographic as they have low market rents in order to build community

UNAPPROVED MINUTES

MINUTES OF THE BROOKLYN PARK PLANNING COMMISSION
Regular Meeting – SEPTEMBER 11, 2024

and small businesses. He understood the concerns about the property, noting that they have worked directly with staff to address those concerns and believe that the property is operating at a high level. He recognized that he does have to educate his tenants and continues to do that. He stated that they have continued to make progress since their last public hearing for 6301 Welcome Avenue. He stated that he does have a towing company that he could utilize to tow the vehicles parked on the road if provided that authority by the City. He commented that he is a former Brooklyn Park resident. He stated that they have terminated tenants in the 6317 building because of lease violations.

Commission Chair Cavin closed the public hearing but reminded the public that comments can be submitted via email to City Staff for consideration in the City Council agenda packet.

Commission Chair Cavin commented that sometimes a tenant outgrows the space and needs to find a space more suitable to their growth.

Commissioner Arah stated that the property owner has stated that they can control their tenants but the comments from the neighbors prove different. He asked why the landlord has not towed the vehicles from this tenant already.

Commissioner Wako asked if the landlord is also a partial owner of the business.

Mr. Malik replied that he is just acting on behalf of the business owners for this application.

Commissioner Wako asked if anything has been done thus far in terms of penalties or notice because of the hostile conversations with neighbors/other businesses and the number of police calls.

Senior Planner McDermott replied that there are active violations on both sites because of violations of the CUPs that exist along with cited violations from the fire department and public safety. They stated that there are three recent police records for these sites and one correction notice from the fire department was also recently issued.

Commissioner Wako appreciated the effort the City is taking and appreciated the input from the residents as well. He stated that Brooklyn Park is supportive of business and small business, but the City does not need businesses that impact the safety of those who live in the area. He stated that this site has had continued violations and those would need to be corrected before any additional requests could be considered.

Commissioner Gaye-Bai referenced the statement from the landlord that he would want authorization from the City to tow vehicles. He stated that the landlord should be aware of the issues on the site with repeated visits from police and fire and should have already taken the action to tow this tenant's vehicles. He stated that he previously lived on this street at 6408 Welcome and supported all the comments from the neighbors about the difficulty maneuvering in this area because of the vehicles parked on both sides of the street from these businesses. He stated that this situation is unsafe for the residents in that area with the parked vehicles and people from the businesses speeding down Welcome Avenue. He stated that if the business has grown, it needs to find somewhere with more space, which would create an opportunity for another small business to occupy the site.

UNAPPROVED MINUTES

MINUTES OF THE BROOKLYN PARK PLANNING COMMISSION
Regular Meeting – SEPTEMBER 11, 2024

Senior Planner McDermott commented that the City cannot authorize a private party to tow vehicles from a public street. They explained that the City is taking the appropriate steps to tag vehicles, but it does take time before further enforcement steps could be taken.

Commissioner Borer stated that the City does support small businesses, but just because there is a lower rent does not mean that poor behavior will be accepted. She stated that it sounds like there are two businesses with the same service in this area which seems to double the problem with more vehicles being dropped off. She stated that this situation seems extremely unacceptable and just because there is low rent does not mean the business should not have appropriate standards and follow the rules.

MOTION TURNER, SECOND GAYE-BAI 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.

MOTION CARRIED UNANIMOUSLY.

City of Brooklyn Park
Request for Council Action

Agenda Item:	4.7	**Meeting Date:**	October 28, 2024
Agenda Section:	Consent	**Originating Department:**	Operations and Maintenance
Resolution:	X		
Ordinance:	N/A	**Prepared By:**	Marc Culver, City Engineer
Attachments:	3	**Presented By:**	Marc Culver, City Engineer
Item:	Approve Proposal from Bolton & Menk, Inc. for Engineering Services for the Village Creek Area Street and Sidewalk Improvements		

City Manager's Proposed Action:

MOTION_____, SECOND_____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024____ TO APPROVE THE PROPOSAL FROM BOLTON & MENK, INC. FOR ENGINEERING SERVICES FOR THE VILLAGE CREEK AREA STREET AND SIDEWALK IMPROVEMENTS

Overview:

As part of the City's comprehensive street maintenance program, the roads in the Village Creek area are scheduled for maintenance treatments. Village Creek Parkway and Welcome Ave will have a standard mill and overlay treatment while 74th Ave and Unity Ave, given their age and condition, will have a complete replacement using a reclamation method to essentially fully reconstruct the roadways and reset the service life of the pavement.

This project will also provide needed maintenance on the sidewalk system along these roadways including updating the pedestrian ramps and replacing sidewalk panels as necessary. Given the presence of colored concrete treatments in this area the project will be very careful to match existing color, concrete stamping, and other aesthetic treatments in the area.

The tentative project schedule includes a public open house in early 2025, surveying and design plan preparation this winter, bidding the project in February of 2025 and completing all construction items during the summer months of 2025.

Given staff commitments on other projects planned for 2025 and the need to match existing aesthetic treatments, staff is recommending using Bolton & Menk, Inc. for all aspects of this project from design to inspection and contract administration. BMI has prepared a proposal for their services for this project.

Staff recommends the City Council retain Bolton and Menk, Inc., to prepare plans and specifications for the Village Creek Area Street and Sidewalk Improvements Project.

Primary Issues / Alternatives to Consider: N/A

Budgetary / Fiscal Issues:

The current 2025-2029 CIP will include funding for this project. The total cost of this project is estimated to be approximately $1,000,000 plus consulting fees of a not-to-exceed amount of $212,576.

This project will be funded using Franchise Fee funds.

Attachments:

4.7A RESOLUTION
4.7B BOLTON AND MENK PROPOSAL
4.7C LOCATION MAP

RESOLUTION #2024 -

RESOLUTION TO APPROVE THE PROPOSAL FROM BOLTON & MENK, INC. FOR ENGINEERING SERVICES FOR THE VILLAGE CREEK AREA STREET AND SIDEWALK IMPROVEMENTS

WHEREAS, the City of Brooklyn Park has a comprehensive program to maintain the streets and sidewalks assets within the City; and

WHEREAS, the 2025 Capital Improvement Program includes the rehabilitation of the streets within the Village Creek area south of Brooklyn Boulevard and east of Zane Ave; and

WHEREAS, funding for the overall project and for engineering services will be from the Franchise Fee Funds; and

WHEREAS, City staff have received a proposal from Bolton & Menk, Inc. for engineering services for the Village Creek Streets and Sidewalk Improvement Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park to approve proposal from Bolton & Menk, Inc. for the engineering services for the Village Creek Area Street and Sidewalk Improvements.

BOLTON & MENK
Real People. Real Solutions.

111 Washington Avenue South
Suite 650
Minneapolis, MN 55401

Phone: (612) 416-0220
Bolton-Menk.com

October 16, 2024

Mr. Marcus Culver
City Engineer
City of Brooklyn Park

RE: Proposal for Professional Engineering Services
Village Creek Area Pavement and Sidewalk Improvements
City of Brooklyn Park, Minnesota

Dear Mr. Culver,

Thank you for allowing Bolton & Menk to provide you with this proposal for professional engineering services for final design and construction of the street and sidewalk improvements along Welcome Avenue, Village Creek Parkway, Unity Avenue and 74th Avenue in Brooklyn Park. This proposal is based on information provided by city staff and a review of site conditions. As a part of this proposal, we have described our project understanding, detailed our proposed scope of work, and provided our estimated fees.

PROJECT UNDERSTANDING

The City of Brooklyn Park wants to complete pavement rehabilitation in the Village Creek Area. Welcome Avenue and Village Creek Parkway are proposed to get a mill and overlay and Unity Avenue and 74th Avenue are proposed for full-depth reclamation (FDR). There are also segments of concrete curb and gutter along these roadways that have cracked, settled, or heaved, and need to be removed and replaced. This is intended to be a maintenance project and no full reconstruction of roadways is anticipated.

Sidewalk exists along all roadway segments throughout the area, the city would like the sidewalk evaluated and spot repairs to be completed as necessary. The city also wants pedestrian curb ramps throughout the area to be brought into compliance with ADA standards, which will necessitate removal and replacement of deficient ramps. Information has been provided by the city which identifies some curb ramps at mid-block locations to be removed completely, these locations will be backfilled with new curb and gutter along the street and the boulevard will be restored to match with existing.

Some boulevard areas along Welcome Avenue and Village Creek Parkway are paved with a stamped and colored type of concrete, and some of these areas will be impacted by construction. The city will provide any records related to the pattern and color of the concrete so that restored areas match with the existing decorative style.

The area roadways are bounded by Hennepin County roads, Brooklyn Boulevard (CSAH 152) and Zane Avenue (CSAH 14). Some limited work on city streets and pedestrian ramps will occur within Hennepin County right-of-way and will require a review and permit. We will work with County staff to make sure all work within Hennepin County right-of-way complies with their standards.

Bolton & Menk is an equal opportunity employer.

The city would like a full survey of the right-of-way completed along Welcome Avenue, Village Creek Parkway, Unity Avenue, and 74th Avenue. The survey will include topographic information and invert elevations of sanitary and storm sewer structures, associated pipe diameters will also be collected.

Utility improvements are not expected to be a part of this project, this includes any improvements for watermain, sanitary sewer or storm sewer. We will work with the city to salvage and replace castings, as well as replace any broken castings or inlets.

The city would like public engagement and communications services to be included for the project. We will create periodic mailings, host public open houses, and provide project communications.

The city is requesting construction services in support of day-to-day construction activities, including construction administration/management, construction observation, and communications. Construction surveying will also be provided as necessary.

An Erosion Control Permit will be required from the Shingle Creek Watershed District. It is anticipated there will be no additional impervious surface created and stormwater flows and discharges will remain unchanged. The District considers mill and overlay and FDR to be maintenance, and the project is therefore exempt from storm water management requirements.

The project is expected to be constructed utilizing City funds.

SCOPE OF WORK

In accordance with the City's request, Bolton & Menk proposes to complete the following scope in support of final design of the Village Creek Area Improvements.

Task 1: Project Management and Meetings

We will coordinate with city staff throughout the project, the following meetings are proposed:

- Project Kickoff Meeting with City Staff
- Two meetings with Brooklyn Park staff
- One meeting with Hennepin County staff
- One meeting with Shingle Creek Watershed District
- Attendance at one City Council meeting

Task 1 Deliverables: Agendas, minutes

Task 2: Survey

Complete topographic survey of project area. The work will include collection of all surface data within the public right-of-way. An inventory of public utilities will be completed and pipe inverts and sizes will be collected. A Gopher State One Call locate request will be completed in advance of the field work to identify private utilities. Photogrammetry of the site will also be collected to supplement the topographic survey.

Task 2 Deliverables: Survey base file

Bolton & Menk is an equal opportunity employer.

Task 3: Public Communications and Engagement

In order to keep area residents and businesses informed of the proposed improvements, we will conduct public communication and engagement activities. A project informational letter will be sent out at the beginning of the project, the letter will notify area residents and businesses that there will be survey and geotechnical sampling in the area this fall and provide a general overview of proposed improvements. An open house for the neighborhood will be held this winter after we have been able to develop plans and can provide more details to the public. We will also create a project webpage where project documents can be posted, people can get information and leave comments, and periodic updates will be posted. Users will also be able to subscribe for automated email updates during project development and construction.

Task 3 Deliverables: Newsletters, handouts, project website

Task 4: Final Design

Final design will build off the survey, field visits, public input, and information from city staff. Plans will include plan view of the streets, curb and gutter, sidewalk, and pedestrian curb ramps. Street patching will be estimated based on review of the pavement condition and finalized once the asphalt is milled. Concrete spot repairs will be called out on the plans. Street profiles will mostly match existing since the majority of curb and gutter is remaining in place for the mill/overlay and FDR work, profile and crown adjustments will be made as necessary to facilitate drainage or ADA requirements. Staging, traffic control, and striping plans will be included, it is anticipated that permanent striping and traffic control will match with what exists today. Temporary easements are not anticipated. Boulevard impacts are anticipated to be minimal.

Welcome Avenue and Unity Avenue intersect Brooklyn Boulevard (CSAH 152) at signalized intersections and have pedestrian curb ramps in need of improvement. The plans will address the curb ramps on south/west side of the roadway and adjustments to crossing locations will be considered. The scope of this project does not include adjustments or alterations to County signal systems, alteration of Brooklyn Boulevard medians, or pedestrian curb ramps on the north/east side of the Brooklyn Boulevard. We realize that when we engage Hennepin County during design, they may ask for and/or require additional work, however not knowing the extent of what this will entail we believe it is more prudent to discuss with city staff at that time so if an amendment is needed due to scope expansion it can be specific.

Our team will prepare construction plans and specifications meeting City standards. Submittals will include 60% (plans and estimate), 90% (plans, specifications, estimate), and 100% (plans, specifications, and estimate). Plans will include all necessary information needed to inform a contractor of the work needed to complete the improvements.

An engineer's estimate will be completed along with the 60%, 90%, and 100% plans. We will coordinate and submit all required permits for this project. We expect the following permits are required: NPDES Stormwater Permit, Shingle Creek Watershed District Erosion Control Permit, and Hennepin County ROW Permit.

Task 4 Deliverables: Construction plans and specifications, Engineer's Estimate, Permits

Bolton & Menk is an equal opportunity employer.

Name: Village Creek Improvements Proposal – Brooklyn Park, MN
Date: October 16, 2024
Page: 4

Task 5: Bidding Assistance

We will prepare bidding documents, for online bidding by the city, and provide bidding assistance by answering contractor questions, prepare addendum as needed, and provide award recommendation.

Task 5 Deliverables: Bidding documents, addendum, and award recommendation

Task 6: Construction Inspection and Administration

The Construction Observer will include attendance at the pre-construction meeting and all construction-related meetings; serve as a liaison between the City and the contractor; act as a project representative to area businesses and residents; review the ongoing and completed work to monitor and document if the project is in general conformance with the plans and specifications; review all materials and construction testing; and keep a record of construction documentation. The Construction Observer will facilitate proactive communication with area properties to ensure access and expectations during construction are thoroughly managed.

Task 6 Deliverables: Pay requests, project closeout documentation, record drawings

Task 7: Geotechnical Investigation and Construction Testing

We have engaged with Haugo GeoTechnical Services to provide geotechnical and testing support for the project. Haugo will take 4 pavement cores throughout the mill and overlay area and 4 soil borings throughout the reclaim area, which will be utilized to develop pavement recommendations. They will complete testing during construction to verify adherence to construction specifications and will coordinate directly with our construction inspector.

Task 7 Deliverables: Geotechnical Report, testing results

SCHEDULE

This task schedule identifies the major activities for this project.

Task	Start	End
Project Management	November 2024	August 2025
Survey	November 2024	December 2025
Public Communications and Engagement	November 2024	August 2025
Final Design	December 2024	February 2025
Bidding Assistance	February 2025	April 2025
Construction Inspection and Administration	June 2025	August 2025

ESTIMATED FEES

Bolton & Menk proposes to complete the above scope of work on an hourly basis for a not to exceed fee of 212,576. The fees for the individual tasks are estimates, a breakdown of the estimated fees are attached to this proposal.

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Name: Village Creek Improvements Proposal – Brooklyn Park, MN
Date: October 16, 2024
Page: 5

If you find this proposal satisfactory, your signature of this proposal will constitute acceptance of the terms outlined and your authority for us to proceed. Please contact us if you wish to discuss this proposal. We look forward to providing these professional engineering services to the City of Brooklyn Park and appreciate your continued consideration of Bolton & Menk, Inc.

Sincerely,

BOLTON & MENK, INC.



Nate Stanley, P.E.
Sr. Project Manager

Accepted By: _____ Date: _____

Bolton & Menk is an equal opportunity employer.

Detailed Cost Estimate

Client: City of Brooklyn Park Project: Village Creek Pavement Rehabilitation		Bolton & Menk, Inc.														
Task No.	Work Task Description	Principal-in-Charge	Project Manager	Project Engineer	Design Engineer	Water Resource Engineer	Principal Traffic Engineer	Traffic Engineer	Principal Surveyor	Survey Crew	Survey Technician	Communications Specialist	Construction Inspector	Clerical	Total Hours	Total Cost
1.0	Project Management	6	20	28	8	2	4	4	0	0	0	0	0	2	74	$13,618
2.0	Survey	0	0	4	4	0	0	0	6	65	6	0	0	0	85	$15,571
3.0	Public Communications and Engagement	0	5	9	0	0	0	0	0	0	0	102	0	12	128	$18,053
4.0	Final Design	4	20	78	172	30	12	54	0	0	0	0	0	12	382	$62,298
5.0	Bidding Assistance	1	4	10	4	0	0	0	0	0	0	0	0	16	35	$5,001
6.0	Construction Inspection and Administration	4	11	48	4	0	0	0	0	20	4	0	448	0	539	$83,646
7.0	Geotechnical Investigation and Testing - Haugo Geotechnical Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$14,389
	Total Hours	15	60	177	192	32	16	58	6	85	10	102	448	42	1243	
	Average Hourly Rate	$255.00	$214.00	$159.00	$151.00	$166.00	$221.00	$180.00	$189.00	$189.00	$152.00	$140.00	$151.00	$106.00		
	Subtotal	$3,825	$12,840	$28,143	$28,992	$5,312	$3,536	$10,440	$1,134	$16,065	$1,520	$14,280	$67,648	$4,452		

	Total Not-to-Exceed Fee	**$212,576**

Estimated Hours

Client: City of Brooklyn Park Project: Village Creek Pavement Rehabilitation		Bolton & Menk, Inc.													
Task No.	Work Task Description	Principal-in-Charge	Project Manager	Project Engineer	Design Engineer	Water Resource Engineer	Principal Traffic Engineer	Traffic Engineer	Principal Surveyor	Survey Crew	Survey Technician	Communications Specialist	Construction Inspector	Clerical	Totals
1.0	**Project Management**														
1.1	Administration & Coordination	2	8	16										2	28
1.2	Project Kickoff Meeting	2	2	2	2										8
1.3	City Meetings (Project Meetings 2, City Council Meeting 1)	2	6	6	4		2	2							22
1.4	Agency Coordination Meetings (Hennepin County 1, Watershed District 1)		4	4	2	2	2	2							16
	Subtotal Hours - Task 1	6	20	28	8	2	4	4	0	0	0	0	0	2	**74**
2.0	**Survey**														
2.1	Planning and Management								5						5
2.2	Setting Control									6	1				7
2.3	GSOC Coordination								1	2	1				4
2.4	Topographic Data Collection			4	4					40	4				52
2.5	Drone Data Collection									5					5
2.6	Utility inventories									12					12
	Subtotal Hours - Task 2	0	0	4	4	0	0	0	6	65	6	0	0	0	**85**
3.0	**Public Communications and Engagement**														
3.1	Communications Plan											18			18
3.2	Project Overview Mailing		1	1								4		4	10
3.3	Project Website Setup and Maintenance											20			20
3.4	Project email blasts (3)											12			12
3.5	Neighborhood Meeting/Open House (1)		4	8								24			36
3.6	Open House Graphics/Handouts											16			16
3.7	Construction Newsletters (3)											8		8	16
	Subtotal Hours - Task 3	0	5	9	0	0	0	0	0	0	0	102	0	12	**128**
4.0	**Final Design**														
4.1	Site Visit - Curb and Sidewalk Repair Inventory		4	4											8
4.2	Prepare Construction Plans (60%/90%/100% Submittals)	2	8	40	160	16	8	40							274
4.3	Prepare Specifications (90%/100% Submittals)	1	4	20		4	2	8						12	51
4.4	Prepare Cost Estimate (60%/90%/100% Submittals)	1	2	6	12	2	2	6							31
4.5	Prepare and Submit Permits for Approvals (county, watershed, NPDES)		2	8		8									18
	Subtotal Hours - Task 4	4	20	78	172	30	12	54	0	0	0	0	0	12	**382**
5.0	**Bidding Assistance**														
5.1	Prepare Bidding Documents, Bid Project, answer questions, addendums	1	4	10	4									16	35
	Subtotal Hours - Task 4	1	4	10	4						0			16	**35**
6.0	**Construction Inspection and Administration**														
6.1	Construction Observation (assume 8 weeks@50 hr/wk)												400		400
6.2	Preconstruction Meeting	2	2	2									2		
6.3	Review of Submittals			4									4		
6.4	Construction Administation/Management	2	8	40									40		90
6.5	Record Drawing Preparation		1	2	4								2		9
6.6	Construction Survey (as needed)									20	4				
	Subtotal Hours - Task 6	4	11	48	4	0	0	0	0	20	4	0	448	0	**539**

HAUGO GEOTECHNICAL SERVICES

October 15, 2024 Proposal 24-0829

Mr. Nate Stanley
Bolton & Menk
111 Washington Ave South
Suite 650
Minneapolis, MN 55401

Re: Proposal for Geotechnical Exploration, Village Creek Area Pavement Improvements, Brooklyn Park, MN.

Dear Mr. Stanley:

Haugo Geotechnical Services is pleased to submit this proposal to complete a geotechnical exploration for the Village Creek Area Pavement Improvements in Brooklyn Park, Minnesota.

Project

Bolton & Menk is requesting a proposal for a geotechnical exploration for the Village Creek Area Pavement Improvement Project in Brooklyn Park, MN. We understand the project will consist of a full depth reclamation on Unity Avenue from Brooklyn Boulevard to 74th Avenue & 74th Avenue from Unity Avenue to Zane Avenue and a mill & overlay on Welcome Avenue from Brooklyn Boulevard to Village Creek Parkway & Village Creek Parkway from Zane Avenue to Unity Avenue. Soil borings were requested on the full depth reclamation area and pavement cores in the mill & overlay area.

Purpose

The purpose of our geotechnical exploration is to characterize subsurface soil and ground water conditions and evaluate their suitability for roadway construction.

Scope of Services

We will provide the following services to help meet the project purpose.

- Call in Gopher State One Call locate requests.
- Complete four (4) standard penetration soil borings, each extending to a nominal depth of 10 feet.
- Complete four (4) pavement cores, each extending through the bituminous and aggregate base, if any.
- Seal the borings in accordance with MDH Regulations.
- Visually classify samples recovered from the soil borings.
- Perform up to (4) moisture content tests and (8) jar sample gradations on selected samples.
- Prepare soil boring logs describing the soil types/classifications, N-Value determinations and results of water level measurements.
- Prepare an engineering report summarizing the soil and groundwater conditions and provide recommendations for roadway construction.

Prior to advancing the soil borings we will contact Gopher State One Call and request they notify the appropriate utility vendors to mark and clear the exploration locations of underground utilities. We request you or your authorized representative notify Haugo Geotechnical Services of the presence of and location of any underground structures or utilities that are not the responsibility of public agencies.

Estimated Cost

We will provide the services described in this proposal for a lump sum fee of **$6,170.**

Additional Services

The soil borings may need to be extended if structurally unfavorable soil conditions have not been penetrated above the intended boring termination depths. If the borings need to be extended beyond their intended termination depths, we will charge an additional **$24** per lineal foot beyond the original depth to 30', and **$27** per lineal foot from 30' to 50', and **$30** per lineal foot from 50'-100'. If deeper borings are required the borings may need to be sealed in accordance with Minnesota Department of Health requirements. We will charge **$4** per lineal foot to seal the borings, if required. Additional mobilizations, if required, will be charged at **$750** per mobilization. Snow removal, if required, will be invoiced at **$175** per hour. In the event that the site is not ready when our crew arrives, we will charge **$300** per hour of stand-by time. If any private utilities are present on the site, we expect you to locate them in advance or notify us and we will have them located at an additional cost of **$500** If they are not located, we will not be responsible for any damage to any unknown utilities. We will contact you prior to exceeding the budget and submit a change order summarizing the costs for your review and authorization.

General

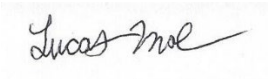
Thank you for the opportunity to present this proposal to you. Please sign and return one copy as our authorization to proceed.

We are including the Haugo GeoTechnical Services, LLC General Conditions, which provide additional terms and are part of this agreement.

If you have any questions regarding this proposal and associated scope of services, please contact Lucas Mol at 612-297-4108 (lmol@haugogts.com).

Sincerely,

HAUGO GEOTECHNICAL SERVICES, LLC



Lucas Mol
Project Manager

Attachment: General Conditions

Authorization to Proceed

By: _____ Date: _____

Name/Title/Company: _____

HAUGO GEOTECHNICAL SERVICES

October 15, 2024 HGTS Project 24-0830

Mr. Nate Stanley
Bolton & Menk
111 Washington Ave South
Suite 650
Minneapolis, MN 55401

Re: Proposal for Construction Materials Testing, Village Creek Area Pavement Improvements,
Brooklyn Park, Minnesota

Dear Mr. Stanley;

We are pleased to present this cost estimate for the construction materials testing during the Village Creek Area Pavement Improvement Project. It is our understanding the project will consist of a full depth reclamation on Unity Avenue from Brooklyn Boulevard to 74th Avenue & 74th Avenue from Unity Avenue to Zane Avenue and a mill & overlay on Welcome Avenue from Brooklyn Boulevard to Village Creek Parkway & Village Creek Parkway from Zane Avenue to Unity Avenue. Concrete pedestrian ramp improvements and curb & sidewalk replacements are also included in the project.

Scope of Services

Qualified technicians will perform the proposed field tests under the direction of a licensed professional engineer. Our services will be performed on an as-needed basis as scheduled by you or your authorized representative. Based on a review of available information and discussions with you, our services will be limited to the following tasks.

- Perform compaction testing on subgrade soils.
- Perform MnDOT DCPs on the aggregate base.
- Collect soil samples for laboratory proctors and gradations.
- Sample and test the fresh concrete for slump, temperature and air content.
- Prepare concrete test cylinders and provide compressive strength test results.
- Provide laboratory bituminous testing, including asphalt content, gradation and air voids.
- Provide management services including review of field reports and communication with project team members.

Cost

We will provide the above-mentioned continued services for an estimated fee of **$8,219**. The project estimate, attached, provides a summary of the estimated hourly and unit rates associated with our scope of services.

Since our services are directly controlled by the schedule of others the actual cost of our services may vary from this estimate. The cost of our services will be based on the actual hours and/or units tested for the project.

Our services will be provided over several invoicing periods. We will submit partial progress invoices as the project proceeds. Our invoices will be payable upon receipt in accordance with our attached General Conditions.

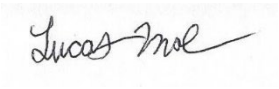
General

Thank you for the opportunity to provide this cost estimate to you. If it is acceptable, please sign and return one copy to us and retain one copy for your records. We are also including a copy of our General Conditions which provide additional terms and are part of this agreement.

If you have any questions regarding this proposal, please contact Lucas Mol (lmol@haugogts.com) at 612-297-4108.

Sincerely,

Haugo Geotechnical Services



Lucas Mol
Sr. Project Manager

Attachments:
Project Estimate
General Conditions

Authorization to Proceed

By: _____ Date: _____

Name/Title/Company: _____



Proposed Mill and Overlay and Full-Depth Reclamation Area

0 200 400 Feet

Village Creek Area Pavement and Sidewalk Improvements

Brooklyn Park
Unique. United. Undiscovered.

City of Brooklyn Park
Request for Council Action

Agenda Item:	4.8	**Meeting Date:**	October 28, 2024
Agenda Section:	Consent	**Originating Department:**	Operations and Maintenance
Resolution:	X	**Prepared By:**	Richard Luckow Utilities Superintendent
Ordinance:	N/A		
Attachments:	3	**Presented By:**	Greg Hoag, Park and Building Maintenance Manager
Item:	Approve Change Orders #3 and #4 for Well #10 Building improvements to American Liberty Construction Inc.		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-_____ TO APPROVE CHANGE ORDERS FOR THE WELL #10 BUILDING REHABILITATION PROJECT FOR AMERICAN LIBERTY CONSTRUCTION.

Overview:

This request is for approval of change orders associated with the rehabilitation project of city well #10 pumphouse. The project is approximately 40% complete, and the change order cost increases are related to deficiencies identified in the course of rehabilitation including additional pipe failures.

A summary of the items is shown as follows:

Description	Amount
Additions/Changes:	
Process pipe replacement	$ 21,030.92
Interior Coating Changes	$ 2,270.52
Total	**$ 23,301.44**

The required additions, modifications and adjustments were not included in the original bid and, therefore, the addition of the work required an additional cost over the original bid. The amount represents less than seven percent (7%) of the original construction cost.

The original process pipe developed an additional leak during the project. This issue led to a reevaluation of all the existing pipe, and it was deemed prudent to replace and update the remaining pipe at this time.

Primary Issues/Alternatives to Consider:

Should the Council authorize change order as recommended?

The Engineer, WSB, and Operations and Maintenance staff have reviewed the items and negotiated with the Contractor and are satisfied with the negotiated amounts. Staff is recommending Council approval.

The Council has the following alternatives:
1. Approve the change orders and cost as recommended
2. Deny the change orders and redirect staff

Budgetary/Fiscal Issues:

The contract cost with the change orders brings the total contract amount to $403,201.44. This project is in the 2024-2028 Capital Improvement Plan as project #3002. Funding is from the Water Utility Fund.

Attachments:

4.8A RESOLUTION
4.8B CHANGE ORDER #3
4.8C CHANGE ORDER #4

RESOLUTION #2024-

RESOLUTION TO APPROVE CHANGE ORDERS
FOR THE CITY WELL #10 BUILDING REHABILITATION PROJECT
FOR AMERICAN LIBERTY CONSTRUCTION INC.

WHEREAS, the Well #10 Building Rehabilitation project is needed to provide continued potable water to residents and customers; and

WHEREAS, the construction bid for Well #10 Building Rehabilitation project #3002 was awarded by the City Council on March 25, 2024 to American Liberty Construction Inc.; and

WHEREAS, with the approval of the change orders, there is a contract increase of $23,301.44; and

WHEREAS, the total approved contract cost of the project will therefore be $403,201.44; and

WHEREAS, the engineer, WSB, has reviewed the change orders and recommended their approval;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park to approve change orders for the Well #10 Building Rehabilitation project for American Liberty Construction Inc. for $23,301.44.

AMERICAN LIBERTY CONSTRUCTION

October 18, 2024

Steve Nelson
WSB, LLC
178 East 9th Street, Suite #200
St. Paul, MN 55101

Re: Wellhouse No. 10 Rehabilitation
City of Brooklyn Park

Change Order Proposal No. Three

At the Owner's request, replace the remainder of the process piping in the building except the existing mag meter, per the attached layout.

General Contractor Forces:				
Time Extension	Days @	$ 325 /Day	$	-
01310(g) Project Manager	Hours @	$ - /Hour	$	-
402300(L) Labor - Demo Existing & Install New Piping - 36 Hours @ $115/hr			$	4,140.00
			$	-
Subtotal			$	4,140.00
Overhead 15%			$	621.00
Subtotal			$	4,761.00
Subcontractor Forces:				
060000(s) Miscellanious Materials			$	300.00
099000(s) Fresh Blast - Credit Prep and priming of existing piping			$	(1,360.00)
260000(s) Gerrety Systems - Disconnect & Reconnect Mag Meter			$	250.00
402300(m) Plant & Flanged Equipment - Process Piping Material			$	15,912.43
Subtotal			$	15,102.43
Profit 5%			$	755.12
Subtotal			$	15,857.55
Combined GC & Sub Subtotal			$	20,618.55
Bond / Insurance 2.00%			$	412.37
TOTAL AMOUNT THIS CHANGE ORDER			**$**	**21,030.92**

The acceptance of this Change Order will add days to the substantial completion and final completion dates at a rate of $ - /day. Proposal subject to change if not accepted within 10 days. **This proposal is valid for 30 days.** Please call with questions or comments.

Very truly yours,
American Liberty Construction, Inc.

Nolan Jacobson - Project Manager

Accepted for: City of Brooklyn Park

Steve Nelson - WSB, LLC

Date: 10/21/2024

ALC
AMERICAN LIBERTY
CONSTRUCTION

October 18, 2024

Steve Nelson
WSB, LLC
178 East 9th Street, Suite #200
St. Paul, MN 55101

Re: Wellhouse No. 10 Rehabilitation
City of Brooklyn Park

Change Order Proposal No. Four

The project documents identify the walls, floors and doors to receive new finishes, bt do not include new finishes for the ceiling. Below is a cost to provide new finishes on the ceilings of the three interior rooms of the well house.

General Contractor Forces:			
Time Extension	Days @ $ 325 /Day	$	-
01310(g) Project Manager	Hours @ $ - /Hour	$	-
		$	-
		$	-
Subtotal		$	-
Overhead 15%		$	-
Subtotal		$	-
Subcontractor Forces:			
099000(s) Fresh Blast - Paint Ceilings		$	2,120.00
		$	-
		$	-
		$	-
Subtotal		$	2,120.00
Profit 5%		$	106.00
Subtotal		$	2,226.00
Combined GC & Sub Subtotal		$	2,226.00
Bond / Insurance 2.00%		$	44.52
TOTAL AMOUNT THIS CHANGE ORDER		**$**	**2,270.52**

The acceptance of this Change Order will add days to the substantial completion and final completion dates at a rate of $ - /day. Proposal subject to change if not accepted within 10 days. **This proposal is valid for 30 days.** Please call with questions or comments.

Very truly yours,
American Liberty Construction, Inc.

Nolan Jacobson - Project Manager

Accepted for: City of Brooklyn Park

Steve Nelson - WSB, LLC

Date: 10/21/2024

City of Brooklyn Park
Request for Council Action

Agenda Item:	4.9	**Meeting Date:**	October 28, 2024
Agenda Section:	Consent	**Originating Department:**	Operations & Maintenance
Resolution:	X		
Ordinance:	N/A	**Prepared By:**	Richard Luckow, Public Utilities Superintendent
Attachments:	2	**Presented By:**	Greg Hoag, Park and Building Maintenance Manager
Item:	Approve an Agreement with InControl, Inc. for SCADA Operational Improvements at the Water Treatment Plant		

City Manager's Proposed Action:

MOTION_____, SECOND_____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-_____ TO APPROVE AN AGREEMENT WITH INCONTROL INC. FOR SCADA OPERATIONAL IMPROVEMENTS AT THE WATER TREATMENT PLANT.

Overview: The replacement of major equipment at the water treatment plant was included in the 2024-2028 Capital Improvement Plan as CIP Project 3004. This request is to approve an agreement with InControl in the amount of $ 137,138.00 for the engineering, furnishing, installation and configuring of upgrades to the SCADA system located within the Brooklyn Park water treatment plant. SCADA is the integrated system of hardware and software which controls the operational systems of the treatment plant. The control systems of the treatment plant are integral to the safe and efficient production of quality potable water.

The accepted service life of the equipment included in this proposal is 10-15 years. Much of the equipment being replaced on this project has been in service since 1997. The manufacturer no longer produces stocks or supports the existing equipment.

InControl is the current Systems Integrator for the City of Brooklyn Park Utilities Division. They have written, programmed, and maintained the SCADA operation network and devices for the Utilities Division including water plant operations, water distribution monitoring and sanitary sewer lift station operations. With increased awareness and federal oversight concerning cyber security they have worked with Brooklyn Park Utilities to continue to harden cyber defenses and to limit cyber threats to the SCADA system.

Primary Issues/Alternatives to Consider:

The Operations and Maintenance staff recommend approval as presented.

Budgetary/Fiscal Issues:

The recommended bid proposal of $137,138.00 is within the approved 2025 Public Utilities Water Fund expenditures program budget and capital improvement plan.

Attachments:

4.9A RESOLUTION
4.9B PROPOSAL

RESOLUTION #2024-

RESOLUTION TO APPROVE AN AGREEMENT WITH INCONTROL INC. FOR SCADA OPERATIONAL IMPROVEMENTS AT THE WATER TREATMENT PLANT

WHEREAS, safe and abundant potable water is necessary for domestic and industrial consumption, and

WHEREAS, safe and abundant water is necessary for fire suppression, and

WHEREAS, safe, efficient, and reliable operation of the water treatment plant is necessary to produce water for consumption and fire suppression, and

WHEREAS, water treatment plant control systems have a predictable life span, and

WHEREAS, the equipment recommended to be upgraded in this project has been in service beyond its expected lifespan, and

WHEREAS, failure of this SCADA equipment would cause severe operational and supply challenges to potable water production, and

WHEREAS, cyber security is a real and present threat to Utility operations, and

WHEREAS, Brooklyn Park Utilities has a duty to provide potable water without interruption, and

WHEREAS, On October 17, 2024, a proposal was received from InControl Incorporated, Fridley, MN, in the amount of $137,138.00, and

WHEREAS, the project is funded with Public Utility Water Supply Funds

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council of the City of Brooklyn Park to approve an agreement with InControl for SCADA operational improvements at the water treatment plant in the amount of $137,138.00.

In Control, Inc.
5301 E River Rd, Suite 108
Fridley, MN 55421

PROPOSAL # QS24101701-01

To: City of Brooklyn Park Water Treatment Plant
5100 Edinbrook Terrace
Brooklyn Park, MN 55443

Attn: Rick Luckow

Re: Water Treatment Plant Controls Improvements Phase III

Date: October 17th, 2024
From: Bob Dietrich
Valid: 60 days
Page: 1 of 5

In Control, Inc. is pleased to provide our proposal for materials and services as part of the project referenced above.

In Control, Inc. is providing this proposal to upgrade the existing City of Brooklyn Park Water Treatment Plant control system. The existing control system has surpassed its lifecycle and certain components have been discontinued and/or are not supported by their manufacturers. Consequently, some replacement parts are no longer available, and failure of a critical component could adversely affect operations for an extended period. Additionally, there exist limited current drawings or schematics of the system to assist in servicing or act as a basis for future improvements. In Control proposes to provide a modern, fully documented, and supportable control system to replace the existing outdated controls.

The proposed scope of work is the third phase of the project to upgrade controls in the WTP.

Proposed Materials and Services

Item 1 - Professional Engineering Services as the System Integrator

A. One project manager will be assigned as a primary point of contact through project completion

B. A project team consisting of up to (3) engineers will be assigned to the project

C. An Engineer will perform a pre-design (preliminary engineering) visit to the WTP to thoroughly document existing system specifics, including field connections, panel dimensions, PLC and SCADA program copies where possible, existing manual operations and Plant operating procedures.

D. Engineering review meetings will be conducted on a timely basis as required

E. Industry best practices, proven control approaches and standardized objects will be implemented in the design, configuration, and development of the entire system

F. Existing logic will be functionally retained to ensure that all existing Plant functions are retained in the new programming

G. All hardware and software will be fully configured and tested at In Control prior to installation at the Water Treatment plant.

H. A complete design and documentation package for the new system will be provided, including panel mechanical drawing, schematics, recommended spare parts list and computer software backups.

I. Field Services include:

1. Pre-engineering field visits to document current Panel conditions, wiring circuits, dimensions
2. Demo of existing and installation / wiring of new components within the Panels
3. Identification of unused circuits (may require occasional assistance), cap and coil wires in Panel
4. Checkout and Startup services

Item 2 - CP5002 – 2010 Filter Console

The CP5002 Filter Console consists of a console operator enclosure located in the Filter room, built by In Control in 2010. We propose retaining the existing enclosure shell and backpanel, along with all conduit penetrations and associated field wiring and replacing the PLC in-situ. In Control shall furnish, install, and configure the following PLC and Operator Interface Terminal (OIT) hardware:

A. (1) Compact5380 - L320 Processor, 2MB memory, with SD card program backup

B. (2) CompactLogix Power Supplies, AC Input

C. (1) CompactLogix IO, Ethernet IO Adapter

D. (5) Discrete Input Modules, 16-channel, 120vAC

E. (2) Discrete Output Modules, 16-channel, Relay

F. (3) Discrete Isolated Outputs Module, 8-channel, Relay

G. (1) Analog Input Module, 8-channel, 4-20mA

H. (1) Analog Output Module, 4-channel, 4-20mA

I. (1) PanelView Plus 7 Color Touchscreen Operator Interface Terminal, with custom adapter plate

Item 3 - Electrical Room Panel 168

Control Panel 168 consists of a 1-door free-standing enclosure located in the (new) Electrical room, installed in 2009. We propose retaining the existing enclosure shell and backpanel, along with all conduit penetrations and associated field wiring and replacing the PLC in-situ. In Control shall furnish, install, and configure the following PLC hardware:

A. (1) Compact5380 - L320 Processor, 2MB memory, with SD card program backup
B. (1) CompactLogix Power Supply, AC Input
C. (1) CompactLogix IO, Ethernet IO Adapter
D. (3) Discrete Input Modules, 16-channel, 120vAC
E. (1) Discrete Output Module, 16-channel, Relay
F. (3) Analog Input Modules, 8-channel, 4-20mA
G. (1) Analog Output Module, 8-channel, 4-20mA

Item 4 - VFD Room Panel 217

Control Panel 217 consists of a 1-door free-standing enclosure located in the VFD room, installed in 1997. We propose retaining the existing enclosure shell and backpanel, along with all conduit penetrations and associated field wiring and replacing the PLC in-situ. In Control shall furnish, install, and configure the following PLC hardware:

A. (1) Compact5380 - L320 Processor, 2MB memory, with SD card program backup
B. (2) CompactLogix Power Supplies, AC Input
C. (1) CompactLogix IO, Ethernet IO Adapter
D. (7) Discrete Input Modules, 16-channel, 120vAC
E. (2) Discrete Output Modules, 16-channel, Relay
F. (2) Analog Input Modules, 8-channel, 4-20mA
G. (1) Analog Output Module, 8-channel, 4-20mA

Proposal Summary

The price for all items above is $ 137,138.00 USD net total excluding sales and use taxes (the "Net Total Pricing"). Freight is included, FOB shipping point.

TERMS: 30% upon order, 10% upon drawings submittal, 50% upon new equipment installation and startup.

EXCLUSIONS:
Our proposal does not include the following:

- Bonding, Permits, Licenses, or Fees of any kind
- Removal, demolition, or disposal of existing equipment other than what is required within the control panels
- Electrical Studies, Tests, or Inspections that are not detailed in this proposal
- Network Media or Testing that are not defined in the scope of work detailed in this proposal
- Any equipment or services that are not defined in the scope of work detailed in this proposal
- Shipping costs to locations other than the primary project site

Thank you in advance for the consideration of our offer and for the opportunity to work together. Should you have any questions regarding this proposal, please contact me directly at your convenience. I look forward to hearing from you soon to secure and coordinate this project. This proposal is valid for thirty (30) days.

Best Regards,

Bob Dietrich
Technical Sales Engineer
Mobile: 715.607.0099
Office: 763.783.9500 x2004
E-Mail: bob.dietrich@incontrol.net

ACCEPTANCE: To accept this proposal please return a signed copy with purchase order. Thank you!

Signature:_____ **Purchase Order:**_____

Print Name:_____ **Date:**_____

Title:_____ **Proposal Number: QS24101701-01**

Standard Terms and Conditions of Sale

1. ENTIRE AGREEMENT – These Standard Terms and Conditions of Sale ("Terms") govern the goods and attendant services ("Work") that In Control, Inc. ("In Control") will provide to Purchaser pursuant to In Control's Proposal attached hereto ("Proposal"). The Proposal, along with these Terms, constitute the sole and entire agreement between the parties with respect to the Work (the "Order"). This Order supersedes all prior understandings, discussions, representations, and warranties, both written and oral, regarding the Work. If Purchaser's internal systems require it to issue a separate purchase order to accept this Order, then any additional or conflicting terms in Purchaser's purchaser order are expressly rejected and will not in any way amend, alter, change, or negate these Terms. No change or modification to this Order is effective unless in writing and signed by each party.

2. TERMINATION – Either party may terminate this Order for cause if the other party (i) materially breaches this Order; (ii) becomes insolvent or admits its inability to pay its bills as they become due; or (iii) files for or is forced into a bankruptcy, receivership, or liquidation. The party seeking to terminate this Order for cause will give the other party fourteen (14) days' written notice and the other party will have 14 days to cure the stated default(s). If Purchaser desires to terminate this Order for its own convenience before final completion of the Work, Purchaser may do so, provided that Purchaser pays In Control (i) for all Work provided at In Control's published rates before the termination date, (ii) all reimbursable expenses incurred before the termination date, (iii) for all equipment ordered before the termination date, and (iv) an early termination fee equal to ten percent (10%) of the remaining Work to be performed as of the termination date.

3. ATTORNEYS' FEES - If either party files a lawsuit to enforce this Order, the prevailing party in such lawsuit will be entitled to recover from the other party its reasonable attorneys' fees, costs, and expenses incurred in connection with such lawsuit, as well as any appeal or enforcement of any judgment arising from the lawsuit.

4. INDEMNIFICATION / INSURANCE - Purchaser will defend, indemnify, and hold harmless In Control from and against all claims, actions, proceedings, costs, expenses, losses and liability, including all reasonable attorneys' fees, costs and expenses, arising out of or relating to goods or services not provided by In Control pursuant to this Order. These obligations include, but are not limited to, all product liability, personal injury, death, or property damage claims. These obligations will survive the termination or completion of the Work. Each party is responsible for obtaining and maintaining appropriate insurance coverages and endorsements necessary to ensure the provisions of this paragraph and other insurable obligations under this Agreement while the Work is being performed and for a reasonable time thereafter.

5. WAIVER OF CONSEQUENTIAL DAMAGES / LIMITATION OF LIABILITY - In no event will In Control be liable in contract, tort, strict liability, warranty or otherwise, for any special, incidental or consequential damages, such as delay, disruption, loss of product, loss of anticipated profits or revenue, loss of use of the equipment or system, non-operation or increased expense of operation of other equipment or systems, cost of capital, or cost of purchase or replacement equipment systems or power incurred by Purchaser as a result of In Control's Work. Unless otherwise agreed to in writing between the Purchaser and In Control, In Control will not accept liquidated damages. Furthermore, in no event will In Control's total liability arising out of this Order exceed two (2) times the amount of the Net Total Pricing.

6. FORCE MAJEURE – The parties agree that In Control will not be responsible or liable for any failure or delay in the performance of the Work arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, supply chain disruptions, accidents, acts of war or terrorism, civil or military disturbances, health crises, nuclear or natural catastrophes, acts of nature, and interruptions of utilities, communications or computer services, or other incidents shown to be outside of In Control's control (each a "Force Majeure Event"). In Control agrees, however, to use all commercially reasonable efforts to mitigate a Force Majeure Event and resume performance of the Work as soon as practicable under the circumstances.

7. WARRANTY – Unless other or more specific warranties are expressly set forth in the Proposal, In Control warrants that the Work will be of good quality, free from defects in material and workmanship, will conform to the specifications and drawings, and be suitable for their intended purpose. This standard warranty will be in force for eighteen (18) months after shipment or twelve (12) months from startup, whichever is shorter. Any remaining allotments for Purchaser or end owner/engineer-initiated changes and call-back expire with the warranty period and are not refundable. In Control reserves the right to terminate any warranty should Purchaser's account be in arrears for more than thirty-one (31) days. Purchaser agrees that In Control's warranties do not apply to any damages, delays, or interruptions caused by: (i) reasonable wear and tear; (ii) pre-existing conditions at site; (iii) accidental damage caused by Purchaser; (vi) intentional damage, misuse, or abuse caused by Purchaser or a third-party; or (v) any Force Majeure Event.

8. ESCALATION – This Order is conditioned upon the ability of In Control to complete the Work at present prices for material and at the existing scale of wages for labor. If In Control is, at any time while the Work is being performed, unable to complete the Work at the present prices and wages, then the Net Total Pricing will be equitably adjusted by change order to compensate In Control for significant price increases. A significant price increase is defined as a change of ten percent (10%) or more for a Work item between the date of the Proposal and the date the applicable Work is performed.

9. PAYMENT TERMS - The payment terms are net thirty (30) days upon invoice receipt. Any balance remaining over thirty-one (31) days beyond the invoice date will be subject to a 2.0% monthly service fee until paid. Should a payment default occur In Control reserves the right to stop all Work, including but not limited to startup of equipment, and terminate any existing warranty. All reasonable attempts will be made between both parties to resolve the disputed portions of any invoice within the payment terms. The entire Net Total Price will be invoiced in full upon shipment, unless specific terms are described in the Proposal. No retainage is allowed.

10. NONWAIVER - The failure by In Control to enforce at any time, or for any period of time, any of the provisions hereof will not be a waiver of such provisions nor the right of In Control thereafter to enforce each and every such provision.

11. REMEDIES - Remedies herein reserved to In Control will be cumulative and in addition to any other or further remedies provided in law or equity.

12. RELATIONSHIP OF PARTIES – The relationship between the Parties is that of independent contractors. Nothing contained in this Order shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

City of Brooklyn Park
Request for Council Action

Agenda Item:	4.10	**Meeting Date:**	October 28, 2024
Agenda Section:	Consent	**Originating Department:**	Recreation and Parks
Resolution:	X		
Ordinance:	N/A	**Prepared By:**	Brad Tullberg, Director of Recreation and Parks
Attachments:	2	**Presented By:**	Brad Tullberg, Director of Recreation and Parks
Item:	Approve Professional Services Agreement with Design by Melo for Construction Administration in the Amount of $139,910 for Zanewood Recreation Center		

City Manager's Proposed Action:

MOTION_____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-_____ TO APPROVE PROFESSIONAL SERVICES AGREEMENT WITH DESIGN BY MELO FOR CONSTRUCTION ADMINISTRATION IN THE AMOUNT OF $139,910 FOR ZANEWOOD RECREATION CENTER.

Overview:
As part of the 2018 Park Bond Referendum, funding was allocated for an additional teen recreation center. In evaluating the current service needs in the area of Zanewood Recreation Center, the financial implications of staffing and operating another facility, and the concentration of young people in the area, staff developed plans for the construction of additional space at Zanewood in addition to renovating the existing space.

On March 27, 2023, City Council approved a professional services agreement with Design by Melo to provide community engagement and preliminary design development for a youth and teen recreation center. On March 25, 2024, the City Council approved a contract with Design by Melo to develop constructions documents in preparation for advertising the project for bid. The project was advertised for proposals on July 25, 2024, in the Sun Post and on QuestCDN. On September 23, 2024, the City Council authorized the City Manager to enter into an agreement with Donlar Construction once value engineering was complete and the planned project cost was under $9.8M.

Now that the value engineering has identified savings opportunities and the contract with Donlar Construction will be complete soon, it is necessary to contract with Design By Melo for the construction administration to ensure that actual construction matches the plans, and to answer requests for information during the construction process.

Primary Issues/Alternatives to Consider:
Recreation & Parks staff recommend approval of this agreement as presented.

Budgetary/Fiscal Issues:
- Funding for the planning and construction of the Youth and Teen Recreation Center is included in the $26,000,000 Park Bond Referendum passed in November 2018.
- The funding plan for the Zanewood Recreation Center Renovation and Expansion was approved at the July 8, 2024 City Council meeting.

Attachments:
4.10A RESOLUTION
4.10B PROPOSAL

RESOLUTION #2024-

RESOLUTION TO APPROVE PROFESSIONAL SERVICES AGREEMENT WITH DESIGN BY MELO FOR CONSTRUCTION ADMINISTRATION IN THE AMOUNT OF $139,910 FOR ZANEWOOD RECREATION CENTER.

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

WHEREAS, on March 27, 2023, City Council approved a professional services agreement with Design by Melo to provide community engagement and preliminary design development for a youth and teen recreation center; and

WHEREAS, on March 25, 2024, the City Council approved a contract with Design by Melo to develop constructions documents in preparation for advertising the project for bid; and

WHEREAS, on September 23, 2024, the City Council authorized the City Manager to enter into an agreement with Donlar Construction once value engineering was complete and the planned project cost was under $9.8M; and

WHEREAS, construction administration is needed to ensure that actual construction matches the plans, and to answer requests for information during the construction process; and

WHEREAS, the Design by Melo proposal for the development of construction documents is $139,910; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park to Approve a Professional Services Agreement with Design by Melo for Construction Administration in the amount of $139,910 for Zanewood Recreation Center.

DESIGN BY MELO

SERVICES PROPOSAL



Brooklyn Park Teen & Youth Center

Phase 4

COVER LETTER

Brad Tullberg
City of Brooklyn Park
Recreation & Parks – Director

Via email at: Brad.Tullberg@BrooklynPark.Org

Re: Brooklyn Park Teen & Youth Center
Proposal for Phases 3 and Phase 4 | Construction Documentation, Bidding, Permitting, & Construction Administration

Dear Brad Tullberg:

This proposal identifies our professional services & compensation for Civil Engineering, Landscape Architecture, Building Architecture, Structural Engineering, Mechanical/Electrical/Plumbing Engineering and Interior Design for the remaining phase of the Teen & Youth Center project.

We are splitting this proposal into two phases as follow:

PHASE 4:
Construction Administration

On the following pages you will see the planned scope broken up into phases, compensation per discipline and per phase and estimated time line.

This letter represents our understanding of the proposed scope of services. If this proposal is found acceptable, we will prepare a contract for the work described here. If you have any questions about this proposal, please feel free to contact:

Damaris Hollingsworth | 612-280-8419 | email at damaris@designbymelo.com

We appreciate the opportunity of being considered for this project and we look forward to working with you.

Sincerely,

Design by Melo

Damaris Hollingsworth
Principal Architect

PROJECT PHASES

We have divided the scope into the four phases described below. Each of these phases represent significant milestones in a real estate development project. An evaluation of the project potential at each phase is important to limit risks and increase the chances of a successful project. At the end of each phase, we will review the project with you to share our evaluation and seek your approval before moving to the next phase.

PHASE 4

CONSTRUCTION ADMINISTRATION

RFIs
ASIs
OAC regular meetings
Shop drawings and Submittal reviews
Review of proposed substitutions
Field Verification
Site coordination as requested by GC
Pay Application review and approval

COMPENSATION PER DISCIPLINE

The table below summarizes our compensation for the project per discipline. If the scope does not change and services are performed within 18 months of the date of proposal, we will honor the compensation presented below. If the project changes or lasts more than 18 months, we reserve the option to renegotiate compensation for any phases not yet complete.

ZANEWOOD YOUTH & TEEN CENTER | PHASE 4: Construction Administration	
Discipline	**CA**
Architecture	$35,500
MEP	$28,000
Structural	$18,500
Civil	$9,900
Landscape	$27,680
Interior Design	$20,330
Total Per Phase	**$139,910**

Our lump sum tasks will be billed monthly as a percent complete. Costs associated with vehicle mileage, word processing, cell phones, reproduction of common correspondence and mailing are included in the lump sum compensation.

Reimbursable expenses include costs associated with plan, specification and report reproduction, permit fee, and delivery cost, etc. Reimbursable expenses will be compensated at cost (upon documentation). Design by Melo will subcontract all sub-consultants listed. Sub-consultant compensation is included in the total above.

GLOSSARY:
CD: Construction Documentation
CA: Construction Administration
MEP: Mechanical Electrical Plumbing Engineering
ID: Interior Design

APPROVALS PER PHASE

This proposal is valid for 90 days from the creation date. We may reissue a revised proposal upon request if the indicated period has lapsed.

To approve to start work, please sign appropriate signature block and send copy of signed page.

PHASE 4: Construction Administration

Approved,



Brad Tullberg
City of Brooklyn Park
Recreation & Parks – Director

Date: __ / __ / 2024

City of Brooklyn Park
Request for Council Action

Agenda Item:	4.11	**Meeting Date:**	October 28, 2024
Agenda Section:	Consent	**Originating Department:**	Police Department
Resolution:	X		
Ordinance:	N/A	**Prepared By:**	Stephanie Heiberger, Administrative Assistant
Attachments:	2	**Presented By:**	Police Chief Mark Bruley
Item:	Amendment to the Joint Powers Agreement with Hennepin County for the Joint Community Police Partnership		

City Manager's Proposed Action:

MOTION_____, SECOND_____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-_____ APPROVING AN AMENDMENT TO THE JOINT POWERS AGREEMENT WITH HENNEPIN COUNTY FOR THE JOINT COMMUNITY POLICE PARTNERSHIP.

Overview:

At the February 12, 2024 council meeting, the City Council approved a joint powers agreement with Hennepin County for the continuation of the Joint Community Police Partnership (JCPP). The mission of the JCPP is to enhance communication and understanding between law enforcement and multicultural residents. The amendment presented here provides for a second community liaison embedded within the police department, to further facilitate engagement of culturally diverse communities in Brooklyn Park.

The purpose of this amendment is to add a second liaison position. As with the initial agreement, the amendment outlines that the police department is responsible for 30% of the salary and benefits for the community liaison positions. The second position is added effective June 1, 2024. The not-to-exceed amount for this agreement is $62,486.

Primary Issues/Alternatives to Consider:

Due to current sworn staffing levels within the police department, we do not have a community engagement officer assigned to support this work. The addition of the second community liaison allows for a continuation of the engagement efforts while we continue to work on our sworn staffing levels and the return of the community engagement officer.

Budgetary/Fiscal Issues:

The expenditure for this contract will fall well below the not-to-exceed amount, due to the second liaison's start date occurring during the second half of the year. The position for the first liaison is within the department's 2024 budget. It is anticipated that the balance of this contract can be funded with cost savings in other areas of the budget.

Attachments:

4.11A RESOLUTION
4.11B AGREEMENT

RESOLUTION #2024-

RESOLUTION APPROVING AN AMENDMENT TO THE JOINT POWERS AGREEMENT WITH HENNEPIN COUNTY FOR THE JOINT COMMUNITY POLICE PARTNERSHIP

WHEREAS, the mission of the Joint Community Police Partnership is to enhance communications and understanding between law enforcement and multicultural residents; and

WHEREAS, this agreement provides for the addition of a second community liaison assigned to the Police Department to facilitate engagement of culturally diverse communities.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park that the City approve an amendment to the joint powers agreement with Hennepin County for the Joint Community Police Partnership.

AMENDMENT #1 TO COOPERATIVE AGREEMENT FOR JOINT COMMUNITY POLICE PARTNERSHIP

This agreement ("Agreement") is between the COUNTY OF HENNEPIN, STATE OF MINNESOTA, A-2300 Government Center, Minneapolis, Minnesota 55487 ("COUNTY"), on behalf of the Hennepin County Human Services Department ("HSPHD"), and City of Brooklyn Park ("CITY") on behalf of its Police Department ("PD"), 5200 85th Avenue North, Brooklyn Park, Minnesota 55443. The parties to this Agreement may also be referred to individually as "Party" or collectively as "Parties".

IT IS HEREBY AGREED that Agreement No. A2412160 between the above-named parties, including prior amendments or ministerial adjustments if any, is hereby amended in accordance with the provisions set forth below.

Clause 3, FUNDING/PAYMENT, paragraphs A. and B., shall be amended to read:

3. FUNDING/PAYMENT

A. PD will provide funding, via its approved budget, for 30% of the salary and benefits of one HSPHD Senior Administrative Assistant full-time equivalent (FTE) for the period January 1, 2024, through May 31, 2024.

   PD will provide funding, via its approved budget, for 30% of the salary and benefits of two HSPHD Senior Administrative Assistant FTEs for the period June 1, 2024, through December 31, 2024.

   The annual not-to-exceed for 2024 is $62,486. Future amounts to be determined at a later date.

B. The Senior Administrative Assistants will be hired, employed, and equipped by HSPHD and participate in supervision and training by HSPHD in accordance with local, state and federal regulations.

Clause 4, DUTIES OF HSPHD, shall be amended to read:

4. DUTIES OF HSPHD

Senior Administrative Assistants will:

A. Meet regularly with police personnel to address community concerns.

B. Organize community forums and workshops.

C. Develop and organize community engagement initiatives.

D. Organize and facilitate training for police and community.

E. Facilitate the Multicultural Advisory Committee ("MAC").

This amendment shall be effective June 1, 2024.

Except as herein amended, the terms, conditions and provisions of said Contract No. A2412160, including prior amendments or ministerial adjustments if any, shall remain in full force and effect.

(The remainder of this page intentionally left blank.)

HENNEPIN COUNTY ADMINISTRATOR APPROVAL
COOPERATIVE AGREEMENT

The Parties hereto agree to be bound by the provisions set forth in this Agreement.

Reviewed for COUNTY by the
County Attorney's Office

_____

Date:_____

COUNTY OF HENNEPIN
STATE OF MINNESOTA

By:_____
County Administrator

Date: _____

Reviewed by

By: _____
County Administration Clerk

Date: _____

Reviewed by

By: _____
Deputy County Administrator

Date: _____

CITY OF BROOKLYN PARK:

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

City of Brooklyn Park
Request for Council Action

Agenda Item:	4.12	**Meeting Date:**	October 28, 2024
Agenda Section:	Consent	**Originating Department:**	Operations and Maintenance
Resolution:	X	**Prepared By:**	Greg Hoag, Park & Building Maintenance Manager
Ordinance:	N/A		
Attachments:	2	**Presented By:**	Greg Hoag, Park & Building Maintenance Manager; Toni Weinbeck, Police Inspector
Item:	Approve the Purchase of Lockers for the Police Station from Steel Solutions		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-_____ TO APPROVE THE PURCHASE OF LOCKERS FOR THE POLICE STATION FROM STEEL SOLUTIONS AND TO AUTHORIZE THE CITY MANAGER TO SIGN THE PROPOSAL.

Overview:

Additional lockers for the police station are included in the 2024-2028 Capital Improvement Plan (CIP) as item #1005. Steel Solutions is the vendor who supplies lockers that match the existing lockers and is the recommended sole source provider.

The Brooklyn Park Police Department has focused its police officer recruitment efforts with the hiring of police cadets and women in partnership with the 30X30 initiative. This has led to an overall staffing increase in both locker rooms, especially the women's locker room. As we project the rest of 2024 hiring, as well as the beginning of 2025, we will fall short on the ability to provide secure lockers for all police officers and police cadet staff. We are looking to add lockers to allocated space within both locker rooms to address this shortage. Once all these lockers are added we will have enough locker storage for staff for the foreseeable future.

Primary Issues/Alternatives to Consider:
O&M and Police staff recommend the purchase of the locker purchase from Steel Solutions as presented.

Budgetary/Fiscal Issues:

Cost of the 57 lockers is estimated at $70,550.00, which is within the total 2024 project budget of $358,000.00 Funding for this purchase will be from the Heritage Infrastructure Fund.

Attachments:

4.12A RESOLUTION
4.12B QUOTE

RESOLUTION #2024-

TO APPROVE THE PURCHASE OF LOCKERS FOR THE POLICE STATION FROM STEEL SOLUTIONS AND TO AUTHORIZE THE CITY MANAGER TO SIGN THE PROPOSAL.

WHEREAS, additional lockers for the Police Station are included in the 2024-2028 CIP as item #1005 with a New World project #100524 with a project budget of $358,000.00 in the Heritage Infrastructure Fund; and

WHEREAS, these lockers are from the manufacturer of the existing lockers at the Police Station; and

WHEREAS, Steel Solutions is the current vendor of the lockers; and

WHEREAS this purchase fits as a sole source purchase because of the need to match existing lockers; and

WHEREAS, the total cost of the lockers is $70,550.00.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park to approve the purchase of lockers for the Police Station from Steel Solutions in the amount of $70,550.00, and to authorize the City Manager to sign the quote.

Steele Solutions

Quotation

Q11761 V1

Project: Q11761 City of Brooklyn Park (Brooklyn Park, MN)

Submitted To:
CITY OF BROOKLYN PARK
POLICE 8300 NOBLE AVE
BROOKLYN PARK MN 55443
Attn: Jeff Widman

Quoted By: Chad Cooper
Phone: 800-537-0983
Email: chad.cooper@steelesolutions.com
Date Created: 10/24/2024
Expiration: 1/31/2025

F.O.B 44883 | **Ship Method:** estimated at 1 FTL, excludes lift gate | **Terms:** **Net 30**

Line#	Part Number	Product	Description	Qty	UOM	Unit Price	Ext. Price
1	ILKS/A24247202	Infinity Lkr 24W x 24D x 72H	Hasp - Dbl Door	56	Ea.	$672.00	$37,632.00
2	WBDS/A243618AA	Ward. Base Drawer 24W x 36D x 18H	Mech Lock - Extended	56	Ea.	$365.00	$20,440.00
3	IKTSHELF24AA	Infinity Shelf 24W x 24D	Full Depth	56	Ea.	$35.00	$1,960.00
4	IKTSHELF24HAA	Infinity Shelf 24W x 24D	Full Depth W/ Hanger Bar	56	Ea.	$45.00	$2,520.00
5	IKTHOOK3AA	Infinity Triple Hook Kit		56	Ea.	$25.00	$1,400.00
6	BENCHSEAT144AB	144W x 12D x 1.25H Hardwood - BENCH	(confirm depth of existing, supplied by others)	5	Ea.	$350.00	$1,750.00
7	BENCHSEAT120AB	120W x 12D x 1.25H Hardwood - BENCH	(confirm depth of existing, supplied by others)	2	Ea.	$295.00	$590.00

LIMITED WARRANTY

Tiffin Metal Products, Co. (TMP) warrants the good quality of the materials, workmanship and that its products are merchantable and fit for their intended purpose. This Limited Warranty for the Sentinel ® Locker Line expires of five (5) years after the date of product purchase. TMP does not provide any other express or implied warranties of any kind or nature. There are no warranties which extend beyond the description on the face of this Limited Warranty. The terms, conditions and operations of this Limited Warranty are available upon request prior to purchase.

8	BENCHSEAT96AB	96W x 12D x 1.25H Hardwood - BENCH	(confirm depth of existing, supplied by others)	4	Ea.	$240.00	$960.00
9	Trim Fill	Actual Size TBD	Field Cut To Size, (V1 layout has 2 potential filler trim locations)	2	Ea.	$299.00	$598.00
10	Notes: original SO 0008036	Color: Warm Beige	to match original SO / V1 excludes: Install labor, electrical, slope tops/plenum trim	1		$0.00	$0.00

Subtotal	**$67,850.00**
Freight Charge	**$2,700.00**
Total Price	**$70,550.00**

LIMITED WARRANTY

Tiffin Metal Products, Co. (TMP) warrants the good quality of the materials, workmanship and that its products are merchantable and fit for their intended purpose. This Limited Warranty for the Sentinel ® Locker Line expires of five (5) years after the date of product purchase. TMP does not provide any other express or implied warranties of any kind or nature. There are no warranties which extend beyond the description on the face of this Limited Warranty. The terms, conditions and operations of this Limited Warranty are available upon request prior to purchase.

Notes:

Accepted By: _____ **Date:** _____

Material Escalation Clause: If, during the quote phase through the project's material release lifecycle, the price of steel significantly increases, through no fault of Tiffin Metal Products, Co. (TMP), the current price of steel shall be equitably adjusted by an amount reasonably necessary to cover any such significant price increases. As used herein, a significant price increase shall mean any increase in price exceeding 10% for mild steel or 5% for stainless steel experienced by TMP. Such price increases shall be documented through adjusted quotes or order confirmations with supporting reference.

LIMITED WARRANTY

Tiffin Metal Products, Co. (TMP) warrants the good quality of the materials, workmanship and that its products are merchantable and fit for their intended purpose. This Limited Warranty for the Sentinel ® Locker Line expires of five (5) years after the date of product purchase. TMP does not provide any other express or implied warranties of any kind or nature. There are no warranties which extend beyond the description on the face of this Limited Warranty. The terms, conditions and operations of this Limited Warranty are available upon request prior to purchase.

City of Brooklyn Park
Request for Council Action

Agenda Item:	4.13	**Meeting Date:**	October 28, 2024
Agenda Section:	Consent	**Originating Department:**	Community Development
Resolution:	N/A	**Prepared By:**	Matt Hayes-Regan, Planning Program Assistant
Ordinance:	N/A		
Attachments:	N/A	**Presented By:**	Tim Gladhill, Community Development Director
Item:	Development Bond and Escrow Reductions/Releases		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO FULLY RELEASE SUBDIVISION BOND NO. 41BSBAC0593 FOR COMPLETION OF THE "MARANATHA CHRISTIAN ACADEMY" PROJECT #24-103.

Overview:

City Code requires performance bonds and developer's escrows be established as part of the development process. As projects progress, staff works with developers on the release of financial securities. For many large projects the City requires performance bonding as well as escrows be filed with the City. The performance bonds are established at the time of site plan review. City Staff feels it is appropriate to release either the full or a portion of the performance bonds and developer's escrows included in this release request at this time.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments: N/A

City of Brooklyn Park
Request for Council Action

Agenda Item:	4.14	**Meeting Date:**	October 28, 2024
Agenda Section:	Consent	**Originating Department:**	Police Department
Resolution:	X		
Ordinance:	N/A	**Prepared By:**	Stephanie Heiberger, Administrative Assistant
Attachments:	2	**Presented By:**	Police Chief Mark Bruley
Item:	Joint Powers Agreement with Hennepin County for a Second Alternative Response Team		

City Manager's Proposed Action:

MOTION_____, SECOND_____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-___ APPROVING A JOINT POWERS AGREEMENT WITH HENNEPIN COUNTY FOR A SECOND ALTERNATIVE RESPONSE TEAM.

Overview:
In November of 2022, the City Council approved an agreement with Hennepin County for the implementation of an Alternative Response Team (ART), consisting of a social worker and community paramedic. ART presented the opportunity to try a new structured response to low-risk 911 calls related to mental/behavioral health, substance use, and/or low-level crime. This joint powers agreement provides for a second Alternative Response Team pilot, consisting of a social worker and nurse. The objectives of the program are:

- Social Worker and Nurse responding to low-risk 911 calls related to mental/behavioral health, substance use, and/or low-level crime as ART will assess and refer individuals to community resources
- Decrease the number of low-risk 911 calls related to mental/behavioral health, substance use, and /or low-level crime calls that have a law enforcement response
- Reduce the need for future 911 calls for individuals served by ART
- Reduce the use of emergency medical services by teaching prevention strategies and promotion community stabilization.

This pilot program agreement runs from March 25, 2024, through December 31, 2027. The Brooklyn Park Police Department agrees to provide office space for ART and to track program data. The Community Health Unit – of which ART is one component – has a newly reconfigured space within the police department. In addition, the department has a full-time data analyst on staff who is responsible for tracking program data.

Primary Issues/Alternatives to Consider:
Without the ART, many of these low-risk calls will continue to be handled with a police response.

Budgetary/Fiscal Issues:
There is no monetary compensation to Hennepin County for this agreement.

Attachments:
4.14A RESOLUTION
4.14B AGREEMENT

RESOLUTION #2024-

RESOLUTION APPROVING A JOINT POWERS AGREEMENT WITH HENNEPIN COUNTY FOR A SECOND ALTERATIVE RESPONSE TEAM

WHEREAS, an Alternative Response Team presents an opportunity to try a new, structured response to low-risk 911 calls related to mental/behavioral health, substance use, and/or low-level crime; and

WHEREAS, the proposed pilot program provides for the addition of a second Alternative Response Team; and

WHEREAS, this agreement does not require any additional monetary compensation to Hennepin County for the program.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park that the City approve a joint powers agreement with Hennepin County for a Second Alternative Response Team.

JOINT POWERS AGREEMENT BETWEEN HENNEPIN COUNTY AND CITY OF BROOKLYN PARK

This Joint Powers Agreement ("Agreement") is made and entered into by and between the County of Hennepin, State of Minnesota ("COUNTY") on behalf of its Human Services and Public Health Department ("HSPHD") and on behalf of its Sheriff's Office ("HCSO") 300 South Sixth Street, Minneapolis, Minnesota 55487, and City of Brooklyn Park ("CITY"), 5400 85th Avenue North, Brooklyn Park, Minnesota 55443, on behalf of its police department, ("POLICE DEPARTMENT") and pursuant to the authority conferred upon them by Minn. Stat. § 471.59. The parties to this Agreement may also be referred to individually as "Party" and collectively as "Parties".

WHEREAS, COUNTY is a political subdivision of the State of Minnesota and its Human Services and Public Health Department is empowered to provide general and emergency public services that support and protect the physical, mental and behavioral health of individuals in Hennepin County; and

WHEREAS, CITY is a governmental unit of the State of Minnesota and is empowered to provide general and emergency public services in a manner that supports and protects the physical, mental and behavioral health of individuals in Hennepin County; and

WHEREAS, the Parties desire to pilot a new alternative response to low-risk 911 calls related to mental/behavioral health, substance use, and/or low level crime in a manner that most effectively and efficiently supports and protects the physical, mental and behavioral health of individuals in Hennepin County, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and benefits realized by each Party, the Parties agree to amend and restate the Agreement as follows:

1. PURPOSE

The purpose of this Agreement is to enable COUNTY to provide an alternative response for select 911 calls in a manner that most effectively and efficiently supports and protects the physical, mental, and behavioral health of individuals in Hennepin County as detailed herein, and for BROOKLYN PARK and POLICE DEPARTMENT to secure such services from COUNTY and to establish the terms on which such services shall be provided.

2. PROJECT/PROGRAM

A. The Parties shall cooperate and collaborate to develop and perform services associated with the Alternative Response Team ("ART") Pilot Program (the "Program"), as further described and outlined herein, including but not limited to in Exhibit A: Description of Services.

B. The Parties shall perform at all times in accordance with the provisions herein, including but not limited to the data provisions.

3. TERM OF THE AGREEMENT

The term of this Agreement shall be from March 25, 2024, through December 31, 2027, unless terminated earlier in accordance with the termination provisions of this Agreement.

4. LIABILITY AND NOTICE

A. Each Party shall be liable for its own acts and the results thereof to the extent provided by law and, further, each Party shall defend, indemnify, and hold harmless the other (including their present and former officials, officers, agents, employees, volunteers, and subcontractors), from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of the indemnifying Party, anyone directly or indirectly employed by it, and/or anyone for whose acts and/or omissions it may be liable, in the performance or failure to perform its obligations under this Agreement. The provisions of Minnesota Statutes, Chapter 466 shall apply to any tort claims brought against COUNTY and/or POLICE DEPARTMENT as a result of this Agreement.

B. To the fullest extent permitted by law, action by the Parties to this Agreement is intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be a deemed a "single governmental unit" for the purposes of liability, as set forth in Minnesota Statutes, section 471.59, subdivision 1a(a), provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party to this Agreement except to the extent they have agreed in writing to be responsible for the acts or omissions of the other Party. The total liability for the Parties shall not be added together to exceed the limits on governmental liability for a single governmental unit.

C. Duty to Notify: Each Party shall promptly notify the other Party of any actual or suspected claim, action, cause of action, administrative action, criminal arrest, criminal charge, or litigation brought against the party, its present and former officials, officers, agents, employees, volunteers, and subcontractors which arises out of this Agreement.

5. INSURANCE

Each party warrants that it has a purchased insurance or utilizes a self-insurance program sufficient to meet its liability obligations and, at a minimum, to meet the maximum liability limits of Minnesota Statutes Chapter 466. This provision shall not be construed as a waiver of any immunity from liability under Chapter 466 or any other applicable law.

6. INDEPENDENT PARTIES

Notwithstanding any other formal, written agreements or contracts which may exist between COUNTY and CITY, nothing is intended or should be construed in any manner as creating or establishing the relationship of partners between the Parties hereto or as constituting either Party as the agent, representative, or employee of the other for any purpose or in any manner whatsoever. Each Party is to be and shall remain an independent contractor with respect to all services performed under this Agreement. Each Party will secure at its own expense all personnel required in performing services under this Agreement. Any personnel of a Party or other persons engaged in the performance of any work or services required by that Party shall have no contractual relationship with the other Party and will not be considered employees of the other Party. No Party shall be responsible for any claims related to or on behalf of the other Party's personnel, including without limitation, claims that arise out of employment or alleged employment under the Minnesota Unemployment Insurance Law (Minnesota Statutes Chapter 268) or the Minnesota Workers' Compensation Act (Minnesota Statutes Chapter 176), or claims of discrimination arising out of state, local, or federal law, against a Party, its officers, agents, contractors, or employees. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind from the other Party, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, workers' compensation, unemployment compensation, disability, severance pay, and retirement benefits.

7. NONDISCRIMINATION

In accordance with COUNTY's policies against discrimination, POLICE DEPARTMENT shall not exclude any person from full employment rights or participation in, or the benefits of, any program, service or activity on the grounds of race, color, creed, religion, national origin, sex, gender expression, gender identity, age, disability, marital status, sexual orientation, or public assistance status. No person who is protected by applicable law against discrimination shall be subjected to discrimination.

8. NO THIRD PARTY BENEFICIARY

Except as herein specifically provided, no other person, customer, employee, or invitee of any Party or any other third party shall be deemed to be a third party beneficiary of any of the provisions herein.

9. DATA

COUNTY and POLICE DEPARTMENT, their officers, agents, owners, partners, employees, volunteers and subcontractors, shall abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and all other applicable state and federal law, rules, regulations and orders relating to data privacy, confidentiality, disclosure of information, medical records or other health and enrollment information, and as any of the

same may be amended, as well as the data and data sharing provisions set forth in Exhibit A. The terms of this paragraph shall survive the termination of this Agreement.

10. RECORDS – AVAILABILITY/ACCESS

Subject to the requirements of Minnesota Statutes section 16C.05, subd. 5, the Parties, the State Auditor, Legislative Auditor, or any of their authorized representatives, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., of the Parties which are pertinent to the accounting practices and procedures of the Parties and involve transactions relating to this Agreement. The Parties shall maintain these materials and allow access during the period of this Agreement and for six (6) years after its expiration or termination.

11. MERGER, MODIFICATION, AND SEVERABILITY

A. The entire understanding between the Parties is contained herein and supersedes all oral agreements and negotiations between the Parties relating to the subject matter. All items that are referenced or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.

B. Any alterations, variations or modifications of the provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the Parties. Except as expressly provided, the substantive legal terms contained in this Agreement including but not limited to Indemnification; Liability and Notice; Merger, Modification and Severability; Default and Termination or Minnesota Law Governs may not be altered, varied, modified or waived by any change order, implementation plan, scope of work, development specification or other development process or document.

C. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

12. DEFAULT AND TERMINATION

A. If either Party fails to perform any of the provisions of this Agreement, fails to administer the work so as to endanger the performance of the Agreement or otherwise breaches or fails to comply with any of the terms of this Agreement, it shall be in default. Unless the Party's default is excused in writing by the non-defaulting Party, the non-defaulting Party may upon written notice immediately cancel or terminate this Agreement as to the defaulting Party or in its entirety.

B. This Agreement may be canceled/terminated with or without cause by either Party upon thirty (60) days written notice. Either Party may immediately cancel or terminate this Agreement if the terminating party determines that the health and welfare of a member of the public is at risk. Upon termination, property or surplus money, if any, acquired as a

result of the operation of this Agreement shall be distributed to the Parties in proportion to contributions of the Parties.

C. Either Party's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.

D. The above remedies shall be in addition to any other right or remedy available to either Party under this Agreement, law, statute, rule, and/or equity.

13. NOTICES

Unless the Parties otherwise agree in writing, any notice or demand which must be given or made by a Party under this Agreement or any statute or ordinance shall be in writing, and shall be sent registered or certified mail. Notices to COUNTY shall be sent to the County Administrator at the address given in the opening paragraph of this Agreement with copies to HSPHD as detailed below. Notice to POLICE DEPARTMENT shall be sent to the address stated in the opening paragraph of this Agreement with a copy as detailed below.

HSPHD:

Leah Kaiser
Director of Behavioral Health
Hennepin County
300 South 6th Street
Minneapolis, Minnesota 55487
leah.kaiser@hennepin.us

HCSO:

Tony Martin
Emergency Communications Director
Hennepin County Sheriff's Office | Emergency Communications Division
1245 Shenandoah Lane North
Plymouth, Minnesota 55447

Shane Magnuson
Major
Hennepin County Sheriff's Office
350 South 5th Street
Minneapolis, Minnesota 55415

POLICE DEPARTMENT:

Mark Bruley
Police Chief
5400 85th Avenue North
Brooklyn Park, Minnesota 55443

Mark.Bruley@brooklynpark.org

14. SURVIVAL OF PROVISIONS

Provisions that by their nature are intended to survive the term or termination of this Agreement do survive such term or termination. Such provisions include but are not limited to: INDEPENDENT PARTIES; LIABILITY AND NOTICE; INSURANCE; DATA; RECORDS-AVAILABILITY/ACCESS; DEFAULT AND TERMINATION; MARKETING AND PROMOTIONAL LITERATURE; and MINNESOTA LAW GOVERNS.

15. MARKETING AND PROMOTIONAL LITERATURE

POLICE DEPARTMENT agrees that the terms, "Hennepin County" and "Hennepin County Human Services and Public Health Department", the name of any elected official, or any derivatives thereof, shall not be utilized in any promotional literature or advertisements of any type without the express prior written consent of COUNTY.

16. MINNESOTA LAWS GOVERN

The laws of the state of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the Parties and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within the County of Hennepin, state of Minnesota. Litigation, however, in the federal courts involving the Parties will be in the appropriate federal court within the state of Minnesota.

(The remainder of this page intentionally left blank.)

The Parties hereto agree to be bound by the provisions set forth in this Agreement.

Reviewed for HSPHD by the County Attorney's Office

_____

Date:_____

Reviewed for HCSO by the County Attorney's Office

_____

Date: _____

COUNTY OF HENNEPIN
STATE OF MINNESOTA

By:_____
Chair of Its County Board

ATTEST: _____
Deputy/Clerk of County Board

Date: _____

By: _____
County Administrator

Date: _____

City of Brooklyn Park

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

EXHIBIT A: Description of Services

Subject to the provisions in the Agreement, including but not limited to provisions regarding data and data sharing, HSPHD, HCSO, and POLICE DEPARTMENT shall cooperate and collaborate to develop and perform services associated with the Program. The Parties agree that, subject to performance and outcomes under this Agreement, additional teams may be developed, agreed upon, and implemented.

Program Objectives:
Objective 1. SW and Nurse responding to low-risk 911 calls related to mental/behavioral health, substance use, and/or low level crime as ART will assess and refer Individuals to community resources as set forth herein.

Objective 2. Decrease the number of low-risk 911 related to mental/behavioral health, substance use, and/or low level crime calls that have a law enforcement response.

Objective 3. Reduce the need for future 911 calls for individuals served by ART.

Objective 4. Reduce the use of emergency medical services by teaching prevention strategies and promoting community stabilization.

Program Overview:
HSPHD, POLICE DEPARTMENT, and HCSO seek to pilot a new Alternative Response Team in POLICE DEPARTMENT. Mental health calls require a specific skill set which may differ from the training of the current emergency response structure made up of police, fire, and emergency medical services.

As further described herein, ART may be asked to respond to situations in the following manner: (i) HCSO may dispatch ART in response to a 911 call; (ii) POLICE DEPARTMENT may, following assessment of a situation, request that HCSO dispatch ART; or (iii) ART may self-initiate a response.

Program Guidelines:
To achieve the objectives, the Parties shall exercise best efforts to assign personnel and to perform in accordance with the following program specifications, including but not limited to HCSO 911 Dispatch Guidelines and Police Department Guidelines.

HCSO 911 Dispatch Guidelines:
HCSO may, in its sole discretion, dispatch ART if an CTNC (call type nature code) (as described below) is assigned in response to: (i) a 911 call; or (ii) a request for ART dispatch from POLICE DEPARTMENT.

HCSO, as agreed upon with the other Parties, shall train dispatch personnel to recognize situations where dispatching ART may be appropriate. which may include situations categorized into the following CTNCs:

EXHIBIT A: Description of Services

1. ASTPOL-ASSIST/POLICE
2. ATL-LOCATE ATTEMPT
3. CALL-PHONE CALL
4. CIVIL-CIVIL MATTER
5. CUSTOM-CUSTOMER TROUBLE
6. DISTUR-DISTURBANCE
7. DK-DRUNK PROBLEM
8. FALL-FALL
9. LIFTAST-LIFT ASSIST
10. MENTAL-MENTAL PROBLEM
11. NEIGH-NEIGHBOR TROUBLE
12. OD-DRUG OVERDOSE
13. RUN-RUNAWAY
14. TRES-TRESPASSING
15. SAFETY-SAFETY CHECK
16. UNWANT-UNWANTED PERSON
17. WELFAR-WELFARE CHECK

The Parties may modify the CTNCs at any time. HCSO may request that the other Parties contribute resources to define and/or develop the CTNCs in the context of ART.

The Parties each expressly acknowledge and agree that nothing herein shall modify or alter HCSO's primary obligation to ensure public safety and to keep and preserve the peace. HCSO and HCSO personnel shall exercise their sole discretion in deciding whether to dispatch ART. Nothing herein is intended to nor shall be construed as requiring that HCSO dispatch ART.

Police Department Guidelines:
POLICE DEPARTMENT, in collaboration with the other Parties, shall train law enforcement personnel to recognize situations where requesting dispatch of ART to calls that are not initially dispatched to ART by HCSO but where POLICE DEPARTMENT's responding officer(s) subsequently observe what they believe to be situations where ART response may be appropriate.

If POLICE DEPARTMENTS request that HCSO dispatch ART, POLICE DEPARTMENT's officers will, to the extent possible, include known data about the Individual.

Generally:
HCSO shall not dispatch ART and POLICE DEPARTMENT shall not request ART if either is aware of any of the following:

1. a weapon may be involved;
2. violence may be involved;
3. a crime other than a low-level crime may have been committed;
4. anyone may be injured; or
5. there is an immediate need for police, fire or EMS.

EXHIBIT A: Description of Services

ART shall only be dispatched/requested if the identified location is within the jurisdictional limits of the POLICE DEPARTMENT.

If ART is not available to respond, HCSO will follow standard dispatch policy and procedure.

Each Party shall follow its applicable policy, procedure, and training, including but not limited to documenting and reporting.

ART Team Guidelines:
ART will assess and respond to individuals encountered in an ART response ("Individual(s)"). As appropriate, a responding ART may refer to needed resources, complete a crisis plan, connect to existing supports and transport to appropriate locations.

POLICE DEPARTMENT will work with HSPHD to establish a process/rules for tracking Individual referrals.

Each Party expressly agrees to comply with the data and information provisions set forth in Exhibit B.

Parties' Responsibilities:
In addition to the responsibilities described above, the Parties shall generally be responsible as follows:

HSPHD Responsibilities:
1. HSPHD shall assign a SW and Nurse as necessary to meet the guidelines and obligations set forth herein. At all times during this Agreement, the SW and Nurse will be COUNTY employees and be supervised by HSPHD.
2. The SW and Nurse will be available for ART response at times agreed upon by Parties.
3. The SW and Nurse will provide services in person.
4. HSPHD shall provide the SW and Nurse with all equipment deemed necessary to provide the services under this Agreement by HSPHD, which may include a cell phone, computer equipment and a uniform.
5. The SW and Nurse will make a reasonable attempt to respond to all calls dispatched in the order they are received when ART is logged into the dispatching system and available.
6. HSPHD will provide services in an ethical and culturally sensitive manner.
7. The SW and Nurse will make a reasonable attempt to obtain a Release of Information (ROI), in order to permit relevant information to be subsequently shared with POLICE DEPARTMENT.
8. HSPHD will track Program Data, as agreed upon by all Parties. The Parties expressly agree that Program Data will be aggregated and/or de-identified in a manner that ensures that no individual may be directly or indirectly identified in any manner.

HCSO Responsibilities:
1. Subject to applicable law, HCSO will dispatch ART in accordance with the provisions and guidelines herein.

EXHIBIT A: Description of Services

2. Before Program implementation, HCSO will work with the HSPHD Social Work Unit Supervisor, Project Manager, and POLICE DEPARTMENT to develop a workflow for dispatching calls to ART.

POLICE DEPARTMENTS Responsibilities:

1. BROOKLYN PARK will provide office space, desks, wi-fi etc. for SW and Nurse.
2. BROOKLYN PARK shall track Program Data. The Parties expressly agree that Program Data will be aggregated and/or de-identified in a manner that ensures that no individual may be directly or indirectly identified in any manner.

EXHIBIT B: Data and Information

As used herein, "Program Data" shall mean all information and data collected, created, received, maintained or disseminated by any Party pursuant to this Agreement regardless of its physical form, storage media or conditions of use.

The Parties expressly acknowledge and agree that Program Data provided or exchanged between Parties shall be subject to the provisions of this Agreement and applicable law.

Each Party shall create, collect, and maintain Program Data in accordance with the Party's data and information policies. In the event of any conflict between a Party's policy and this Agreement, the order of precedence shall be 1) this Agreement; then 2) the Party's policy.

However, notwithstanding any Party's policy, each Party is expressly prohibited from sharing, distributing, or disseminating any Program Data to/with any other Party or with any third-party except: (i) pursuant to valid authorization from the data subject; (ii) if COUNTY and POLICE DEPARTMENT each agree that the Program Data is classified as public data by applicable law, including but not limited to the Minnesota Government Data Practices Act; (iii) the sharing, distribution, or dissemination is authorized by applicable law, including but not limited to Minn. Stat. §§ 13.46, 13.82, & 144.294; or (iv) the sharing, distribution, or dissemination occurs in connection with an emergency and is necessary to protect the health or safety of an individual or individuals. Any Program Data shared, distributed, or disseminated should be limited to the minimum necessary in accordance with applicable law.

If HSPHD, HCSO, BROOKLYN CENTER or POLICE DEARTMENT provide or exchange Program Data with NORTH MEMORIAL, the providing entity hereby grants NORTH MEMORIAL a restricted, limited license to use the Program Data solely for NORTH MEMORIAL's internal business purposes and in accordance with the provisions of this Agreement.

In regard to the Program Data, each Party shall:

(i) access, use, control, protect and safeguard all Program Data in compliance with the terms of the Agreement, generally accepted industry standards, all applicable laws, and the Party's then applicable policies, procedures, rules, and directions; to the extent of any inconsistency between any of the foregoing, applicable law shall prevail;

(ii) immediately notify all other Parties of any known or suspected security breach or unauthorized access to Program Data, then comply with all responsive directions provided by the other Parties;

(iii) only access/use Program Data as reasonable and necessary for performance under the Agreement;

(iv) restrict access to Program Data to only those personnel that need such access for the purpose of performance under the Agreement;

(v) advise its personnel that may have access to Program Data of the obligations imposed by this Exhibit; and

(vi) immediately notify the other Parties in the event it receives a request or demand for data, including but not limited to a request/demand made under the MGDPA, subpoenas, Court Orders or other legal processes.

Nothing in this Agreement is intended to nor shall be construed as conveying by one Party to another Party, either expressly or by implication, any right, title or interest in any of the Party's information or data including but not limited to any copyright, trade secret or other right, whether intellectual or otherwise.

City of Brooklyn Park
Request for Council Action

Agenda Item:	4.15	**Meeting Date:**	October 28, 2024
Agenda Section:	Consent	**Originating Department:**	Administration
Resolution:	N/A		
Ordinance:	SECOND READING	**Prepared By:**	Devin Montero, City Clerk
Attachments:	1	**Presented By:**	Dennis Secara, Charter Commission Chair
Item:	Second Reading of an Ordinance to Consider the Recommendation of the Brooklyn Park Charter Commission to Amend Chapter 2, Section 2.06 And Chapter 4, Section 4.03, of the Home Rule City Charter		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT ON SECOND READING ORDINANCE #2024-_____ AMENDING CHAPTER 2, SECTION 2.06 OF THE HOME RULE CITY CHARTER.

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT ON SECOND READING ORDINANCE #2024-_____AMENDING CHAPTER 4, SECTION 4.03, OF THE HOME RULE CITY CHARTER.

Overview:

In 2023, the Commissioners held several meetings related to the length of vacancies and the expense of special elections.

At the December 13, 2023, meeting, the Commissioners voted on an amendment to Section 4.03 to be recommended to the City Council for approval.

At the February 12, 2024, council meeting, the public hearing and first read of the amendment to Chapter 4, section 4.03 was held. There was no public comment, and the Council did not have questions on the amendment. The first reading of the amendment passed unanimously.

At the February 26, 2024, council meeting, the Charter Commission Vice Chair Bor presented the second reading of the amendment to Chapter 4, Section 4.03

After lengthy discussions, the Council made a motion to table the amendment and have the Charter Commission create an approach of a council appointment if the vacancy was under two years and to appointing someone until the special election occurred.

At the April 10, 2024, Charter Commission meeting, the Commissioners held lengthy discussions and recommended to table their discussions on the amendment to Section 4.03 until a work session with the Council was held. Topics to be discussed at the work sessions were: The city charter, how Brooklyn Park was a charter city and its functions, how Commissioners were appointed, education around the laws the charter commission was governed, holding elections and the timing of elections.

At the May 6, 2024, Council Work session Chair Secara and Commissioners briefed the Council on the history of Special elections, length of their vacancies, Section 2.06-Special Primaries, uniform dates for Special elections and factors involved in special elections. Discussions were held on:

- The 50% plus one vote. If a candidate received a 50% plus one vote, they candidate was declared the winner and no need for the special election.
- Prior to 2014, Primaries were not held.
- Would Ranked Choice Voting be an option.
- Not having appointments as people earned the right to vote for their representative
- Having special elections on uniform dates per state election law
- Having an appointment process for more than 365 days in the unexpired term

At the June 12 Charter Commission meeting the Commissioners discussed the meeting with Council at the work session. After lengthy discussions the Commissioners voted to resubmit the proposed amendment to Section 4.03 as presented to the Council on February 12 and 26, 2024, based on the following discussions. The motion carried unanimously.

- *Appointments.* It was the consensus of the Commissioners that voters should be voting for the candidates at a special election instead of the Council appointing someone to represent a district.
- *Declaring Vacancies and ordering the special election.* The Commissioners recommended declaring the vacancy and ordering the special election at the same meeting to be more efficient and shorten the vacancy gap, and not use the entire 45 days as allowed by the charter. This requires an amendment to Section 2.06 of the city charter.

At the September 11 Charter Commission meeting, the Commissioners discussed the amendment to Section 2.06 related to the length of the vacancy. The Commissioners voted to forward the proposed amendment to Section 2.06 to the Council. The motion carried unanimously.

The first reading of the ordinance was held on October 14, 2024. The motion passed. (5 to 1) Morson abstained. Council Member Tran was absent.

Primary Issues/Alternatives to Consider:

The changes to the City Charter require a unanimous approval of the City Council.

September 23	Council set the public hearing
October 3	Public Hearing Notice and text of proposed ordinance is published
October 14	Public hearing and First Reading of Ordinance Held
October 28	Second Reading of Ordinance Held
November 7	Ordinance Published in Newspaper
February 5, 2025	Ordinance becomes effective (90 days after passage and publication)

Publication must be the exact language the Council will vote on.

Budgetary/Fiscal Issues: N/A

Attachments:

4.15A ORDINANCE

ORDINANCE #2024-

AN ORDINANCE AMENDING CHAPTER 2, SECTION 2.06 AND CHAPTER 4, SECTION 4.03 OF THE HOME RULE CITY CHARTER

~~Text with strikeouts is proposed for deletion~~.
Text with underline is proposed for insertion.

The City of Brooklyn Park does ordain:

Section 1. Chapter 2, Section 2.06 of the City Charter is amended to read as follows:

SECTION 2.06 COUNCIL VACANCIES

If any of the foregoing is determined to have happened, the Council shall, by resolution at the next regular or special Council meeting declare a vacancy on the Council to exist and call for a special election if one is required. Declaration date of vacancy shall be the date of the Council meeting at which the resolution is adopted. Vacancies must be publicly declared by resolution, posted at City Hall, and with notification to be given by any other practical means.

If 365 days or more remain in the term, the Council must upon declaring a vacancy ~~within 45 days of the declaration date~~ order a special municipal election to fill the vacancy for the balance of the unexpired term. The Council shall set times for candidates to file for such office, however, filings may close no sooner than 7 days after the election is ordered. If a special primary election is required by Section 4.03 of this Charter, the special election must be held no more than 120 days after the election is ordered. If a special primary election is not required, the special election must be held no more than 75 days after the election is ordered. Except as provided in this section of the City Charter, all of the provisions of the Minnesota election law are applicable to the election as far as practicable.

Section 2. Chapter 4, Section 4.03 of the City Charter is amended to read as follows:

SECTION 4.03 PRIMARY MUNICIPAL ELECTIONS

The Council shall, whenever there are more than two candidates filing for any city-wide office or for resident Council member of any district, provide through ordinance or resolution for a primary election to be held city wide or in any particular district, and such primary election shall be held on a date not less than 25 days prior to the special or general election. At least l5 days notice shall be given by the Clerk of the time and places of holding such election, and of the officers to be elected, by posting a notice thereof in at least one public place in each district where the election is held, and by publishing a notice thereof on the city website and at least once in the official newspaper of the city. Uncontrollable circumstances causing failure to give such notice shall not invalidate such election. This section does not apply to any special election held in 2022 to fill the vacancy in the office of council member for the East District.

If a primary election is required in connection with a special municipal election needed to fill a vacancy in the office of Council member or Mayor pursuant to Section 2.06, a candidate who receives more than 50% of the votes cast at the primary election shall be declared the winner. If no candidate receives more than 50% of the votes cast at the primary election, the two candidates receiving the most votes shall advance to a special municipal election pursuant to Section 2.06 and the applicable provisions of Minnesota election law.

City of Brooklyn Park
Request for Council Action

Agenda Item:	5.1	**Meeting Date:**	October 28, 2024
Agenda Section:	Public Hearing	**Originating Department:**	Rental and Business Licensing Division
Resolution:	N/A		
Ordinance:	N/A	**Prepared By:**	Megan Bookey, Program Assistant III
Attachments:	1	**Presented By:**	Keith Jullie, Rental and Business Licensing Manager
Item:	Approve an On-Sale Intoxicating Liquor License for Reyes Bar Restaurant Breakfast LLC, Doing Business as Reyes Restaurant Bar & Breakfast, Located at 7901 Brooklyn Boulevard North		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO APPROVE AN ON-SALE INTOXICATING LIQUOR LICENSE FOR REYES BAR RESTAURANT BREAKFAST LLC, DOING BUSINESS AS REYES RESTAURANT BAR & BREAKFAST, LOCATED AT 7901 BROOKLYN BOULEVARD NORTH CONTINGENT ON APPROVAL AND ISSUANCE OF A FOOD LICENSE, CORRECTION OF ALL FIRE CODE ISSUES, ISSUANCE OF ALL REQUIRED PERMITS AND COMPLETION OF ALL REQUIRED INSPECTIONS

Overview:

This is a new On-Sale Intoxicating Liquor License for Reyes Bar Restaurant Breakfast LLC doing business as Reyes Restaurant Bar & Breakfast, located at 7901 Brooklyn Boulevard North.

This location, previously El Loro Mexican Restaurant, is completing some cosmetic changes to the restaurant prior to opening. The owner/applicant has been made aware of some Fire code issues that must be corrected before the liquor and food licenses will be issued.

The Community Development Department, Fire Department and Police Department find no reason that would preclude the issuance of this license. Their reports are on file in the Business and Rental Licensing Division and are available upon request.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments:

5.1A LIQUOR LICENSE LIST

Business Name	Address	Business Type	On / Off Sale	Liquor Type
AMOCO	8050 LAKELAND AVE N	Gas - Food	Off-sale	3.2
FAMILY DOLLAR	7638 BROOKLYN BLVD N	General	Off-sale	3.2
HOLIDAY STATIONSTORE	8500 EDINBURGH CTR DR N	Gas - Food	Off-sale	3.2
KWIK TRIP	9495 NOBLE PKWY N	Gas - Food	Off-sale	3.2
KWIK TRIP	5801 96TH AVE N	Gas - Food	Off-sale	3.2
HOLIDAY	9500 NOBLE PKWY N	Gas - Food	Off-sale	3.2
SPEEDWAY	7601 JOLLY LN N	Gas - Food	Off-sale	3.2
SPEEDWAY	9300 ZANE AVE N	Gas - Food	Off-sale	3.2
FREEDOM STORES	7525 BROOKLYN BLVD N	Gas - Food	Off-sale	3.2
CUB FOODS	9655 COLORADO LN N	Grocery	Off-sale	3.2
CUB FOODS	7555 WEST BROADWAY N	Grocery	Off-sale	3.2
FESTIVAL FOODS	8535 EDINBURGH CTR DR N	Grocery	Off-sale	3.2
HY-VEE FOOD STORE	9409 ZANE AVE N	Grocery	Off-sale	3.2
BIG LIQUOR WAREHOUSE	8022 BROOKLYN BLVD N	Liquor Store	Off-sale	Full
BROOKLYN LIQUORS	6256 BOONE AVE N	Liquor Store	Off-sale	Full
BROOKLYN PARK LIQUOR BARREL	8520 EDINBURGH CTR DR N	Liquor Store	Off-sale	Full
CELLARS WINES & SPIRITS - BROOKLYN PARK	7944 BROOKLYN BLVD N	Liquor Store	Off-sale	Full
CITY LIQUOR	5716 BROOKDALE DR N	Liquor Store	Off-sale	Full
CUB DISCOUNT LIQUOR	7555 WEST BROADWAY N	Liquor Store	Off-sale	Full
HY-VEE WINE & SPIRITS	9409 ZANE AVE N SUITE B	Liquor Store	Off-sale	Full
IKE'S WINE & SPIRITS	9682 COLORADO LN N	Liquor Store	Off-sale	Full
KELLY'S LIQUOR	3210 BROOKDALE DR N	Liquor Store	Off-sale	Full
MADDIES LIQUOR (temp closed)	8521 ZANE AVE N	Liquor Store	Off-sale	Full
PARK LIQUOR OUTLET	6315 ZANE AVE N	Liquor Store	Off-sale	Full
PIXIE LIQUOR	1512 BROOKDALE DR N	Liquor Store	Off-sale	Full
TM LIQUORS	9318 ZANE AVE N	Liquor Store	Off-sale	Full
UP NORTH LIQUOR	9570 NOBLE PKWY N	Liquor Store	Off-sale	Full
BOWLERO	7545 BROOKLYN BLVD N	Bowling Alley	On-sale	Full
HEAVY ROTATION BREWING	9801 XENIA AVE N	Brewery	On & Off sale	Brewery
PALMER LAKE VFW	2817 BROOKDALE DR N	Club	On-sale	Full

Business Name	Address	Business Type	On / Off Sale	Liquor Type
SKAALVENN DISTILLERY	8601 73RD AVE N #14	Distillary	On-sale	Distillary
BUASAVANH	7324 LAKELAND AVE N	Event Center	On-sale	Full
LEOPOLD'S MISSISSIPPI GARDENS	9500 WEST RIVER RD N	Event Center	On-sale	Full
BROOKLAND EXECUTIVE NINE GOLF	8232 REGENT AVE N	Golf	On-sale	3.2
HAMPTON INN	9470 WEST BROADWAY N	Hotel	On-sale	3.2
MINNEAPOLIS MARRIOTT NORTHWEST	7025 NORTHLAND DR N	Hotel	On-sale	Full
BROADWAY PIZZA	8525 EDINBURGH CTR DR N	Restaurant	On-sale	Full
CAM'S BAR & EATERY	8517 63RD AVE N	Restaurant	On-sale	Full
DOS HERMANOS MEXICAN GRILL AND BAR	1408 85TH AVE N	Restaurant	On-sale	Full
HOUSE OF KIRIN	8600 EDINBURGH CTR DR N	Restaurant	On-sale	Wine
HY-VEE MARKET GRILLE	9409 ZANE AVE N SUITE A	Restaurant	On-sale	Full
MAD JACKS SPORTS CAFE	8078 BROOKLYN BLVD N	Restaurant	On-sale	Full
MC'S TAP HOUSE	9690 COLORADO LN N	Restaurant	On-sale	Full
ORO BANQUET - BAR & RESTAURANT	2875 BROOKDALE DR N	Restaurant	On-sale	Full
PLUSH	8578 EDINBURGH CTR DR N	Restaurant	On-sale	Full
REYES RESTAURANT BAR AND BREAKFAST	7901 BROOKLYN BLVD N	Restaurant	On-sale	Full
SKY LOUNGE & BISTRO	8515 EDINBURGH CTR DR N	Restaurant	On-sale	Full
SOKE BBQ & HOT POT	8586 EDINBURGH CTR DR N	Restaurant	On-sale	Wine
THE BROOKLYN	8700 EDINBROOK CROSSING N	Restaurant	On-sale	Full
TOKYO SUSHI ALL YOU CAN EAT	9750 SCHREIBER TER N	Restaurant	On-sale	Wine

City of Brooklyn Park
Request for Council Action

Agenda Item:	7.1	**Meeting Date:**	October 28, 2024
Agenda Section:	General Action Items	**Originating Department:**	Administration
Resolution:	N/A		
Ordinance:	N/A	**Prepared By:**	Katrina Dosher, Program Assistant
Attachments:	N/A	**Presented By:**	Mayor Hollies Winston
Item:	Appointments to Commissions		

City Manager's Proposed Action:

Appoint commissioners to serve on the Budget Advisory Commission and the Recreation and Parks Advisory Commission due to vacancies that occurred after the September 23, 2024 interviews.

BUDGET ADVISORY COMMISSION (BAC) One appointment

City At-large

MOTION _____, SECOND _____, TO APPOINT **Amy Meuers** TO THE BUDGET ADVISORY COMMISSION REPRESENTING THE CITY AT-LARGE EFFECTIVE IMMEDIATELY FOR THE BALANCE OF A THREE-YEAR TERM TO EXPIRE APRIL 1, 2026. (Reappointing or Replacing Nancy Omondi)

RECREATION AND PARKS ADVISORY COMMISSION (RPAC) One appointment

Central District

MOTION _____, SECOND _____, TO APPOINT **Jenkins Vangehn** TO THE RECREATION AND PARKS ADVISORY COMMISSION REPRESENTING THE CENTRAL DISTRICT EFFECTIVE IMMEDIATELY FOR THE BALANCE OF A THREE-YEAR TERM TO EXPIRE APRIL 1, 2025. (Replacing Deborah Lande)

Overview:

If there are any openings left unfilled after the appointments are made at tonight's Council meeting, City staff will re-advertise to fill the positions that are still vacant.

Primary Issues/Alternatives to Consider:

Selection and appointment of commissioners.

Budgetary/Fiscal Issues: N/A

Attachments: N/A

City of Brooklyn Park
Request for Council Action

Agenda Item:	7.2	**Meeting Date:**	October 28, 2024
Agenda Section:	General Action Items	**Originating Department:**	Finance
Resolution:	X		
Ordinance:	N/A	**Prepared By:**	Chris Kuecker, Accountant
Attachments:	4	**Presented By:**	Jason Newby, Inspections & Environmental Health Manager; LaTonia Green, Director of Finance
Item:	Adopt Resolution for Proposed Special Assessments for Certain Delinquent Utility Charges; Abatements Costs for Weed Cutting, Tree Removal, Nuisance Abatements, And Fire Inspection Fees; Administrative Penalty Citations; Various Costs Associated with Rental Housing Cases; and Administrative Fees		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-_____ LEVYING TAX FOR PROPOSED DELINQUENT UTILITY CHARGES, ABATEMENT COSTS FOR WEED CUTTING, TREE REMOVAL, NUISANCE ABATEMENTS, FIRE INSPECTION FEES, ADMINISTRATIVE PENALTY CITATIONS, VARIOUS COSTS ASSOCIATED WITH RENTAL HOUSING CASES, AND ADMINISTRATIVE FEES.

Overview:

Each year, the City has outstanding charges for utility charges; abatements costs for weed cutting, tree removal, nuisance abatements, and fire inspection fees; administrative penalty citations; various costs associated with rental housing cases; and administrative fees that the City is not able to collect from the property owner. The only action that can be taken to collect these charges is to assess the amounts in question and certify these charges to the property taxes of the property owners. Minnesota State Statute 444.075 Subd. 3 allows for the assessment of delinquent utility bills. Minnesota State Statute 429.101 allows for the assessment of delinquent weed cutting, tree removal, and nuisance abatement charges. The City Charter, Section 14.19, allows for the assessment of delinquent administrative citations. Minnesota Statute 336.012 allows for assessment of delinquent fire inspection fees. In addition, notices of this public hearing have been mailed to the affected parties.

For 2024, we have identified the following amounts for possible certification to the property taxes in 2025. Data for 2022 & 2023 is provided below for comparison:

Description	**2022**		**2023**		**2024**	
	Number	Dollar Amount	Number	Dollar Amount	Number	Dollar Amount
Abatements	56	20,912.79	39	16,822.95	42	31,236.38
Citations	249	55,840.00	260	53,900.00	253	60,520.00
Utility Accounts	3037	1,690,147.79	3593	2,082,917.26	3500	2,470,651.18
Tree removal	1	3,600.00	2	4,450.00	1	700.00
Rental Housing	0	-	0	-	0	-
Hydrant Maintenance	0	-	0	-	1	2,025.00
Administrative Fees	3197	48,075.00	3764	56,460.00	3636	54,540.00

During the public hearing on October 14, 2024, several property owners listed below contested their special assessments. The City Council directed staff to gather additional information on these cases. Below are staff updates from the online system, along with details for each contested property. The staff recommendations for each case are provided below.

9320 Austrian Pine Ave – Utility Billing

In July 2024, a standard delinquent letter was mailed to the customer. Water usage has been normal. On February 14, 2024, we received a notice of bankruptcy for Beverly Hart. At the time, the account was under both her and her husband, Ralph's, names. Following the notice, Beverly's name was removed from the account, while Ralph remained due to joint ownership. Beverly's bankruptcy was discharged on May 28, 2024. On October 3, 2024, Beverly contacted Utility Billing to inform us that her husband had passed away in February 2024. She requested that the balance on the account as of that time be written off due to the bankruptcy discharge. Beverly has been provided with financial assistance options and has applied for support. As a courtesy, one set of previous penalties was reversed, following the Finance Department's policy.
Upon reviewing the timeline of the bankruptcy filing and Ralph's death, staff determined that Beverly was the sole owner of the property at the time of the bankruptcy filing, and the debt should have been discharged. Staff recommends removing the customer from certification and writing off the pre-bankruptcy debt in the amount of $599.29. Additionally, staff recommends that the remaining balance of $97.42, which is subject to certification, also be removed from the certification process.

3401 77th Ave No – Utility Billing

The customer was sent a standard delinquency notice in June 2024 but did not make contact until appearing at the Council meeting on 10/14/2024. Water usage appears normal. On 10/15/2024, staff called and spoke with the customer by phone and emailed a copy of the Utility Billing Financial Assistance resource sheet. As a courtesy, one set of previous penalties was reversed in accordance with the Finance Department's policy. Staff recommends certifying the charges if they remain unpaid by November 14, 2024. The account history is attached.

1341 84th Ave No – Utility Billing

The customer was sent a standard delinquency notice in June 2024. Prior to appearing at the Council meeting on 10/14/2024, the customer had contacted Utility Billing Customer Service multiple times regarding his inability to pay. However, he chose not to speak at the meeting. Current water usage is lower than the average account usage. On 10/15/2024, staff reached out to the customer, who reiterated his inability to pay due to being a low-income disabled resident. He has applied for financial assistance from Hennepin County but has not yet been approved. As a courtesy, one set of previous penalties was reversed on 2/20/2024, in accordance with the Finance Department's policy. Additionally, staff extended a payment plan with a very low installment of $20 per month while the customer pursued assistance. No penalties were assessed during the payment plan period. However, the plan was canceled on 9/21/2024 due to nonpayment, and a late payment penalty was assessed in line with policy. The Utility Billing Financial Assistance resource sheet was provided to the customer. Staff recommends certifying the charges if they remain unpaid by November 14, 2024. The account history is attached.

6500 Georgia Ave No – Utility Billing

The customer was mailed a standard delinquency notice in July 2024 and did not make contact until attending the Council meeting on 10/14/2024. Water usage appears normal. Staff attempted to contact the customer on 10/16/2024 and left a voicemail. On 10/17/2024, staff spoke with the customer, who explained that he chose not to speak at the meeting because his main concerns relate to water quality, which he felt was not the appropriate forum to address. He also mentioned financial difficulties following the loss of his wife and plans to apply for assistance soon. He intends to fix a dripping sink and running toilet but has not yet experienced high-water usage. Staff emailed the customer a consumption history, Financial Resources sheet, and contact information for the water treatment plant, as requested. The customer stated he will pay what he can before 11/14/2024. Staff recommends certifying the charges if they remain unpaid by November 14, 2024. The account history is attached.

6500 Georgia Ave No – Citation for Long Grass & Weeds

This case originated as a complaint. Inspections confirmed violations related to long grass. Correction order issued as well as door hangers informing the property owner to gain voluntary compliance. Staff spoke to the homeowner shortly after the abatement contractor was asked to leave the property while abating the brush. A citation was issued for long grass and weeds. After reviewing the case it was determined the abatement authorization was issued incorrectly and did not include the brush. The inspector was instructed to dismiss the fine, however this action did not take place and was inadvertently added to the assessment list. Staff contacted the homeowner shortly after they appealed the special assessment charge that the fines were dismissed. No further action is needed. The case history is attached.

6688 84th Court No – Utility Billing

The customer was sent a standard delinquency notice in July 2024 and did not make contact until attending the Council meeting on 10/14/2024. The customer chose not to speak at the hearing. Water usage appears normal. On 10/15/2024, staff contacted the customer and explained the certification process after she inquired about having her bill certified to taxes. Staff also emailed the Utility Billing Financial Assistance Resource sheet. As a courtesy, one set of previous penalties was reversed in accordance with the Finance Department's policy. The customer stated she would call back with any further questions. Staff recommends certifying the charges if they remain unpaid by November 14, 2024. The account history is attached.

6917 65th Ave N – Unsafe Conditions, Property Maintenance, Unstacked Firewood

This case originated as part of the proactive sweep of this neighborhood. Correction orders were issued as well as door hangers informing the property owner to gain voluntary compliance. A citation was issued for junk and debris. Shortly after the citation was issued, the homeowner requested an appeal hearing. Hearing results and case history is attached. To date, the case remains open, and the homeowner has appealed the hearing results to the Minnesota Court of Appeals. As a result, staff pulled the pending assessments to allow the ongoing appeal to take place.

7132 Janell Ave No – Utility Billing

The customer was sent a standard delinquency notice in July 2024 and did not make contact until attending the Council meeting on 10/14/2024, where they chose not to speak. On 10/15/2024, staff contacted the customer, who requested assistance. Staff emailed the Utility Billing Financial Assistance resource sheet. As a courtesy, one set of previous penalties was reversed in accordance with the Finance Department's policy. A payment plan was set up on the September 2024 bill, extending the due date and preventing penalty charges on that bill. The customer indicated they would apply for assistance and reach out with any further questions. Staff recommends certifying the charges if they remain unpaid by November 14, 2024. The account history is attached.

7132 Janell Ave N – Unsafe Conditions, Inoperable Vehicle

This case originated as a notification to city staff that the conditions inside may be unsafe. Inspections confirmed violations related to unsafe conditions, a commercial vehicle, exterior storage, and vehicle violations in the driveway. Staff spoke to the homeowner shortly after the first inspection as they were requesting additional time to comply with the correction orders. Informed the owner of other options to address the concerns inside and the vehicles stored outside. A citation was issued for unsafe conditions inside the home and for the inoperable vehicle (the commercial vehicle was removed). The homeowner did not appeal the citations. The case was closed shortly after staff worked again with the homeowner and offered multiple extensions and resources to bring the property into compliance. Staff recommends that the charges be certified if not paid by November 14, 2024. The case history is attached. Additional information related to the unsafe conditions referenced in this case is protected data and must comply with Minnesota Statute, 216B.0976 sub. 2.

8009 Vincent Circle No – Utility Billing

The customer was sent a standard delinquency notice in June 2024 and made no contact until attending the Council meeting on 10/14/2024, where they chose not to speak. On 10/15/2024, staff contacted the customer, who indicated they were unable to pay. As a courtesy, one set of previous penalties was reversed in accordance with the Finance Department's policy. Staff also emailed the Utility Billing Financial Assistance resource sheet, and the customer stated they would apply for assistance. Staff recommends certifying the charges if they remain unpaid by November 14, 2024. The account history is attached.

We continue to receive and post payments on these accounts daily. Payments will be accepted until 4:30 p.m. on November 14, 2024. Accounts paid by this deadline will be removed from the certification list, while those remaining unpaid will be certified to Hennepin County. The certified amount will include the outstanding balance, 14 months of interest at a 4% annual rate, a $35 administrative fee, and a $2.50 Hennepin County service charge.

Additionally, a $15 administrative fee was applied to each account that received a delinquency notice, as approved at the November 13, 2018, Council meeting.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments:

7.2A RESOLUTION
7.2B UTILITY BILLING DOCUMENTATION *(LIMITED DISTRIBUTION – Available for viewing at the City Clerk's office)*
7.2C CASE SUMMARY 6500 Georgia Ave *(LIMITED DISTRIBUTION – Available for viewing at the City Clerk's office)*
7.2D CASE SUMMARY 6917 65th Ave *(LIMITED DISTRIBUTION – Available for viewing at the City Clerk's office)*
7.2E CASE SUMMARY 7132 Janell Ave *(LIMITED DISTRIBUTION – Available for viewing at the City Clerk's office)*

RESOLUTION #2024-

RESOLUTION LEVYING TAX FOR PROPOSED DELINQUENT UTILITY CHARGES, ABATEMENT COSTS FOR WEED CUTTING, TREE REMOVAL, NUISANCE ABATEMENTS, FIRE INSPECTION FEES, ADMINISTRATIVE PENALTY CITATIONS, VARIOUS COSTS ASSOCIATED WITH RENTAL HOUSING CASES, AND ADMINISTRATIVE FEES

WHEREAS, pursuant to proper notice duly given as required by law, Council has met, and heard, and passed upon all objections to the proposed assessment for delinquent utilities, weed cutting, tree removal, utility invoices, administrative citations, nuisance abatement charges and fire inspection fees.

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

1. That pursuant to Minnesota Statutes and the City Code of the City of Brooklyn Park, the delinquent utility bills, weed cutting charges, utility invoices, administrative penalty citations, nuisance abatement charges, and fire inspection fees shall be levied against the properties and collected as other taxes are collected, and remitted to the City of Brooklyn Park. All properties involved and the amounts to be certified are on file with the City Clerk.

2. That such proposed assessment, hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included with the exception of the house and garage roof tract of land is hereby found to be benefited by the delivered services in the amount of the assessment levied against it, and that each property shall have the entire amount, plus interest for (14) months at the rate of 4% PER annum, and a $35.00 administrative fee added to their assessment, and a Hennepin County administration service charge of $2.50.

3. That the owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole or any part of the assessment on such property from the adoption of this resolution until November 14, 2024.

4. That the City Clerk shall forthwith transmit a certified duplicate of this assessment to the County Auditor to be extended on the property tax lists of the County, and such assessments shall be collected and paid in the same manner as other municipal taxes.

9320 Austrianpine Ave No

Event	Date	Details	Comments
Payment Plan	10/31/2024	$1,016.75	Not due yet.
Note	10/18/2024	ACCOUNT CORRECTION	Lead Clerk reviewed the timeline and realized that the bankruptcy filing on 2/14/24 and the death of Ralph in February, leaves Beverly as the sole owner of the property and should have been discharges under the bankruptcy notification. The Account will be adjusted accordingly.
Note	10/16/2024	CUSTOMER CONTACT	Customer Returned our call and asked if we could remove the portion of the bill from before her bankruptcy Discharge date of May 2024. She will contact her Bankruptcy Lawyer to find out if these charges are covered in her Bankruptcy. She was advised that we would need a letter from her Lawyer if there is a change to her case.
Note	10/15/2024	CUSTOMER CONTACT	Staff called again at 3:20pm. She has applied for assistance for Gas and Electric and was approved. She also applied for Water assistance and was told it would take 60 days. She is asking that we do not certify to give them time to approve her application. She will contact us if her application is approved.
Note	10/15/2024	CUSTOMER CONTACT	Finance Director left voice message for the customer at 9:53am
Note	10/15/2024	CUSTOMER CONTACT	Customer appeared at the Council meeting to appeal the certification and ask for an extension. She was not present when her name was called.
Adjustment	10/09/2024	$-75.74	One time penalty waived per policy (after two years)
Transaction Statement	10/08/2024	Kathleen Alberico	Account balance statement sent to customer
Note	10/03/2024	ASSOCIATED CUSTOMERS	Lead Clerk spoke to the customer on 10/3/24 1:59 PM. The customer will talk with her attorney regarding the Joint ownership of the property and the bankruptcy that was files under her name only. She has also applied for assistance with Community Action Partnership and would like more time to pay. She is concerned that CAP will not be able to get the payment to us before the deadline. She will appear at the council meeting on Oct 14th. She is asking for an extension to pay the bill beyond the November 14th deadline. Staff e-mailed a copy of the certification letter to her and requested that she send her intentions to appear at the meeting to the bp-cert email address.
Note	10/03/2024	ASSOCIATED CUSTOMERS	Staff spoke to the customer on 10/3/24 1:33 PM. Customer stated that her husband passed away in February 2024 and Mail was being delivered in his name. Her name is not on the account. Staff explained that her name was removed when we received the bankruptcy stay notification that was in her name only. Since it is a jointly owned property, her husbands name was left on the account. Since her bankruptcy was discharged May 2024, she would like the debt taken off the account. She was escalated to the Lead Clerk.
Bad Debt	09/11/2024	Notified	Notified of pending certification
Billing Items	09/11/2024	$15.00	Certification Admin Fee
Bill	09/01/2024	$168.56	
Statement	07/20/2024	Standard Delinquent Accounts	NOTIFIED OF PAST DUE BALANCE
Penalty	07/20/2024	$75.74	
Bill	06/01/2024	$158.16	
Note	05/28/2024	BANKRUPCTY	Bankruptcy Discharge notification received for Beverly on 5/28/24
Penalty	04/20/2024	$54.48	
Bill	03/01/2024	$138.86	
Note	02/21/2024	BANKRUPTCY	Received Bankruptcy Notification- Case #24-40369, Chapter 7 filed on 2/14/24 for Beverly Hart only. Removed Beverly's name from the account and left Co-owner on.
Penalty	01/20/2024	$36.91	
Bill	12/01/2023	$168.21	
Bad Debt	11/19/2023	Notified	Notified of pending certification
Write Off	11/19/2023	$-15.00	Certified to property tax
Write Off	11/18/2023	$-264.74	Certified to property tax
Penalty	10/21/2023	$42.33	
Bad Debt	09/06/2023	Notified	Notified of pending certification
Billing Items	09/06/2023	$15.00	Certification Admin Fee
Bill	09/01/2023	$132.01	
Statement	07/15/2023	Standard Delinquent Accounts	NOTIFIED OF PAST DUE BALANCE
Penalty	07/15/2023	$26.49	
Bill	06/01/2023	$153.21	
Penalty	04/15/2023	$10.14	
Payment	04/03/2023	$396.00	
Transaction Statement	03/30/2023	Kathleen Alberico	Account balance statement sent to customer
Bill	03/01/2023	$137.71	
Penalty	01/21/2023	$32.69	
Bill	12/01/2022	$124.61	
Write Off	11/16/2022	$-15.00	Certified to property tax
Write Off	11/15/2022	$-242.29	Certified to property tax
Penalty	10/15/2022	$40.43	
Bad Debt	09/12/2022	Notified	Notified of pending certification
Billing Items	09/12/2022	$15.00	Certification Admin Fee
Bill	09/01/2022	$137.71	
Statement	07/16/2022	Standard Delinquent Accounts	NOTIFIED OF PAST DUE BALANCE
Penalty	07/16/2022	$24.24	
Payment	07/05/2022	$105.00	
Transaction Statement	06/30/2022	Kathleen Alberico	Account balance statement sent to customer
Bill	06/01/2022	$203.21	
Penalty	04/16/2022	$13.10	
Payment	03/16/2022	$150.00	
Bill	03/01/2022	$193.41	

Payment	01/24/2022	$384.00	
Penalty	01/15/2022	$42.89	
Bill	12/01/2021	$174.66	
Penalty	10/16/2021	$23.11	
Bill	09/01/2021	$230.91	
Payment	08/20/2021	$254.02	
Statement	07/17/2021	Standard Delinquent Accounts	NOTIFIED OF PAST DUE BALANCE
Penalty	07/17/2021	$23.11	
Bill	06/01/2021	$230.91	
Payment	05/14/2021	$1,282.93	
Penalty	04/20/2021	$115.29	
Note	03/25/2021	CUSTOMER CONTACT	Customer asked for adjustment to her bill due to a leak. The leak was confirmed repaired and her bill was adjusted to lowest tiered rate. As a courtesy one set of previous penalties was reversed in accordance with the Finance Department's policy.
Transaction Statement	03/25/2021	Melissa Stay	Account balance statement sent to customer
Adjustment	03/25/2021	$-372.4	Adjustment for High bill dud to a water leak -
Adjustment	03/25/2021	$-24.56	One time penalty waived per policy
Bill	03/01/2021	$408.41	
Work Order	01/20/2021	Completed	Verified leaks repaired
Work Order	01/06/2021	Completed	Verified leaks repaired
Bill	12/01/2020	$871.01	
Penalty	10/17/2020	$24.56	
Payment	10/05/2020	$1,200.00	
Transaction Statement	09/16/2020	Kathleen Alberico	Account balance statement sent to customer
Billing Items	09/16/2020	$15.00	Certification Admin Fee
Bad Debt	09/14/2020	Notified	Notified of pending certification
Bill	09/01/2020	$796.91	
Statement	07/18/2020	Standard Delinquent Accounts	NOTIFIED OF PAST DUE BALANCE
Note	07/09/2020	BANK DRAFTING	Customer requested to end her bill auto pay and to be set up on a payment plan.
Bill	06/01/2020	$648.71	
Payment	04/16/2020	$319.87	
Bill	03/01/2020	$319.87	
Payment	01/16/2020	$239.07	

GENERAL ACCOUNT NOTE: PROPERTY IS OWNER OCCUPIED. BILLS AND NOTICES HAVE BEEN DELIVERED BY USPS MAIL SERVICE. WATER USAGE IS NORMAL FOR THE PROPERTY

3401 77th Ave No

Event	Date	Details	comments
Note	10/15/2024	Account Note	Customer appeared at city council meeting to appeal certification asking for an extension. Staff called 10/15/24 and spoke to her on the phone. Emailed copy of the Utility Billing Financial Assistance resources sheet. Waived the most recent late fee as a one time courtesy per policy. she was given the option to pay $870.74 and have 4 late fees totaling $294.87 waived if she signs up for autopay. she will see what she can do and will call back with any questions.
Adjustment	10/15/2024	$-103.25	One time penalty waived per policy
Penalty	09/21/2024	$103.25	
Bad Debt	09/11/2024	Notified	Notified of pending certification
Billing Items	09/11/2024	$15.00	Certification Admin Fee
Bill	08/01/2024	$209.56	
Payment	06/28/2024	$200.00	
Statement	06/15/2024	Standard Delinquent Accounts	Notified of past due balance
Penalty	06/15/2024	$92.99	
Bill	05/01/2024	$259.16	
Penalty	03/16/2024	$60.98	
Bill	02/01/2024	$195.61	
Penalty	12/16/2023	$37.65	
Payment	11/13/2023	$150.00	
Payment	11/03/2023	$200.00	
Bill	11/01/2023	$166.26	
Payment	09/22/2023	$162.00	
Penalty	09/16/2023	$65.65	
Bad Debt	09/06/2023	Notified	Notified of pending certification
Billing Items	09/06/2023	$15.00	Certification Admin Fee
Bill	08/01/2023	$159.41	
Statement	06/17/2023	Standard Delinquent Accounts	Notified of past due balance
Penalty	06/17/2023	$45.19	
Bill	05/01/2023	$178.11	
Payment	04/06/2023	$200.00	
Penalty	03/18/2023	$43.07	
Bill	02/01/2023	$163.91	
Payment	01/19/2023	$200.00	
Penalty	12/17/2022	$42.43	
Write Off	11/16/2022	$-15.00	Certified to property tax
Write Off	11/15/2022	$-715.88	Certified to property tax
Bill	11/01/2022	$157.36	
Penalty	09/17/2022	$89.36	
Bad Debt	09/12/2022	Notified	
Billing Items	09/12/2022	$15.00	Certification Admin Fee
Bill	08/01/2022	$177.66	
Statement	06/21/2022	Standard Delinquent Accounts	Notified of past due balance
Penalty	06/21/2022	$65.10	
Bill	05/01/2022	$163.91	
Penalty	03/19/2022	$44.28	
Payment	02/03/2022	$100.00	
Bill	02/01/2022	$158.21	
Penalty	12/18/2021	$34.96	
Write Off	11/18/2021	$-15.00	Certified to property tax
Write Off	11/17/2021	$-171.52	Certified to property tax
Bill	11/01/2021	$158.21	
Penalty	09/18/2021	$33.00	
Billing Items	09/14/2021	$15.00	Certification Admin Fee
Bad Debt	09/13/2021	Notified	Notified of pending certification
Bill	08/01/2021	$158.21	
Statement	06/19/2021	Standard Delinquent Accounts	Notified of past due balance
Penalty	06/19/2021	$15.61	
Bill	05/01/2021	$155.91	
Work Order	04/22/2021	Completed	
Payment	03/19/2021	$240.64	
Bill	02/01/2021	$148.31	
Penalty	12/19/2020	$8.39	
Payment	11/23/2020	$115.00	
Write Off	11/17/2020	$-15.00	Certified to property tax
Write Off	11/17/2020	$-100.38	Certified to property tax
Bill	11/01/2020	$130.46	
Penalty	09/19/2020	$15.37	
Billing Items	09/16/2020	$15.00	Certification Admin Fee
Bad Debt	09/14/2020	Notified	Notified of pending certification
Work Order	08/13/2020	Completed	Meter was not registering usage - replaced stuck meter
Payment	08/06/2020	$172.00	
Bill	08/01/2020	$53.11	Zero water billed
Payment	05/24/2020	$150.00	
Bill	05/01/2020	$53.11	Zero water billed
Payment	02/05/2020	$200.00	

Bill	02/01/2020	$174.92	

General Account Note:
Owner occupied property. Bills and notices have been delivered via USPS Mail Service. Water Usage is normal for the account history, except in 2020 when the meter

1341 84th Ave No

Event	Date	Details	Comments
Note	10/15/2024	CUSTOMER CONTACT	Customer appeared at city council meeting to appeal certification. Staff spoke to him on the phone today, 10/15/24. He stated that he is disabled and low income. He has applied to Hennepin county for assistance already but has not been approved. Staff emailed the Utility Billing Financial Assistance resource sheet to him. He also stated he could not make regular payments. He will apply to the other resources staff provided and call back with any questions.
Penalty	09/21/2024	$60.64	
Bad Debt	09/11/2024	Notified	Notified of pending certification
Billing Items	09/11/2024	$15.00	Certification Admin Fee
Note	08/29/2024	CUSTOMER CONTACT	Customer wanted assurance that he will receive a letter to be reminded of the public hearing date so he can dispute the Certification. He was reminded to contact CAP for assistance sooner than later to see if he can get assistance for paying the water bill.
Bill	08/01/2024	$105.96	
Statement	06/15/2024	Standard Delinquent Accounts	Notified of past due balance
Bill	05/01/2024	$105.96	
Note	03/25/2024	CUSTOMER CONTACT	I just spoke to this customer for over 20 minutes regarding his account. He was very emotional. He feels we stole $1,100.00 from him by certifying his bill to the property taxes last year. He asked what he is supposed to do now and wanted help paying his mortgage as he is disabled. I offered some places to call for assistance. Salvation Army, CEAP, United Way and Hennepin County. He is receiving assistance for his other bills through Hennepin County already and has been turned down by United Way. He was emotional and resorted to name calling. I was able to calm him down several times but it eventually devolved into me asking him to have a respectful conversation or I would have no other information to offer him. I advised at this point I cannot undo the certification from last year. He has been given a payment plan to give him time to locate assistance and make payments. We have also reversed a late fee. I also advised if he was unable to get assistance before certification time this year he should follow the instructions to appeal when he receives his notice in September and attend the October meeting. I have added a note to his account. He wanted to talk to someone “with power that could actually help him”. I gave him the Assistant Finance Director's contact info.
Note	02/21/2024	PAYMENT PLAN	Customer will make $20.00 payments starting April 24th through July 24. He is trying to get the Water assistance program to help him, but they aren't taking applications until July. I offered the one time penalty waiver and the waiver of penalties until the August 1st billing. He was asked to call us in August to confirm the status of his application for assistance. He mentioned some issues with his home that need repair. I referred him to John Kinara to find out if he qualifies for any home loan assistance through the EDA programs.
Adjustment	02/21/2024	$-29.69	One time penalty waived per policy
Bill	02/01/2024	$97.76	
Note	01/03/2024	CUSTOMER CONTACT	Customer was in contact with Utility Billing and Assessing regarding the special assessment on the 2024 taxes. The customer was upset that his mortgage payment has increased and he is a disabled low income resident. He has a disabled exemption on his property taxes. Tracy and Chris explained that the exemption applies to his property taxes not the assessed water bill. Chris reminded him about the letter that was mailed to him in September and that the appeal process ended on October 9th. He was told that nothing further could be done regarding the assessment but he was offered information for the CAP Water Assistance program for relief of the current charges. A payment plan was mentioned but the customer cannot commit to making payments so no plan was agreed to. The one time penalty waiver option was not exercised at this time and will still be an option in the future. If the customer applies for the water assistance program we can re-address the payment plan option.
Penalty	12/16/2023	$29.69	
Write Off	11/19/2023	$-15.00	Certified to property tax
Write Off	11/18/2023	$-913.52	Certified to property tax
Bill	11/01/2023	$97.76	
Penalty	09/16/2023	$101.14	
Bad Debt	09/06/2023	Notified	Notified of pending certification
Billing Items	09/06/2023	$15.00	Certification Admin Fee
Bill	08/01/2023	$97.76	
Statement	06/17/2023	Standard Delinquent Accounts	Notified of past due balance
Penalty	06/17/2023	$83.05	
Bill	05/01/2023	$104.61	
Penalty	03/18/2023	$65.99	
Bill	02/01/2023	$98.41	
Penalty	12/17/2022	$51.04	
Write Off	11/16/2022	$-15.00	Certified to property tax
Write Off	11/15/2022	$-633.73	Certified to property tax
Bill	11/01/2022	$144.26	
Penalty	09/17/2022	$90.90	
Bad Debt	09/12/2022	Notified	Notified of pending certification
Billing Items	09/12/2022	$15.00	Certification Admin Fee
Bill	08/01/2022	$275.26	
Work Order	07/08/2022	Completed	Assisted Customer with finding Leaks - identified a leaky toilet

Statement	06/21/2022	Standard Delinquent Accounts	Notified of past due balance
Penalty	06/21/2022	$57.63	
Bill	05/01/2022	$318.86	
Penalty	03/19/2022	$23.40	
Bill	02/01/2022	$227.91	
Payment	**11/15/2021**	**$279.00**	
Bill	11/01/2021	$214.11	
Penalty	09/18/2021	$6.44	
Bill	08/01/2021	$198.01	
Bill	05/01/2021	$198.01	
Bill	02/01/2021	$135.26	
Payment	**12/18/2020**	**$768.53**	
Work Order	12/17/2020	Completed	Assisted Customer with Sewer issue - Encrustation in Service, Advised Homeowner
Write Off	11/17/2020	$-571.76	Certified to property tax
Write Off	11/17/2020	$-15.00	Certified to property tax
Bill	11/01/2020	$119.86	
Penalty	09/19/2020	$68.51	
Billing Items	09/16/2020	$15.00	Certification Admin Fee
Bad Debt	09/14/2020	Notified	Notified of pending certification
Bill	08/01/2020	$113.26	
Bill	05/01/2020	$106.66	
Bill	02/01/2020	$100.32	

General Account Note:
Owner occupied property. Bills and notices have been delivered via USPS Mail Service. There was a leak at the property in 2022 that has been resolved. Water Usage is

6500 Georgia Ave No

Event	Date	Details	comments
Note	10/17/2024	CUSTOMER CONTACT	Called customer 10/17/24 and spoke to him. Staff emailed the Utility Billing Financial Assistance resource sheet to him. He is experiencing financial difficulty and will apply where he sees fit. He did not choose to speak at the council meeting because his questions related more to the water quality and he deemed the meeting not to be the appropriate outlet for that. He stated he was going to make repairs on some leaks he has but his usage is less than previous years. Usage is not high.
Adjustment	10/17/2024	-38.21	Reversed late fee-one time courtesy
Note	10/16/2024	CUSTOMER CONTACT	Customer appeared at City Council meeting to appeal certification asking for an extension. He chose not to speak at the meeting. Called 10/16/24 10:30 today and left voicemail to call back with questions. He provide an email on the meeting form but it is unreadable.
Bad Debt	09/11/2024	Notified	Notified of pending certification
Billing Items	09/11/2024	$15.00	
Bill	09/01/2024	$167.76	
Payment	08/09/2024	$100.00	
Statement	07/20/2024	Standard Delinquent Accounts	Notified of past due balance
Penalty	07/20/2024	$38.21	
Bill	06/01/2024	$128.16	
Note	05/20/2024	ASSOCIATED CUSTOMERS	REMOVED KENNEDY(DECEASED) PER IN PERSON REQUEST FROM JOHNSON.
Edit Associated Custome	05/20/2024	Mailing Address Change	
Payment	05/20/2024	$140.00	
Penalty	04/20/2024	$35.83	
Bill	03/01/2024	$152.56	
Penalty	01/20/2024	$18.70	
Bill	12/01/2023	$186.81	
Payment	11/06/2023	$384.56	
Penalty	10/21/2023	$33.59	
Payment	10/10/2023	$180.00	
Payment	09/13/2023	$180.00	
Bad Debt	09/06/2023	Notified	
Billing Items	09/06/2023	$15.00	
Bill	09/01/2023	$179.96	
Statement	07/15/2023	Standard Delinquent Accounts	Notified of past due balance
Penalty	07/15/2023	$46.91	
Bill	06/01/2023	$179.96	
Payment	04/22/2023	$150.00	
Penalty	04/15/2023	$39.91	
Bill	03/01/2023	$126.11	
Penalty	01/21/2023	$24.84	
Bill	12/01/2022	$133.31	
Penalty	10/15/2022	$10.46	
Bill	09/01/2022	$104.51	
Payment	08/08/2022	$120.25	
Statement	07/16/2022	Standard Delinquent Accounts	Notified of past due balance
Penalty	07/16/2022	$10.94	
Bill	06/01/2022	$109.31	
Payment	05/25/2022	$357.96	
Penalty	04/16/2022	$32.56	
Bill	03/01/2022	$80.91	
Penalty	01/15/2022	$22.24	
Bill	12/01/2021	$108.86	
Penalty	10/16/2021	$10.31	
Bill	09/01/2021	$93.41	
Payment	07/26/2021	$96.64	
Statement	07/17/2021	Standard Delinquent Accounts	Notified of past due balance
Penalty	07/17/2021	$9.67	
Bill	06/01/2021	$87.16	
Payment	05/04/2021	$94.76	
Penalty	04/20/2021	$9.48	
Bill	03/01/2021	$94.76	
Payment	01/21/2021	$239.21	
Penalty	01/16/2021	$21.76	
Bill	12/01/2020	$106.66	
Penalty	10/17/2020	$10.08	
Bill	09/01/2020	$100.71	
Payment	07/28/2020	$117.33	
Statement	07/18/2020	Standard Delinquent Accounts	Notified of past due balance
Penalty	07/18/2020	$10.67	
Bill	06/01/2020	$106.66	
Payment	04/16/2020	$100.32	
Bill	03/01/2020	$100.32	
Payment	01/14/2020	$125.82	

General Account Note:

Property is owner occupied. Bills and notices have been delivered by USPS mail service. water usage is normal for the property.

6688 84th Court No

Event	Date	Details	comments
Note	10/15/2024	CUSTOMER CONTACT	Customer appeared at the city council meeting to appeal certification. Staff spoke to her on the phone. She asked what it meant to have her bill certified to taxes. Staff explained the process and emailed her the Utility Billing Financial Assistance resource sheet. As a courtesy one set of previous penalties was reversed in accordance with the Finance Department's policy. She will call back with any questions.
Bad Debt	09/11/2024	Notified	Notified of pending certification
Billing Items	09/11/2024	$15.00	Certification Admin Fee
Bill	09/01/2024	$445.70	
Penalty	07/20/2024	$28.86	
Statement	07/20/2024	Standard Delinquent Accounts	Notified of past due balance
Bill	06/01/2024	$288.50	
Payment	04/15/2024	$221.55	
Bill	03/01/2024	$221.55	
Payment	01/11/2024	$210.90	
Bill	12/01/2023	$210.90	
Payment	09/22/2023	$178.80	
Bill	09/01/2023	$178.80	
Payment	07/11/2023	$166.30	
Bill	06/01/2023	$166.30	
Payment	04/08/2023	$107.52	
Bill	03/01/2023	$107.52	
Payment	01/12/2023	$102.72	
Bill	12/01/2022	$102.72	
Payment	10/11/2022	$115.12	
Work Order	09/15/2022	Completed	O&M Service dept called out for lower valve replacement.
Bill	09/01/2022	$105.12	
Payment	08/01/2022	$100.00	
Penalty	07/16/2022	$10.00	
Statement	07/16/2022	Standard Delinquent Accounts	Notified of past due balance
Payment	07/11/2022	$102.93	
Bill	06/01/2022	$102.72	
Penalty	04/16/2022	$9.12	
Bill	03/01/2022	$91.09	
Payment	01/14/2022	$134.98	
Bill	12/01/2021	$78.59	
Penalty	10/16/2021	$5.13	
Bill	09/01/2021	$51.26	

General Account Note:
Owner occupied property since June 2021. Bills and notices have been delivered via USPS mail service. Water usage is normal for the account history with the exception

7132 Janell Ave No

Event	Date	Details	comments
Note	10/16/2024	CUSTOMER CONTACT	Customer appeared at city council meeting to appeal certification asking for an extension. Utility billing customer service called and spoke to him on the phone. He asked for assistance. Emailed Utility Billing Financial Assistance Resource sheet to him. As a courtesy one set of previous penalties was reversed in accordance with the Finance Department's policy. A payment plan was issued on the September 2024 bill to extend the due date and allow for no penalty charges on this bill. The customer indicated that he will apply for assistance and call if he has further questions.
Edit Associated Custome	10/16/2024	E-Mail Address Updated	Owner did not move back in. Verified mailing address is correct and updated E-mail contact info.
Adjustment	10/16/2024	$-84.86	One time penalty waived per policy
Bad Debt	09/11/2024	Notified	Notified of pending certification
Billing Items	09/11/2024	$15.00	Certification Admin Fee
Bill	09/01/2024	$165.16	Payment plan issued to extend due date and not charge penalties.
Statement	07/20/2024	Standard Delinquent Accounts	Notified of past due balance
Penalty	07/20/2024	$84.86	
Bill	06/01/2024	$388.96	
Work Order	04/25/2024	Completed	Owner preparing to move back in. Inspected meter and found pipes frozen above the meter. Meter body was damaged. A new meter body was installed. The water was turned on.
Penalty	04/20/2024	$41.80	
Bill	03/01/2024	$63.51	
Penalty	01/20/2024	$32.23	
Note	01/17/2024	Unheated vacant property letter	Notification sent to property owner of Water shut off on unheated property.
Work Order	01/12/2024	Completed	Gas off follow up. Property confirmed vacant, Water shut off to avoid frozen pipes.
Bill	12/01/2023	$70.36	
Write Off	11/19/2023	$-15.00	Certified to property tax
Write Off	11/18/2023	$-866.34	Certified to property tax
Work Order	10/27/2023	Completed	Received Center Point Utility Off Notice- Verified Gas is locked off but appears occupied
Penalty	10/21/2023	$101.65	
Bad Debt	09/06/2023	Notified	Notified of pending certification
Billing Items	09/06/2023	$15.00	Certification Admin Fee
Bill	09/01/2023	$63.51	
Statement	07/15/2023	Standard Delinquent Accounts	Notified of past due balance
Penalty	07/15/2023	$86.65	
Bill	06/01/2023	$84.06	
Penalty	04/15/2023	$71.11	
Bill	03/01/2023	$157.36	
Penalty	01/21/2023	$50.36	
Bill	12/01/2022	$163.91	
Write Off	11/16/2022	$-15.00	Certified to property tax
Write Off	11/15/2022	$-679.62	Certified to property tax
Penalty	10/15/2022	$92.67	
Bad Debt	09/12/2022	Notified	Notified of pending certification
Billing Items	09/12/2022	$15.00	Certification Admin Fee
Bill	09/01/2022	$163.91	
Payment	08/13/2022	$150.00	
Statement	07/16/2022	Standard Delinquent Accounts	Notified of past due balance
Penalty	07/16/2022	$82.96	
Bill	06/01/2022	$177.01	
Penalty	04/16/2022	$59.33	
Bill	03/01/2022	$156.56	
Penalty	01/15/2022	$39.72	
Bill	12/01/2021	$154.26	
Write Off	11/18/2021	$-15.00	Certified to property tax
Write Off	11/17/2021	$-578.57	Certified to property tax
Penalty	10/16/2021	$74.68	
Billing Items	09/14/2021	$15.00	Certification Admin Fee
Bad Debt	09/13/2021	Notified	Notified of pending certification
Bill	09/01/2021	$168.06	
Statement	07/17/2021	Standard Delinquent Accounts	Notified of past due balance
Penalty	07/17/2021	$52.61	
Bill	06/01/2021	$242.91	
Penalty	04/20/2021	$25.73	
Bill	03/01/2021	$339.61	
Work Order	02/16/2021	Completed	Replaced Frozen Meter
Payment	02/08/2021	$471.34	
Penalty	01/16/2021	$35.38	
Bill	12/01/2020	$123.61	
Write Off	11/17/2020	$-795.68	Certified to property tax
Write Off	11/17/2020	$-15.00	Certified to property tax
Penalty	10/17/2020	$93.25	
Billing Items	09/16/2020	$15.00	Certification Admin Fee
Bad Debt	09/14/2020	Notified	Notified of pending certification
Bill	09/01/2020	$136.81	

Statement	07/18/2020	Standard Delinquent Accounts	Notified of past due balance
Penalty	07/18/2020	$72.35	
Bill	06/01/2020	$141.21	
Bill	03/01/2020	$105.97	
Penalty	01/18/2020	$43.30	

General Account Note:
Rental property. Bills and notices have been delivered via USPS service to the Landlord. Water usage is normal for the account history.

8009 Vincent Circle No

Event	Date	Details	Notes
Note	10/16/2024	CUSTOMER CONTACT	Customer appeared at city council meeting to appeal certification asking for assistance. She chose not to speak at the meeting. Per 10/16/24 phone call she is unable to pay. Staff emailed the Utility Billing Financial Assistance resource sheet. She will apply for assistance and call back with further questions if necessary. Staff utilized the language line for a translator for the Hmong language.
Adjustment	10/16/2024	$-68.77	One time penalty waived per policy
Penalty	09/21/2024	$68.77	
Bad Debt	09/11/2024	Notified	Notified of pending certification
Billing Items	09/11/2024	$15.00	
Bill	08/01/2024	$172.56	
Statement	06/15/2024	Standard Delinquent Accounts	Notified of past due balance
Penalty	06/15/2024	$46.84	
Bill	05/01/2024	$209.56	
Penalty	03/16/2024	$23.53	
Bill	02/01/2024	$218.66	
Payment	01/23/2024	$166.26	
Penalty	12/16/2023	$16.64	
Bill	11/01/2023	$166.26	
Payment	10/05/2023	$226.79	
Penalty	09/16/2023	$20.63	
Bill	08/01/2023	$206.16	
Payment	06/06/2023	$179.96	
Bill	05/01/2023	$179.96	

General Account Note:
Owner occupied property. New Customer as of 2/1/2023. Bills and notices have been delivered via USPS Mail service. Water usage is normal for the account history.

Case Activity Summary

Case Number: 2023-00002281 Citation Number(s): 98
Address of Violation: 6500 GEORGIA Ave N Code Section(s): CH.97.20, 97.50 (E) 94.03 (H)
Owner Name: GEORGE JOHNSON
Owner Mailing Address: 6500 GEORGIA AVE N BROOKLTN PARK MN 55428

Date	Action	Notes	Staff
9-28-2023	Inspection	Case originated as a complaint. Inspection revealed long grass and weeds on the property. Door hanger was left for the homeowner to contact the inspector.	Tom
9-28-23	Correction Order	Correction order sent by U S Mail.	Tom
10-16-2023	Inspection	Still in violoation. Long grass weeds.	Tom
10-16-2023	Abatement	Work authorization issued to abate long grass and weeds.	Tom
10-24-2023	City Fine	Fine 200.00 for turning away contractor. Contractor had started to pick up branches and was told to leave the property.	Tom
10-31-2023	Phone call	Homeowner contacted staff to inform them the violations were corrected. Reviewed appeal process for citation.	Tom
11-15-2023	Citation Dismissal	After reviewing the case it was determined that the abatement authorization was issued incorrectly and did not include brush. Inspector was instructed to dismiss the fine.	Michelle

Case Activity Summary

Case Number: 2023-00002281 Citation Number(s): 98

Address of Violation: 6500 GEORGIA Ave N Code Section(s): CH.97.20, 97.50 (E) 94.03 (H)

Owner Name: GEORGE JOHNSON

Owner Mailing Address: 6500 GEORGIA AVE N BROOKLTN PARK MN 55428



Case Activity Summary

Case Number: 2023-00002281 Citation Number(s): 98

Address of Violation: 6500 GEORGIA Ave N Code Section(s): CH.97.20, 97.50 (E) 94.03 (H)

Owner Name: GEORGE JOHNSON

Owner Mailing Address: 6500 GEORGIA AVE N BROOKLTN PARK MN 55428



Case Activity Summary

Case Number: 2023-00002281 Citation Number(s): 98

Address of Violation: 6500 GEORGIA Ave N Code Section(s): CH.97.20, 97.50 (E) 94.03 (H)

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Case Number: 2023-00002281 Citation Number(s): 98

Address of Violation: 6500 GEORGIA Ave N Code Section(s): CH.97.20, 97.50 (E) 94.03 (H)

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Case Activity Summary

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Owner Mailing Address: 6500 GEORGIA AVE N BROOKLTN PARK MN 55428

Please contact your inspector Thomas DeVriendt 763-493-8075
Si usted necesita asistencia en español, llame 763-493-8070 oprima cinco (5)
Yog koj tsis tau tau es yuav lub Hmoob hu 763-493-8070 nias xoom (0)

September 28 2023

G E JOHNSON JR & M M KENNEDY
6500 GEORGIA AVE N
BROOKLYN PARK, MN 55428-0000

CASE #: 2023-00002281
PROPERTY IN VIOLATION: 6500 GEORGIA AVE N

An inspection of your property was conducted on 09/25/2023 and the following code violation(s) exist and must be corrected. This notice contains summaries of the city code. The complete code language is available on the city website or you can request a copy of the code from city staff.

Violation Observed & Comply by Date	**Code Description**
**This is an abatable item. Please mow all grass/weeds throughout the property and trim any grass and weeds that are 8 inches or more in height around landscaping, including the boulevard area. Please cut all long grass and weeds on property. Comply by: Oct. 8,2023	Ch. 97 - All grass and/or weeds throughout the property, including but not limited to, lawns, landscaped areas, boulevards (public right-of-way), buildings, along fences and other structures, must be cut, trimmed and maintained at a height of less than 8 inches at all times. Bag and dispose yard waste if necessary.

Failure to correct the above violation(s) may result in abatement or the issuance of a citation.

****Abatable Items**
Abatement items not corrected by the "comply by" date will result in the City correcting the violation. The homeowner will be billed the cost of the abatement in addition to an administrative fee. If the bill is not paid, these costs will become a special assessment on the property in violation pursuant to provisions of M.S. § 429:101. If you wish to appeal this pending abatement you must request a hearing before the "comply by" date with the Code Enforcement and Public Health Manager.

Repeat violations occurring within 12 months may result in immediate fines ranging from $55.00 to $2,000.00. Fine amounts are based on the type and number of previous violations. Property maintenance codes exist to prevent blight, maintain a residential atmosphere and promote safe and healthy neighborhoods.

Your cooperation in this matter is greatly appreciated. If you have any questions regarding this letter, please contact:

Thomas DeVriendt

Tom.Devriendt@brooklynpark.org
Neighborhood Health Specialist
763-493-8075

Case Activity Summary

Case Number: 2023-00002281 Citation Number(s): 98

Address of Violation: 6500 GEORGIA Ave N Code Section(s): CH.97.20, 97.50 (E) 94.03 (H)

Owner Name: GEORGE JOHNSON

Owner Mailing Address: 6500 GEORGIA AVE N BROOKLTN PARK MN 55428

Name and Mailing Address of Alleged Violator:
G E JOHNSON JR & M M KENNEDY
6500 GEORGIA AVE N
BROOKLYN PARK, MN 55428

Address/Location of Violation: 6500 GEORGIA AVE BROOKLYN PARK MN
Zip code 55428
PID Address: 32-119-21-14-0024

☐ Repeat violation within 12 months ☐ Continuing Violation ☒ Alleged Violator is the property owner

NATURE OF OFFENSE	ORDINANCE #	FINE ($)
1. LONG GRASS AND WEEDS	CH.97.20, 97.50 (E) 94.03 (H)	200
2.		
3.		
4.		

Date of Violation: 10/23/2023 Time of Violation: 10:00:00 AM Date Issued: 10/24/2023 Case Number: 2023-00002281

Inspector Name/Badge #: THOMAS DEVRIENDT 804 Inspector Signature: Thomas DeVriendt

Other pertinent information:
Fine is for turning away contractor to correct violation. Yard needs to be cut and all branches removed from property by Nov. 1, 2023 to avoid contractor being sent out again.

GENERAL INFORMATION
The Administrative Enforcement Program is authorized by Chapter 37 of the Brooklyn Park City Code. The fines are set by City Council resolution from time to time. When you receive an administrative citation, you have two options. **You must either (1) correct the violation and pay the fine; or (2) request an administrative hearing within fourteen (14) days of the date of the citation (Date Issued).** Previously issued citations are separate from this citation and must be paid or requested for a hearing within 14 days of issuance. Citation amounts are doubled for repeat violations. *Failure to pay the fine or request a hearing within fourteen (14) days of the Date Issued or failure to attend a requested hearing constitutes a waiver of your rights and is an admission of the violation.*

FINE PAYMENT INFORMATION
A late payment fee of 10% of the amount of the fine may be charged by the City for each 30 day period or part thereof that the fine remains unpaid. The fine may be paid with cash, check, credit card, or money order at City Hall. A check or money order must be made payable to the City of Brooklyn Park for the correct amount. You may mail a copy of this citation with your check, or money order to: **City of Brooklyn Park, 5200 85th Ave N, Brooklyn Park, MN 55443.**
NOTE: DO NOT MAIL CASH

NOTE: BY PAYING THE FINE, YOU ARE ADMITTING THAT YOU VIOLATED THE CITY ORDINANCE.

HEARING REQUEST INFORMATION
If you believe that you did not violate the City Code or if you wish to refute the citation, you may request a hearing before a hearing officer who is not a City employee. To request a hearing you must contact the Administrative Citation Program Administrator either in person or by telephone at (763) 488-6487. *You must request a hearing within fourteen (14) days of the date of the citation (Date Issued).* The Program Administrator will notify you of the date, time, location of your hearing, and the name of the hearing officer. Make certain that you allow at least one-half of a day for the hearing. Other cases may be scheduled at the same time and you may have to wait.

PENALTIES
In the event that you are found to have violated the City Code and the fine remains outstanding, the City may take one or more of the following actions:

1. If you own property in the City and the property was the subject of the violation, and the fine remains unpaid, the City may assess or cause a lien to be placed in the amount of the fine against your property.
2. Pursue a legal action against you to collect the fine.
3. Suspend, revoke, not renew or deny a City-issued license or permit that is associated with the violation.
4. Refuse to grant approval for any license, permit or other City approval sought by you or for property under your ownership or control.
5. Issue a criminal citation and pursue criminal prosecution.
6. Issue additional administrative citations.

Case Activity Summary

Code Enforcement Case Number: 2024- 00001098 Citation Number(s): 2024-155
Address of Violation: 6917 65th Ave N Code Section(s): § 94.03.e, § 94.03.k, §152.262.D.1
Owner Name: Michael G Doleman
Owner Mailing Address: 6917 65th Ave N, Brooklyn Park, MN 55428

Date	Action	Notes	Staff
May 22nd, 2024	Inspection	Case created during a neighborhood sweep of 65th Ave N and my first visit to the property. The purpose of the neighborhood sweep inspections are to educate new and existing residents on the most common violations inspectors identify and document during these inspections. Initial inspection was completed. Gas meter was locked in an off position and there is a wood burning stove. Siding is in disrepair, chipping and peeling paint, deteriorating boards on the house, garage and shed. The chimney flue is in disrepair. I could not tell where the primary entrance of the structure is located to attempt to make contact with an owner or occupant.-. There is a previous case opened in 2023 with a previous inspector the violations documented in that case still remain . I knocked on a solid surface of the structure where I believe the front door would be. After waiting some time with no response I looked for a place to leave a note and doorhanger for the owner, Michael Doleman, to see. A sweep door hanger was placed on the passenger window of a Blue Saturn Ion parked in the driveway. The purpose of placing it on the window was to be in view when exiting the structure toward the car to be seen in plain sight. The Phone number included in utility billing was not in service, along with the phone number included in a pop-up notification when reviewing the parcel history. Violations observed & documented include long grass and weeds, junk and debris, waste container storage, exterior storage, and various property maintenance, andviolationsThere is a gas stove that may be in disrepair The structure is in disrepair and lacking maintenance. Addressing these concerns/ violations with the property owner in person is preferred to establish a plan to correct violations. and work together in setting up long term steps towards compliance. I wrote on the doorhanger to “please give me a call when you are available to talk”	Christopher George
June 5th, 2024	Inspection	No response from Mr. Doleman between my last visit and June 5th. Inspection completed. There are exterior storage violations throughout the parcel. Items stored throughout the property include landscaping and building maintenance materials, tools, products, supplies. The gas serviceremains disconnected, and the	Christopher George

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		stove may be the alternative heating source to provide heating in the winter.	
June 14th, 2024	Inspection	Inspection conducted on June 14th, 2024. No response has been received from the homeowner. Documented piles of tree brush, branches, limbs, throughout the property along with the wood fire stove. Left a door hanger marking a *Junk and debris* violation on the blue Saturn Ion in the driveway. Noted that firewood must be stacked properly, small debris should be stacked as well. Informed that a correction order will arrive in the mail with a comply by Date of June 21st, 2024. .	Christopher George
June 17th, 2024	Correction Order	Sent a correction order via regular US Mail.	C. George
June 25th, 2024	Inspection	Inspection completed. No response from a resident or homeowner. Wood, branches and firewood not stacked properly and no progress made on storing firewood or removing junk and debris. Left a door hanger marking a *Junk and debris* violation on the blue Saturn ion once again in the driveway. Noted firewood must be stacked properly, small debris should be staked as well. Informed a final notice will arrive in the mail with comply by date of July 2nd, 2024.	Christopher George
June 26, 2024	Correction Order	Sent a correction order via regular US Mail with photos.	C. George
July 12th, 2024	Inspection	Due to the holiday- the follow-up inspection was held on July 12th. No response from a resident or homeowner to the door hangers or correction orders. Wood, branches and firewood was not stacked properly and it appeared that there was no progress made on storing firewood or removing junk and debris. I placed a door hanger marking a *Junk and debris* violation on a private property no trespassing sign. The sign might have installed between this inspection and the last. Out of respect to the sign- inspection was conducted from the street. Noted firewood must be stacked properly, small debris should be staked as well. I noted a citation and updated Correction order will be mailed with a comply by date of July 26th, 2024.	Christopher George
July 15th, 2024	Citation	Issued an administrative citation #2024-155 for violation of city code 152.262(D)(1) in the amount of $200.00 for firewood storage. The citation was sent via regular US Mail.	Christopher George
July 15, 2024	Correction Order	Sent a correction order via regular US Mai.	C. George
July 25th, 2024.	Hearing Request	Mr. Doleman requested a hearing.	Michael Doleman

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Case Activity Summary

Code Enforcement Case Number: 2024- 00001098 Citation Number(s): 2024-155

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Owner Name: Michael G Doleman

Owner Mailing Address: 6917 65th Ave N, Brooklyn Park, MN 55428

Note	Property Ownership	Property ownership information obtained from the Hennepin County Property Owner Database	C. George

§ 94.03 SPECIFIC PUBLIC NUISANCES PROHIBITED.

It is declared to be a public nuisance to permit, maintain, or harbor any of the following:

(A) Diseased animals, fish, or fowl, wild or domestic, whether confined or running at large.

(B) Carcasses of animals, fish, or fowl, wild or domestic, not buried at least three feet under the surface of the ground or destroyed within 24 hours after death.

(C) Garbage not stored in rodent free or fly-tight containers, or garbage stored so as to emit foul and disagreeable odors, or garbage stored so as to constitute a hazard to public health.

(D) Accumulations of refuse, yard waste, garbage, litter, abandoned property or hazardous waste as defined herein.

(E) The dumping of any effluent, garbage, refuse, yard waste, wastewater, or other noxious substance upon public or private property.

(F) Any open well, pit, excavation, structure, barrier or other obstruction which endangers public health, safety, or welfare.

(G) The pollution of any public or private well or cistern, any public stream, lake, canal, or body of water by effluent, garbage, yard waste, or other noxious substance.

(H) Any noxious weeds, or any other vegetation which endangers public health, safety, or welfare, or which is contraband within the meaning of state or federal laws.

(I) The emitting or production of dense smoke, foul odor, noise, noxious fumes, gases, soot, cinders, or sparks in quantities which unreasonably annoy, injure, or endanger the safety, health, morals, comfort, or repose of any number of members of the public.

(J) The public exposure of persons having a contagious disease or condition which endangers public health, safety, or welfare.

(K) Accumulation of junk, disused furniture, appliances, machinery, automobiles or parts thereof, or any matter which may become a harborage for rats, snakes, or vermin or which creates a visual blight, or which may be conducive to fire, or which endangers the comfort, repose, health, safety, or welfare of the public.

(L) It is unlawful to cause, permit, or maintain any abandoned cesspool or septic tank without its being properly filled.

(M) Any abandoned, damages, defective, leaking, destroyed, unrepaired or unrestored underground liquid storage system.

('72 Code, § 1000:11) (Ord. 1989-627(A), passed 6-26-89; Am. Ord. 1993-741, passed 11-22-93; Am. Ord. 2021-1262, passed 5-10-21) Penalty, see § 94.99

§ 152.262 ADDITIONAL STANDARDS FOR ACCESSORY USES.

(D) Exterior (outdoor) storage of goods, equipment, materials, vehicles, and the like are not permitted except for the following:

(1) *Firewood storage.* Firewood must be stacked on an impervious surface or be elevated at least three and a half inches off of the ground, and may not include more than two cords of wood per property. Unrestrained stacks may not exceed six feet in height. Firewood stacks located next to structures and supported by restraints, may not exceed ten feet in height and may be so contained as

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Owner Name: Michael G Doleman

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not to constitute a safety hazard, as determined by a Zoning Enforcement Officer. Firewood storage must comply with accessory structure setbacks in §§ 152.220 through 152.226.

Note: Other correspondence may have occurred and may not be indicated above. Updated: 8/13/2024

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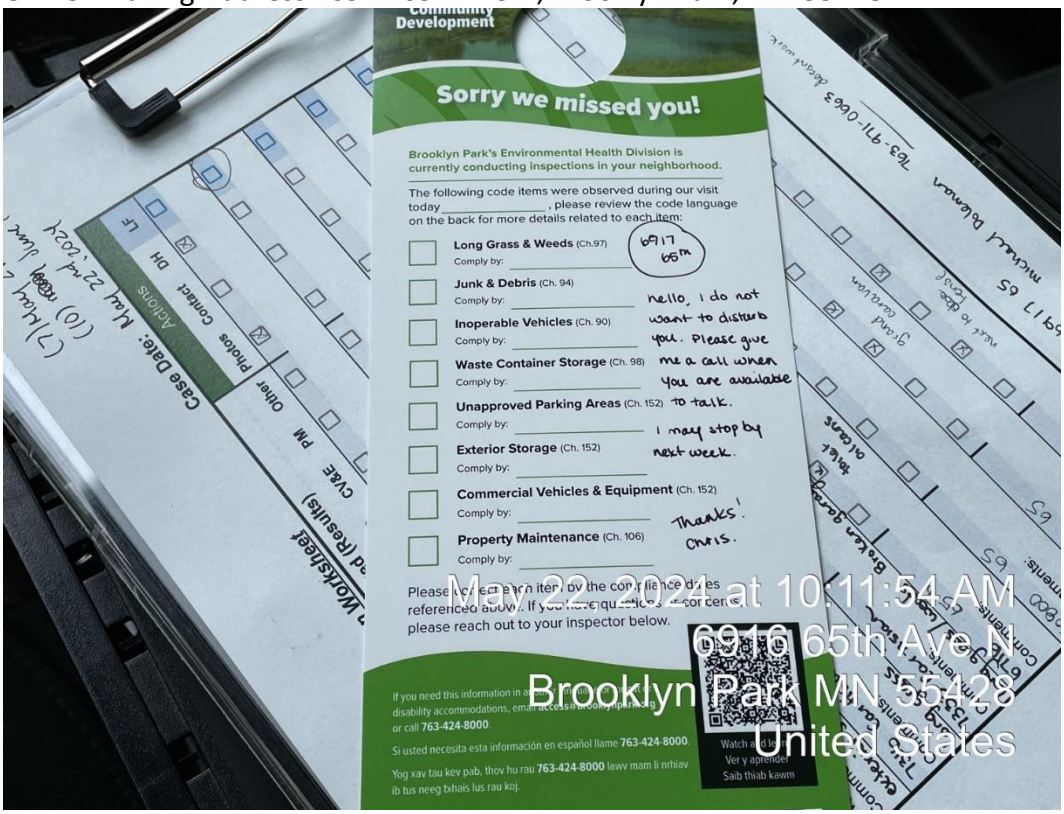
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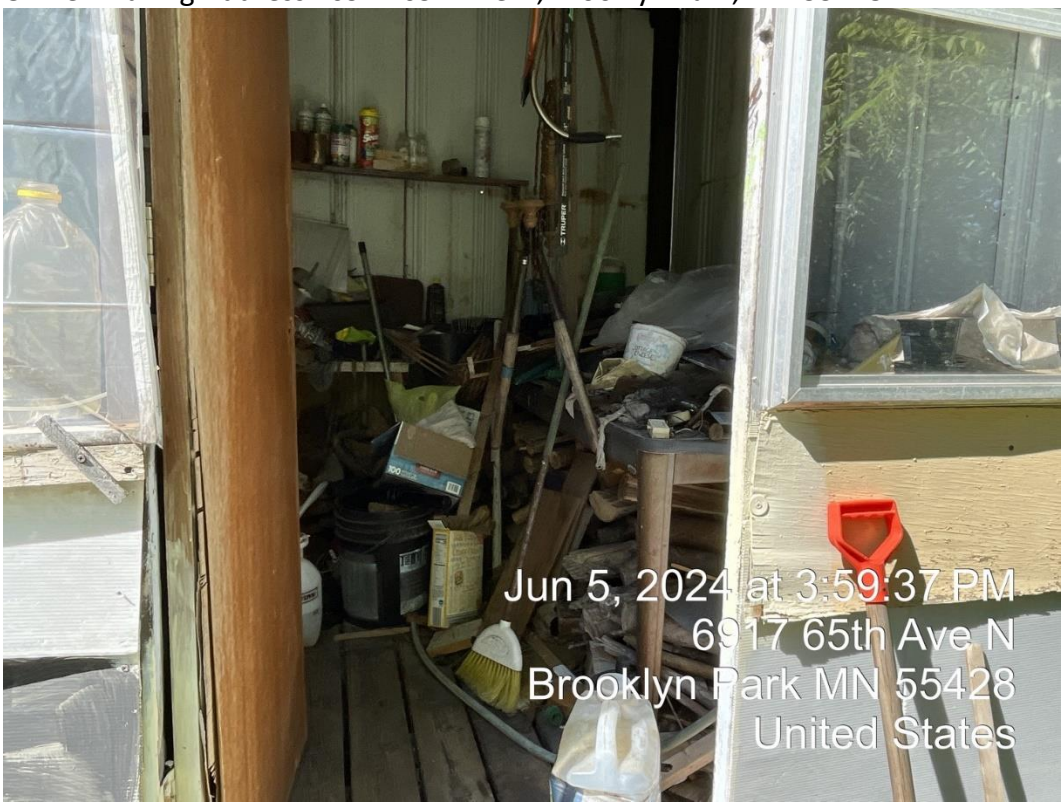
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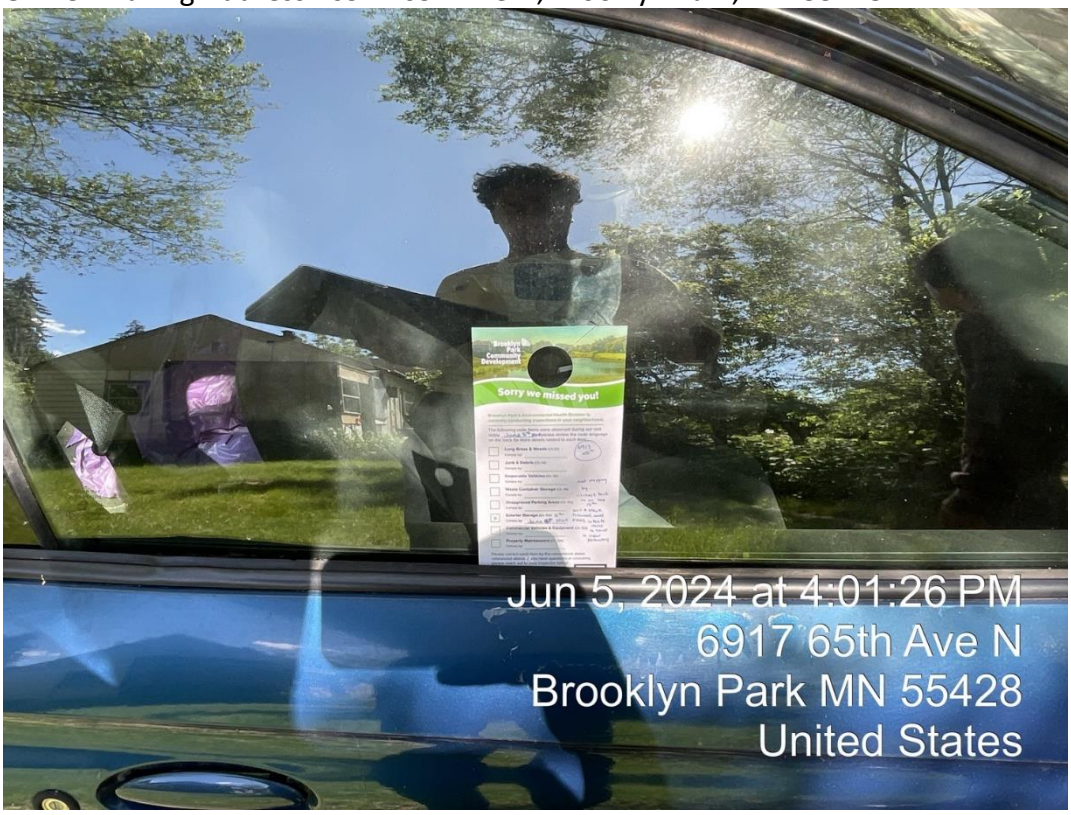
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Address of Violation: 6917 65th Ave N Code Section(s): § 94.03.e, § 94.03.k, §152.262.D.1

Owner Name: Michael G Doleman

Owner Mailing Address: 6917 65th Ave N, Brooklyn Park, MN 55428



Note: Other correspondence may have occurred and may not be indicated above. Updated: 8/13/2024

Case Activity Summary

Code Enforcement Case Number: 2024- 00001098 Citation Number(s): 2024-155

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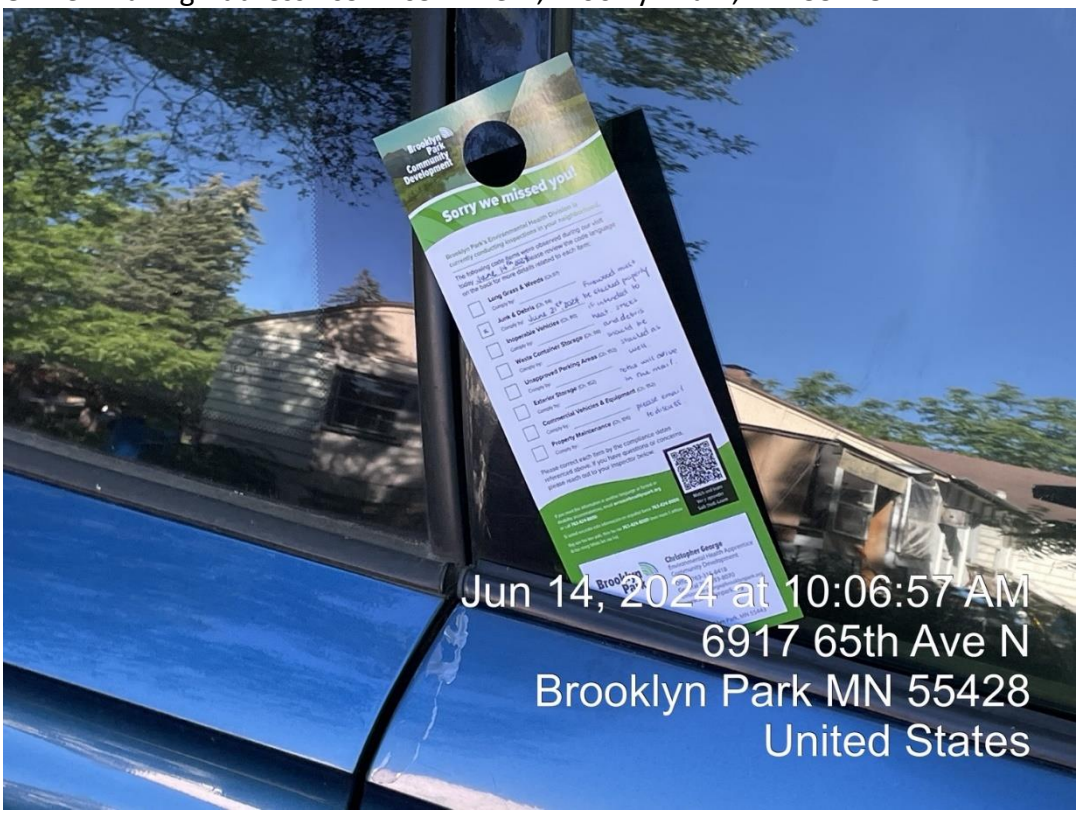
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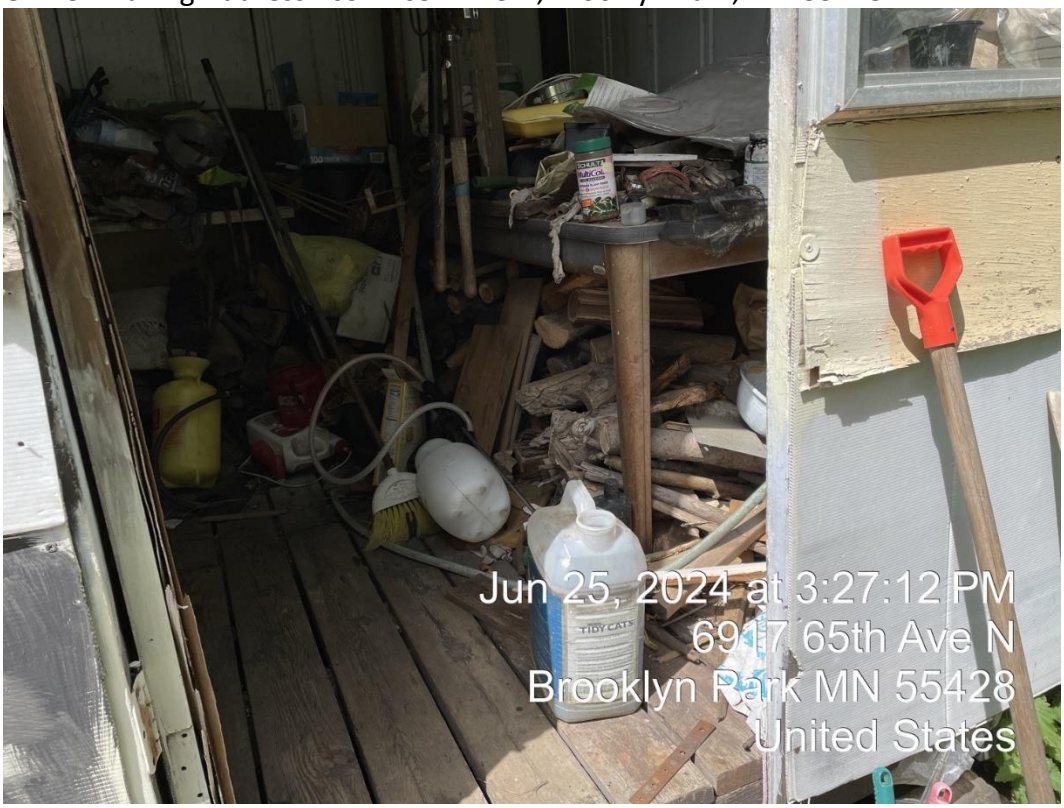
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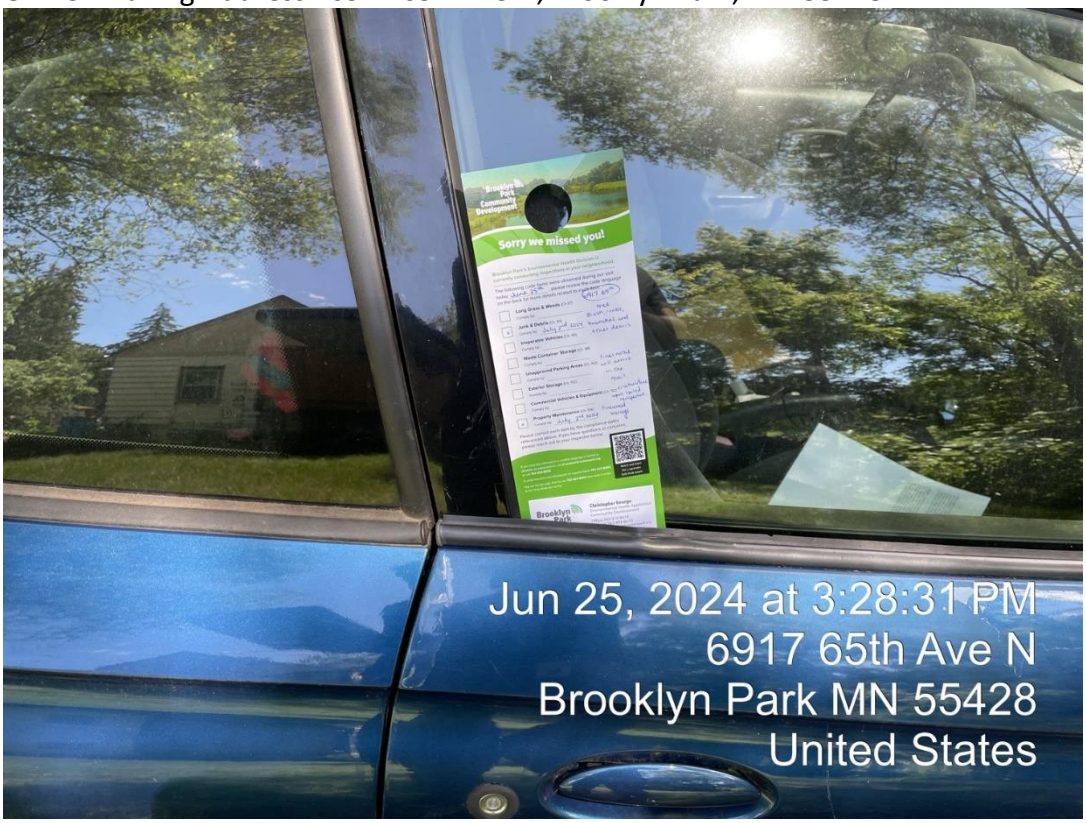
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Brooklyn Park

Correction & Abatement Order

Community Development Department
Environmental Health Division
5200 85th Avenue North / Brooklyn Park, MN 55443
Phone: (763) 493-8070

Please contact your inspector Christopher George 763-315-8418
Si usted necesita asistencia en español, llame 763-493-8070 oprima cinco (5)
Yog koj tsis tau tau es yuav lub Hmoob hu 763-493-8070 nias xoom (0)

June 17 2024

MICHAEL DOLEMAN
6917 65TH AVE N
BROOKLYN PARK, MN 55428-0000

CASE #: 2024-00001098
PROPERTY IN VIOLATION: 6917 65TH AVE N

An inspection of your property was conducted on 06/14/2024 and the following code violation(s) exist and must be corrected. This notice contains summaries of the city code. The complete code language is available on the city website or you can request a copy of the code from city staff.

Violation Observed & Comply by Date	Code Description
Remove all branches and limbs not stacked properly as firewood. **Dispose, store, recycle plastic containers, totes through the property and near entrance to the front door for means of egress.** **Comply by: June 21st, 2024**	Ch. 94: All garbage, yard waste, hazardous waste, animal waste and other junk or debris (such as tires, furniture, etc.) must be properly disposed of, or kept in a garbage can with a covered lid for pick-up.
• **All wood for the purpose of heating must be stacked on a solid surface, or elevated 3.5 inches from the ground up to two cords in total.** • **Elevate all firewood 3.5 inches off the ground or stack on a impervious material includes concrete, asphalt and pavers.** **Comply by: June 21st, 2024**	Ch. 152: Firewood must be stacked on a paved surface or at least 3 ½ inches off the ground. No more than 2 cords of wood are allowed on the property. Firewood must meet setbacks and not be stored in the front yard.

Failure to correct the above violation(s) may result in abatement or the issuance of a citation.

****Abatable Items**
Abatement items not corrected by the "comply by" date will result in the City correcting the violation. The homeowner will be billed the cost of the abatement in addition to an administrative fee. If the bill is not paid, these costs will become a special assessment on the property in violation pursuant to provisions of M.S. § 429:101. If you wish to appeal this pending abatement you must request a hearing before the "comply by" date with the Inspections & Environmental Health Manager or Supervisor.

Repeat violations occurring within 12 months may result in immediate fines ranging from $55.00 to $2000.00. Fine amounts are based on the type and number of previous violations. Property maintenance codes exist to prevent blight, maintain a residential atmosphere and promote safe and healthy neighborhoods.

Your cooperation in this matter is greatly appreciated. If you have any questions regarding this letter, please contact:



Note: Other correspondence may have occurred and may not be indicated above. Updated: 8/13/2024

Case Activity Summary

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Owner Name: Michael G Doleman

Owner Mailing Address: 6917 65th Ave N, Brooklyn Park, MN 55428

Christopher George
Environmental Health Apprentice
763-315-8418
Christopher.George@brooklynpark.org







Case Activity Summary

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Brooklyn Park

Correction & Abatement Order

Community Development Department
Environmental Health Division
5200 85th Avenue North / Brooklyn Park, MN 55443
Phone: (763) 493-8070

Please contact your inspector Christopher George 763-315-8418
Si usted necesita asistencia en español, llame 763-493-8070 oprima cinco (5)
Yog koj tsis tau tau es yuav lub Hmoob hu 763-493-8070 nias xoom (0)

June 26 2024

MICHAEL DOLEMAN
6917 65TH AVE N
BROOKLYN PARK, MN 55428-0000

Final Notice- CASE #: 2024-00001098
PROPERTY IN VIOLATION: 6917 65TH AVE N

An inspection of your property was conducted on 06/25/2024 and the following code violation(s) exist and must be corrected. This notice contains summaries of the city code. The complete code language is available on the city website or you can request a copy of the code from city staff.

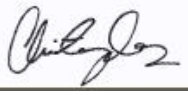
Violation Observed & Comply by Date	Code Description
• Remove all branches and limbs not stacked properly as firewood. • Dispose, store, recycle plastic containers, totes through the property and near entrance to the front door for means of egress. Comply by: July 2nd, 2024* Failure to comply will result in abatement, and a citation including a $200.00 fine.	Ch. 94: All garbage, yard waste, hazardous waste, animal waste and other junk or debris (such as tires, furniture, etc.) must be properly disposed of, or kept in a garbage can with a covered lid for pick-up.
• All wood for the purpose of providing heat must be stacked on a solid surface, or elevated 3.5 inches from the ground up to two cords in total. • Elevate all firewood 3.5 inches off the ground or stack on a impervious material includes concrete, asphalt and pavers. Comply by: July 2nd, 2024* *Failure to comply by the date above will result in a citation including a $200.00 fine.	Ch. 152: Firewood must be stacked on a paved surface or at least 3 ½ inches off the ground. No more than 2 cords of wood are allowed on the property. Firewood must meet setbacks and not be stored in the front yard.

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Christopher George
Environmental Health Apprentice
763-315-8418
Christopher.George@brooklynpark.org



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Brooklyn Park

Correction & Abatement Order

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July 15 2024

MICHAEL DOLEMAN
6917 65TH AVE N
BROOKLYN PARK, MN 55428-0000

CASE #: 2024-00001098
PROPERTY IN VIOLATION: 6917 65TH AVE N

An inspection of your property was conducted on 07/12/2024 and the following code violation(s) exist and must be corrected. This notice contains summaries of the city code. The complete code language is available on the city website or you can request a copy of the code from city staff.

Violation Observed & Comply by Date	Code Description
Remove all branches and limbs not stacked properly as firewood. Dispose, store, recycle plastic containers, totes through the property and near entrance to the front door for means of egress. Comply by: July 26th, 2024* *Failure to comply by the date above will result in a citation including a $400.00 fine.	Ch. 94: All garbage, yard waste, hazardous waste, animal waste and other junk or debris (such as tires, furniture, etc.) must be properly disposed of, or kept in a garbage can with a covered lid for pick-up.
All wood for the purpose of heating/burning must be stacked on a solid surface or elevated 3.5 inches from the ground up to two cords in total. Elevate all firewood 3.5 inches off the ground or stack on an impervious material includes concrete, asphalt and pavers. Comply by: July 26th, 2024 *Failure to comply by the date above will result in a citation including a $400.00 fine.	Ch. 152: Firewood must be stacked on a paved surface or at least 3 ½ inches off the ground. No more than 2 cords of wood are allowed on the property. Firewood must meet setbacks and not be stored in the front yard.

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Abatement items not corrected by the "comply by" date will result in the City correcting the violation. The homeowner will be billed the cost of the abatement in addition to an administrative fee. If the bill is not paid, these costs will become a special assessment on the property in violation pursuant to provisions of M.S. § 429:101. If you wish to appeal this pending abatement you must request a hearing before the "comply by" date with the Inspections & Environmental Health Manager or Supervisor.

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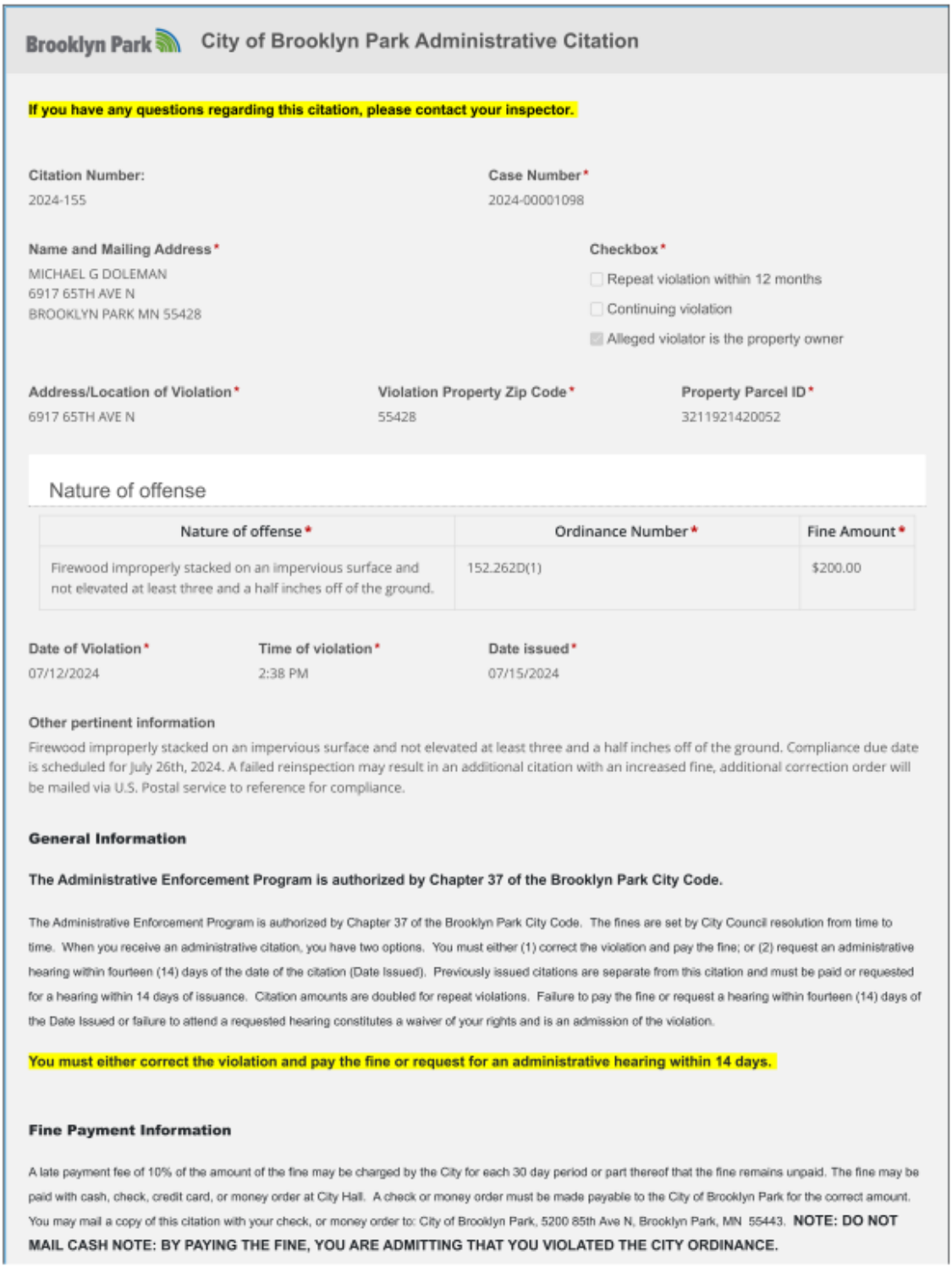
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Owner Name: Michael G Doleman

Owner Mailing Address: 6917 65th Ave N, Brooklyn Park, MN 55428



Brooklyn Park City of Brooklyn Park Administrative Citation

If you have any questions regarding this citation, please contact your inspector.

Citation Number:
2024-155

Case Number*
2024-00001098

Name and Mailing Address*
MICHAEL G DOLEMAN
6917 65TH AVE N
BROOKLYN PARK MN 55428

Checkbox*
- ☐ Repeat violation within 12 months
- ☐ Continuing violation
- ☑ Alleged violator is the property owner

Address/Location of Violation*
6917 65TH AVE N

Violation Property Zip Code*
55428

Property Parcel ID*
3211921420052

Nature of offense

Nature of offense*	Ordinance Number*	Fine Amount*
Firewood improperly stacked on an impervious surface and not elevated at least three and a half inches off of the ground.	152.262D(1)	$200.00

Date of Violation*
07/12/2024

Time of violation*
2:38 PM

Date issued*
07/15/2024

Other pertinent information
Firewood improperly stacked on an impervious surface and not elevated at least three and a half inches off of the ground. Compliance due date is scheduled for July 26th, 2024. A failed reinspection may result in an additional citation with an increased fine, additional correction order will be mailed via U.S. Postal service to reference for compliance.

General Information

The Administrative Enforcement Program is authorized by Chapter 37 of the Brooklyn Park City Code.

The Administrative Enforcement Program is authorized by Chapter 37 of the Brooklyn Park City Code. The fines are set by City Council resolution from time to time. When you receive an administrative citation, you have two options. You must either (1) correct the violation and pay the fine; or (2) request an administrative hearing within fourteen (14) days of the date of the citation (Date Issued). Previously issued citations are separate from this citation and must be paid or requested for a hearing within 14 days of issuance. Citation amounts are doubled for repeat violations. Failure to pay the fine or request a hearing within fourteen (14) days of the Date Issued or failure to attend a requested hearing constitutes a waiver of your rights and is an admission of the violation.

You must either correct the violation and pay the fine or request for an administrative hearing within 14 days.

Fine Payment Information

A late payment fee of 10% of the amount of the fine may be charged by the City for each 30 day period or part thereof that the fine remains unpaid. The fine may be paid with cash, check, credit card, or money order at City Hall. A check or money order must be made payable to the City of Brooklyn Park for the correct amount. You may mail a copy of this citation with your check, or money order to: City of Brooklyn Park, 5200 85th Ave N, Brooklyn Park, MN 55443. **NOTE: DO NOT MAIL CASH NOTE: BY PAYING THE FINE, YOU ARE ADMITTING THAT YOU VIOLATED THE CITY ORDINANCE.**

Note: Other correspondence may have occurred and may not be indicated above. Updated: 8/13/2024

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Owner Name: Michael G Doleman

Owner Mailing Address: 6917 65th Ave N, Brooklyn Park, MN 55428

Hearing Request Information

If you believe that you did not violate the City Code or if you wish to refute the citation, you may request a hearing before a hearing officer who is not a City employee. To request a hearing you must contact the Administrative Citation Program Administrator either in person or by telephone at (763) 488-6487. You must request a hearing within fourteen (14) days of the date of the citation (Date Issued). The Program Administrator will notify you of the date, time, location of your hearing, and the name of the hearing officer. Make certain that you allow at least one-half of a day for the hearing. Other cases may be scheduled at the same time and you may have to wait.

If you have questions regarding this citation, please call your inspector.
Si usted necesita asistencia en español, llame (763) 493-8070 oprimo cinco (5)
Yog koj tsis tau tau es yuav lub Hmoob hu (763) 493-8070 nias xoom (0).

For reasonable accomodation or alternative formats, please contact Josie Shardlow at 763-493-8388 or josie.shardlow@brooklynpark.org

Inspector Name*
Christopher George

Inspector Contact Information*
Christopher George Christopher.George@brooklynpark.org

Signature*

Christopher George

CC:

Below photos are pictures of violation

20240712_193811695_iOS.jpg 682.44KB



20240712_193814311_iOS.jpg 795.45KB

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20240712_193816835_iOS.jpg 732.66KB



20240712_193836827_iOS.jpg 875.39KB



20240712_193929060_iOS.jpg 832.84KB

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Owner Name: Michael G Doleman

Owner Mailing Address: 6917 65th Ave N, Brooklyn Park, MN 55428

Parcel Data for Taxes Payable 2024

Property ID number:
32-119-21-42-0052
Address:
6917 65TH AVE N
Municipality:
BROOKLYN PARK
School district:
281
Watershed:
8
Sewer district:
Construction year:
1944
Owner name:
MICHAEL G DOLEMAN
Taxpayer name & address:
MICHAEL G DOLEMAN
6917 65TH AVE N
BROOKLYN PARK MN 55428

Sales information

Sales prices are reported as listed on the Certificate of Real Estate Value and are not warranted to represent arms-length transactions.

Sale date:
August, 1996
Sale price:
$62,000
Transaction type:
Warranty Deed

Tax parcel description

The following is the County Auditor's description of this tax parcel. It may not be the legal description on the most recent conveyance document recording ownership. Please refer to the legal description of this property on the public record when preparing legal documents for recording

Addition name:
STIEGLER'S THIRD ADDITION
Lot:
Block:
001
Approximate parcel size:
IRREGULAR
Metes & Bounds: Common abbreviations
LOTS 9 AND 10 INCL ADJ PART OF VAC
STREET

Note: Other correspondence may have occurred and may not be indicated above. Updated: 8/13/2024

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Owner Name: Michael G Doleman

Owner Mailing Address: 6917 65th Ave N, Brooklyn Park, MN 55428

Abstract or Torrens:
ABSTRACT

Value and tax summary for taxes payable 2024

Values established by assessor as of January 2, 2023

Estimated market value:
$159,800
Taxable market value:
$136,942
Total improvement amount:
Total net tax:
$1,922.66 Expand for details - This feature is not accurate for tax bills less than $10.00.
Total special assessments:
Solid waste fee:
Total Tax:
$1,922.66

Property information detail for taxes payable 2024

Values established by assessor as of January 2, 2023

Values:
Land market:
$132,000
Building market:
$27,800
Machinery market:
Total market:
$159,800
Qualifying improvements:
Veterans exclusion:
Homestead market value exclusion:
$22,858

Classifications:
Property type:
RESIDENTIAL
Homestead status:
HOMESTEAD
Relative homestead:
Agricultural
Exempt status:

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

August 6, 2024

Michael Doleman
6917 65th Ave N
Brooklyn Park MN 55428

NOTICE OF ADMINISTRATIVE HEARING

Case # 2024-00001098
Citation # 2024-155

The purpose of this letter is to confirm the date and time for the administrative hearing that you requested. The hearing has been scheduled for:

Date:	**Wednesday, August 14, 2024**
Time:	**11:00AM (please arrive 5 minutes before)**
Location:	**Brooklyn Park City Hall** **5200 – 85th Ave N., Brooklyn Park, MN** **(please check in with front desk receptionist)**

The purpose of a hearing is to determine whether or not a violation(s) of City Code existed. Codes cannot be changed through the administrative enforcement hearing process.

Please bring any information, interpreter or witnesses that you would like to attend the hearing with you. If you have any questions regarding this process, please call me at 763-488-6487.

Regards,

Pang Yang
Administrative Enforcement Program

Copy: Hearing Officer Craig Foss
Neighborhood Health Apprentice Christopher George

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

August 14, 2024

Michael Doleman
6917 65th Ave N
Brooklyn Park MN 55428

NOTICE OF ADMINISTRATIVE HEARING

Case # 2024-00001098
Citation # 2024-155

The purpose of this letter is to confirm the date and time for the administrative hearing that you requested. The hearing has been scheduled for:

Date:	**Tuesday, August 27, 2024**
Time:	**11:00AM (please arrive 5 minutes before)**
Location:	**Brooklyn Park City Hall** **5200 – 85th Ave N., Brooklyn Park, MN** **(please check in with front desk receptionist)**

The purpose of a hearing is to determine whether or not a violation(s) of City Code existed. Codes cannot be changed through the administrative enforcement hearing process.

Please bring any information, interpreter or witnesses that you would like to attend the hearing with you. If you have any questions regarding this process, please call me at 763-488-6487.

Regards,

Pang Yang
Administrative Enforcement Program

Copy: Hearing Officer Craig Foss
Neighborhood Health Apprentice Christopher George

CITY OF BROOKLYN PARK
Administrative Enforcement Program

City of Brooklyn Park, a Municipal
Corporation,

vs.

Michael G. Doleman
Respondent

Hearing Officer's Decision

The undersigned hearing officer received testimony regarding the property located at 6917 65th Ave N at a hearing held on 08/14/2024 at Brooklyn Park City Hall, 5200 85th Avenue North, Brooklyn Park, MN 55443. Based on this testimony and all of the evidence presented, the hearing officer determines the following for case 2024-00001098 Citation 2024-155

EXPLANATION

1. The Initial hearing took place on 8-14-24.
2. Christopher George was present representing Brooklyn Park.
3. Michael Doleman, property owner, was present.
4. Michael Doleman indicated that he had not been given the case summary prepared by Brooklyn Park until immediately before the hearing and requested a continuance.
5. The hearing was continued until 8-27-24 at 11 a.m.
6. On 8-27-24 Christopher George again appeared representing Brooklyn Park.
7. Michael Doleman appeared at the hearing.
8. Michael Doleman objected to the citation and the case summary on 4th amendment of the U.S. Constitution grounds.
9. Christopher George testified that the citation against Michael Doleman was for improperly stored firewood and proposed a fine of $200. Christopher George proposed a settlement of a

stay of the fine until 9-10-24 and if Michael Doleman had properly stored the firewood by that date the fine would be dismissed. Michael Doleman rejected the proposed settlement.

10. Christopher George testified that he first inspected Michael Doleman's property on 5-22-24. Christopher George indicated a number of issues concerning the property. He left a notice asking Michael Doleman to contact him to talk about the issues. Michael Doleman did not contact Christopher George about the issues. On 6-5-24 Christopher George inspected the property again and noted numerous outdoor storage violations. On 6-14-24 Christopher George again inspected the property and noted debris in the yard as well as brush piled up. At this inspection Christopher George noted firewood improperly stored. Christopher George indicated that Michael Doleman had not contacted him concerning the property. Christopher George indicated that a correction order was mailed to Michael Doleman on 6-17-24. Michael Doleman did not respond to the correction order. On 6-25-24 Christopher George inspected the property again. Christopher George noted that nothing had been cleaned up on the property. Christopher George again noted that the firewood was not properly stored. A final notice of violation was sent out by U.S. mail on 6-26-24. Michael Doleman did not respond to the final notice. On 7-12-24 Christopher George did another inspection on the property. He noted nothing had been done to correct the problems. He noted the firewood had not been stored properly and the brush was stilled piled up on the property. On 7-15-24 citation #2024-155 was issued for violation of the city code 152.262(D)(1) for improper firewood storage in the amount of $200. The citation was sent by U.S. mail. On 7-25-24 Michael Doleman requested a hearing.
11. Michael Doleman testified that the search violated his 4th amendment rights against an improper search of his property. Michael Doleman also indicated that he felt the city's rules for storage of firewood were wrong and indicated his firewood was stored properly according to how he felt it should be stored.

12. Christopher George indicated his observations of the firewood were done from the street and that the firewood was in his plain view. Michael Doleman indicated the firewood could be seen from the street.
13. Concerning the 4th amendment claim, the firewood was in plane view of Christopher George from the street so there was no 4th amendment violation.
14. Concerning Michael Doleman's contention that his firewood was properly stored and his disagreement with the City's definition of properly stored, the City requires firewood to be stored in a specific way and Christopher George testified that Michael Doleman's firewood was not stored properly. Christopher George submitted pictures that agreed with his testimony. The firewood in the pictures appeared to not be properly stored. Michael Doleman offered no evidence other than his testimony that the firewood was stored properly.
15. Christopher George testified that he prepared the case summery and took the pictures included in the case summary.
16. Michael Doleman's fine of $200 is upheld.

First Charge: Firewood improperly stacked on an impervious surface and not elevated at least three and half inches off the ground
Issued on: 07/15/24

Violation Occurred X **No Violation Occurred**

Fine amount: $200
Amount imposed now: $ 200
Amount stayed: $0 if no same or similar violations occur within
Amount Dismissed: $ 0

Financial Summary:
Total fines: $ **200**

CITY OF BROOKLYN PARK
Administrative Enforcement Program

Amount to be paid: $ **200**
Amount to be stayed: $ **0**
Amount to be dismissed: $ **0**

/s/Craig Foss

Date: August 28, 2024

Hearing Officer: Craig Foss

Case Activity Summary

Code Enforcement Case Number: 23-2434 & 23-2478 Citation Number(s): 2023-119 & 120
Address of Violation: 7132 Janell Ave N Code Section(s): Ch. 106 IPMC (2012) 108.1.3
Owner Name: Varney Manobah & Morris Mulbah
Owner Mailing Address: 7132 Janell Ave N

Date	Action	Notes	Staff
		EH REDACTED Case 2023-2434 (REDACTED) & Nuisance Case 20223-2478	
10/2/23	Proactive Case Entry	Received REDACTED lists – 7132 Janell Ave was listed as having both the REDACTED.	M. Peterson
10/3/23	Inspection	Knocked multiple times, no answer. Staff verified that both REDACTED Left REDACTED letter and resource packet on door, also left a door hanger related to expired and inoperable vehicles, commercial vehicles, and grass violations. The house appeared to be vacant.	M. Peterson
10/3/23	Correction Letter	Correction letter for the REDACTED left on site with a REDACTED	M. Peterson
10/5/23	Correction Order	Correction order issued for the exterior storage and vehicle violations. This order was sent via regular US Mail and a copy was posted on the front door because the home appears vacant, and the owner has not reached out. The door hanger and REDACTED was still on the door at the time this notice was posted.	M. Peterson
10/16/23	Phone Call	Message received from property owner, Varney Manobah.	M. Peterson
10/17/23	Phone Call	Spoke with Mr. Manobah. He stated that he came back on Sunday to the property, he just came out of the hospital. Said he is still living here. He confirmed REDACTED. He said he moved the kids out to their mothers' homes. Said he called the REDACTED It's been off since May. He said he is not working right now. He will be completing the REDACTED. Provided information that completing the application online will allow it to be reviewed faster, but if he needed help to go to the address on the back of the letter for assistance with the application. Asked if he has a place to stay because the house is currently not habitable. He said he is staying here. Explained that based on the time of the year, with REDACTED, he can't stay. He said that he will update me on Friday. He cut the grass already and will see if he can get tabs for the vehicles. Explained that the commercial vehicle on site is too big per the code and can't stay. Said ok.	M. Peterson
10/24/23	Inspection	Inspection completed. REDACTED, the car with no plates is gone, and now it appears more items may be stored outside by the garage. Verified that the front yard was mowed, some bushes/trees trimmed and those are laying in the front yard now, the commercial vehicle and expired vehicle remains. Knocked multiple times at front door, left door hanger.	M. Peterson

Note: Other correspondence may have occurred and may not be indicated above. Updated: 10/23/2024

Case Activity Summary

Code Enforcement Case Number: 23-2434 & 23-2478 Citation Number(s): 2023-119 & 120
Address of Violation: 7132 Janell Ave N Code Section(s): Ch. 106 IPMC (2012) 108.1.3
Owner Name: Varney Manobah & Morris Mulbah
Owner Mailing Address: 7132 Janell Ave N

10/25/23	Phone Call	Staff spoke with Mr. Manobah, said he just left from the house and that things are not going good. Staff asked about the status of the REDACTED, said he turned it into the office and is awaiting a response. He stated that it's been REDACTED, so he is staying at a friends at night. Staff asked if there is an update about vehicle tabs, he said he is getting them on Friday. He will call me tomorrow with an update on the REDACTED	
11/2/23	Inspection	Inspection completed. Observed that REDACTED. The commercial vehicle was gone, no change to the tabs on the truck or car or items in exterior storage.	M. Peterson
11/7/23	Correction Orders	Issued final correction orders for REDACTED and nuisance violations. Orders sent via regular US mail and staff a copy of the correction orders on the front door. Staff knocked at the door and received no answer before the notices were taped to the door. *Note – the date on the REDACTED order was not changed from the original date (10/3/23 to the actual date of issuance 11/7/23)	M. Peterson
11/16/24	Inspection	Inspection completed. Staff knocked on door multiple times. The REDACTED. Left door hanger.	M. Peterson
11/22/23	Phone Call	Staff spoke with Mr. Manobah. REDACTED. He said he meant to call me and tell me that. Provided him with my phone number again. Asked him about the red truck, he said he couldn't find the keys to take it and get it fixed. Let him know I will be checking back on Tuesday and Wednesday next week and asked that he call me with an update on the truck before then.	M. Peterson
11/22/23	Email	Staff sent an email to REDACTED.	M. Peterson
11/30/23	Inspection	Inspection completed. Staff found that REDACTED. Staff knocked multiple times on the door but received no answer. Staff left a door hanger on the front door noting that a citation will be issued for the violations.	M. Peterson
12/5/23	Phone Call	Staff spoke with Mr. Manobah. He wanted to discuss the truck. Staff brought up that REDACTED then said that he will call me tomorrow.	M. Peterson
12/15/23	Inspection	Inspection completed. Staff knocked on the door multiple times and received no answer. The REDACTED and truck and an abatement of the exterior storage items will be completed.	M. Peterson
12/19/23	Citation	Issued administrative citation #119 for violation of Ch. 106 IPMC (2012) 108.1.3 for REDACTED in the amount of $200.00 (Case 23-2434). The citation was sent via regular US Mail.	M. Peterson
12/19/23	Citation	Issued administrative citation #120 for violation of city code 90.18(C), for an inoperable and expired vehicle in the amount of $200.00 (Case 23-2478)	M. Peterson

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Case Activity Summary

Code Enforcement Case Number: 23-2434 & 23-2478 Citation Number(s): 2023-119 & 120
Address of Violation: 7132 Janell Ave N Code Section(s): Ch. 106 IPMC (2012) 108.1.3
Owner Name: Varney Manobah & Morris Mulbah
Owner Mailing Address: 7132 Janell Ave N

12/20/24	Abatement completed	Contractor completed the abatement and removal of the items in exterior storage.	M. Peterson
1/5/24	Inspection	Inspection completed. The REDACTED. Posted a 72-hour notice on front and side doors. This notice requires REDACTED within 72 hours, or a full uninhabitable posting will be placed on the door prohibiting all occupancy on site. The truck remains expired and inoperable. A towing sticker was posted placed on the window.	M. Peterson
1/8/24	Phone Call	Message received from Varney Manobah.	M. Peterson
1/9/24	Phone Call	Staff spoke with Mr. Manobah. Staff explained the 72-hour posting for REDACTED. Staff explained that the REDACTED. Explained that the next step is a new posting that occupancy is not allowed and that we are shutting the water off to preserve the structure since he is not living here right now. He said he called and went into the REDACTED location. Said he will call me tomorrow with information on REDACTED and his application. He did not speak about what his resolution to the truck will be.	M. Peterson
1/12/24	Inspection/ Posting	Posted the house as uninhabitable. Posting placed on both the side and front door. The front door is frosted on the inside, indicating that the pipes may have already broken. Staff could not hear any water flow at the time of the inspection. Staff referred this address to Utility Billing to shut off the water at the curb stop to try to preserve the structure.	M. Peterson
1/18/24	Inspection	Inspection completed. Verified that the water has been curb stopped. The truck remains in violation, however, REDACTED to tow today, depending on the weather, arrangements to abate (tow) may be made next week.	M. Peterson
1/30/24	Text Message	Text message sent to Mr. Manobah that an abatement is scheduled to tow the truck from the property if it remained in violation.	M. Peterson
1/31/24	Meeting	While completing an inspection at 6317 Welcome Ave, staff spoke with a staff member of one of the auto repair businesses who was Mr. Manobah. He showed staff that he had relocated the truck to a parking space here. He showed me that it was operable, but he still needed tabs for it and he said he was going to buy those, advised not to bring it back to the house until the tabs are updated, discussed the water shut off at the house. The nuisance case was closed.	M. Peterson
3/1/24	Note	Closed REDACTED case and staff will monitor the property from time to time to ensure no one has broken in and it continues to be maintained. Vacant case 2024-424 started.	M. Peterson
4/23/24	Inspection	Inspection completed. House secure. The gas meter remains locked.	M. Peterson
4/28/24	Phone Call	Message from Mr. Manobah. He had to park his truck back at the house, but it is scheduled to get fixed.	M. Peterson

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Owner Mailing Address: 7132 Janell Ave N

4/28/24	Phone Call	Spoke with Mr. Manobah. He couldn't keep the vehicle at his job any longer, clarified that it's not being worked on, just needs the updated tabs. He said that he is supposed to get the tabs on Friday. Told him that will be fine if he gets the tabs on.	M. Peterson
5/3/24	Phone Call	Message from Mr. Manobah. He wants to see if he can take the uninhabitable posting off the house.	M. Peterson
5/6/24	Phone Call	Spoke with Mr. Manobah, staff verified plumbing permit # 2024-1713 was issued and passed inspection on 5/3/24. Plumbing repairs were needed because the water pipes froze and broke REDACTED in the home. Staff gave him permission to remove the uninhabitable posting.	M. Peterson
5/14/24	Inspection	Verified house has been reoccupied. Vacant case closed.	M. Peterson



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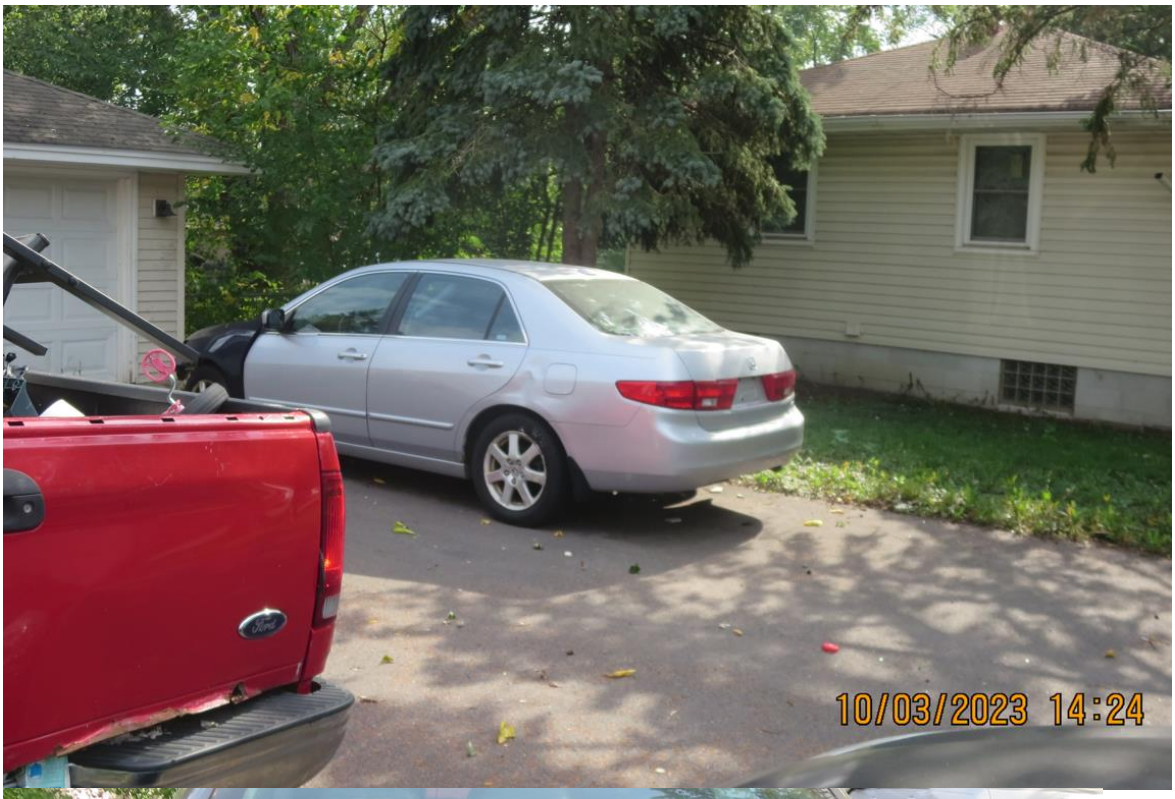




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Brooklyn Park

Correction & Abatement Order

Community Development Department
Environmental Health Division
5200 85th Avenue North / Brooklyn Park, MN 55443
Phone: (763) 493-8070

Please contact your inspector Michelle Peterson 763-493-8116
Si usted necesita asistencia en español, llame 763-493-8070 oprima cinco (5)
Yog koj tsis tau tau es yuav lub Hmoob hu 763-493-8070 nias xoom (0)

October 05, 2023

VARNEY MANOBAH, MORRIS MULBAH, OR CURRENT OWNER/RESIDENT
7132 JANELL AVE N
BROOKLYN PARK, MN 55428

CASE #: 2023-00002478
PROPERTY IN VIOLATION: 7132 JANELL AVE N

An inspection of your property was conducted on 10/03/2023 and the following code violation(s) exist and must be corrected. This notice contains summaries of the city code. The complete code language is available on the city website, or you can request a copy of the code from city staff.

Violation Observed & Comply by Date	Code Description
This is an abatable item. The following items must be properly contained in an approved waste container, inside a garage or shed, or removed from the property: **Paper, plastic, rug, misc. items of junk/debris scattered around property, items stored in the back of the red truck with MN license BXD260 **COMPLY BY: October 16, 2023**	Ch. 94: All garbage, yard waste, hazardous waste, animal waste and other junk or debris (such as tires, furniture, etc.) must be properly disposed of, or kept in a garbage can with a covered lid for pick-up.
This is an abatable item. Please mow all grass/weeds throughout the property and trim any grass and weeds that are 8 inches or more in height around landscaping, including the boulevard area. **Mow entire yard. **COMPLY BY: October 16, 2023**	Ch. 97 - All grass and/or weeds throughout the property, including but not limited to, lawns, landscaped areas, boulevards (public right-of-way), buildings, along fences and other structures, must be cut, trimmed and maintained at a height of less than 8 inches at all times. Bag and dispose yard waste if necessary.
This is an abatable item. Update vehicle registration/tabs, repair, store inside garage or remove the following vehicles: 1. Ford F150 truck with MN license BXD260 expired September 2021, used as storage 2. Silver Honda Car with no license plates 3. Chevy Impala, with MN license GSC196 expired February 2023 **COMPLY BY: October 16, 2023	Ch. 90: All vehicles must have a current license. Vehicles that do not run or drive cannot be stored outside for more than 48 hours. The City may have the vehicle towed to an impound lot and it will be the owners responsibility to get it back. Violations pertaining to inoperable/unlicensed vehicles may be towed by the City after the "comply by"date. Impounded vehicles will be towed by City-Wide Service 9309 83rd Avenue North, Brooklyn Park, MN 55445 (763-424-4900) under authority of Chapter 90.18(C) of the Brooklyn Park City Code. The vehicle may be reclaimed in accordance with the procedures contained in M.S. § 168B.07 or disposed of in accordance with M.S. § 168B.08. If you wish to contest this pending abatement action you may in writing request a hearing before the Inspections & Environmental Health Manager or Supervisor.
Ford Cargo truck with MN license YNH7204 with a G sticker. This commercial vehicle is too large to be kept or stored on residential property.	Ch. 152: Commercial vehicles and equipment registered over 15,000 lbs. (G sticker) or more than 30 feet are not allowed outside. Also not allowed:

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Case Activity Summary

Code Enforcement Case Number: 23-2434 & 23-2478 Citation Number(s): 2023-119 & 120
Address of Violation: 7132 Janell Ave N Code Section(s): Ch. 106 IPMC (2012) 108.1.3
Owner Name: Varney Manobah & Morris Mulbah
Owner Mailing Address: 7132 Janell Ave N

COMPLY BY: October 16, 2023	Tow trucks, semi-tractor or trailers, dump trucks, and buses.

Failure to correct the above violation(s) may result in abatement or the issuance of a citation.

****Abatable Items**

Abatement items not corrected by the "comply by" date will result in the City correcting the violation. The homeowner will be billed the cost of the abatement in addition to an administrative fee. If the bill is not paid, these costs will become a special assessment on the property in violation pursuant to provisions of M.S. § 429:101. If you wish to appeal this pending abatement you must request a hearing before the "comply by" date with the Code Enforcement and Public Health Manager.

Repeat violations occurring within 12 months may result in immediate fines ranging from $55.00 to $2,000.00. *Fine amounts are based on the type and number of previous violations. Property maintenance codes exist to prevent blight, maintain a residential atmosphere and promote safe and healthy neighborhoods.*

Your cooperation in this matter is greatly appreciated. If you have any questions regarding this letter, please contact:

Michelle Peterson

Neighborhood Health Supervisor
Michelle.Peterson@brooklynpark.org
763-493-8116



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Brooklyn Park

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Community Development Department
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Si usted necesita asistencia en español, llame 763-493-8070 oprima cinco (5)
Yog koj tsis tau tau es yuav lub Hmoob hu 763-493-8070 nias xoom (0)

November 7, 2023

VARNEY MANOBAH & MORRIS MULBAH
7132 JANELL AVE N
BROOKLYN PARK, MN 55428

CASE #: 2023-00002478
PROPERTY IN VIOLATION: 7132 JANELL AVE N

An inspection of your property was conducted on 11/2/2023 and the following code violation(s) exist and must be corrected. This notice contains summaries of the city code. The complete code language is available on the city website, or you can request a copy of the code from city staff.

Violation Observed & Comply by Date	Code Description
This is an abatable item. The following items must be properly contained in an approved waste container, inside a garage or shed, or removed from the property: **Paper, plastic, rug, misc. items of junk/debris scattered around property, items stored in the back of the red truck with MN license BXD260, branches, mattress. **FINAL COMPLY BY: November 15, 2023**	Ch. 94: All garbage, yard waste, hazardous waste, animal waste and other junk or debris (such as tires, furniture, etc.) must be properly disposed of, or kept in a garbage can with a covered lid for pick-up.
This is an abatable item. Please mow all grass/weeds throughout the property and trim any grass and weeds that are 8 inches or more in height around landscaping, including the boulevard area. **Ensure entire yard has been mowed. **FINAL COMPLY BY: November 15, 2023**	Ch. 97 - All grass and/or weeds throughout the property, including but not limited to, lawns, landscaped areas, boulevards (public right-of-way), buildings, along fences and other structures, must be cut, trimmed and maintained at a height of less than 8 inches at all times. Bag and dispose yard waste if necessary.
This is an abatable item. Update vehicle registration/tabs, repair, store inside garage or remove the following vehicles: 1. Ford F150 truck with MN license BXD260 expired September 2021, used as storage 2. Silver Honda Car with no license plates – this vehicle must have updated plates if it returns to the property 3. Chevy Impala, with MN license GSC196 expired February 2023 **FINAL COMPLY BY: November 15, 2023	Ch. 90: All vehicles must have a current license. Vehicles that do not run or drive cannot be stored outside for more than 48 hours. The City may have the vehicle towed to an impound lot and it will be the owners responsibility to get it back. Violations pertaining to inoperable/unlicensed vehicles may be towed by the City after the "comply by"date. Impounded vehicles will be towed by City-Wide Service 9309 83rd Avenue North, Brooklyn Park, MN 55445 (763-424-4900) under authority of Chapter 90.18(C) of the Brooklyn Park City Code. The vehicle may be reclaimed in accordance with the procedures contained in M.S. § 168B.07 or disposed of in accordance with M.S. § 168B.08. If you wish to contest this pending abatement action you may in writing request a hearing before the Inspections & Environmental Health Manager or Supervisor.
Ford Cargo truck with MN license YNH7204 with a G sticker. This commercial vehicle is too large to be kept or stored on residential property. Vehicle was not on site	Ch. 152: Commercial vehicles and equipment registered over 15,000 lbs. (G sticker) or more than 30 feet are not allowed outside. Also not allowed:

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Owner Name: Varney Manobah & Morris Mulbah
Owner Mailing Address: 7132 Janell Ave N

during the inspection, please ensure it is not parked or stored on the property. **FINAL COMPLY BY: November 15, 2023**	Tow trucks, semi-tractor or trailers, dump trucks, and buses.

Failure to correct the above violation(s) may result in abatement or the issuance of a citation.

Abatable Items
Abatement items not corrected by the "comply by" date will result in the City correcting the violation. The homeowner will be billed the cost of the abatement in addition to an administrative fee. If the bill is not paid, these costs will become a special assessment on the property in violation pursuant to provisions of M.S. § 429:101. If you wish to appeal this pending abatement you must request a hearing before the "comply by" date with the Code Enforcement and Public Health Manager.

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Your cooperation in this matter is greatly appreciated. If you have any questions regarding this letter, please contact:

Michelle Peterson
Neighborhood Health Supervisor
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Owner Mailing Address: 7132 Janell Ave N





Note: Other correspondence may have occurred and may not be indicated above. Updated: 10/23/2024

Case Activity Summary

Code Enforcement Case Number: 23-2434 & 23-2478 Citation Number(s): 2023-119 & 120
Address of Violation: 7132 Janell Ave N Code Section(s): Ch. 106 IPMC (2012) 108.1.3
Owner Name: Varney Manobah & Morris Mulbah
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Owner Name: Varney Manobah & Morris Mulbah
Owner Mailing Address: 7132 Janell Ave N

CITY OF BROOKLYN PARK
ADMINISTRATIVE CITATION

Citation #: EH2023-120

☐ Finance Copy
☐ Original ☐ Copy

If you have questions regarding this citation, please call your inspector Michelle Peterson 763-493-8116.
Si usted necesita asistencia en español, llame (763) 493-8070 oprimo cinco (5)
Yog koj tsis tau tau es yuav lub Hmoob hu (763) 493-8070 nias xoom (0)

This citation charges you with one or more violations of Brooklyn Park City Code.

Name and Mailing Address of Alleged Violator:
VARNEY MANOBAH & MORRIS MULBAH
7132 JANELL AVE N
BROOKLYN PARK, MN 55428

Address/Location of Violation: 7132 Janell Ave N
Zip code 55428
PID Address: 29-119-21-42-0049

☐ Repeat violation within 12 months ☐ Continuing Violation ☒ Alleged Violator is the property owner

NATURE OF OFFENSE	ORDINANCE #	FINE ($)
1. Expired/inoperable vehicle	90.18(C)	200

Date of Violation: 12/15/2023 Time of Violation: 10:30:00 AM Date Issued: 12/19/2023 Case Number: 23-2478

Inspector Name/Badge #: Michelle Peterson #813 Inspector Signature: Michelle Peterson

Other pertinent information:
Please either update the tabs on the red Ford F150 with MN license BXD260 expired September 2021 and ensure that the vehicle is operable including inflated tires by January 2, 2024 or remove the vehicle from the property or park the vehicle in the garage or arrangements will be made by the city to abate (tow) the vehicle from the property.

GENERAL INFORMATION
The Administrative Enforcement Program is authorized by Chapter 37 of the Brooklyn Park City Code. The fines are set by City Council resolution from time to time. When you receive an administrative citation, you have two options. **You must either (1) correct the violation and pay the fine; or (2) request an administrative hearing within fourteen (14) days of the date of the citation (Date Issued).** Previously issued citations are separate from this citation and must be paid or requested for a hearing within 14 days of issuance. Citation amounts are doubled for repeat violations. *Failure to pay the fine or request a hearing within fourteen (14) days of the Date Issued or failure to attend a requested hearing constitutes a waiver of your rights and is an admission of the violation.*

FINE PAYMENT INFORMATION
A late payment fee of 10% of the amount of the fine may be charged by the City for each 30 day period or part thereof that the fine remains unpaid. The fine may be paid with cash, check, credit card, or money order at City Hall. A check or money order must be made payable to the City of Brooklyn Park for the correct amount. You may mail a copy of this citation with your check, or money order to: **City of Brooklyn Park, 5200 85th Ave N, Brooklyn Park, MN 55443.**
NOTE: DO NOT MAIL CASH

NOTE: BY PAYING THE FINE, YOU ARE ADMITTING THAT YOU VIOLATED THE CITY ORDINANCE.

HEARING REQUEST INFORMATION
If you believe that you did not violate the City Code or if you wish to refute the citation, you may request a hearing before a hearing officer who is not a City employee. To request a hearing you must contact the Administrative Citation Program Administrator either in person or by telephone at (763) 488-6487. *You must request a hearing within **fourteen (14) days** of the date of the citation (Date Issued).* The Program Administrator will notify you of the date, time, location of your hearing, and the name of the hearing officer. Make certain that you allow at least one-half of a day for the hearing. Other cases may be scheduled at the same time and you may have to wait.

PENALTIES
In the event that you are found to have violated the City Code and the fine remains outstanding, the City may take one or more of the following actions:

1. If you own property in the City and the property was the subject of the violation, and the fine remains unpaid, the City may assess or cause a lien to be placed in the amount of the fine against your property.
2. Pursue a legal action against you to collect the fine.
3. Suspend, revoke, not renew or deny a City-issued license or permit that is associated with the violation.
4. Refuse to grant approval for any license, permit or other City approval sought by you or for property under your ownership or control.
5. Issue a criminal citation and pursue criminal prosecution.
6. Issue additional administrative citations.

Copy: Resident

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Case Activity Summary

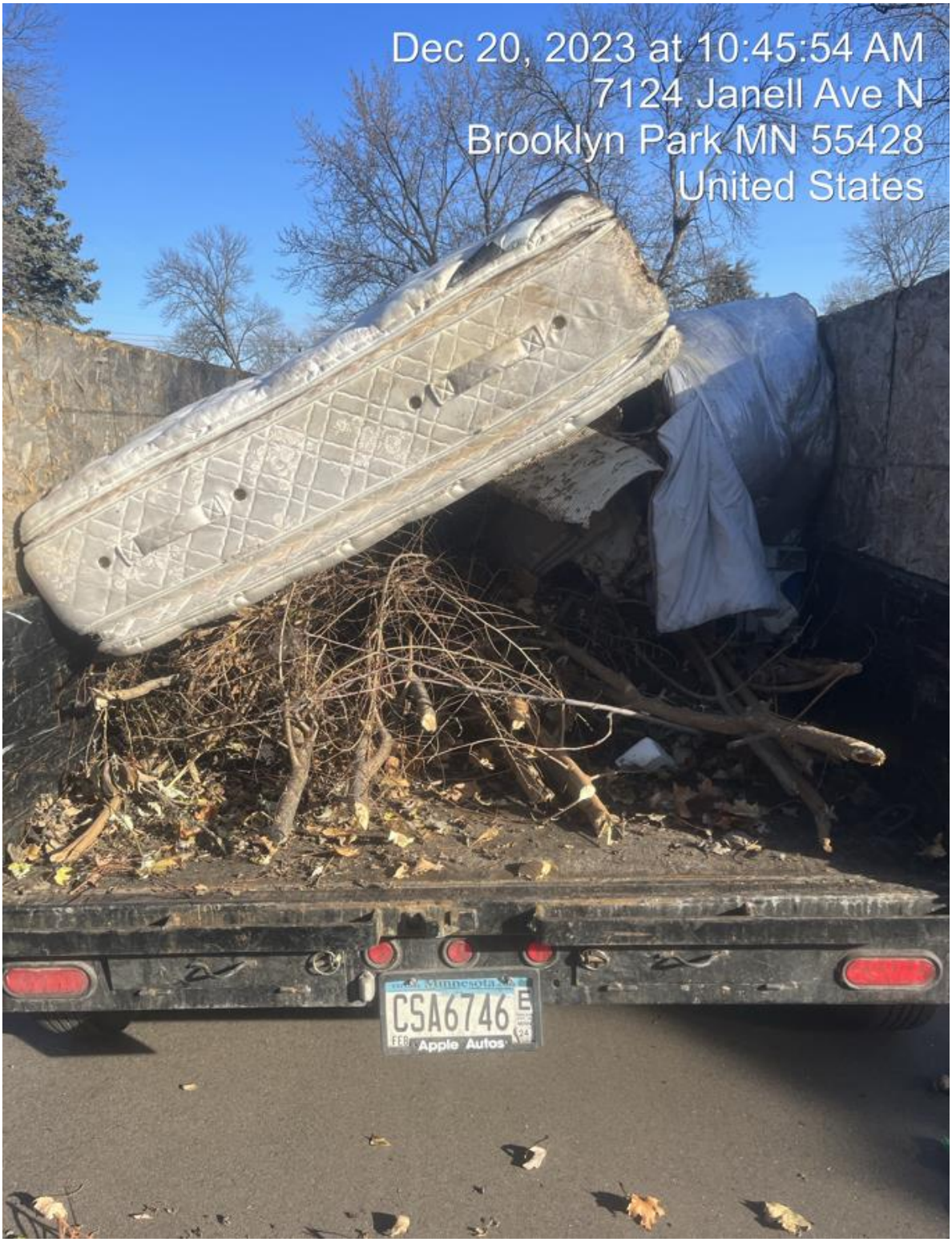
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Case Activity Summary

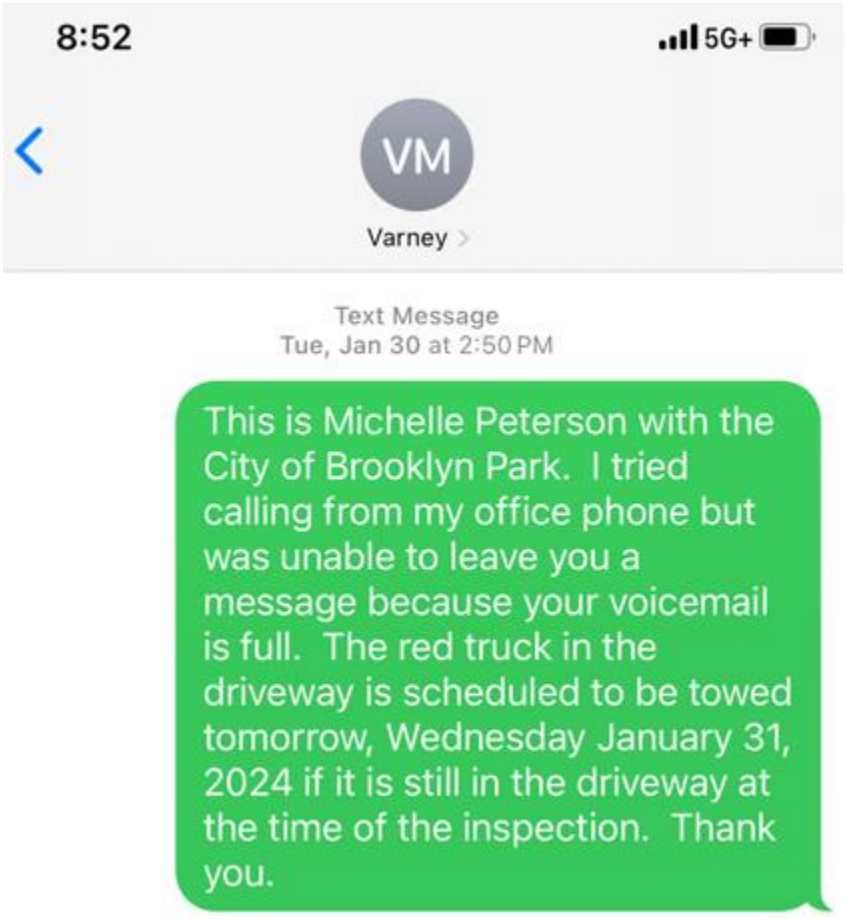
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Owner Mailing Address: 7132 Janell Ave N

Parcel Data for Taxes Payable 2024

Property ID number:
29-119-21-42-0049
Address:
7132 JANELL AVE N
Municipality:
BROOKLYN PARK
School district:
279
Watershed:
8
Sewer district:
Construction year:
1958
Owner name:
VARNEY MANOBAH/MORRIS MULBAH
Taxpayer name & address:
VARNEY MANOBAH
MORRIS MULBAH
7132 JANELL AVE N
BROOKLYN PARK MN 55428

Sales information

Sales prices are reported as listed on the Certificate of Real Estate Value and are not warranted to represent arms-length transactions.

Sale date:
August, 2015
Sale price:
$208,000
Transaction type:
Warranty Deed

Tax parcel description

The following is the County Auditor's description of this tax parcel. It may not be the legal description on the most recent conveyance document recording ownership. Please refer to the legal description of this property on the public record when preparing legal documents for recording

Addition name:
PARK LANE 2ND ADDITION
Lot:
009
Block:
007
Approximate parcel size:
W100X147X100X136
Metes & Bounds: Common abbreviations

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Abstract or Torrens:
ABSTRACT

Value and tax summary for taxes payable 2024

Values established by assessor as of January 2, 2023

Estimated market value:
$322,400
Taxable market value:
$318,288
Total improvement amount:
Total net tax:
$4,421.76 Expand for details - This feature is not accurate for tax bills less than $10.00.
Total special assessments:
$964.10
Solid waste fee:
Total Tax:
$5,385.86

Property information detail for taxes payable 2024

Values established by assessor as of January 2, 2023

Values:
Land market:
$120,000
Building market:
$202,400
Machinery market:
Total market:
$322,400
Qualifying improvements:
Veterans exclusion:
Homestead market value exclusion:
$4,112

Classifications:
Property type:
RESIDENTIAL
Homestead status:
HOMESTEAD
Relative homestead:
Agricultural
Exempt status:

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City of Brooklyn Park
Request for Council Action

Agenda Item:	7.3	**Meeting Date:**	October 28, 2024
Agenda Section:	General Action Items	**Originating Department:**	Finance
Resolution:	X		
Ordinance:	N/A	**Prepared By:**	Cheryl Keene; Finance Assistant I
Attachments:	2	**Presented By:**	LaTonia Green, Finance Director
Item:	Resolution Amending Fee Resolution #2023-136 Adopting a Schedule of Fees and Charges for Various Services, Licenses and Permits for the City of Brooklyn Park, Minnesota		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-_____ AMENDING FEE RESOLUTION #2023-136 ADOPTING A SCHEDULE OF FEES AND CHARGES FOR VARIOUS SERVICES, LICENSES AND PERMITS FOR THE CITY OF BROOKLYN PARK, MINNESOTA.

Overview:

Each year, staff reviews and makes recommended changes to the City's schedule of fees and charges. Fees are set to recover the cost of the service provided and must not exceed that cost per Minnesota Statute. These changes must be approved by the City Council by resolution. A resolution including these changes is included in the packet for your review. Additions or changes are underlined, and deletions are struck through. Some of the changes are only to delete outdated information. Also, attached are memos from departments recommending changes and providing information on the changes. Staff is recommending approval of the 2025 fees and charges schedule.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues:

The recommended fees have been incorporated in the preliminary 2025 budget. Should the City Council choose not to adopt the recommended fees, the preliminary budget would need to be adjusted accordingly.

Attachments:

7.3A RESOLUTION
7.3B STAFF MEMOS

RESOLUTION #2024-

RESOLUTION AMENDING FEE RESOLUTION #2023-136 ADOPTING A SCHEDULE OF FEES AND CHARGES FOR VARIOUS SERVICES, LICENSES AND PERMITS FOR THE CITY OF BROOKLYN PARK, MINNESOTA

WHEREAS, fees and charges are assessed for various services for the City of Brooklyn Park; and

WHEREAS, in the year 2023, the Brooklyn Park City Council approved Resolution #2023-136 adopting a schedule of fees and charges for various services, licenses and permits for the City of Brooklyn Park; and

WHEREAS, the City Council of the City of Brooklyn Park, Minnesota resolves to adopt the following schedule of fees and charges for the calendar year 2025.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Brooklyn Park approves the following schedule of fees and charges for various services, licenses and permits for the calendar year 2025.

~~Text with strikeout is proposed for deletion~~
Underlined text is proposed for insertion

APPENDIX: FEE RESOLUTION

RESOLUTION #2024-_____
CITY OF BROOKLYN PARK
COUNTY OF HENNEPIN
STATE OF MINNESOTA

RESOLUTION AMENDING FEE RESOLUTION NO. 2023-136 ADOPTING A SCHEDULE OF FEES AND CHARGES FOR VARIOUS SERVICES, LICENSES AND PERMITS FOR THE CITY OF
BROOKLYN PARK, MINNESOTA

Now, therefore, the City Council of the City of Brooklyn Park, Minnesota, resolves:

FEE RESOLUTION

Section 1. All fees and charges in effect as of the date of the adoption of the city code for the city shall remain in effect unless otherwise modified by the provisions of this resolution. All citations below are to various sections of the city code unless otherwise indicated.
Section 2. The following are the fees and charges for the permits, licenses and services listed below which are referenced to the section of the city code which authorizes their establishment:

TABLE 1-B MECHANICAL PERMIT FEES

CITY OF BROOKLYN PARK ~~2003~~

Total Valuation	*Fee*

TABLE 1-C PLUMBING PERMIT FEES

CITY OF BROOKLYN PARK ~~2003~~

Total Valuation	*Fee*
~~Residential lawn irrigation~~	~~$25.00~~
Residential RPZ/Lawn Irrigation	**$60.00**
~~Commercial lawn irrigation~~	~~$25.00~~
Commercial RPZ/Lawn Irrigation	**$60.00**
Residential water heater	~~$50.00~~ **$60.00**
Residential water softener	~~$50.00~~ **$60.00**

RECREATION AND PARK FEES

Recreation and Parks Fees	*Rate*
Park Activity Buildings	
50 person capacity	$100 + tax resident
	~~$125 +~~ **$135 +** tax non-resident
	Refundable damage deposit $300
20 person capacity	$50 + tax resident
	~~$80 +~~ **$90+** tax non-resident
	Refundable damage deposit $100
Athletic Fields:	
Soccer/Lacrosse Field	~~$35 game,~~ **$40/game,** $125/day - local youth athletic association
	~~$60 game,~~ **$70/game,** $240/day + tax- other groups
Soccer/Lacrosse Field (Noble 1 & 2)	**$55/game + tax - local youth athletic association $80/game + tax – other groups**
Baseball Field (Noble 1)	**$55/game + tax - local youth athletic association $80/game + tax – other groups**
Softball/Baseball Field Events	~~$25 game,~~ **$35/game** $100/day - local youth athletic association
	~~$60 game,~~ **$70/game,** $240/day + tax - other groups
CAC Event & Meeting space: Gardenview Room	$400 + tax resident
	$450 + tax non-resident

Recreation and Parks Fees	*Rate*
(Monday - Thursday) 250 person capacity	Damage Deposits: ~~Catered event - $350~~ **For events with food - $600**
	~~Potluck (less than 150 people) - $300~~
	~~Potluck (150 people or more) - $600~~
~~CAC Event & Meeting space: Gardenview Room (Fri. - 10 a.m. - 12:30 a.m.) 250 person capacity~~	~~$750 + tax resident~~
	~~$900 + tax non-resident~~
	~~Damage Deposits:~~ ~~Catered event - $350~~
	~~Potluck (less than 150 people) - $300~~
	~~Potluck (150 people or more) - $600~~
~~CAC Event & Meeting space: Gardenview Room (Sat. - 10 a.m. - 12:30 a.m.) 250 person capacity~~	~~$850 + tax resident~~
	~~$1,000 + tax non-resident~~
	~~Damage Deposits:~~ ~~Catered event - $350~~
	~~Potluck (less than 150 people) - $300~~
	~~Potluck (150 people or more) - $600~~
~~CAC Event & Meeting space: Gardenview Room (Sun. - 10 a.m. - 12:30 a.m.) 250 person capacity~~	~~$550 + tax resident~~
	~~$650 + tax non-resident~~
	~~Damage Deposits:~~ ~~Catered event - $350~~
	~~Potluck (less than 150 people) - $300~~
	~~Potluck (150 people or more) - $600~~
CAC Event & Meeting space: Gardenview Room (Fri - Sun. - 10 a.m. - 12:30 a.m.) 250 person capacity	**$950 + tax resident** **$1,200 + tax non-resident**
	Damage Deposits: **For events with food - $600**
~~CAC Event & Meeting space: Community Room & Gazebo (Sat. - 10 a.m. - 12:30 a.m.) 250 person capacity~~	~~$1,025 + tax resident~~
	~~$1,250 + tax non-resident~~
	~~Damage Deposits:~~ ~~Catered event - $350~~
	~~Potluck (less than 150 people) - $300~~
	~~Potluck (150 people or more) - $600~~
CAC Event & Meeting space: Grand Room (3 rooms) (Monday - Thursday) 375 person capacity	$650 + tax resident
	$750 + tax non-resident
	Damage Deposits: ~~Catered event - $350~~ **For events with food - $600**
	~~Potluck (less than 150 people) - $300~~
	~~Potluck (150 people or more) - $600~~
~~CAC Event & Meeting space: Grand Room (3 rooms)~~	~~$850 + tax resident~~
	~~$1,000 + tax non-resident~~

Recreation and Parks Fees	*Rate*
~~(Fri. - 10 a.m. - 12:30 a.m.)~~ ~~375 person capacity~~	~~Damage Deposits:~~ ~~Catered event - $350~~
	~~Potluck (less than 150 people) - $300~~
	~~Potluck (150 people or more) - $600~~
~~CAC Event & Meeting space: Grand Room (3 rooms)~~ ~~(Sat. - 10 a.m. - 12:30 a.m.)~~ ~~375 person capacity~~	~~$950 + tax resident~~
	~~$1,150 + tax non-resident~~
	~~Damage Deposits:~~ ~~Catered event - $350~~
	~~Potluck (less than 150 people) - $300~~
	~~Potluck (150 people or more) - $600~~
~~CAC Event & Meeting space: Grand Room (3 rooms)~~ ~~(Sun. - 10 a.m. - 12:30 a.m.)~~ ~~375 person capacity~~	~~$850 + tax resident~~
	~~$1000 + tax non-resident~~
	~~Damage Deposits:~~ ~~Catered event - $350~~
	~~Potluck (less than 150 people) - $300~~
	~~Potluck (150 people or more) - $600~~
CAC Event & Meeting space: Grand (Friday- Saturday; 10am – 12:30am) 375 person capacity	**$1,050 + tax resident**
	$1300 + tax non-resident
	Damage Deposit:
	For events with food - $600
CAC Event & Meeting space: Grand Room 1 and 2 (2 rooms) 250 person capacity	~~$140/hr +~~ **$150/hr** +tax
	$210/hr + tax non-resident
	Damage Deposits: ~~Catered event - $350~~ **For events with food - $400**
	~~Potluck (less than 150 people) - $300~~
	~~Potluck (150 people or more) - $600~~
CAC Event & Meeting space: Grand Room 1 (1 room) 120 person capacity	~~$65/hr +~~ **$70/hr** + tax resident
	~~$85/hr +~~ **$90/hr +** tax non-resident
	Damage Deposits: ~~Catered event - $350~~ **For events with food - $200**
	~~Potluck (less than 150 people) - $150~~
	~~Potluck (150 people or more) - $300~~
~~CAC Event & Meeting Space: Senior Center (3 rooms) & Gazebo~~ ~~(Sat. 10 a.m. - 12:30 a.m.)~~ ~~375 person capacity~~ ~~Kitchen Cleaning/Damage Deposit (licensed caterer only)~~	~~$1,125 + tax resident~~
	~~$1,400 + tax non-resident~~
	~~Damage Deposits:~~ ~~Catered event - $350~~
	~~Potluck (less than 150 people) - $300~~
	~~Potluck (150 people or more) - $600~~
	~~Deposit: $250~~

Recreation and Parks Fees	Rate
Admission fees: Open skate	$4 adults

	$3 children & seniors $11 family ~~$3 skate rental~~

Edinburgh USA		
Rounds	**Rate**	
Patron card holder	~~$46 + tax~~ $**47 + tax**	
Resident	~~$50 + tax~~ **$52 + tax**	
Non-resident	$60 + tax	
Junior rate	$30 + tax	
Senior rate	$54 + tax	
9-hole league	~~$25 + tax~~ **$27 + tax**	
Twilight Rate	~~$39 + tax~~ **$44 + tax**	
Daily Specials		
Monday – Thursday	Walking	~~$50~~ **$55 + tax**
	Riding	~~$65~~ **$70 + tax**
Friday – Sunday	Walking	$60 + tax
	Riding	$80 + tax
Player's Card Rate	$99 + tax	
SAC Season Pass **(St Andrews Club)**	~~$2,475~~ ~~**2,800** unlimited~~ **$2,790 (90 rounds)** **$2,475 (75 rounds)** ~~$1,650~~ **$1.750** (50 rounds) ~~$1,400~~ **$1,480** (40 rounds) ~~$1,110~~ **$1,170** (30 rounds) ~~$780~~ **$820** (20 rounds) ~~$410~~ **$430** (10 rounds)	
Cart Fee	$20 + tax	
Twilight Cart Fee	$15 + tax	
Patron Card	$100 + tax	
Range Token	~~$6 + tax~~ **$6.50 + tax**	
Range Key	~~$160 + tax~~ **$168 + tax**	

Brooklyn Park Sports Dome	
	Rate
Prime rental rate (full field)	~~$325~~ **$330+** tax per hour
Non-prime rental rate (full field)	$**220** + tax per hour
Prime rental rate (half field)	$2~~00~~ **$205**+ tax per hour
Non-prime rental rate (half field)	~~$125~~ **$130**+ tax per hour

Brookland Golf Course	
	Rate
Footgolf rate	~~$10~~ **11.00** (tax included)
Adult Rate	~~$17.50~~ **$18.00 (tax included)**

Senior Rate	$15.00 + **$ 16.00 (tax included)**
Adult Patron Round Rate	$10.00 **$11.00** (tax included)
Senior Patron Round Rate	$9.00 **$10.00** (tax included)
Membership Rate	$475.00 **$500.00 (** tax included)
Second Person Membership	**$275.00 (tax included)**
Patron Card Rate	$75.00 **$80.00 (tax included)**
Twilight Rate	~~$14.00~~ **$15.00 (**tax included)
Super Twilight Rate	~~$13.00~~ **$14.00 (**tax included)

Ice Arena	
	Rate
Prime rental rate	~~$250/hour, effective 09/01/2023~~ **$265/hr, effective 09/01/2025**

Picnic Pavilion Rentals	
	Rate
20-person capacity (resident)	$30 + tax
20-person capacity (non-resident)	~~$65 + tax~~ **$70 + tax**
40-person capacity (resident)	$50 + tax
40-person capacity (non-resident)	~~$85 + tax~~ **$90 + tax**
50-person capacity (resident)	$60 + tax
50-person capacity (non-resident)	~~$95 + tax~~ **$100 + tax**
60-person capacity (resident)	$110 + tax
60-person capacity (non-resident)	~~$145 + tax~~ **$150 + tax**
150-person capacity (resident)	$225 + tax
150-person capacity (non-resident)	~~$260 + tax~~ **$265 + tax**
Shelter Kitchen rental	~~$65 + tax~~ **$75 + tax**

RECYCLING SERVICE CHARGES

Quarterly Recycling Service Charges			
Year	***Single-Family through Eight Residential Unit***	***Multi-Family Units***	***Reference***
~~January 1, 2023~~ **January 1, 2025**	~~$13.65~~ **$15.75 per unit per quarter**	$9.30 per unit per quarter	§ 98.39

STORM SEWER RATES AND CHARGES

Storm Sewer Rates and Charges			
QUARTERLY STORM SEWER RATES			
Year	Land Use Class	Quarterly Charge	Reference
January 1, 2025	**Single Family Residential**	**$21.76 per unit**	**§ 108.04**
	Townhouse/Two Family Residential	**$21.76 per unit**	**§ 108.04**
	Multiple Family Residential	**$6.78 per unit**	**§ 108.04**
	Business	**$84.94 per acre**	**§ 108.04**
	Industrial	**$84.94 per acre**	**§ 108.04**
	School/Church	**$40.29 per acre**	**§ 108.04**

STREET/SIGNAL LIGHTING RATES AND CHARGES

Street/Signal Lighting Rates and Charges			
QUARTERLY STREET/SIGNAL LIGHTING RATES AND CHARGES			
Year	***Land Use Class***	***Quarterly Charge***	***Reference***
January 1, 2025	**Single Family Residential**	**$12.92 per unit**	§ 109.03
	Townhouse/Two Family Residential	**$9.31 per unit**	§ 109.03
	Multiple Family Residential	**$4.54 per unit**	§ 109.03
	Business/Industrial/School/Church	**$0.30 per street front lineal foot**	§ 109.03

WATER ACCESS CHARGES

Year	***Amount of Charge***	***Reference***
June 1, 2024	$2,750	§ 100.63
June 1, 2025	$2,875	§ 100.63
WAC total charge is calculated utilizing the same unit charge multiplier as per the Metropolitan Council Environmental Services (MCES) Sewer Availability Charge (SAC) Procedure Manual.		

WATER METERS

Reason for Charge	***Amount of Charge***		***Reference***
Deposit for disconnecting, testing and repair of a meter	5/8" to 1" meters	$150	§ 100.60
	1½" to 2" meters	$300	
	3" to 8" meters	$600	
Deposit for a temporary meter	$350		§ 100.65
	2 inch ultrasonic		~~$1,450~~ **$1,500**
	3 inch ultrasonic		~~$4,200~~ **$4,400**
	4 inch ultrasonic		~~$5,000~~ **$5,300**

MEMORANDUM

DATE: October 11, 2024

TO: LaTonia Green, Finance Director

FROM: Tim Gladhill, Community Development Director

CC: Jason Newby, Inspections & Env Health Manager
Jason Klema, Building Official

SUBJECT: **2025 Proposed Fee Changes in Community Development**

The Community Development staff has reviewed the Fee Schedules. We are recommending the following updates, which include technical corrections and updates to related sections in city code.

Building Permits

Staff is proposing an increase in fees for water heaters, water softeners, RPZ/irrigation related to residential and commercial construction. These fee increases better reflect the city's cost for service.

Water heater, water softener, and RPZ/irrigation permits currently cost $50. Staff is proposing a fee increase to $60 for each permit type.

- Since 2019, the average number of water heater permits 1,107 each year. Calculating the proposed fee increase, an additional $11,074 is anticipated in 2025.
- Since 2019, the average number of water softener permits per year is 331. Calculating the proposed fee increase, an additional $3,310 is anticipated in 2025.
- Since 2019, the average number of RPZ/irrigation permits 882 each year. Calculating the proposed fee increase, an additional $1,764 is anticipated in 2025.
- Irrigation permits have historically been listed on the fees table; however, our permitting system and the industry call them RPZ permits. To clean up the identification of them I am combining the terms RPZ and Irrigation permit. Also, the incorrect dollar amount has been listed on the fee table of $25, for years the permit cost has been $50.
- Similar permit types and fees in other cities are as follows:
  - Blaine $75, Plymouth $45, Duluth $49, Champlin $25, Brooklyn Center $60, and Chanhassen $80, which are consistently higher than what Brooklyn Park currently charges.

The below fees (highlighted in yellow), strike through (current fees), and underlined (proposed fees) are fees staff is adjusting to align with the cost incurred for the services being provided to residents.

Plumbing permit fees

We have calculated the increase in revenue for residential water heaters, residential water softeners, residential RPZ/irrigation, commercial RPZ/irrigation permits based on the last five years of permit data. We averaged the last five years of permits for each type and based on that average, we multiplied the increase in fees times that average to calculate the estimated revenue increase.

Public Sewer Connection, Individual Sewage Treatment Standards, and Permits

City code sections 99.06 Public Sewer Connection,101.02 Individual Sewage Treatment Standards, and 101.5 Permits require updates as these sections contain outdated references and do not reflect current codes, procedures, or policies for septic systems.

Ordinance #2024-

ORDINANCE AMENDING CHAPTER 99 AND CHAPTER 101 OF THE BROOKLYNPARK CITY CODE
PERTAINING TO SEWERS, AND PRIVATE SEWER AND WATER SYSTEMS

~~Text with strikeout is proposed for deletion~~
Underlined text is proposed for insertion

Section 1. Section 99.06 of the Brooklyn Park City Code is amended to read as follows

99.06 PUBLIC SEWER SERVICE CONNECTION.

(A) *Connection required.* Connection to the public sewer system is required in accordance with the provisions of the Minnesota State Building Code, Chapter ~~4715~~ 4714, Minnesota Plumbing Code, and the ordinances of the City of Brooklyn Park.

(C) *Separate public sewer service connections required.*

(1) All connections must be made in accordance with the provisions of the Minnesota State Building Code, Chapter ~~4715~~ 4714, Minnesota Plumbing Code, and ~~Rule 4715.0310~~ State Statue 326B.435 thereof. A separate and independently connected building sewer must be provided for each property and for each unit contained within a structure; i.e., a duplex must have two services from the public sewer main to the building. Exceptions to this provision may be allowed subject to the approval of the Building Official.

Section 2. Section 101.02 of the Brooklyn Park City Code is amended to read as follows

101.02 INDIVIDUAL SEWAGE TREATMENT STANDARDS ADOPTED.

Minnesota Pollution Control Agency Chapter 7080.0060 through 7080.0315, individual sewage treatment systems, is adopted by reference and made a part of this title except as amended below:

(A) *Amendments.*

(1) Whenever the word “agency” appears, it will be deleted and ~~“City”~~ “Hennepin County” inserted. Whenever the word “Executive Director” or “director” appears, it will be deleted and ~~“Building Official”~~ “Hennepin County” inserted.

Section 3. Section 101.05 of the Brooklyn Park City Code is amended to read as follows

§ 101.05 PERMITS.
It is unlawful to repair, install, construct, pump or modify any individual sewage treatment or disposal system unless the person has first obtained a permit from ~~the Building Official~~ Hennepin County. It is the responsibility of the permittee to obtain the necessary inspections before doing the work.

Section 4. Appendix: Fee Resolution of the Brooklyn Park City Code is amended to read as follows

TABLE 1-C PLUMBING PERMIT FEES CITY OF BROOKLYN PARK 2003

Total Valuation	*Fee*	
Total Valuation	*Fee*	
New single-family plumbing	$200.00	
~~Residential lawn irrigation~~	~~$25.00~~	
Residential RPZ/lawn irrigation	$60	
~~Commercial law irrigation~~	~~$25.00~~	
Commercial RPZ/lawn irrigation	$60	
Residential water heater	~~$50.00~~ $60.00	
Residential water softener	~~$50.00~~ $60.00	
$1.00 to $2,500.00	$50.00	
$2,501.00 to $50,000.00	2% of valuation	
$50,001.00 and up	$1,000 plus 1% of valuation in excess of $50,000.00	
Other Inspections and Fees:		
1.	Inspections outside of normal business hours	$75.00 per hour (minimum charge-two hours)
2.	Reinspection fee assessed under provisions of M.S. § 326B.153	$75.00 per hour
3.	Inspections for which no fee is specifically indicated	$50.00 per hour (minimum charge-one hour)
4.	When submittal documents are required by Section 1300.0130, a plan review fee must be paid	The plan review fee

		shall be 10% of the plumbing permit fee.
5.	Additional plan review required by changes, additions or revision to plan	$75.00 per hour (deferred submittals)

Brooklyn Park

MEMORANDUM

Date: October 11, 2024

To: LaTonia Green, Finance Director
Jay Stroebel, City Manager

From: Brad Tullberg, Recreation & Parks Director

Subject: 2025 Recreation & Parks Department Fee changes

The following are the proposed changes to the 2025 Fees and Charges for the Recreation and Parks Department. While many fees in the Recreation and Park Department remain the same for 2025, staff are requesting the following changes to help cover the cost of providing the services due to rising costs for staffing, utilities and supplies.

The pricing for Recreation programs and events is determined by the parameters outlined in the Recreation & Parks Department Fees & Charges Policy.

Staff have conducted a market analysis of neighboring parks and recreation agencies and comparable facilities to inform the requested changes. The proposed rates are competitive for comparable programs and facilities in and around the area.

Park Activity Buildings

- Increase non-resident 50-person capacity from $125 to $135 plus tax
- Increase non-resident 20-person capacity from $80 to $90 plus tax

Park Picnic Pavilions

- Increase non-resident 20-person capacity from $65 to $70 plus tax
- Increase non-resident 40-person capacity from $85 to $90 plus tax
- Increase non-resident 50-person capacity from $95 to $100 plus tax
- Increase non-resident 60-person capacity from $145 to $150 plus tax
- Increase non-resident 150-person capacity from $260 to $265] plus tax
- Increase Pavilion Kitchen Rental from $65 to $75 plus tax

Athletic Fields

- Increase resident Soccer/ Lacrosse Field from $35/game to $40/game
- Increase non-resident Soccer/ Lacrosse Field from $60/game to $70/game
- Increase resident Baseball/Softball Field from $25/game to $35/game
- Increase non-resident Baseball/Softball Field from $60/game to $70/game
- Add resident Soccer/ Lacrosse Field (Noble 1 & 2) $55/game
- Add non-resident Soccer/ Lacrosse Field (Noble 1 & 2) $80/game
- Add resident Baseball Field (Noble 1) $55/game
- Add non-resident Baseball Field (Noble 1) $80/game

Please note that BPAA does not pay field fees on a per game basis. BPAA pays a flat rate per participant for field use.

Brooklyn Park Sports Dome

- Increase Prime Rental Rate (full field) from $325/hour to $330/hour
- Increase Prime Rental Rate (half field) from $200/hour to $205/hour
- Increase Non-prime Rental Rate (half field) from $125/hour to $130/hour

All other rates at the Brooklyn Park Sports Dome remain unchanged

Brookland Golf Park

- Increase Adult rate from $17.50 to $18.00 including tax
- Increase Senior Rate from $15.00 to $16.00 including tax
- Increase twilight rate from $14.00 to $15.00 including tax
- Increase super twilight from $13.00 to $14.00 including tax
- Increase Patron Card from $75.00 to $80.00 including tax
- Increase Adult Patron Rate from $10.00 to $11.00 including tax
- Increase Senior Patron Rate from $9.00 to $10.00 including tax
- Increase Membership from $475.00 to $500.00 including tax
- Increase Second Person Membership from $250.00 to $275.00 including tax

All other rates at Brookland Golf Park remain unchanged

Community Activity Center Room Rentals

- Delete all Gardenview Room Catered Event Damage Deposit charges
- Add Gardenview Room Damage Deposit for events with food $600
- Delete Gardenview Room Friday Rental Fee
- Delete Gardenview Room Saturday Rental Fee
- Delete Gardenview Room Sunday Rental Fee
- Add resident Gardenview Room Friday thru Sunday Rental Fee at $950 + tax
- Add non-resident Gardenview Room Friday thru Sunday Rental Fee at $1,200 + tax
- Delete all Grand Room Catered Event Damage Deposit charges
- Add Grand Room (3 rooms) Damage Deposit for events with food at $600
- Add Grand Room (2 rooms) Damage Deposit for events with food at $400
- Add Grand Room (1 room) Damage Deposit for events with food at $200
- Delete Grand Room Friday Rental Fee
- Delete Grand Room Saturday Rental Fee
- Delete Grand Room Sunday Rental Fee

- Add resident Grand Room Friday thru Sunday Rental Fee at $1,050 + tax
- Add non-resident Grand Room Friday thru Sunday Rental Fee at $1,300 + tax
- Increase resident Grand Room (2 rooms) from $140/hour to $150/hour + tax
- Increase resident Grand Room (1 room) from $65/hour to $70/hour + tax
- Increase non-resident Grand Room (1 room) from $85/hour to $90/hour + tax
- Delete Gardenview Room & Gazebo rental fee
- Delete Grand Room (3 rooms) & Gazebo rental fee

All other rental rates at the Community Activity Center remain unchanged

Edinburgh USA Golf Course

- Increase Monday – Thursday walking from $50 to $55 + tax
- Increase Monday – Thursday riding from $65 to $70 + tax
- Increase Patron rate from $46 to $47 + tax
- Increase Resident rate from $50 to $52 + tax
- Increase 9-Hole League rate from $25 to $27 + tax
- Increase Twilight Rate from $39 to $44 + tax
- Increase St. Andrews Club 10 round package from $410 to $430 + tax
- Increase St. Andrews Club 20 round package from $780 to $820 + tax
- Increase St. Andrews Club 30 round package from $1110 to $1170 + tax
- Increase St. Andrews Club 40 round package from $1400 to $1480 + tax
- Increase St. Andrews Club 50 round package from $1650 to $1750 + tax
- Add St. Andrews Club 75 round package at $2475 + tax
- Add St. Andrews Club 90 round package at $2790 + tax
- Delete St. Andrews Club unlimited rounds package
- Increase Range Token from $6 to $6.50 + tax
- Increase Range Key fee from $160 to $168 +tax

All other rates at Edinburgh USA remain unchanged

Ice Arena

- Increase Prime Rental Rate from $250/hour to $265.00/hour effective 9/1/2025
- Delete Skate Rental Fee of $3

All other Ice Arena rental rates remain unchanged

Brooklyn Park

MEMORANDUM

Date: October 22, 2024

To: LaTonia Green, Finance Director
Greg Hoag, Acting Director of Operations and Maintenance
Tom Coughlin, Utilities Supervisor

Brian Weidema, Meter Specialist
Chris Kuecker, Accountant, Financial Analyst
Melissa Stay, Finance Assistant

From: Richard Luckow, Utilities Superintendent

Subject: 2025 Utilities meter fee changes

The Utilities Division is recommending the following changes to the fee resolution(s).
The proposed charges are to become effective on January 1, 2025

1. **Water meter furnish & install fee (100.62)**
   The city installs and controls the water meters for new homes, commercial buildings, and irrigation. There are several new or lower cost products available. The changes are deemed necessary to cover the City's cost for furnishing & installation of the new meter and set up the billing account. In addition, costs for repairs due to damage such as fire or freezing are addressed in the table.

Meter size & type	Current Amount ($)	Proposed Amount ($)	Comments
5/8" disc residential	$500	$500	No Change
5/8" Ultrasonic residential	$500	$500	No Change
3/4" disc	$550	$550	No Change
1 inch disc	$675	$675	No Change
1 inch ultrasonic	$675	$675	No Change
1.5 inch disc	$1,200	$1,200	No Change
1.5 inch ultrasonic	$1,200	$1,200	No Change
2 inch disc	$1,300	$1,300	No Change
2 inch ultrasonic	$1,450	$1,500	Increase
2 inch compound	$2,950	$2,950	No Change
2 inch turbine	$1,475	$1,475	No Change
3 inch turbine	$2,600	$ 2,600	No Change
3 inch compound	$4,200	$ 4,200	No Change
4 inch turbine	$2,950	$ 2,950	No Change
4 inch compound	$5,300	$5,300	No Change
3 inch Ultrasonic	$4,200	$4,400	Increase
4 inch Ultrasonic	$4,800	$5,300	Increase
Frozen meter charge	Varied	$150 plus meter cost	
Replace due to damage	Listed meter price	Listed meter price	
Repairs due to damage	Parts & labor	Parts & labor	

City of Brooklyn Park
Request for Council Action

Agenda Item:	7.4	**Meeting Date:**	October 28, 2024
Agenda Section:	General Action Items	**Originating Department:**	Community Development
Resolution:	N/A	**Prepared By:**	Erin McDermott, Senior Planner Keith Jullie, Rental and Business Licensing Manager
Ordinance:	FIRST READING		
Attachments:	1	**Presented By:**	Erin Perdu, Interim Planning Director, Keith Jullie, Rental and Business Licensing Manager
Item:	Ordinance Amendment: Cannabis Registration and Zoning		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO APPROVE ON FIRST READING OF AN ORDINANCE AMENDING CHAPTERS 127 AND 152 OF THE BROOKLYN PARK CODE OF ORDINANCES ADOPTING REGULATIONS FOR CANNABIS ORIENTED BUSINESSES.

Overview:

In 2023, Minnesota became the 23rd state in the nation to legalize adult-use cannabis. The new law also created a new state office – the Office of Cannabis Management (OCM). Minnesota Statute Chapter 342 contains all regulations within state law pertaining to cannabis, including licensing by the OCM, and registration and land use requirements for municipalities that declare the desire to oversee the registrations of cannabis businesses.

Local governments are given the option to register cannabis businesses and oversee compliance checks. In the event a city does not decide to partake in the registration process, registration defaults to the county in which the city is located. The Brooklyn Park City Council has determined they want the city to oversee registration, which does not occur until the applicant has undergone vigorous verification processes by the OCM. Local governments are not allowed to ban cannabis businesses, or limit operations in a manner beyond what is allowed in Minnesota Statute Chapter 342.

Local governments are allowed to limit the number of cannabis retailers and businesses with retail endorsements to a minimum of one retail location per 12,500 residents. There is no obligation to seek out businesses if the number is not met by the market, however, the city would not be able to restrict a business if a limit is established, but not yet met. According to the 2020 Census the population of Brooklyn Park was 86,478, which obligates the city to register a minimum of 7 retailers or businesses with retail endorsements.

There are 13 different types of licenses issued by the OCM, all of which have been individually listed on the use tables within the proposed zoning text amendment. Not all cannabis-oriented businesses include retail components.

<u>License Types</u>
Microbusiness: Microbusinesses may cultivate cannabis, manufacture cannabis products and hemp products, and package such products for sale to customers or another licensed cannabis business. Microbusinesses may also operate a single retail location.

Mezzobusiness: Mezzobusinesses may cultivate cannabis, manufacture cannabis products and hemp products, and package such products for sale to customers or another licensed cannabis business. Mezzobusinesses may operate up to three retail locations.

Cultivator: Cultivators may cultivate cannabis and package such cannabis for sale to another licensed cannabis business.

Manufacturer: Manufacturers may manufacture cannabis products and hemp products and package such products for sale and to a licensed cannabis retailer.

Retailer: Retailers may sell immature cannabis plants and seedlings, cannabis, cannabis products, hemp products, and other products authorized by law to customers and patients.

Wholesaler: Wholesalers may purchase and/or sell immature cannabis plants and seedlings, cannabis, cannabis products, and hemp products from another licensed cannabis business. Wholesalers may also import hemp-derived consumer products and lower-potency hemp edibles.

Transporter: Transporters may transport immature cannabis plants and seedlings, cannabis, cannabis products, and hemp products to licensed cannabis businesses.

Testing Facility: Testing facilities may obtain and test immature cannabis plants and seedlings, cannabis, cannabis products, and hemp products from licensed cannabis businesses.

Event Organizer: Event organizers may organize a temporary cannabis event lasting no more than four days.

Delivery Service: Delivery services may purchase cannabis, cannabis products, and hemp products from retailers or cannabis business with retail endorsements for transport and delivery to customers.

Medical Cannabis Combination Business: Medical cannabis combination businesses may cultivate cannabis, manufacture cannabis and hemp products, and package such products for sale to customers, patients, and another licensed cannabis business. Medical cannabis combination businesses may operate up to one retail location in each congressional district.

Lower-Potency Hemp Edible Manufacturer: Lower-potency hemp edible manufacturers may manufacture and package lower-potency hemp edibles for consumer sale, and sell help concentrate and lower-potency hemp edibles to other cannabis and hemp businesses.

Lower-Potency Hemp Edible Retailer: Lower-potency hemp edible retailers may sell lower-potency hemp edibles to customers.

Proposed Zoning Text Amendment:

<u>Use Tables</u>

Staff considered substantially similar uses for the determination of the best fit for zoning districts. Cannabis retail uses were added as permitted in districts where tobacco and liquor stores are currently permitted. Cannabis manufacture and cultivation were permitted where other manufacturing and similar light industrial uses are permitted. The mixed-use districts all have a corresponding commercial zoning district for use density, for example the B-1 Office District Park District corresponds with the LW – Live Work District. Due to density considerations and looking at proximity of other uses to these districts, cannabis uses have been included consistently across the non-residential and mixed-use district use tables.

Performance Standards.

Staff considered current regulation on other adult use products such as tobacco and liquor sales, making the recommendation for consistency in the spacing requirements and regulation of other similar substances. In addition to buffer requirements, staff researched how other communities were regulating cannabis-oriented businesses. During preliminary discussions with City Council through several work sessions and discussions, staff provided maps to illustrate properties meeting different buffering distances. Statute permits a maximum buffer distance of 1,000 feet from schools, and 500 feet from daycares, residential treatment facilities, and public park attractions frequented by minors. Where did we end up with our buffer distance recommendation?

Security, screening, odor control and cultivation were commonly added to regulation. The recommendations for these regulations are comparable to other similarly situated cities, as well as the recently adopted St. Paul zoning text amendment.

Planning Commission.
A public hearing for the Zoning Text Amendment was held at the October 9, 2024, Planning Commission Regular Meeting. There were no members of the public present to speak on this item. The members of the Planning Commission discussed concern over Federal requirements disallowing banking for this industry. Planning Commission did not recommend limiting the number of registrations in Brooklyn Park, as the tax revenue from the sales tax that the City will receive is in line with the City Council goal of increasing the tax base of the City.

Proposed Registration Standards:

There are aspects of Cannabis Oriented Businesses that will not be contained within the Zoning Code. These standards will be contained in Chapter 127 of the Brooklyn Park Code of Ordinances. The amendment to that chapter will occur at the City Council Regular Meeting concurrently with the proposed zoning text amendment. The Licensing Code will contain regulations for cannabis registrations that are required across all zoning districts to ensure public health and safety standards are maintained through the City. These regulations include the number of registrations permitted within the City, the procedure for registering and renewing registrations for retail businesses, compliance check requirements, registration suspension procedures, and hours of operation. Additional details will be presented at the City Council meeting for discussion.

BP 2025 Goals:

The City established six goals for the future of Brooklyn Park. These goals are to create a united and welcoming community, beautiful spaces and quality infrastructure, balanced economic environment, healthy and safe people of all ages, partnerships that increase racial and economic equity, and an effective and engaging government. It is important to consider these goals as we move forward with regulations on a topic that has historically been racially charged and disproportionally affected the Black community nationwide. There is currently a process established by the OCM for applications meeting specific criteria, this application type has been titled the Social Equity application. The process involves a lottery based system to pre-approve certain applications prior to the approval of general applications. This type of application provides access to this new industry, including grant opportunities for people who have been adversely affected by cannabis prohibitions or otherwise vulnerable communities, which include the following:

- Individuals, immediate family, or dependents of someone convicted of offenses involving the possession or sale of cannabis prior to May 1, 2023
- Veterans
- Owners and employees of farms that have operated for the last five years, and
- Residents of areas that have high cannabis enforcements rates, a poverty rate of 20% or more, median family incomes not exceeding 80% of the statewide or metro-wide area, 20% of households receiving Supplemental Nutrition Assistance Program (SNAP) assistance, and populations that experienced a high

level of vulnerability according to the Social Vulnerability Index provided by the Centers for Disease Control and Prevention.

While the OCM has put efforts in place for social equity statewide, it is important for racial considerations to be made that are specific to Brooklyn Park. The City and State goals are intended to work together and must be considered as such.

Balanced economic environment, healthy and safe people of all ages, and partnerships that increase racial and economic equity were heavily considered in the process of drafting the proposed ordinance. The Zoning Code regulates where uses are located, as well as regulations to guide those activities. To ensure this update is not used as a barrier for exclusion, we considered all land uses where retail activities, manufacturing, and cultivation are permitted. Once a list of districts that permit these land uses was created, the Zoning Map was considered and adjacent zoning districts that would be impacted by these activities were listed. The B-1 zoning district, which is commonly adjacent to residential districts, and mixed-use districts that permit residential uses were the most careful considerations. The impacts on these districts were also considered against other uses permitted in these areas that may have similar impacts such as liquor sales, tobacco sales, as well as restaurants serving liquor and distilleries as these are similar to the Microbusinesses and Mezzobusiness uses. Another important district that was considered was our BP – Business Park zoning, because while it is intended for light industrial uses as well as office and warehouse space, many of our BP properties abut residential districts including those in adjacent municipalities. This circumstance informed the regulation proposed that all cultivation occur within the principal structure, which will mitigate many negative impacts on surrounding property owners.

United and welcoming community, and effective and engaging government were the topics of challenging conversations with our elected officials and other commissioners about the application of this statute in this community, as well as open conversations with other local governments, county officials and representatives from the State to ensure staff is knowledgeable and can fairly administer the regulations the community adopts. Cannabis regulation was also discussed with the Community Long-Range Implementation Committee, which resulted in their recommendation to adopt the strictest guidelines permitted by statute.

Beautiful spaces and quality infrastructure can also be a consideration, as in addition to the adoption of Minnesota Statute Chapter 342, amendments were made to Chapter 295, in which retail sales tax was amended. Of the tax dollars generated from cannabis sales, 20% will go to the local government cannabis aid account, and 80% to the state general fund. Increasing the tax base has been indicated by City Council as a high priority to sustain the city infrastructure as the city grows.

Primary Issues/Alternatives to Consider:

1. Approve the Ordinance Amendment on first reading as presented.
2. Approve the Ordinance Amendment on first reading with modifications.
3. Deny the Ordinance Amendment on first reading.

Budgetary/Fiscal Issues: N/A

Attachments:

7.4A CANNABIS ORDINANCE TEXT AMENDMENT

ORDINANCE NO. _____

CITY OF BROOKLYN PARK
STATE OF MINNESOTA

AN ORDINANCE ESTABLISHING REGULATIONS FOR REGISTRATION OF CANNABIS AND HEMP BUSINESSES AND RELATED REGULATIONS AND CREATING ZONING REGULATIONS FOR CANNABIS BUSINESSES

The City of Brooklyn Park hereby ordains:

SECTION 1.

127.01 FINDINGS AND PURPOSE
127.02 DEFINITIONS
127.03 PRE-LICENSE CERTIFICATION OF CANNABIS BUSINESSES
127.04 RETAILER REGISTRATION
127.05 REGISTRATION ENFORCEMENT.
127.06 COMPLIANCE CHECKS
127.07 HOURS OF OPERATION
127.08 TEMPORARY CANNABIS EVENTS
127.09 REQUIREMENTS FOR LOWER-POTENCY HEMP EDIBLE RETAILERS
127.10 PENALTIES ADMINISTRATION AND ENFORCEMENT
127.11 SEVERABILITY
127.12 EFFECTIVE DATE

Section 1. Administration

127.01 FINDINGS AND PURPOSE

The City of Brooklyn Park makes the following legislative findings:

The purpose of this ordinance is to implement the provisions of Minnesota Statutes, chapter 342, which authorizes the city to protect the public health, safety, welfare of the city's residents by regulating cannabis businesses within the legal boundaries of the city.

The city finds and concludes that the proposed provisions are appropriate and lawful land use regulations for the city, that the proposed amendments will promote the community's interest in reasonable stability in zoning for now and in the future, and that the proposed provisions are in the public interest and for the public good.

127.02 DEFINITIONS

The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Applicant. An entity with a license issued by the OCM that is applying for an initial registration or for registration renewal.

The Act. Minnesota Statutes, Chapter 342, as is may be amended from time to time.

Cannabis Business. has the same meaning as defined in Minnesota Statutes, section 342.01.

Cannabis Retailer. A business with a cannabis retailer license or cannabis retail endorsement from OCM.

Lower-Potency Hemp Edible Retailer. A business with a lower-potency hemp edible retailer license from the OCM.

Retailer. Every business that is licensed under the Act and required to register with the City under Minnesota Statutes, section 342.22. Including cannabis businesses and lower-potency hemp edible retailers.

OCM. The Minnesota Office of Cannabis Management ("OCM").

Potential Licensee. An entity that has not received a license from the OCM and is seeking a pre-license certification.

127.03 PRE-LICENSE CERTIFICATION OF CANNABIS BUSINESSES

(A) The City Manager, or their designee, is authorized to certify whether a proposed Cannabis Business complies with the city's zoning ordinances, this Chapter, and if applicable, with state fire code and building code pursuant to Minnesota Statutes, section 342.13.

(B) Potential licensees are responsible for obtaining all necessary zoning approvals prior to the City receiving the request for certification from the OCM. If a potential licensee fails to obtain necessary zoning approvals prior to the City receiving a request for certification, the City will inform the OCM that the potential licensee does not meet zoning and land use laws. If, at the time the City receives a request for zoning certification, there are no further intended alterations to the building where the business is to be conducted, the City will also certify compliance with building and fire code regulations, provided that the potential licensee has obtained inspections prior the City's receipt of a request for certification from the OCM. Building and fire code inspections will be valid for 1 year from completion.

127.04 RETAILER REGISTRATION

(A) *Retail Registration Required*. Before making retail sales to customers or patients, a Retailer must register with the city. Making retail sales to customers or patients without an active registration is prohibited.

(B) *Civil Penalties for Sales Without Registration.* Subject to Minn. Stat. 342.22, subd. 5(e) the city may impose a civil penalty, as specified in the city's fee schedule, for making a sale to a customer or patient without a valid registration from the city and a valid license from the OCM.

(C) *Processing Registrations*.

(1) Applications will be processed on a first-come, first-served basis based on the city receiving a complete application and payment of all fees.

(2) The date a certification under Section 127.03 is issued will have no impact on the applicant's registration processing.

(3) Once an application is considered complete, the City shall inform the applicant as such, process the application fees, and forward the application for approval or denial.

(D) *Cannabis Retail Registration Limits.*

(1) There is no limit to the total number of retail registrations issued by the city.

(E) *Lower-Potency Hemp Edible Retailer Registration Limits*

(1) The city will issue a maximum of fifteen (15) registrations to lower-potency hemp edible retailers in each City Council district as established in City Code, section 10.20. No more than forty-five lower-potency hemp edible retailer registrations will be allowed in the city.
(2) The city will not issue a lower-potency hemp edible retailer a registration if the proposed location is within 300 feet of a school. The distance is measured from entry door to entry door.
(3) Location must comply with Brooklyn Park City Code Chapter 152.609.1 and 152.707.1
(4) On-site consumption of lower-potency hemp edibles is permitted at all locations licensed for on-sale liquor pursuant to Minnesota Statutes, chapter 340A. Lower potency retailers do not count against the cap in E1 above.
(5) Except for lower-potency hemp edibles that are intended to be consumed as a beverage and are being sold at an exclusive liquor store, all lower-potency hemp edibles must be sold from behind a counter and stored in a locked case.

(F) *Application*. The applicant must submit a registration application or renewal form provided by the city. The form may be amended from time to time by the City Manager, but must include or be accompanied by:

(1) Name, address, phone number and email of the property owner

(2) Name, address, phone number and email of the applicant

(3) Address and parcel ID for the property for which the registration is sought

(4) Certification that the applicant complies with the requirements of licensing Chapter 127 and zoning Chapter 152

(5) Any additional information the city deems necessary

(6) *Fee Required*. At the time of initial application, and prior to the city's consideration of any renewal application, each Retailer must pay, as established in the city's fee schedule, the following fees:

(a) At the time of initial registration:
i. An initial registration fee. The initial registration fee will pay for the costs of registration and the cost of the first year of operation.
ii. The renewal fee for the second year of operation.

(b) At the time of the first annual renewal (prior to the second year of operation), no fee will be due.

(c) At the time of the second annual renewal, and each year thereafter, the renewal fee must be paid prior to the city issuing any renewal registration.

(d) Initial registration fees and renewal registration fees are nonrefundable.

(7) Proof of taxes, assessments, utility charges or other financial claims of the city of the state are current.

(8) A copy of a valid state license or written notice of OCM license preapproval.

(9) Any additional information required by this chapter or the OCM *Preliminary Compliance Check*. Prior to issuing any retail registration, the city shall conduct a preliminary compliance check to ensure compliance with this chapter and any other regulations established pursuant to Minnesota Statutes, section 342.13.

(G) *Reasons for Denial*. The city shall not issue a registration or renewal if any of the following conditions are true:

(1) The applicant has not submitted a complete application.
(2) The applicant does not comply with the requirements of this chapter.
(3) The applicant does not comply with applicable zoning and land use regulations.
(4) The applicant is found to not comply with the requirements of the Act or this chapter at the preliminary compliance check.
(5) The applicant does not have a valid license from the OCM.

(H) I*ssuing the Registration or Renewal.* The city shall issue the registration or renewal if the Retailer meets the requirements of this article, including that none of the reasons for denial in Section 127.04 (H) are true.

(I) *Nontransferable.* A registration is not transferable to another person or entity.

127.05 REGISTRATION ENFORCEMENT.

(A) *Generally.* The City may impose a fine or suspend a registration under this chapter on a finding that the registered business has failed to comply with the requirements of this Chapter or any applicable statute or regulation.

(B) *Notice and Right to Hearing*. Prior to imposing a fine or suspending any registration any registration under this chapter, the City shall provide the registered business with written notice of the alleged violations and inform the registered business of his or her right to a hearing on the alleged violation.

(1) Notice shall be delivered in person or by regular mail to the address of the registered business and shall inform the registered business of its right to a hearing. The notice will indicate that a response must be submitted within ten (10) business days of the date of the notice, or the right to a hearing will be waived.

(2) The registered business will be given an opportunity for a hearing before the city's Hearing Officer before final action to fine or suspend a registration. Provided, the registered business has submitted a written application for appeal within 10 business days after the notice was served. The Hearing Officer shall give due regard to the frequency and seriousness of the violations, the ease with which such violations could have been cured or avoided and good faith efforts to comply and shall issue a decision to fine or suspend the registration only upon written findings. The decision of the Hearing Officer shall be final. Appeals of any decision made by the Hearing Officer must be filed in the district court for the city in which the alleged violation occurred.

(C) *Emergency.* If, in the discretion of the City Manager or designee, a registered business poses an imminent threat to the health or safety of the public, the City may immediately suspend the registration and provide notice of the right to hold a subsequent hearing as prescribed in part (2) of this section.

(D) *Reinstatement.* The City may reinstate a registration if it determines that the violations have been resolved. The City shall reinstate a registration if the OCM determines the violations have been resolved.

127.06 COMPLIANCE CHECKS

The city shall complete at minimum one compliance check per calendar year of every registered business to assess if the business meets age verification requirements, as required under Minn. Stat. 342.22 Subd. 4(b) and Minn. Stat. 342.24 and any applicable cannabis or hemp regulations adopted by the city.

The city shall conduct at minimum of at least one unannounced age verification compliance check per calendar year. Age verification compliance checks shall involve persons at least 17 years of age but under the age of 21 who, with the prior written consent of a parent or guardian if the person is under the age of 18, attempt to purchase adult-use cannabis flower, adult-use cannabis products, lower-potency hemp edibles, or hemp-derived consumer products under the direct supervision of a law enforcement officer or an employee of the city.

Any failures under this section are a basis for enforcement action and must be reported to the OCM.

127.07 HOURS OF OPERATION. Cannabis Retailers prohibited from making retail sales of cannabis, cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products between the hours of 2:00am and 8:00am Monday-Saturday; and 2:00am-10:00am Sunday.

127.08 TEMPORARY CANNABIS EVENTS

Temporary cannabis events must obtain a permit and meet the requirements of City Code, sections 152.345 and 152.905.

127.10 PENALTIES ADMINISTRATION AND ENFORCEMENT

Any violation of the provisions of this Chapter or failure to comply with any of its requirements constitutes a misdemeanor and is punishable as defined by law. Each day each violation continues or exists, constitutes a separate offense. Violations of this ordinance can occur regardless of whether or not a permit is required for a regulated activity listed in this ordinance. Violations of this Chapter may also be addressed under City Code Chapter 37 - Administrative Penalties.

Violation of this Chapter shall be grounds for enforcement against any business license issued by the City of Brooklyn Park.

127.11 SEVERABILITY

If any section, clause, provision, or portion of this chapter is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this chapter shall not be affected thereby

127.12 EFFECTIVE DATE.

This ordinance shall take effect following its passage and publication in accordance with state law.

SECTION 2.

152.107 DEFINITIONS.

Cannabis Cultivation Business. A business with a cannabis cultivator license, medical cannabis cultivator license, or cultivation endorsement from the State of Minnesota Office of Cannabis Management.

Cannabis Delivery Business. A business with a cannabis delivery service license or delivery service endorsement from the State of Minnesota Office of Cannabis Management.

Cannabis Event Organizer. A business with a cannabis event organizer license or event organization endorsement from the State of Minnesota Office of Cannabis Management.

Cannabis Manufacturing Business. A business with a cannabis manufacturer license, or manufacturing endorsement from the State of Minnesota Office of Cannabis Management.

Cannabis Retailer. A business with a cannabis retailer license, medical cannabis retailer license, lower-potency hemp edible retailer license, or retail endorsement from the State of Minnesota Office of Cannabis Management.

Cannabis Testing Business. A business with a cannabis testing facility license or testing endorsement from the State of Minnesota Office of Cannabis Management.

Cannabis Transportation Business. A business with a cannabis transporter license or transportation endorsement from the State of Minnesota Office of Cannabis Management. Cannabis wholesaling business. A business with a cannabis wholesaler license or wholesaling endorsement from the State of Minnesota Office of Cannabis Management.

Cannabis Oriented Business. Any cannabis business governed by and defined in Minn. Stat. Chapter 342 as amended from time to time.

Cannabis Product. Any of the following: cannabis concentrate; a product infused with cannabinoids, including but not limited to tetrahydrocannabinol, extracted or derived from cannabis plants or cannabis flower; or any other product that contains cannabis concentrate. Cannabis product includes adult-use cannabis products, including but not limited to edible cannabis products and medical cannabinoid products. Cannabis product does not include cannabis flower, artificially derived cannabinoid, lower-potency hemp edibles, hemp-derived consumer products, or hemp-derived topical products.

Cannabis Flower. The harvested flower, bud, leaves, and stems of a cannabis plant. Cannabis flower includes adult-use cannabis flower and medical cannabis flower. Cannabis flower does not include cannabis seed, hemp plant parts, or hemp-derived consumer products.

Cannabis Plant. All parts of the plant of the genus Cannabis that is growing or has not been harvested and has a delta-9 tetrahydrocannabinol concentration of more than 0.3 percent on a dry weight basis.

Cannabis Retailer. Any person, partnership, firm, corporation, or association, foreign or domestic, selling cannabis product to a consumer and not for the purpose of resale in any form.

Cultivation. Any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis plants, cannabis flower, hemp plants, or hemp plant parts.

Hemp Business. Either of the following licensed under this chapter: (1) lower-potency hemp edible manufacturer; or (2) lower-potency hemp edible retailer. Hemp business does not include a person or entity licensed under chapter 18K to grow industrial hemp for commercial or research purposes or to process industrial hemp for commercial purposes.

Hemp Plant. All parts of the plant of the genus Cannabis that is growing or has not been harvested and has a delta-9 tetrahydrocannabinol concentration of no more than 0.3 percent on a dry weight basis.

Lower Potency Hemp Edible Retailer. A business with a lower-potency hemp edible retailer license from the Office of Cannabis Management.

Lower Potency Hemp Edible Manufacturer. A business with a lower-potency hemp edible manufacturer license from the Office of Cannabis Management.

Medical Cannabis Business. An entity licensed by the OCM to engage in one or more of the following:(1) the cultivation of cannabis plants for medical cannabis flower; (2) the manufacture of medical cannabinoid products; and (3) the retail sale of medical cannabis flower and medical cannabinoid products.

Office of Cannabis Management. Minnesota Office of Cannabis Management, referred to as "OCM" in this ordinance.

Park Attraction. A facility or location within a public park that is regularly used by minors, including but not limited to a playground or athletic field.

Retail Registration. An approved registration issued by the City of Brooklyn Park to a cannabis retail business.

School. A public school as defined under Minn. Stat. 120A.05 or a nonpublic school that must meet the reporting requirements under Minn. Stat. 120A.24.

152.609 NONRESIDENTIAL DISTRICT LAND USE USES

Figure 152.609.1

Use	B-1	B-2	B-3	B-4	BP	I	PI	OP
Cannabis Oriented Business								
Cannabis Retailer	P	P	P	P	P	P	NP	NP
Medical Cannabis Retailer	P	P	P	P	P	P	NP	NP
Cannabis Delivery Service	P	P	P	P	P	P	NP	NP
Lower Potency Hemp Retailer	P	P	P	P	P	P	NP	NP
Cannabis Cultivator	NP	NP	NP	P	P	P	NP	NP
Medical Cannabis Cultivator	NP	NP	NP	P	P	P	NP	NP

Cannabis Event Organizer	P	P	P	P	P	P	NP	NP
Cannabis Manufacturer	NP	NP	NP	P	P	P	NP	NP
Medical Cannabis Manufacturer	NP	NP	NP	P	P	P	NP	NP
Lower-Potency Hemp Manufacturer	NP	NP	NP	P	P	P	NP	NP
Cannabis Testing	NP	NP	NP	P	P	P	NP	NP
Cannabis Wholesaler	NP	NP	NP	P	P	P	NP	NP
Cannabis Transporter	NP	NP	NP	P	P	P	NP	NP
Medical Cannabis Combination Business	NP	NP	NP	P	P	P	NP	NP

152.707 MIXED USE DISTRICT LAND USES

Figure 152.707.1

Use	LW	NMU	MU	TOD-C	TOD-E	TOD-G(L)	TOD-G(M)	TOD-G(H)
Cannabis Oriented Business								
Cannabis Retailer	P	P	P	P	P	NP	NP	P
Medical Cannabis Retailer	P	P	P	P	P	NP	NP	P
Cannabis Delivery Service	P	P	P	P	P	NP	NP	P
Lower Potency Hemp Retailer	P	P	P	P	P	NP	NP	P
Cannabis Cultivator	NP	NP	NP	NP	P	NP	NP	NP
Medical Cannabis Cultivator	NP	NP	NP	NP	P	NP	NP	NP
Cannabis Event Organizer	P	P	P	P	P	NP	NP	P
Cannabis Manufacturer	NP	NP	NP	NP	P	NP	NP	NP
Medical Cannabis Manufacturer	NP	NP	NP	NP	P	NP	NP	NP
Lower-Potency Hemp Manufacturer	NP	NP	NP	NP	P	NP	NP	NP
Cannabis Testing	NP	NP	NP	NP	P	NP	NP	NP
Cannabis Wholesaler	NP	NP	NP	NP	P	NP	NP	NP
Cannabis Transporter	NP	NP	NP	NP	P	NP	NP	NP
Medical Cannabis Combination Business	NP	NP	NP	NP	P	NP	NP	NP

152.903 NONRESIDENTIAL PERFORMANCE STANDARDS, PRINCIPAL USES

(A) Cannabis Oriented Business.

(1) *Registration*. No individual or entity may operate a cannabis retail business within the City of Brooklyn Park without first registering with the Brooklyn Park Rental and Business Licensing Division per regulations outlined in Chapter 127 of the Brooklyn Park City Code of Ordinances.

(2) *Buffer Requirements*.

(a) Registration must not be granted within 300 feet of any school, daycare facility that serves minors, or park attraction. The measurement must be made from the entrance of each building or tenancy and not from the

property lines, except park features which will be measured from closest boundary of the park feature.

(b) Registration must not be granted within 300 feet of another registered Cannabis Oriented Business. The measurement must be made from the entrance of each building or tenancy and not from the property lines.

(c) The buffers established in this section will be established on the date the city receives the request from the OCM for certification pursuant to city code section 127.03.

(d) Nothing in this section shall prohibit a cannabis business from continuing to operate at the same location if a school, day care, or park feature establishes within the buffer.

(3) *Cultivation*. The cultivation of all cannabis must only occur within the principal structure. Outdoor commercial cultivation of cannabis is prohibited.

(4) *Lighting*.

(a) Structures used for cultivation shall screen interior lighting so that no light escapes the structure between sunset and sunrise.

(b) Any security lighting shall be downcast and shielded in such a manner as to prevent light from spilling outside the boundaries of the parcel.

(5) *Odor Control*. A cannabis business must maintain a ventilation and filtration system sufficient to meet the requirements for odor control established by state administrative rules.

(6) *Security.*

(a) Cannabis oriented businesses must implement sufficient security measures to deter and prevent the unauthorized entrance into areas containing cannabis or cannabis products, and to deter and prevent the theft of cannabis or cannabis products at the business. Except as may otherwise be determined by the City, these security measures shall include compliance with all regulations established by the OCM.

(b) Every cannabis-oriented business shall provide adequate security on the premises, including lighting and alarms, to ensure the safety of persons and to protect the premises from theft. Each cannabis-oriented business shall prepare and submit a security plan for review and approval by the City Manager, which approval or denial will be based upon the security standards required by the OCM. Said plans shall remain updated and secured on file in the protective custody of the City in accordance with Chapter 127 of the Brooklyn Park City Code. The information provided

for purposes of this section shall be maintained by the City as confidential information and shall not be disclosed as public records unless pursuant to subpoena issued by a court of competent jurisdiction.

(c) Cannabis or cannabis products shall not be stored outside at any time.

(d) A cannabis business shall notify the City Manager within twenty-four (24) hours after discovering any of the following: Significant discrepancies identified during inventory; Diversion, theft, loss, or any criminal activity involving the cannabis business or any agent or employee of the cannabis business; or The loss or unauthorized alteration of records related to cannabis, registering qualifying patients, primary caregivers, or employees or agents of the cannabis business.

§152.905 TEMPORARY AND SEASONAL NONRESIDENTIAL PERFORMANCE STANDARDS

(A) *Cannabis Events*.

(1) Cannabis events are required to obtain a special event permit. A detailed security plan is required as part of the application, in addition to all requirements established in Code Section 152.312.

(2) Cannabis events are limited to four days per event.

(3) Cannabis events shall not grant access to any person under the legal age of consumption.

(4) Consumption of cannabis shall not be allowed outside the confined area containing the event.

(5) Consumption of alcohol or tobacco shall not be allowed at the cannabis event.

_____
HOLLIES J. WINSTON, MAYOR

ATTEST:

_____
DEVIN MONTERO, CITY CLERK

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