

REGULAR CITY COUNCIL MEETING – AGENDA #21

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

I. ORGANIZATIONAL BUSINESS

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

2. PUBLIC COMMENT AND RESPONSE 6:00 p.m. Provides an opportunity for the public to address the Council on items which are not on the agenda. Public Comment will be limited to 15 minutes (*if no one is in attendance for Public Comment, the regular meeting may begin*), and it may not be used to make personal attacks, to air personality grievances, to make political endorsements or for political campaign purposes. Individuals should limit their comments to three minutes. Council Members will not enter into a dialogue with residents. Questions from the Council will be for clarification only. Public Comment will not be used as a time for problem solving or reacting to the comments made, but rather for hearing the residents for informational purposes only.

2A. RESPONSE TO PRIOR PUBLIC COMMENT

2B. PUBLIC COMMENT

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

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

3B.1 Presentation of Police Department Community Awards

3B.2 Commissioner Plaque Presentation

3B.3 Mayor Winston's Proclamation of June 1 – June 30, 2025, as "Pride Month" in the City of Brooklyn Park Pride Month Proclamation and Action

A. PROCLAMATION

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 Resolution Relating to Proposed Project and Call a Public Hearing to Issue Conduit Revenue Bonds to Host Approval for the Issuance of Conduit Revenue Bonds by the City of Coon Rapids, Minnesota for the Benefit of Athos Leadership Academy and Its Affiliated Building Company

A. RESOLUTION

4.2 Accept 2024 Annual Report on Deer Hunt and Authorize Metro Bowhunters Resource Base to Conduct 2025 Deer Management Program

A. RESOLUTION

B. 2024 DEER HUNT RESULTS

C. 2011-2024 DEER HUNT RESULTS

D. 2015-2024 DEER/VEHICLE INCIDENT REPORT

E. 2025 DEER HUNT ZONES

F. 2025 AERIAL DEER SURVEY

4.3 Authorize Agreements for Card Access and Cameras, Weapons Detection System and Audio/Visual Equipment for Zanewood Recreation Center

A. RESOLUTION

B. PRO-TEC PROPOSAL

C. IDENTISYS PROPOSAL

D. BLUUM PROPOSAL

- 4.4 FIRST READING of Property Maintenance and Adoption of the 2018 International Property Maintenance Code (IPMC) Ordinance Amendment
 - A. ORDINANCE
- 4.5 Approve Change Order 1 for CIP 4014 109th Avenue Reconstruction
 - A. RESOLUTION
 - B. CHANGE ORDER
- 4.6 Approve Subordinate Funding Agreement 1 To Master Funding Agreement for Metro Blue Line Extension Light Rail Transit Project
 - A. RESOLUTION
 - B. SUBORDINATE FUNDING AGREEMENT 1
 - C. MASTER FUNDING AGREEMENT
- 4.7 Park Commons Drive Through Variance – Development Case 2025-108 for a Variance to the Zoning Code to Permit a Drive Through Between the Principal Structure and a Right of Way
 - A. RESOLUTION – FINDINGS OF FACT
 - B. LOCATION MAP
 - C. APPLICANT’S NARRATIVE
 - D. PLANS
- 4.8 DEV25-109 (SotaShine) Site Plan Review and Conditional Use Permit (CUP) Applications
 - A. DRAFT SITE PLAN REVIEW RESOLUTION
 - B. DRAFT CUP RESOLUTION
 - C. LOCATION MAP
 - D. PC MINUTES
 - E. PLAN SET
- 4.9 Approve Cooperative Construction Agreement for Rush Creek Regional Trail Underpass at CSAH 103 Project, CIP 4056-25
 - A. RESOLUTION
 - B. PROJECT LAYOUT
- 4.10 Accept Bids and Award Contract for Rush Creek Regional Trail Underpass at CSAH 103 Project, CIP 4056-25
 - A. RESOLUTION
 - B. PROJECT LAYOUT

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 Public Hearing 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

6. LAND USE ACTIONS

None.

7. GENERAL ACTION ITEMS

None.

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:	May 27, 2025
Agenda Section:	Public Presentations/ Proclamations/Receipt of General Communications	Originating Department:	Police
Resolution:	N/A	Prepared By:	Stephanie Heiberger, Administrative Assistant
Ordinance:	N/A		
Attachments:	N/A	Presented By:	Chief Mark Bruley
Item:	Presentation of Police Department Community Awards		

City Manager's Proposed Action:

Police Department Community Awards recognizing Kate Janka and Tiffany Adams.

Overview:

Those who live in, work in, and spend time in the City of Brooklyn Park play essential roles in helping the Police Department address crime and livability in the community. For a number of years, the Police Department has recognized these community members in award ceremonies.

The purpose of this agenda item is to publicly recognize Kate Janka and Tiffany Adams for their actions on June 11, 2024.

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:	3B.2	Meeting Date:	May 27, 2025
Agenda Section:	Public Presentations/ Proclamations/Receipt of General Communications	Originating Department:	Administration
Resolution:	N/A	Prepared By:	Katrina Doshier, Program Assistant
Ordinance:	N/A		
Attachments:	N/A	Presented By:	Mayor Hollies Winston
Item:	Commissioner Plaque Presentation		

City Manager's Proposed Action:

Recognize outgoing Commissioners for their years of service on the commissions.

Overview:

The purpose of this agenda item is to publicly recognize and thank outgoing commissioners for their contributions to the City of Brooklyn Park.

On November 11, 1996, the City Council adopted a policy for recognition of outgoing members to city boards and commissions. Under the policy, commissioners who serve at least three years on a commission receive a plaque, while commissioners who serve less than that receive a certificate or letter.

Plaques will be mailed to the commissioners who are unable to attend tonight's meeting.

Commissioners being recognized:

Name	Boards/Commissions	Years of Service
Akeem Adenji	Budget Advisory Commission	4-1-19 to 4-1-25

(Not attending City Council Meeting. Please read names.)

Patrick Chittester	Community Long-Range Improvement Commission	4-1-22 to 4-1-25
Dwain Erickson	Recreation and Parks Advisory Commission	4-1-18 to 4-1-25

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:	3B.3	Meeting Date:	May 27, 2025
Agenda Section:	Public Presentations/ Proclamations/Receipt of General Communications	Originating Department:	Administration
Resolution:	N/A	Prepared By:	Devin Montero, City Clerk
Ordinance:	N/A		
Attachments:	1	Presented By:	Mayor Hollies Winston
Item:	Mayor Winston's Proclamation of June 1 – June 30, 2025, as "Pride Month" in the City of Brooklyn Park		

City Manager's Proposed Action:

The Mayor Hollies Winston shall proclaim June 1 – June 30, 2025, as "Pride Month" by one of the following:

1. "I, Hollies Winston, Mayor of the city of Brooklyn Park, Minnesota do hereby proclaim June 1 – June 30, 2025, to be "Pride Month" in the city of Brooklyn Park.

OR

2. By reading the proclamation.

MOTION _____, SECOND _____ TO DIRECT CITY STAFF TO FLY THE PRIDE FLAG IN FRONT OF CITY HALL DURING THE MONTH OF JUNE IN RECOGNITION AND CELEBRATION OF LGBTQ+ PRIDE MONTH.

Overview:

Pride Month is observed annually from June 1 to June 30 as a time to honor the LGBTQ+ community, to commemorate the Stonewall Uprising of June 1969, and advocate for equal justice and opportunity for all LGBTQ+ Americans. The tradition of federal recognition began in 1999 when President Bill Clinton proclaimed June as Gay and Lesbian Pride Month. In 2009, President Barack Obama expanded the observance to include the broader LGBTQ+ community, officially designating June as Lesbian, Gay, Bisexual, and Transgender Pride Month.

Since then, Pride Month has been celebrated nationwide with festivals, art exhibitions, conferences, community events, and more. June serves as a tribute to the brave individuals who stood up against harassment and discrimination at the Stonewall Inn in New York City, sparking the Stonewall Uprising—a pivotal moment that ignited the modern LGBTQ+ civil rights movement.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments:

3B.3A PROCLAMATION

PROCLAMATION

PROCLAIMING THE MONTH OF JUNE 2025, AS PRIDE MONTH IN THE CITY OF BROOKLYN PARK, MINNESOTA

WHEREAS, the City of Brooklyn Park recognizes and celebrates the rich diversity of its community, including members of the lesbian, gay, bisexual, transgender, queer, intersex, asexual, and other sexual and gender minority (LGBTQ+) communities; and

WHEREAS, Minnesota's population is made up of 4.1 percent LGBT+ according to LGBT Demographic Data Interactive; and

WHEREAS, more than 135,000 employed in Minnesota identify as LGBT+ according to LGBT Demographic Data Interactive; and

WHEREAS, the city of Brooklyn Park vehemently denounces all hate and oppression; and

WHEREAS, more than 50 years ago, in June 1969, a courageous group of LGBTQ+ individuals—including Black trans activist Marsha P. Johnson—stood up against police brutality and harassment during a raid at the Stonewall Inn in New York City. This act of resistance ignited the Stonewall Uprising, a pivotal moment that galvanized the modern LGBTQ+ civil rights movement and continues to inspire the ongoing fight for equality, dignity, and justice; and

WHEREAS, in 1999, President Bill Clinton issued a proclamation designating June as Gay and Lesbian Pride Month; and

WHEREAS, in 2009, President Barack Obama expanded the observance by proclaiming June as Lesbian, Gay, Bisexual, and Transgender (LGBT) Pride Month; and

WHEREAS, Brooklyn Park strives to be a United Community that understands and celebrates our unique cultures; and

WHEREAS, the city works to increase equity that empowers residents and neighborhoods to prosper.

NOW, THEREFORE, I, Hollies Winston, on behalf of the City Council, city staff, residents, and the community at-large, do hereby proclaim June as Pride Month in Brooklyn Park to recognize and celebrate the many contributions, diverse cultures, and extensive histories of the LGBTQ+ community.



5200 85th Avenue North
Brooklyn Park, MN 55443

Hollies Winston, Mayor

City of Brooklyn Park Request for Council Action

Agenda Item:	4.1	Meeting Date:	May 27, 2025
Agenda Section:	Consent	Originating Department:	Finance
Resolution:	X	Prepared By:	Molly Lopez, Assistant Finance Director
Ordinance:	N/A		
Attachments:	1	Presented By:	LaTonia Green, CFO/Finance Director Sofia Lykke, Kutak Rock, LLP
Item:	Resolution Relating to Proposed Project and Call a Public Hearing to Issue Conduit Revenue Bonds to Host Approval for the Issuance of Conduit Revenue Bonds by the City of Coon Rapids, Minnesota for the Benefit of Athos Leadership Academy and Its Affiliated Building Company		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2025-_____ CALLING FOR A PUBLIC HEARING ON JUNE 23, 2025 TO ISSUE CONDUIT REVENUE BONDS OR PROVIDE HOST APPROVAL FOR THE ISSUANCE OF CHARTER SCHOOL LEASE REVENUE REFUNDING BONDS FOR THE ATHLOS LEADERSHIP ACADEMY PROJECT.

Overview:

The City has received a request from Athos Leadership Academy ("Athos") and its affiliated building company, Spartan Innovation Building Corporation (the "Borrower"), each of which is a Minnesota nonprofit corporation and a 501(c)(3) organization, regarding a proposed project and to either issue the conduit revenue bonds or grant host approval for the issuance of conduit revenue bonds (the "Bonds") by the City of Coon Rapids, Minnesota or the "Issuer" or "Coon Rapids", in an aggregate principal amount currently anticipated not to exceed \$26,000,000, pursuant to Minnesota Statutes, Sections 469.152 through 469.1655, as amended (the "Act"). The proceeds of the Bonds will be used by loaned by the Issuer or to the Borrower and applied by the Borrower to the following purposes: (i) the redemption and prepayment of the outstanding Charter School Lease Revenue Bonds (Athlos Leadership Academy Project), Series 2015A, issued by the City on December 29, 2015 in the original aggregate principal amount of \$25,565,000, of which \$22,430,000 is outstanding and is subject to optional redemption on July 1, 2025, and thereby refinance the acquisition of property located at 101000 Noble Parkway North in the City, including a school building thereon (the "School Facilities"); (ii) the financing of deferred maintenance and improvements to the School Facilities; (iii) the funding of a debt service reserve fund, if necessary; (iv) the financing of capitalized interest, if necessary; and (v) the payment of costs of issuing the Bonds, if necessary (the "Project"). Either Pursuant to the Act, before the City may issue the Bonds, the City must submit an application to the Commissioner of the Minnesota Department of Employment and Economic Development ("DEED") following a public hearing on the Project, preceded by publication of a notice of public hearing in a newspaper of general circulation in the City not less than 14 days nor more than 30 days prior to the date fixed for the hearing, and the Commissioner of DEED must approve the Project or because this refinancing involves facilities located in the City, the City must conduct a public hearing, preceded by notice published at least 7 days prior to the public hearing with respect to the proposed issuance of Bonds by Coon Rapids and grant host approval for the issuance of the Bonds.

The required public hearing is proposed to be scheduled for June 23, 2025, on or after 6:00 p.m. Following the public hearing, the City Council will be asked to consider a resolution either approving the issuance of the Bonds to finance the Project or granting host approval.

The City's Conduit Debt policy provides for a fee of 0.5 percent of the issuance amount to be paid to the City upon closing the financing, plus an annual fee of 0.10% on the outstanding principal amount of the Bonds. Upon adoption of the resolution establishing the date for the public hearing, the staff of the City will determine the anticipated amount of either the host or City fee payable at closing and report the amount to the City Council in the Request for Council Action prepared in connection with either the bond issuance approval or host approval.

Sofia Lykke of Kutak Rock, bond counsel in connection with this conduit bond transaction confirms that this issuance will not impact the City's debt capacity, the Bonds will not constitute a general or moral obligation of the City, and will not be secured by the taxing powers of the City or any assets or property of the City. Either the issuance of the Bonds will count towards the City's ability to issue bank qualified obligations for the City projects, which is limited to \$10 million each calendar year. If the aggregate amount of Bonds issued by the City for the Athlos Leadership Academy Project, plus any other tax-exempt bonds or other obligations issued by the City for any City projects ("City Bonds") exceeds \$10 million in calendar year 2025, the City will not be able to issue the City Bonds as bank qualified, which could result in increased interest costs to the City or the actions requested from the City Council will not adversely impact the City's ability to issue bank qualified obligations for City projects.

The request to Council is for approval to either issue the bonds or to serve as the host for Coon Rapids. This will provide staff the flexibility to publish the public hearing notice appropriately, as there is a timing discrepancy between when such notices must be posted and when Council meetings are held. While both options are being requested for flexibility, only one will ultimately be published.

Sofia Lykke will be available to answer any questions that may arise.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues:

The City's Conduit Debt policy provides for a fee of 0.5% of the issuance amount to be paid to the City upon closing the financing.

Attachments:

4.1A RESOLUTION

RESOLUTION #2025-

CITY OF BROOKLYN PARK, MINNESOTA

RESOLUTION CALLING FOR A PUBLIC HEARING TO ISSUE CONDUIT
REVENUE BONDS OR PROVIDE HOST APPROVAL FOR THE ISSUANCE OF
CHARTER SCHOOL LEASE REVENUE REFUNDING BONDS FOR THE
ATHLOS LEADERSHIP ACADEMY PROJECT

WHEREAS, Minnesota Statutes, Sections 469.152 through 469.1655, as amended, relating to municipal industrial development (the "Act"), gives municipalities the power to issue revenue obligations for the purpose of promoting the welfare of the state by the active attraction and encouragement and development of economically sound industry and commerce to prevent so far as possible the emergence of blighted and marginal lands and areas of chronic unemployment; and

WHEREAS, the City has received a proposal from Athos Leadership Academy, a Minnesota nonprofit corporation and 501(c)(3) organization and an operating public charter school (the "School"), and the School's affiliated building company, Spartan Innovation Building Corporation, a Minnesota nonprofit corporation and a 501(c)(3) organization (the "Borrower"), that the City or the City of Coon Rapids, Minnesota (the "Issuer" or "Coon Rapids" issue one or more series of conduit revenue bonds in an aggregate principal amount currently anticipated not to exceed \$26,000,000 (the "Bonds") pursuant to the Act and loan the proceeds thereof to the Borrower. The Borrower will apply such proceeds to the following purposes: (i) the redemption and prepayment of the outstanding Charter School Lease Revenue Bonds (Athlos Leadership Academy Project), Series 2015A, issued by the City on December 29, 2015 in the original aggregate principal amount of \$25,565,000, of which \$22,430,000 is outstanding and is subject to optional redemption on July 1, 2025, and thereby refinance the acquisition of property located at 101000 Noble Parkway North in the City, including a school building thereon (the "School Facilities"); (ii) the financing of deferred maintenance and improvements to the School Facilities; (iii) the funding of a debt service reserve fund, if necessary; (iv) the financing of capitalized interest, if necessary; and (v) the payment of costs of issuing the Bonds, if necessary (the "Project"); and

WHEREAS, the School Facilities are owned by the Borrower and leased to and operated by the School as a public charter school for kindergarten through grade; and

WHEREAS, pursuant to Section 469.154, subdivision 3, of the Act, no municipality shall undertake any project authorized under the Act unless its governing body finds that the project furthers the purposes stated in Section 469.152, nor until the Commissioner of the Minnesota Department of Employment and Economic Development ("DEED") has approved the project, on the basis of preliminary information the Commissioner requires, as tending to further the purposes and policies of the Act; and

WHEREAS, pursuant to Section 469.154, subdivision 4, of the Act, prior to submitting an application to DEED for approval of the Project, the City Council of the City (the "Council") must conduct a public hearing on the proposal to undertake and finance the Project; and

WHEREAS, a notice of such public hearing must be published at least once not less than 14 days, nor more than 30 days, prior to the date fixed for the public hearing in the official newspaper of the City and in a newspaper of general circulation in the City and such notice must state the time and place of the public hearing, the general nature of the Project, and an estimate of the principal amount of the Bonds to be issued to finance the Project; and

WHEREAS, such notice must state that a draft copy of the proposed application to DEED, together with all attachments and exhibits, will be available for public inspection following the publication of the notice and must specify the place and times where and when it will be so available; and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986 (the "Code"), and regulations promulgated thereunder, require that prior to the issuance of the Bonds, the City Council approve the bonds after conducting a public hearing thereon preceded by publication of a notice of public hearing (in the form required by Section 147(f) of the Code and applicable regulations), in one or more ways, including in a newspaper of general circulation available to the residents of the City at least seven (7) calendar days prior to the public hearing date.]

[WHEREAS, the City has been advised that a public hearing following reasonable public notice and City Council host approval of the Project is required under Section 147(f) of the Internal Revenue Code of 1986 (the "Code"), and Treasury Regulations promulgated thereunder, because the facilities to be financed by the Bonds are located in the City; and

WHEREAS, reasonable public notice is notice that is given no fewer than seven (7) days before the public hearing, in the form and manner required by Section 147(f) of the Code and applicable regulations, including by publication in a newspaper of general circulation available to residents of the City.

WHEREAS, to allow for flexibility due to timing conflicts, staff is requesting authorization to publish public hearing notices for both issuing the bonds and hosting the bond issuance on behalf of Athlos Leadership Academy, with the understanding that only one of the authorizations will be used.

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

A public hearing on the proposal of the Borrower and the School will be held at the time and place set forth in the Notice of Public Hearing.

City of Brooklyn Park Request for Council Action

Agenda Item:	4.2	Meeting Date:	May 27, 2025
Agenda Section:	Consent	Originating Department:	Recreation and Parks
Resolution:	X	Prepared By:	Brad Tullberg, Director of Recreation and Parks
Ordinance:	N/A		
Attachments:	6	Presented By:	Brad Tullberg
Item:	Accept 2024 Annual Report on Deer Hunt and Authorize Metro Bowhunters Resource Base to Conduct 2025 Deer Management Program		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2025-_____ TO ACCEPT THE 2024 DEER HUNT RESULTS AND AUTHORIZE THE DIRECTOR OF RECREATION AND PARKS TO ENTER INTO AN AGREEMENT WITH THE METRO BOWHUNTERS RESOURCE BASE TO CONDUCT THE 2025 DEER MANAGEMENT PROGRAM.

Overview:

The Deer Management Plan identifies the numbers of deer within a range that the natural habitat can support effectively in the Brooklyn Park community. The plan recommends 15 to 20 deer per square mile which translates to 45 to 60 deer in the northern portion of the city, 15 to 20 deer along the Mississippi River south of Highway 610, and 15 to 20 in the Palmer Lake Nature Area. Since 2011, the City Council has supported a Deer Management Program consisting of a controlled archery deer hunt.

The Recreation and Parks Department works in partnership with the Three Rivers Park District and a consortium of seven suburban communities to conduct an annual aerial survey. This survey provides a snapshot of the deer population within the Brooklyn Park community.

AERIAL SURVEY YEAR	AERIAL DEER COUNT
2021	No count
2022	114
2023	179
2024	No count
2025	141

The City has contracted with the Metro Bowhunters Resource Base (MBRB) to conduct the controlled deer hunt. The MBRB coordinates and manages the hunter's application process, which includes a criminal background check and hunter orientation and skill evaluation. The controlled archery deer hunt occurs in the fall of each year. Here are the number of deer harvested each year from the past five years:

YEAR	DEER HARVESTED
2020	24
2021	15
2022	9
2023	14
2024	18

Summary of 2024 Deer Hunt:

The first deer hunt period was held October 7, 8 & 9th. A total of four adult does, two adult bucks and one fawn doe were harvested during the first hunt. The second hunt was conducted October 28, 29 and 30th. One adult doe, and three bucks were harvested during the second hunt session. The final hunt was conducted November 11, 12 and 13th. A total of five does and two bucks were harvested in the final hunt session.

Proposed 2025 Hunt locations to include:

Zone #1 – Northwoods Park
 Zone #5 – Palmer Lake
 Zone #10 – Greenhaven Park
 Zone #11 – Brookdale Park Open Space (Palmer Lake)

These properties are owned by either the City of Brooklyn Park or Three Rivers Park District. Due to construction, it has been decided not to conduct the hunt at the Environmental Nature Area and Mississippi Gateway Regional Park. Staff plan to resume hunting in this area in 2026.

Proposed 2025 Hunt Dates:

- October 6, 7 & 8
- October 27, 28 & 29
- November 10, 11 & 12

One indicator of controlling the deer population in an urban/suburban area is the reduction of deer related car accidents. Here is a look at the past five-year history of vehicle / deer accidents:

YEAR	CAR / DEER ACCIDENTS
2020	41
2021	28
2022	46
2023	36
2024	66

Primary Issues/Alternatives to Consider:

Staff is recommending that the city continue to work in partnership with Three Rivers Park District to conduct the annual flyover, when possible, and based on aerial survey results, authorize the Director of Recreation and Parks to enter into a contract with the Metro Bowhunters Resource Base (MBRB) to conduct the 2024 hunt, as the city has done since implementing the Deer Management Program in 2011.

Budgetary/Fiscal Issues:

The only cost incurred is for the shared cost for the aerial survey flyover (approximately \$650) and the signs needed to mark the hunt areas and dates of the hunt for the public. The contractor, MBRB, does not charge for their services. There is a minimal charge for certificates of insurance that the City provides to MBRB in the event they obtain access to private property.

Attachments:

- 4.2A RESOLUTION
- 4.2B 2024 DEER HUNT RESULTS
- 4.2C 2011-2024 DEER HUNT RESULTS
- 4.2D 2015-2024 DEER/VEHICLE INCIDENT REPORT
- 4.2E 2025 DEER HUNT ZONES
- 4.2F 2025 AERIAL DEER SURVEY

RESOLUTION #2025-

RESOLUTION TO ACCEPT THE 2024 DEER HUNT RESULTS AND AUTHORIZE THE DIRECTOR OF RECREATION AND PARKS TO ENTER INTO AN AGREEMENT WITH THE METRO BOWHUNTERS RESOURCE BASE TO CONDUCT THE 2025 DEER MANAGEMENT PROGRAM

WHEREAS, the City Council approved a Deer Management Plan in 2011, which identifies the number of deer within a range that the natural habitat can support effectively in the Brooklyn Park community; and

WHEREAS, the Recreation and Parks Department works in partnership with Three Rivers Park District and a consortium of seven suburban communities to conduct an annual aerial survey to determine the approximate deer population within the city of Brooklyn Park; and

WHEREAS, the Deer Management Plan recommends 15 to 20 deer per square mile, which translates to 45 to 60 deer in the northern portion of the city, 15 to 20 deer along the Mississippi River south of Highway 610, and 15 to 20 in the Palmer Lake Nature Area; and

WHEREAS, an annual aerial survey was not conducted in 2024, however, the 2025 aerial survey found that the deer population in Brooklyn Park to be 141 deer; and

WHEREAS, the 2024 hunt resulted in a total of 26 deer harvested; and

WHEREAS, a public safety benefit to controlling the deer population in an urban/suburban area is the reduction of deer related car accidents; and

WHEREAS, the Metro Bowhunters Resource Base (MBRB) coordinates and manages the hunter's application process including criminal background check, hunter orientation and archery skill proficiency evaluation and does not charge for their services.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park to accept the 2024 Deer Hunt Results and authorize the Director of Recreation and Parks to enter into an agreement with the Metro Bowhunters Resource Base to conduct the 2025 Deer Management Program.

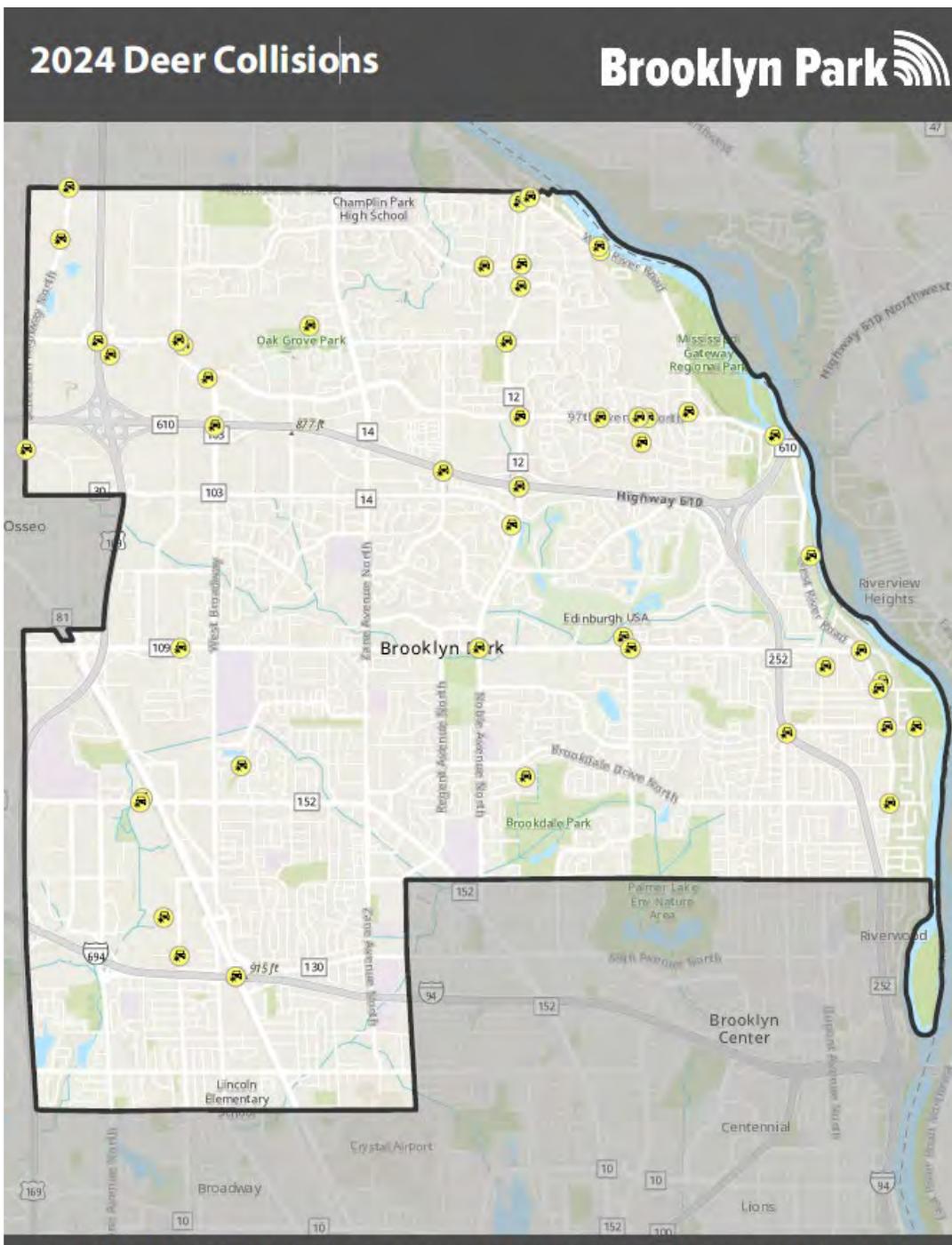
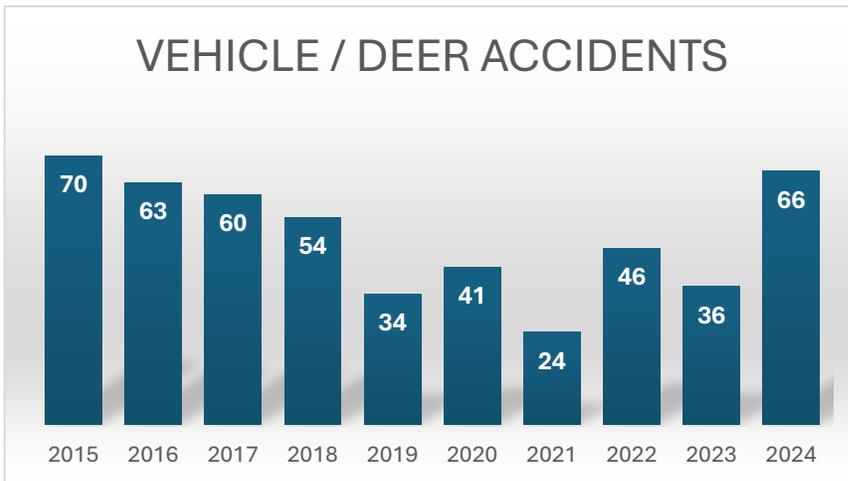
2024 BROOKLYN PARK DEER REMOVAL HUNT RESULTS

ZONES	PERIOD 1 OCT 7 - 9		PERIOD 2 OCT 28 - 30		PERIOD 3 NOV 11 - 13		TOTAL ALL HUNT DATES		TOTAL DEER
	ANTERLESS	ADULT BUCKS	ANTERLESS	ADULT BUCKS	ANTERLESS	ADULT BUCKS	ANTERLESS	ADULT BUCKS	
ZONE 1 - NORTHWOODS	2	0	0	0	0	0	2	0	2
ZONE 5 - PALMER LAKE	2	0	1	2	1	1	4	3	7
ZONE 10 - GREENHAVEN	0	1	0	1	3	1	3	3	6
ZONE 11 - BROOKDALE	1	1	0	0	1	0	2	1	3
TOTAL DEER	7		4		7		11	7	18

2011 - 2024 Brooklyn Park Deer Removal Hunt Results

ZONES	2011		2012		2013		2014		2015		2016		2017		2018		2019		2020		2021		2022		2023		2024		2011 - 2024 Hunt Results		TOTAL DEER
	ANTERLESS	ADULT BUCKS	ANTERLESS	ADULT BUCKS																											
ZONE 1	1	1	0	0	1	0	1	1	1	0	1	1	1	0	0	0	1	1	1	0	1	0	1	0	1	1	2	0	13	5	18
ZONE 2	2	2	0	0	1	3	1	1	0	1	0	2	1	0	2	1	1	0	1	0	NO HUNT						9	10	19		
ZONE 3	24	5	8	6	6	0	2	0	5	2	9	2	5	2	5	2	4	3	3	2	NO HUNT						71	24	95		
ZONE 4	15	0	15	6	11	1	2	1	2	2	8	1	1	2	1	0	4	1	3	0	NO HUNT						62	14	76		
ZONE 5	14	6	6	4	14	1	11	3	5	2	6	2	3	1	2	1	0	1	2	0	3	1	1	0	3	2	4	3	74	27	101
ZONE 6			4	2					0	0	NO HUNT																4	2	6		
ZONE 7			0	2	1	0	1	1	0	0	NO HUNT																2	3	5		
ZONE 8			5	3	3	1	3	1	6	1			2	0	1	0	2	0	2	2	1	1	1	1					26	10	36
ZONE 9					3	2	2	1	0	1							0	1	NO HUNT						5	5	10				
ZONE 10															3	2	2	2	2	0	4	2	2	0	5	0	3	3	21	9	30
ZONE 11																	3	3	2	0	2	0	2	1	2	0	2	1	11	5	16
TOTAL DEER	70		61		48		32		28		32		18		20		23		24		15		9		14		18	298	114	412	

- ZONE 1 NORTHWOODS PARK
- ZONE 2 RUSH CREEK TRAIL 102nd & REGENT
- ZONE 3 ENVIRONMENTAL PARK
- ZONE 4 COON RAPIDS DAM
- ZONE 5 PALMER LAKE PARK
- ZONE 6 WOODS AT 103rd & WINNETKA (NOW DEVELOPED)
- ZONE 7 RUSH CREEK TRAIL 101st & 169
- ZONE 8 BANFILL ISLAND
- ZONE 9 JEWELL PARK (Dropped too close to homes)
- ZONE 10 GREENHAVEN PARK

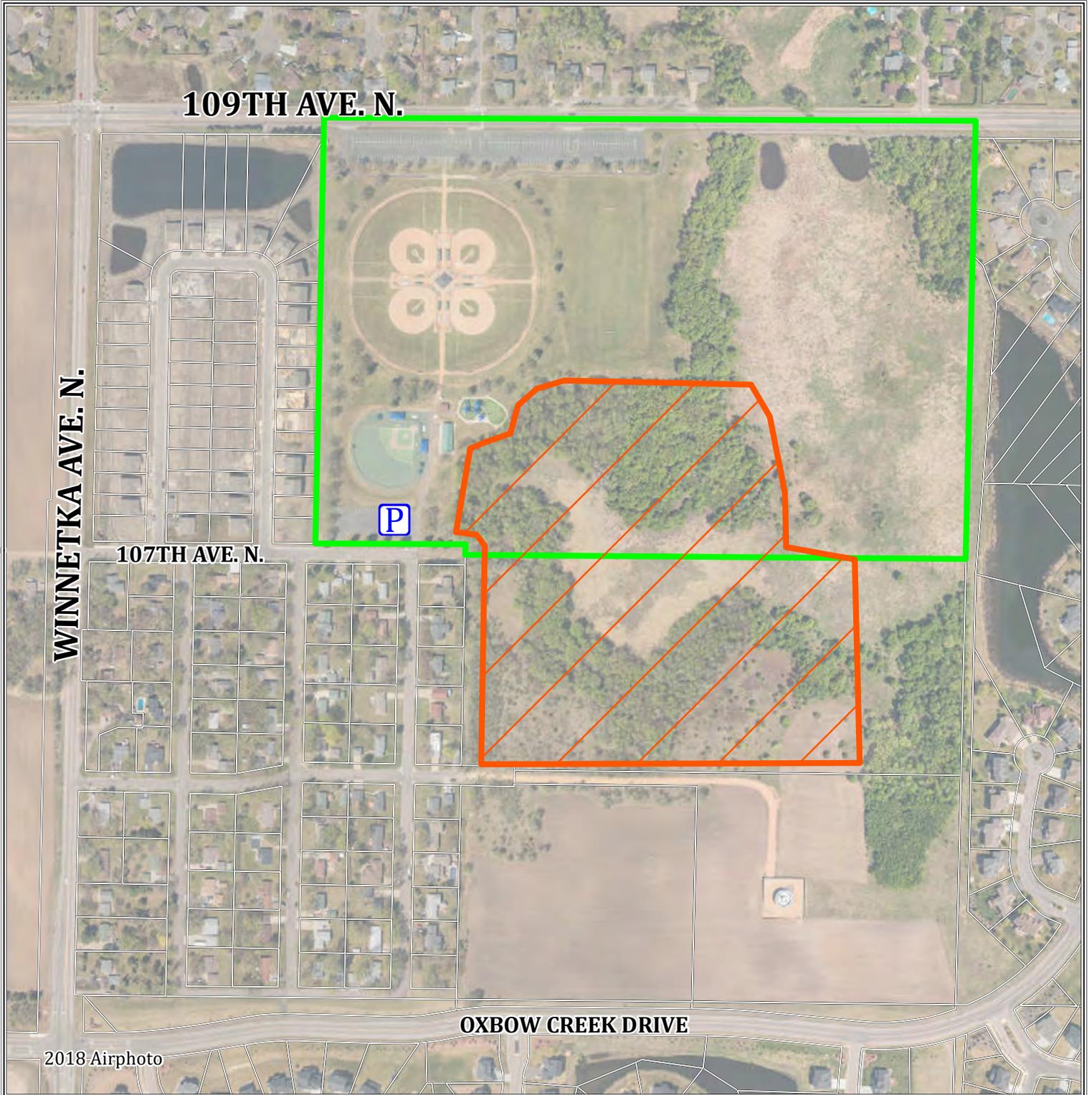
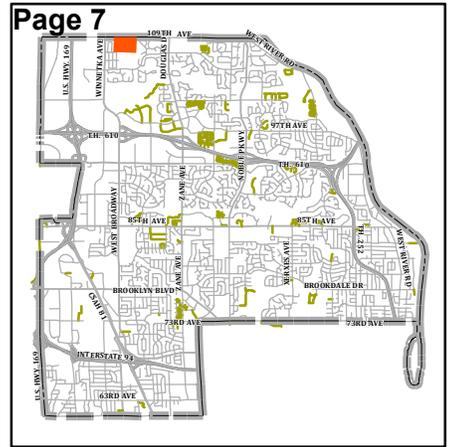
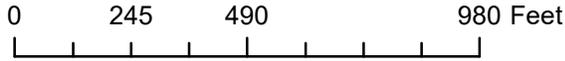


Northwoods Park Zone 1

 Designated Parking

 Hunting Zones

 Park Boundary



Palmer Lake Nature Area

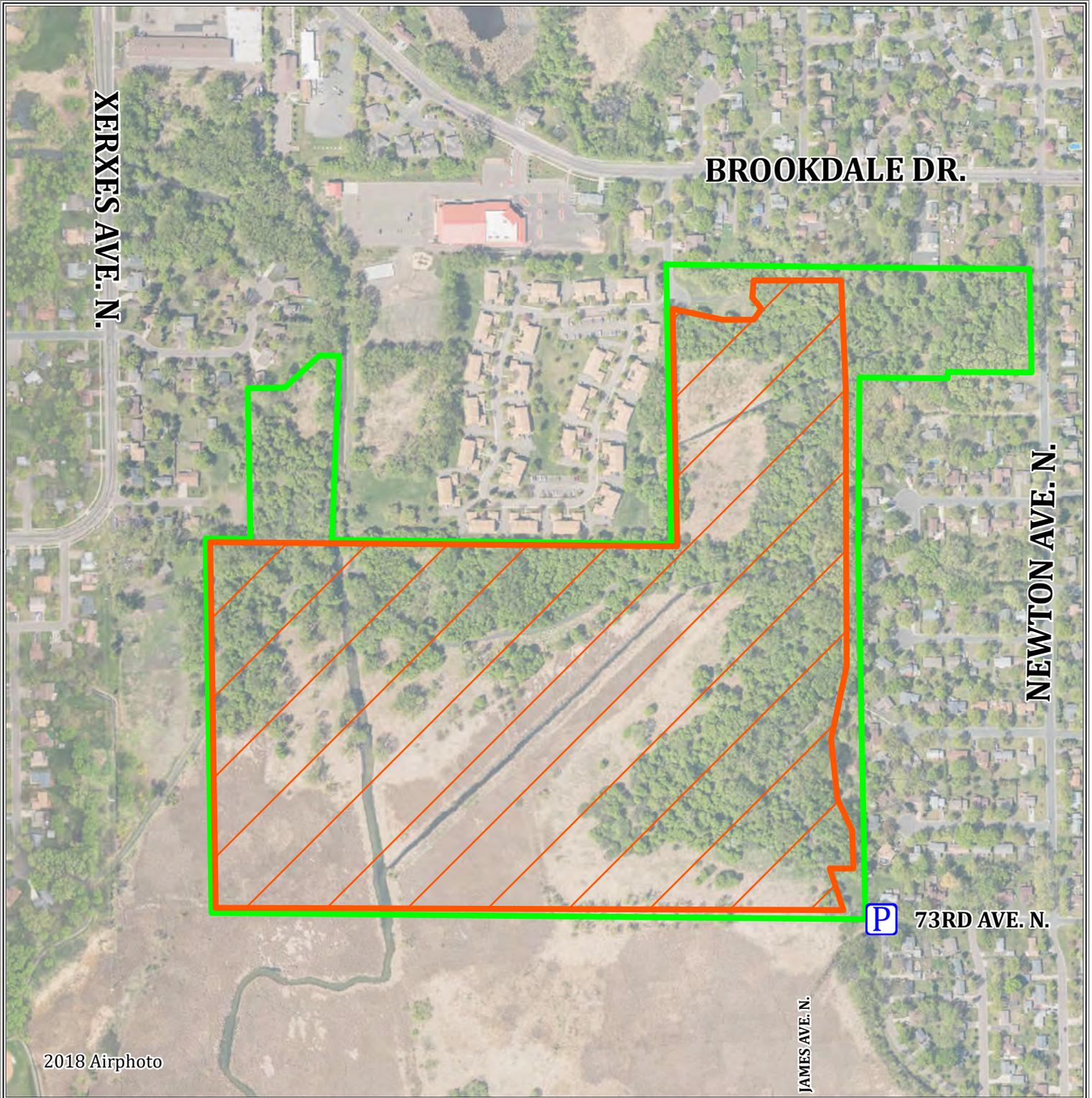
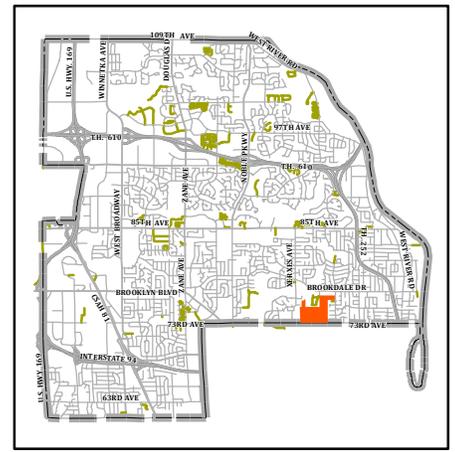
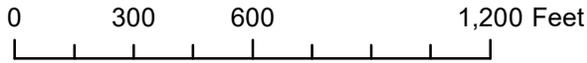
Zone 5



 Designated Parking

 Hunting Zones

 Park Boundary



2018 Airphoto

Brookdale Park

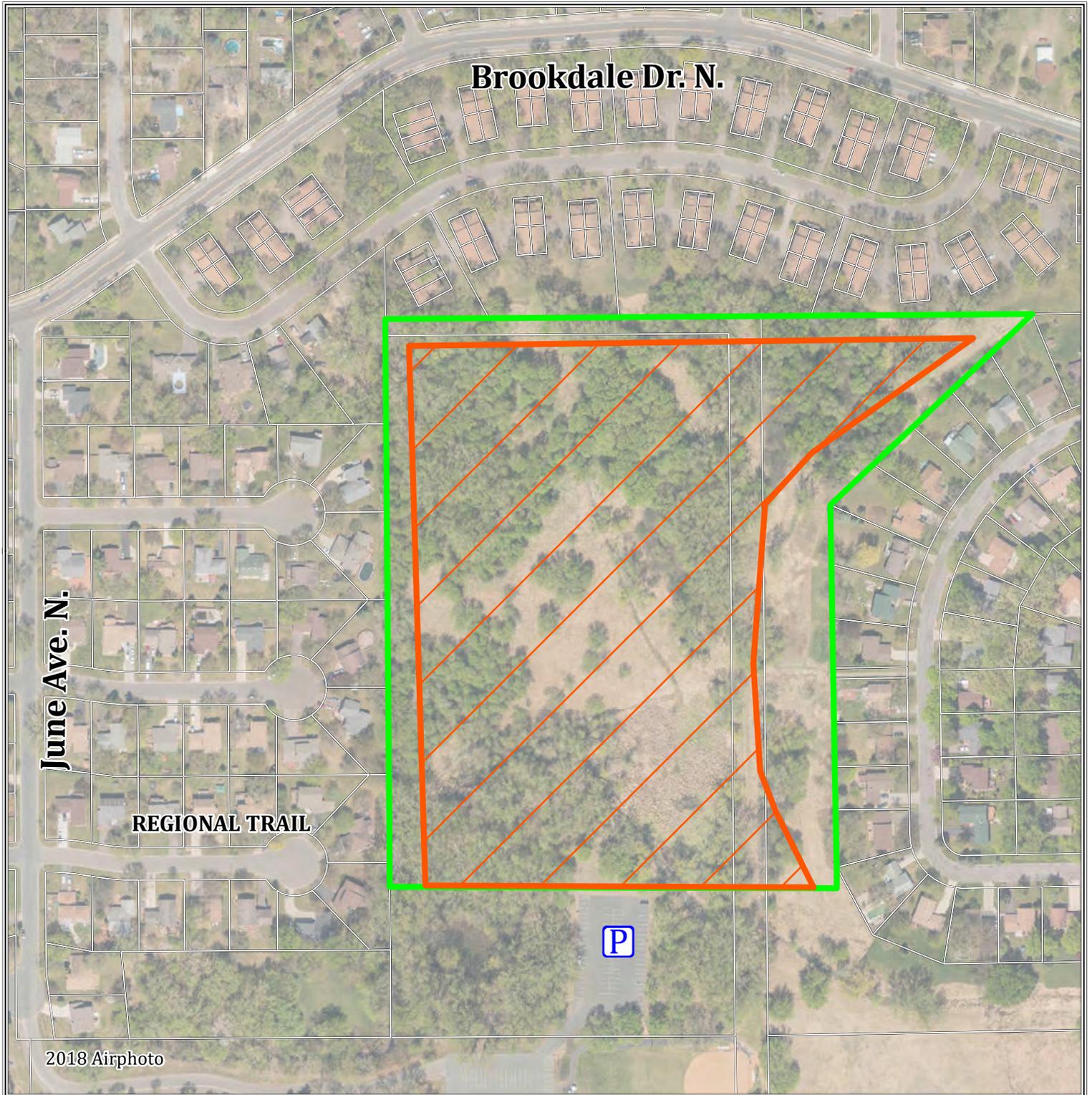
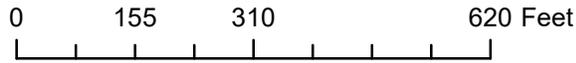
Zone 11



 Designated Parking

 Hunting Zones

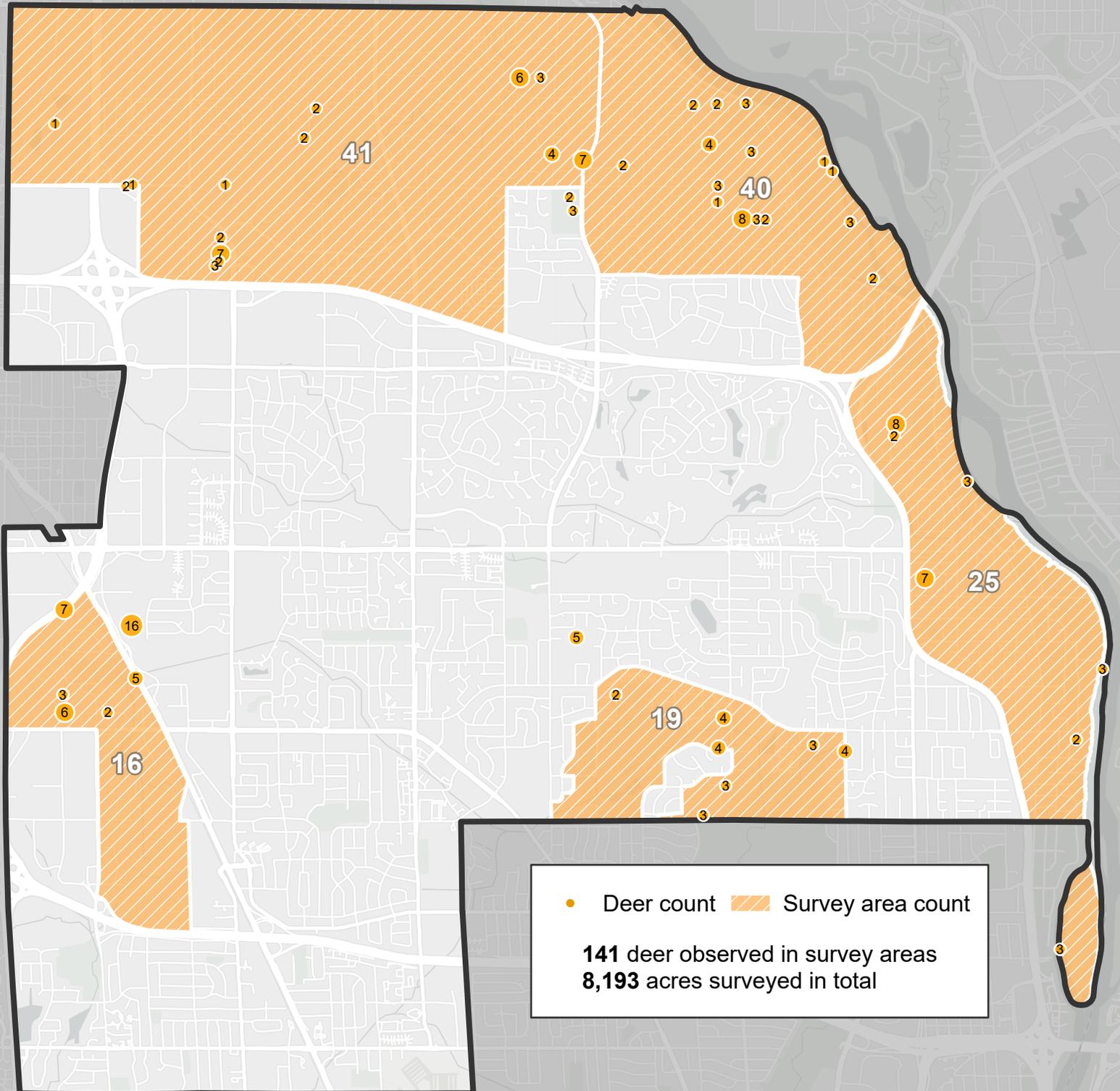
 Park Boundary



2018 Airphoto

Three Rivers Park District Aerial Deer Survey 2025 Observations

4.2F 2025 AERIAL DEER SURVEY
Page 8



City of Brooklyn Park Request for Council Action

Agenda Item:	4.3	Meeting Date:	May 27, 2025
Agenda Section:	Consent	Originating Department:	Recreation and Parks
Resolution:	X	Prepared By:	Brad Tullberg, Director of Recreation and Parks
Ordinance:	N/A		
Attachments:	4	Presented By:	Brad Tullberg
Item:	Authorize Agreements for Card Access and Cameras, Weapons Detection System and Audio/Visual Equipment for Zanewood Recreation Center		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2025-_____ TO APPROVE AGREEMENT WITH PRO-TEC DESIGN TO PROVIDE AND INSTALL CARD ACCESS AND CAMERA SYSTEM AT ZANEWOOD RECREATION CENTER.

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2025-_____ TO APPROVE AGREEMENT WITH IDENTISYS INC. TO PROVIDE AND INSTALL WEAPONS DETECTION SYSTEM AT ZANEWOOD RECREATION CENTER

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2025-_____ TO APPROVE AGREEMENT WITH BLUUM TO PROVIDE AND INSTALL AUDIO / VIDEO EQUIPMENT AT ZANEWOOD RECREATION CENTER

Overview:

On September 23, 2024, the City Council approved the contract for the expansion and renovation of the Zanewood Recreation Center to Donlar Construction not to exceed the amount of \$9,800,000. Through value engineering the final contract with Donlar Construction was reduced to \$9,702,890. As part of the bid process, the project bid included a \$339,000.00 allowance to provide and install card access and security cameras, weapons detection system, and Audio / Video components.

Pro-Tec has provided pricing in the amount of \$185,259.16 per the Electronic Premises Security Systems State Purchasing Contract S-813(5) to provide all materials, shipping, and labor for the installation of the card access system and security cameras for the project. Pro-Tec Design is State Contract #184435.

IdentiSys Incorporated provided pricing in the amount of \$63,548.75 to include the shipping, hardware, installation and staff training for the weapons detection system at the new entrance to the Zanewood Recreation Center.

Bluum Technology provided pricing in the amount of \$39,820.73 to include shipping, equipment, installation and training for the Audio/Visual components in the new and renovated spaces of Zanewood Recreation Center.

Staff have determined it is financially beneficial for the City of Brooklyn Park to contract directly with these vendors to save approximately \$20,000.00 on state sales tax. If approved, the City of Brooklyn will contract directly with these vendors and Donlar Construction will issue a deduct change order in the amount of \$339,000.00 for the project from the initial contract amount.

Primary Issues/Alternatives to Consider:

- Recreation & Parks staff recommend approval of these agreements as presented.
- Each proposal meets the prevailing wage ordinance requirements for the City of Brooklyn Park

Budgetary/Fiscal Issues:

- Funding for the expansion and renovation of the Zanewood Recreation Center is included in the \$26,000,000.00 Park Bond Referendum passed in November 2018.

Attachments:

- 4.3A RESOLUTION
- 4.3B PRO-TEC PROPOSAL
- 4.3C IDENTISYS PROPOSAL
- 4.3D BLUUM PROPOSAL

RESOLUTION #2025-

RESOLUTION AUTHORIZE AGREEMENTS FOR CARD ACCESS AND CAMERAS, WEAPONS DETECTION SYSTEM AND AUDIO/VISUAL EQUIPMENT FOR ZANEWOOD RECREATION CENTER

WHEREAS, the On September 23, 2024, the City Council approved the contract for the expansion and renovation of the Zanewood Recreation Center to Donlar Construction not to exceed the amount of \$9,800,000 and through value engineering the final contract amount was reduced to \$9,702,890; and

WHEREAS, the project bid included a \$339,000 allowance to provide and install card access and security cameras, weapons detection system, and Audio / Video components; and

WHEREAS, Pro-Tec has provided pricing in the amount of \$185,259.16 per the Electronic Premises Security Systems State Purchasing Contract S-813(5) to provide all materials, shipping, and labor for the installation of the card access system and security cameras for the project; and

WHEREAS, IdentiSys Incorporated provided pricing in the amount of \$63,548.75 to include the shipping, hardware, installation and staff training for the weapons detection system at the new entrance to the Zanewood Recreation Center; and

WHEREAS, Bluum Technology provided pricing in the amount of \$39,820.73 to include shipping, equipment, installation and training for the Audio/Visual components in the new and renovated spaces of Zanewood Recreation Center; and

WHEREAS, staff have determined it is beneficial for the City of Brooklyn Park to contract directly with these vendors to save approximately \$20,000 on state sales tax; and

WHEREAS, the City of Brooklyn will contract directly with these vendors and Donlar Construction will issue a deduct change order in the amount of \$339,000 for the project from the initial contract amount; and

WHEREAS, each proposal meets the prevailing wage ordinance requirements for the City of Brooklyn Park; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park to Authorize Agreements for Card Access and Cameras, Weapons Detection System and Audio/Visual Equipment for Zanewood Recreation Center.

Revenue	Expenditures	Capital Outlay
2025	2025	2025
Proposed	Proposed	Proposed

General Fund

General property taxes	64,130,917
Other taxes	1,075,066
Special assessments	79,300
Business licenses	922,364
Permits	2,282,575
Federal grants	5,250
State grants	1,459,902
Other grants	135,420
Charges for services	2,315,451
Fines and forfeitures	281,500
Investment Income	999,272
Other revenue	40,088
Transfers In	565,261
Use of fund balance	<u>732,320</u>
Total General Fund Revenues	<u>\$75,024,686</u>

Revenue	Expenditures	Capital Outlay
2025	2025	2025
Proposed	Proposed	Proposed

Salaries	42,146,789	
Benefits	14,831,782	
Supplies	1,840,759	
Professional services	835,788	
Contractual services	3,068,392	
Communications	459,694	
Utilities	274,503	
Cost of sales	8,530	
Conferences and schools	617,145	
Dues and subscriptions	203,933	
Other charges	903,126	
Contingency	280,486	
Central garage	4,019,455	
Central buildings	2,289,533	
Information technology charges	3,260,893	
Loss control charges	800,001	
Transfers Out	1,014,064	
General Fund Charges	(1,985,787)	
Capital Outlay		<u>155,600</u>
Total General Fund Expenditures	<u>\$74,869,086</u>	<u>\$155,600</u>

	Revenue Proposed	Expenditures Proposed	Capital Outlay Proposed
<u>Special Revenue Funds</u>			
Brookland Golf Park	373,750	338,750	35,000
Cable Grant	62,863	62,863	
Community Development Block Grant	267,500	267,500	
Coronavirus Relief Federal Grants			
Donations	50,000	50,000	
Grant Funds	2,083,833	2,083,833	
Ice Arena Fund	1,059,378	1,059,378	
Police Special Funds	100,214	100,214	
Total Special Revenue Funds	<u>3,997,538</u>	<u>3,962,538</u>	<u>35,000</u>
<u>Debt Service Funds</u>	<u>3,403,023</u>	<u>3,232,591</u>	
<u>Capital Projects Fund</u>			
Construction Fund	23,570,261	715,333	20,605,000
Franchise Fee	9,015,811	9,015,811	
Heritage Infrastructure	3,977,725	2,129,325	1,848,400
Municipal Buildings & Additions	42,833,280	374	42,821,500
Open Space Land Acquisition & Development	8,043,448	43,448	7,750,000
Total Capital Projects Fund	<u>87,440,525</u>	<u>11,904,291</u>	<u>73,024,900</u>
<u>Enterprise Funds</u>			
Water Utility	15,528,834	10,895,834	4,633,000
Sanitary Sewer Utility	14,679,517	14,279,517	400,000
Recycling Utility	2,592,335	2,592,335	
Storm Sewer Utility	3,886,605	3,436,605	450,000
Street/Signal Light Utility	2,887,836	1,587,836	1,300,000
Recreation	3,222,808	2,965,511	105,000
Total Enterprise Fund	<u>\$42,797,935</u>	<u>\$35,757,638</u>	<u>\$6,888,000</u>
<u>Internal Service Funds</u>			
Central Building	2,925,971	2,925,971	
Central Garage	9,280,917	3,985,142	5,295,775
Information Technology Services	4,165,472	3,202,672	962,800
Loss Control	4,689,658	4,689,658	
Benefit Accrual	1,131,172	1,131,172	
Total Internal Service Funds	<u>\$22,193,190</u>	<u>\$15,934,615</u>	<u>\$6,258,575</u>
Total All Funds	<u>234,856,897</u>	<u>145,660,759</u>	<u>86,362,075</u>



Proposal

Sold To: City of Brooklyn Park
Keith Ehrlichman
5200 85th Avenue North
Brooklyn Park, MN 55443
United States

Phone: (763) 493-8108
Fax:
Email: keith.ehrlichman@brooklynpark.org

Ship To: City of Brooklyn Park
Keith Ehrlichman
7150 Zane Ave N
Brooklyn Park, MN 55429
United States

Phone: (763) 493-8108
Fax:
Email: keith.ehrlichman@brooklynpark.org

Teen and Youth Center Security

Here is the quote you requested for the cameras and card access at the Teen and Youth Center.

Pricing listed is per Electronic Premises Security Systems State Purchasing Contract S-813(5).

Pro-Tec Design state contract # is 184435

Date	Quote Valid For
02/26/25	30 days

Quote #	Rep	Terms
PTDQ35139-01	Andy Bastyr	Net 30 days

Qty	Description	Unit Price	Ext. Price
CARD ACCESS			
4	DSX-1048 INTELLIGENT CONTROLLER - NONVOLATILE MEMORY - 8 DOOR PACKAGE W/ ONE 1040E ENCLOSURE, FOUR 1042NV CONTROLLERS, ONE 1040CDM COMMUNICATION DISTRIBUTION MODULE & ONE 1040PDP POWER DISTRIBUTION PANEL	\$4,914.00	\$19,656.00
4	LPS 110VAC TO 28V DC5.4A, 150 WATT LPS FOR 24V LOCKS	\$171.60	\$686.40
2	NETWORK INTERFACE 10/100BASE-T AUTO-SENSING 12VDC	\$312.00	\$624.00
30	READER WITH KEYPAD, SIGNO, SINGLE GANG, STANDARD PROFILE, ICLASS, PROX, MOBILE	\$564.88	\$16,946.40
29	REX REQUEST TO EXIT DETECTOR, PIR, SOUNDER, LIGHT GRAY	\$82.08	\$2,380.32
34	DOOR CONTACT, QTY 1, RECESSED, 1 INCH DIAMETER, WIDE GAP	\$18.53	\$630.02
7	TIME DELAY MODULE (TDM), UNIVERSAL 0-99 SECOND, 4-INPUT, 2-OUTPUT. FOR USE INTERFACING TO HANDICAP OPERATORS.	\$113.58	\$795.06
7	RELAY. 24VDC DPDT 10AMP, WITH LED INDICATOR LIGHT	\$17.08	\$119.56
7	BASE, RELAY, DPDT IDEC, DIN MOUNTABLE	\$12.50	\$87.50
7	ENCLOSURE/CABINET 12"W X 12" H X 3"D	\$66.24	\$463.68
8	REWIRE EXISTING CARD READERS TO NEW HEAD END LOCATION		
4,500	CABLE, PLENUM, ALL-IN-ONE COMPOSITE ACCESS CONTROL YELLOW JACKET	\$1.41	\$6,345.00
1,250	READER CABLE, 22/6, PLENUM, STRANDED, SHIELDED	\$0.25	\$312.50
2	CAT6 PATCH CABLE 7FT YELLOW SLIM BOOT	\$4.78	\$9.56
29	POINT OF CONNECTION - LOCKWORK BY OTHERS		
IMPLEMENTATION SERVICES			
1	MISC	\$2,871.33	\$2,871.33
15	STATE CONTRACT - DESIGN SERVICES	\$95.00	\$1,425.00

30	STATE CONTRACT - PROJECT MANAGEMENT	\$102.00	\$3,060.00
36	STATE CONTRACT - INSTALLER, CABLING	\$60.00	\$2,160.00
244	STATE CONTRACT- TECHNICIAN	\$122.00	\$29,768.00
8	STATE CONTRACT - CAD DESIGN SERVICES	\$95.00	\$760.00
	SubTotal		\$89,100.33

INTERIOR CAMERAS FROM ARCHITECTURAL DRAWINGS

23	DOME CAMERA, IP, 1080P, INDOOR, DAY/NIGHT, 3.4-8.9MM VARIFOCAL LENS, LIGHTFINDER 2.0, OPTIMIZED IR, WDR, FORENSIC CAPTURE, VANDAL RESISTANT, AUDIO SUPPORT, DEEP LEARNING ANALYTICS	\$568.71	\$13,080.33
1	2x 2MP MULTI-DIRECTIONAL DOME CAMERA, DEEP LEARNING ANALYTICS, LIGHTFINDER, FORENSIC-WDR, ZIPSTREAM	\$862.41	\$862.41
24	SOFTWARE, XPROTECT EXPERT, DEVICE LICENSE, 1 CHANNEL	\$248.16	\$5,955.84
24	ONE YEAR CARE PLUS FOR XPROTECT EXPERT DEVICE LICENSE	\$44.88	\$1,077.12
5,000	CABLE, CAT6, YELLOW PLENUM	\$0.46	\$2,300.00
25	CAT6 PATCH CABLE 7FT YELLOW SLIM BOOT	\$4.78	\$119.50
2	CAT6 PATCH PANEL 24-PORT, INCLUDES JACKS, 110 STYLE	\$278.45	\$556.90

IMPLEMENTATION SERVICES

1	MISC	\$1,585.55	\$1,585.55
9	STATE CONTRACT - DESIGN SERVICES	\$95.00	\$855.00
18	STATE CONTRACT - PROJECT MANAGEMENT	\$102.00	\$1,836.00
27	STATE CONTRACT - INSTALLER, CABLING	\$60.00	\$1,620.00
140	STATE CONTRACT- TECHNICIAN	\$122.00	\$17,080.00
8	STATE CONTRACT - CAD DESIGN SERVICES	\$95.00	\$760.00
	SubTotal		\$47,688.65

EXTERIOR CAMERAS

8	20 MP (4 LENS X 5MP) MULTIDIRECTIONAL CAMERA 360 IR, REMOTE ZOOM & FOCUS AXIS LIGHTFINDER, WDR, ARTPEC-8 CHIP	\$1,512.11	\$12,096.88
2	BULLET CAMERA, 4K, OUTDOOR NEMA 4X, IP66/67. DAY/NIGHT, FORENSIC WDR, LIGHTFINDER, 4/3" IMAGE SENSOR, BUILT-IN VARIFOCAL 12-48MM CANON LENS	\$1,690.11	\$3,380.22
1	POLE MOUNT FOR INDOOR/OUTDOOR INSTALLATIONS, FOR POLES WITH DIAMETER BETWEEN 100-410MM, INCLUDES 1 PAIR STAINLESS STEEL STRAPS WITH TX30 SCREW INTERFACE	\$88.11	\$88.11
8	AXIS T94N01D PENDANT KIT, FOR AXIS P3719-PLE	\$88.11	\$704.88
4	WALL BRACKET. FOR USE WITH AXIS P55-SERIES, AXIS Q60-SERIES PTZ DOME NETWORK CAMERAS, AXIS P33 SERIES PENDANT KIT, AXIS P33-VE SERIES PENDANT KIT, AXIS 225 PENDANT KIT AND AXIS 216/P3301 PENDANT KIT. INCLUDES MOUNTING PLATE. WHITE.	\$109.50	\$438.00
3	CORNER BRACKET	\$79.21	\$237.63
5	POLE MOUNT 65-165 mm	\$97.01	\$485.05
1	CAT6 PATCH PANEL 24-PORT, INCLUDES JACKS, 110 STYLE	\$278.45	\$278.45
10	ONE YEAR CARE PLUS FOR XPROTECT EXPERT DEVICE LICENSE	\$44.88	\$448.80
10	SOFTWARE, XPROTECT EXPERT, DEVICE LICENSE, 1 CHANNEL	\$248.16	\$2,481.60
2,000	CABLE, CAT6, YELLOW PLENUM	\$0.46	\$920.00
4	GAMECHANGER 22AWG CAT6, OSP (DIRECT BURIAL WITH UV), SHIELDED, BLACK, NETWORK CABLE, SUPPORTS 1 GB AND POE+ UP TO 656FT, AND 10MB AT 850FT. QTY: 1000FT	\$1,367.19	\$5,468.76
6	10GB CAT6A POE SURGE PROTECTOR, 110 BLOCK IN/OUT CONNECTION	\$143.12	\$858.72
10	SURFACE MOUNT BOX, 1-PORT, IVORY, QUICKPORT LEVITON	\$3.48	\$34.80
10	CAT6 QUICKPORT CONNECTOR JACK IVORY, LEVITON	\$11.58	\$115.80
10	CAT6 OUTDOOR RATED PATCH CABLE, 10'	\$18.32	\$183.20

10	CAT6 PATCH CABLE 7FT YELLOW SLIM BOOT	\$4.78	\$47.80
	IMPLEMENTATION SERVICES		
1	MISC	\$1,881.48	\$1,881.48
6	STATE CONTRACT - DESIGN SERVICES	\$95.00	\$570.00
15	STATE CONTRACT - PROJECT MANAGEMENT	\$102.00	\$1,530.00
20	STATE CONTRACT - INSTALLER, CABLING	\$60.00	\$1,200.00
120	STATE CONTRACT- TECHNICIAN	\$122.00	\$14,640.00
4	STATE CONTRACT - CAD DESIGN SERVICES	\$95.00	\$380.00
	SubTotal		\$48,470.18
		Taxes	\$0.00
		Total	\$185,259.16

Statement of Work

Pro-Tech to provide the following scope of work:

Card Access

- Install 29 New Card Access Doors with Readers, Contacts, and REquest to exit detectors.
- Connect to 29 sets of electric locking hardware provided by others.
- Install 1 Card Reader as an Exit Reader on the Link - this door will have an in and out reader.
- Rewire 8 Existing Card Readers back to the IT Room in the new space. Install the hardware to go along with it at the new location.
- Interface with 7 ADA Openers

Interior Cameras

- Install 24 Interior Cameras at the areas provided by the customer
- Pull wire back to the IT room in the new space.
- Connect to customer provided POE Switches

Exerior Cameras

- Install 5 360 Cameras to Light Poles using Gamechanger cabling back to the building and to the IT room.
- Install 1 High REsolution Long Range Camera to the light pole to watch the holding pond area.
- Install 1 High REsolution Long Range Camera to the West side of the building to view vehicles entering the parking lot.
- Install 3 360 Cameras to the exterior corners of the building with coverage of all areas around the building.

Program to the cities Milestone Recorder

Exclusions

- Customer to provide POE Switches for all Cameras
- Customer to provide Network Switches for the DSX Hardware
- Customer to provide conduit to each pole with a camera for the exterior Pole Mounted Cameras.
- Customer to provide all Electric Locking Hardware for the doors with card access.

.....
Thank you again for giving me the opportunity to provide you with this information. If you should need any further clarification or assistance, don't hesitate to contact me! To proceed with the proposal, please sign the Proposal Acceptance portion of the proposal and return to me.

Andrew Bastyr
5929 Baker Road, Suite 400
Minnetonka, MN 55345
Email abastyr@pro-tecdesign.com
Cell 612-384-9036

PROPOSAL ACCEPTANCE

Teen and Youth Center Security

PTDQ35139-01 2/26/2025

City of Brooklyn Park

Keith Ehrlichman
5200 85th Avenue North
Brooklyn Park, MN 55443
United States

City of Brooklyn Park

Printed Name and Title: _____

Signature: _____ Date: _____

PO# / Reference # (optional): _____

Pro-Tec Design, Inc.

Printed Name and Title: _____ *Andy Bastyr* _____

Signature: _____ Date: 2/26/2025

Standard Terms and Conditions

FINANCIAL

1. No provisions of this Proposal/Contract shall serve to void our rights under Mechanics' Lien Laws.
2. We do not accept back charges that have not been previously agreed to by us in writing.
3. Late payments of 60 days or more will bear interest at the standard prevailing commercial rate
4. Unless otherwise specified, you will be billed for 30% of the project total immediately after the receipt of an order. Prompt payment is required to order parts and cover other costs associated with project start-up.
5. Progress billings will be issued monthly and unless specified in a separate contract all payments are due net 30.
6. Nothing in this Proposal/Contract shall be construed to require us to continue performance of work if we do not receive timely payment for properly performed work and suitably stored materials.
7. We retain title to all equipment until installation is complete and all payments due Pro-Tec Design have been paid in full. We reserve the right to retake possession of the same or any part thereof at your cost if default is made by you in any payment. If customer fails to follow the payment schedule(s) above or if Pro-Tec Design anticipates Customer may be unable to perform hereunder, Pro-Tec Design may terminate this contract, defer, discontinue or suspend work, or demand adequate assurance of Customer's performance. If a Customer's account must be placed with an attorney for collection, whether a lawsuit is filed or otherwise, or if the services of an attorney are required to protect Pro-Tec Design's interest, Customer agrees to pay all collection costs, including reasonable attorney's fees.
8. Alterations or modifications of the original quotation or specifications, including changes in quantity, material, design or other features, must be communicated in writing by Customer to Pro-Tec Design and accepted by Pro-Tec Design in writing, it being understood any change may increase prices. Customer shall be liable for an reimburse Pro-Tec Design for any and all work in process at the time of Pro-Tec Design's receipt of notice of changes.
9. Tax Exempt Entities - you are appointing Pro-Tec Design as purchasing agent for materials becoming real property on this project: a) you take title to all materials and supplies at point of delivery b) you are responsible for the risk of loss on all materials and supplies c) you are responsible for all defective materials and supplies including those incorporated into real property d) these requirements apply to the prime contractor and every subcontractor who supplies both

SITE CONDITIONS AND WORK PERFORMANCE

10. We are not responsible for protection of our work in place.
11. We will dispose of debris created by our work into Owner-furnished trash bins or container at the site.
12. You shall furnish and make available to us at the site reasonable storage and parking facilities, and convenient delivery access to our work.
13. You shall provide uncluttered and safe access for us to perform our work. The schedule of any other contractors involved in this project shall be made in consultation with us, and unless otherwise agreed to, shall provide time for us to perform our work on an 8-hour day, 40-hour week basis. This Proposal/Contract does not include provision for our being required to perform overtime work for any reasons unless otherwise stated. An additional charge to the contract shall be made for any mutually agreed upon overtime.
14. We are not responsible for delays or defaults that are occasioned by causes of any kind beyond our control, Including but not limited to delays or defaults of Architects, the Owner, the Contractor, any Subcontractors, other third parties, civil disorders, labor disputes, and Acts of God. We shall be entitled to equitable adjustment for delays caused by any Architect, Engineer, Contractor, or Owner.
15. If any drawings, Illustrations, or descriptive matter are furnished with this Proposal/Contract, they are approximate and submitted only to show the general style, arrangement, and dimensions of equipment offered.
16. All work will be done during standard business hours, Monday through Friday unless otherwise noted.

WARRANTY

17. No liquidated damages will be due.
18. THERE ARE NO WARRANTIES THAT EXTEND BEYOND PRO-TEC DESIGN'S STATED SPECIFICATIONS. PRO-TEC SPECIFICALLY EXCLUDES ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY OF FITNESS, IMPLIED WARRANTY OF DESIGN, AND ALL OTHER IMPLIED WARRANTIES. Customer's sole remedy in any action at law based hereunder (other than an action based on breach of warranty, which warranties are expressly excluded except as set forth herein) shall be limited to the repair or replacement of nonconforming goods or parts, or, at Pro-Tec Design's option, refund of the applicable quote. IN NO EVENT SHALL PRO-TEC DESIGN BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR ECONOMIC DAMAGES OR LOSS, LOST PROFITS OR CONSEQUENTIAL DAMAGES FOR PERSONAL INJURY. CUSTOMER AGREES THAT THIS PROVISION IS CONSCIONABLE.
19. Pro-Tec Design will warranty the labor and materials covered under this quotation for one year from the date of first beneficial use of the system provided the Owner is current in their payments to Pro-Tec Design, Inc. Accounts that are not current shall not receive warranty work until said accounts are made current. Pro-Tec Design will respond during normal business hours Monday through Friday. Weekends, Holidays and after hours warranty support will be billable at standard overtime rates. Warranty does not include replacement or repair of equipment damaged by Misuse, Negligence, Over or Under Voltage, or "Acts of God" such as lightning or other weather related incidents. Warranty only covers the repair or replacement of any parts supplied by Pro-Tec and any labor and travel to and from the site to execute said repairs for one (1) year from the date the Owner has beneficial use of the system. No warranty is extended to not in contract (NIC) equipment. NIC equipment is defined as any equipment not supplied by Pro-Tec or existing equipment that is re-used. The troubleshooting, repair or replacement of NIC equipment will be provided by Pro-Tec at a time and materials basis.
20. Pro-Tec Design is not an insurer of Customer's risks and exposures, Pro-Tec shall not be liable for any failure to perform under this Agreement due to any "Act of God," "Force Majeure," or another cause beyond Pro-Tec Design's control. Pro-Tec Design shall not be liable for any loss or damage caused in whole or in part from negligence, fault, or wrongful act of Customer or of any third persons or parties. Services provided under this Agreement are for the sole benefit of the Customer and no rights are, or may be, conferred on any other party as a third-party beneficiary, by transfer or assignment, or otherwise. Pro-Tec Design's total liability is limited to the contract price; as matter of law, this limitation does not apply to fraud, willful injury, or willful violation of the law.

OTHER

21. This Proposal/Contract, including the provisions printed above and any specifications or other provisions attached hereto, when accepted by you and Pro-Tec Design shall constitute the Contract between us, and all prior representations or agreements not incorporated herein are superseded. Any terms or conditions contained in any Customer proposal/contract/purchase order are expressly rejected and shall not bind Pro-Tec Design or affect or invalidate any terms contained herein. Terms and conditions herein shall not be modified except upon Pro-Tec Design's express written agreement.
22. This Proposal/Contract shall be interpreted and governed by the laws of the State of Minnesota. Any disputes arising out of business conducted hereunder shall be venued in the district court of the State of Minnesota. In case of dispute, the prevailing party shall be awarded reasonable attorney's fees.
23. The design and/or intent of the items listed in this system specification is considered intellectual property and owned by Pro-Tec Design and will not be disclosed to any party other than those intended by Pro-Tec Design. Disclosure of this design/intent will subject the discloser to Consultant Fees equivalent of the above listed design/build quotation.
24. Customer agrees that during the term of this contract and for two years following termination, they will not directly or indirectly solicit for hire nor contract for services any employee who performs services hereunder without Pro-Tec Design's written consent
25. This proposal and any documents associated with it supersede any prior verbal or written information provided.



Full-Service Identification and Security Solutions

Physical Security

Logical Security

Video Surveillance

Photo ID Systems

Tracking Solutions

Visitor Management

Emergency Management Solutions

High Volume Card Issuance Systems

Cards

Supplies

Accessories

Brooklyn Park Zanewood - Evolv Weapons Detection System

Prepared By:

Jennifer Gerster

District Sales Representative

April 28, 2025

IdentiSys Inc.
7630 Commerce Way
Eden Prairie, MN 55344
888.437.9783 Tollfree
952.294.1200 Direct
952.975.0660 Fax

Brooklyn Park Zanewood
5600 85th Avenue N
Brooklyn Park, MN 55443

DATE: April 28, 2025

Dear Marcus,

Thank you for your continued interest in the Evolv Weapons Detection unit and trusting IdentiSys as your integrator. This statement of work covers the equipment, software subscription and install services for a single lane system for your Zanewood Recreation Center project.

Sincerely,

Jennifer Gerster

Jennifer Gerster
District Sales Manager

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PROJECT STATEMENT OF WORK:

Single Lane Concealed Weapon Detection Units with 4 Year (48 Month) Subscription

Per customer request for a single lane concealed weapon detection units inclusive of accessories installation services and a 4-year (48 month) software subscription (renewable before term expiration) that to be installed at the pre-designated entry point, IdentiSys proposes the following:

IdentiSys Inc.
 7630 Commerce Way
 Eden Prairie, MN 55344
 888.437.9783 Tollfree
 952.294.1200 Direct
 952.975.0660 Fax

PROJECT PROPOSAL:

QUOTATION # <u>2025-29042</u>	ISSUANCE DATE: <u>04/24/2025</u>	EXPIRATION DATE: <u>05/24/2025</u>
-------------------------------	----------------------------------	------------------------------------

PREPARED FOR	PREPARED BY
Marcus Hill Brooklyn Park Zanewood 5600 85th Avenue N, Brooklyn Park Minnesota 55443 763-3158444 marcus.hill@brooklynpark.org	Jen Gerster IdentiSys, Inc. 7630 Commerce Way Eden Prairie, MN 55344 651-248-8344 jennifer_gerster@identisys.com

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	Evolv Express Single Lane System Software & Services Subscription, K12	\$ 36,000.0000	\$ 36,000.00
1	Express Operational Test Kit (OTK)	\$ 472.5000	\$ 472.50
1	Evolv Express United States Power Cord, 6 Feet	\$ 0.0000	\$ 0.00
1	DTR Tablet Battery Charger, 6-Slot	\$ 556.2500	\$ 556.25
1	Pull Handle Kit	\$ 337.5000	\$ 337.50
1	Express Gen2 Single Lane Hardware Purchase Education	\$ 65,400.0000	\$ 65,400.00
1	Channel Partner Installer Certification Training, Per Day	\$ 4,375.0000	\$ 4,375.00
1	Freight Charges	\$ 670.0000	\$ 670.00
1	Hardware Discount	\$ -16,262.5000	\$ -16,262.50
1	Software Discount	\$ -4,000.0000	\$ -4,000.00
SUB TOTAL			\$ 87,548.75
GRAND TOTAL			\$ 87,548.75

Comments

Total due for year 1 - 63,548.75 (includes hardware, installation, training and freight)
 Total due for year 2 - 8,000 (software subscription)
 Total due for year 3 - 8,000 (software subscription)
 Total due for year 4 - 8,000 (software subscription)

Notes/Terms:

Licensed by the MN State Department of State #TSC02093
Shipping: FOB shipping point and prepaid
Payment: Total of equipment costs (\$49,137.50), due with a customer purchase order in consideration of mobilization fees.
 Progress billings may apply in 30-day increments. See Progress billing terms listed below.

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Balance due upon completion and signing of Final Acceptance form.

Prices valid for 30 days

<https://legal.evolvtechnology.com/customers>

April 28, 2025

Due to global volatility of equipment and material costs and availability, the pricing in this proposal is valid for 30 days from the date of this proposal. Pricing must be updated prior to purchase if more than 30 days from the date of proposal. Any known material availability issues related to this scope of work will be communicated at time of providing proposal.

Changes in equipment or material availability after proposal has been provided to the customer may impact project completion timelines and project schedules.

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IdentiSys Inc/Evolv Scope of Work:

IdentiSys Inc will provide system proposed above.

- Evolv will provide installation, Go Live and ongoing support during active subscription period.
- Testing for proper system operation and basic user training will be provided following implementation.

Brooklyn Park Zanewood (“Customer”) Responsibilities:

- Customer is responsible for providing all 110VAC power requirements at all equipment locations.
- Evolv units will be free from moving metal.
- Customer is responsible for relocating hardware as needed after initial implementation.

Hours of Work and Site Access:

- This proposal is based upon the assumption that all work will be performed during normal business hours, Monday – Friday. Requirements for work outside of these hours may result in a change order for additional labor fees
- This proposal assumes free access to all work sites during normal business hours as well as a secured-on site storage location for required equipment and materials.

Billings:

- Downpayment or approved credit application may be required with order.
- IdentiSys Inc. payment terms are NET 30 days from the date of mailing of the invoice.

Equipment balances due upon delivery to customer site.

- 1st Year Subscription due NET30 days from mailing the invoice. Years 2-4 can be paid for up front or invoiced annually upon customer request.
- Upon completion of punch-list, and signing of IdentiSys’ Certificate of Final Acceptance, a final invoice for the remainder of the project will be submitted to the customer for final payment.

Existing or Third-Party Supplied Equipment:

- For any existing, customer or Third-Party supplied equipment, materials, or labor, IdentiSys

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assumes no responsibility for functionality or performance. These devices, equipment, materials, and labor are excluded from any IdentiSys real or implied warranty. IdentiSys' sole liability is limited to any integration and commissioning services outlined above with regard to these services. Any warranty or service contract calls placed for these components which result in a direct finding that these components are found to be defective or improperly installed will result in additional labor, travel and equipment charges billed at a time and materials rate.

Existing Facility or Field Conditions:

- In the event that any actual field conditions vary from initially proposed conditions with regards to labor, materials or equipment, a field change order will be prepared and delivered to the customer for discussion and approval of the changes prior to proceeding with any additional work.

Third-Party Delays:

- The pricing brought forth in this proposal is based upon a contiguous implementation guideline and is subject to additional changes due to project delays caused by circumstances outside of IdentiSys' control such as third-party delays with regards to equipment delivery, third-party labor delays or third-party facility construction delays.

Evolv Legal Information:

<https://legal.evolvtechnology.com/customers>

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IDENTISYS CUSTOMER AGREEMENT
(LEASE/SUBSCRIPTION MODEL)

This IdentiSys Customer Agreement (“Agreement”) is entered into and effective as of _____ (the “Effective Date”), by and between _____ (“Customer”), with principal offices located at _____, and IdentiSys Inc. (“IdentiSys”), with offices at 7630 Commerce Way, Eden Prairie, MN 55344. IdentiSys and Customer are hereinafter sometimes referred to individually as a “Party” and collectively as “Parties.”

IdentiSys is an authorized reseller of products of Evolv Technologies Holdings, Inc., D/B/A Evolv Technology, Inc. (“Evolv”) which include both equipment and software used in conjunction with the equipment (the “Products”);

Customer desires to lease/subscribe to Products;

This is a legal agreement under which Customer may procure the Products and related services from IdentiSys under one or more Order Documents, all as defined below.

1. IdentiSys agrees:
 - a. To procure and provide the Products defined in the Order Documents attached to this agreement as Exhibit A, in accordance with and on the schedule specified. The procurement of any future Products for Customer will be detailed in new Order Documents and will be exhibits to this Agreement. “Order Document” means an IdentiSys quote, or other IdentiSys generated document, setting forth a specific proposal to the Customer pursuant to which IdentiSys will provide Products to Customer.
 - b. To support the maintenance, implementation, deployment, and training services for the Products pursuant to Exhibit B of this Agreement (the “Services”).
2. The Products delivered under this Agreement are manufactured, licensed, or otherwise provided by Evolve. Customer shall be bound by any applicable terms and conditions from Evolve, including, but not limited to, the Evolv “Service Terms for Evolv Products” and “Product Schedule for Evolv Express®,” copies of which have been provided to Customer and are incorporated herein by reference. Customer understands and acknowledges that, in order to obtain access to the Products, Evolve will require Customer to accept the Evlov terms and conditions by clicking to accept them through the Evlov website.
3. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, IDENTISYS AND ITS AFFILIATES

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DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, FOR PRODUCTS AND SERVICES PROVIDED TO CUSTOMER.

4. Except as otherwise provided below, this Agreement imparts no right, title, or ownership interest in the Products. Customer represents and warrants that the Products will be kept free and clear of all liens, charges, and encumbrances with respect to Customer's subscription, possession, use, or operation of the Equipment.
5. If Customer uses any cloud or other third-party services in conjunction with the Products, Customer is responsible for complying with the terms and conditions and privacy policies of such services, and all such use is at Customer's risk. Unless otherwise expressly provided in this Agreement, Reseller does not provide support or guarantee ongoing integration support for the Equipment and any cloud services.
6. Customer acknowledges that Evolve owns and retains all rights, title and interest in and to the Products, and any intellectual property rights therein; that Customer shall not decompile, disassemble, reverse engineer or attempt to identify or discover any source code of Products or create a derivative work; and the software Products are licensed nonexclusively, solely for use with or as part of the equipment Products and cannot be licensed or accessed on a stand-alone basis.
7. Customer shall indemnify, defend and hold IdentiSys harmless from and against all losses, damages, fines, penalties, liability, claims, demands, judgments and the costs and expenses incident thereto (including reasonable attorney fees) ("Losses") resulting from any third-party suit or claim ("Claim") arising out of or in connection with (i) Customer's (or its subcontractor's, agent's, officer's, director's, customer's representative's or employee's) use, operation, possession, purported ownership, or control of the Products (including without limitation Losses relating to property damage, theft, personal injury, and death) or (ii) Customer's violation of any applicable law, regulation, or standard.
8. Customer shall be solely responsible for obtaining the insurance that Customer desires to cover (a) any risk or loss that may arise from or relate to the use of the Products or related services by Customer and (b) personal injury, including death, and real or personal property loss or damage in, about, on, or to the Customer premises where the Equipment or Services are provided. CUSTOMER ON CUSTOMER'S BEHALF AND ON BEHALF OF ANY INSURANCE CARRIER WAIVES ALL RIGHTS OF SUBROGATION THAT CUSTOMER'S INSURANCE CARRIER MAY OTHERWISE HAVE AGAINST IDENTISYS ARISING OUT OF THIS AGREEMENT, THE RELATION OF THE PARTIES HERETO OR ANY INDEMNIFIABLE MATTER.
9. Customer represents and warrants as follows:

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- a. Customer has the full power, authority, and legal right to execute, deliver, and perform the terms of this Agreement.
- b. This Agreement has been duly executed and delivered and constitutes a legal, valid, and binding obligation of Customer, enforceable in accordance with its terms.
- c. The Products will be used in accordance with the “Service Terms for Evolv Products” and “Product Schedule for Evolv Express®,” as well as published manuals, operating documents, instructions and/or other processes or directions provided or made available to Customer by IdentiSys regarding the use, operation, and maintenance of the Products.
- d. The Products will only be used in the ordinary course of Customer’s business by competent, qualified, trained authorized agents, contractors, or employees at the Customer location(s) that are controlled by Customer and that are agreed upon by the Parties in writing.
- e. Customer shall not attempt to resell the Products under any circumstances and Customer will not remove the Products from such locations without the prior written consent of IdentiSys.
- f. Customer will comply with all laws, rules, and regulations applicable to the procurement, use, operation, and maintenance of the Products, including but not limited to, export control and economic sanctions laws and regulations, health and safety, and anti- corruption.

10. DISCLAIMERS

- a. THE PRODUCTS AND RELATED SERVICES CANNOT ELIMINATE OR PREVENT, CERTAIN RISKS OF LOSS AND THE AMOUNTS BEING CHARGED BY IDENTISYS ARE NOT SUFFICIENT TO WARRANT OR GUARANTEE THAT NO LOSS OR DAMAGE WILL OCCUR, OR INCREASED LOSS OR DAMAGE WILL NOT OCCUR.
- b. NEITHER IDENTISYS OR EVOLV CAN ELIMINATE, PREVENT, OR MITIGATE, IN WHOLE OR IN PART, THE OCCURRENCES OF THE EVENTS OR THREATS THAT THE EQUIPMENT IS INTENDED TO DETECT (INCLUDING, BUT NOT LIMITED TO, TORTS, WEAPONS OR EXPLOSIVES DETECTION OR OTHER CRIMINAL OR TERRORIST ACTIVITIES) AND NEITHER IDENTISYS OR EVOLV AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AND AGENTS, SHALL BE HELD LIABLE FOR ANY SUCH FAILURE (WHICH MAY INCLUDE WITHOUT LIMITATION, FAILURE TO DETECT THREATS, WHETHER DUE TO PRODUCT FAILURE, HUMAN ERROR, OPERATING ENVIRONMENT, SENSITIVITY SETTING OR EXTERNAL FORCES OUTSIDE RESELLER OR ITS THIRD-PARTY MANUFACTURER’S CONTROL) OR FOR NON-PRODUCTIVE TIME OR EQUIPMENT DOWN TIME FOR ANY REASON, OR FOR ACTS BY THIRD PARTIES THAT CAUSE HARM OR DAMAGE. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR THE ACTS OR OMISSIONS OF ITS PERSONNEL, CONTRACTORS, AND AGENTS, INCLUDING THOSE RESPONSIBLE FOR OPERATING AND REPAIR OF THE EQUIPMENT AND FOR THE SECURITY OF ITS PREMISES, PERSONNEL, AND VISITORS. THE EQUIPMENT AND SERVICES WILL NOT PREVENT WEAPONS FROM ENTERING THE CUSTOMER’S PREMISES.

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11. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CUSTOMER AGREES THAT IDENTISYS SHALL NOT BE LIABLE FOR SPECIFIC PERFORMANCE OR FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM OR CAUSED BY THE LOSS OF USE OF THE PRODUCTS, LOSS OF PROFITS, LOSS OF DATA OR USE OF DATA, INTERRUPTION OF BUSINESS, INCIDENTS OR LOST REVENUES, EVEN IF IDENTISYS IS AWARE OF THE POSSIBILITY OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IDENTISYS' TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY, SHALL NOT EXCEED THE TOTAL FEES PAID BY CUSTOMER TO IDENTISYS UNDER THE ORDER FORM UNDER WHICH LIABILITY AROSE DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CAUSE OF ACTION.

12. This Agreement is the entire understanding and agreement between the parties with respect to the subject matter covered, and all prior agreements, understandings, covenants, promises, warranties, and representations, oral or written, express or implied, related to the subject matter and not incorporated in this Agreement are superseded. Terms naturally surviving beyond expiration or termination, and necessary for proper enforcement of this Agreement, shall remain enforceable. Reseller acknowledges that the trademarks, service marks, trade names, and logos used by Reseller and its Third-Party Manufacturer in promoting the Equipment and Services are the exclusive property of Reseller and/or its Third-Party Manufacturer, as the case may be.

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***By proceeding with this Order Document, Customer acknowledges and agrees to abide by the applicable Schedule(s) for the Products and/or Professional Services identified herein and the Service Terms outlined at <https://legal.evolvtechnology.com/customers>. Acceptance of this Order Document constitutes acceptance of the applicable Schedule(s)."**

I have read and accepted this entire proposal, pricing structure, implementation timeline, and scope of work, including customer and any third-party responsibilities for delivery.

I am authorized to approve and sign for the proposed project, pricing, and scope listed above.

Customer Signature

Date

Print Name

Title



Proposal

Design & Integration

City Of Brooklyn Park

A Technology Proposal created for: City of Brooklyn Park Zanewood Building
Renovation

Account Executive: Heidi Harvey

Systems Engineer: Gary Mansfeldt

Opportunity Number: 51482

Revision: N/A





Scope of Work

Site Address:

City Of Brooklyn Park
7150 Zane Ave N
Brooklyn Park MN 55429

Quote 360784: A - City of Brooklyn Park Zanewood 1st Floor Flex Area 116

In the First Floor Flex Area 116, Bluum will

- Provide and install a 75" monitor mounted to a mobile cart
 - The mobile cart includes an adjustable shelf
- Provide and install a new Polu USB Video Bar (this is not a Microsoft Teams Room – it is a large web cam and speakers)
 - Mounted either below or above the monitor
 - The laptop will provide the conferencing platform
- Include a wireless connection option
 - Extron's ShareLink 2000 4K Wireless Presentation System
 - Use case is for both internal and external people to the city – would not be on a city network
 - The ShareLink 2000 includes the ConferenceShare functionality which enables wireless use of the Poly Studio Video Bar for UC meetings
- Utilize the Poly Studio speakers
- Include a small button panel on the mobile cart's shelf
 - The button panel will be mounted in an angled surface box and secured to the shelf
 - The button panel will control the monitor's on/off, input selection, and volume control

Quote 360785: B - City of Brooklyn Park Zanewood Teen Center Area

In the Teen Center Area, Bluum will:

- Provide and install (2) locations of Reach Digital Signage
- Including (2) 55" monitors on tilt mounts
 - Mounted to a standard sheet rock wall
- Include (2) Brightsign Player
- Include any Reach software license and training
- Include a wireless module and SD card for each player

Quote 360787: C - City of Brooklyn Park Zanewood Gaming Lounge Area 105

In the Gaming Lounge 105 Area, Bluum will:

- Provide and install four (4) 55" monitors
 - The monitors will be mounted on the wall using tilt mounts just above the desks
 - This will provide for the most secure mounting method of the displays
 - The cabling will come out HDMI wall plates just below each desk
- All audio will be heard through the monitors internal speakers
- All control of the monitor, volume and source selection will be done by the monitors manufacturer supplied remote control

Quote 360788: D - City of Brooklyn Park Zanewood 2nd Floor Meeting Room 218

In the 2nd Floor Meeting Room 218, Bluum will:

- Install a new 75" monitor onto a new tilt wall mount – w/slide out mount
- Include a medium Teams Room Solution
 - The new system shall include the following:
 - One (1) HP/Poly MTR PC
 - Mounted behind the monitor
 - One (1) HP/Poly V52 Video Bar (this is also not a Microsoft Teams Room device but will allow for any conferencing platform to be utilized with the large speaker bar and camera.)
 - Mounted below the mounted
 - The V52's microphones will cover the entire room
 - The V52's camera will be set up via AI to auto-frame the persons in the room
 - One (1) HP/Poly TC10 touch screen
 - Mounted on the wall in the room
 - The touch screen shall be configured for "one touch" initialization of meetings
 - The system will be configured so the display turns on once the system is activated
- Include a wireless presentation solution Extron ShareLink 2000
 - The ShareLink will be used to add content to the Poly meeting as well as for presentation only
 - The ShareLink in this room will not utilize the conference share functions
- The audio in the room will be heard through the Poly V52 speakers

Client Responsibilities

The following responsibilities and items requested below are a requirement as per the project scope to be completed by the Client. If any of the below items cannot be completed prior to the dates coordinated with Bluum project management staff additional charges may apply.

This proposal assumes all owner furnished equipment is operational and without issues. If issues are discovered to exist with owner furnished equipment, Bluum reserves the right to charge for lost installation time and will provide a solution to fix the issue which may result in a change order.

- Provide a duplex AC electrical outlet at each display location (if not already there).
- Provide a duplex AC electrical outlet at the Paging System rack location (if not already there).
- Note: No backing is required for any display unless the wall is "furred" in Room 218.
- Provide an active LAN connection at the display location in 218 and in IT Room 112
- Provide the credentials and configuration to put the Paging system onto the owner's phone system
- Verify equipment placement with Bluum Project Management.
- Verify cable and conduit pathway is accessible w/ Bluum Project management prior to installation date.
- Provide a clear, clean, and accessible room for the installation.
- Un-interrupted access to the rooms during install.
- Coordination of parking and building access.

Customer Expectations:

If multiple rooms were quoted, installation pricing for this proposal assumes that all quotes will be signed off on and installed at the same time. If one or more of the quotes in this proposal are not approved, existing quotes will need to be revised to reflect those changes and additional charges may apply.

Equipment locations such as closets, or cabinetry may require additional venting, or in some cases, dedicated cooling units to keep equipment operating at standard temperatures.

Bluum will not be responsible for the condition and functionality of any existing OFE (Owner Furnished Equipment) during the

installation process. This includes transitioning product from the process of de-installation to re-installation. Should existing equipment fail or be found to not work properly with our system design, the customer will have the option of sourcing a Bluum approved replacement part or Bluum will offer a billable replacement alternative. If OFE malfunction causes delays in the installation timeframe, additional billable labor charges may apply.

The undersigned authorizes Bluum Technology to proceed in accordance with the proposal including options elected & agrees as a representative of the client to be responsible for payment. By signing the below, the client has read, understands & agrees to the scope of services, client responsibilities, terms & conditions & privacy policy.

Clients Name & Email Address (Please Print): _____

Authorized Signature: _____ **Date:** _____

Quote

#360784

03/07/2025



Bluum of Minnesota
 1771 Energy Park Drive
 Suite 100
 St. Paul MN 55108
 800-933-7337 | 612-331-5500
 www.bluumtech.com

Bill To
 Finance Department
 City of Brooklyn Park
 5200 85th Avenue North
 Brooklyn Park MN 55443

Ship To
 Mamadu Bah or Wayne Roehrich
 City Of Brooklyn Park
 7100 Zane Ave N
 Brooklyn Park MN 55429

Memo:

Expires	Sales Rep	Contract	Terms
06/05/2025	209 Heidi Harvey	MNS-CPV 152129	Net 30

Qty	Item	MFG	Price	Ext Price	Cost	Ext Cost	Markup %	Category
	A - City of Brooklyn Park Zanewood 1st Floor Flex Area 116							
	-----Video Equipment-----							
1	75UH5E-B LG 75UH5E-B Digital Signage Display - 75" LCD - 3840 x 2160 - LED - 500 Nit - 2160p - HDMI - USB - DVI - Serial - Wireless LAN - Ethernet - Black - 3 Year Warranty	LG	\$1,792.68	\$1,792.68	\$1,586.44	\$1,586.44	13%	Display Monitors
1	PFCUB Large Flat Panel Mobile AV Cart	Chief - Legrand Brands	\$691.38	\$691.38	\$611.84	\$611.84	13%	Mounting Hardware
1	PAC710 Height Adjustable Accessory Shelf	Chief - Legrand Brands	\$104.34	\$104.34	\$92.34	\$92.34	13%	Mounting Hardware
1	CSMP9X12 Component Storage Panel, Interface	Chief - Legrand Brands	\$36.71	\$36.71	\$32.49	\$32.49	13%	Mounting Hardware
1	Integration Item 42-350-01, ShareLink Pro 2000 w/ Miracast & ShareNext - US	Extron	\$1,186.50	\$1,186.50	\$1,050.00	\$1,050.00	13%	Broadcast Video and Production
	-----Conferencing Equipment-----							
1	842D4AA#ABA Poly Studio USB Video Bar	Hewlett Packard (HPI)	\$717.35	\$717.35	\$634.82	\$634.82	13%	Video Conferencing
1	875R9AA Poly Studio USB VESA Mount	Hewlett Packard (HPI)	\$145.77	\$145.77	\$129.00	\$129.00	13%	Mounting Hardware
	-----Control System-----							



Quote



#360784

Bluum of Minnesota
 1771 Energy Park Drive
 Suite 100
 St. Paul MN 55108
 800-933-7337 | 612-331-5500
 www.bluumtech.com

03/07/2025

Qty	Item	MFG	Price	Ext Price	Cost	Ext Cost	Markup %	Category
1	Integration Item 60-1390-03, MLC 55 RS MediaLink Controller with RS-232 and IR Display Control	Extron	\$429.40	\$429.40	\$380.00	\$380.00	13%	Control Systems
1	Integration Item 70-1097-01, SMB 111, One-gang Surface Mount Box - Black -----Other Equipment and Services-----	Extron	\$124.30	\$124.30	\$110.00	\$110.00	13%	Mounting Hardware
1	NFHD18G-3PROBLK NanoFlex™ Pro AV/IT Integrator Series™ Certified 4K 18G High Speed HDMI Cable Jet Black 3ft	Comprehensive	\$12.38	\$12.38	\$10.96	\$10.96	13%	Cabling
1	USB3-CA-3ST USB 3.0 C Male to A Male Cable 3ft.	Comprehensive	\$12.98	\$12.98	\$11.49	\$11.49	13%	Cabling
1	CAT6-15PROBLK Pro AV/IT CAT6 Heavy Duty Snagless Patch Cable - Black 15ft TAA Compliant	Comprehensive	\$39.44	\$39.44	\$34.90	\$34.90	13%	Cabling
1	602-15 Power Strip 5 Outlet 15' Cord	Tripp Lite	\$40.18	\$40.18	\$35.56	\$35.56	13%	Control Systems
5	Minnesota State Contract - Design / Engineering Professional/Technical Design Service; Engineering and Design		\$120.00	\$600.00				
4	Minnesota State Contract - Project Management		\$90.00	\$360.00				
2	Minnesota State Contract - In-House Installation		\$90.00	\$180.00				
11	Minnesota State Contract - On-Site Installation		\$113.64	\$1,250.00				
6	Minnesota State Contract - Programming & Configuration Professional/Technical Design Service; Programming and Configuration		\$120.00	\$720.00				
1	Minnesota State Contract - Maintenance / Service (Std 1 yr) Maintenance / Service; Standard One Year Installation Warranty https://www.bluum.com/standard-service-warranty		\$599.00	\$599.00				
1	Minnesota State Contract - Maintenance / Service (PRM 1 yr) Maintenance / Service; Upgrade to Premium One Year Installation Warranty including preventative maintenance. https://www.bluum.com/premium-service-warranty		\$249.00	\$249.00				





Quote

#360784

Bluum of Minnesota
 1771 Energy Park Drive
 Suite 100
 St. Paul MN 55108
 800-933-7337 | 612-331-5500
 www.bluumtech.com

03/07/2025

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Subtotal	\$9,291.41
Tax Total	\$0.00
Shipping Cost	\$247.26
Total	\$9,538.67

Thank you,

Heidi Harvey

E: heidi.harvey@bluum.com

bluum.com

Please reference this quote number on your purchase order.

Please inspect product upon delivery. State of Minnesota Contract Return Policy will apply.

Standard Times for Delivery from Receipt of PO*:

- Stocked Product Equipment Only Sales – Three to Five Business Days
- Non-Stocked Product Equipment Only Sales – Ten to 14 Business Days
- Integration Projects – Two to Eight Weeks

*All days include time in transit and assume product is not on back order with the manufacturer.



360784



Quote

#360785

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03/07/2025

Bill To

Finance Department
 City of Brooklyn Park
 5200 85th Avenue North
 Brooklyn Park MN 55443

Ship To

Mamadu Bah or Wayne Roehrich
 City Of Brooklyn Park
 7100 Zane Ave N
 Brooklyn Park MN 55429

Memo:

Expires	Sales Rep	Contract	Terms
06/05/2025	209 Heidi Harvey	MNS-CPV 152129	Net 30

Qty	Item	MFG	Price	Ext Price	Cost	Ext Cost	Markup %	Category
	B - City of Brooklyn Park Zanewood Teen Center Area							
	-----Video Equipment-----							
2	55UL3J-M LG 55" 3840 x 2160 UHD LED Backlit LCD Large Format Monitor - Black (Ashed Blue)	LG	\$979.71	\$1,959.42	\$867.00	\$1,734.00	13%	Display Monitors
2	MTM1U Medium Fusion Micro-Adjustable Tilt Wall Mount	Chief - Legrand Brands	\$148.12	\$296.24	\$131.08	\$262.16	13%	Mounting Hardware
2	FCA112 FCA112 Fusion Secure CPU/Media Player Adapter	Chief - Legrand Brands	\$73.43	\$146.86	\$64.98	\$129.96	13%	Mounting Hardware
2	XD235 Professional 4K player with dynamic memory allocation, optimized motion graphics, 4k content, PoE+ & Live TV, full open GL ES, and dynamic mosaic mode for enterprise+ experiences with standard I/O	BrightSign	\$440.70	\$881.40	\$390.00	\$780.00	13%	Video Products
2	WD105 Dual Antenna Wi-Fi/Bluetooth Module for Series 5 players	BrightSign	\$63.56	\$127.12	\$56.25	\$112.50	13%	Video Products
2	SDHC-16c10-1(M) 16GB Class 10 Micro SD Memory Card	BrightSign	\$19.49	\$38.98	\$17.25	\$34.50	13%	Video Products
1	Edge-DigiReachServices1-Bundle One Year of Reach Media Digital Signage Software license. License includes all software features and access to content management web portal, future updates, User accounts, provisioning of players, and unlimited technical support and training Automatic Software Renewal		\$1,465.00	\$1,465.00				
	-----Other Equipment and Services-----							



Quote

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03/07/2025



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Qty	Item	MFG	Price	Ext Price	Cost	Ext Cost	Markup %	Category
2	NFHD18G-3PROBLK NanoFlex™ Pro AV/IT Integrator Series™ Certified 4K 18G High Speed HDMI Cable Jet Black 3ft	Comprehensive	\$12.38	\$24.76	\$10.96	\$21.92	13%	Cabling
5	Minnesota State Contract - Design / Engineering Professional/Technical Design Service; Engineering and Design		\$120.00	\$600.00				
4	Minnesota State Contract - Project Management		\$90.00	\$360.00				
2	Minnesota State Contract - In-House Installation		\$90.00	\$180.00				
9	Minnesota State Contract - On-Site Installation		\$95.00	\$855.00				
2	Minnesota State Contract - Programming & Configuration Professional/Technical Design Service; Programming and Configuration		\$120.00	\$240.00				
1	Minnesota State Contract - Maintenance / Service (Std 1 yr) Maintenance / Service; Standard One Year Installation Warranty https://www.bluum.com/standard-service-warranty		\$599.00	\$599.00				
1	Minnesota State Contract - Maintenance / Service (PRM 1 yr) Maintenance / Service; Upgrade to Premium One Year Installation Warranty including preventative maintenance. https://www.bluum.com/premium-service-warranty		\$249.00	\$249.00				

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Subtotal	\$8,022.78
Tax Total	\$0.00
Shipping Cost	\$231.51
Total	\$8,254.29

Thank you,

Heidi Harvey

E: heidi.harvey@bluum.com

bluum.com



360785

Quote

#360785

03/07/2025



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- Integration Projects – Two to Eight Weeks

*All days include time in transit and assume product is not on back order with the manufacturer.



360785

Quote

#360787

03/07/2025



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Memo:

Expires	Sales Rep	Contract	Terms
06/05/2025	209 Heidi Harvey	MNS-CPV 152129	Net 30

Qty	Item	MFG	Price	Ext Price	Cost	Ext Cost	Markup %	Category
	C - City of Brooklyn Park Zanewood Gaming Lounge Area 105							
	-----Video Equipment-----							
4	55UR340C9UD LG 55UR340C9UD UR340C Series - 55" LED-backlit LCD TV - 4K - for digital signage	LG	\$806.82	\$3,227.28	\$714.00	\$2,856.00	13%	Display Monitors
4	MTM1U Medium Fusion Micro-Adjustable Tilt Wall Mount	Chief - Legrand Brands	\$148.12	\$592.48	\$131.08	\$524.32	13%	Mounting Hardware
	-----Other Equipment and Services-----							
8	NFHD18G-6PROBLK NanoFlex™ Pro AV/IT Integrator Series™ Certified 4K 18G High Speed HDMI Cable Jet Black 6ft	Comprehensive	\$15.35	\$122.80	\$13.58	\$108.64	13%	Cabbling
4	PC-G1960-E-P-C Panelcrafters precision manufactured bulk wire plate with 1 7/8th inch grommet hole	Liberty	\$15.31	\$61.24	\$13.55	\$54.20	13%	Control Systems
4	PC-G1791-E-P-C Panelcrafters precision manufactured HDMI female pigtail	Liberty	\$28.06	\$112.24	\$24.83	\$99.32	13%	Cabbling
5	Minnesota State Contract - Design / Engineering Professional/Technical Design Service; Engineering and Design		\$120.00	\$600.00				
5	Minnesota State Contract - Project Management		\$90.00	\$450.00				
2	Minnesota State Contract - In-House Installation		\$90.00	\$180.00				





Quote

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Qty	Item	MFG	Price	Ext Price	Cost	Ext Cost	Markup %	Category
14	Minnesota State Contract - On-Site Installation		\$95.00	\$1,330.00				
1	Minnesota State Contract - Maintenance / Service (Std 1 yr) Maintenance / Service; Standard One Year Installation Warranty https://www.bluum.com/standard-service-warranty		\$599.00	\$599.00				
1	Minnesota State Contract - Maintenance / Service (PRM 1 yr) Maintenance / Service; Upgrade to Premium One Year Installation Warranty including preventative maintenance. https://www.bluum.com/premium-service-warranty		\$249.00	\$249.00				

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Subtotal \$7,524.04

Tax Total \$0.00

Shipping Cost \$174.60

Total \$7,698.64

Thank you,

Heidi Harvey

E: heidi.harvey@bluum.com

bluum.com

Please reference this quote number on your purchase order.

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360787

Quote

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03/07/2025



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Memo:

Expires	Sales Rep	Contract	Terms
06/05/2025	209 Heidi Harvey	MNS-CPV 152129	Net 30

Qty	Item	MFG	Price	Ext Price	Cost	Ext Cost	Markup %	Category
	D - City of Brooklyn Park Zanewood 2nd Floor Meeting Room 218							
	-----Video Equipment-----							
1	75UH5E-B LG 75UH5E-B Digital Signage Display - 75" LCD - 3840 x 2160 - LED - 500 Nit - 2160p - HDMI - USB - DVI - Serial - Wireless LAN - Ethernet - Black - 3 Year Warranty	LG	\$1,792.68	\$1,792.68	\$1,586.44	\$1,586.44	13%	Display Monitors
1	XTM1U X-Large Fusion Micro-Adjustable Tilt Wall Mount	Chief - Legrand Brands	\$279.63	\$279.63	\$247.46	\$247.46	13%	Mounting Hardware
1	CSSLP15X10 Proximity® Component Storage Slide-Lock Panel	Chief - Legrand Brands	\$137.84	\$137.84	\$121.98	\$121.98	13%	Mounting Hardware
1	Integration Item 42-350-01, ShareLink Pro 2000 w/ Miracast & ShareNext - US	Extron	\$1,186.50	\$1,186.50	\$1,050.00	\$1,050.00	13%	Broadcast Video and Production
	-----Conferencing Equipment-----							
1	A3LU8AA#ABA Poly Studio Base Kit G9 Plus for Microsoft Teams HP Mini IP PC w/ TC10 US	Hewlett Packard (HPI)	\$2,383.54	\$2,383.54	\$2,109.33	\$2,109.33	13%	Video Conferencing
1	U95J9PV 3yr Poly+ Poly Studio Base Kit G9 Plus for Microsoft Teams HP Mini IP PC w/TC10	Hewlett Packard (HPI)	\$524.34	\$524.34	\$464.02	\$464.02	13%	Ala Carte Software
1	A09D4AA#ABA Poly Studio V52 - USB video bar - white	Hewlett Packard (HPI)	\$2,608.98	\$2,608.98	\$2,308.83	\$2,308.83	13%	Video Conferencing





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Qty	Item	MFG	Price	Ext Price	Cost	Ext Cost	Markup %	Category
1	U86MQPV 3yr Poly+ Poly Studio V52 USB Video Bar	Hewlett Packard Enterprise (HPE)	\$422.38	\$422.38	\$373.79	\$373.79	13%	Ala Carte Software
1	875L9AA Poly X52 VESA Mount	Hewlett Packard (HPI)	\$199.98	\$199.98	\$176.97	\$176.97	13%	Mounting Hardware
1	Integration Item 874P8AA, Poly Wall Mount for Poly TC10 (Black) -----Other Equipment and Services-----	Hewlett Packard (HPI)	\$34.41	\$34.41	\$30.45	\$30.45	13%	Mounting Hardware
1	NFHD18G-3PROBLK NanoFlex™ Pro AV/IT Integrator Series™ Certified 4K 18G High Speed HDMI Cable Jet Black 3ft	Comprehensive	\$12.38	\$12.38	\$10.96	\$10.96	13%	Cabling
1	NFHD18G-6PROBLK NanoFlex™ Pro AV/IT Integrator Series™ Certified 4K 18G High Speed HDMI Cable Jet Black 6ft	Comprehensive	\$15.35	\$15.35	\$13.58	\$13.58	13%	Cabling
1	CAT6-3BLK Cat6 550 Mhz Snagless Patch Cable 3ft Black	Comprehensive	\$2.66	\$2.66	\$2.35	\$2.35	13%	Cabling
1	CAT6-7BLK Cat6 550 Mhz Snagless Patch Cable 7ft	Comprehensive	\$3.83	\$3.83	\$3.39	\$3.39	13%	Cabling
100	24-4P-P-L6-EN-BLK Plenum CAT6 priced per foot	Liberty	\$0.37	\$37.00	\$0.33	\$33.00	12%	Cabling
1	SWIVEL6 Tripp Lite Surge Protector Swivel 6 Outlet Wallmount Direct Plug In 120V BK - 6 x NEMA 5-15R - 1500 J - 120 V AC Input - 120 V AC Output ROTATABLE OUTLET 1500J DIRECT PLUG	Tripp Lite	\$16.97	\$16.97	\$15.02	\$15.02	13%	Video Products
5	Minnesota State Contract - Design / Engineering Professional/Technical Design Service; Engineering and Design		\$120.00	\$600.00				
5	Minnesota State Contract - Project Management		\$90.00	\$450.00				
2	Minnesota State Contract - In-House Installation		\$90.00	\$180.00				
15	Minnesota State Contract - On-Site Installation		\$95.00	\$1,425.00				
6	Minnesota State Contract - Programming & Configuration Professional/Technical Design Service; Programming and Configuration		\$120.00	\$720.00				





Quote

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03/07/2025

Qty	Item	MFG	Price	Ext Price	Cost	Ext Cost	Markup %	Category
1	Minnesota State Contract - Maintenance / Service (Std 1 yr) Maintenance / Service; Standard One Year Installation Warranty https://www.bluum.com/standard-service-warranty		\$899.00	\$899.00				
1	Minnesota State Contract - Maintenance / Service (PRM 1 yr) Maintenance / Service; Upgrade to Premium One Year Installation Warranty including preventative maintenance. https://www.bluum.com/premium-service-warranty		\$249.00	\$249.00				

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Subtotal \$14,181.47

Tax Total \$0.00

Shipping Cost \$394.92

Total \$14,576.39

Thank you,

Heidi Harvey

E: heidi.harvey@bluum.com

bluum.com

Please reference this quote number on your purchase order.

Please inspect product upon delivery. State of Minnesota Contract Return Policy will apply.

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- Integration Projects – Two to Eight Weeks

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360788



Proposal Summary

Check the quotes intended for purchase.

Quote A : 1st Floor Flex Area 116

State Contract: \$0.00

Non Contract: \$0.00

Quote Total: \$ 9,291.41

Quote B : Teen Center Area

State Contract: \$0.00

Non Contract: \$0.00

Quote Total: \$ 8,254.29

Quote C : Gaming Lounge Area

State Contract: \$0.00

Non Contract: \$0.00

Quote Total: \$ 7,698.64

Quote D : 2nd Floor Meeting Room 218

State Contract: \$0.00

Non Contract: \$0.00

Quote Total: \$ 14,576.39

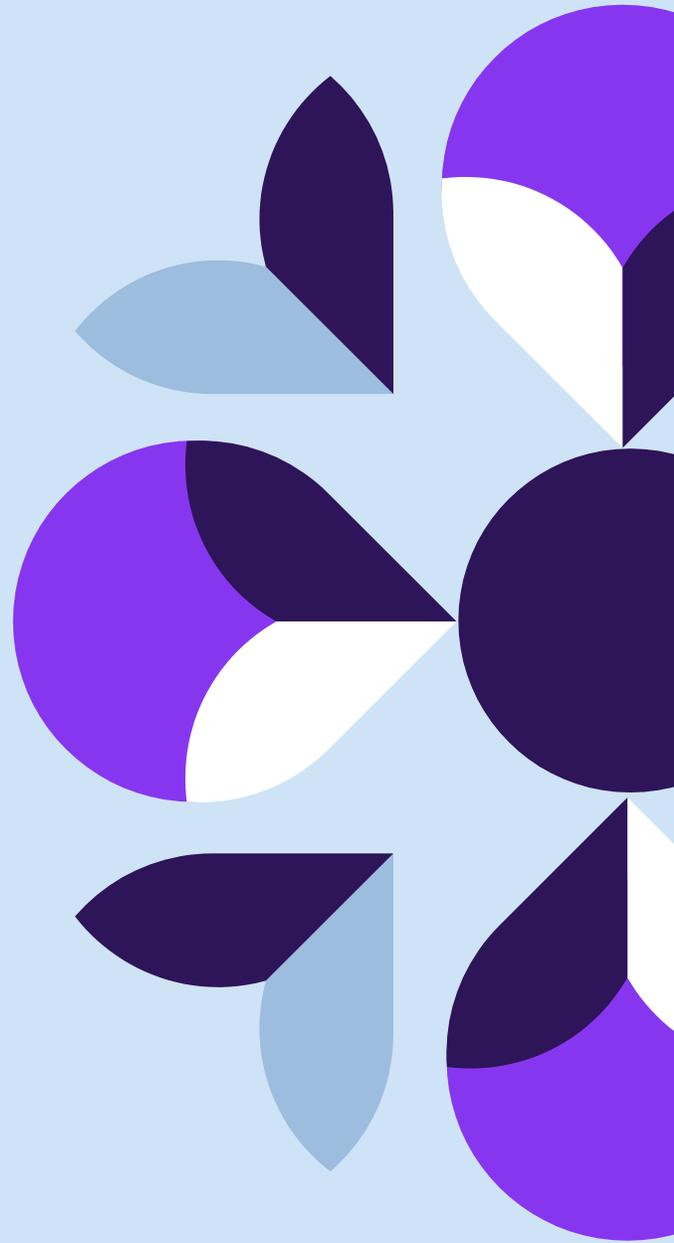
Project Total: \$ 39,820.73



Cultivate Possibility

With the hyper-accelerated transition to technology-based work and learning, organizations and businesses are seeking deeper partnerships with solutions providers that can deliver more than a sale. True partners take time to listen and understand your needs, and are vested in helping you achieve your goals and deliver results.

The act of 'blooming' signals a moment of transformation when the right people, knowledge and resources come together to create something greater than the sum of its parts. We help organizations like yours digitally transform the way you work and learn to unlock greater value, and bloom where you are planted.



Our Mission

To bring people together through exceptional technology experiences.





Experience the power of partnership at its best. Beyond delivering leading-edge technology solutions, Bluum Technology provides guidance, services and support to optimize the value of your investments throughout the technology lifecycle.

Strategy

We aim to develop and maintain a long-term partnership with you. Why? It helps ensure we not only design, build and support the solution you need, but deliver results that help your organization grow.

- ♥ Improved engagement
- ♥ Greater productivity
- ♥ Optimized costs
- ♥ Increased brand value

Design

Bluum Technology, together with our vendor partners, provides full consultation to design and power your on-site and remote workspaces and meeting rooms.

The Bluum team will continue to support you long after the project is complete.

Integration & Installation

We use a thorough pre-implementation planning process that starts with a dedicated project manager who oversees the implementation.

Site visits confirm the scope and site are in alignment before our certified technicians begin installation.

Professional Development

Once your solution is installed, Bluum Technology can help you increase user adoption, engagement and collaboration.

Our team of professional development instructors provides a variety of training programs to empower your workforce to use technology for improved collaboration and productivity.

Technical Support

Bluum Technology provides 24/7 technical support via phone or email through our easy-to-access helpdesk.

Our dedicated service team is the largest in the market and maintains numerous industry certifications to enable quick resolution to any support needs.

Maintenance

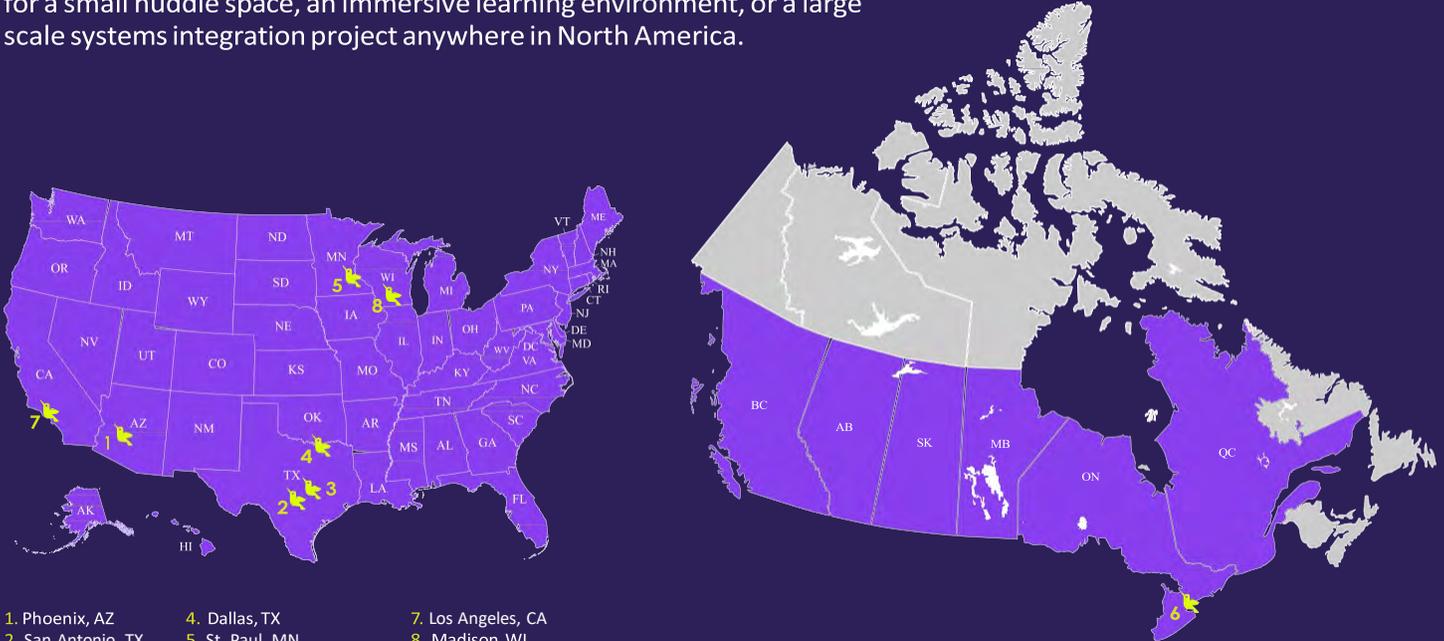
Our national network of experienced integrators and installers can provide service anytime, anywhere including:

- ♥ Local repair and service dispatch
- ♥ Preventative maintenance contracts
- ♥ Service level agreements
- ♥ Installation of firmware and software updates
- ♥ Maintenance reports
- ♥ No-cost consultation on system upgrades



ABOUT US

We can handle all your technology needs—whether designing a solution for a small huddle space, an immersive learning environment, or a large scale systems integration project anywhere in North America.



- 1. Phoenix, AZ
- 2. San Antonio, TX
- 3. Austin, TX
- 4. Dallas, TX
- 5. St. Paul, MN
- 6. Markham, ON (CAN)
- 7. Los Angeles, CA
- 8. Madison, WI

BY THE NUMBERS

780+
on
Team Bluum

40+
Years in
Business

3x
Revenue Growth
Since 2019

7.0M+
Products Sold
Annually

50
State
Coverage

10K+
Projects
Completed

HONORS & INDUSTRY RECOGNITION



AVIXA Certification
AV Provider of Excellence



No. 50 on Solutions
Provider 500 List (2021)
CRN Magazine



INC. 5000 Honoree – Fastest
Growing Company (2021)
Inc. Magazine



Fastest Growing
Company (2021) Phoenix
Business Journal



No. 10 Systems Integrator (2021)
Top 50 Systems Integrators List
Systems Contractor News



WINNER – Fast 50 Award
(2018)
Twin Cities Business Journal



No. 56 on Fast Growth 150 List
(2021)
CRN Magazine

WINNER – Best AV Company
(2016, 2017)
TCB Magazine





Bluum Technology (formerly Trox+Tierney) has been helping customers improve communications, collaboration and uncover more value for over 40 years. As a true partner, we are with you every step of the way – from consultation, planning and design through integration, installation and beyond. With a solid understanding of how technology can be leveraged to create exceptional user experiences, we can help you derive the greatest benefits and maximize overall value of your technology investments.

We are confident that we can provide the right mix of expertise, products and services to effectively support your requirements. If you need more information, please contact us at 612-331-5500. If you need more perspective on how we work with our customers, we'll be happy to connect you with some references.

We look forward to the opportunity to partner with you soon.



City of Brooklyn Park Request for Council Action

Agenda Item:	4.4	Meeting Date:	May 27, 2025
Agenda Section:	Consent	Originating Department:	Community Development
Resolution:	N/A	Prepared By:	Jason Newby, Inspections and Environmental Health Manager
Ordinance:	FIRST READING		
Attachments:	1	Presented By:	Jason Newby, Inspections and Environmental Health Manager
Item:	FIRST READING of Property Maintenance and Adoption of the 2018 International Property Maintenance Code (IPMC) Ordinance Amendment		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT ON FIRST READING AN ORDINANCE AMENDING CHAPTER 106 OF THE BROOKLYN PARK CITY CODE PERTAINING TO THE PROPERTY MAINTENANCE CODE.

Overview:

The City references the International Property Maintenance Code (IPMC) to define and enforce minimum property maintenance standards. These standards are used primarily during rental inspections; however, the IPMC is also used for property maintenance of owner-occupied dwellings as well as commercial structures citywide. The current version of the IPMC is outdated and therefore an update is necessary.

The amendments in the 2018 IPMC are a matter of housekeeping for the city code to align with the current State Building, Fire, Mechanical, Plumbing, and Electrical codes. Although newer versions of the IPMC exist, the 2018 edition is the most current version that aligns with the Minnesota State Codes.

Primary Issues/Alternatives to Consider:

- Approve the ordinance as presented
- Amend and approve the ordinance
- Make no changes to the ordinance

Budgetary/Fiscal Issues: N/A

Attachments:

4.4A ORDINANCE

ORDINANCE #2025-

ORDINANCE AMENDING CHAPTER 106
OF THE BROOKLYN PARK CITY CODE PERTAINING TO THE
PROPERTY MAINTENANCE CODE

~~Text with strikeout is proposed for deletion~~

Underlined text is proposed for insertion

The City of Brooklyn Park does ordain:

Section 1. Section 106.01 of the Brooklyn Park City Code pertaining to adoption is amended to read as follows:

§ 106.01 ADOPTION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE.

The ~~2012-2018~~ International Property Maintenance Code (IPMC), as promulgated by the International Code Council, Inc., is adopted by reference and incorporated into the city code in whole as if it was set out in full, subject to the amendments contained in this chapter.

Section 2. Section 106.02 of the Brooklyn Park City Code pertaining to amendments is amended to read as follows:

§ 106.02 AMENDMENTS TO INTERNATIONAL PROPERTY MAINTENANCE CODE.

The following amendments are made to the ~~2012~~ 2018 International Property Maintenance Code:

(A) Section 101.1 Title. These regulations shall be known as the Property Maintenance Code of the City of Brooklyn Park, hereinafter referred to as “this code.”

(B) Section 102.3 Application of other codes. Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the Minnesota State Building Code (MSBC), established pursuant to M.S. 326B.101 to 326B.194, as adopted by the City. Nothing in this code shall be construed to cancel, modify or set aside any provision of the MSBC or the City of Brooklyn Park Code .

(C) Section 102.7 Referenced codes and standards. The codes and standards referenced in this code shall be those that are listed in Chapter 8, those listed in the MSBC, and considered part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply to the extent permitted by law and regulation, and as further regulated in Sections 102.7.1 and 102.7.2.

Exception: Where enforcement of a code provision would violate the conditions of the listing of the equipment or appliance, the conditions of the listing shall apply.

(D) Section 103.1 General. The Building Official or his or her designee is responsible for administering the provisions of this code, and the executive official in charge thereof shall be known as the *code official*.

(E) Section 103.5 Fees. The fees for activities and services performed in carrying out responsibilities under this code shall be in amounts set forth by the City Council.

(F) Section 106.6 Execution of compliance orders by public authority. Upon failure to comply with a compliance order within the time set therein (and no appeal having been taken), or upon failure to comply with a modified compliance order within the time set therein, the criminal penalty established hereunder notwithstanding, the City Council, after due notice to the owner, may by resolution cause the cited deficiency to be remedied as set forth in the compliance order. The cost of such remedy is a lien against the subject real estate. Such a lien may be levied and collected as a special assessment in the manner provided by M.S. Chapter 429. It may be levied for any of the reasons set forth in M.S. § 429.101, Subd. 1, and specifically for the removal or elimination of public health or safety hazards from private property. However, the assessment must be payable in a single installment. It is the intent of this section to authorize the city to utilize all of the provisions of M.S. § 429.101 to promote the public health, safety and general welfare.

(G) Section 107.3 Method of service. Such notice shall be deemed to be properly served if a copy thereof is: delivered personally, sent by email after a rental dwelling inspection, or sent by certified or first-class mail addressed to the last known address. If the notice is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice.

(H) Section 110.1 General. The *code official* shall order the owner or owner's authorized agent of any *premises* upon which is located any structure, which in the *code official's* or owner's authorized agent judgment after review is so deteriorated or dilapidated or has become so out of repair as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to demolish and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary, or to board up and hold for future repair or to demolish and remove at the *owner's* option; or where there has been a cessation of normal construction of any structure for a period of more than ~~two years~~ one year, the *code official* shall order the *owner* or owner's authorized agent to demolish and remove such structure, or board up until future repair. Boarding the building up for future repair shall not extend beyond one year, unless *approved* by the building official.

(I) Section 111. Not adopted.

(J) Section 112.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than collectable by the city charter but less than 100%.

(K) Section 201.3 Terms defined in other codes. Where terms are not defined in this code and are defined in the MSBC and the City of Brooklyn Park Zoning Code, such terms shall have the meanings ascribed to them as stated in those codes.

(L) Section 202 General definitions.

CODE OFFICIAL. The official who is charged with the administration and enforcement of this code, or any duly authorized representative. For administration and enforcement of this code, the Building Official shall be the CODE OFFICIAL.

COST OF SUCH DEMOLITION OR EMERGENCY REPAIRS. The costs shall include the actual costs of the demolition or repair of the structure less revenues obtained if salvage was conducted prior to demolition or repair. Costs shall include, but not be limited to, expenses incurred or necessitated related to demolition or emergency repairs, such as asbestos survey and abatement if necessary; costs of inspectors, testing agencies or experts

retained relative to the demolition or emergency repairs; costs of testing; surveys for other materials that are controlled or regulated from being dumped in a landfill; title searches; mailing(s); postings; administrative fees, recording; and attorney fees expended for recovering of the cost of emergency repairs or to obtain or enforce an order of demolition made by a *code official*, the governing body or board of appeals.

HAZARDOUS CONDITIONS. A situation which creates an immediate or potential danger to the public health or safety or to the environment.

REPAIR. To restore to a sound acceptable state of operation, serviceability, or appearance.

REPLACE. To remove an existing item or portion of a system and to construct or install a new item of similar or new quality as an existing item when repair of the item is impractical.

UNSANITARY. Failure to maintain a property in such a manner that creates a danger or hazard to the health of persons occupying or frequenting it. Conditions caused by deterioration or improper installation, methods or materials of construction, equipment, lighting, heating, ventilation, or plumbing, or from existing conditions related to trash, debris, or moisture that may cause infestation or mold.

(M) Section 302.4 Weeds. Not adopted.

(N) Section 302.8 Motor vehicles. Not adopted.

(O) Section 302.9 Defacement of property. Not adopted.

(P) 304.1.1 Unsafe conditions. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the MSBC or the Minnesota Conservation Code as required for existing buildings:

1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
3. Structures or components thereof that have reached their limit state.
4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

Exceptions:

1. Where substantiated otherwise by an approved method.
2. Demolition of unsafe conditions shall be permitted where approved by the code official.

(Q) Section 304.3 Premises identification. Buildings shall have *approved* address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be not less than ~~4 inches~~ 6 inches (102 mm) in height with a minimum stroke width of 0.5 inch (12.7 mm). Commercial building identification are a minimum of 12 inches in height. Section 505.1 MN State Fire Code

(R) Section 304.14 Insect screens. During the period from May 15 to October 15, every door, window and other outside opening required for *ventilation* of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with *approved* tightly fitting screens of minimum 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition.

(S) Section 304.15.1 Apartment Security System. For the purpose of providing a reasonable amount of safety and general welfare for persons occupying apartment dwellings, an approved security system shall be maintained for each apartment building to control access. The security system shall consist of locked building entrance or foyer doors and lock doors leading from hallways into individual dwelling units. Dead-latch type door locks shall be provided with lever knobs (or ~~doorknobs~~) on the inside of the building entrance doors and with key cylinders on the outside of building entrance doors. Building entrance door latches shall be of a type that is permanently locked from the outside and permanently unlocked from the inside.

(T) Section 304.19 Gates. In accordance with the MSBC, and the Brooklyn Park Zoning Code, gates required to be self-closing and self-latching shall be maintained such that, when released, they will positively close and latch.

~~Exterior gates, gate assemblies, operator systems if provided, and hardware shall be maintained in good condition. Latches at all entrances shall tightly secure the gates.~~

(U) Section 305.1.1 Unsafe conditions. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the MSBC or the Minnesota Conservation Code as required for existing buildings:

1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
3. Structures or components thereof that have reached their limit state.
4. Structural members are incapable of supporting nominal loads and load effects.
5. Stairs, landings, balconies and all similar walking surfaces, including *guards* and handrails, are not structurally sound, not properly *anchored* or are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects.
6. Foundation systems that are not firmly supported by footings are not plumb and free from open cracks and breaks, are not properly *anchored* or are not capable of supporting all nominal loads and resisting all load effects.

Exceptions:

1. Where substantiated otherwise by an *approved* method.
2. Demolition of unsafe conditions shall be permitted where *approved* by the *code official*.

(V) **Section 305.3 Interior surfaces.** Interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, replaced, or removed or covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected.

(W) **Section 305.4 Stairs and walking surfaces.** Every stair, ramp, landing, balcony, porch, deck or other walking surface shall be maintained in sound condition, and good repair, and free from hazardous conditions.

(X) **Section 306.1.1 Unsafe conditions.** Where any of the following conditions cause the component or system to be beyond its limit state, the component or system shall be determined as unsafe and shall be repaired or replaced to comply with the MSBC or the Minnesota Conservation Code as required for existing buildings:

1. Soils that have been subjected to any of the following conditions:
 1. Collapse of footing or foundation system.
 2. Damage to footing, foundation, concrete or other structural element due to soil expansion.
 3. Adverse effects to the design strength of footing, foundation, concrete or other structural element due to a chemical reaction from the soil.
 4. Inadequate soil as determined by a geotechnical investigation.
 5. Where the allowable bearing capacity of the soil is in doubt.
 6. Adverse effects to the footing, foundation, concrete or other structural element due to the ground water table.
2. Concrete that has been subjected to any of the following conditions:
 1. *Deterioration.*
 2. *Ultimate deformation.*
 3. Fractures.
 4. Fissures.
 5. Spalling.
 6. Exposed reinforcement.
 7. *Detached*, dislodged or failing connections.
3. Aluminum that has been subjected to any of the following conditions:
 1. *Deterioration.*
 2. Corrosion.
 3. Elastic deformation.
 4. *Ultimate deformation.*
 5. Stress or strain cracks.
 6. Joint fatigue.
 7. *Detached*, dislodged or failing connections.
4. Masonry that has been subjected to any of the following conditions:
 1. *Deterioration.*
 2. *Ultimate deformation.*
 3. Fractures in masonry or mortar joints.
 4. Fissures in masonry or mortar joints.
 5. Spalling.
 6. Exposed reinforcement.
 7. *Detached*, dislodged or failing connections.
5. Steel that has been subjected to any of the following conditions:
 1. *Deterioration.*
 2. Elastic deformation.
 3. *Ultimate deformation.*
 4. Metal fatigue.

5. *Detached*, dislodged or failing connections.
6. Wood that has been subjected to any of the following conditions:
 1. Ultimate deformation.
 2. Deterioration.
 3. Damage from insects, rodents and other vermin.
 4. Fire damage beyond charring.
 5. Significant splits and checks.
 6. Horizontal shear cracks.
 7. Vertical shear cracks.
 8. Inadequate support.
 9. *Detached*, dislodged or failing connections.
 10. Excessive cutting and notching.

Exceptions:

1. Where substantiated otherwise by an *approved* method.
2. Demolition of unsafe conditions shall be permitted where *approved* by the *code official*.

(Y) Section 307.1 General. Every exterior and interior flight of stairs having more than four risers shall have a handrail on one side of the stair and every open portion of a stair, landing, balcony, porch, deck, ramp or other walking surface that is more than 30 inches (762 mm) above the floor or grade below shall have *guards*. Handrails shall be not less than ~~30~~ 32 inches (762 mm) in height or more than ~~42~~ 38 inches (1067 mm) in height measured vertically above the nosing of the tread or above the finished floor of the landing or walking surfaces. *Guards* shall be not less than 30 inches (762 mm) in height above the floor of the landing, balcony, porch, deck, or ramp or other walking surface.

Exception: *Guards* shall not be required where exempted by the adopted building code.

(Z) Section 309.3 Single occupant. Not adopted.

(AA) Section 401.3 Alternative devices. In lieu of the means for natural light and *ventilation* herein prescribed, artificial light or mechanical *ventilation* complying with the MSBC shall be permitted.

(BB) Section 403.4 Process ventilation. In accordance with the MSBC and the State Fire Code (SFC), where injurious, toxic, irritating or noxious fumes, gases, dusts or mists are generated, a local exhaust ventilation system shall be provided to remove the contaminating agent at its source. Air shall be exhausted to the exterior and not be re-circulated to any space.

(CC) Section 502.3 Hotels. Not adopted.

(DD) Section 502.5 Public toilet facilities. Public toilet facilities shall be maintained in a safe, sanitary and working condition in accordance with the Minnesota State Plumbing Code. Except for periodic maintenance or cleaning, public access and use shall be provided to the toilet facilities at all times during *occupancy* of the *premises*.

(EE) Section 505.1 General. Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an *approved* private water system. Kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water in accordance with the Minnesota State Plumbing Code.

(FF) Section 505.5.1 Abandonment of systems. Where a nonpotable water reuse system or a rainwater collection and distribution system is not maintained or the owner ceases use of the system, the system shall be abandoned in accordance with the Minnesota State Plumbing Code.

(GG) Section 602.2 Residential occupancies. Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 68°F (20°C) in all habitable rooms, *bathrooms* and *toilet rooms* based on the winter outdoor design temperature for the locality indicated in the Minnesota State Energy Code. Cooking appliances shall not be used, nor shall portable unvented fuel-burning space heaters be used, as a means to provide required heating.

Exception: In areas where the average monthly temperature is above 30°F (-1°C), a minimum temperature of 65°F (18°C) shall be maintained.

(HH) Section 602.3 Heat supply. Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat during the period from September 15 to May 15 to maintain a minimum temperature of 68°F (20°C) in all habitable rooms, bathrooms and toilet rooms.

Exceptions:

1. When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity. ~~The winter outdoor design temperature for the locality shall be as indicated in Appendix D of the *International Plumbing Code*.~~
2. In areas where the average monthly temperature is above 30°F (-1°C), a minimum temperature of 65°F (18°C) shall be maintained.

(II) 602.4 Occupiable work spaces. Indoor occupiable work spaces shall be supplied with heat during the period from September 15 to May 15 to maintain a minimum temperature of 65°F (18°C) during the period the spaces are occupied.

Exceptions:

1. Processing, storage and operation areas that require cooling or special temperature conditions.
2. Areas in which persons are primarily engaged in vigorous physical activities.

(JJ) Section 604.1 Facilities required. Every occupied building shall be provided with an electrical system in compliance with the requirements of this section, Minnesota State Electrical Code, and Section 605.

(KK) Section 604.2 Service. The size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with the Minnesota State Electrical Code, ~~NFPA 70~~. *Dwelling units* shall be served by a three-wire, 120/240 volt, single-phase electrical service having a minimum rating of 60 amperes.

(LL) Section 604.3.1.1 Electrical equipment. Electrical distribution equipment, motor circuits, power equipment, transformers, wire, cable, flexible cords, wiring devices, ground fault circuit interrupters, surge protectors, molded case circuit breakers, low-voltage fuses, luminaires, ballasts, motors and electronic control, signaling and communication equipment that have been exposed to water shall be replaced in accordance with the provisions of the MSBC and the Minnesota Electrical Code.

Exception: The following equipment shall be allowed to be repaired where an inspection report from the equipment manufacturer or *approved* manufacturer's representative indicates that the equipment has not sustained damage that requires replacement:

1. Enclosed switches, rated not more than 600 volts or less.
2. Busway, rated not more than 600 volts.
3. Panelboards, rated not more than 600 volts.
4. Switchboards, rated not more than 600 volts.
5. Fire pump controllers, rated not more than 600 volts.
6. Manual and magnetic motor controllers.

7. Motor control centers.
8. Alternating current high-voltage circuit breakers.
9. Low-voltage power circuit breakers.
10. Protective relays, meters and current transformers.
11. Low- and medium-voltage switchgear.
12. Liquid-filled transformers.
13. Cast-resin transformers.
14. Wire or cable that is suitable for wet locations and whose ends have not been exposed to water.
15. Wire or cable, not containing fillers, that is suitable for wet locations and whose ends have not been exposed to water.
16. Luminaires that are listed as submersible.
17. Motors.
18. Electronic control, signaling and communication equipment.

(MM) Section 604.3.2.1 Electrical equipment. Electrical switches, receptacles and fixtures, including furnace, water heating, security system and power distribution circuits, that have been exposed to fire, shall be replaced in accordance with the provisions of the MSBC and the Minnesota Electrical Code.

Exception: Electrical switches, receptacles and fixtures that shall be allowed to be repaired where an inspection report from the equipment manufacturer or *approved* manufacturer's representative indicates that the equipment has not sustained damage that requires replacement.

(NN) Section 606.1 General. Elevators, dumbwaiters and escalators shall be maintained in compliance with Minnesota Elevator and Related Devices Code. The most current certificate of inspection shall be on display at all times within the elevator or attached to the escalator or dumbwaiter, be available for public inspection in the office of the building *operator* or be posted in a publicly conspicuous location *approved* by the *code official*. The inspection and tests shall be performed at not less than the periodic intervals listed in the Minnesota Elevator and Related Devices Code, except where otherwise specified by the authority having jurisdiction.

(OO) Section 702.1 General. A safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the *public way*. Means of egress shall comply with the Minnesota State Fire Code.

(PP) Section 702.2 Aisles. The required width of aisles in accordance with the Minnesota State Fire Code shall be unobstructed.

(QQ) Section 702.3 Locked doors. Means of egress doors shall be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort, except where the door hardware conforms to that permitted by the MSBC.

(RR) Section 703.2 Unsafe conditions. Where any components are not maintained and do not function as intended or do not have the fire resistance required by the code under which the building was constructed or altered, such components or portions thereof shall be deemed unsafe conditions in accordance with the Minnesota State Fire Code. Components or portions thereof determined to be unsafe shall be repaired or replaced to conform to that code under which the building was constructed or altered. Where the condition of components is such that any building, structure or portion thereof presents an imminent danger to the occupants of the building, structure or portion thereof, the fire code official shall act in accordance with Minnesota State Fire Code.

(SS) Section 703.3.2 Smoke barriers and smoke partitions. Required smoke barriers and smoke partitions shall be maintained to prevent the passage of smoke. Openings protected with approved smoke barrier doors or smoke dampers shall be maintained in accordance with Minnesota State Fire Code NFPA-105.

(TT) Section 703.3.3 Fire walls, fire barriers, and fire partitions. Required fire walls, fire barriers and fire partitions shall be maintained to prevent the passage of fire. Openings protected with approved doors or fire dampers shall be maintained in accordance with Minnesota State Fire Code NFPA-80.

(UU) Section 703.4 Opening protectives. Opening protectives shall be maintained in an operative condition in accordance with Minnesota State Fire Code NFPA-80. The application of field-applied labels associated with the maintenance of opening protectives shall follow the requirements of the approved third-party certification organization accredited for listing the opening protective. Fire doors and smoke barrier doors shall not be blocked or obstructed, or otherwise made inoperable. Fusible links shall be replaced whenever fused or damaged. Fire door assemblies shall not be modified.

(VV) Section 703.7 Vertical shafts. Interior vertical shafts, including stairways, elevator hoistways and service and utility shafts, which connect two or more stories of a building shall be enclosed or protected as required in Minnesota State Fire Code. New floor openings in existing buildings shall comply with the MSBC.

(WW) Section 704.1 Inspection, testing and maintenance. Fire detection, alarm and extinguishing systems, mechanical smoke exhaust systems, and smoke and heat vents shall be maintained in accordance with the Minnesota State Fire Code in an operative condition at all times, and shall be replaced or repaired where defective.

(XX) Section 704.1.2 Required fire protection systems. Fire protection systems required by this code, the Minnesota State Fire Code or the MSBC shall be installed, repaired, operated, tested and maintained in accordance with this code. A fire protection system for which a design option, exception or reduction to the provisions of this code, the Minnesota State Fire Code or the MSBC has been granted shall be considered to be a required system.

(YY) Section 704.1.3 Fire protection systems. Fire protection systems shall be inspected, maintained and tested in accordance with the following Minnesota State Fire Code requirements.

1. Automatic sprinkler systems, see Section 903.5.
2. Automatic fire-extinguishing systems protecting commercial cooking systems, see Section 904.12.5.
3. Automatic water mist extinguishing systems, see Section 904.11.
4. Carbon dioxide extinguishing systems, see Section 904.8.
5. Carbon monoxide alarms and carbon monoxide detection systems, see Section 915.6.
6. Clean-agent extinguishing systems, see Section 904.10.
7. Dry-chemical extinguishing systems, see Section 904.6.
8. Fire alarm and fire detection systems, see Section 907.8.
9. Fire department connections, see Sections 912.4 and 912.7.
10. Fire pumps, see Section 913.5.
11. Foam extinguishing systems, see Section 904.7.
12. Halon extinguishing systems, see Section 904.9.
13. Single- and multiple-station smoke alarms, see Section 907.10.
14. Smoke and heat vents and mechanical smoke removal systems, see Section 910.5.
15. Smoke control systems, see Section 909.20.
16. Wet-chemical extinguishing systems, see Section 904.5.

(ZZ) Section 704.2 Standards. Fire protection systems shall be inspected, tested and maintained in accordance with the referenced standards listed in Table 704.2 and as required in this section and the Minnesota State Fire Code.

TABLE 704.2
FIRE PROTECTION SYSTEM MAINTENANCE STANDARDS

SYSTEM	STANDARD
Portable fire extinguishers	<u>NFPA 10</u>
Carbon dioxide fire-extinguishing system	<u>NFPA 12</u>
Halon 1301 fire-extinguishing systems	<u>NFPA 12A</u>
Dry-chemical extinguishing systems	<u>NFPA 17</u>
Wet-chemical extinguishing systems	<u>NFPA 17A</u>
Water-based fire protection systems	<u>NFPA 25</u>
Fire alarm systems	<u>NFPA 72</u>
Smoke and heat vents	<u>NFPA 204</u>
Water-mist systems	<u>NFPA 750</u>
Clean-agent extinguishing systems	<u>NFPA 2001</u>

(AAA) Section 704.3 Systems out of service. Where a required fire protection system is out of service, the fire department and the fire code official shall be notified immediately and, where required by the fire code official, either the building shall be evacuated or an approved fire watch shall be provided for all occupants left unprotected by the shutdown until the fire protection system has been returned to service. Where utilized, fire watches shall be provided with not less than one approved means for notification of the fire department and shall not have duties beyond performing constant patrols of the protected premises and keeping watch for fires. Actions shall be taken in accordance with Minnesota State Fire Code to bring the systems back in service.

(BBB) Section 704.3.1 Emergency impairments. Where unplanned impairments of fire protection systems occur, appropriate emergency action shall be taken to minimize potential injury and damage. The impairment coordinator shall implement the steps outlined in Minnesota State Fire Code.

(CCC) Section 704.4.2 Removal of existing occupant-use hose lines. The fire code official is authorized to permit the removal of existing occupant-use hose lines where all of the following apply:

1. The installation is not required by the Minnesota State Fire Code or the MSBC.
2. The hose line would not be utilized by trained personnel or the fire department.
3. The remaining outlets are compatible with local fire department fittings.

(DDD) Section 704.4.3 Termination of monitoring service. For fire alarm systems required to be monitored by the Minnesota State Fire Code, notice shall be made to the fire code official whenever alarm monitoring services are terminated. Notice shall be made in writing by the provider of the monitoring service being terminated.

(EEE) Section 704.5.1 Fire department connection access. Ready access to fire department connections shall be maintained at all times and without obstruction by fences, bushes, trees, walls or any other fixed or movable object. Access to fire department connections shall be approved by the fire chief.

Exception: Fences, where provided with an access gate equipped with a sign complying with the legend requirements of Minnesota State Fire Code and a means of emergency operation. The gate and the means of emergency operation shall be approved by the fire chief and maintained operational at all times.

(FFF) Section 704.6.4 Smoke detection system. Smoke detectors listed in accordance with UL 268 and provided as part of the building's fire alarm system shall be an acceptable alternative to single- and multiple-station smoke alarms and shall comply with the following:

1. The fire alarm system shall comply with all applicable requirements in the Minnesota State Fire Code.
2. Activation of a smoke detector in a dwelling or sleeping unit shall initiate alarm notification in the *dwelling* or *sleeping unit* in accordance with the Minnesota State Fire Code.
3. Activation of a smoke detector in a *dwelling* or *sleeping unit* shall not activate alarm notification appliances outside of the *dwelling* or *sleeping unit*, provided that a supervisory signal is generated and monitored in accordance with Minnesota State Fire Code.

(GGG) Section 705.1 General. Carbon monoxide alarms shall be installed in dwellings in accordance with the Minnesota State Fire Code, except that alarms in dwellings covered by the Minnesota Residential Code shall be installed in accordance with that code.

(HHH) 705.2 Carbon monoxide alarms and detectors. Carbon monoxide alarms and carbon monoxide detection systems shall be maintained in accordance with Minnesota State Fire Code. Carbon monoxide alarms and carbon monoxide detectors that become inoperable or begin producing end-of-life signals shall be replaced.

(III) Section A102 Materials. Not adopted.

(JJJ) Section A103 Installation. Not adopted.

(KKK) Section A104 Referenced standard. Whenever this code refers to the International Codes, such references shall be deemed to be to the comparable applicable code as adopted by the State of Minnesota. Whenever this code refers to the International Zoning Code, such references shall be deemed to be the City of Brooklyn Park Zoning Ordinance.

City of Brooklyn Park Request for Council Action

Agenda Item:	4.5	Meeting Date:	May 27, 2025
Agenda Section:	Consent	Originating Department:	Operations and Maintenance Engineering Services Division
Resolution:	X	Prepared By:	Mitch Robinson, Assistant City Engineer
Ordinance:	N/A		
Attachments:	2	Presented By:	Marc Culver, City Engineer
Item:	Approve Change Order 1 for CIP 4014 109 th Avenue Reconstruction		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2025-_____ APPROVING CHANGE ORDER 1 FOR CIP 4014 109TH AVENUE RECONSTRUCTION.

Overview:

The City of Champlin and the City of Brooklyn Park share ownership of 109th Avenue. Both communities have been working together since 2015 to develop plans and obtain funds to reconstruct 109th Ave from Jefferson Hwy to Winnetka Ave. The communities have been awarded \$2.5 million in regional solicitation grants and \$10 million in State bonding funds. The Joint Powers Agreement for the project requires both cities to approve change orders for the project. The City of Champlin is the lead agency for the project

The project is generating excess material due to the widening of the roadway. The disposal site location for the excess material changed from the original bid location due to the landowner no longer allowing it. The excess material will be placed on the City owned parcel at 101st and Winnetka Avenue. The material will be used with the upcoming CIP 4056 Winnetka Underpass project to raise the profile of the roadway.

The estimated cost of Change Order 1 is \$126,250. The original contract for the project was awarded to North Pine Aggregate for \$6,023,094.15. The cost will be split between Champlin and Brooklyn Park.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues:

The \$10 million in State bonding funds secured for the project would cover Change Order 1.

Attachments:

- 4.5A RESOLUTION
- 4.5B CHANGE ORDER 1

RESOLUTION #2025-

RESOLUTION APPROVING CHANGE ORDER 1 FOR CIP 4014 109 AVENUE RECONSTRUCTION

WHEREAS, Brooklyn Park and Champlin have a Joint Powers Agreement for Construction Services for 109th Avenue from Jefferson Highway to Winnetka Ave; and

WHEREAS, the Joint Powers Agreement appointed Champlin as the lead agency and requires each city to approve change orders for the project; and

WHEREAS, the contractor, North Pine Aggregate, was awarded the contract from the City of Champlin in the amount of \$6,023,094.15; and

WHEREAS, in the proper performance of the contract unforeseen conditions were encountered requiring unit price adjustment from the original contract.

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

The City approves Change Order 1 for CIP 4014 109th Avenue Reconstruction in the estimated amount of \$126,050.



SP/SAP 193-106-017	Minn. Project No.	Change Order No. 1
Project Location: 109th Avenue North Corridor Improvements - Project 1		
Local Agency: City of Champlin		Local Project No.
Contractor: North Pine Aggregate, Inc.		Contract No.
Contractor Address: 14551 Lake Drive NE Forest Lake, MN 55025		
Total Change Order Amount: \$126,250.00		

Issue:
In accordance with the terms of this Contract, you are hereby authorized and instructed to perform the work as altered by the following provisions.

The Engineer in concurrence with the City of Champlin and Brooklyn Park and the Contractor, agree that additional compensation is required on common excavation due to the disposal site location changing from the bid location. Pre bid location of common excavation was to be disposed of adjacent to the project site but is unable to be hauled there now due to the landowner no longer allowing it. A new disposal site has been determined and is located in Brooklyn Park at the corner of Winnetka and 101st Avenue, which is approximately 1 mile from the project site.

Measurement of all excavated material will be completed by truck counts per each size of truck used at a Loose Volume calculation.

This work will be considered "Contract Revisions" as provided for by Specification 1402. Payment for this work will be at negotiated unit prices.

Contract Time: is not changed

Estimate Of Cost: (Include any increases or decreases in contract items, any negotiated or force account items.)						
Group/Funding Category**	Item No.	Description	Unit	Unit Price	+ or - Quantity	+ or - Amount \$
Participating - State Aid / Brooklyn Park / SAP 110-137-005 (Jeff Hwy)	2105.507	COMMON EXCAVATION	C Y	\$5.05	3750	\$18,937.50
Participating - State Aid / Champlin / SAP 193-114-005 (Jeff Hwy)	2105.507	COMMON EXCAVATION	C Y	\$5.05	1250	\$6,312.50
Participating - State Aid / SAP 110-113-017 (109th)	2105.507	COMMON EXCAVATION	C Y	\$5.05	10000	\$50,500.00
Participating - State Aid / SAP 193-106-017 (109th)	2105.507	COMMON EXCAVATION	C Y	\$5.05	10000	\$50,500.00
Net Change this Change Order						\$126,250.00

****Group/funding category is required for federal aid projects**



Project Engineer:  Date: 5/21/2025

Print Name: Paul Kyle Phone: 612-360-1310

Contractor: Sam Weaver Date: 5/21/25

Print Name: Sam Weaver Phone: 651-888-7906

City of Champlin: _____ Date: _____

Print Name _____ Phone: _____

City of Brooklyn Park: _____ Date: _____

Print Name _____ Phone: _____

DSAE Portion: The State of Minnesota is not a participant in this contract. Signature by the District State Aid Engineer is for FUNDING PURPOSES ONLY and for compliance with State and Federal Aid Rules/Policy. Eligibility does not guarantee funds will be available.

This work is eligible for: Federal Funding State Aid Funding Local funds

District State Aid Engineer: _____ Date: _____

City of Brooklyn Park Request for Council Action

Agenda Item:	4.6	Meeting Date:	May 27, 2025
Agenda Section:	Consent	Originating Department:	Operations and Maintenance Engineering Services Division
Resolution:	X	Prepared By:	Mitch Robinson, Assistant City Engineer
Ordinance:	N/A		
Attachments:	3	Presented By:	Marc Culver, P.E. City Engineer
Item:	Approve Subordinate Funding Agreement 1 To Master Funding Agreement for Metro Blue Line Extension Light Rail Transit Project		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2025-_____, APPROVING SUBORDINATE FUNDING AGREEMENT 1 TO MASTER FUNDING AGREEMENT FOR METRO BLUE LINE EXTENSION LIGHT RAIL TRANSIT PROJECT.

Overview:

The proposed Metro Blue Line Extension Light Rail Transit project will operate northwest from downtown Minneapolis through Golden Valley, Robbinsdale, Crystal and Brooklyn Park. The proposed 13.4 mile alignment is primarily at-grade and will have 12 new stations, including 5 stations in Brooklyn Park.

A significant amount of City staff time and workload will be dedicated to the project as it progresses through final design and into construction. The Metropolitan Council is proposing to supplement \$390,000 in funding for City professional services related to the Blue Line Extension. This Subordinate Funding Agreement will work in conjunction with the Master Funding Agreement for the project effective April 13, 2018.

Staff intends to dedicate an engineering staff member to work primarily on the Blue Line Extension project. Costs and staff time associated with the Blue Line Extension project incurred by that staff member will be reimbursed through this agreement.

Staff recommends approval of Subordinate Funding Agreement 1.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues:

Cost and staff time incurred by the designated staff member will be reimbursed through the Subordinate Funding Agreement.

Attachments:

- 4.6A RESOLUTION
- 4.6B SUBORDINATE FUNDING AGREEMENT 1
- 4.6C MASTER FUNDING AGREEMENT

RESOLUTION #2025-

RESOLUTION APPROVING SUBORDINATE FUNDING AGREEMENT 1 TO MASTER FUNDING AGREEMENT FOR METRO BLUE LINE EXTENSION LIGHT RAIL TRANSIT PROJECT

WHEREAS, the proposed Metro Blue Line Extension Light Rail Transit project will operate northwest from downtown Minneapolis through Golden Valley, Robbinsdale, Crystal and Brooklyn Park; and

WHEREAS, the City will designate an engineering staff member to work primarily on the Blue Line Extension; and

WHEREAS, Metropolitan Council will supplement City staff professional services up to \$390,000 under Subordinate Funding Agreement 1; and

WHEREAS, Subordinate Funding Agreement 1 works in conjunction with the Master Funding Agreement for the project effective April 13, 2018.

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Brooklyn Park to authorize and approve the Subordinate Funding Agreement for Brooklyn Park staffing services for the Blue Line Extension Light Rail Transit Project subject to any subsequent changes approved by the City Manager and the City's legal counsel.

Reference Numbers:BLE Project: 61403

Metropolitan Council: 18I009A

City of Brooklyn Park:

PROJECT: BLUE LINE EXTENSION LIGHT RAIL TRANSIT PROJECT**MASTER AGREEMENT:** Master Funding Agreement #18I009 – City of Brooklyn Park (“MFA”)**PARTIES TO AGREEMENT:**

- Metropolitan Council (“Council”)
- City of Brooklyn Park, Minnesota (“City”)

**SUBORDINATE FUNDING AGREEMENT #01 TO MFA
City of Brooklyn Park 2025 and 2026 Staff Support**

This Subordinate Funding Agreement (“SFA”) with the City of Brooklyn Park (“City”) is entered by and between the above-named Parties.

WHEREAS:

1. The Parties entered a Metro Blue Line Extension Light Rail Transit Project (“Project”) Master Funding Agreement (“MFA”) effective on April 13, 2018 (Council Agreement #18I009).
2. The Parties provided in the MFA that certain aspects of funding for the Project would be determined in subsequent SFAs.
3. The Parties desire to enter this SFA to provide funding for City activities required for the Project.

NOW, THEREFORE, in reliance on the statements in these recitals, the Parties agree as follows:

1. **Amount of Authorized Funding.** The activities authorized by this SFA will not exceed \$390,000 unless authorized in a subsequent amendment to this SFA.
2. **Project Budget:** The budget for the activities described in this SFA is provided as **Exhibit A**. Funds provided in this SFA may only be used for reimbursing the City’s costs for activities directly incurred within the described Specific Description of Funding Authorization below, and as detailed in the MFA. Upon prior written consent of the Council’s Authorized Representative, the City may add or substitute staff in Exhibit A without an amendment to this SFA.
3. **Specific Description of Funding Authorization:** The City professional staff costs incurred for the Project in the areas of design support, right of way, environmental review, utility relocation, and other related tasks authorized by Council’s Authorized Representative will be reimbursed according to the Total Hourly Rates set forth in Exhibit A, entitled “Staff Support Services.” Total Hourly Rates reflect each employee’s actual rate of pay, plus usual and customary labor and overhead additives. Reimbursement

payments made by the Council for the City professional staff costs will be billed monthly based on actual payroll records and in accordance with the positions authorized in Exhibit A.

4. **Project Activity Period.** The Project Activity Period for the purposes of this SFA will run from January 1, 2025 to December 31, 2026, and will terminate on the date all costs under this SFA have been reimbursed, unless terminated earlier consistent with the terms of the MFA.
5. **Contractor Agreement.** This SFA, in conjunction with the MFA, constitutes a contractor agreement for the purposes of any federal grant funds passed through the City hereby.
6. **Authorized Representatives.** Each party's Authorized Representative and successor is responsible for administering this SFA and is authorized to give and receive any notice required or permitted under this SFA.
 - a. **City's Authorized Representative is**
 - b. **Council's Authorized Representative is**
Alicia Vap, or successor
Project Director, Blue Line Extension
6465 Wayzata Boulevard, Suite 600
St. Louis Park, MN 55426
Alicia.Vap@metrotransit.org
7. **Incorporation.** The terms, conditions, and definitions of the MFA are expressly incorporated into this SFA except as modified. Furthermore, this SFA may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, will constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have caused this SFA to be executed by their fully authorized representatives on the dates indicated below.

CITY OF BROOKLYN PARK

METROPOLITAN COUNCIL

Approved as to Form

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

Approved

By: _____

Its: _____

Date: _____

EXHIBIT A
STAFF SUPPORT SERVICES

Names	Hourly	Overhead %	Loaded OH Rate	Total Hourly Rates	Est. Hours	Total
Engineering Tech II	\$42.57	48%	\$20.60	\$63.17	700	\$44,218.74
Civil Engineer	\$46.82	48%	\$22.66	\$69.48	1750	\$121,583.35
				GRAND TOTAL		\$388,026.49

Reference Numbers:

BLRT Project: 61403
 Metropolitan Council: 18I009
 City of Brooklyn Park

PROJECT: METRO BLUE LINE EXTENSION LIGHT RAIL TRANSIT PROJECT

AGREEMENT NAME: Master Funding Agreement – City of Brooklyn Park

PARTIES:

- **Metropolitan Council**
- **City of Brooklyn Park, Minnesota**

This Master Funding Agreement (“Agreement”) is entered into by and between the Metropolitan Council (“Council”), a public corporation and political subdivision of the State of Minnesota, and the City of Brooklyn Park (“City”), a Minnesota municipal corporation, herein collectively referred to as the “Parties” and individually as a “Party”. This Agreement pertains to the Council’s proposed Metro Blue Line Extension Light Rail Transit (“BLRT”) Project, referred to hereafter as the “Project”.

WHEREAS:

1. The Council, metropolitan area cities, public agencies, and transit funders are engaged in activities to develop the Project. The planned METRO Blue Line Extension would operate on approximately 13.5 miles of new double track from downtown Minneapolis to the northwest serving the communities of Minneapolis, Golden Valley, Robbinsdale, Crystal and Brooklyn Park.
2. The Council anticipates receiving grants from the Federal Transit Administration (“FTA”) for engineering and construction of the Project under a Full Funding Grant Agreement (“FFGA”) with the FTA.
3. The Council is a party to a Cooperative Funding Agreement for project development, project development continuation, and engineering with the Hennepin County Regional Railroad Authority (“HCRRA”) for the Project. The Council expects to enter a future Cooperative Funding Agreement with HCRRA for construction of the Project.
4. The Council has received grants from the Counties Transit Improvement Board (“CTIB”) for work through April 2018 for the project development and engineering phases for the Project.
5. The City may be involved in certain activities or possibly provide materials in connection with and in support of the Project, and the Council may desire to pass through federal, CTIB, or local funds to the City for costs associated with such Project activities and/or materials.
6. The City may provide funding for certain non-FFGA components which may be installed as part of, or during, Project Construction. The details of these future actions will be captured in Subordinate Funding Agreements to this Agreement.

7. This Agreement is entered into between the Parties to provide a mechanism for the transfer of Project funds from the Council to the City for activities undertaken by the City for the Project (Part One), and for the transfer of City funds to the Council for components related to, but not currently part of, the Project (Part Two). In addition, this Agreement establishes general provisions applicable to transfers from either Party to the other (Part Three).

NOW, THEREFORE, the Parties hereby agree as follows:

PART ONE

ARTICLE 1. PURPOSE

The purpose of Part One of this Agreement is to provide:

- a. A method for the transfer of funds from the Council to the City for activities performed or materials supplied by the City in connection with and in support of the Project; and
- b. Contractual provisions that address compliance with federal and state laws and regulations as well as Council procedures including, without limitation, federal requirements for the monitoring of the City's Project activities using federal grant funds.

ARTICLE 2. SUBORDINATE FUNDING AGREEMENTS TRANSFERRING FUNDS FROM COUNCIL TO CITY

2.01 Transfer of Funds from Council to City. The Council will transfer Project funds to the City for the Project activities performed by the City. The transfer of funds from the Council to the City shall be in accordance with Subordinate Funding Agreements executed pursuant to this Article 2, each of which shall state the specific purpose for the funds, the City's responsibility with respect to those funds, and establish who will own any assets constructed or remaining upon completion of the work. Each such Subordinate Funding Agreement, in conjunction with this Agreement, shall be determined by the Council to constitute a subrecipient or vendor agreement with the Council for the purposes of any federal grant funds transferred to the City. The Council shall bear no responsibility for any costs incurred by the City for the Project that exceeds the amounts committed by Subordinate Funding Agreements as such agreements may from time to time be amended.

2.02 Subordinate Funding Agreements. In accordance with Section 2.01, the Parties shall enter into Subordinate Funding Agreements to facilitate the funding by the Council of Project activities to be performed by the City. The Parties anticipate there may be multiple such Subordinate Funding Agreements between them in connection with the Project. Each Subordinate Funding Agreement shall be in a form substantially similar to that attached as Exhibit A and shall follow and be subject to the terms of Part One and Part Three of this Agreement, unless expressly agreed to in writing otherwise. Notwithstanding any other provisions of this Agreement, this Agreement itself is not intended to create a specific financial obligation for either Party or to require either Party to enter into any specific Subordinate Funding Agreements, and no liability shall attach to either Party under this Agreement for refusing to enter into one or more subsequent Subordinate Funding Agreements.

2.03 Implementation of Subordinate Funding Agreements. The Council will only reimburse the City for Project activities that are the subject of a Subordinate Funding Agreement. Prior to entering a contract with any third party (including for the acquisition of property rights) to accomplish the City's reimbursable activities, or prior to authorizing any City employees to proceed with any reimbursable activities, the City shall present a work scope (including a work schedule), staffing plan, and detailed budget for such services or expenditures to the Council for review and approval (the "Scope and Schedule"). This Scope and Schedule will form the basis of the Council's Subordinate Funding Agreement.

2.04 Council Determination of Vendor or Subrecipient Relationship. The Council shall determine whether each Subordinate Funding Agreement is a subrecipient or vendor agreement. The Council shall state its determination in the Subordinate Funding Agreement. For subrecipient agreements, the City will be responsible to FTA for compliance with applicable federal laws, regulations, and deliverables. For vendor agreements, the Council will be responsible for compliance with applicable federal laws, regulations, and deliverables.

2.05 Modifications of Subordinate Funding Agreements. The following provisions apply to modifications of any Subordinate Funding Agreement:

- a. Re-budgeting within an approved budget is allowable, as long as the budget is within the maximum amount of authorized funding.
- b. Modifications in work scope, if within the approved budget, are authorized when approved in writing by the Project Directors.
- c. Any other modifications to a Subordinate Funding Agreement shall require a written amendment of the Subordinate Funding Agreement executed by the Parties.
- d. Modification requests should be sent to the Project Directors.

2.06 Transfer of Project Funds to the City Under Subordinate Funding Agreements. The Council shall pay the City under Subordinate Funding Agreements as follows:

- a. Unless specifically agreed to by the Parties in and for a particular Subordinate Funding Agreement, payment to the City for Project costs under each Subordinate Funding Agreement shall be on a reimbursement basis based upon the submittal of invoices satisfactorily evidencing the expenditure of funds by the City for the Project.
- b. Unless specifically agreed to otherwise by the Parties in and for a particular Subordinate Funding Agreement, the City shall submit separate monthly invoices for each outstanding Subordinate Funding Agreement to the following address:

Attn: Accounts Payable
Blue Line Extension LRT Project Office
5514 West Broadway, Suite 200
Crystal, MN 55428

or to such other address or person as the Council may designate by notice in writing.

- c. Each invoice shall reference the sequential number of the Subordinate Funding Agreement under which the invoice is to be paid.

- d. Each invoice shall include the following if the corresponding Subordinate Funding Agreement was determined by the Council to create a subrecipient relationship:
 - i. Subrecipient Payment Request Form (Form C-22A-BPO) as shown in Exhibit B,
 - ii. Subrecipient Monthly Progress Report (Form BPO P1) as shown in Exhibit B, and
 - iii. Itemization of the expenditures for which payment is requested using the Subrecipient Invoice Detail (Form BPO F1) as shown in Exhibit B, along with supporting documentation.
- e. Each invoice shall include the following if the corresponding Subordinate Funding Agreement was determined by the Council to create a vendor relationship:
 - i. BPO Payment Request Form (either Engineering-Consultant or Construction)
 - 1) Engineering-Consultant Payment Request Form (Form C22A) as shown in Exhibit B for engineering related expenses, or
 - 2) Construction Payment Request Form (Form C21A) as shown in Exhibit B for construction related expenses,
 - ii. A description of activities undertaken in accordance with the Subordinate Funding Agreement, and
 - iii. An itemized list of the expenditures for which payment is requested, along with any supporting documentation.
- f. If a Disadvantaged Business Enterprise (“DBE”) goal applies to the work performed under a Subordinate Funding Agreement, invoices shall include a DBE Reporting Form as shown in Exhibit B, or such other format as may be prescribed by the Council, and shall include the information required by Section 4.06(e) of this Agreement.
- g. After receipt of an invoice, the Council may request additional information from the City regarding the invoice in order to verify the accuracy and appropriateness of the expenditures for which reimbursement is requested or as required by the FTA for reporting purposes.
- h. Upon receipt of an invoice, the Council will make prompt payment of undisputed amounts as required by Minnesota Statutes, Section 471.425. Under either 49 C.F.R. § 18.22 or Minnesota State Statutes Section 471.425, the Council may dispute or deny part or all of any invoice payment request if it reasonably believes that the requested payment does not conform to the terms of this Agreement and the applicable Subordinate Funding Agreement. The Parties will promptly meet to review and discuss any disputed or denied payment requests and the dispute resolution process outlined in Section 6.11 of this Agreement will ensue if the Parties cannot agree. If the Council does not pay the invoiced amount within 35 days of its receipt, the Council shall pay interest on the non-disputed amount at the rate of 1-1/2 percent per month.
- i. No invoice payment shall be made by the Council without prior amendment to the applicable Subordinate Funding Agreement, which would cause distribution of

Project funds to exceed, cumulatively through such payment, the maximum amount of authorized funding under the applicable Subordinate Funding Agreement.

- j. Distribution of any funds to the City pursuant to an invoice, or approval of any report, shall not be construed as a Council waiver of any City noncompliance with this Agreement or the applicable Subordinate Funding Agreement.

2.07 Repayment of Unauthorized Use of Project Funds. Upon a finding by the Council that the City has made an unauthorized or undocumented use of Project funds, and upon a demand for repayment issued by the Council and supported by the reason for the finding, if the City agrees, the City shall promptly repay such amounts to the Council. If the City disagrees, the Parties will promptly meet to review and discuss any challenged use of funds already paid and the dispute resolution process outlined in Section 6.11 will ensue if the Parties cannot agree. Neither Party shall be deemed to have waived any rights or remedies available under state law, federal law, common law, or otherwise.

2.08 Prompt Payment to Subcontractors. Consistent with Minnesota Statutes, Section 473.142(f), if the City subcontracts any portion of the work under this Agreement or Subordinate Funding Agreements, the City shall pay such subcontractor within 10 Days of City's receipt of payment from the Council for undisputed services provided by the subcontractor. The City shall not, by reason of said payments, be relieved from responsibility for work done by the subcontractor and shall be responsible for the entire work under this Agreement or Subordinate Funding Agreement until the same is finally accepted by Council.

ARTICLE 3. REQUIREMENTS FOR PROJECT FUNDED WORK

3.01 Allowable Costs; Unspent Funds. The City is authorized to use funds provided by the Council under this Agreement and per the terms of the Subordinate Funding Agreements only for allowable costs directly incurred for the Project. Allowable costs will be determined in accordance with the documents referenced in Section 4.05. Funds provided by the Council in Subordinate Funding Agreements may only be used for costs directly incurred:

- a. within the authorized work scope,
- b. during the project activity period, and
- c. in accordance with the approved budget for the funds.

Any funds provided to the City under this Agreement and applicable Subordinate Funding Agreements which remain unspent after completion of the relevant Project activity shall be promptly repaid to the Council.

3.02 Documentation of Project Costs. All costs charged to the Project by the City must be supported by proper documentation, including properly executed payrolls, time records, invoices, contracts, receipts for expenses, or vouchers, evidencing in detail the nature and propriety of the charges per the requirements of Section 4.02 of this Agreement.

3.03 Establishment of Capital Assets. If Capital Assets, as defined by FTA and determined by the Council in a Subordinate Funding Agreement, are procured by or provided to the City under a Subordinate Funding Agreement, invoices shall include an Asset Tracking Log as shown in Exhibit B, or such other format as may be prescribed by the Council.

3.04 Establishment and Maintenance of Project Information. The City agrees to establish and maintain accurate, detailed, complete, and separate books, accounts, financial records, documentation, and inspection and quality assurance reports produced by City staff and/or contractors, and other evidence relating to the receipt and expenditure of all Project funds. All such Project information shall be established and maintained in accordance with generally accepted government accounting principles and practices and shall be retained intact by the City until the latest of:

- a. complete performance of this Agreement and all Subordinate Funding Agreements entered into pursuant thereto;
- b. six years following the term of this Agreement and all Subordinate Funding Agreements entered into pursuant thereto;
- c. six years following the close out of the Project by the Council and the FTA; or
- d. if any litigation, claim, or audit is commenced during any such periods, when all such litigation, claims or audits have been resolved.

If the City engages any contractors to perform any part of the Project activities, the City agrees that the contract for such services shall include provisions requiring the contractor to establish and maintain Project information in accordance with the provisions of this Article and to allow audit of such information in the same manner provided with respect to the City in Section 3.05.

The provisions of this Section 3.04 shall survive termination of this Agreement.

3.05 Reimbursed Costs Audit. The accounts and records of the City relating to the reimbursable costs for the Project shall be audited in the same manner as all other accounts and records of the City are audited. During the time of maintenance of information under Section 3.04, authorized representatives of the Council, the Legislative Auditor and/or State Auditor in accordance with Minnesota Statutes, Section 16C.05, subdivision 5, the United States Secretary of Transportation, the FTA Administrator, and the United States Comptroller General in accordance with 49 U.S.C. Section 5325(g) will have access to all such books, records, documents, accounting practices and procedures, and other information for the purpose of inspection, audit, and copying during normal business hours. Proper facilities for such access and inspection shall be provided by the City.

The provisions of this Section 3.05 shall survive termination of this Agreement.

3.06 Contract Information. The City shall, in connection with any contract entered into for the Project:

- a. Keep the Council informed as to the progress of such contract;
- b. Allow authorized representatives of the Council access to all meetings and documentation related to such contract; and
- c. Upon request, promptly provide the Council with copies of correspondence between the City and the contractor related to such contract.

ARTICLE 4. FEDERAL REQUIREMENTS

4.01 Federal Requirements. Monies that may be provided to the City by the Council pursuant to this Agreement may be funded in whole or in part by the FTA. The requirements in this Article 4 are in addition to and, unless inconsistent and irreconcilable, do not supplant requirements found elsewhere in this Agreement. If any requirement in this article is inconsistent with a provision found elsewhere in this Agreement and is irreconcilable with such provision, the requirement in this Article 4 shall prevail.

4.02 Incorporation of Federal Grant. As the Council receives federal grants, including a potential Full Funding Grant Agreement, with respect to the Project, the Council will provide the City with a copy of each grant. The terms of each grant and any amendments shall be automatically incorporated by reference into this Agreement without further action by the Parties. These grants are collectively referred to in this Agreement as the "Federal Grants." When performing work or expending funds for Project activities, the City agrees to comply with all applicable terms and conditions of the Federal Grants received by the Council with respect to the Project.

4.03 Incorporation of Specific Federal Requirements. Specifically, and without limitation, the City agrees to comply with the federal requirements set forth in Exhibit C and agrees to require, unless specifically exempted, third party contractors at every tier to comply with the same.

4.04 Federal Certifications and Assurances; Execution and Incorporation. The City agrees to comply with and to certify compliance with the most recent version of the federal *Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements* if determined by the Council to be a subrecipient in a Subordinate Funding Agreement. The City must certify compliance with the applicable provisions by signing the appropriate certification(s) and returning the signed certification(s) as part of the execution of the applicable Subordinate Funding Agreement. During the term of the applicable Subordinate Funding Agreement, the Council shall provide to the City the annual Federal Certifications and Assurances document, which the City shall execute and return to the Council.

4.05 Compliance with Federal Requirements; Incorporation of Specific Documents by Reference. The City agrees to comply with all federal statutes, rules, FTA Circulars, and Executive Orders which may be applicable to the Federal Grants. In particular, the City agrees to comply with the terms and conditions of the current version of the following documents when performing work or expending funds for Project activities under this Agreement or any Subordinate Funding Agreement:

- a. *FTA Master Agreement*
- b. *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*, 49 C.F.R. Part 18
- c. *Grant Management Requirements*, FTA Circular 5010.1D
- d. *Full-Funding Grant Agreements Guidance*, FTA Circular 5200.1A
- e. *Third Party Contracting Requirements*, FTA Circular 4220.1F

- f. *Cost Principles for State, Local and Indian Tribal Governments*, OMB Circular A-87
- g. *Audits of States, Local Governments, and Non-Profit Organizations*, OMB Circular A-133

as such statutes, rules, circulars, and executive orders may hereafter be amended or modified. The listed documents are incorporated by reference into this Agreement. Copies of these documents are available on the FTA website or, upon request by the City, from the Council.

4.06 Third Party Contracts. If the City decides to fulfill any of its obligations or duties under a Subordinate Funding Agreement through a third-party contract to be paid for by funds received under this Agreement, the City agrees to the following provisions. These requirements are in addition to other requirements for such contracts set forth in this Agreement.

- a. **Compliance with Federal Procurement Requirements.** The City will comply with all applicable federal law, rules, and guidance relating to such procurement including, without limitation, the provisions of the most current version of the *Third Party Contracting Requirements*, FTA Circular 4220.1F, which document is incorporated by reference into this Agreement. A copy of this document is available on the FTA website or, upon request by the City, from the Council.
- b. **Certification of City's Procurement System.** The City certifies that its procurement system complies with the standards described in the previous paragraph.
- c. **Council Approval of Contracts.** The City shall not execute any third-party contract or otherwise enter into a binding agreement until it has first received written approval from the Council. The Council's approval of any such third-party contract is solely for the benefit of the Council and shall not relieve the City of the responsibility to ensure that such contracts are in the proper form and include all state and federal requirements. Additionally, a Subrecipient Contract Initiation Memo, as shown in Exhibit B, is required to be executed prior to any procurement over \$50,000. Requests to enter into agreements should be sent to the Project Director.
- d. **Inclusion of Provisions in Lower Tier Contracts.** The City agrees to include adequate provisions to ensure compliance with applicable federal requirements in each lower tier subcontract financed in whole or in part with monies from the Project provided under this Agreement including all applicable provisions of this Agreement. Provisions to be included in such subcontracts include the provisions in Exhibit C.
- e. **Disadvantaged Business Enterprise Requirements.** For all work performed under Part One of this Agreement, the City will comply with the Council's DBE Program. In particular, the City agrees to comply with the requirements of the Council's "Disadvantaged Business Enterprise Pass Through Agreement and Program" document which is attached to and made a part of this Agreement as Exhibit D. For the purpose of Exhibit D, the following provisions apply:
 - i. The Metropolitan Council DBE Liaison Officer, or designated staff, shall act as the City DBE Liaison Officer for the purposes of work under Part One of this funding Agreement.

- ii. The City agrees to submit to the Council for review, approval, and establishment of the appropriate DBE goal a Subrecipient Contract Initiation Memo, as shown in Exhibit B, for all procurements in excess of \$50,000. Noncompliance with DBE requirements may result in sanctions, including ineligibility for reimbursement pursuant to 49 C.F.R. § 18.22.
 - iii. The City will provide reports to the Council reflecting all invoices paid on procurements for which a DBE goal has been established and identifying all DBE activity on such procurements.
 - iv. The City will report DBE activity, on the Disadvantage Business Enterprise Reporting Form, to the Council on other purchase orders and invoices not included above with each Request for Payment.
 - v. DBE eligibility will be based on the most recent DBE Directory from the Minnesota Unified Certification Program.
- f. **Federal Procurement Basics.** The City remains responsible for conforming its procurement processes to all applicable federal requirements for funds received from the Council under this Agreement and any Subordinate Funding Agreement.

4.07 Provisions Subject to Change. The City acknowledges that federal requirements in this Article 4 are subject to change and agrees that the most recent of these requirements shall govern this Agreement at any particular time.

4.08 No Federal Obligation. Monies provided under this Agreement may be financed in whole or in part by federal funds. However, payments to the City will be made by the Council. Pursuant to the Federal Transit Administration Master Agreement Section 2(f), the United States is not a party to this Agreement and no reference in this Agreement to the United States, the United States Department of Transportation, the FTA, or any representatives of the federal government makes the United States a party to this Agreement. The City shall include this clause in any contracts or Agreements entered into pursuant to this Agreement.

4.09 Special Reporting Requirements. The Council is required to report to the FTA regarding the Project activities. Accordingly, the City agrees to provide the Council with any additional or follow-up information reasonably requested by the Council, in order to meet the Council's FTA reporting requirements.

PART TWO

ARTICLE 5. SUBORDINATE FUNDING AGREEMENT TRANSFERRING FUNDS FROM CITY TO COUNCIL

5.01 Purpose. The purpose of Part Two of this Agreement is to provide a method for the transfer of City funds to the Council for components related to but currently not part of the Project, should any such payment be authorized by the City.

5.02 Transfer of Funds Requires Subordinate Funding Agreement. The City may provide funding for components related to but not part of the Project through the transfer of funds to the Council. Each such transfer of funds to the Council from the City shall be in

accordance with one or more duly executed Subordinate Funding Agreements, each of which shall define the amount of funds committed by the City to the Council, specify the purpose for the funds, and establish who will own the asset constructed or remaining upon completion of the work.

5.03 Subordinate Funding Agreements. To facilitate funding by the City in accordance with Section 5.01, the Parties shall enter into Subordinate Funding Agreements. Subordinate Funding Agreements shall be in a form similar to Exhibit A and shall follow and be subject to the terms of Parts Two and Three of this Agreement, unless expressly agreed to in writing otherwise. Notwithstanding any other provisions of this Agreement, this Agreement itself is not intended to create a specific financial obligation for either Party or to require either Party to enter into any specific Subordinate Funding Agreements, and no liability shall attach to either Party under this Agreement for refusing to enter into one or more subsequent Subordinate Funding Agreements.

5.04 Implementation of Subordinate Funding Agreements. The City will only reimburse the Council for components related to the Project that are the subject of a Subordinate Funding Agreement. Prior to entering into a contractual obligation with any third party (including for the acquisition of property rights) to accomplish the Council's obligations reimbursable by the City, or prior to authorizing any Council employees to proceed with any reimbursable actions, the Council shall present a work scope (including a work schedule), staffing plan, and detailed budget for such services or expenditures to the City for review and approval.

5.05 Modifications of Subordinate Funding Agreements. The following provisions apply to any modifications in a particular Subordinate Funding Agreement:

- a. Re-budgeting within an approved budget is allowable, as long as the budget is within the maximum amount of authorized funding.
- b. Modifications in work scope, if within the approved budget, are authorized when approved in writing by the City's Assistant City Engineer, or such other person as the City may designate by notice to the Council.
- c. Any other modifications in a particular Subordinate Funding Agreement, including any increase in the maximum amount of authorized funding or changes in the applicable activity period, shall require a formal amendment of the Subordinate Funding Agreement executed by the Parties.

5.06 Transfer of Funds to the Council Under Subordinate Funding Agreements. The City shall pay the Council under Subordinate Funding Agreements as follows:

- a. Unless specifically agreed to otherwise by the Parties in and for a particular Subordinate Funding Agreement, payment to the Council for costs under each Subordinate Funding Agreement shall be on a reimbursement basis after the submittal of invoices evidencing the expenditure of funds by the Council.
- b. The Council shall submit separate monthly invoices for each outstanding Subordinate Funding Agreement to the following address:

City of Brooklyn Park
Accounts Payable
Brooklyn Park City Hall
5200 85th Avenue North
Brooklyn Park, MN 55443

or to such other City address or person as the City may designate in writing.

- c. Unless the Parties otherwise agree, the Council shall submit each invoice to the City in the standard Council format and shall reference the sequential number of the Subordinate Funding Agreement under which the invoice is to be funded.
- d. Each invoice must include:
 - i. A description of activities undertaken in accordance with the Subordinate Funding Agreement;
 - ii. An itemized list of the expenditures for which payment is requested; and
 - iii. Any supporting documentation.
- e. The Council shall add a 3% administrative fee to each invoice to be paid by the City. The Council reserves the right to adjust the fee percentages on an annual basis as amended in a Subordinate Funding Agreement. In the event this Agreement or the Subordinate Funding Agreement is terminated, the City shall be entitled to reimbursement of any unused portions of the above fee.
- f. After receipt of an invoice, the City may request additional information from the Council regarding the invoice to verify the accuracy and appropriateness of the expenditures for which reimbursement is requested.
- g. The City shall pay the Council the approved invoice amount within 30 days of its receipt. The City may dispute all of or any part of an invoice if it reasonably believes that the requested payment does not conform to the terms of this Agreement or the applicable Subordinate Funding Agreement. If disputed, the Parties will promptly meet to review and discuss the disputed or denied payment requests and the dispute resolution process outlined in Section 6.11 of this Agreement will ensue if the Parties cannot agree. Unless the City has disputed the payment of an invoice, if the City does not pay the invoiced amount within 30 days of its receipt, the Council shall charge and the City shall pay interest on the non-disputed amount at the rate of 1-1/2 percent per month. The City shall not withhold the payment of any amount that is not in dispute.
- h. No invoice payment shall be made by the City without prior amendment to the applicable Subordinate Funding Agreement, which would cause the distribution of funds to exceed, cumulatively through such payment, the maximum amount of authorized funding under the applicable Subordinate Funding Agreement.
- i. The City's payment of any invoices or approval of any reports shall not constitute a waiver of any Council noncompliance with this Agreement or the applicable Subordinate Funding Agreement.

5.07 Repayment of Unauthorized Use of Funds. Upon a finding by the City that the Council has made an unauthorized or undocumented use of City funds, and upon a demand for repayment issued by the City and supported by the reason for the finding, if the Council agrees, the Council shall promptly repay such amounts to the City. If the Council disagrees, the Parties

will promptly meet to review and discuss any challenged use of funds already paid and dispute resolution pursuant to Section 6.11 will ensue if the Parties cannot agree. Neither Party shall be deemed to have waived any rights or remedies available under state law, federal law, common law or otherwise.

5.08 Use of Funds; Allowable Costs. The Council is authorized to use funds provided by the City under this Agreement only for costs directly incurred under a specific Subordinate Funding Agreement. Funds provided by the City under Subordinate Funding Agreements may only be used for costs directly incurred:

- a. Within the authorized work scope;
- b. During the specified activity period; and
- c. In accordance with the approved budget for the funds.

5.09 Documentation of Costs. All reimbursable costs charged to the City by the Council must be supported by proper documentation, including properly executed payrolls, time records, invoices, contracts, receipts for expenses, or vouchers, evidencing in detail the nature and propriety of the charges.

5.10 Establishment and Maintenance of Information. The Council agrees to establish and maintain accurate, detailed, complete, and separate books, accounts, financial records, documentation, and other evidence relating to the receipt and expenditure of all funds from the City. All such information shall be established and maintained in accordance with generally accepted government accounting principles and practices and shall be retained intact by the Council until the latest of:

- a. Complete performance of this Agreement and all Subordinate Funding Agreements entered into pursuant thereto;
- b. Six years following the term of this Agreement and all Subordinate Funding Agreements entered into pursuant thereto;
- c. Six years following the close out of the Project by the Council and the FTA; or
- d. If any litigation, claim, or audit is commenced during any such periods, when all such litigation, claims or audits have been resolved.

If the Council engages any contractors to perform any part of the activities reimbursable by the City, the Council agrees that the contract for such services shall include provisions requiring the contractor to establish and maintain information in accordance with the provisions of this Article and to allow audit of such information in the same manner provided with respect to the Council in this Section 5.10.

The provisions of this Section 5.10 shall survive termination of this Agreement.

5.11 Audit. The accounts and records of the Council relating to costs reimbursable by the City shall be audited in the same manner as all other accounts and records of the Council are audited. During the time of maintenance of information under Section 5.10, authorized representatives of the City; the Legislative Auditor and/or State Auditor in accordance with Minnesota Statutes, Section 16C.05, subdivision 5; the United States Secretary of Transportation; the FTA Administrator, and the United States Comptroller General in accordance

with 49 U.S.C. Section 5325(g); will have access to all such books, records, documents, accounting practices and procedures, and other information for the purpose of inspection, audit, and copying during normal business hours. Proper facilities for such access and inspection shall be provided by the Council.

The provisions of this Section 5.11 shall survive termination of this Agreement.

5.12 Use of Contractors. If the Council engages any contractors to perform any activities reimbursable by the City under Part Two of this Agreement, the Council agrees that the contract for such services shall include all of the following provisions. These requirements are in addition to other requirements for such contracts set forth in this Agreement.

- a. The contractor must maintain all records and provide all reporting as required by this Agreement.
- b. The contractor must defend, indemnify, and save harmless the City from all claims, suits, demands, damages, judgments, costs, interest, and expenses arising out of or by reason of the performance of the contracted work, caused in whole or in part by any negligent act or omission of the contractor, including negligent acts or omissions of its employees, subcontractors, or anyone for whose acts any of them may be liable.
- c. The contractor must provide and maintain insurance in amounts and types of coverage appropriate to the contracted work and naming the City as an additional insured, and provide to the Council a certificate of insurance evidencing such insurance coverage.
- d. The contractor must be an independent contractor for the purposes of completing the contracted work.
- e. The contractor must acknowledge that the contract between the Council and the contractor does not create any contractual relationship between the City and the contractor.
- f. The contractor shall perform and complete the contracted work in full compliance with this Agreement and all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the contracted work.

5.13 Contract Information. The Council shall, in connection with any contract entered into for reimbursable work under Part Two of this Agreement:

- a. Keep the City informed as to the progress of such contract;
- b. Allow authorized representatives of the City access to all meetings and documentation related to such contract;
- c. Upon request, promptly provide the City with copies of correspondence between the Council and the contractor related to any such contract; and
- d. In addition to terms specified in this Agreement, include within the Contract Documents with the contractor appropriate insurance, indemnification, and liability provisions as negotiated and accepted by the Council and the contractor. The City expects the Contract Documents will include the following: the contractor's insurance will list the City as an additional insured under the contractor's policy with a

minimum 30 day cancellation period; the contractor will defend and indemnify the City; the City will be a beneficiary of the performance and payment bonds; all warranties will extend to the City; and the City will be a third party beneficiary to the contract with the contractor with the authority to enforce the provisions of the contract.

PART THREE

ARTICLE 6. GENERAL PROVISIONS

6.01 Purpose. The purpose of Part Three of this Agreement is to establish the general provisions that apply to this Agreement and each Subordinate Funding Agreement executed by the Parties hereafter.

6.02 Independent Contractors. The Parties agree that any and all persons employed by or on behalf of a Party to perform any work or duties as an agent of a Party under this Agreement shall not be considered employees of the other Party. Any and all claims that may or might arise under the Workers Compensation Act of Minnesota on behalf of said employees or persons while so engaged, and any and all claims made by any third person as a consequence of any act or omission on the part of said employees or persons while so engaged in any of the work contemplated in this Agreement, shall not be the obligation or responsibility of the other Party. This Agreement is not intended to constitute an interchange of government employees within the meaning of Minnesota Statutes, Section 15.51, *et seq.*

6.03 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all oral agreements and negotiations between the Parties relating to the subject matter of this Agreement. As stated herein, this Agreement depends upon one or more Subordinate Funding Agreements for the actual authorization of work or transfer of any reimbursements and the terms of any subsequent Subordinate Funding Agreements shall be considered together with this Agreement.

6.04 Non-Waiver of Immunity and Limits. Nothing in this Agreement shall be construed to waive the immunities or liability limits provided in Minnesota Statutes, Section 3.736, or Minnesota Statutes, Chapter 466, or other applicable state or federal law. The provisions of Minnesota Statutes, Section 471.59, subdivision 1a, specifically apply to this Agreement.

6.05 Amendments. The terms of this Agreement may be changed only by mutual agreement of the Parties. Such changes shall be effective only upon the execution of written amendments signed by authorized officers of the Parties to this Agreement.

6.06 Non-Waiver. The failure of either Party at any time to insist upon the strict performance of any or all of the terms, conditions, and covenants in this Agreement shall not be deemed a waiver by that Party of any subsequent breach or default in the said terms, conditions, or covenants by the other Party.

6.07 Severability. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts

which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either Party.

6.08 Assignment Prohibited. Neither Party shall assign their obligations under this Agreement without receiving the express written consent of the other Party.

6.09 Time. The Parties agree that all obligations undertaken under this Agreement, and with respect to any subsequent Subordinate Funding Agreements entered into by the Parties, will be diligently performed in a manner consistent with the proper exercise of professional care and with due consideration to project timelines and constraints.

6.10 Notices. Except as otherwise expressly provided in this Agreement, all requests, notices, demands, authorizations, directions, consents, waivers or other communications required or permitted under this Agreement shall be in writing and shall either be:

- a. Delivered in person;
- b. Deposited postage prepaid in the certified mails of the United States, return receipt requested;
- c. Delivered by a nationally recognized overnight or same-day courier service that obtains receipts; or
- d. Delivered via email attachment.

Such communications shall be directed to the individuals specified below or to such other persons and at such other addresses as either Party may at any time or from time to time designate for itself by notice in accordance with this section. Each such request, notice, demand, authorization, direction, consent, waiver or other document shall be deemed to be delivered to a Party when received at its address set forth or designated as above provided.

For the Council:

Project Director
METRO Blue Line Extension Project Office
5514 West Broadway, Suite 200
Crystal MN 55428

Phone: 612-373-5301

For the City:

Jennifer Jordan, AICP and LRT Sr. Project Mgr.
Brooklyn Park – City Hall
Community Development
5200 85th Avenue North
Brooklyn Park MN 55443

Phone: 763-493-8137

6.11 Dispute Resolution. A dispute resolution process shall be used for any unresolved issue, dispute or controversy between the Parties before any legal remedies are exercised. The dispute resolution process contains a three-level dispute resolution ladder that escalates a dispute from the project management level through the executive management level. The City is represented from Level 1 to 3 in the following order: City Engineer, Director of Public Works, and City Manager. The Council is represented from Level 1 to 3 in the following order: Deputy General Manager, General Manager, and Regional Administrator. At each level, representatives of the parties shall meet and continue to explore resolution until either party determines, in good faith, that effective resolution is not possible at the current level, and notifies the other party that the process is elevated to the next level. If either or both parties make such a determination at any point during issue resolution at Level 3, then the dispute resolution process has been exhausted.

6.12 Project Director. The Council's Project Director for purposes of administration of this Agreement, and any Subordinate Funding Agreements entered into pursuant to this Agreement, is the person whose title is listed in Section 6.11, or such other person designated in writing by the Council's Regional Administrator. The City's Project Director for purposes of administration of this Agreement and any Subordinate Funding Agreements entered into pursuant to this Agreement is the person whose title is listed in Section 6.10, or such other person designated in writing by the City. The City's Project Director shall:

- a. Coordinate the carrying out of the City's obligations under this Agreement;
- b. Coordinate Subordinate Funding Agreement work scope activities with the Council's Project Director;
- c. Attend meetings called by the Council's Project Director for METRO Blue Line Extension Light Rail Project staff; and
- d. Complete training to be provided by the Council with respect to Council and federal requirements under this Agreement and any Subordinate Funding Agreements entered into pursuant to this Agreement.

6.13 Applicable Law and Venue. This Agreement shall be interpreted in accordance with the laws of the State of Minnesota. Venue for all legal proceedings arising out of or relating to this Agreement or any associated Subordinate Funding Agreements, or breach thereof, shall be in the state or federal court with competent jurisdiction in Hennepin County, Minnesota.

6.14 Effective Date and Termination. This Agreement shall be effective upon full signature. This Agreement or a Subordinate Funding Agreement shall terminate upon the earliest of:

- a. Completion of construction of the Project and reimbursement of all costs provided for in this Agreement and all Subordinate Funding Agreements entered into pursuant thereto;
- b. A determination by the Council that the Project or Subordinate Funding Agreement cannot proceed;
- c. A determination by the City that a Subordinate Funding Agreement transferring City funds to the Council cannot proceed, however this Agreement may not be terminated if a Subordinate Funding Agreement is outstanding; or

- d. A determination by the Council that sufficient funds do not exist, or are not reasonably projected to exist, in order to complete the Project or a Subordinate Funding Agreement.
- e. The Council providing ninety days (90) advance written notice to the City that it is terminating this Agreement or any Subordinate Funding Agreement.

The City agrees that Project closeout or termination of this Agreement or any particular Subordinate Funding Agreement does not invalidate continuing obligations imposed on the City by this Agreement or such Subordinate Funding Agreements or any agreements entered into pursuant to the MFA or SFA. Project closeout or termination of this Agreement does not alter the Council's authority to disallow costs and recover funds on the basis of a later audit or other review, and does not alter the City's obligation to return any funds determined to be due to the Council.

The Council agrees that Project closeout or termination of this Agreement or any particular Subordinate Funding Agreement does not invalidate continuing obligations imposed on the Council by this Agreement or such Subordinate Funding Agreements or any agreements entered into pursuant to the MFA or SFA. Project closeout or termination of this Agreement does not alter the City's authority to disallow costs and recover funds on the basis of a later audit or other review, and does not alter the Council's obligation to return any funds determined to be due to the City.

6.15 Exhibits. All attached exhibits are deemed to be incorporated into this Agreement.

6.16 Breach by City. If City materially breaches the terms, covenants, or conditions which this MFA requires City to perform, Council will notify City of the breach within a reasonable time after Council becomes aware of the breach. City will then be given a reasonable time period to cure the breach. If the breach is not cured within 90 days, then senior management from City and Council will meet in good faith to discuss the breach and the measures taken to remedy it. If the meeting between senior management from Council and City doesn't result in a cure or a plan to effect a cure that is satisfactory to Council, then Council may terminate this MFA upon 90 days' written notice to the City. If circumstances dictate that the breach must be cured immediately, and Council is forced to cure the breach, City will reimburse Council for the reasonable costs of effecting the remedy. Council retains the right to collect any damages from City that occurred as a result of City's breach.

6.17 Breach by Council. If Council materially breaches any of the terms, covenants, or conditions which this MFA requires Council to perform, City will immediately notify Council of the breach. Council will then be given a reasonable time period to cure the breach. If the breach is not cured within 90 days, then senior management from City and Council will meet in good faith to discuss the breach and the measures taken to remedy it. If the meeting between senior management from Council and City doesn't result in a cure or a plan to effect a cure that is satisfactory to City, then City may terminate this MFA upon 90 days' written notice to Council. If circumstances dictate that the breach must be cured immediately, and City is forced to cure the breach, Council will reimburse City for the reasonable costs of effecting the remedy.

6.18 Data Practices. The Parties will comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as it applies to all data created, collected, received, stored, used, maintained, or disseminated in accordance with this Agreement. The civil remedies of Minnesota Statutes, section 13.08, apply to the release of the data referred to in this section by either Party.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE TO FOLLOW.]**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the dates indicated below. Furthermore, this Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

CITY OF BROOKLYN PARK

By: [Signature]
Its: Mayor

Date: 4-2-18

By: [Signature]
Its: City Manager

Date: 4-4-18

METROPOLITAN COUNCIL

By: [Signature]
Its: [Signature]

Date: 04/13/2018

LIST OF EXHIBITS (see accompanying PDF)

Exhibit	Description
A1	Form of Subordinate Funding Agreement (City to pay Council
A2	Form of Subordinate Funding Agreement (Council to pay City)
B	Sample Forms
C	Specific Federal Clauses
D	Disadvantaged Business Enterprise Pass Through Agreement and Program

City of Brooklyn Park Request for Council Action

Agenda Item:	4.7	Meeting Date:	May 27, 2025
Agenda Section:	Consent	Originating Department:	Community Development
Resolution:	X	Prepared By:	Erin McDermott, Senior Planner
Ordinance:	N/A		
Attachments:	4	Presented By:	Paul Mogush, Planning Director
Item:	Park Commons Drive Through Variance – Development Case 2025-108 for a Variance to the Zoning Code to Permit a Drive Through Between the Principal Structure and a Right of Way		

City Manager’s Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2025-_____ ADOPTING FINDINGS OF FACT FOR THE APPROVAL OF A VARIANCE REQUEST FOR A DEVIATION FROM ZONING CODE SECTION 152.904(E)(1) FOR THE CONSTRUCTION OF A DRIVE-THROUGH BETWEEN THE PRINCIPAL STRUCTURE AND PUBLIC RIGHTS-OF-WAY AT 7631 JOLLY LANE NORTH.

Overview:

7625 Holdings, LLC/ BT Group, LLC, the property owner of the property located at the southwest corner of Brooklyn and Bottineau Boulevards, has requested a variance from section 152.904(E)(1) which requires drive-throughs to be located behind the principal structure. Upon approval of this request, an application must be made for the approval of a Site Plan Review, as well as for a Conditional Use Permit (CUP) as drive-throughs are a conditional use in the Transit Oriented Development – Center (TOD-C) district.

The subject building is located nearest the intersection of Brooklyn and Bottineau Boulevards, and the drive-through request will allow for an existing tenant who has occupied the space since 2003 to expand their service at this location

Planning Commission:

A public hearing was held for this request at the May 14, 2025 Planning Commission Regular Meeting, at which time no members of the public were present to speak on this application. The Planning Commission voted unanimously (7-0) for the adoption of the findings of fact as stated in the resolution of approval.

Current Conditions

The subject property is situated between Jolly Lane, and Brooklyn and Bottineau Boulevards. This property is developed with three principal structures, that were constructed in 1993. This site contains two multi-tenant structures, and a vacant structure that was originally constructed for a retail company specializing in pet supplies.

Future Land Use	Community Commercial/LRT Station Area
Current Zoning	TOD-C Transit Oriented Development - Center
Site Area	9.71 acres
Surrounding Zoning	North – B4 – Vehicle Sales and Showroom East – TOD-C Transit Oriented Development - Center South – TOD-C Transit Oriented Development - Center West – I - Industrial
Conforms to	
Land Use Plan	Yes

Zoning Code	Yes
Notification	Legal notice was published in the Sun Post, 16 Notices were mailed, Proposed Development Sign was placed on the property.
60- and 120- Days (MN §15.99)	June 3, 2025; August 2, 2025

Previous Approvals

The development on this site was approved by Resolution 1993-143, approving multiple buildings on a single parcel, as well as a setback variance from the southwest corner of the parcel. The setback variance approved in 1993 does not impact the subject building, it was for the southernmost building from the southern property line. The subject building met all zoning regulations in place at the time of approvals. In 2003 a CUP was granted for two Class II restaurants by Resolution 03-321.

Variance

Minnesota Statute requires all variance requests be evaluated and be found to meet all conditions of the three-factor test to establish practical difficulties ([§ 462.357, subd. 6](#)), which are a requirement for the approval of variance requests. The applicant's submitted findings can be found in Attachment C, and are summarized below:

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

Applicant Submission: Drive-through lanes are treated as a permitted and reasonable uses per section 152.904 (E) "Drive-throughs" of the Brooklyn Park city ordinances. Park Commons' use will be reasonable and beneficial in all respects, including enhancing neighbors' access to both the Development and other amenities to be added to the Development in the future such as informal outdoor-dining and gathering areas, new bike lanes and dog-run areas.

The drive-through lane proposed by Park Commons, on the north and west of Building 1, is in keeping with the wording of the ordinance in that it does not alter the front of the building relative to the street to which Building 1 is addressed (east, facing Jolly Lane), nor the front of the building relative to the direction of customer access (south, facing the parking lot).

Staff response: The request for a drive through is reasonable and is allowed with a CUP in this zoning district.

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

Applicant Submission: A variance is requested for section relative to ordinance section 152.904 (E) (1), which states that "Drive-through facilities and lanes must be located behind the principal building." Because the property is bounded on 3 sides by right-of-ways, the circumstances of the site offer no practical solution to satisfy this requirement.

Numerous businesses throughout Brooklyn Park face similar circumstances, and because drive-throughs typically wrap a building on 2 or 3 sides, the majority of drive-throughs in Brooklyn Park exist outside of compliance with this requirement including four examples within 1,500 feet of Building 1, which operate drive-through lanes that also travel between the building and their respective nearby right-of- ways.

In addition, the aforementioned fallout from the pandemic and violence, and subsequent changes in consumer demand and tenants' responses thereto have significantly changed the business landscape of both The Development and the community. The property owner has been working to make modifications to enhance tenant and customer experiences, but the primary update sought by our tenants at this time is drive-through access, without which we anticipate increased losses within all aspects of the Park Commons Development.

Staff response: There is no alternative location on the project site for the construction of a drive-through lane to service Building 1, as it is bounded on multiple sides by public right-of-way, and existing construction.

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

Applicant Submission: The proposed drive-through primarily aligns with the north-side of Building 1, which is the service side of the building (not customer-facing). The north façade is primarily composed of signage, service doors, utility meters and one unused storefront. Introducing a drive-through lane in this location will not devalue the character of the building or the Development and, in fact, will create an opportunity to enhance the façade with improved plantings, landscaping, and screening.

Customers and tenants will have a greatly improved experience once complete. Additionally, a drive-through is consistent with the character of businesses and features in the surrounding neighborhood. There are neighboring businesses, with similar conditions, which are operating drive-through lanes today.

Staff response: The approval of this application will not alter the character of the neighborhood, drive-throughs are a conditional use in this zoning district and there are existing legally nonconforming drive-throughs in the area that exist between the principal structures and the public rights-of-way.

The Statutory requirement as well as variance standards in the Zoning Code (§152.307) state that variances shall only be permitted when they are in harmony with the general purposes and intent of this chapter and when the variances are consistent with the comprehensive plan. This request has been reviewed and is compatible with the intent of both the Zoning Code and the Comprehensive Plan.

Staff recommends the Planning Commission adopt the abovementioned findings of fact to support approval of a variance request to allow for the construction of a drive-through between the principal structure and public rights-of-way.

Alternatives to consider:

1. Approve the findings of fact to approve the requested variance as recommended by Staff.
2. Approve the findings of fact to approve the requested variance with modifications.
3. Deny the findings of fact for the variance request and recommend denial of the variance request based on certain findings.

Attachments:

- 4.7A RESOLUTION – FINDINGS OF FACT
- 4.7B LOCATION MAP
- 4.7C APPLICANT'S NARRATIVE
- 4.7D PLANS

RESOLUTION #2025-

RESOLUTION ADOPTING FINDINGS OF FACT FOR THE APPROVAL OF A VARIANCE REQUEST FOR A DEVIATION FROM ZONING CODE SECTION 152.904(E)(1) FOR THE CONSTRUCTION OF A DRIVE-THROUGH BETWEEN THE PRINCIPAL STRUCTURE AND PUBLIC RIGHTS-OF-WAY AT 7631 JOLLY LANE NORTH.

Planning Commission File #25-108

WHEREAS, 7625 Holdings, LLC/ BT Group LLC, has made application for a Variance under the provisions of Chapter 152 of the City Code at 7631 Jolly Lane, legally described in Attachment A.

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

WHEREAS, the variance request for the construction of a drive-through between the principal structure and the public rights-of-way would require a deviation from City Code Chapter 152, Section 152.904(E)(1); and

WHEREAS, the Planning Commission held a public hearing on May 14, 2025; and

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

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

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

WHEREAS, the Planning Commission has reviewed the variance request for the construction of a drive-through between the principal structure and public rights-of-way, and finds the request:

1. Is compatible with the purposes and intent of the ordinance because the use is conditional in the zoning district governing the subject property.
2. The applicant established practical difficulties through proving the three factor test as follows:
 - a. For the test of reasonableness: Drive-through lanes are treated as a permitted and reasonable uses per section 152.904 (E) "Drive-throughs" of the Brooklyn Park city ordinances. Park Commons' use will be

reasonable and beneficial in all respects, including enhancing neighbors' access to both the Development and other amenities to be added to the Development in the future such as informal outdoor-dining and gathering areas, new bike lanes and dog-run areas. The drive-through lane proposed by Park Commons, on the north and west of Building 1, is in keeping with the wording of the ordinance in that it does not alter the front of the building relative to the street to which Building 1 is addressed (east, facing Jolly Lane), nor the front of the building relative to the direction of customer access (south, facing the parking lot).

- b. For the test of uniqueness: A variance is requested for section relative to ordinance section 152.904 (E) (1), which states that "Drive-through facilities and lanes must be located behind the principal building." Because the property is bounded on 3 sides by rights-of-way, the circumstances of the site offer no practical solution to satisfy this requirement. Numerous businesses throughout Brooklyn Park face similar circumstances, and because drive-throughs typically wrap a building on 2 or 3 sides, the majority of drive-throughs in Brooklyn Park exist outside of compliance with this requirement including four examples within 1,500 feet of Building 1, which operate drive-through lanes that also travel between the building and their respective nearby right-of-ways. In addition, the aforementioned fallout from the pandemic and violence, and subsequent changes in consumer demand and tenants' responses thereto have significantly changed the business landscape of both The Development and the community. The property owner has been working to make modifications to enhance tenant and customer experiences, but the primary update sought by our tenants at this time is drive-through access, without which we anticipate increased losses within all aspects of the Park Commons Development.
- c. For the test of essential character: The proposed drive-through primarily aligns with the north-side of Building 1, which is the service side of the building (not customer-facing). The north façade is primarily composed of signage, service doors, utility meters and one unused storefront. Introducing a drive-through lane in this location will not devalue the character of the building or the Development and, in fact, will create an opportunity to enhance the façade with improved plantings, landscaping, and screening. Customers and tenants will have a greatly improved experience once complete. Additionally, a drive-through is consistent with the character of businesses and features in the surrounding neighborhood. There are neighboring businesses, with similar conditions, which are operating drive-through lanes today.

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

The application to issue a variance for the construction of a drive-through between the principal structure and the public rights-of-way requiring a deviation from City Code Chapter 152, Section 152.904(E)(1) is hereby approved.

The petitioner shall be required to record a copy of this resolution with the Hennepin County Recorder and to pay all fees for said recording. Proof of said recording shall be filed promptly with the City.



Variance to Zoning Code

Case #25-108 – Park Commons – Drive-through Variance)

Area of Request (August 2023 Air Photo)

7631 Jolly Ln N

Brooklyn Park 



DATE: April 4, 2025
PROJECT: Park Commons
PROJECT #: 23343
LOCATION: 7631-7645 Jolly Lane
Brooklyn Park, MN 55428
SUBJECT: Variance for drive through: Letter of Request

This Letter of Request is submitted on behalf of the owners of Park Commons Center ("Park Commons"), located at the corners of Brooklyn Boulevard, Bottineau Boulevard (County 81) and Jolly Lane and consisting of three (3) buildings located upon the property (the "Development"). The three buildings historically retained ten (10) tenants. The ownership group purchased the property, fully occupied, in April 2019. Substantive road construction was in full force upon the purchase, but was scheduled for completion within the next 8-12 months. The ownership group's purchase of Park Commons accounted for the road construction, as well as the negative impact inflicted upon the Park Commons tenants therefrom. Amazingly, every tenant survived through the road construction. In fact, two tenants proactively renewed their leases for an additional five (5) years at an increased rate.

The Covid pandemic and local riots began almost immediately following the completion of road construction. We witnessed unprecedented devastation upon the community, while simultaneously encountering transformation of every aspect of life previously known and various ripple-effects which remain today. Consumer demand and tenant needs were drastically altered.

AT&T left almost immediately after the riots. They left without notice and owing more than 12 month of lease payments. Several tenants unilaterally reduced their rents without consulting with property ownership, citing reduced sales from the pandemic and the riots as justification. Ownership was forced to accept these modifications in order to maintain its mortgage, tax and upkeep obligations.

More recently Park Commons has lost tenants, not only due to the aforementioned changes, but also to corresponding shifts in consumer desires and tenant needs. The Development cannot meet the demand under its current design, and must evolve to provide the necessary accommodations for both consumers and tenants. Increased property taxes and lack of touch-free amenities, tied to new technologies, are the top reasons cited by the last two (2) tenants to leave.

Park Commons submits this Letter of Request based upon the foregoing circumstances.

Park Commons is requesting a variance to locate a drive-through at the northwestern building (address listed above, henceforth referred to as "Building 1") within the Development. This building hosts seven tenant suites, which have historically been occupied by a large percentage of fast-casual restaurants and vendors. Within the past year, tenant retention within the property has decreased, with occupancy dipping as low as 35% in December 2024 (unchanged at the time of writing this letter).

In response, Park Commons is exploring site improvement options which will better serve the neighborhood, respond to consumer demand, and most importantly, help retain and attract desirable tenants. One of the top-requested amenities from tenants in this market is drive-through lanes. To this end, Park Commons is proposing to add a drive-through lane along the north and west sides of Building 1 (see attached site concept), as part of an overall site improvement effort.

Pursuant to the variance application, the applicant (Park Commons) must be able to show that practical difficulties exist that limit their ability to develop or alter the property in a reasonable manner. The following items address the three elements of consideration put forth in the ordinance, as follows:

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

Drive-through lanes are treated as a permitted and reasonable uses per section 152.904 (E) "Drive-throughs" of the Brooklyn Park city ordinances. Park Commons' use will be reasonable and beneficial in all respects, including enhancing neighbors' access to both the Development and other amenities to be added to the Development in the future such as informal outdoor-dining and gathering areas, new bike lanes and dog-run areas.

The drive-through lane proposed by Park Commons, on the **north** and **west** of Building 1, is in keeping with the wording of the ordinance in that it does not alter the front of the building relative to the street to which Building 1 is addressed (**east**, facing Jolly Lane), nor the front of the building relative to the direction of customer access (**south**, facing the parking lot).

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

A variance is requested for section relative to ordinance section 152.904 (E) (1), which states that "Drive-through facilities and lanes must be located behind the principal building." Because the property is bounded on 3 sides by right-of-ways, the circumstances of the site offer no practical solution to satisfy this requirement. Numerous businesses throughout Brooklyn Park face similar circumstances, and because drive-throughs typically wrap a building on 2 or 3 sides, the majority of drive-throughs in Brooklyn Park exist outside of compliance with this requirement –

including four examples within 1,500 feet of Building 1, which operate drive-through lanes that also travel between the building and their respective nearby right-of-ways.

In addition, the aforementioned fallout from the pandemic and violence, and subsequent changes in consumer demand and tenants' responses thereto have significantly changed the business landscape of both The Development and the community. The property owner has been working to make modifications to enhance tenant and customer experiences, but the primary update sought by our tenants at this time is drive-through access, without which we anticipate increased losses within all aspects of the Park Commons Development.

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

The proposed drive-through primarily aligns with the north-side of Building 1, which is the service side of the building (not customer-facing). The north façade is primarily composed of signage, service doors, utility meters and one unused storefront. Introducing a drive-through lane in this location will not devalue the character of the building or the Development and, in fact, will create an opportunity to enhance the façade with improved plantings, landscaping, and screening. Customers and tenants will have a greatly improved experience once complete.

Additionally, a drive-through is consistent with the character of businesses and features in the surrounding neighborhood. There are neighboring businesses, with similar conditions, which are operating drive-through lanes today.

Thank you for your consideration. Ownership appreciates the opportunity to work with the city to continue enhancements to its community offerings. Please do not hesitate to contact the undersigned should you have any questions, comments or directions.

Sincerely,

Todd Striker (On behalf of)
7625 Holdings, LLC & BT Group, LLC



AERIAL NORTHWEST



AERIAL SOUTHEAST

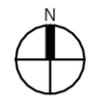


BUILDING 1 - CORNER



BUILDING 1 - DRAIN

BROOKLYN BLVD





City of Brooklyn Park Request for Council Action

Agenda Item:	4.8	Meeting Date:	May 27, 2025
Agenda Section:	Consent	Originating Department:	Community Development
Resolution:	XX	Prepared By:	Matt Hayes-Regan, Associate Planner
Ordinance:	N/A		
Attachments:	5	Presented By:	Paul Mogush, Planning Director
Item:	DEV25-109 (SotaShine) Site Plan Review and Conditional Use Permit (CUP) Applications		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2025-_____ APPROVING A SITE PLAN REVIEW FOR THE CONSTRUCTION OF A CAR WASH LOCATED AT AN ADDRESS TO BE DETERMINED AT 108TH COURT, BROOKLYN PARK, MN 55445.

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2025-_____ APPROVING A CONDITIONAL USE PERMIT FOR THE OPERATION OF A CAR WASH LOCATED AT AN ADDRESS TO BE DETERMINED AT 108TH COURT, BROOKLYN PARK, MN 55445.

Summary:

SotaShine is proposing their third location near the southeast quadrant of the intersection of 109th Avenue North and Highway 169. This submission includes two planning applications: 1) Site Plan Review and 2) a CUP request for the operation of a car wash.

Future Land Use Plan	Business Park Development/Redevelopment Area
Current Zoning	Business Park
Proposed Zoning	No proposed change
Site Area	1.96 acres
Conforms to	
Land Use Plan	Yes
Zoning Code	Yes
Subdivision Ordinance	Yes
Notification	Legal notice was published in the Sun Post, 51 notices were mailed to properties within 500 feet, A Neighborhood email was sent to the Future 4 neighborhood.
60- and 120- Days (§15.99)	June 3, 2025; August 4, 2025

Planning Commission:

The Planning Commission held a public hearing on May 14, 2025 at their regular meeting. Two Champlin residents spoke during the public hearing and had their questions answered by either Staff or the Applicants. The Planning Commission voted unanimously to recommend approval of the site plan review and conditional use permit as presented.

Previous Approvals:

Planning Case DEV25-103 (NorthPark Northwest Corner) approved the preliminary and final plats for the creation of two lots and three outlots in the NorthPark Center Tenth Addition. The subject property would be located on the subdivision's Lot 1 Block 1 as detailed on the final plat.

Land Use/Zoning (and Overlay):

The location of this proposed development is on undeveloped property in the Business Park (BP) zoning district and the Planned Development Overlay (PDO) district in the NorthPark NW Corner Mixed-Use development.

§152.604 of the City's zoning code defines the BP district as a district "designed to provide areas in which to locate businesses that enhance the city's tax base, have few customers coming to the site, but may have a large employee base, involve manufacturing, warehousing, office uses, and other accessory retail and service uses offered on site to service the primary use or their employees. The properties and buildings in this district must be designed to promote a campus-like setting that exhibits a landscape theme and high-quality exterior building materials."

Car washes are allowed conditionally via a CUP in the BP zoning district.

§152.803 of the City's zoning code says that "the purpose of the PDO is to promote creative and efficient use of land by providing design flexibility in the application of the provisions of a primary zoning district by providing an overlay district on top of any of the primary zoning districts. The intent of this designation is to encourage development that is superior in quality and design than could be achieved through traditional zoning."

Further, this specific property is governed by Ordinance #2015-1193, which rezoned the property from Urban Reserve with Highway Overlay (R1/HO) to Business Park with Planned Development Overlay (BP/PD). This ordinance includes the following applicable requirements for this application:

3. The minimum standards of development for all buildings and site shall include:
 - a. A uniform style of parking lot lighting;
 - b. High-quality building materials. Buildings must have at least two different building materials. Architectural pre-cast panels are allowed, but must not be a raked or aggregate design.
 - c. Landscaping must include boulevard trees.
4. The maximum impervious coverage for the entire development shall not exceed 70 percent. All sites must include at least 15 percent green space.
6. A Site Plan Review before the Planning Commission and City Council, as described in City Code, is required for each site prior to its construction.
8. Other provisions of the City Code not modified here shall still apply.

The analysis below will demonstrate that this application meets these requirements.

Proposed Development:

From the Applicant's Letter of Request, they are "proposing a unique carwash to serve the Minnesota market by providing a first-class, top-grade carwash along with an indoor vacuum and car care facility. The indoor facility will be the first of its kind in Minnesota and will be a record-breaking facility as the longest carwash tunnel in the world. It will provide a great new setting for people to take care of their vehicles in the middle of the messy Minnesota winters."

Site Plan Review:

Site plan reviews must be reviewed against the evaluation criteria detailed in §152.303 Site Plan, of the City's Zoning Code. Site plan approval is required for the construction of a structure, for the grading or taking any action to prepare a site for development, and for when removing earth, soils, gravel, or other natural material from or place the same on a site.

The Planning Commission and City Council have the review and approval authority to approve a site plan.

The Applicant's submittal included the following: 1) a cover sheet; 2) general notes; 3) existing conditions survey; 4) erosion and sediment control plan; 5) site plan with accompanying details; 6) grading and drainage plan; 7) utility plan with accompanying details; 8) landscape plan with accompanying details; and 9) a turning exhibit. Also included in the submittal were a site photometric plan, a code summary, architectural site plan, floor plan, exterior building elevations, image and exterior materials, a turning exhibit, and letters of consent and request from the property owner and Applicant, respectively.

Existing Conditions Survey:

Engineering Staff reviewed the existing conditions survey and confirmed that it adequately shows the current conditions of the property.

Erosion and Sediment Control Plan:

Engineering Staff reviewed the erosion and sediment control plan and confirmed that it provides the requisite information needed.

Proposed Site Plan:

Staff reviewed the site plan against the required lot lines, lot and building dimensions, parking, and building setbacks.

- **Setbacks.** Table 152.608.2 of §152.608 of the zoning code details the setback requirements for the BP District. The BP district has setback requirements of 10 ft in the front, 15 ft on the side, 30 ft in the rear, and 50 ft from the right of way. The site plan meets these requirements. §152.1020 of the zoning code also details parking area setback requirements for all new construction. No part of any vehicle may be nearer than 5ft to the interior or side setback or 15 ft from the rights-of-way. The site plan also meets these requirements.
- **Building Footprint and Impervious Space.** Table 152.608.1 of §152.608 of the zoning code details the minimum allowable building footprint and maximum impervious surface for the BP district. The BP district requires a 25,000 sq ft minimum lot area, a 100 ft lot width, and 85% maximum impervious surface. The property area is 85,579 sq ft, the lot width is 225.11 sq ft., and the total building area is 33,550 sq ft, or 39.20% of the total property.
- **Minimum Parking Spaces for Nonresidential Uses.** §152.1019 of the zoning code sets parking requirements for nonresidential uses. While carwashes are a listed use on Table 152.1019.2 Minimum Parking Spaces for Nonresidential Use, the zoning code does not require a specific number of surface parking spaces or bicycle parking. Staff believe that the 43 proposed parking spaces inside the building structure are adequate for the proposed use.
- **Trash Enclosures.** It is a requirement that properties in the BP district store their trash either indoors or outdoors, with screening the case of outdoor storage. The site plan proposes an interior trash area. Staff from the City's Fire and Building departments have reviewed and approved the interior area and further review will take place at the time the Applicant submits a building permit application.

Grading and Drainage Plan:

Engineering Staff reviewed the grading and drainage plan and confirmed it provides the information needed.

Utility Plan:

Engineering Staff reviewed the utility plan and confirmed it provides the information needed.

Landscaping Plan:

A landscape plan is required prior to the issuance of a building permit for new construction or expansion of a nonresidential structure in any district. The minimum required open space in the BP District is 30% of the total development site. Further, as noted above, the green space requirement in Ordinance #2015-1993 is at least 15%. The landscape plan provided meets this requirement. §152.1013 of the zoning code requires the following plant diversity schedule: one overstory tree per 3,000 sq ft of open space, one ornamental tree per 1,500 sq ft of open space, and one deciduous or evergreen shrub per 100 sq ft. In this instance, the plan provided nine overstory trees, 18 ornamental trees, and 257 shrubs. The Applicant will also update the landscape plan to show that it meets the evergreen tree requirement noted in §152.1013 of the City's zoning code.

Turning Exhibit:

Fire staff reviewed the turning exhibit and confirmed it provides the information needed.

Site Photometric Plan:

Staff reviewed the site photometric plan and confirmed it provides the information needed to meet the lighting standards of §152.1014 of the zoning code.

Conditional Use Permit:

Car washes are a conditional use in the BP District. Pursuant to §152.305 of the zoning code, Planning Commission and City Council shall consider the following factors when making its determination on a conditional use permit application:

- **Consistency with the Comprehensive Plan.**

The 2040 Comprehensive Plan land use designation of this property is Business Park (BP). The Plan defines BP as:

Largely single-use areas that have a consistent architectural style with a mix of employment-oriented use types. These uses may include office, mixed light industrial, limited retail, research and development, and uses of similar impact. With an increased focus on job creation, warehousing and distribution centers will be permitted if approved by the City as a part of a master plan. The scale of development in these areas is commensurate with their proximity to highways and major transportation corridors. Appropriate connections to transit should be included in Business Park developments (2040 Comprehensive Plan, 3-21-22).

Together with the BP zoning district, this project is consistent with the 2040 Comprehensive Plan because it would serve as an amenity to the primary uses of the of the area, those uses being manufacturing, warehousing, office uses, and other accessory retail uses.

- **Traffic generation, volume, and safety associated with the use and driveway location on adjacent roads, sidewalks, and trail connections.**

Proposed is one entrance and one exit on what will be 108th Court. Proposed on the site are a series of one-ways to direct traffic to the car wash's various amenities. The Applicant has worked closely with the City's Operations and Maintenance and Fire Departments to address traffic generation, volume, safety, and driveway location issues. The City's Police Department also reviewed the application and did not have any issues.

- **The characteristics of the parking area of the use, including the number and design of parking spaces, landscaping, traffic circulation, drainage, and lighting.**

The zoning code does not require a specific number of surface parking spaces or bicycle parking for car washes. Staff believe that the 43 proposed parking spaces inside the building structure are adequate for the proposed use. Planning Staff reviewed the landscaping and lighting plans against the zoning code requirements. The submitted plans meet the City's requirements. Engineering Staff reviewed the traffic circulation and drainage plans. The submitted plans meet the City's requirements.

- **The provision of adequate public infrastructure to the site where the use is proposed.**

The proposed construction of 108th Court includes sidewalks, landscaping, and utilities including electric power, water, sanitary sewer, gas, and telephone. The planned construction of a water main extension from south of TH 610 to the Xylon Ave and 101st Ave intersection will also serve this area.

- **The ability to screen and buffer incompatible off-site impacts of the proposed use on adjacent property and the surrounding neighborhood.**

The site plan proposes an interior trash area. The exterior area housing the waste enclosure has been reviewed by Planning Staff and they determined that it meets the City's code requirements. Landscaping design requirements exist to help buffer incompatible off-site impacts. The submitted landscape plans meet the City's landscape requirements.

- **The degree that the site or building associated with the proposed use meets or exceed the architectural design standards for the district in which it is located.**

§152.1005 of the zoning code establishes building and design standards for nonresidential properties. Table 152.1005.1 notes the classes of building materials. Planning Staff reviewed the 3D image and Exterior Materials exhibits the Applicant provided. The exterior finish schedule provided meets the Class 1 materials schedule listed on the table. For this project, the Applicant proposes the following materials schedule: 1) cast stone; 2) two different metal types; 3) two different precast concrete types; and 4) stone.

- **Compliance with any other applicable section of this chapter or the city code.**

In addition to the zoning code requirements referenced in this report, car washes are also a specific principal use listed in §152.903, the section that sets the regulations for nonresidential performance standards. The performance standards that car washes are to comply with include:

- (1) All car wash operations shall be staffed during operating hours.
- (2) All drive-through car washes shall contain room for a minimum stacking of six cars and must not extend into drive aisles.
- (3) All car wash bays shall have a separate entrance and exit.
- (4) If within 200 feet of a residential district or use, the car wash bays shall be closed when in operation.

Planning Staff have reviewed the plan against these requirements, and they determined that the requirements are met.

The Applicant will also need to meet the standards of the City's Building Code and Fire Code.

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

Conditions of Approval:

1. All car wash operations shall be staffed during operating hours.
2. The car wash shall contain room for a minimum stacking of six cars and must not extend into drive aisles.
3. The car wash bay shall have a separate entrance and exit.
4. Signage must comply with all requirements of City Code Chapter 150: Signs.
5. The property must remain compliant with Title VII: Traffic Code of the City's Code
6. The property must remain compliant with Title IX: General Regulations of the City's Code.
7. The property must remain compliant with Title XI: Business Regulations of the City's Code.
8. The property must remain compliant with the Minnesota State Fire Code.
9. This resolution must be recorded with the Hennepin County Recorder's office.
10. If the holder of the conditional use permit fails to comply with the terms and conditions of this resolution, the city may impose penalties or discipline for noncompliance, which may include revocation of the permit in accordance with § 152.035(H)(1) of the Municipal Code.

Staff Recommendation:

Staff recommend approval of the site plan review as presented and approval of the CUP as presented, subject to the provisions in the draft resolutions.

Alternatives to Consider:

1. Recommend approval of the site plan review and approval of the CUP with modifications.
2. Recommend denial of the site plan review and approval of the CUP based on certain findings.

Budgetary/Fiscal Issues: N/A

Attachments:

- 4.8A DRAFT SITE PLAN REVIEW RESOLUTION
- 4.8B DRAFT CUP RESOLUTION
- 4.8C LOCATION MAP
- 4.8D PC MINUTES
- 4.8E PLAN SET

RESOLUTION #2025-

RESOLUTION APPROVING A SITE PLAN REVIEW FOR THE CONSTRUCTION OF A CAR WASH
LOCATED AT AN ADDRESS TO BE DETERMINED AT 108TH COURT, BROOKLYN PARK, MN 55445

Planning Commission File # 25-109

WHEREAS, Nick Netley, of SotaShine, has made an application for a Site Plan Review under the provisions of Chapter 152 of the Code of Ordinances on property legally described as:

See EXHIBIT A

WHEREAS, the zoning of the property is Business Park in which car washes are conditional uses; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park that the Site Plan Review is hereby granted at an address to be determined at 108th Court as legally described in the attached EXHIBIT A, subject to the following conditions:

1.00 DRAWINGS

- 1.01 Site, utility, landscaping, and grading plans for this development on file in the City Clerk's office dated April 28, 2025 are approved, subject to the conditions listed below.
- 1.02 Building elevations for the car wash dated April 25, 2025 are approved to proceed to building permit, subject to the 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 **\$736,000.00**, a cash bond in the amount of **\$38,700.00**, and a developer's escrow in the amount of **\$23,200.00** as required by Chapter 152. The developer's escrow must be posted with the City to cover engineering, legal and administrative costs incurred by the City. If this account becomes deficient, it shall be the developer's responsibility to deposit additional funds. This must be done before final bonding obligations are complete.

3.00 REQUIRED DOCUMENTS

- 3.01 All utility construction, drainage, grading and development plans must be approved by the City Engineer prior to receiving a building permit.

4.00 GENERAL CONDITIONS

- 4.01 It shall be the developer's responsibility to keep active and up to date the developer's contract and financial surety (Letter of Credit, bonds, etc.). These documents must remain active until the developer

has been released from any further obligation by City Council motion received in writing from the Engineering Department.

- 4.02 Before final bonding obligations are released, a certificate signed by a registered engineer must be provided. This certificate will state that all final lot and building grades are in conformance to drainage development plan(s) approved by the City Engineer.
- 4.03 No burying of construction debris shall be permitted on the site.
- 4.04 Dust control and erosion measures must be in place to prevent dust and erosion including, but not limited to, daily watering, silt fences, and seeding. The City Engineer may impose measures to reduce dust and run-off.
- 4.05 Adequate dumpsters must be on site during construction. When full, they must be emptied immediately or replaced with an empty dumpster.
- 4.06 Signs must conform to the requirements of Chapter 150. The sign plans will be approved by staff to verify code compliance at the time of the building permit.
- 4.07 A copy of this resolution shall be recorded with the Hennepin County Recorder prior to issuance of a building permit.

5.00 CONDITIONS

- 5.00 Applicant shall provide an updated Landscape Plan that meets the evergreen tree requirement noted in § 152.1013 of the City's zoning code.

EXHIBIT A

Lot 1, Block 1, Northpark Business Center Ninth Addition, Hennepin County, Minnesota.

RESOLUTION #2025-

RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR THE OPERATION OF A CAR WASH LOCATED AT AN ADDRESS TO BE DETERMINED AT 108TH COURT, BROOKLYN PARK, MN 55445

Planning Commission File # 25-109

WHEREAS, Nick Netley, of SotaShine, has made an application for a Conditional Use Permit under the provisions of Chapter 152 of the Code of Ordinances on property legally described as:

See EXHIBIT A

WHEREAS, the zoning of the property is Business Park in which car washes are conditional uses; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park that a Conditional Use Permit is hereby granted for the operation of a car wash at an address to be determined at 108th Court as legally described in the attached EXHIBIT A, subject to the following conditions:

1. All car wash operations shall be staffed during operating hours.
2. The car wash shall contain room for a minimum stacking of six cars and must not extend into drive aisles.
3. The car wash bay shall have a separate entrance and exit.
4. Signage must comply with all requirements of City Code Chapter 150: Signs.
5. The property must remain compliant with Title VII: Traffic Code of the City's Code.
6. The property must remain compliant with Title IX: General Regulations of the City's Code.
7. The property must remain compliant with Title XI: Business Regulations of the City's Code.
8. The property must remain compliant with the Minnesota State Fire Code.
9. This resolution must be recorded with the Hennepin County Recorder's office.
10. If the holder of the conditional use permit fails to comply with the terms and conditions of this resolution, the city may impose penalties or discipline for noncompliance, which may include revocation of the permit in accordance with §152.035(H)(1) of the Municipal Code.

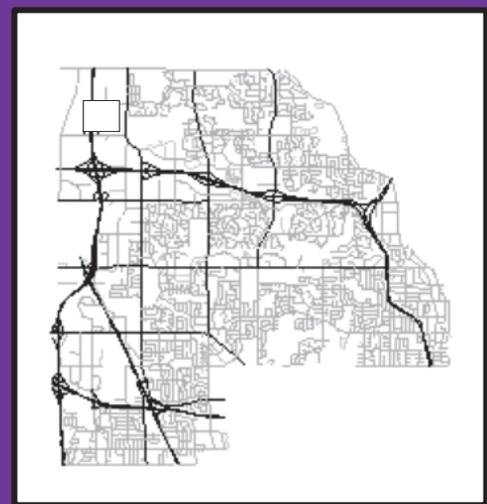
This resolution expires one year from the date of approval unless all conditions are met. This resolution must be recorded with the Hennepin County Recorder's office within one year of the date of approval. The approvals can be revoked if not in compliance with the conditions stated above.

EXHIBIT A

Lot 1, Block 1, Northpark Business Center Ninth Addition, Hennepin County, Minnesota.



Conditional Use Permit and Site Plan
Case #25-109 – Sota Shine
Area of Request (August 2023 Air Photo)
XXX 108th Court Brooklyn Park, MN 55445





UNAPPROVED MINUTES

MINUTES OF THE BROOKLYN PARK PLANNING COMMISSION Regular Meeting – May 14, 2025

I. ORGANIZATIONAL ITEMS

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

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

Those present were: Commissioners Cavin, Arah, Borer, Fraser, Udomah, Turner, and Wako; Council Liaison McGarvey; Planning Director Mogush; Senior Planner Cara Donovan, Senior Planner Erin McDermott, Associate Planner Matt Hayes-Regan, and Program Assistant Asma Jihad.

Those arrived late: None.

Those not present were: Commissioners Gaye-Bai and Korosso. (with prior notice).

2. EXPLANATION BY CHAIR

3. APPROVAL OF AGENDA

MOTION WAKO, SECOND FRASER TO APPROVE THE MAY 14, 2025, AGENDA.

MOTION CARRIED UNANIMOUSLY.

II. REQUIRED DUTIES

4. CONSENT AGENDA

4.1 Minutes – April 9, 2025

MOTION TURNER, SECOND WAKO TO APPROVE THE APRIL 9, 2025, CONSENT AGENDA.

MOTION CARRIED UNANIMOUSLY.

5. PUBLIC HEARING

5.1 Planning Case #25-108 – Park Commons – Drive-Through Variance

Senior Planner McDermott introduced the application for a variance request for Park Commons on behalf of 7625 Holdings LLC. She provided information about the property location, zoning, buildings currently on the site, and adjacent uses. She stated that the variance request is related to the northwest building and provided background information on how a variance request is reviewed and considered. She explained that the first variance is related to the drive-through, which would be proposed between the structure and right-of-way. She explained that this site was constructed prior to the existing zoning standards and is a legally non-conforming use. She stated that there are other legal non-conforming uses with drive-throughs. She stated that the applicant noted the many vacant spaces in the area, and this drive-through would ensure that the tenant space can be rented. She explained that only the variance is before the Commission, as

they wanted to determine if that would be approved before spending additional time and funds on the Conditional Use Permit (CUP) and site plan. She provided a concept plan provided by the applicant and stated that staff recommend approval of the findings of fact and variance.

Planning Director Mogush stated that he received a voicemail from the applicant who stated that he was on the way to the meeting but had car trouble.

Commission Chair Cavin opened the public hearing.

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

Commissioner Borer asked if the drive-through would be available to any tenant or one specific tenant.

Senior Planner McDermott replied that the drive-through would be for Chipotle, which is a long-time tenant. She explained that the applicant is working with Chipotle to maintain them as a tenant in the building while meeting their current needs.

Commission Chair Cavin commented that the pass-by lane looks tight around the building and asked if public safety would review the plans to ensure the requirements are met.

Senior Planner McDermott confirmed that would be a part of the site plan review.

Commissioner Udomah asked for additional information on the flow of traffic.

Senior Planner McDermott replied that would be reviewed as part of the site plan review.

Commissioner Wako recognized that this is a multitenant space and asked if the drive-through would be only for one tenant or could provide an opportunity for other tenants.

Senior Planner McDermott replied that this would only be for Chipotle. She stated that there are three buildings on the site, and if the need arises, they could work with the property owner to determine if that could be accommodated. She stated that the other tenants do not have the same interest.

MOTION BORER, SECOND TURNER TO ADOPT THE FINDINGS OF FACT FOR THE APPROVAL OF A VARIANCE REQUEST FOR A DEVIATION FROM ZONING CODE SECTION 152.904(E)(1) FOR THE CONSTRUCTION OF A DRIVE-THROUGH BETWEEN THE PRINCIPAL STRUCTURE AND PUBLIC RIGHTS-OF-WAY AT 7631 JOLLY LANE NORTH, SUBJECT TO CONDITIONS IN THE DRAFT RESOLUTION.

MOTION CARRIED UNANIMOUSLY.

Senior Planner McDermott stated the public hearing item is scheduled to be reviewed at the City Council meeting on May 28, 2025.

5.2 Planning Case #25-109 – SotaShine – Site Plan and Conditional Use Permit

Associate Planner Hayes-Regan introduced the application for a site plan review and Conditional Use Permit (CUP) from SotaShine. He provided details on the property location, zoning, and adjacent property uses. He reviewed details of the site plan, which meets all requirements. He also reviewed the elevations and exterior finish information provided by the applicant. He stated that car washes are a conditional use within the BP District and reviewed the factors used to review a CUP request, noting that the requirements are met by the request. He reviewed the conditions proposed for the CUP. Staff recommends approval of the site plan review and CUP for a car wash as submitted.

Nick Netley, applicant, stated that they are excited about this location, which would break a world record in length, noting that this would be their third location. He commented on the benefits of indoor vacuuming in winter conditions. He stated that this location has great traffic counts. He provided information on the three stacking lanes and how traffic would flow through the site.

Commission Chair Cavin asked if there would be food inside.

Mr. Netley commented that they would not have food, but they would have a mat cleaning station and a public restroom.

Commission Chair Cavin opened the public hearing.

Bonnie O'Brien, 8203 109th Place N, was interested to know the hours of operation and whether the business would be open 24 hours. She asked for details on when construction would begin and be completed, and whether it would coincide with the road project. She asked if construction would follow the quiet times of Champlin to not begin prior to 7 a.m. She commented on the disruption she has experienced from the construction of other buildings on this property. She asked if the residents would be notified of when this goes before the City Council.

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

Associate Planner Hayes-Regan commented that this is scheduled to move forward to the City Council at the May 28th meeting. He stated that if approved, the applicant would have until December 2026 to complete construction or request additional time.

Planning Director Mogush commented that Brooklyn Park does have similar quiet hours and encouraged her to reach out if she is hearing construction noise prior to 7 a.m.

Mr. Netley commented that their other locations are open 7 a.m. to 8 p.m., so this would be similar, but could perhaps be open until 9 p.m., as this would have indoor vacuuming. He stated that they are open seven days per week. He stated that they would propose a pylon sign along the northwest corner of TH 169.

Boyd Netley, SotaShine, provided additional details on the sign location. He confirmed that the sign would be backlit with a digital reader.

Commission Chair Cavin asked for information on water usage and chemicals used.

Mr. B. Netley replied that they would have a reuse system and provided details on how the system works.

Commission Chair Cavin asked if there are any other elements of sustainability.

Mr. B. Netley replied that they would be using solar panels on the roof.

Planning Director Mogush commented that the City Council meeting for this item and the previous item is Tuesday, May 27th because of the holiday. He stated that neighbors were notified of the public hearing tonight and explained that there is not a separate notification for the Council meeting.

Commissioner Borer recognized the access to the site from 108th and asked for details on traffic flow.

Associate Planner Hayes-Regan commented that this would be an amenity for the business park, and therefore, many users would come from within that area as well as residents in the area. He noted that the traffic engineer reviewed the plans and did not have any concerns with traffic flow or volume.

Commission Chair Cavin asked if there are plans for Outlot C.

Associate Planner Hayes-Regan replied that there is nothing proposed for that Outlot at this time.

Commissioner Udomah commented that while he will miss the festivals and events that were held on the site, this will also be an amenity for the area. He asked for details on the anticipated employment of the facility.

Mr. N. Netley replied that this facility would have more staff than their other facilities and estimated three employees in the vacuum area, with eight to ten employees onsite at any time.

Commissioner Borer asked if the customers or employees would vacuum the vehicles.

Mr. N. Netley replied that the vacuums are self-service but are included as part of the cost.

Commissioner Udomah asked if there would be detailing available where customers drop off their vehicles for cleaning.

Mr. N. Netley replied that they would not do detailing. He explained that the carwash washes the vehicle, and the vacuum area would be self-service.

Commissioner Borer asked how the noise of the vacuums would be for the employees.

Mr. N. Netley explained that the vacuum area would be separate and noted that they have not had complaints about the noise from the vacuum facilities at his other locations.

Commissioner Wako asked if there would be access from TH 169.

Mr. N. Netley replied that there would not be access from TH 169. He confirmed that vehicles would not be dropped off for cleaning.

Commissioner Wako asked for clarification on the location of the vacuums.

Mr. N. Netley reviewed the path a vehicle would take through the car wash and how a customer could choose to exit after the wash or circle back around to the indoor vacuum area.

Commissioner Wako asked where snow would be stored on the lot.

Mr. N. Netley replied that they use snowblowers on their other lots and would do the same here, as that allows them to direct the snow where they want it. He identified areas where snow could be stored on the lot.

Commissioner Wako asked how often the water debris is cleaned out.

Mr. B. Netley replied that it is cleaned out once per quarter.

Mr. N. Netley replied that sometimes it is emptied more often in the winter. He explained that there is a gauge on the system that allows them to schedule clean out when it is needed. He explained that a large pump truck comes to collect the material early in the day. He commented that the material is mostly rocks and sand, the debris that builds up on vehicles and comes off in the wash.

Commission Chair Cavin asked if there would be a lighting plan that would meet the standards.

Associate Planner Hayes-Regan commented that a photometric plan was submitted and reviewed.

Commission Chair Cavin reopened the public hearing.

Margaret Schoolmaster 8225 109th Place N., Champlin

MOTION TURNER SECOND BORER TO RECOMMEND APPROVAL OF RESOLUTION APPROVING A SITE PLAN REVIEW FOR THE CONSTRUCTION OF A CAR WASH LOCATED AT AN ADDRESS TO BE DETERMINED AT 108TH COURT, BROOKLYN PARK, MN 55445.

MOTION CARRIED UNANIMOUSLY.

MOTION TURNER SECOND BORER TO RECOMMEND APPROVAL OF A RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR THE OPERATION OF A CAR WASH LOCATED AT AN ADDRESS TO BE DETERMINED AT 108TH COURT, BROOKLYN PARK, MN 55445.

MOTION CARRIED UNANIMOUSLY.

Planning Director Mogush stated the public hearing item is scheduled to be reviewed at the City Council meeting on May 27th, 2025.

6. OTHER BUSINESS

Planning Director Mogush stated that there will be a work session after the regular meeting where we will review engineering's role in the planning process.

III. DISCUSSION ITEMS

Planning Director Mogush confirmed that Brooklyn Bridge Alliance for Youth will be at the next regular meeting net month to present their project that they have been working on.

IV. VERBAL REPORTS AND ANNOUNCEMENTS

7. Council Comments

Council Liaison McGarvey provided an update on recent actions and discussions of the City Council.

8. Commission comments

Commissioner Chair Cavin had no commission comments.

9. Staff Comments

Planning Director Mogush reminded the commission that the work session would be immediately after.

V. ADJOURNMENT

Commission Chair Cavin adjourned the meeting at 8:09 PM.

Respectfully submitted,

Paul Mogush
Planning Director

MEMORANDUM

1000 Twelve Oaks Center Drive, Suite 200
Wayzata, MN 55391

952.426.7400 | mohagenhansen.com



DATE: April 4, 2025

PROJECT: SotaShine
Brooklyn Park Carwash

PROJECT NO.: 25049

LOCATION: 108th Court
Brooklyn Park, MN 55445

SUBJECT: CUP and Site Plan Review Application: Letter of Request

This Letter of Request is being submitted on behalf of SotaShine Brooklyn Park Carwash in association with simultaneous CUP and Site Plan Review applications.

SotaShine is requesting CUP approval of a carwash facility in a BP zone. Additionally, a Site Plan Review approval is requested in keeping with the general city development approval process and in response to the Planned Development Overlay requirements.

SotaShine is proposing their third location in Brooklyn Park near the southeast quadrant of the intersection of 109th Avenue North and Highway 169. Scannell Properties is proposing a master development of this area and SotaShine is intent on purchasing an outlot being created specifically for their use on what will become 108th Court, a new public road created within the development. The design for the master development is happening independently of this specific project but the details of this project are being coordinated with the Scannell team as each project advances.

SotaShine is proposing a unique carwash to serve the Minnesota market by providing a first-class, top-grade carwash along with an indoor vacuum and car care facility. The indoor facility will be the first of its kind in Minnesota and will be a record-breaking facility as the longest carwash tunnel in the world. It will provide a great new setting for people to take care of their vehicles in the middle of the messy Minnesota winters.

Project Details:

Site Size: 1.96 Acres (85,579 SF)

Building Size: 33,566 GSF; Single Story, Sprinkled

Stacking: 35+ Vehicles

Employee
Parking: 10 Stalls

Indoor
Vacuum: 33 Stalls

ENGAGING PROCESS. COMPELLING SOLUTIONS. GENUINE PARTNER.



MEMORANDUM

SotaShine: Brooklyn Park Carwash
MH Project Number 25049
April 4, 2025
Page 2 of 2

Site Access and Flow:

As designed, the site functions as a destination use, that is, paying customers come for a carwash and can loop back into the building for access to vacuum stalls or they can leave the site directly following the carwash. There is no other reason for a customer to be on the property. Service vehicles will come to the site during non-business hours to pick up trash and to service the mechanical systems of the facility. Service access is on the south side of the building on the looping driveway that wraps the south side. Should a customer choose not to get a carwash, they can use that looping driveway to exit the property. Queuing is generous to minimize impact on the street that serves this site and the adjacent parcels.

Following a carwash, customers loop back around to the north side of the building to access the indoor vacuum stalls and can find other car care options such as towels to dry the outside of their vehicle and services to clean floor mats. There are no mechanical/automotive car care activities accommodated in this space.

Site Design:

As part of the Planned Development and master site plan effort, the site satisfies the requirements of the master development and is served by utilities that are more than adequate for the operation of the carwash. The carwash maximizes water efficiency inherently in the design of the carwash system itself, using the latest green technologies to conserve water and energy and to minimize waste. The water service will provide water for the carwash and the minor domestic needs as well as a dedicated sprinkler system for the building as a whole.

Landscaping is designed to meet the city standards and to provide the requested screening of headlights for south facing cars adjacent to northbound 169.

Site lighting is arranged to provide for both safety and aesthetics while maintaining light levels in keeping with city standards. Lighting is achieved through a combination of pole-mounted and wall-mounted lights.

Customer Amenities:

Aside from the indoor vacuum space, there are no retail services offered at the location. Only a convenience bathroom is provided, although this is not required by code.

Non-Customer Spaces:

The building interior provides several spaces that are off limits to customers including an employee restroom, breakroom/office area, operations office, a sales kiosk/office for front-line employees who are controlling the gates, and utility rooms such as electrical, water service, carwash equipment, and trash and recycling facilities.

Building Design:

The building exterior is designed in keeping with the SotaShine brand in terms of colors and exterior materials but with adjustments to respond to the location of the site relative to roadways as well as to respond to the size and conditions of the building and its unique interior function. The building is essentially four-sided architecture, responding to the level of exposure from all sides and creating a strong sense of brand continuity around the building. The exterior shell is designed using energy-efficient and durable precast concrete panels adorned with textures, overlay materials, and paint to provide variation, interest and scale. Signage is proposed on the building, facing 169 and 108th and a free-standing sign is proposed in the northwest corner of the site to maximize visibility.

SotaShine is pleased to make this request and to bring this proposed development to the City of Brooklyn Park.

ENGAGING PROCESS. COMPELLING SOLUTIONS. GENUINE PARTNER.



Headquarters
8801 River Crossing Blvd.
Suite 300
Indianapolis, IN 46240
tel: 317.843.5959
fax: 317.843.5959

U.S. Regional Offices
Chicago
Dallas
Kansas City
Minneapolis
San Francisco
Washington DC

March 31st, 2025

City of Brooklyn Park, MN

Site Plan Submittal

Ladies and Gentlemen:

The undersigned, as owner of approximately 1.8 acres off of 108th Court in Northpark Business Center (the "Owner"), hereby consents to Sota Shine, LLC, a Minnesota based Limited Liability Corporation ("Sota-Shine"), as the owner under contract, to submit to the City of Brooklyn Park various site development plans regarding its property. The Owner recognizes that Sota Shine has employed the services of Kimley Horn and Mohagen Hansen, as Sota Shine's Agent, to execute and/or appear in connection with any and all applications for this plan approval process.

Should you have any questions, please contact me at 651-214-4255.

Sincerely,

Scannell Properties #377, LLC

By:  3/31/25

Michael Conzemius

Development Manager

SITE DEVELOPMENT PLANS FOR SOTA SHINE NORTHPARK

LOT 1, BLOCK 1 NORTHPARK BUSINESS CENTER TENTH ADDITION BROOKLYN PARK, MN

PROJECT TEAM:

ENGINEER
KIMLEY-HORN AND ASSOCIATES, INC.



PREPARED BY: JARED JONES, PE
767 EUSTIS STREET, SUITE 100
ST. PAUL, MN 55114
TELEPHONE (651) 645-4197

LANDSCAPE ARCHITECT
KIMLEY-HORN AND ASSOCIATES, INC.
767 EUSTIS STREET, SUITE 100
ST. PAUL, MN 55114
TELEPHONE (651) 645-4197
CONTACT: RYAN HYLLESTED, P.L.A.

GEOTECHNICAL ENGINEER
AMERICAN ENGINEERING TESTING, INC.
550 CLEVELAND AVE N
ST PAUL, MN 55114
TELEPHONE: (651) 789-4657
CONTACT: RYAN SCHMIDT, P.E.

OWNER / DEVELOPER
SOTA SHINE



18900 70TH WAY NORTH
MAPLE GROVE, MN 55311
TELEPHONE: (763) 316-4131
CONTACT: NICK NETLEY

SURVEYOR
E.G. RUD & SONS, INC.
6776 LAKE DRIVE #110
LINO LAKES, MN 55014
TELEPHONE: (651) 361-8200
CONTACT: JAMES NAPIER

ARCHITECT
MOHAGEN HANSEN
1000 TWELVE OAKS CENTER
DRIVE SUITE 200
WAYZATA, MN 55391
TELEPHONE: (952) 426-7400
CONTACT: NEIL MISSLING



VICINITY
N.T.S.



SITE

DRAWING INDEX	
Sheet Number	Sheet Title
C000	COVER SHEET
C100	GENERAL NOTES
C101	EXISTING CONDITIONS SURVEY
C301	EROSION AND SEDIMENT CONTROL PLAN
C400	SITE PLAN
C401	SITE DETAILS
C402	SITE DETAILS
C500	GRADING AND DRAINAGE PLAN
C600	UTILITY PLAN
C601	UTILITY DETAILS
L100	LANDSCAPE PLAN
L101	LANDSCAPE DETAILS
L102	LANDSCAPE DETAILS

NOTES:

1. CONTRACTOR SHALL CONFIRM THAT THE EXISTING CONDITIONS FOR THE SITE MATCH WHAT IS SHOWN ON THE DRAWINGS INCLUDED PRIOR TO CONSTRUCTION.
2. IF REPRODUCED, THE SCALES SHOWN ON THESE PLANS ARE BASED ON A 22x34 SHEET.
3. ALL NECESSARY INSPECTIONS AND/OR CERTIFICATIONS REQUIRED BY CODES AND/OR UTILITY SERVICES COMPANIES SHALL BE PERFORMED PRIOR TO ANNOUNCED BUILDING POSSESSION AND THE FINAL CONNECTION OF SERVICES.
4. ALL GENERAL CONTRACTOR WORK TO BE COMPLETED (EARTHWORK, FINAL UTILITIES, AND FINAL GRADING) BY THE MILESTONE DATE IN PROJECT DOCUMENTS.



PRELIMINARY - NOT FOR CONSTRUCTION

SOTA SHINE
NORTHPARK
PREPARED FOR
SOTA SHINE
BROOKLYN PARK MN

SHEET NUMBER
C000

COVER SHEET

KHA PROJECT
161318000
DATE
4/25/2025
SCALE AS SHOWN
DESIGNED BY JFJ
DRAWN BY KBP
CHECKED BY DLE

I HEREBY CERTIFY THAT THIS IS AN
SPECIFICATION OR REPORT WAS PREPARED BY
ME OR UNDER MY DIRECT SUPERVISION AND
THAT I AM A DULY LICENSED PROFESSIONAL
ENGINEER UNDER THE LAWS OF THE STATE OF
MINNESOTA.
JARED F. JONES
MN LIC. NO. 46810
DATE: 4/25/2025

Kimley-Horn
2024 KIMLEY-HORN AND ASSOCIATES, INC.
767 EUSTIS STREET, SUITE 100, ST. PAUL, MN 55114
PHONE: 651-645-4197
WWW.KIMLEY-HORN.COM

No.	REVISIONS	DATE	BY

PRELIMINARY COPY
AS OF 03-27-2025

NORTH PARK BUSINESS CENTER TENTH 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, NORTH PARK BUSINESS CENTER NINTH ADDITION, Hennepin County, Minnesota.

Has caused the same to be surveyed and platted as NORTH PARK BUSINESS CENTER TENTH ADDITION and does hereby dedicate to the public for public use the public ways and 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 NORTH PARK BUSINESS CENTER TENTH 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

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

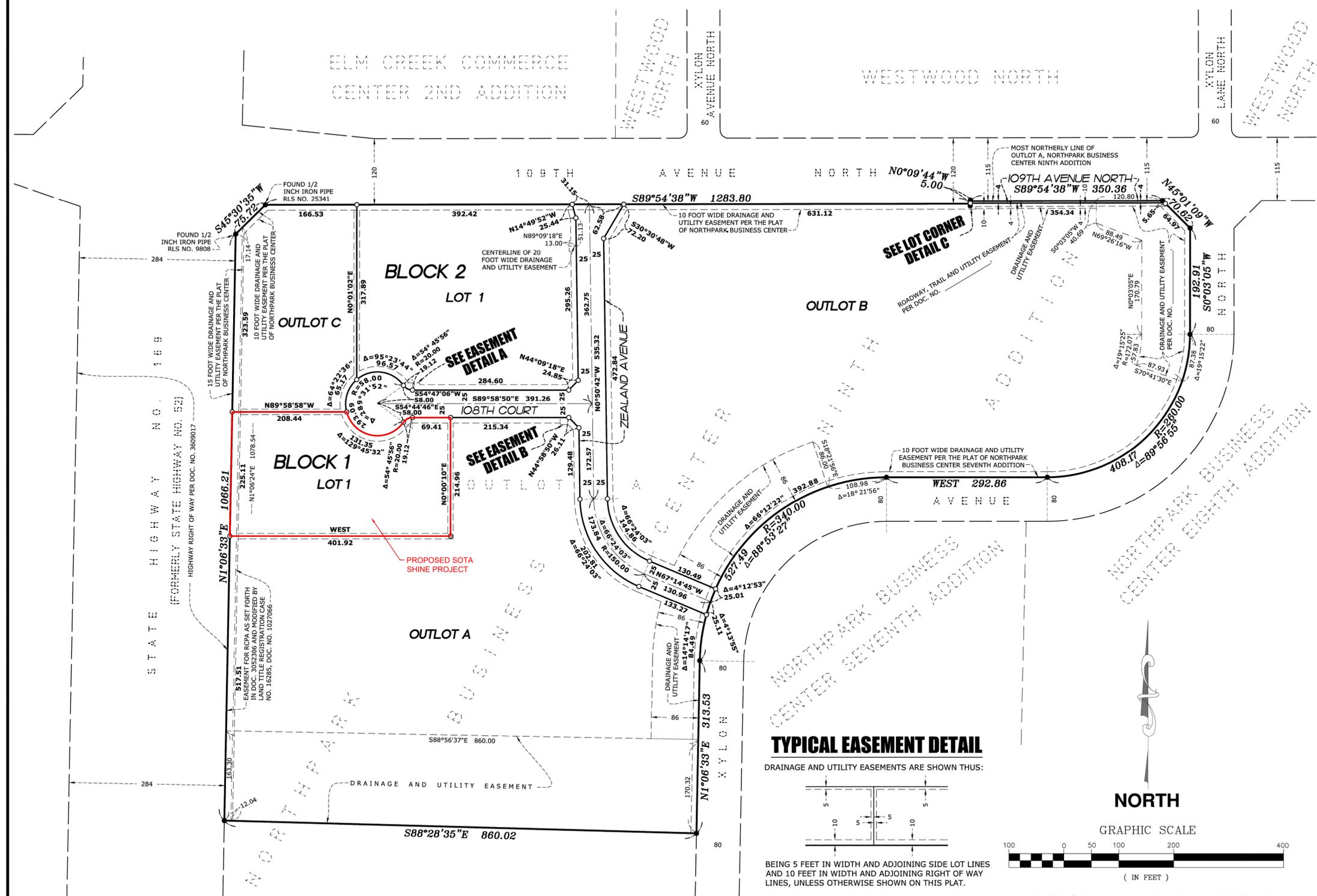
Pursuant to Minnesota Statutes Section 383B.565 (1969), this plat has been approved this _____ day of _____, 20__.

Chris F. Mavis, County Surveyor by _____

REGISTRAR OF TITLES, HENNEPIN COUNTY, MINNESOTA

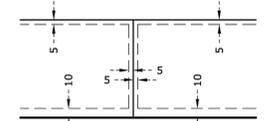
I hereby certify that the within plat of NORTH PARK BUSINESS CENTER TENTH ADDITION was filed in this office this _____ day of _____, 20__, at _____ o'clock _____ M.

Amber Bougie, Registrar of Titles by _____ Deputy



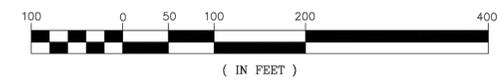
TYPICAL EASEMENT DETAIL

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



NORTH

GRAPHIC SCALE



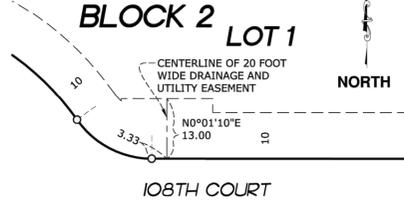
- DENOTES 1/2 INCH X 14 INCH IRON PIPE MONUMENT SET AND MARKED RLS NO. 25343.
- DENOTES 1/2 INCH IRON PIPE FOUND, MARKED RLS NO. 25343, UNLESS OTHERWISE SHOWN.

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

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

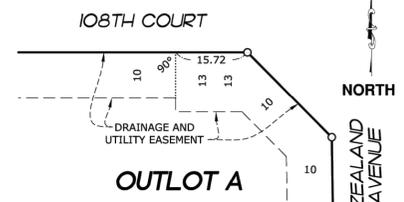
EASEMENT DETAIL A

(NOT TO SCALE)



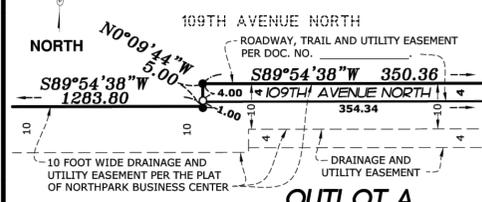
EASEMENT DETAIL B

(NOT TO SCALE)



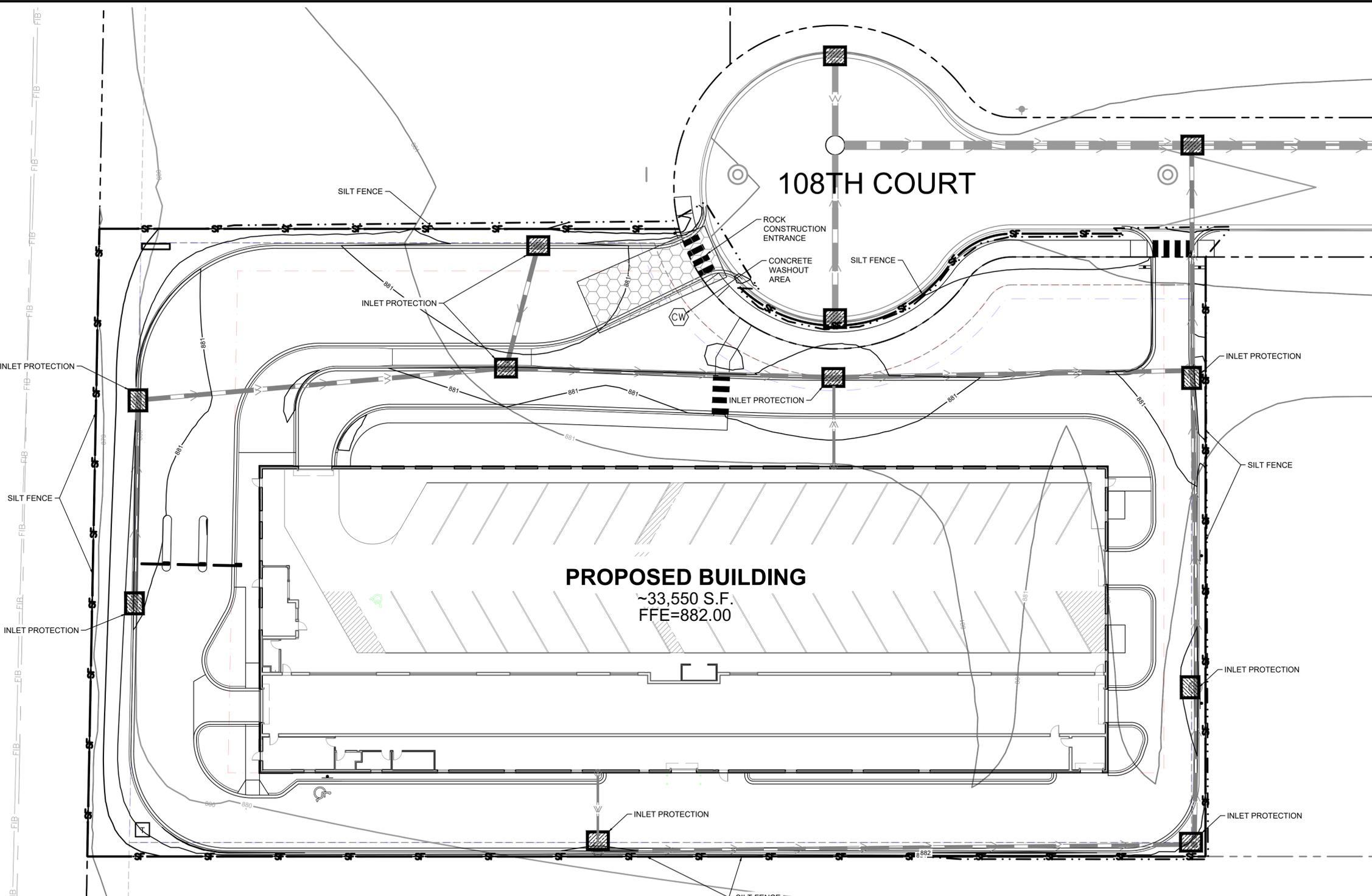
LOT CORNER DETAIL C

(NOT TO SCALE)



K:\TWC_LDEV\Sota Shine\Northpark3 Design\CAD\PlanSheets\EROSION AND SEDIMENT CONTROL PLAN.dwg, April 25, 2025 - 12:58pm

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

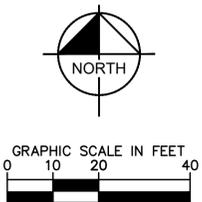


LEGEND

- ROCK ENTRANCE
- EROSION CONTROL BLANKET
- INLET PROTECTION
- SILT FENCE
- LIMITS OF DISTURBANCE
- SAFETY FENCE
- BIOROLL

- EROSION CONTROL PLAN NOTES**
- THE STORM WATER POLLUTION PREVENTION PLAN ("SWPPP") IS COMPRISED OF THE EROSION CONTROL PLAN, THE STANDARD DETAILS, THE PLAN NARRATIVE ATTACHMENTS INCLUDED IN THE SPECIFICATIONS OF THE SWPPP, PLUS THE PERMIT AND ALL SUBSEQUENT REPORTS AND RELATED DOCUMENTS.
 - ALL CONTRACTORS AND SUBCONTRACTORS INVOLVED WITH LAND DISTURBING ACTIVITIES SHALL OBTAIN A COPY OF THE SWPPP AND NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) GENERAL PERMIT, AND BECOME FAMILIAR WITH THEIR CONTENTS.
 - BEST MANAGEMENT PRACTICES (BMP'S) AND CONTROLS SHALL CONFORM TO FEDERAL, STATE AND LOCAL REQUIREMENTS, AS APPLICABLE. THE CONTRACTOR SHALL IMPLEMENT ADDITIONAL CONTROLS AS DIRECTED BY THE PERMITTING AGENCY, ENGINEER OR OWNER.
 - SITE ENTRY AND EXIT LOCATIONS SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT THE TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC ROADWAYS. SEDIMENT SPILLED, DROPPED, WASHED, OR TRACKED ONTO A PUBLIC ROADWAY FROM THE CONSTRUCTION SITE MUST BE REMOVED AS SOON AS PRACTICABLE. WHEN WASHING IS REQUIRED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO A PUBLIC ROADWAY, IT SHALL BE DONE IN AN AREA STABILIZED WITH CRUSHED STONE WHICH DRAINS INTO AN APPROVED SEDIMENT BASIN. ANY FINES IMPOSED FOR DISCHARGING SEDIMENT ONTO A PUBLIC RIGHT OF WAY SHALL BE PAID BY THE CONTRACTOR.
 - TEMPORARY SEEDING OR OTHER APPROVED METHODS OF STABILIZATION SHALL BE INITIATED WITHIN 7 DAYS OF THE LAST DISTURBANCE ON ANY AREA OF THE SITE.
 - THE CONTRACTOR SHALL MINIMIZE LAND DISTURBANCE AND CLEARING TO THE MAXIMUM EXTENT PRACTICAL OR AS REQUIRED BY THE GENERAL PERMIT.
 - CONTRACTOR SHALL DENOTE ON THE PLAN THE TEMPORARY PARKING AND STORAGE AREA WHICH SHALL ALSO BE USED AS THE EQUIPMENT MAINTENANCE AND CLEANING AREA, EMPLOYEE PARKING AREA, AND AREA FOR LOCATING PORTABLE FACILITIES, OFFICE TRAILERS, AND TOILET FACILITIES.
 - ALL WASH WATER FROM THE CONSTRUCTION SITE (CONCRETE TRUCKS, VEHICLE CLEANING, EQUIPMENT CLEANING, ETC.) SHALL BE DETAINED AND PROPERLY TREATED BEFORE DISPOSAL.
 - SUFFICIENT OIL AND GREASE ABSORBING MATERIALS AND FLOTATION BOOMS SHALL BE MAINTAINED ON SITE OR READILY AVAILABLE TO CONTAIN AND CLEAN-UP FUEL OR CHEMICAL SPILLS AND LEAKS.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL ON SITE. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS PROHIBITED.
 - RUBBISH, TRASH, GARBAGE, LITTER, OR OTHER SUCH MATERIALS SHALL BE DEPOSITED INTO SEALED CONTAINERS. MATERIALS SHALL BE PREVENTED FROM LEAVING THE PREMISES THROUGH THE ACTION OF WIND OR STORM WATER DISCHARGE INTO DRAINAGE DITCHES OR WATERS OF THE STATE.
 - STAGING AREAS, STOCKPILES, SPOILS, ETC. SHALL BE LOCATED OUTSIDE OF DRAINAGE WAYS SUCH THAT STORM WATER RUNOFF WILL NOT BE ADVERSELY AFFECTED. PROVIDE STABILIZATION MEASURES SUCH AS PERIMETER EROSION CONTROL BMP'S, SEEDING, OR OTHER COVERING AS NECESSARY TO PREVENT EROSION.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR RE-ESTABLISHING ANY EROSION CONTROL BMP DISTURBED DURING CONSTRUCTION OPERATIONS. NOTIFY THE OWNER'S REPRESENTATIVE OF ANY DEFICIENCIES IN THE ESTABLISHED EROSION CONTROL MEASURES THAT MAY LEAD TO UNAUTHORIZED DISCHARGE OF STORM WATER POLLUTANTS. UNAUTHORIZED POLLUTANTS INCLUDE (BUT ARE NOT LIMITED TO) EXCESS CONCRETE, DUMPING, CONCRETE RESIDUE, PAINTS, SOLVENTS, GREASES, FUELS, LUBRICANT OILS, PESTICIDES, AND SOLID WASTE MATERIALS.
 - EROSION CONTROL BMP'S SHOWN ON THESE PLANS SHALL BE INSTALLED PRIOR TO THE START OF LAND-DISTURBING ACTIVITIES ON THE PROJECT, AND INITIATED AS SOON AS PRACTICABLE.
 - THE CONTRACTOR IS SOLELY RESPONSIBLE FOR COMPLYING WITH THE REQUIREMENTS OF THE AUTHORITY HAVING JURISDICTION, AND SHALL MAINTAIN COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS FOR THE DURATION OF CONSTRUCTION.
 - THE CONTRACTOR SHALL FIELD ADJUST AND/OR PROVIDE ADDITIONAL EROSION CONTROL BMP'S AS NEEDED TO PREVENT EROSION AND OFF-SITE SEDIMENT DISCHARGE FROM THE CONSTRUCTION SITE. LOG AND RECORD ANY ADJUSTMENTS AND DEVIATIONS FROM THE APPROVED EROSION CONTROL PLANS WITHIN THE SWPPP DOCUMENTS STORED IN THE JOB SITE TRAILER.

- SEQUENCE OF CONSTRUCTION**
- INSTALL PERIMETER EROSION CONTROL (I.E. SILT FENCE) AND INLET PROTECTION AT EXISTING STORMWATER INLETS.
 - CONSTRUCT STABILIZED CONSTRUCTION ENTRANCE AND CONCRETE WASHOUT
 - BEGIN MASS SITE GRADING AND ROUGH GRADE SITE SUFFICIENTLY TO ESTABLISH PROPOSED DRAINAGE PATTERNS.
 - START CONSTRUCTION OF THE BUILDING PAD AND STRUCTURES. TEMPORARILY SEED, THROUGHOUT CONSTRUCTION, DISTURBED AREAS THAT WILL BE INACTIVE FOR 14 DAYS OR MORE OR AS REQUIRED BY THE NPDES AND/OR CITY GRADING PERMIT(S).
 - CONSTRUCT UNDERGROUND SITE UTILITIES AND STORM SEWER.
 - INSTALL APPROPRIATE INLET PROTECTION AT ANY NEW STORM SEWER STRUCTURES AS EACH STRUCTURE IS CONSTRUCTED.
 - COMPLETE SITE GRADING AND PERMANENTLY STABILIZE AREAS TO BE VEGETATED AS THEY ARE BROUGHT TO FINAL GRADE.
 - PLACE PAVEMENT BASE MATERIAL.
 - CONSTRUCT PAVEMENTS, CURB & GUTTER, AND SIDEWALKS.
 - AS APPROPRIATE, REPLACE & MAINTAIN INLET PROTECTION DEVICES WITHIN PAVED AREAS AS WORK PROGRESSES.
 - COMPLETE FINAL GRADING AND INSTALL OF PERMANENT STABILIZATION (SEEDING, SODDING, ETC.) WITHIN LANDSCAPED AREAS.
 - WHEN THE SITE HAS ACHIEVED FINAL STABILIZATION AS DEFINED BY THE APPLICABLE EROSION CONTROL PERMITS, REMOVE ALL REMAINING TEMPORARY EROSION & SEDIMENT CONTROL BMP'S AND RE-STABILIZE ANY AREAS DISTURBED BY THE REMOVAL.
- NOTE: THE SEQUENCE OF CONSTRUCTION IS INTENDED TO CONVEY THE GENERAL CONCEPTS OF THE EROSION CONTROL DESIGN AND SHOULD NOT BE RELIED UPON FOR CONSTRUCTION PURPOSES. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR DETAILED PHASING AND CONSTRUCTION SEQUENCING NECESSARY TO CONSTRUCT THE PROPOSED IMPROVEMENTS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING IMMEDIATELY, PRIOR TO AND/OR DURING CONSTRUCTION IF ANY ADDITIONAL INFORMATION ON THE CONSTRUCTION SEQUENCE IS NECESSARY.



PROPERTY SUMMARY	
TOTAL PROPERTY AREA	1.96 AC / 85,579 SF
DISTURBED AREA	±2.02 AC
EXISTING IMPERVIOUS AREA	0 AC / 0 SF / 0.0%
EXISTING PERVIOUS AREA	1.96 AC / 85,579 SF / 100%
PROPOSED IMPERVIOUS AREA	1.52 AC / 66,220 SF / 77%
PROPOSED PERVIOUS AREA	0.44 AC / 21,012 SF / 23%

SWPPP UPDATES & AMENDMENTS

THE CONTRACTOR MUST UPDATE THE SWPPP BY NOTING ON THE SITE MAPS IN THE JOB SITE BINDER TO REFLECT THE PROGRESS OF CONSTRUCTION ACTIVITIES AND GENERAL CHANGES TO THE PROJECT SITE FOR THE DURATION OF LAND DISTURBING ACTIVITIES. AT A MINIMUM, UPDATES SHALL BE MADE DAILY TO TRACK CONSTRUCTION PROGRESS DESCRIBED IN THE SEQUENCE OF CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR NOTING THE LOCATION OF THE JOB SITE TRAILER, TEMPORARY PARKING & LAYDOWN AREAS, PORTA-POTTY, WHEEL WASH, CONCRETE WASHOUT, FUEL & MATERIAL STORAGE, SOLID WASTE CONTAINERS, AND OTHER CONSTRUCTION RELATED FACILITIES THAT MAY IMPACT STORMWATER RUNOFF.

PRELIMINARY - NOT FOR CONSTRUCTION

EROSION AND SEDIMENT CONTROL PLAN

SOTA SHINE NORTH PARK
PREPARED FOR
SOTA SHINE
BROOKLYN PARK

MINN.

SHEET NUMBER
C301

DATE: 4/25/2025 LIC. NO. 46810

DESIGNED BY: JFJ

DRAWN BY: JFJ

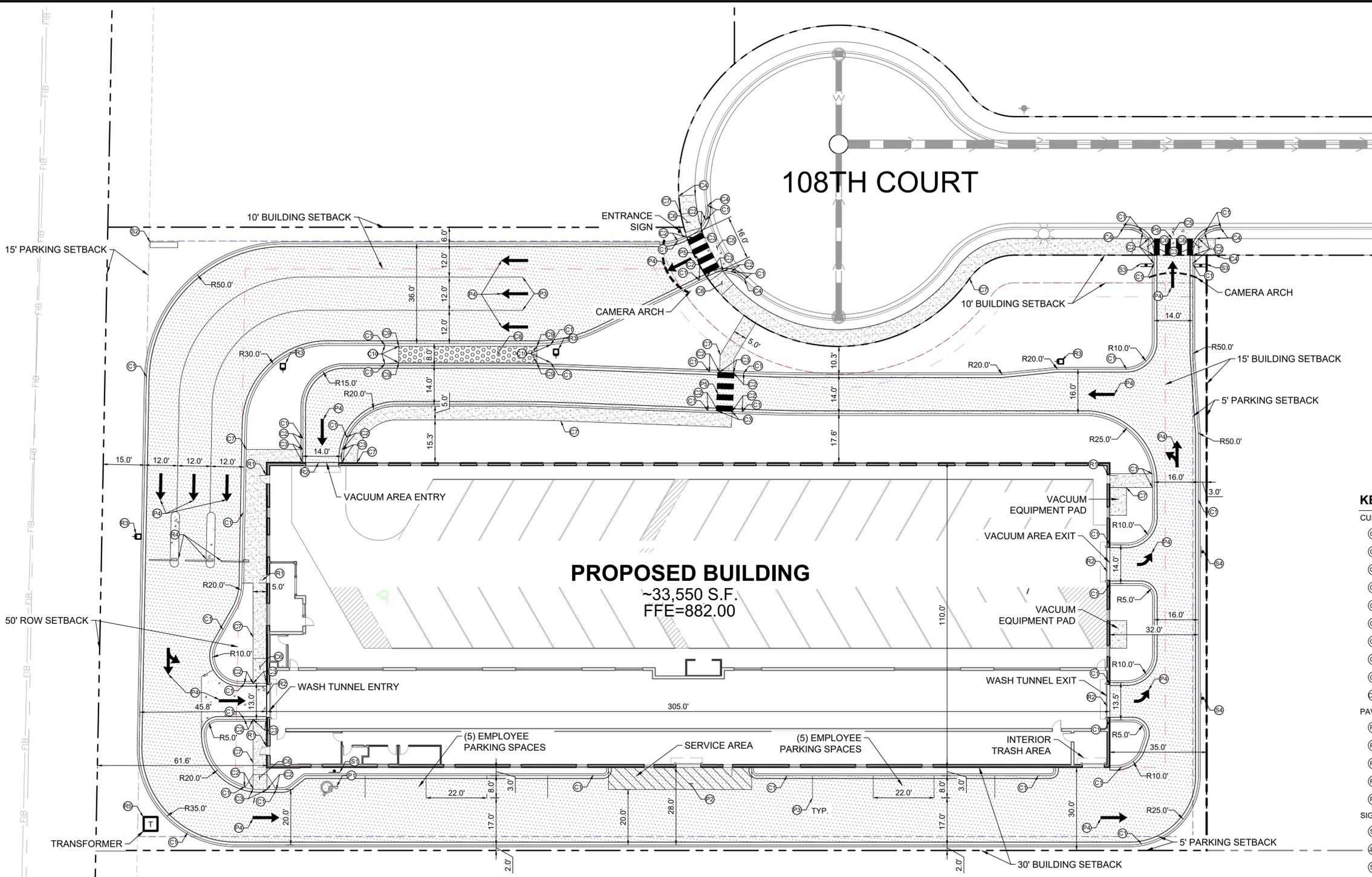
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No.	REVISIONS	DATE	BY

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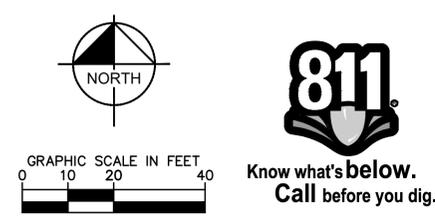


LEGEND

	PROPERTY LINE
	SETBACK LINE
	FUTURE SETBACK LINE
	DRAINAGE AND UTILITY EASEMENT
	PROPOSED CURB AND GUTTER
	STANDARD DUTY ASPHALT PAVEMENT SEE DETAILS FOR SECTION
	HEAVY DUTY CONCRETE PAVEMENT SEE DETAILS FOR SECTION
	STANDARD DUTY CONCRETE PAVEMENT / SIDEWALK SEE DETAILS FOR SECTION

- SITE PLAN NOTES**
- REFER TO THE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF STOOPS, TRUCK DOCKS, TRASH ENCLOSURES & PRECISE BUILDING DIMENSIONS. REFER TO THE SITE ELECTRICAL PLAN FOR LOCATIONS OF PROPOSED LIGHT POLES, CONDUITS, AND ELECTRICAL EQUIPMENT.
 - REFER TO CERTIFIED SITE SURVEY OR PLAT FOR EXACT LOCATION OF EXISTING EASEMENTS, PROPERTY BOUNDARY DIMENSIONS, AND ADJACENT RIGHT-OF-WAY & PARCEL INFORMATION.
 - DIMENSIONS AND RADII ARE DRAWN TO THE FACE OF CURB, UNLESS OTHERWISE NOTED. DIMENSIONS ARE ROUNDED TO THE NEAREST TENTH FOOT, AND AREAS ARE ROUNDED TO THE NEAREST SQUARE FOOT.
 - UNLESS OTHERWISE NOTED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR RELOCATING EXISTING SITE IMPROVEMENTS THAT CONFLICT WITH THE PROPOSED WORK, INCLUDING BUT NOT LIMITED TO TRAFFIC SIGNS, LIGHT POLES, ABOVEGROUND UTILITIES, ETC. PERFORM WORK IN ACCORDANCE WITH GOVERNING AUTHORITIES REQUIREMENTS AND PROJECT SITE WORK SPECIFICATIONS. COST SHALL BE INCLUDED IN BASE BID.
 - TYPICAL PARKING STALL DIMENSIONS SHALL BE 9.0-FEET IN WIDTH AND 20-FEET IN LENGTH UNLESS OTHERWISE INDICATED.
 - MONUMENT SIGN(S) ARE DETAILED ON THE ARCHITECTURAL PLANS AND ARE SHOWN FOR GRAPHICAL & INFORMATIONAL PURPOSES ONLY. CONTRACTOR TO VERIFY SIGN DIMENSIONS, LOCATION AND REQUIRED PERMITS WITH THE OWNER.

- KEYNOTE LEGEND**
- CURB AND PAVING**
- (C1) B612 CONCRETE CURB & GUTTER (TYP.) (SEE DETAIL)
 - (C2) CURB TRANSITION FROM 6" TO FLUSH (SEE GRADING PLAN)
 - (C3) FLUSH CURB AND WALK (SEE DETAIL)
 - (C4) MATCH EXISTING EDGE OF PAVEMENT/ CURB & GUTTER
 - (C5) CONCRETE DRIVEWAY APRON (SEE DETAIL)
 - (C6) ACCESSIBLE CURB RAMP
 - (C7) CONCRETE SIDEWALK
 - (C8) REINFORCED TURF - SEE LANDSCAPE PLANS FOR DETAIL
 - (C9) SURMOUNTABLE CURB (SEE DETAIL)
 - (C10) CURB TRANSITION FROM B612 TO SURMOUNTABLE
- PAVEMENT MARKINGS**
- (P1) ACCESSIBLE PARKING SYMBOL
 - (P2) WHITE PAINTED CROSS-HATCH AREA
 - (P3) 4" WIDE PAINTED WHITE SOLID LINE, TYP.
 - (P4) PAINTED DIRECTIONAL ARROW
 - (P5) PAINTED CROSSWALK
- SIGNAGE**
- (S1) ADA PARKING SIGN (TYP)
 - (S2) MONUMENT SIGN (REFER TO SIGNAGE PLANS)
 - (S3) STOP SIGN/DEXIT ONLY SIGN
 - (S4) ONE WAY SIGN
- REFERENCE NOTES**
- (R1) AT-GRADE BUILDING ENTRY & STOOP (REFER TO ARCH & STRUCTURAL PLANS)
 - (R2) OVERHEAD VEHICLE DOOR (REFER TO ARCH PLANS)
 - (R3) LIGHT POLES (REFER TO ELECTRICAL SITE PLAN)
 - (R4) CONCRETE ISLAND & GATE ARMS (BY OWNER)
 - (R5) TRANSFORMER PAD (REFER TO ELECTRICAL / STRUCTURAL)
 - (R6) CAMERA ARCH (BY OWNER)



PROPERTY SUMMARY	
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EXISTING PERVIOUS AREA	1.96 AC / 85,579 SF / 100%
PROPOSED IMPERVIOUS AREA	1.52 AC / 66,220 SF / 77%
PROPOSED PERVIOUS AREA	0.44 AC / 21,012 SF / 23%
SITE DATA	
ZONING	BUSINESS PARK (BP)
PROPOSED LAND USE	CAR WASH
PARKING SETBACKS	SIDE/REAR = 5' RIGHT OF WAY = 15'
BUILDING SETBACKS	FRONT = 10' SIDE = 15' REAR = 30' RIGHT OF WAY = 50'

BUILDING DATA	
TOTAL BUILDING AREA	33,550 SF
PERCENT OF TOTAL PROPERTY AREA	39.20%
PARKING SUMMARY	
EMPLOYEE PARKING	10 SPACES (9 STANDARD / 1 ADA)
VACUUM PARKING	33 SPACES (32 STANDARD / 1 ADA)
TOTAL PROPOSED PARKING	43 SPACES

PRELIMINARY - NOT FOR CONSTRUCTION

SOTA SHINE NORTH PARK
PREPARED FOR
SOTA SHINE
BROOKLYN PARK

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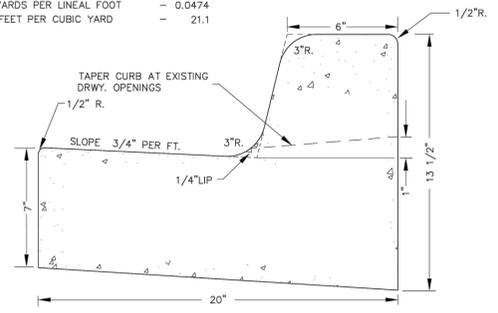
SITE PLAN

DATE: 4/25/2025
LIC. NO. 46810
MINN.

NO.	REVISIONS	DATE	BY

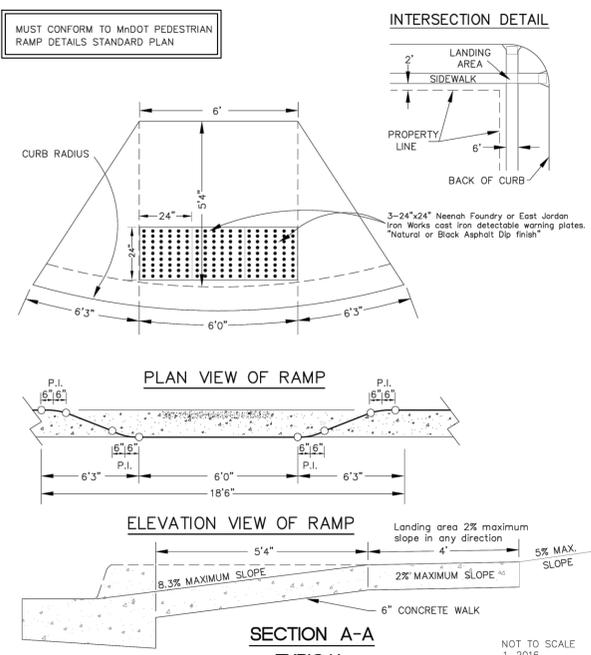
SHEET NUMBER
C400

REFERENCE TO MNDOT SPEC. - 25.31
 DESIGN NO. - B-612
 GUTTER WIDTH - 12"
 CUBIC YARDS PER LINEAL FOOT - 0.0474
 LINEAL FEET PER CUBIC YARD - 21.1

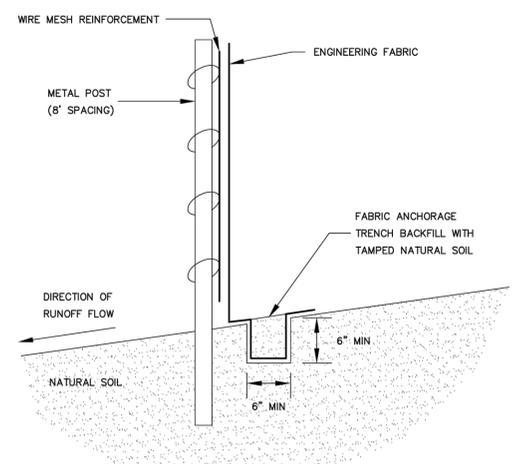


**B-612 CONCRETE CURB AND GUTTER
 DETAIL DRAWING ST-1
 CITY OF BROOKLYN PARK**

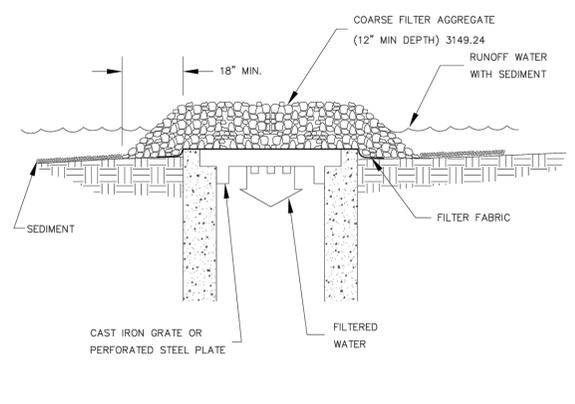
The curb and curb transition on the ramp will be paid for as linear feet of concrete curb and gutter. The ramp area will be paid for at the Contract unit price bid for 6" sidewalk. The truncated domes will be paid separately at the Contract unit price bid.



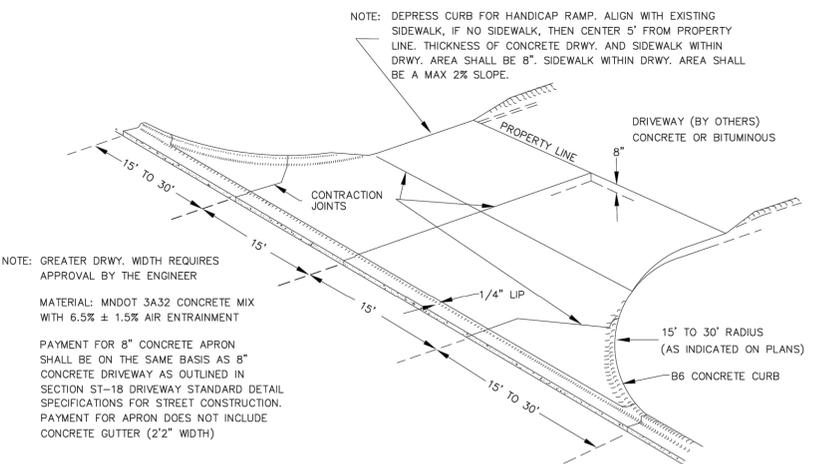
**A.D.A. PEDESTRIAN CURB RAMP
 DETAIL DRAWING ST-9
 CITY OF BROOKLYN PARK**



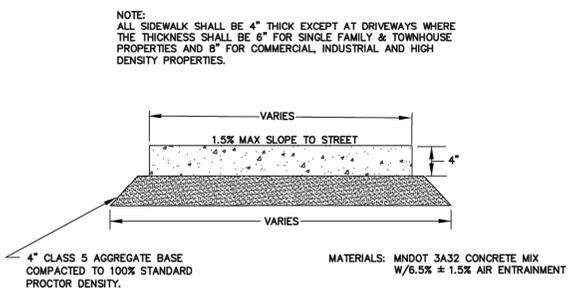
**TYPICAL INSTALLATION FOR SILT FENCE
 DETAIL DRAWING ST-F
 CITY OF BROOKLYN PARK**



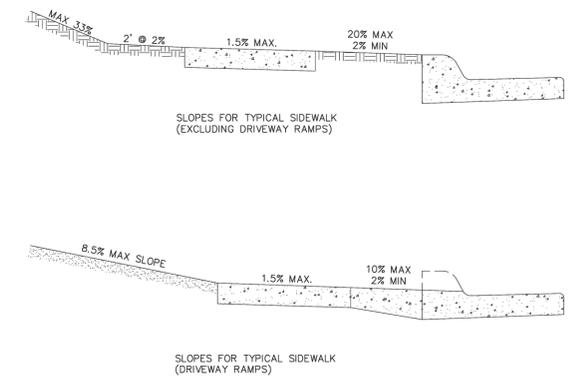
**DROP INLET SEDIMENT FILTER
 DETAIL DRAWING
 CITY OF BROOKLYN PARK**



**TYPICAL DRIVEWAY OPENING COMMERCIAL OR INDUSTRIAL
 DETAIL DRAWING ST-8
 CITY OF BROOKLYN PARK**



**CONCRETE SIDEWALK
 DETAIL DRAWING ST-6
 CITY OF BROOKLYN PARK**



**TYPICAL CROSS SECTIONS FOR SIDEWALKS
 DETAIL DRAWING ST-13
 CITY OF BROOKLYN PARK**

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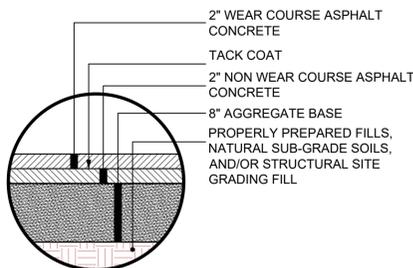
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 JARED F. JONES
 MIN. LIC. NO. 48610
 DATE: 4/25/2025

KHA PROJECT	161318000
DATE	4/25/2025
SCALE	#####
DESIGNED BY	JFJ
DRAWN BY	KBP
CHECKED BY	DLE

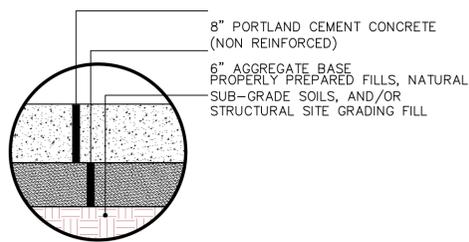
SITE DETAILS

**SOTA SHINE
 NORTH PARK
 PREPARED FOR
 SOTA SHINE
 BROOKLYN PARK**

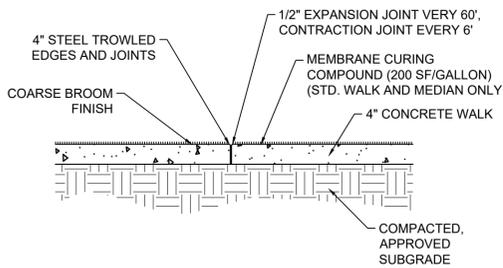
PAVEMENT SECTIONS SHOWN ARE PROVIDED AS A REFERENCE ONLY. REFER TO GEOTECHNICAL REPORT FOR ALL PAVEMENT, SUBGRADE PREPARATION AND COMPACTION REQUIREMENTS.



1 STANDARD DUTY ASPHALT PAVEMENT SECTION
NO SCALE

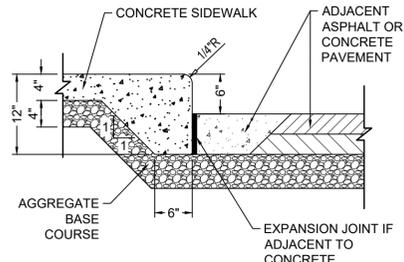


2 HEAVY DUTY CONCRETE PAVEMENT SECTION
NO SCALE

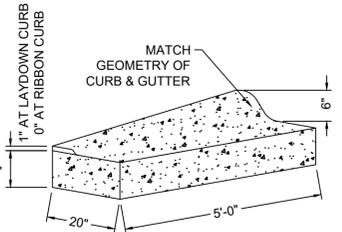


NOTES:
1. ALL EXCAVATION, COMPACTION AND BACKFILL INCIDENTAL TO UNIT PRICE BID FOR 4" SIDEWALK

4 CONCRETE SIDEWALK
NO SCALE

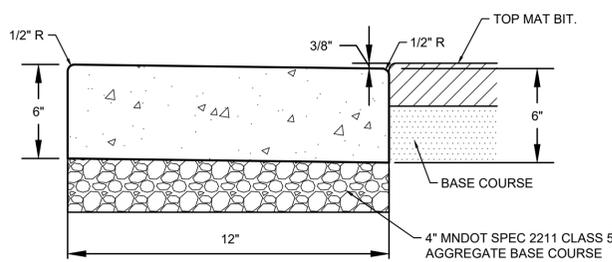


5 INTEGRAL CONCRETE CURB & SIDEWALK
NO SCALE

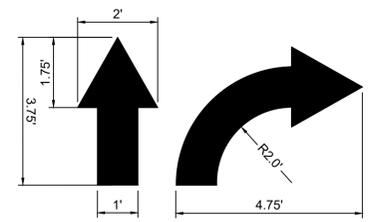


NOTES:
1. REFER TO CONCRETE CURB & GUTTER DETAIL FOR SPECIFICATIONS AND AGGREGATE BASE COURSE DIMENSIONS

6 CONCRETE CURB TAPER
NO SCALE

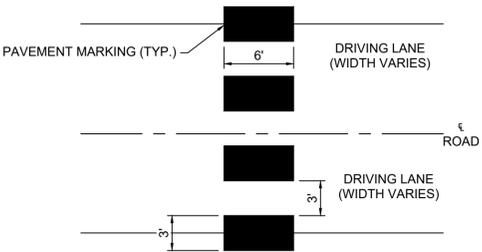


7 FLUSH CURB
N.T.S.



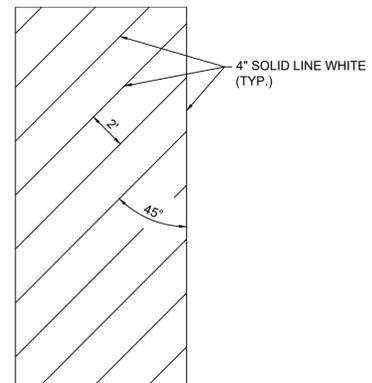
NOTE: ALL TRAFFIC FLOW ARROWS TO BE SOLID WHITE REFLECTIVE TRAFFIC PAINT AS PER DIMENSIONS ABOVE

8 TRAFFIC ARROW
NO SCALE

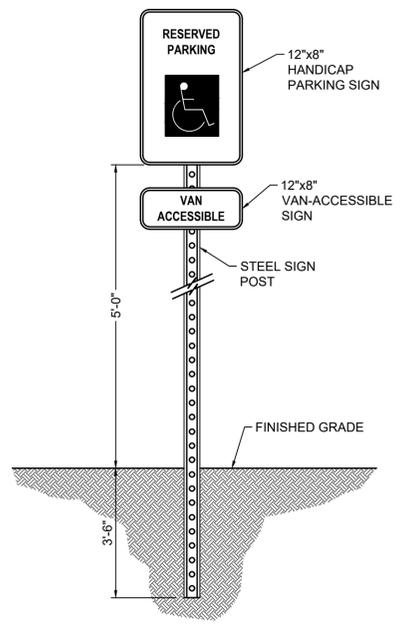


NOTE:
1. TAPED AREAS TO BE CENTERED AND ALIGNED ON CENTER LINE AND LANE LINES. MAKE ADJUSTMENTS IN CENTER MEDIAN AREA.
2. ZEBRA CROSSWALKS SHALL BE WHITE POLYMER-PREFORMED TAPE OR AN ACCEPTABLE EQUIVALENT APPROVED BY THE ENGINEER.
3. A MINIMUM OF 1.5 FT. CLEAR DISTANCE MUST BE LEFT ADJACENT TO CURB. IF LAST STRIPED AREA FALLS INTO THIS DISTANCE, IT MUST BE OMITTED.
4. REMOVE ALL CONFLICTING PAVEMENT MARKINGS AS DIRECTED BY THE ENGINEER.
5. AT SKEWED CROSSWALKS, THE TAPED AREAS ARE TO REMAIN PARALLEL TO THE LANE LINES.
6. WHERE PAVEMENT MARKINGS CAN NOT BE INLAYED INTO THE HOT MAT, PAVEMENT SHALL BE GROOVED FOR THE INSTALLATION OF THE POLYMER-PREFORMED MARKINGS. SEE Mn/DOT STANDARD SPECIFICATION 2564.

9 CROSSWALK STRIPING
NO SCALE

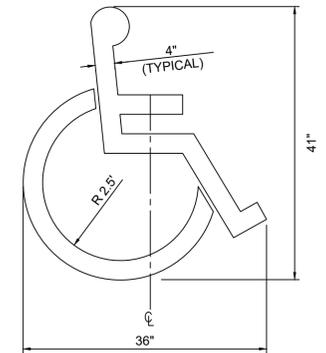


10 TYPICAL CROSS HATCHING MARKINGS
NO SCALE

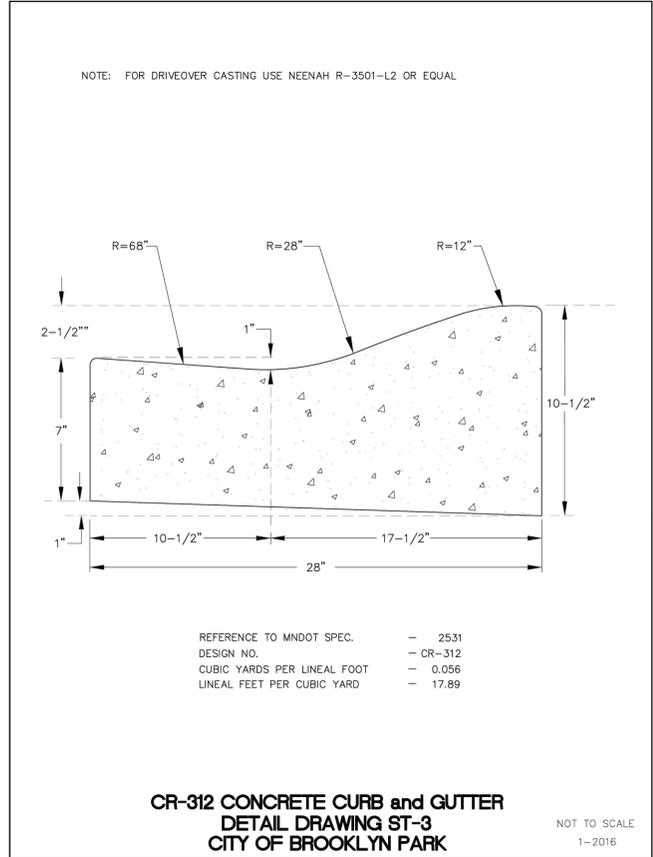


NOTES:
1. SIGNS SHALL BE 18 GAUGE STEEL, WITH BAKED ENAMEL WHITE LETTERS AND BORDER ON BLUE BACKGROUND, WHERE APPLICABLE.
2. POST SHALL BE GALVANIZED STEEL U-CHANNEL, PERFORATED WITH 3/8" HOLES AT 1" CENTERS
3. SIGNS SHALL COMPLY WITH LOCAL MUTCD REQUIREMENTS

11 ACCESSIBLE PARKING SIGN
NO SCALE



12 ACCESSIBLE PARKING SYMBOL
NO SCALE



**CR-312 CONCRETE CURB and GUTTER
DETAIL DRAWING ST-3
CITY OF BROOKLYN PARK**

NOT TO SCALE
1-2016

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JARED F. JONES
MINN. LIC. NO. 46810
DATE: 4/25/2025

KHA PROJECT	161318000
DATE	4/25/2025
SCALE	###/###
DESIGNED BY	JF/J
DRAWN BY	KBP
CHECKED BY	DLE

SITE DETAILS

**SOTA SHINE
NORTH PARK
PREPARED FOR
SOTA SHINE**

BROOKLYN PARK
SHEET NUMBER
C402

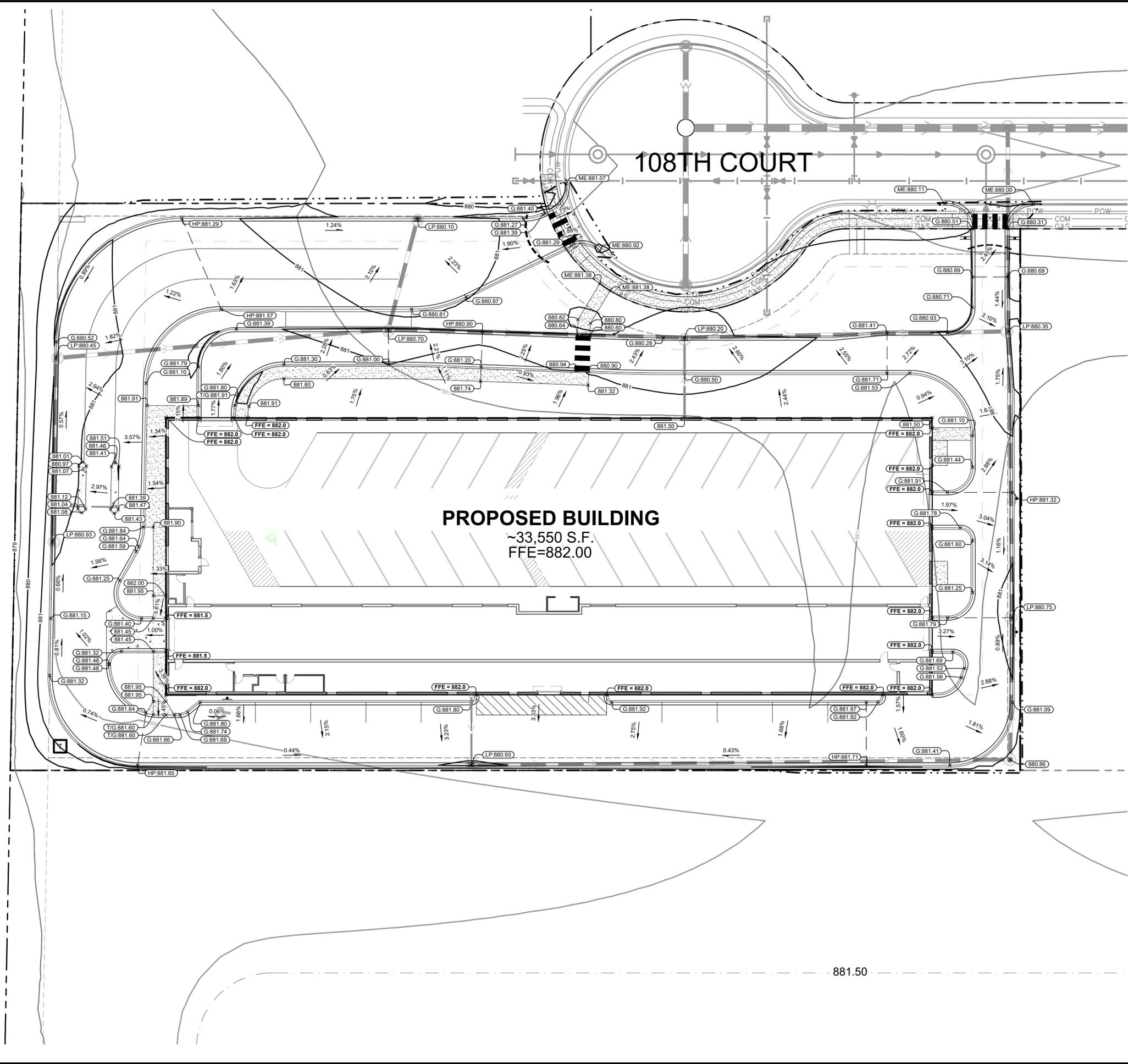
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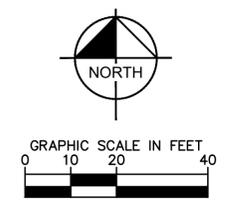
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LEGEND

- PROPERTY LINE
- SETBACK LINE
- FUTURE SETBACK LINE
- DRAINAGE AND UTILITY EASEMENT
- EXISTING CONTOUR
- PROPOSED CONTOUR
- PROPOSED RIDGE LINE
- PROPOSED SWALE
- PROPOSED STORM MANHOLE (SOLID CASTING)
- PROPOSED STORM MANHOLE (ROUND INLET CASTING)
- PROPOSED STORM MANHOLE/ CATCH BASIN (CURB INLET CASTING)
- PROPOSED STORM SEWER CLENOT
- PROPOSED FLARED END SECTION
- PROPOSED RIPRAP
- PROPOSED STORM SEWER
- PROPOSED SPOT ELEVATION
- PROPOSED HIGH POINT ELEVATION
- PROPOSED LOW POINT ELEVATION
- PROPOSED GUTTER ELEVATION
- PROPOSED TOP OF CURB ELEVATION
- PROPOSED FLUSH PAVEMENT ELEVATION
- MATCH EXISTING ELEVATION
- PROPOSED EMERGENCY OVERTFLOW ELEVATION
- PROPOSED GRADE AT TOP/BOTTOM OF WALL
- PROPOSED DRAINAGE DIRECTION
- PROPOSED GRADE BETWEEN POINTS

- GRADING PLAN NOTES**
- PERFORM GRADING WORK IN ACCORDANCE WITH APPLICABLE CITY SPECIFICATIONS AND BUILDING PERMIT REQUIREMENTS.
 - CONTACT STATE 811 CALL-BEFORE-YOU-DIG LOCATING SERVICE AT LEAST TWO WORKING DAYS PRIOR TO EXCAVATION FOR UNDERGROUND UTILITY LOCATIONS.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR ALL HORIZONTAL AND VERTICAL CONTROL.
 - FIELD VERIFY THE LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES AND TOPOGRAPHIC FEATURES PRIOR TO THE START OF LAND DISTURBING ACTIVITIES. NOTIFY THE PROJECT ENGINEER OF ANY DISCREPANCIES OR VARIATIONS IMPACTING THE PROPOSED DESIGN OF THE PROJECT.
 - IN PAVED AREAS, ROUGH GRADE TO SUBGRADE ELEVATION AND LEAVE THE SITE READY FOR SUB-BASE.
 - SUBGRADE EXCAVATION SHALL BE BACKFILLED IMMEDIATELY AFTER EXCAVATION TO HELP OFFSET ANY STABILITY PROBLEMS DUE TO WATER SEEPAGE OR STEEP SLOPES. WHEN PLACING NEW SURFACE MATERIAL ADJACENT TO EXISTING PAVEMENT, THE EXCAVATION SHALL BE BACKFILLED PROMPTLY TO AVOID UNDERMINING OF EXISTING PAVEMENT.
 - ELEVATIONS SHOWN REPRESENT FINISHED SURFACE GRADES. SPOT ELEVATIONS ALONG CURB & GUTTER REPRESENT THE FLOW LINE UNLESS OTHERWISE NOTED
 - EXCESS MATERIAL, BITUMINOUS SURFACING, CONCRETE ITEMS, ABANDONED UTILITY ITEMS, AND OTHER UNSTABLE MATERIALS SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF OFF THE CONSTRUCTION SITE.
 - CONTRACTOR IS RESPONSIBLE FOR CONSTRUCTION OF PAVEMENTS AND CURB AND GUTTER WITH SMOOTH UNIFORM SLOPES THAT PROVIDE POSITIVE DRAINAGE TO COLLECTION POINTS. MAINTAIN A MINIMUM SLOPE OF 1.25% IN ASPHALT PAVEMENT AREAS AND A MINIMUM SLOPE OF 0.50% IN CONCRETE PAVEMENT AREAS.
 - MAINTAIN A MINIMUM SLOPE OF 0.50% ALONG CURB & GUTTER. REVIEW PAVEMENT GRADIENT AND CONSTRUCT "INFALL" CURB WHERE PAVEMENT DRAINS TOWARD THE GUTTER, AND "OUTFALL" CURB WHERE PAVEMENT DRAINS AWAY FROM THE GUTTER.
 - INSTALL A MINIMUM OF 4-INCHES OF AGGREGATE BASE MATERIAL UNDER PROPOSED CONCRETE CURB & GUTTER, SIDEWALKS, AND TRAILS UNLESS OTHERWISE DETAILED.
 - GRADING FOR SIDEWALKS AND ACCESSIBLE ROUTES, INCLUDING CROSSING DRIVEWAYS, SHALL CONFORM TO CURRENT STATE & NATIONAL ADA STANDARDS:
ACCESSIBLE RAMP SLOPES SHALL NOT EXCEED 8.3% (1:12).
SIDEWALK CROSS-SLOPES SHALL NOT EXCEED 2.0%.
LONGITUDINAL SIDEWALK SLOPES SHALL NOT EXCEED 5.0%.
ACCESSIBLE PARKING STALLS AND ACCESS AISLES SHALL NOT EXCEED 2.0% IN ANY DIRECTION. A MAXIMUM SLOPE OF 1.50% IS PREFERRED.
 - UPON COMPLETION OF LAND DISTURBING ACTIVITIES, RESTORE ADJACENT OFFSITE AREAS DISTURBED BY CONSTRUCTION TO MATCH OR EXCEED THE ORIGINAL CONDITION. LANDSCAPE AREAS SHALL BE RE-VEGETATED WITH A MINIMUM OF 4-INCHES OF TOPSOIL.
 - EXCAVATE DRAINAGE TRENCHES TO FOLLOW PROPOSED STORM SEWER ALIGNMENTS. REFER TO THE UTILITY PLANS FOR LAYOUT AND ELEVATIONS FOR PROPOSED SANITARY SEWER, WATER MAIN, AND OTHER BUILDING UTILITY SERVICE CONNECTIONS.



PRELIMINARY - NOT FOR CONSTRUCTION

SOTA SHINE NORTH PARK
PREPARED FOR
SOTA SHINE
BROOKLYN PARK, MN

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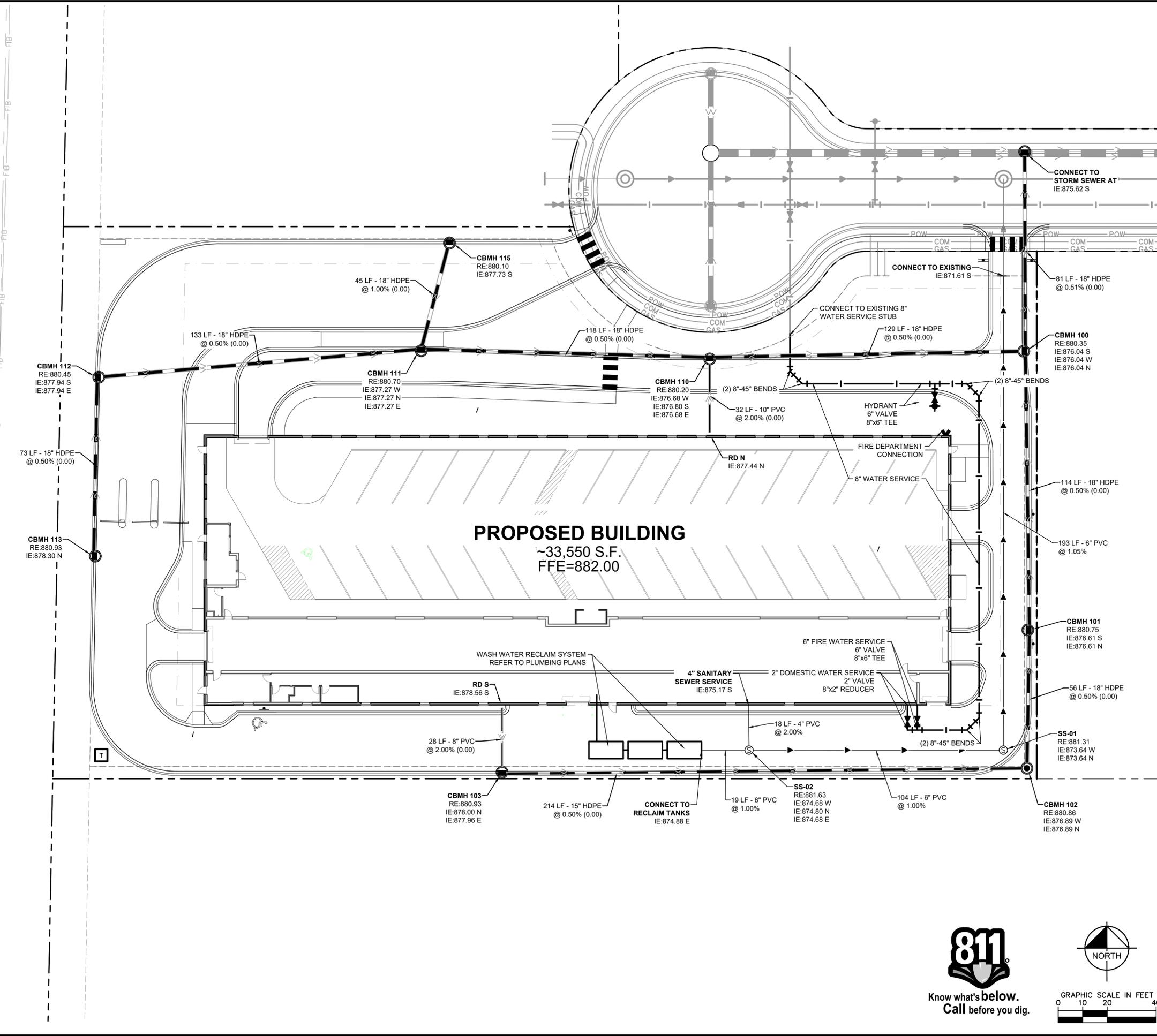
NO.	REVISIONS	DATE	BY

DATE	DESCRIPTION	BY	CHECKED BY
4/25/2025	AS SHOWN	JF/J	KBP

GRADING AND DRAINAGE PLAN

SHEET NUMBER
C500

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LEGEND

EXISTING	PROPOSED	
		GATE VALVE
		HYDRANT
		REDUCER
		TEE
		SANITARY SEWER MANHOLE
		SANITARY CLEANOUT
		WATERMAIN
		SANITARY SEWER
		STORM SEWER
		UNDERGROUND ELECTRIC
		TELEPHONE
		GAS MAIN

UTILITY PLAN NOTES

- INSTALL UTILITIES IN ACCORDANCE WITH APPLICABLE CITY SPECIFICATIONS, STATE PLUMBING CODE, AND BUILDING PERMIT REQUIREMENTS.
- CONTACT STATE 811 CALL-BEFORE-YOU-DIG LOCATING SERVICE AT LEAST TWO WORKING DAYS PRIOR TO EXCAVATION FOR UNDERGROUND UTILITY LOCATIONS.
- CONTRACTOR IS RESPONSIBLE FOR ALL HORIZONTAL AND VERTICAL CONTROL.
- SANITARY SEWER PIPE SHALL BE:
PVC: ASTM D-2729, D-3034
PVC SCH 40: ASTM D-1785, F-714, F-894
SANITARY SEWER FITTINGS SHALL BE:
PVC: ASTM D-2729, D-3034
PVC SCH40: ASTM D-2665, F-2794, F-1866
- WATER MAIN PIPE SHALL BE:
PVC: ASTM D-1785, D-2241, AWWA C-900
DUCTILE IRON: AWWA C-150
WATER MAIN FITTINGS SHALL BE:
PVC: ASTM D-2464, D-2466, D-2467, F-1970, AWWA C-907
DUCTILE IRON: AWWA C-153, C-110, ASME 316.4
- STORM SEWER PIPE SHALL BE:
RCP: ASTM C-76
HDPE: ASTM F-714, F-894
PVC: ASTM D-2729
PVC SCH40: ASTM D-1785, D-2665, F-794
DRAIN TILE SHALL BE:
PE: ASTM F-6667
PVC: ASTM D-2729
STORM SEWER FITTINGS SHALL BE:
RCP: ASTM C-76, JOINTS PER ASTM C-361, C-990, AND C-443
HDPE: ASTM D-3212
PVC: ASTM D-2729, JOINTS PER ASTM D-3212
PVC SCH40: ASTM D-2665, F-794, F-1866
- WHEN CONNECTING TO AN EXISTING UTILITY LINE, FIELD VERIFY THE LOCATION, DEPTH, AND SIZE OF THE EXISTING PIPE(S) PRIOR TO INSTALLATION OF THE NEW LINES. NOTIFY THE PROJECT ENGINEER OF ANY DISCREPANCIES OR VARIATIONS IMPACTING THE PROPOSED DESIGN OF THE PROJECT.
- PLACE AND COMPACT ALL FILL MATERIAL PRIOR TO INSTALLATION OF PROPOSED UNDERGROUND UTILITIES. MINIMUM TRENCH WIDTH SHALL BE 2 FEET.
- MAINTAIN A MINIMUM OF 7'-6" COVER ON ALL WATER LINES.
- FOR WATER LINES AND STUB-OUTS UTILIZE MECHANICAL JOINTS WITH RESTRAINTS AS INDICATED IN THE CITY SPECIFICATIONS AND PROJECT DOCUMENTS.
- MAINTAIN 18-INCH MINIMUM VERTICAL SEPARATION WHERE SEWER PIPE CROSSES WATER LINES (OUTSIDE EDGE OF PIPE TO OUTSIDE EDGE OF PIPE OR STRUCTURE). PROVIDE 10-FOOT HORIZONTAL SEPARATION BETWEEN SEWER PIPE AND WATER LINES.
- IN THE EVENT OF A VERTICAL CONFLICT BETWEEN WATER LINES, SANITARY LINES, STORM LINES AND GAS LINES (OR ANY OBSTRUCTION EXISTING AND PROPOSED), THE SANITARY PIPE MATERIAL SHALL BE PVC SCHEDULE 40 OR PVC C900 AND HAVE MECHANICAL JOINTS AT LEAST 10 FEET ON EITHER SIDE OF THE CENTER LINE OF THE CROSSING. THE WATER LINE SHALL HAVE MECHANICAL JOINTS WITH APPROPRIATE FASTENERS AS REQUIRED TO PROVIDE A MINIMUM OF 18-INCH VERTICAL SEPARATION MEETING REQUIREMENTS OF ANSI A21.10 OR ANSI 21.11 (AWWA C-151) (CLASS 50).
- ALL PVC & HDPE SEWER AND WATER PIPE SHALL HAVE A TRACER WIRE INSTALLED IN THE TRENCH AND TERMINATED PER THE DETAILS.
- UNDERGROUND UTILITY LINES SHALL BE INSPECTED AND SURVEYED BY A STATE LICENSED PROFESSIONAL LAND SURVEYOR PRIOR TO PLACING BACKFILL.
- IN PAVEMENT AREAS, RAISE MANHOLE CASTINGS TO BE FLUSH WITH PROPOSED FINISHED SURFACE GRADE. IN GREEN AREAS, RAISE MANHOLE CASTINGS TO BE ONE FOOT ABOVE FINISHED GROUND ELEVATION & INSTALL A WEATERTIGHT LID.
- REFER TO PLUMBING PLANS FOR LOCATION, SIZE AND ELEVATION OF UTILITY SERVICE CONNECTIONS AND ROOF DRAINS TO THE INTERIOR BUILDING SYSTEMS. BACKFLOW DEVICES (DDCV AND PRZ ASSEMBLIES) & METERS ARE LOCATED INSIDE THE BUILDING.
- CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
- CONTRACTOR IS RESPONSIBLE FOR ALL NECESSARY INSPECTIONS AND/OR CERTIFICATIONS REQUIRED BY CODES AND/OR UTILITY SERVICE COMPANIES. COORDINATE WITH ALL UTILITY COMPANIES FOR INSTALLATION REQUIREMENTS AND SPECIFICATIONS.
- REFER TO THE SITE ELECTRICAL PLANS FOR SPECIFICATIONS OF THE PROPOSED SITE LIGHTING AND ELECTRICAL EQUIPMENT.
- EXCAVATE DRAINAGE TRENCHES TO FOLLOW PROPOSED STORM SEWER ALIGNMENTS. REFER TO THE UTILITY PLANS FOR LAYOUT AND ELEVATIONS FOR PROPOSED SANITARY SEWER, WATER MAIN, AND OTHER BUILDING UTILITY SERVICE CONNECTIONS. REFER TO THE GRADING PLAN FOR DETAILED SURFACE ELEVATIONS.
- EXCESS MATERIAL, ABANDONED UTILITY ITEMS, AND OTHER UNUSABLE MATERIALS SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF OFF THE CONSTRUCTION SITE.
- COORDINATE WITH THE PLUMBING PLANS FOR THE LOCATION, SIZE AND ELEVATION OF THE PROPOSED UNDERGROUND ROOF DRAIN CONNECTIONS.
- WHERE STORM SEWER ROOF DRAINS HAVE LESS THAN 4 FEET OF COVER IN PAVED AREAS OR 3 FEET OF COVER IN LANDSCAPE AREAS, PROVIDE 3-INCH THICK INSULATION A MINIMUM OF 5 FEET IN WIDTH, CENTERED ON THE PIPE.
- ALL STORM SEWER PIPE CONNECTIONS TO MANHOLES SHALL BE GASKETED AND WATER TIGHT. BOOTED COUPLERS AT THE STRUCTURE OR A WATER STOP WITH NON-SHRINK GROUT SHALL BE USED IN ACCORDANCE WITH LOCAL CODES.

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JARED F. JONES
MIN. LIC. NO. 46810

KHA PROJECT	161318000
DATE	4/25/2025
SCALE	#####
DESIGNED BY	JFJ
DRAWN BY	KBP
CHECKED BY	DLE

UTILITY PLAN

PRELIMINARY - NOT FOR CONSTRUCTION

SOTA SHINE
NORTH PARK
PREPARED FOR
SOTA SHINE
BROOKLYN PARK, MN

SHEET NUMBER
C600

811

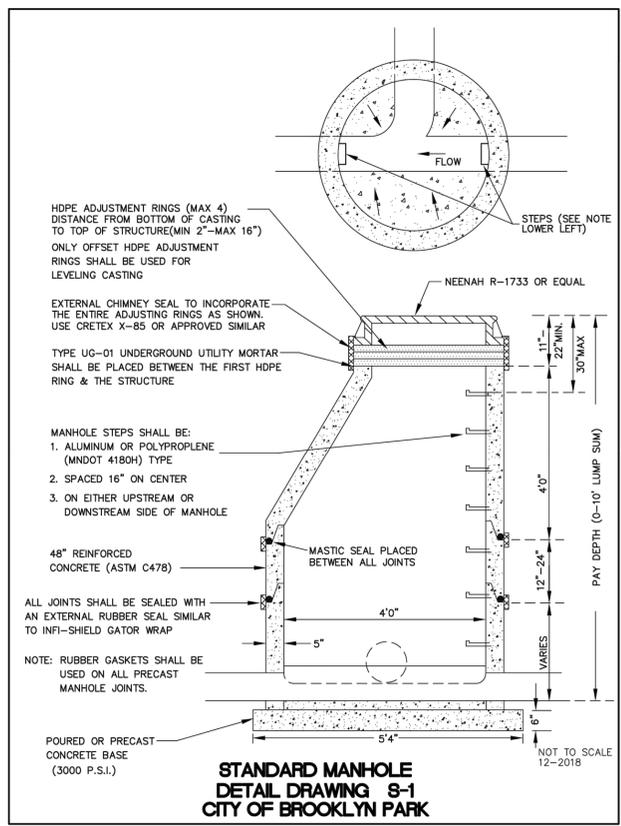
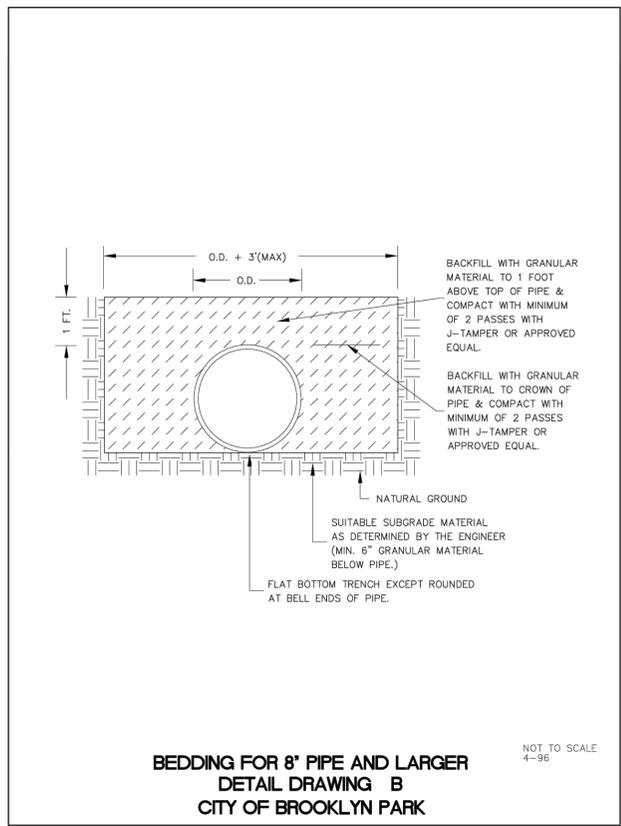
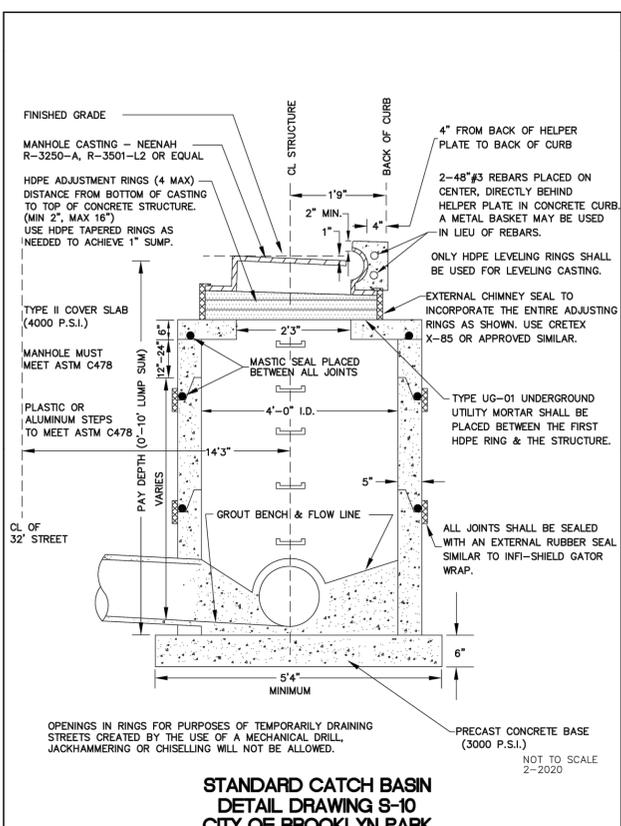
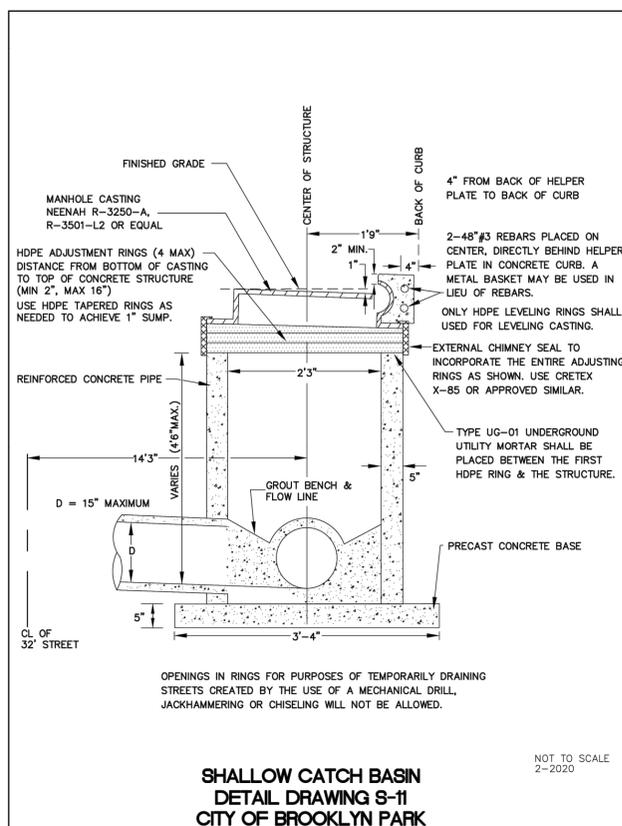
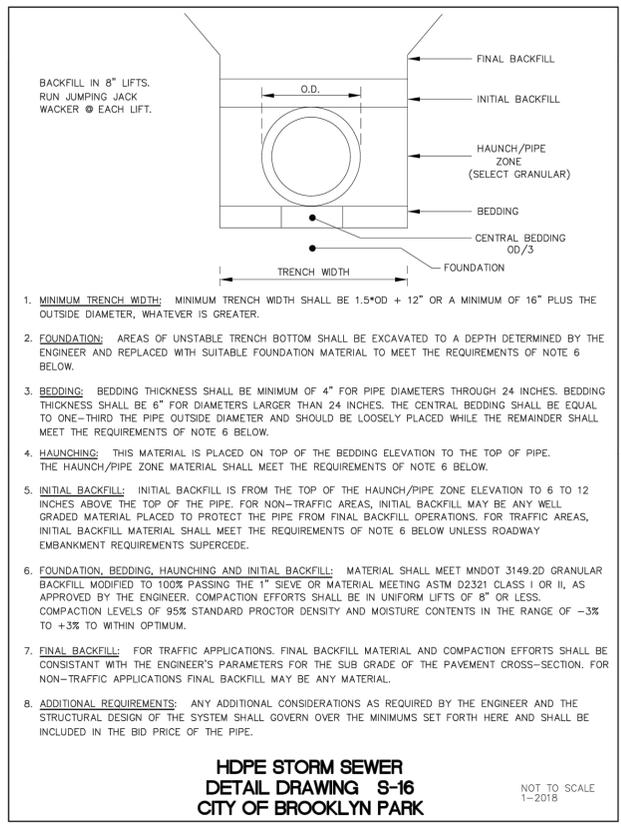
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SOTA SHINE
NORTH PARK
PREPARED FOR
SOTA SHINE
BROOKLYN PARK

UTILITY DETAILS

KHA PROJECT	161318000
DATE	4/25/2025
SCALE	#####
DESIGNED BY	JF-J
DRAWN BY	KBP
CHECKED BY	DLE

I HEREBY CERTIFY THAT THIS IS AN ORIGINAL COPY OF THIS DRAWING AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

JARED F. JONES
MIN. LIC. NO. 4250285

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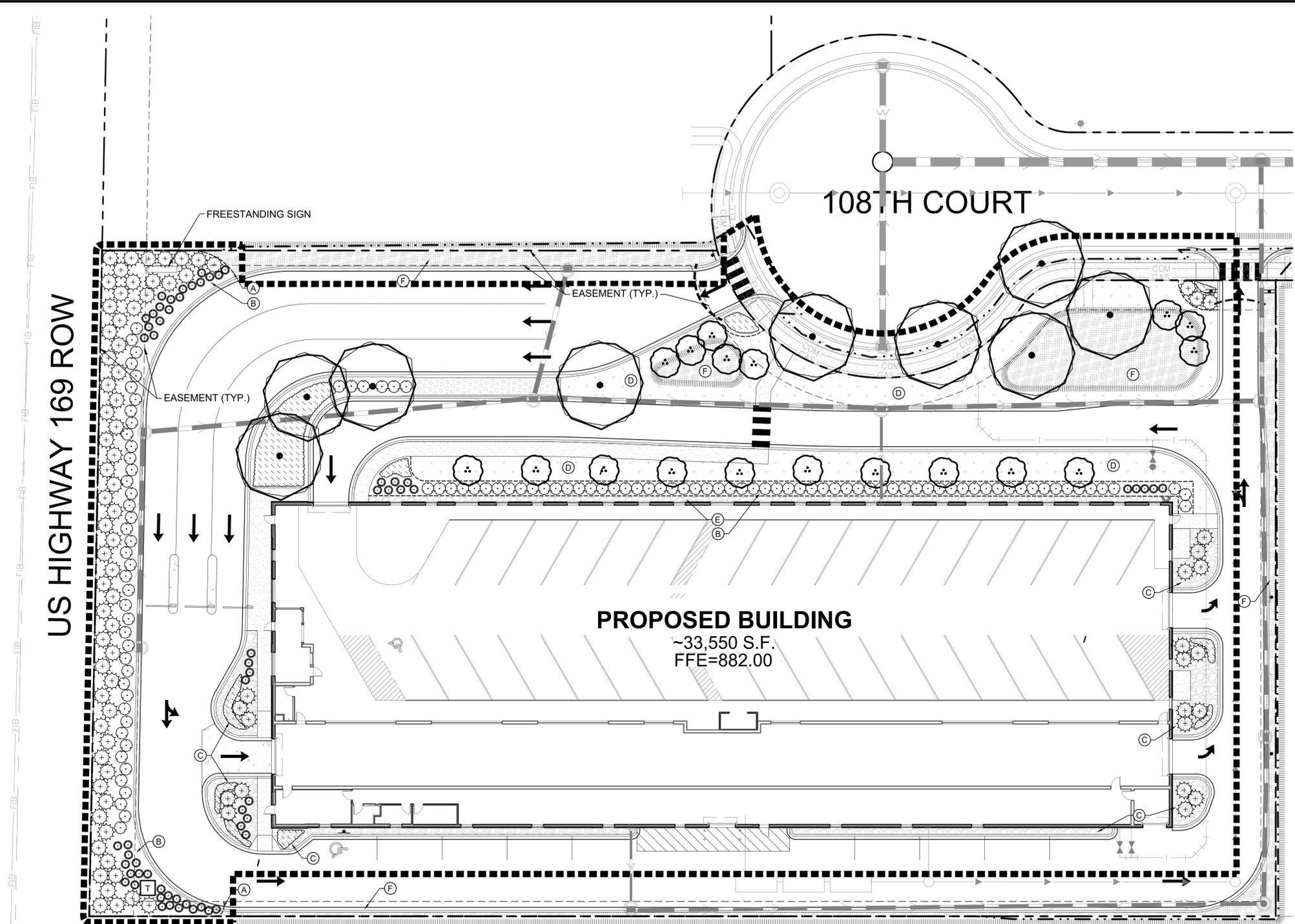
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LANDSCAPE SUMMARY

OPEN AREA REQUIREMENTS

OPEN AREA REQUIRED: 25,674 SF = MINIMUM 15% OF SITE = 85,579 * .3
 OPEN AREA PROVIDED: 21,012 SF

MUST MEET 3 OF THE BELOW 4 REQUIREMENTS

OVERSTORY TREES REQUIRED: 9 TREES = 1 TREE / 3,000 SF OF OPEN AREA = 25,674 SF / 3,000
 OVERSTORY TREES PROVIDED: 9 TREES

ORNAMENTAL TREES REQUIRED: 18 TREES = 1 TREE / 1,500 SF OF OPEN AREA = 25,674 SF / 1,500
 ORNAMENTAL TREES PROVIDED: 18 TREES

EVERGREEN TREES REQUIRED: 9 TREES = 1 TREE / 3,000 SF OF OPEN AREA = 25,674 SF / 3,000
 EVERGREEN TREES PROVIDED: 0 TREES

SHRUBS REQUIRED: 257 SHRUBS = 1 SHRUB / 100 SF OF OPEN AREA = 25,674 SF / 100
 SHRUBS PROVIDED: 257 SHRUBS = 111 DECIDUOUS SHRUBS + 85 CONIFEROUS SHRUBS + 61 ORNAMENTAL GRASSES

FOUNDATION REQUIREMENTS

FOUNDATION PLANTING REQUIRED: 332 LF OF SOD, GROUND COVER, OR LOW LEVEL PLANTINGS, 6' WIDE MINIMUM = 40% OF BUILDING PERIMETER = 831 LF * .4
 FOUNDATION PLANTING PROVIDED: 334 LF

SCREENING REQUIREMENTS

HWY 169 SCREENING REQUIRED: SITE HEAD LIGHTS TO BE SCREENED FROM ROADWAY
 HWY 169 SCREENING PROVIDED: SEE PLAN

STREET TREE REQUIREMENTS

108TH CT. STREET TREES REQUIRED: 3 TREES = 1 TREE / 70 LF = (220 LF - 30 LF OF DRIVEWAYS) / 70
 108TH CT. STREET TREES PROVIDED: 3 TREES

TOTAL TREE REQUIREMENTS

TREES REQUIRED: 27 TREES = 18 ORNAMENTAL + 9 OVERSTORY
 TREES PROVIDED: 27 TREES = 18 ORNAMENTAL + 9 OVERSTORY

NOTE: STREET TREES CAN COUNT TOWARDS OVERSTORY REQUIREMENTS

LANDSCAPE LEGEND

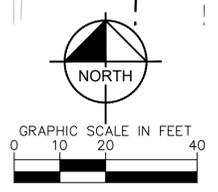
- EDGER (TYP.)
- APPROXIMATE LIMITS OF SODDING / IRRIGATION (TYP.)
- SEED LIMITS / EDGE, SEED ALL DISTURBED AREAS(TYP.)
- ROCK MULCH (TYP.)
- SOD (TYP.)
- SEED WITH PRAIRIE RESTORATIONS SEED MIXES: SHORT DRY PRAIRIE MIX - GRAMINOIDS AND FORBS (TYP.)
- GRASS PAVE, SEED WITH MNDOT SEED MIX SOUTHERN BOULEVARD (SB) - SEE DETAIL (TYP.)

LANDSCAPE KEYNOTES

- (A) EDGER (TYP.)
- (B) DOUBLE SHREDDED HARDWOOD MULCH (TYP.)
- (C) ROCK MULCH (TYP.)
- (D) SOD (TYP.)
- (E) MAINTENANCE STRIP (TYP.)
- (F) SEED WITH PRAIRIE RESTORATIONS SEED MIXES: SHORT DRY PRAIRIE MIX - GRAMINOIDS AND FORBS (TYP.)

CONCEPT PLANT SCHEDULE

	OVERSTORY TREE	9
	ORNAMENTAL TREE	18
	DECIDUOUS SHRUB	111
	CONIFEROUS SHRUB	85
	ORNAMENTAL GRASS	61
	PERENNIALS	819 SF



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SOTA SHINE NORTH PARK
PREPARED FOR
SOTA SHINE
BROOKLYN PARK, MN

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RYAN A. HYLLESTED, P.L.A.
M.N. LIC. NO. 53828
DATE: 4/25/2025

LANDSCAPE PLAN

KHA PROJECT: 161318000
DATE: 4/25/2025
SCALE: AS SHOWN
DESIGNED BY: CFK
DRAWN BY: CFK
CHECKED BY: RAH

SHEET NUMBER
L100

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GRASSPAVE2 & GRAVELPAVE2 - BASE COURSE DEPTH RECOMMENDATIONS



	Normal Traffic		Occasional Passes		Infrequent Passes	
	CBR 2-4	CBR >4	CBR 2-4	CBR >4	CBR 2-4	CBR >4
Heavy Fire Truck & H-20 Loading Max 110 psi 80,000 lb	14 in	12-14 in	12-14 in	12 in	12 in	10-12 in
Light Fire Truck & H-15 Loading Typical 85 psi 60,000 lb	12 in	10-12 in	10 in	8-10 in	8-10 in	8 in
Utility & Delivery Truck & H-10 Loading Typical 60 psi 40,000 lb	8-10 in	8 in	8-10 in	6-8 in	6-8 in	6 in
Cars & Pick-Up Truck Access Typical 45 psi 8,000 lb	6-8 in	6 in	6 in	4-6 in	4-6 in	2-4 in
Trail Use and Cart Paths <1,000 lb	6 in	4-6 in	2-4 in	0-2 in	None	None

* THESE DEPTH RECOMMENDATIONS SHOULD BE VERIFIED BY THE PROJECT ENGINEER AND LOCAL AUTHORITIES



GRASSPAVE2 - EDGE DETAILS

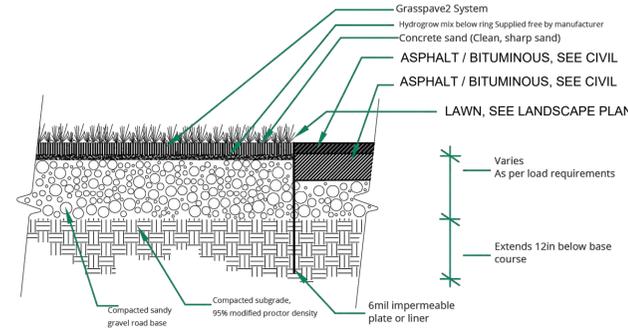
Choose this detail for reinforcing grass parking surfaces

ASPHALT EDGE



GRASSPAVE2 - EDGE DETAILS

Choose this detail for edging Grasspave2 areas

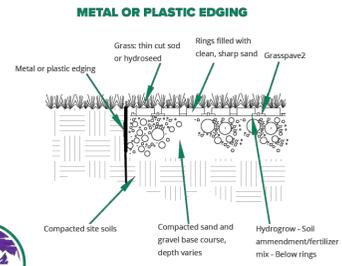


NOTE: GRASS/PLANT TYPES SHALL BE SPECIFIED BY A LANDSCAPE ARCHITECT OR LANDSCAPE DESIGNER

NOT FOR SCALE



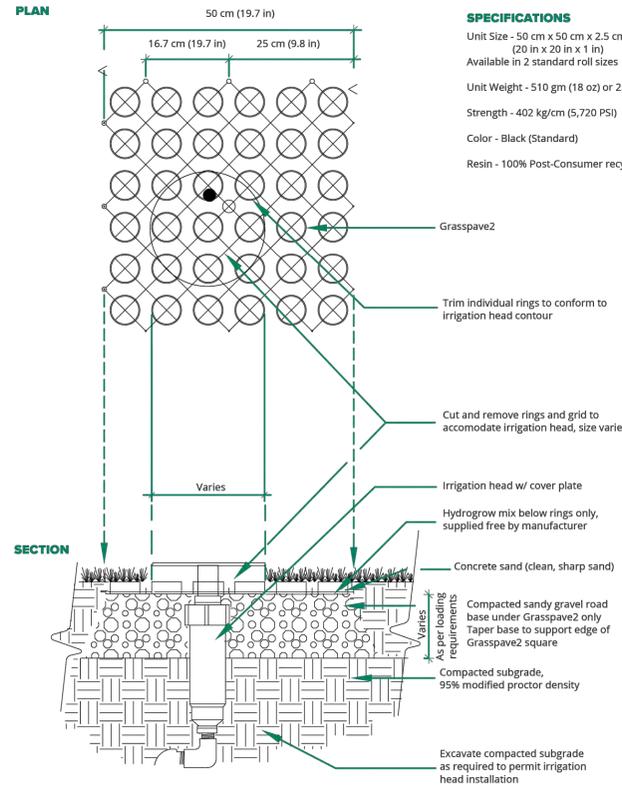
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1 of 1

GRASSPAVE2 SPRINKLER IRRIGATION DETAIL

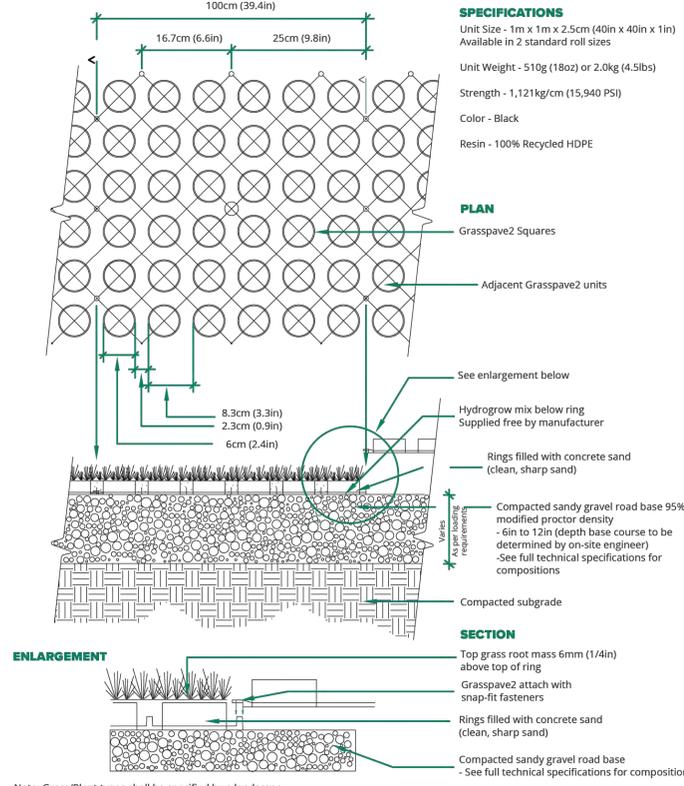
Choose this product for reinforcing irrigation heads



1 of 1

GRASSPAVE2 - UNIT DETAILS

Choose This Product For Reinforcing Grass Wearing Surfaces



Note: Grass/Plant types shall be specified by a landscape architect or landscape designer

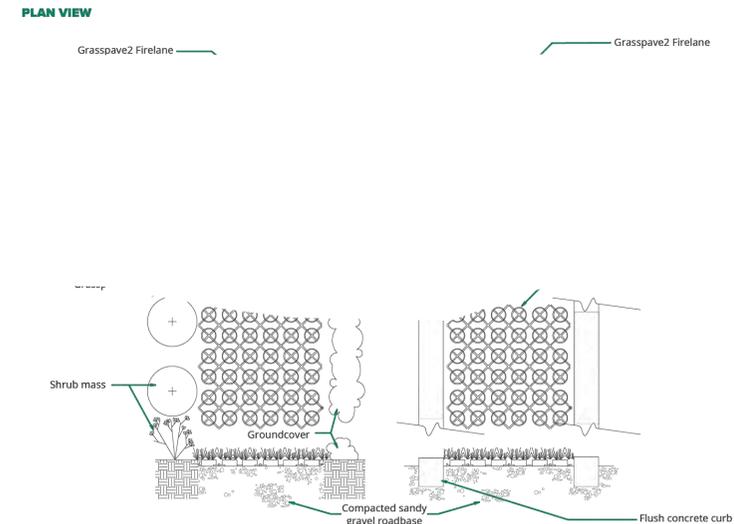
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1 of 1

GRASSPAVE2 FIRELANE DETAIL

Delineating a Grasspave2 Firelane



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LANDSCAPE DETAILS

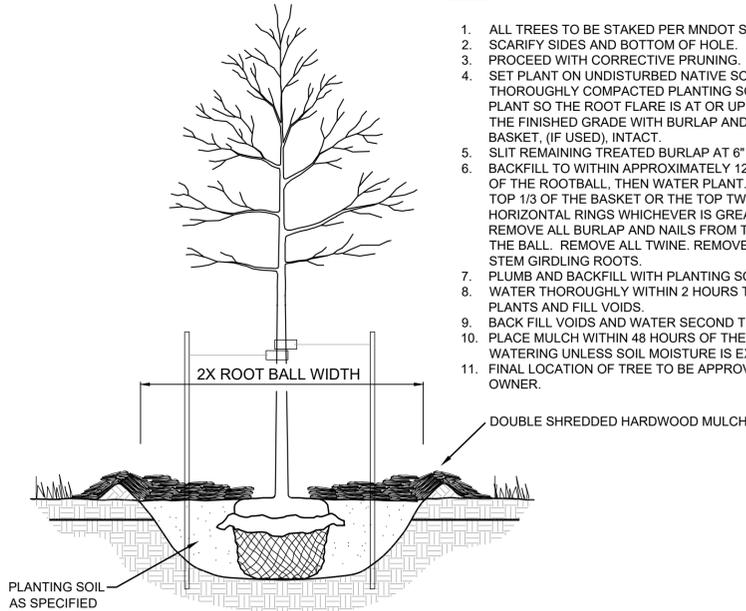
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BROOKLYN PARK, MN

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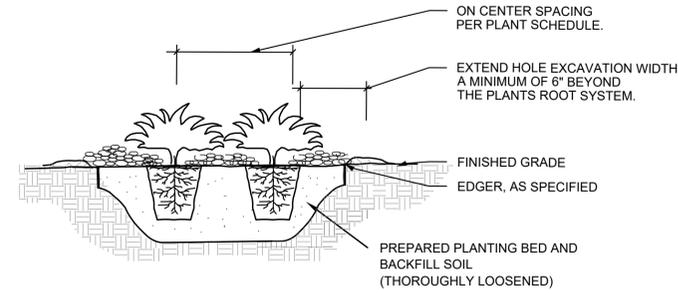
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NOTES:

1. ALL TREES TO BE STAKED PER MNDOT STANDARDS.
2. SCARIFY SIDES AND BOTTOM OF HOLE.
3. PROCEED WITH CORRECTIVE PRUNING.
4. SET PLANT ON UNDISTURBED NATIVE SOIL OR THOROUGHLY COMPACTED PLANTING SOIL. INSTALL PLANT SO THE ROOT FLARE IS AT OR UP TO 2" ABOVE THE FINISHED GRADE WITH BURLAP AND WIRE BASKET, (IF USED), INTACT.
5. SLIT REMAINING TREATED BURLAP AT 6" INTERVALS.
6. BACKFILL TO WITHIN APPROXIMATELY 12" OF THE TOP OF THE ROOTBALL, THEN WATER PLANT. REMOVE THE TOP 1/3 OF THE BASKET OR THE TOP TWO HORIZONTAL RINGS WHICHEVER IS GREATER. REMOVE ALL BURLAP AND NAILS FROM THE TOP 1/3 OF THE BALL. REMOVE ALL TWINE. REMOVE OR CORRECT STEM GIRDLING ROOTS.
7. PLUMB AND BACKFILL WITH PLANTING SOIL.
8. WATER THOROUGHLY WITHIN 2 HOURS TO SETTLE PLANTS AND FILL VOIDS.
9. BACK FILL VOIDS AND WATER SECOND TIME.
10. PLACE MULCH WITHIN 48 HOURS OF THE SECOND WATERING UNLESS SOIL MOISTURE IS EXCESSIVE.
11. FINAL LOCATION OF TREE TO BE APPROVED BY OWNER.



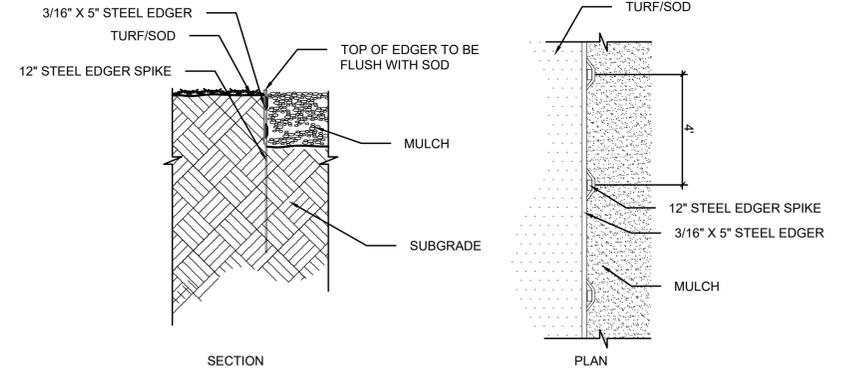
1 TREE PLANTING DETAIL
SCALE: N.T.S.



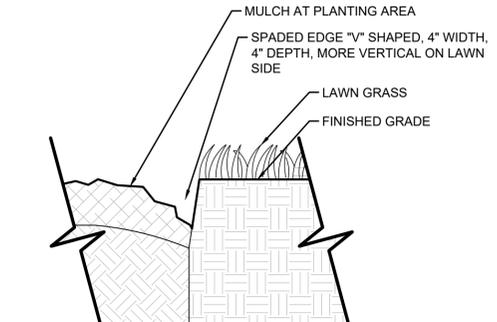
NOTES:

1. SCARIFY SIDES AND BOTTOM OF HOLE.
2. PROCEED WITH CORRECTIVE PRUNING OF TOP AND ROOT.
3. REMOVE CONTAINER AND SCORE OUTSIDE OF SOIL MASS TO REDIRECT AND PREVENT CIRCLING FIBROUS ROOTS. REMOVE OR CORRECT STEM GIRDLING ROOTS.
4. PLUMB AND BACKFILL WITH PLANTING SOIL.
5. WATER THOROUGHLY WITHIN 2 HOURS TO SETTLE PLANTS AND FILL VOIDS.
6. BACK FILL VOIDS AND WATER SECOND TIME.
7. PLACE MULCH WITHIN 48 HOURS OF THE SECOND WATERING UNLESS SOIL MOISTURE IS EXCESSIVE.
8. MIX IN 3-4" OF ORGANIC COMPOST.

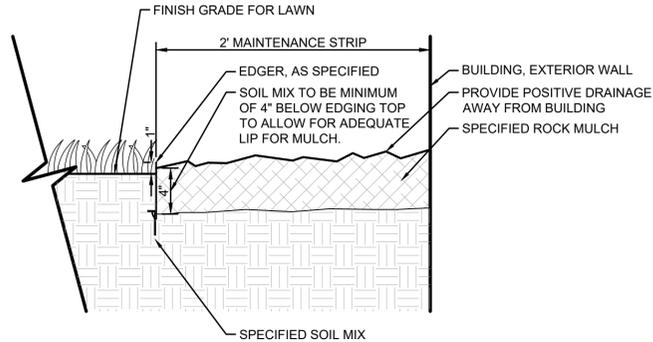
2 SHRUB / PERENNIAL PLANTING DETAIL
SCALE: N.T.S.



3 STEEL EDGER DETAIL
SCALE: N.T.S.



4 SPADED EDGE DETAIL
SCALE: 1-1/2\"/>



5 MAINTENANCE STRIP DETAIL
SCALE: 1-1/2\"/>

LANDSCAPE NOTES

PLANTING

1. CONTACT COMMON GROUND ALLIANCE AT 811 OR CALL 811.COM TO VERIFY LOCATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO INSTALLATION OF ANY PLANTS OR LANDSCAPE MATERIAL.
2. ACTUAL LOCATION OF PLANT MATERIAL IS SUBJECT TO FIELD AND SITE CONDITIONS.
3. NO PLANTING WILL BE INSTALLED UNTIL ALL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
4. ALL SUBSTITUTIONS MUST BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO SUBMISSION OF ANY BID AND/OR QUOTE BY THE LANDSCAPE CONTRACTOR.
5. PROVIDE TWO YEAR GUARANTEE OF ALL PLANT MATERIALS. THE GUARANTEE BEGINS ON THE DATE OF THE LANDSCAPE ARCHITECT'S OR OWNER'S WRITTEN ACCEPTANCE OF THE INITIAL PLANTING. REPLACEMENT PLANT MATERIAL SHALL HAVE A ONE YEAR GUARANTEE COMMENCING UPON PLANTING.
6. ALL PLANTS TO BE SPECIMEN GRADE, MINNESOTA-GROWN AND/OR HARDY. SPECIMEN GRADE SHALL ADHERE TO, BUT IS NOT LIMITED BY, THE FOLLOWING STANDARDS:
ALL PLANTS SHALL BE FREE FROM DISEASE, PESTS, WOUNDS, SCARS, ETC.
ALL PLANTS SHALL BE FREE FROM NOTICEABLE GAPS, HOLES, OR DEFORMITIES.
ALL PLANTS SHALL BE FREE FROM BROKEN OR DEAD BRANCHES.
ALL PLANTS SHALL HAVE HEAVY, HEALTHY BRANCHING AND LEAFING.
CONIFEROUS TREES SHALL HAVE AN ESTABLISHED MAIN LEADER AND A HEIGHT TO WIDTH RATIO OF NO LESS THAN 5:3.
7. PLANTS TO MEET AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1-2014 OR MOST CURRENT VERSION) REQUIREMENTS FOR SIZE AND TYPE SPECIFIED.
8. PLANTS TO BE INSTALLED AS PER MMLA & ANSI STANDARD PLANTING PRACTICES.
9. INSTALL PLANTS BY PLANT INSTALLATION PERIOD INFORMATION IN THE LATEST STANDARD PLANTING DETAILS FROM MNDOT. PLANTINGS BEFORE OR AFTER THESE DATES ARE DONE AT RISK.
10. PLANTS SHALL BE IMMEDIATELY PLANTED UPON ARRIVAL AT SITE. PROPERLY HEEL-IN MATERIALS IF NECESSARY; TEMPORARY ONLY.
11. PRIOR TO PLANTING, FIELD VERIFY THAT THE ROOT COLLAR/ROOT FLARE IS LOCATED AT THE TOP OF THE BALLED & BURLAP TREE. IF THIS IS NOT THE CASE, SOIL SHALL BE REMOVED DOWN TO THE ROOT COLLAR/ROOT FLARE. WHEN THE BALLED & BURLAP TREE IS PLANTED, THE ROOT COLLAR/ROOT FLARE SHALL BE EVEN OR SLIGHTLY ABOVE FINISHED GRADE.
12. OPEN TOP OF BURLAP ON BB MATERIALS; REMOVE POT ON POTTED PLANTS; SPLIT AND BREAK APART PEAT POTS.
13. PRUNE PLANTS AS NECESSARY - PER STANDARD NURSERY PRACTICE AND TO CORRECT POOR BRANCHING OF EXISTING AND PROPOSED TREES.
14. WRAP ALL SMOOTH-BARKED TREES - FASTEN TOP AND BOTTOM. REMOVE BY APRIL 1ST.
15. STAKING OF TREES AS REQUIRED; REPOSITION, PLUMB AND STAKE IF NOT PLUMB AFTER ONE YEAR.

SOIL

16. THE NEED FOR SOIL AMENDMENTS SHALL BE DETERMINED UPON SITE SOIL CONDITIONS PRIOR TO PLANTING. LANDSCAPE CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT FOR THE NEED OF ANY SOIL AMENDMENTS.
17. BACKFILL SOIL AND TOPSOIL TO ADHERE TO MNDOT STANDARD SPECIFICATION 3877 (LOAM TOPSOIL BORROW) AND TO BE EXISTING TOP SOIL FROM SITE FREE OF ROOTS, ROCKS LARGER THAN ONE INCH, SUBSOIL DEBRIS, AND LARGE WEEDS UNLESS SPECIFIED OTHERWISE. MINIMUM 4" DEPTH TOPSOIL FOR ALL LAWN GRASS AREAS AND 12" DEPTH TOPSOIL FOR TREE, SHRUBS, AND PERENNIALS.

MULCH

18. MULCH TO BE AT ALL TREE, SHRUB, PERENNIAL, AND MAINTENANCE AREAS. TREE AND SHRUB PLANTING BEDS SHALL HAVE 4" DEPTH OF DOUBLE SHREDDED HARDWOOD MULCH. DOUBLE SHREDDED HARDWOOD MULCH TO BE USED AROUND ALL PLANTS WITHIN TURF AREAS. PERENNIAL AND ORNAMENTAL GRASS BEDS SHALL HAVE 2" DEPTH DOUBLE SHREDDED HARDWOOD MULCH. MULCH TO BE FREE OF DELETERIOUS MATERIAL AND COLORED BLACK, OR APPROVED EQUAL. ROCK MULCH TO BE TRAP ROCK, 1 1/2" DIAMETER, AT MINIMUM 3" DEPTH, OR APPROVED EQUAL. APPLY PRE-EMERGENT HERBICIDE PRIOR TO MULCH PLACEMENT PER MANUFACTURER RECOMMENDATIONS. USE PREEN OR PRE-APPROVED EQUAL. ROCK MULCH TO BE ON COMMERCIAL GRADE FILTER FABRIC, BY TYPAR, OR APPROVED EQUAL WITH NO EXPOSURE. MULCH AND FABRIC TO BE APPROVED BY OWNER PRIOR TO INSTALLATION. MULCH TO MATCH EXISTING CONDITIONS (WHERE APPLICABLE).

EDGER

19. EDGING TO BE COMMERCIAL GRADE COL-MET (OR EQUAL) STEEL EDGING; 3/16" THICK X 5" TALL, COLOR BLACK, OR SPADED EDGE, AS INDICATED. STEEL EDGING SHALL BE PLACED WITH SMOOTH CURVES AND STAKED WITH METAL SPIKES NO GREATER THAN 4 FOOT ON CENTER WITH TOP OF EDGER AT GRADE. FOR MOWERS TO CUT ABOVE WITHOUT DAMAGE. UTILIZE CURBS AND SIDEWALKS FOR EDGING WHERE POSSIBLE. WHERE EDGING TERMINATES AT A SIDEWALK, BEVEL OR RECESS ENDS TO PREVENT TRIP HAZARD. SPADED EDGE TO PROVIDE V-SHAPED DEPTH AND WIDTH TO CREATE SEPARATION BETWEEN MULCH AND GRASS. INDIVIDUAL TREE, SHRUB, OR RAIN-GARDEN BEDS TO BE SPADED EDGE, UNLESS NOTED OTHERWISE. EDGING TO MATCH EXISTING CONDITIONS (WHERE APPLICABLE).

SEED / SOD

20. ALL DISTURBED AREAS TO BE SODDED / SEEDED, UNLESS OTHERWISE NOTED. SOD TO BE STANDARD MINNESOTA GROWN AND HARDY BLUEGRASS MIX, FREE OF LAWN WEEDS. ALL TOPSOIL AREAS TO BE RAKED TO REMOVE DEBRIS AND ENSURE DRAINAGE. SLOPES OF 3:1 OR GREATER SHALL BE STAKED. SEED AS SPECIFIED, PER MNDOT SPECIFICATIONS AND SUPPLIER/MANUFACTURER RECOMMENDATIONS. IF NOT INDICATED ON LANDSCAPE PLAN, SEE EROSION CONTROL PLAN.

IRRIGATION

21. PROVIDE IRRIGATION TO ALL PLANTED AREAS ON SITE. IRRIGATION SYSTEM TO BE DESIGN/BUILD BY LANDSCAPE CONTRACTOR. LANDSCAPE CONTRACTOR TO PROVIDE SHOP DRAWINGS TO LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION OF IRRIGATION SYSTEM. CONTRACTOR TO PROVIDE OPERATION MANUALS, AS-BUILT PLANS, AND NORMAL PROGRAMMING. SYSTEM SHALL BE WINTERIZED AND HAVE SPRING STARTUP DURING FIRST YEAR OF OPERATION. SYSTEM SHALL HAVE ONE-YEAR WARRANTY ON ALL PARTS AND LABOR. ALL INFORMATION ABOUT INSTALLATION AND SCHEDULING CAN BE OBTAINED FROM THE GENERAL CONTRACTOR. SYSTEM SHALL INCLUDE A RAIN SENSOR AND APPROPRIATE TECHNOLOGY. CONTROLLER TO BE COMMERCIAL GRADE, EPA WATERSENSE APPROVED, CAPABLE OF FLOW SENSING AND OPERATING A MASTER VALVE ON / OFF BY STATION. IRRIGATION SYSTEM TO INCLUDE FLOW SENSOR AND WIRED RAIN / FREEZE SENSOR. PROVIDE MASTER VALVE. THE IRRIGATION SYSTEM SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS. ZONE PARAMETERS: HEAD-TO-HEAD COVERAGE AND NO SPRAYING OVER WALKS. SEPARATE LAWN ZONES BY MICROCLIMATE. LAWN ON NORTH SIDE OF BUILDING VS LAWN ON SOUTH SIDE OF BUILDING. LAWN ON SLOPE VS LAWN ON LEVEL GRADE. LAWN AREAS TO HAVE MULTI-STREAM ROTARY SPRINKLERS/ SPRAYS/ ROTORS. SHRUB AND PERENNIAL BED AREAS TO HAVE DRIP. TREES IN LAWN AREA TO BE COVERED BY MULTI-STREAM ROTARY SPRINKLERS/ SPRAYS/ ROTORS. TREES IN SHRUBS / PERENNIAL BED AREA TO BE WATERED WITH DRIP IRRIGATION. ALL IRRIGATION HEADS TO BE PRESSURE REGULATED.

ESTABLISHMENT

22. PROVIDE NECESSARY WATERING OF PLANT MATERIALS UNTIL THE PLANT IS FULLY ESTABLISHED OR IRRIGATION SYSTEM IS OPERATIONAL. OWNER WILL NOT PROVIDE WATER FOR CONTRACTOR.
23. REPAIR, REPLACE, OR PROVIDE SOD/SEED AS REQUIRED FOR ANY ROADWAY BOULEVARD AREAS ADJACENT TO THE SITE DISTURBED DURING CONSTRUCTION.

WARRANTY

24. REPAIR ALL DAMAGE TO PROPERTY FROM PLANTING OPERATIONS AT NO COST TO OWNER.
25. MAINTAIN TREES, SHRUBS, SEED AND OTHER PLANTS UNTIL PROJECT COMPLETION, BUT IN NO CASE, LESS THAN FOLLOWING PERIOD: 1 YEAR AFTER PROJECT COMPLETION. MAINTAIN TREES, SHRUBS, SEED AND OTHER PLANTS BY PRUNING, CULTIVATING, AND WEEDING AS REQUIRED FOR HEALTHY GROWTH. RESTORE PLANTING SAUCERS. TIGHTEN AND REPAIR STAKE AND GUY SUPPORTS AND RESET TREES AND SHRUBS TO PROPER GRADES OR VERTICAL POSITION AS REQUIRED. RESTORE OR REPLACE DAMAGED WRAPPINGS. SPRAY AS REQUIRED TO KEEP TREES AND SHRUBS FREE OF INSECTS AND DISEASE. REPLENISH MULCH TO THE REQUIRED DEPTH. MAINTAIN LAWNS FOR 60 DAYS AFTER INSTALLING SOD INCLUDING MOWING WHEN SOD RECIRES 4" IN HEIGHT. WEED PLANTING BEDS AND MULCH SAUCERS AT MINIMUM ONCE A MONTH DURING THE GROWING SEASON. PROVIDE A MONTHLY REPORT TO THE OWNER ON WEEDING AND OTHER MAINTENANCE RESPONSIBILITIES.

Kimley»Horn
2024 KIMLEY-HORN AND ASSOCIATES, INC.
767 EUSTIS STREET, SUITE 100, ST. PAUL, MN 55114
PHONE: 651-454-4197
WWW.KIMLEY-HORN.COM

THIS CERTIFICATE IS VALID FOR THE PROJECT ONLY. IT IS NOT VALID FOR ANY OTHER PROJECTS. THE DESIGNER'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT ONLY. THE DESIGNER SHALL NOT BE RESPONSIBLE FOR ANY OTHER ASPECTS OF THE PROJECT. THE DESIGNER SHALL NOT BE RESPONSIBLE FOR ANY OTHER ASPECTS OF THE PROJECT.

KHA PROJECT: 161318000
DATE: 4/25/2025
SCALE: AS SHOWN
DESIGNED BY: KHA
DRAWN BY: KHA
CHECKED BY: RAH

RYAN A. HYLLESTED, P.E.
MIN. LIC. NO.: 53828

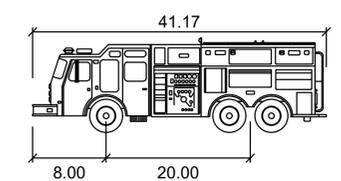
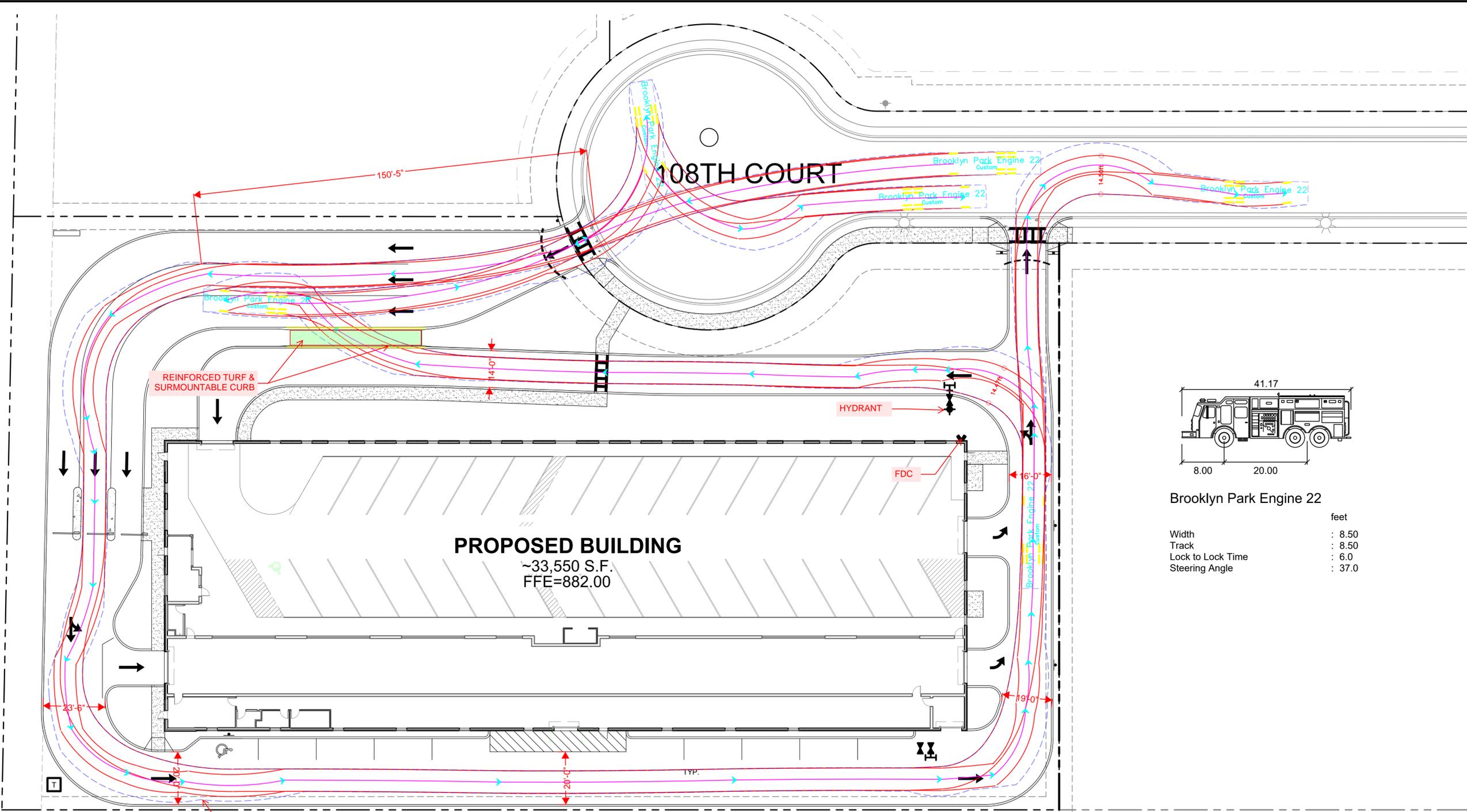
LANDSCAPE DETAILS

SOTA SHINE NORTH PARK
PREPARED FOR
SOTA SHINE
BROOKLYN PARK, MN

SHEET NUMBER
L101

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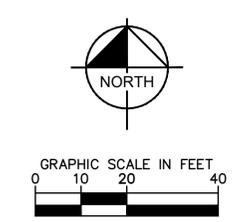
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Brooklyn Park Engine 22
feet
Width : 8.50
Track : 8.50
Lock to Lock Time : 6.0
Steering Angle : 37.0

LEGEND

	PROPERTY LINE
	SETBACK LINE
	FUTURE SETBACK LINE
	DRAINAGE AND UTILITY EASEMENT
	PROPOSED CURB AND GUTTER
	STANDARD DUTY ASPHALT PAVEMENT SEE DETAILS FOR SECTION
	HEAVY DUTY CONCRETE PAVEMENT SEE DETAILS FOR SECTION
	STANDARD DUTY CONCRETE PAVEMENT / SIDEWALK SEE DETAILS FOR SECTION



No.	REVISIONS	DATE	BY

Kimley»Horn
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WWW.KIMLEY-HORN.COM

KHA PROJECT	DATE	SCALE	DESIGNED BY	DRAWN BY	CHECKED BY
161318000	04/04/2025	AS NOTED	JFJ	KBP	JFJ

TURNING EXHIBIT

SOTA SHINE
NORTH PARK
PREPARED FOR
SOTA SHINE
BROOKLYN PARK MN

SHEET NUMBER
CX-1

City of Brooklyn Park Request for Council Action

Agenda Item:	4.9	Meeting Date:	May 27, 2025
Agenda Section:	Consent	Originating Department:	Operations and Maintenance Engineering Services Division
Resolution:	X	Prepared By:	Marc Culver, P.E., City Engineer
Ordinance:	N/A		
Attachments:	2	Presented By:	Marc Culver, P.E. City Engineer
Item:	Approve Cooperative Construction Agreement for Rush Creek Regional Trail Underpass at CSAH 103 Project, CIP 4056-25		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2025-_____, APPROVING THE COOPERATIVE CONSTRUCTION AGREEMENT WITH HENNEPIN COUNTY AND THREE RIVERS PARK DISTRICT FOR THE RUSH CREEK REGIONAL TRAIL UNDERPASS AT CSAH 103 PROJECT CIP 4056-25.

Overview:

The City has been working with Three Rivers Park District and Hennepin County over the past decade in an effort to construct a grade separation of the Rush Creek Regional Trail (RCRT) at Winnetka Ave (CSAH 103) consistent with the RCRT junctions at Noble Parkway, Zane Avenue/Douglas Drive, and the recently completed underpasses at Xylon Avenue and West River Road. The three agencies have been attempting to find funding for this project during that period. Last year, the City came to terms with Three Rivers Park District and Hennepin County on a funding split to finally construct this important project. A Cooperative Construction Agreement between the three parties has been prepared by Hennepin County and reviewed by all three parties.

This project will adjust the vertical alignment of CSAH 103 to provide vertical clearance for a box culvert underpass, will construct a widened section of CSAH 103 to be consistent with and tie into future improvements of CSAH 103 which will occur with the BLE Light Rail project, as well as construct trails along CSAH 103 that will tie into the regional trail.

The Cooperative Construction agreement establishes the cost distribution between the three parties, payment terms, maintenance responsibilities after the project is complete, and legal protections during the construction of the project. The financial terms are as indicated in the Budgetary/Fiscal Issues section below.

Council has previously approved a consultant services agreement for the design of this project as well as an easement vacation and subsequent land swap with Target to facilitate the construction of this improvement. Council is also considering awarding a contract for this project this evening.

Staff recommends the City Council approve the Cooperative Construction Agreement between Brooklyn Park, Hennepin County and Three Rivers Park District.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues:

Based on the Cooperative Construction Agreement, also on this Council agenda for approval, Hennepin County will contribute \$500,000 to this project and Three Rivers Park District will contribute one third of the overall project

cost up to \$770,000. Total project costs are estimated to be approximately \$2,400,000 with final construction, consultant fees, and other project costs, resulting in an estimated cost to the City of \$1,150,000 which will be funded through the Special Assessment Construction Fund. This project is scheduled for a 2025 completion.

Attachments:

- 4.9A RESOLUTION
- 4.9B PROJECT LAYOUT

RESOLUTION #2025-

RESOLUTION APPROVING THE COOPERATIVE CONSTRUCTION AGREEMENT WITH
HENNEPIN COUNTY AND THREE RIVERS PARK DISTRICT FOR THE RUSH CREEK REGIONAL TRAIL
UNDERPASS AT CSAH 103 PROJECT CIP 4056-25

WHEREAS, the City Engineer has prepared plans and specifications for the following improvements to
wit:

CIP 4056-25: Rush Creek Regional Trail Underpass at CSAH 103 Project

and;

WHEREAS, Hennepin County has prepared a cooperative construction agreement between the City of
Brooklyn Park, the Three Rivers Park District and Hennepin County, and;

WHEREAS, said Cooperative Construction Agreement details cost distribution, payment terms,
protections during construction and maintenance responsibilities after completion of construction, and;

WHEREAS, the City and Three Rivers Park District have reviewed the agreement, and;

WHEREAS, the City Engineer recommends approval of the agreement.

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

1. The Cooperative Construction Agreement for Rush Creek Regional Trail Underpass at CSAH 103, CIP 4056-25 is hereby approved by the City Council of the City of Brooklyn Park and the Mayor and Manager are hereby authorized and directed to execute said agreement.

CONSTRUCTION COOPERATIVE AGREEMENT

This Agreement is made between the **County of Hennepin**, a body politic and corporate under the laws of the State of Minnesota, hereinafter referred to as the “County”, and the **City of Brooklyn Park**, a body politic and corporate under the laws of the State of Minnesota, hereinafter referred to as the “City” and the **Three Rivers Park District**, a body politic and corporate under the laws of the State of Minnesota, hereinafter referred to as the “Park District”. The County, the City and the Park District collectively are referred to as the “Parties”.

Recitals

The following Recitals are incorporated into this Agreement.

1. The Parties desire to improve safety at the intersection of County State Aid Highway (CSAH) 103 (Winnetka Ave) and the Rush Creek Regional Trail, which improvements include the implementation of a grade separation through the installation of a pre-cast box culvert, herein referred to as the “Underpass” under CSAH 103 for the Rush Creek Regional Trail. The project will also include stormwater improvements and a trail connection on the west side of CSAH 103 from the Rush Creek Regional Trail to CSAH 103, all within the corporate limits of the City, as shown in plans under County Project (CP) No. 2161200, as further illustrated in Exhibit D (“Project Plan Title Sheet”), and which shall hereinafter be referred to as the “Project”.
2. The Parties have agreed to enter into this Agreement to memorialize the partnership and to outline each party’s ownership and financial responsibilities, maintenance responsibilities, and associated costs for the Project.
3. The City shall be the lead agency in Project design, engineering, and construction administration, and shall be responsible for acquiring all governmental agency-required permits needed for the Project.
4. The City Engineer has prepared an Engineer’s Estimate of quantities and unit prices for the above described Project, and a copy of the Engineer’s Estimate and an estimated Division of Cost Summary, marked Exhibit A, is attached hereto.
5. The County and the Park District have indicated their willingness to cost participate in the Project as detailed herein.

6. The Project will be carried out by the Parties under the provisions of Minnesota Statutes, Section 162.17, Subdivision 1, and Section 471.59.

Agreement

NOW, THEREFORE, the Parties agree as follows:

1. Term of Agreement, Survival of Terms, and Exhibits.

- 1.1. **Effective Date.** This Agreement is effective as of the date of the final signature.
- 1.2. **Expiration Date.** This Agreement will expire after the date in which all obligations have been satisfactorily fulfilled.
- 1.3. **Survival of Terms.** Provisions that by their nature are intended to survive the term, cancellation or termination of this Agreement do survive such term, cancellation or termination. Such provisions include but are not limited to: Maintenance Responsibilities, Records/Audits, Indemnification, Insurance, Worker Compensation Claims, Cancellation, Termination, and Minnesota Laws Govern.
- 1.4. **Exhibits.** All exhibits are attached and incorporated into this Agreement.
 - 1.4.1 **Exhibit A (Engineer's Estimate and Division of Cost Summary)**
 - 1.4.2 **Exhibit B (MnDOT ADA Compliance Checklist (Curb Ramp) and Accessibility Pedestrian Signal (APS) forms)**
 - 1.4.3 **Exhibit C (Drainage Ownership and Maintenance Responsibilities)**
 - 1.4.4 **Exhibit D (Project Plan Title Sheet)**
 - 1.4.5 **Exhibit E (Right of Way Parcel Exhibits and Legal Descriptions)**

2. Project Construction.

- 2.1. **Contract Award and Administration.** The City or its agents shall prepare the necessary Project plans, specifications, and proposal; obtain approval of the plans and specifications from the County; advertise for bids for the work and construction; receive and open bids pursuant to the advertisement; enter into a contract with the successful bidder at the unit prices specified in the bid of such bidder; administer the contract; and perform the required engineering and inspection; all in accordance with the plans and specifications set forth below.

2.2. Plans and Specifications.

- 2.2.1 Design Work.** All design work performed by the City and its agents for the Project shall be prepared and certified by a Professional Engineer licensed in the State of Minnesota. All designs which affect County facilities shall conform to the Minnesota Department of Transportation (MnDOT) Design Standards applicable to County State Aid Highways and to the requirements of the Americans with Disabilities Act (ADA) standards and be approved by the County Engineer prior to construction. Attached as Exhibit B is a copy of the MnDOT ADA Compliance Checklist (Curb Ramp) and APS forms. The City or its agents shall complete the forms for each curb ramp constructed and APS installed as part of the Project and submit the forms by using the County's "Asset Management" site, which requires registration to access. The City understands and agrees that the payment as stated in Subsection 4.5 will be withheld until all required ADA curb ramp and APS certification forms have been received and verified by the County. Directions for obtaining access to the Asset Management site can be found at the following link, under the "ADA checklists for construction within county right-of-way" bar:
(<https://www.hennepin.us/residents/transportation/ada-transition-plan>).
- 2.2.2 Plan Numbers (S.A.P.#).** The plans and specifications for the Project are referenced and identified as S.A.P.#110-020-045 and shall be approved by MnDOT prior to Project construction.
- 2.2.3 Request for Copies of Plans.** At the request of the County or Park District, the City or its agents shall furnish the County or Park District with any working copies of any plans, designs or reports at any time during the Project design process. Upon completion of the Project, the City or its agents shall furnish the County and Park District with a complete set of as-built plans certified as to their accuracy by the City Engineer and shall be submitted to County's Public Works Transportation Project Delivery Design and Operations Asset Management Divisions and Park District's Department of Design.
- 2.2.4 Plan Review and Approval.** The City shall furnish the County Public Works Transportation Project Delivery Design Division and Park District Department of Design with Project plans and specifications for review and approval as follows: electronic submittals at 60%, 90%, and 100%; comment response letter with 90% and 100% package; electronic copy of plans at 100% for County permit approval and Park District approval.
- 2.3. Construction Supervision and Inspection.** The City or its agents will administer the construction contract, perform all necessary engineering, inspection, and testing of all the Project work. All work for the Project shall be completed in compliance with the County and Park District approved plans and specifications. The County Engineer, Park District Superintendent, or their designated representative(s) shall have the right, as the work progresses, to enter upon the job site to make any inspections deemed necessary and shall cooperate with the City Engineer and staff at their request to the extent necessary but will have no responsibility for the supervision of the work.

2.4. Plan Changes and Additional Construction.

2.4.1 Plan Changes. The County and Park District agrees that the City may make changes in the plans or in the character of the Project construction that are reasonably necessary to cause the construction to be in all things performed and completed in a satisfactory manner, subject to the County's and Park District's rights under Subsection 2.4.2 and the limitations and restrictions on County and Park District cost participation provided in Section 3.

2.4.2 Review Proposed Changes. The County and Park District shall have the right to review any proposed changes to the plans and specifications as they relate to their respective cost participation prior to the work being performed, except in emergencies, and in those instances where the proposed changes necessitate a re-engineering of the design and/or specifications, the City shall submit the re-engineered design and/or specifications to the County and Park District. The County Engineer, Park District Superintendent, or their designated representative(s) shall respond to the City's request for approval to authorize the issuance of any negotiated change orders or supplemental agreements prepared by the City that affect the County's or Park District's share of the construction cost within a reasonable time frame, subject to the limitations and restrictions on County or Park District cost participation provided in Section 3.

2.5. Right of Way/Permit

2.5.1 Right of Way Acquisition. The City or its agents shall acquire all additional right of way, permits and/or easements required for the construction of the Project at no cost to the County or Park District.

2.5.2 Upon completion of the project. The City agrees to convey easements, over those lands that the City acquires or currently owns, that are required for the Project. The necessary easements are depicted in Exhibit E, Parcels 1 and 2. Said easements shall be conveyed to the County at no cost.

2.5.3 Upon completion of the project. The Park District agrees to convey easements, over those lands that the Park District presently owns that are required for the Project, together with the written approval of the Metropolitan Council required by the Restrictive Covenants recorded in the Office of the Hennepin County Recorder as Document Nos. 4772561 and 4848470. The necessary easements are as depicted in Exhibit E, Parcels 3 and 4. Said easements shall be conveyed to the County at no cost.

2.5.4 Access Rights and Permits. To the extent permitted by law, the County shall transfer, convey, permit, or otherwise allow the use of property rights controlled or maintained by the County, including but not limited to easements or access rights, that may be required by the City for the Project. The Parties understand that any such access rights must be necessary for completion of the Project and shall be subject to applicable County Board or

County staff approval requirements; these access rights will be granted at no cost to the City. Any and all County permits required for the Project shall be granted by the County at no cost or expense to the City or its contractors. The City shall also obtain, and comply with, any and all permits and approvals required from other governmental or regulatory agencies to accomplish the Project.

- 2.5.5 Right of Way Costs.** The County's share in right of way cost required for complete construction of the Project is a part of the total County's cost participation in the Project as listed in Section 3 below.
- 2.6. Detours.** The Project may require limited detouring of traffic onto the City's streets. The Parties agree that there will be no compensation to the City for detours onto its streets required to construct the Project.
- 3. Cost Participation.** The County will participate in the construction costs for the Project as provided herein.
- 3.1. County's Total Cost Participation.** The County's cost participation in the Project shall be a total Not to Exceed (NTE) amount of \$500,000.
- 3.2. Park District's Cost Participation.** The Park District's cost participation in the Project shall be a total Not to Exceed (NTE) amount of \$770,000 (\$800,000 minus a \$30,000 credit the City owes the Park District for the Highway 169 / 101st Avenue Interchange Project) provided that this amount does not exceed one third of the total design and construction costs of the Rush Creek Regional Trail underpass portion of the Project. This amount satisfies the City's obligations previously agreed to by the City and Park District in the Agreement for Easement and Grade Separated Crossing dated October 2, 2015, and the Purchase Agreement dated January 18, 2019, between the City and Park District.
- 4. Payment.**
- 4.1. Amount Due.** The County and the Park District, subject to the provisions stipulated in this Agreement, agree to pay their respective Cost shares as described herein.
- 4.2. When to Invoice.** After an award by the City to the successful bidder on the Project, the City shall notify the County and Park District and submit an invoice for fifty percent (50%) of the County's and Park District's Cost Participation for the Project under this Agreement. Upon completion of the Project, the City shall notify the County and Park District and invoice the remaining fifty percent (50%) of the County's and Park District's Cost Participation for the Project under this Agreement.
- 4.3. What to Include in the Invoice.** Each invoice to the County shall include: date of invoice, invoice number, name of the County construction project manager (Mr. Eric Drager, P.E.), project name, county project number (CP 2161200), contract number, and purchase order number. For the final invoice, the City shall provide the County with the Final Distribution of Costs document and complete as-built plans prior to

requesting payment.

Each invoice to the Park District shall include: date of invoice, invoice number, name of the Park District project manager (Mr. Matt Swenson, Landscape Architect), project name, Park District project number (MET25015), contract number and purchase order number.

- 4.4. Where to Send Invoice.** Invoices and supporting documentation for Hennepin County should be sent by email to obf.internet@hennepin.us or by mail to: Hennepin County Accounts Payable, P.O. Box 1388, Minneapolis, MN 55440-1388. An electronic copy of all invoices and project documentation should also be submitted to transp.invoices@hennepin.us

Invoices and supporting documents for the Park District should be send via email to Matt Swenson at matt.swenson@threeiversparks.org.

- 4.5. Approval and Payment.** Upon execution of the Agreement and after the award of the contract, and within forty-five (45) days of receipt of the invoice from the City, the County and Park District shall pay the City fifty percent (50%) of their respective Cost Participation for the Project. After the Project completion and upon approval and acceptance of the completed Project as well as all MnDOT ADA Compliance Checklist forms by the County Engineer or designated representative, and within forty-five (45) days of receipt of the invoice for the remaining fifty percent (50%) share of the County and Park District Cost Participation for the Project, the County and Park District shall each reimburse the City for its remaining fifty percent (50%) share of the costs for the Project under this Agreement.

- 5. The City's Maintenance Responsibilities.** Upon completion of the Project, the City shall provide the following year-round maintenance services required thereafter at no cost to the County or to the Park District.

- 5.1. Multi-use Trail/Bicycle Facility.** The City shall own and maintain the multi-use trail/bicycle facilities along CSAH 103 constructed as part of the Project. Maintenance includes, but is not limited to, trail surfacing, sweeping, winter maintenance, and any other maintenance activities according to City practices.

- 5.2. Storm Sewers.** The City shall own and maintain storm sewer drainage systems such as catch basins, manholes, stormwater treatment structures and ponds serving areas beyond the County right of way, constructed or reconstructed under the Project. Maintenance includes but is not limited to repairs to structures, castings, and adjacent curb section repairs along with removal of sediments, vegetation, and ice. Storm sewer ownership and maintenance responsibilities are further illustrated in the attached Exhibit C.

- 5.3. Landscaping.** The City shall assume maintenance of all landscaping/streetscape installed as a part of the Project.

- 5.4. Ornamental Railing.** All ornamental railing installed with the Project shall become

the property of the city and all maintenance, restoration, repair, replacement or other work or services required thereafter shall be performed by the City.

6. **The Park District's Maintenance Responsibilities.** Upon completion of the Project, the Park District shall provide the following year-round maintenance services required thereafter at no cost to the County or the City.
 - 6.1. **Underpass.** The Park District shall assume all maintenance responsibilities of the newly constructed underpass, including but not limited, to precast box sections, wing walls, fencing, lighting, electrical systems and the local trail connection between the Rush Creek Regional Trail and the CSAH 103 trail located on Park District property. The Park District agrees to accomplish any such maintenance, restoration or repair necessary, appropriate, and reasonable to adequately preserve the integrity of the CSAH 103 roadway and the safety of the travelling public. The Park District further agrees to accomplish any such maintenance, restoration or repair promptly, taking into account the nature and urgency of the required work.
 - 6.2. **Failure to Perform.** In the event that the Park District fails to perform any such maintenance, restoration or repair, the County may (1) at its sole option, close and/or otherwise restrict the use of the Underpass until such time that the Park District completes, to the satisfaction of the County Engineer, any such maintenance, restoration or repair as required by the County, or (2) perform any such maintenance, restoration or repair as deemed necessary by the County Engineer and invoice the Park District for reasonable costs incurred by the County in the completion of the work performed. In the event that the County desires a higher level of performance or more expediated service than planned or approved by the Park District, the County may perform any such maintenance, restoration or repair it deems necessary at its sole cost.
7. **The County's Maintenance Responsibilities.** Upon completion of the Project, the County shall provide year-round maintenance at its sole cost as outlined below.
 - 7.1. **Bridge Inspection.** In accordance with the policies of the Minnesota Department of Transportation (Mn/DOT), the Underpass will be defined as a bridge and has been assigned Bridge No. 27J92. Annual bridge inspections for said Bridge No. 27J92, as required by Minnesota Statute, and any other inspections for said Bridge No. 27J92, will be the responsibility of Hennepin County. A copy of the inspection reports for said bridge will be provided to the Park District.
 - 7.2. **Roadways.** The County shall maintain the segment of CSAH 103 reconstructed under the Project. Maintenance includes, but is not limited to, sweeping, debris removal, resurfacing and seal coating, and any other maintenance activities according to accepted County maintenance practices.
 - 7.3. **County Road Pavement Striping.** The County shall thereafter maintain and repair all pavement striping for CSAH 103 installed under the Project.
 - 7.4. **Storm Sewers.** The County shall own and maintain culverts, catch basins and leads,

manholes, trunk lines and all other components that serve only County right of way constructed or reconstructed under the Project. Maintenance includes repairs to structures, casting, and adjacent curb section repairs along with removal of sediments, vegetation, and ice. Storm sewers ownership and maintenance responsibilities are further illustrated in the attached Exhibit C.

- 8. Authorized Representatives.** In order to coordinate the services of the County with the activities of the City and vice versa so as to accomplish the purposes of this Agreement, the Hennepin County and the City Engineers or their designated representatives shall manage this Agreement on behalf of the County and the City.

County of Hennepin:

Carla Stueve
County Highway Engineer
Hennepin County Public Works
1600 Prairie Drive, Medina, MN 55340
Office: 612-596-0356
Carla.Stueve@hennepin.us

City of Brooklyn Park:

Marcus Culver
City Engineer
5200 85th Ave N
Office Phone: 763-493-8114
Marc.Culver@brooklynpark.org

Three Rivers Park District:

Josh Bowe
Senior Manager of Engineering
3000 Xenium Lane North, Plymouth, MN 55441
763-694-2063
Josh.Bowe.threeriversparks.org

- 9. Assignment, Amendments, Default, Waiver, Agreement Complete, Cancellation or Termination.**

- 9.1. Assignment.** The City shall not assign, subcontract, transfer or pledge this Agreement and/or the services to be performed hereunder, whether in whole or in part, without the prior written consent of the Parties.
- 9.2. Amendments.** Any alterations, variations, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement and signed by the Parties hereto.
- 9.3. Default.** If a party fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute a default. Unless the party's default is excused by the non-defaulting parties, the non-defaulting parties may upon written notice immediately cancel this Agreement

in its entirety.

- 9.4. Waiver.** The County'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.
- 9.5. Agreement Complete.** The entire Agreement between the Parties is contained herein and this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.
- 9.6. Cancellation or Termination.** This Agreement may be terminated or cancelled by any party with or without cause upon thirty (30) day written notice. This Agreement shall be terminated or cancelled by any party upon a material breach by another party. In the event of a termination or cancellation, the Parties will remain responsible for cost participation as provided in this Agreement for obligations incurred up through the effective date of the termination or cancellation, subject to any equitable adjustment that may be required to account for the effects of a breach.

10. Indemnification.

- 10.1. The City Indemnifies the County and the Park District.** The City agrees to defend, indemnify and hold harmless the County and the Park District, their officials, officers, agents, volunteers, and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorneys' fees, resulting directly or indirectly from any act or omission of the City or the City's consultant or sub consultant, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Agreement, and against all loss by reason of the failure of the City to perform fully, in any respect, all obligations under this Agreement. The City's liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 or other applicable law.
- 10.2. The Park District Indemnifies the County and the City.** The Park District agrees to defend, indemnify and hold harmless the County and the City, their officials, officers, agents, volunteers, and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorneys' fees, resulting directly or indirectly from any act or omission of the Park District or the Park District's consultant or sub consultant, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Agreement, and against all loss by reason of the failure of the Park District to perform fully, in any respect, all obligations under this Agreement. The Park District's liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 or other applicable law.
- 10.3. The County Indemnifies the City and the Park District.** The County agrees to defend, indemnify and hold harmless the City the Park District, their officials, officers, agents,

volunteers, and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorneys’ fees, resulting directly or indirectly from any act or omission of the County or the County’s consultant or sub consultant, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Agreement, and against all loss by reason of the failure of the County to perform fully, in any respect, all obligations under this Agreement. The County’s liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 or other applicable law.

11. Insurance. The Parties agree that any future contract let by the Parties for the performance of any of the work included hereunder shall include clauses that will: 1) Require the contractor to indemnify and hold the County, the City, and the Park District, their commissioners, officers, agents and employees harmless from any liability, claim, demand, judgments, expenses, action or cause of action of any kind or character arising out of any act or omission of the contractor, their officers, employees, agents or subcontractors; 2) Require the contractor to be an independent contractor for the purposes of completing the work provided for in this Agreement; and 3) Require the contractor to provide and maintain enough insurance so as to assure the performance of its indemnification and hold harmless obligation:

Limits

(1) Commercial General Liability on an occurrence basis with contractual liability coverage:

General Aggregate	\$2,000,000
Products - Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,500,000
Each Occurrence - Combined Bodily Injury and Property Damage	\$1,500,000

Hennepin County shall be named as an additional insured for the Commercial General Liability coverage with respect to operations covered under this Agreement.

(2) Automobile Liability:

Combined Single limit each occurrence coverage or the equivalent covering owned, non-owned, and hired automobiles:	\$1,500,000
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(3) Workers’ Compensation and employer’s Liability:

Workers’ Compensation:	Statutory
If the contractor is based outside the State of Minnesota, coverage must apply to Minnesota laws.	

Employer’s Liability. Bodily injury by:

Accident – Each Accident	\$500,000
Disease – Policy Limit	\$500,000
Disease - Each Employee	\$500,000

(4) Professional Liability – Per Claim and Aggregate: \$2,000,000

The above listed Professional Liability insurance will not be required in any construction contract let by the City and/or the Park District if the City’s and/or the Park District’s contractors are not required to perform design engineering as part of the construction contract.

An umbrella or excess policy over primary liability coverages is an acceptable method to provide the required insurance limits.

The above subparagraphs establish minimum insurance requirements. It is the sole responsibility of the City’s and/or the Park District’s contractors to determine the need for and to procure additional insurance which may be needed in connection with the Project.

All insurance policies shall be open to inspection by the County and copies of policies shall be submitted to the County upon written request.

12. Worker Compensation Claims.

12.1. City’s Employees. Any and all employees of the City or the Park District and all other persons engaged by the City in the performance of any work or services required or provided for herein to be performed by the City shall not be considered employees of the County or the Park District, and any and all claims that may or might arise under the Workers' Compensation Act or the Unemployment Compensation Act of the State of Minnesota on behalf of the employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of the employees while so engaged on any of the work or services provided to be rendered herein shall in no way be the obligation or responsibility of the County or Park District.

12.2. Park District’s Employees. Any and all employees of the Park District and all other persons engaged by the Park District in the performance of any work or services required or provided for herein to be performed by the Park District shall not be considered employees of the County or the City, and any and all claims that may or might arise under the Workers' Compensation Act or the Unemployment Compensation Act of the State of Minnesota on behalf of the employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of the employees while so engaged on any of the work or services provided to be rendered herein shall in no way be the obligation or responsibility of the County and/or the City.

12.3. The County’s Employees. Any and all employees of the County and all other persons engaged by the County in the performance of any work or services required or provided for herein to be performed by the County shall not be considered employees of the City or the Park District, and any and all claims that may or might arise under the Workers'

Compensation Act or the Unemployment Compensation Act of the State of Minnesota on behalf of the employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of the employees while so engaged on any of the work or services provided to be rendered herein shall in no way be the obligation or responsibility of the City or the Park District.

- 13. Records/Audits.** The Parties agree that the County, the Park District, the City, the State Auditor, or any of their duly 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., which are pertinent to the Project and the accounting practices and procedures of the Parties which involve transactions relating to this Agreement.
- 14. Nondiscrimination.** The provisions of Title VI of the Civil Rights Act of 1964, Minnesota Statute Section 181.59, and any other applicable local ordinance relating to civil rights and discrimination and the Affirmative Action Policy statement of Hennepin County shall be considered a part of this Agreement as though fully set forth herein.
- 15. Counterparts/Electronic Signatures.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The facsimile, email or other electronically delivered signatures of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.
- 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.

(This space left intentionally blank)

IN TESTIMONY WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized officers and agree to be bound by the provisions herein set forth.

CITY OF BROOKLYN PARK

By: _____
Mayor

Date: _____

By: _____
City Manager

Date: _____

IN TESTIMONY WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized officers and agree to be bound by the provisions herein set forth.

THREE RIVERS PARK DISTRICT

By: _____
Board Chair

Date: _____

By: _____
Superintendent and Secretary to the Board

Date: _____

COUNTY OF HENNEPIN

ATTEST:

By: _____
Deputy/Clerk of the County Board
Date: _____

By: _____
Chair of its County Board
Date: _____

And: _____
County Administrator
Date: _____

**REVIEWED BY
THE COUNTY ATTORNEY’S OFFICE:**

By: _____
Assistant County Attorney
Date: _____

And: _____
Assistant County Administrator, Public Works
Date: _____

RECOMMENDED FOR APPROVAL

By: _____
County Highway Engineer
Date: _____

REVIEWED:

By: _____
County Administration Clerk
Date: _____

RECOMMENDED FOR APPROVAL

By: _____
Department Director, Transportation
Operations
Date: _____

EXHIBIT A

Engineer's Estimate and Division of Cost Summary

ENGINEER'S ESTIMATE OF CONSTRUCTION COST
 S.A.P. 110-020-045
 RUSH CREEK REGIONAL TRAIL UNDERPASS
 April 22, 2025

ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT COST	TOTAL ESTIMATED QUANTITY	TOTAL ESTIMATED COST	S.A.P. 110-020-045		NON-PARTICIPATING	
						CSAH 303		CSAH 303	
						ROADWAY		ROADWAY	
		QUANTITY	COST	QUANTITY	COST				
2011.001	AS BUILT	LUMP SUM	\$7,000.00	1	\$7,000.00	1	\$7,000.00		
2021.501	MOBILIZATION	LUMP SUM	\$130,000.00	1	\$130,000.00	1	\$130,000.00		
2101.502	GRUBBING	EACH	\$450.00	21	\$9,450.00	21	\$9,450.00		
2101.505	GRUBBING	ACRE	\$7,500.00	1.35	\$10,125.00	1.35	\$10,125.00		
2104.502	REMOVE SKIN	EACH	\$75.00	8	\$600.00	8	\$600.00		
2104.502	SAVAGE SKIN	EACH	\$60.00	19	\$1,140.00	11	\$660.00	8	\$480.00
2104.503	SKIN BY BITUMINOUS PAVEMENT	LN FT	\$4.25	96	\$408.00	96	\$408.00		
2104.504	REMOVE CONCRETE WAIR	SQ YD	\$16.00	13	\$208.00	13	\$208.00		
2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$20.00	4,344	\$86,880.00	4,344	\$86,880.00		
2104.518	REMOVE BITUMINOUS WAIR	SQ FT	\$3.00	6,928	\$20,784.00	6,928	\$20,784.00		
2104.601	HAUL SALVAGED MATERIAL	LUMP SUM	\$3,500.00	1	\$3,500.00	1	\$3,500.00		
2104.602	SAVAGE SKIN SPECIAL	EACH	\$2,500.00	1	\$2,500.00			1	\$2,500.00
2105.507	COMMON BORROW SPECIAL (CV)	CU YD	\$52.00	575	\$29,900.00	575	\$29,900.00		
2106.507	EXCAVATION - COMMON (P)	CU YD	\$10.00	3,750	\$37,500.00	3,750	\$37,500.00		
2106.507	EXCAVATION - CHANNEL AND POND (P)	CU YD	\$39.00	4,074	\$158,916.00	4,074	\$158,916.00		
2106.507	SELECT GRANULAR EMBANKMENT (CV)	CU YD	\$28.00	4,758	\$133,224.00	4,758	\$133,224.00		
2106.507	COMMON EMBANKMENT (CV)	CU YD	\$9.25	12,906	\$119,380.50	12,906	\$119,380.50		
2106.601	DEWATERING	LUMP SUM	\$100,000.00	1	\$100,000.00	1	\$100,000.00		
2118.507	AGGREGATE SURFACING (CV) CLASS 1	CU YD	\$110.00	78	\$8,580.00	78	\$8,580.00		
2211.507	AGGREGATE BASE (CV) CLASS 5 (P)	CU YD	\$48.00	3,630	\$173,840.00	3,630	\$173,840.00		
2300.509	TYPE SP 9.5 WEARING COURSE MIXTURE (2.B)	TON	\$132.00	269	\$35,496.00	269	\$35,496.00		
2300.509	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3.B)	TON	\$94.00	954	\$89,676.00	954	\$89,676.00		
2300.509	TYPE SP 12.5 WEARING COURSE MIXTURE (3.F)	TON	\$96.00	954	\$91,584.00	954	\$91,584.00		
2401.503	TYPE CURB BARRIER CONCRETE (SS2)	LN FT	\$100.00	202	\$20,200.00	202	\$20,200.00		
2401.601	STRUCTURE EXCAVATION	LUMP SUM	\$100,000.00	1	\$100,000.00	1	\$100,000.00		
2411.507	STRUCTURAL CONCRETE (IGS2)	CU YD	\$1,250.00	83	\$103,750.00	83	\$103,750.00		
2411.507	STRUCTURAL CONCRETE (IGS2)	CU YD	\$1,700.00	150	\$255,000.00	150	\$255,000.00		
2411.508	REINFORCEMENT BARS	POUND	\$1.25	10,130	\$12,662.50	10,130	\$12,662.50		
2411.508	REINFORCEMENT BARS (EPOXY COATED)	POUND	\$2.00	20,560	\$41,120.00	20,560	\$41,120.00		
2411.602	ARCHITECTURAL CONCRETE EMBLEM	EACH	\$5,000.00	2	\$10,000.00	2	\$10,000.00		
2411.618	ARCHITECTURAL SURFACE FINISH (SINGLE COLOR)	SQ FT	\$4.00	3,395	\$13,580.00	3,395	\$13,580.00		
2411.618	ARCHITECTURAL CONCRETE TEXTURE (CJT STONE)	SQ FT	\$35.00	3,395	\$118,425.00	3,395	\$118,425.00		
2412.503	18X30 PRECAST CONCRETE BOX CULVERT	LN FT	\$2,400.00	78	\$187,200.00	78	\$187,200.00		
2451.507	PINE AGGREGATE BEDDING (CV)	CU YD	\$75.00	360	\$27,000.00	360	\$27,000.00		
2475.503	ORNAMENTAL METAL RAILING DESIGN T-5 PC	LN FT	\$500.00	180	\$90,000.00	180	\$90,000.00		
2481.601	MEMBRANE WATERPROOFING SYSTEM	LUMP SUM	\$30,000.00	1	\$30,000.00	1	\$30,000.00		
2501.502	15" RC PIPE APRON	EACH	\$1,500.00	8	\$12,000.00	8	\$12,000.00		
2501.503	15" RC PIPE CULVERT CLASS V	LN FT	\$335.00	27	\$9,045.00	27	\$9,045.00		
2502.601	DRAINAGE SYSTEM	LUMP SUM	\$10,000.00	1	\$10,000.00	1	\$10,000.00		
2502.604	1" INSULATION	SQ YD	\$300.00	13	\$3,900.00	13	\$3,900.00		

ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT COST	TOTAL ESTIMATED QUANTITY	TOTAL ESTIMATED COST	S.A.P. 110-020-045		NON-PARTICIPATING		
						CSAH 103		CSAH 103		
						ROADWAY		ROADWAY		
						QUANTITY	COST	QUANTITY	COST	
2503.503	15" RC PIPE SEWER CLASS V	LN FT	272.00	589	\$42,408.00	589	\$42,408.00			
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN G	LN FT	\$740.00	5.3	\$3,932.00	5.3	\$3,932.00			
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL 1	LN FT	\$2,000.00	4	\$8,000.00	4	\$8,000.00			
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-402D	LN FT	\$750.00	26.7	\$20,025.00	26.7	\$20,025.00			
2511.504	GEOTEXTILE FILTER TYPE 4	SQ YD	\$6.00	181	\$866.00	181	\$866.00			
2511.509	RANDOM RIPRAP CLASS III	TON	\$160.00	52.5	\$8,400.00	52.5	\$8,400.00			
2521.518	6" CONCRETE WALK	SQ FT	\$16.56	1,099	\$18,133.50	1,099	\$18,133.50			
2521.518	8" CONCRETE WALK-REINFORCED	SQ FT	\$25.00	112	\$2,800.00	112	\$2,800.00			
2531.503	CONCRETE CURB AND GUTTER DESIGN B424	LN FT	\$24.00	528	\$12,672.00	528	\$12,672.00			
2531.618	TRUNCATED DOWNS	SQ FT	\$46.00	38	\$2,280.00	38	\$2,280.00			
2545.501	LIGHTING SYSTEM	LUMP SUM	\$60,000.00	1	\$60,000.00	1	\$60,000.00			
2545.501	CONDUIT SYSTEM	LUMP SUM	\$10,000.00	1	\$10,000.00	1	\$10,000.00			
2545.603	1.25" NON-METALLIC CONDUIT	LN FT	\$18.50	1,042	\$19,274.74	1,042	\$19,274.74			
2563.601	TRAFFIC CONTROL	LUMP SUM	\$25,000.00	1	\$25,000.00	1	\$25,000.00			
2563.613	PORTABLE CHANGEABLE MESSAGE SIGN	UNIT DAY	\$90.00	14	\$1,260.00	14	\$1,260.00			
2564.502	INSTALL SIGN	EACH	\$500.00	11	\$5,500.00	11	\$5,500.00			
2564.618	SIGN	SQ FT	\$75.00	8	\$675.00	8	\$675.00			
2572.503	CLEAN ROOT CUTTING	LN FT	\$5.50	1,595	\$8,772.50	1,595	\$8,772.50			
2573.501	STABILIZED CONSTRUCTION EXIT	LUMP SUM	\$3,000.00	1	\$3,000.00	1	\$3,000.00			
2573.501	EROSION CONTROL SUPERVISOR	LUMP SUM	\$10,000.00	1	\$10,000.00	1	\$10,000.00			
2573.602	STORM DRAIN INLET PROTECTION	EACH	\$175.00	1	\$175.00	1	\$175.00			
2573.502	CULVERT END CONTROLS	EACH	\$150.00	4	\$600.00	4	\$600.00			
2573.503	SILT FENCE, TYPE MS	LN FT	\$3.50	3,010	\$10,535.00	3,010	\$10,535.00			
2573.603	SEGMENT CONTROL LOG TYPE WOOD FIBER	LN FT	\$8.25	100	\$825.00	100	\$825.00			
2573.602	EROSION CONTROL MOBILIZATION	EACH	\$1,000.00	1	\$1,000.00	1	\$1,000.00			
2574.505	SUBSOILING	ACRE	\$230.00	1.3	\$299.00	1.3	\$299.00			
2574.505	SOIL BED PREPARATION	ACRE	\$330.00	4.0	\$1,320.00	4.0	\$1,320.00			
2574.507	COMPOST GRADE 2	CUYD	\$48.00	718	\$34,464.00	718	\$34,464.00			
2574.508	SPRINKLER TYPE 3	POUND	\$6.00	276	\$2,520.00	276	\$2,520.00			
2574.508	FERTILIZER TYPE 4	POUND	\$1.20	21	\$25.20	21	\$25.20			
2575.505	SEEDING	ACRE	\$330.00	1.7	\$881.00	1.7	\$881.00			
2575.505	MOWING	ACRE	\$300.00	1.3	\$390.00	1.3	\$390.00			
2575.505	WEED SPRAYING	ACRE	\$270.00	1.3	\$351.00	1.3	\$351.00			
2575.506	WEED SPRAY MIXTURE	GALLON	\$150.00	6.3	\$945.00	6.3	\$945.00			
2575.508	SANDY INSLOPE SEED MIX	POUND	\$5.10	79	\$402.90	79	\$402.90			
2575.508	SOUTH FERN BOULEVARD SEED MIX	POUND	\$5.10	5	\$25.50	5	\$25.50			
2575.508	WET DRY-180 MIX	POUND	\$28.00	3	\$84.00	3	\$84.00			
2575.508	SOUTHERN TALLGRASS ROADSIDE SEED MIX	POUND	\$24.00	32	\$768.00	32	\$768.00			
2575.508	HYDRAULIC REINFORCED FIBER MATHX	POUND	\$2.00	4,864	\$9,728.00	4,864	\$9,728.00			
2575.503	RAPID STABILIZATION METHOD 3	M GALLON	\$670.00	13	\$8,710.00	13	\$8,710.00			
2575.604	ROAD EROSION PREVENTION CATEGORY 25	SQ YD	\$2.50	6,894	\$17,235.00	6,894	\$17,235.00			
2582.503	4" SOLID LINE MULTI-COMPONENT	LN FT	\$2.25	886	\$1,991.50	886	\$1,991.50			
2582.503	4" BROKEN LINE MULTI-COMPONENT	LN FT	\$3.15	931	\$2,932.65	931	\$2,932.65			
2582.503	6" SOLID LINE MULTI-COMPONENT GROUND IN	LN FT	\$3.50	2,100	\$7,350.00	2,100	\$7,350.00			
2582.503	4" DOUBLE SOLID LINE MULTI-COMPONENT GROUND IN	LN FT	\$3.50	1,050	\$3,675.00	1,050	\$3,675.00			
SUBTOTALS										
CONSTRUCTION TOTAL								\$4,391,809.29	\$2,896,789.29	\$2,880.00

EXHIBIT B

IT IS OK TO SUBMIT SCANNED COPIES



MnDOT ADA Compliance Checklist for APS



SP: City: District:
 Intersection: Quadrant:
 Construction Year:

Compile all relevant documents (photos, checklist, notes, etc) of the completed quadrant and upload them using the HennPlace Asset Management Site. Registration is required. To create an account, please register for an account and use the following step-by-step reference guide on our ADA transition plan page under "checklist guide."

- 1) Are push button stations placed and push button faces oriented in accordance with standards? Yes No
- 2) Is there a minimum 4' x 4' landing adjacent to each push button? Yes No
- 3) Distance from crosswalk edge to push button face (ft):

<input type="text"/>	<input type="text"/>
Trunk Hwy	Side Street
- 4) Distance from the push button to the back of curb: (measured in the direction of the pedestrian travel in ft)

<input type="text"/>	<input type="text"/>
Trunk Hwy	Side Street
- 5) Distance between push buttons (ft):
- 6) Push button height (inches):

<input type="text"/>	<input type="text"/>
Trunk Hwy	Side Street
- 7) Push button side reach (inches):

<input type="text"/>	<input type="text"/>
Trunk Hwy	Side Street
- 8) Is APS system fully compliant? Yes No

If **NO**, check one of the following reasons why. Explain why the component(s) didn't meet compliance (see ADA Compliance Checklist Guidance for additional directions). Hennepin
 Topography Structure(s) Utilities Contractor County

- 9) Has a 6' maintenance access route (MAR) been maintained? Yes No
- 10) Are push buttons situated at least 2' away from both the back of walk and ramp grade break? Yes No
- 11) Are all newly constructed hand-hole(s) located outside of pedestrian access route (PAR)? Yes No
- 12) Push buttons placed according to the plan details? Yes No

If no, please describe/explain:

Printed Name: Date (mm/dd/yyyy):

I certify that the information entered on this form is accurate to the best of my knowledge and that I fully understand the checklist standards and am qualified to carry out the inspection.

FILL OUT FORM AND SUBMIT TO HENNEPIN COUNTY

IT IS OK TO SUBMIT SCANNED COPIES



MnDOT ADA Compliance Checklist for APS



SP: City: District:
 Intersection: Quadrant:
 Construction Year:

Compile all relevant documents (photos, checklist, notes, etc) of the completed quadrant and upload them using the HennPlace Asset Management Site. Registration is required. To create an account, please [register](#) for an account and use the following step-by-step reference guide on our [ADA transition plan page](#) under "checklist guide."

- 1) Are push button stations placed and push button faces oriented in accordance with standards? Yes No
- 2) Is there a minimum 4' x 4' landing adjacent to each push button? Yes No
- 3) Distance from crosswalk edge to push button face (ft):

<input type="text"/>	<input type="text"/>
Trunk Hwy	Side Street
- 4) Distance from the push button to the back of curb: (measured in the direction of the pedestrian travel in ft)

<input type="text"/>	<input type="text"/>
Trunk Hwy	Side Street
- 5) Distance between push buttons (ft):
- 6) Push button height (inches):

<input type="text"/>	<input type="text"/>
Trunk Hwy	Side Street
- 7) Push button side reach (inches):

<input type="text"/>	<input type="text"/>
Trunk Hwy	Side Street
- 8) Is APS system fully compliant? Yes No

If **NO**, check one of the following reasons why. Explain why the component(s) didn't meet compliance (see ADA Compliance Checklist Guidance for additional directions). Hennepin

- Topography Structure(s) Utilities Contractor County

- 9) Has a 6' maintenance access route (MAR) been maintained? Yes No
- 10) Are push buttons situated at least 2' away from both the back of walk and ramp grade break? Yes No
- 11) Are all newly constructed hand-hole(s) located outside of pedestrian access route (PAR)? Yes No
- 12) Push buttons placed according to the plan details? Yes No

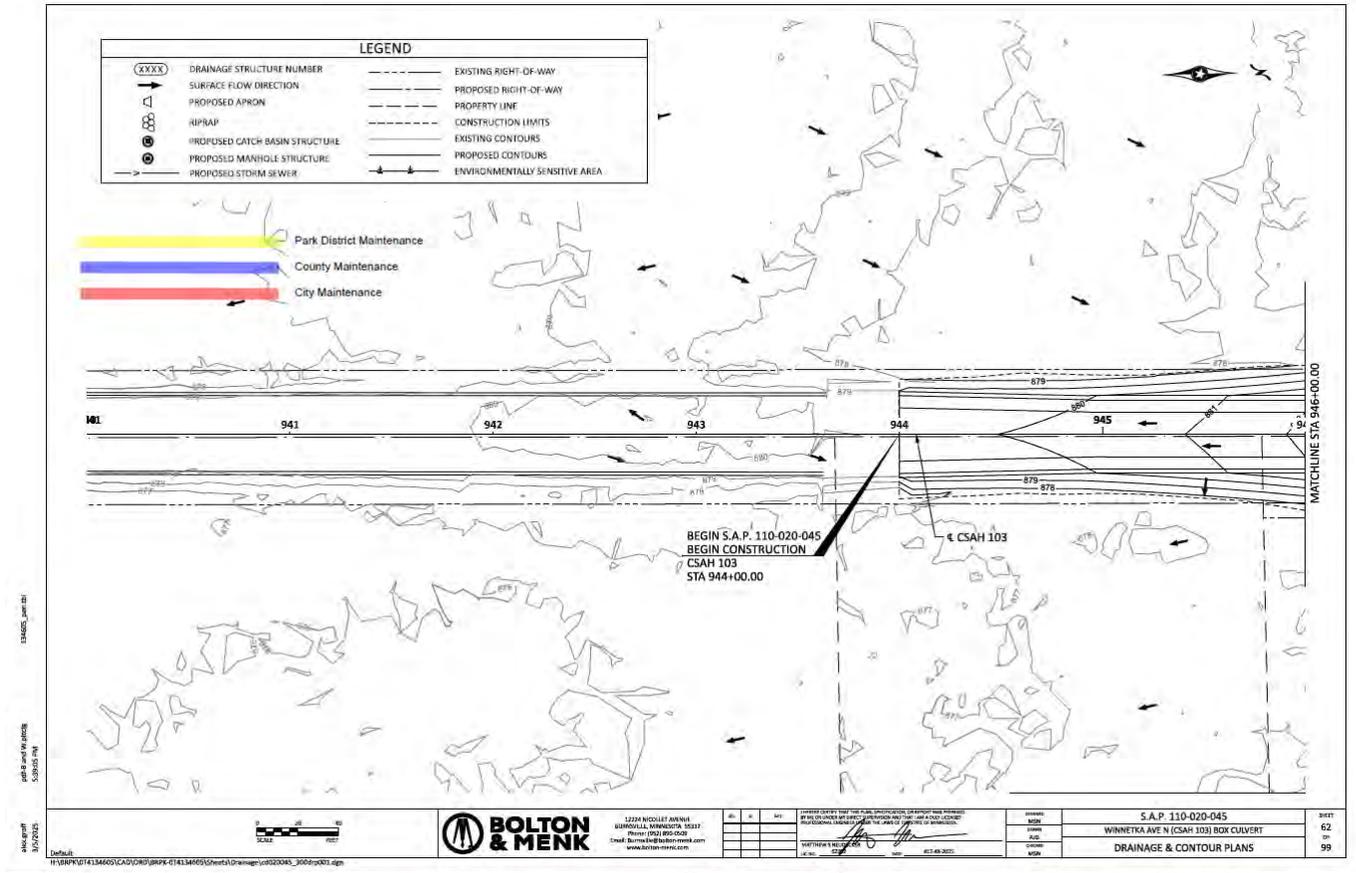
If no, please describe/explain:

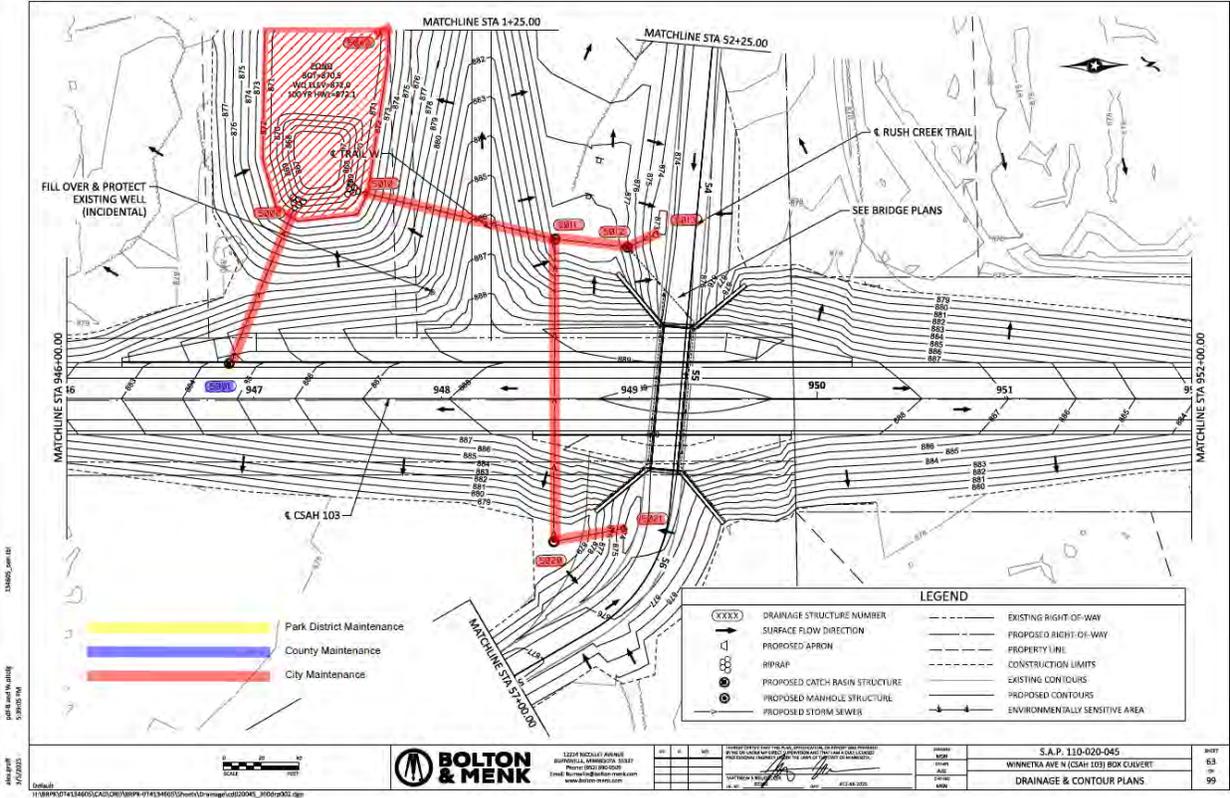
Printed Name: Date (mm/dd/yyyy):

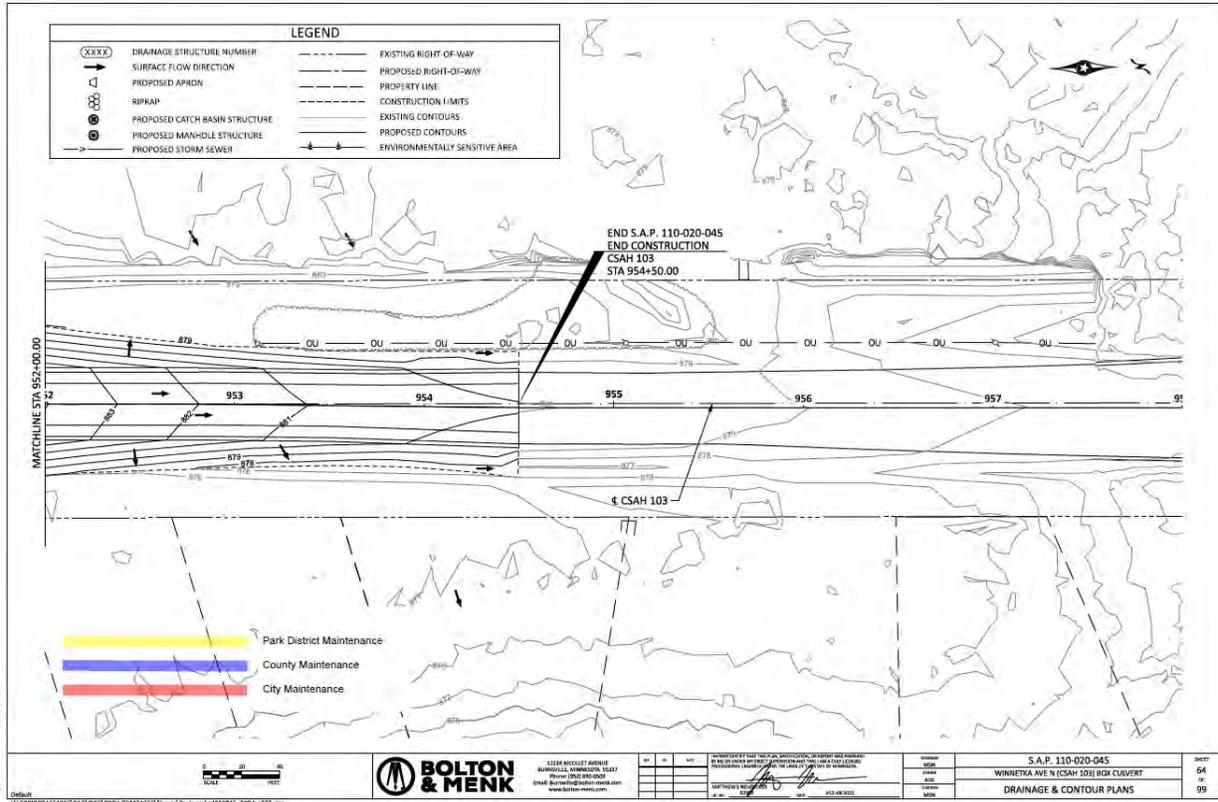
I certify that the information entered on this form is accurate to the best of my knowledge and that I fully understand the checklist standards and am qualified to carry out the inspection.

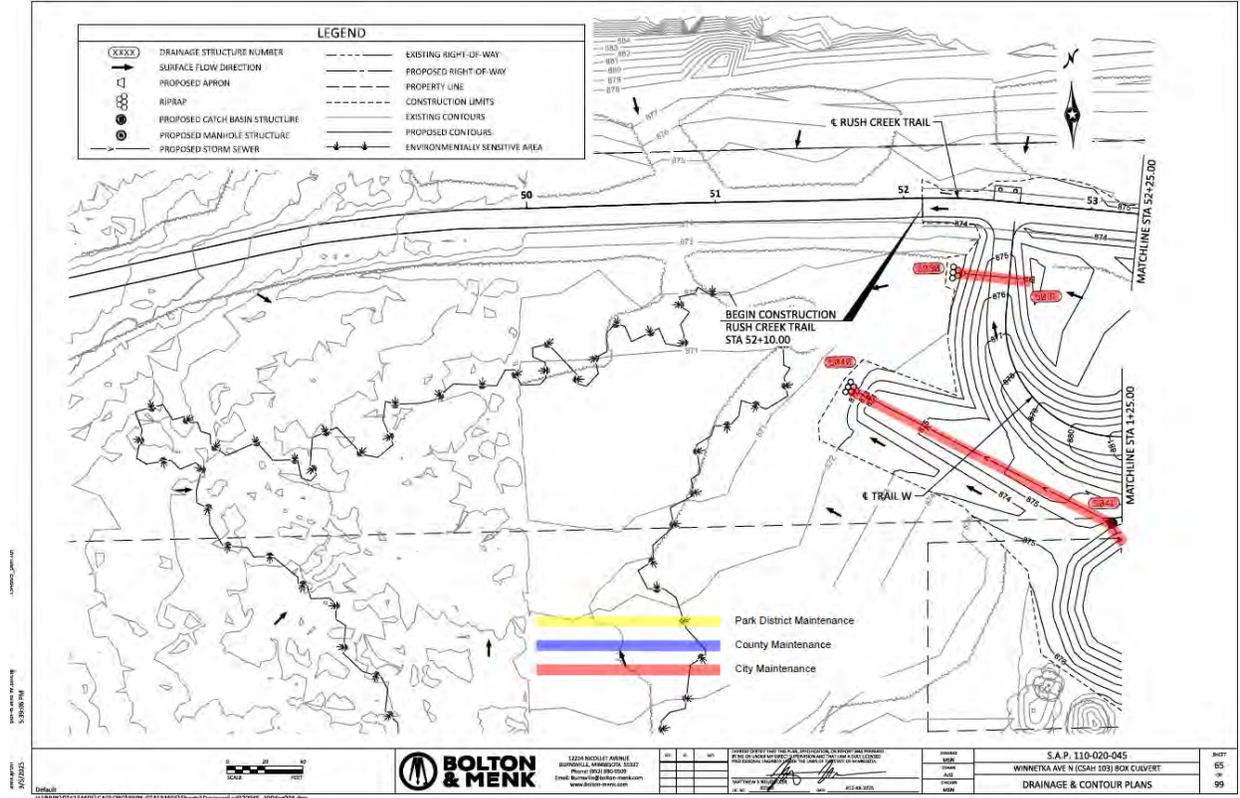
FILL OUT FORM AND SUBMIT TO HENNEPIN COUNTY

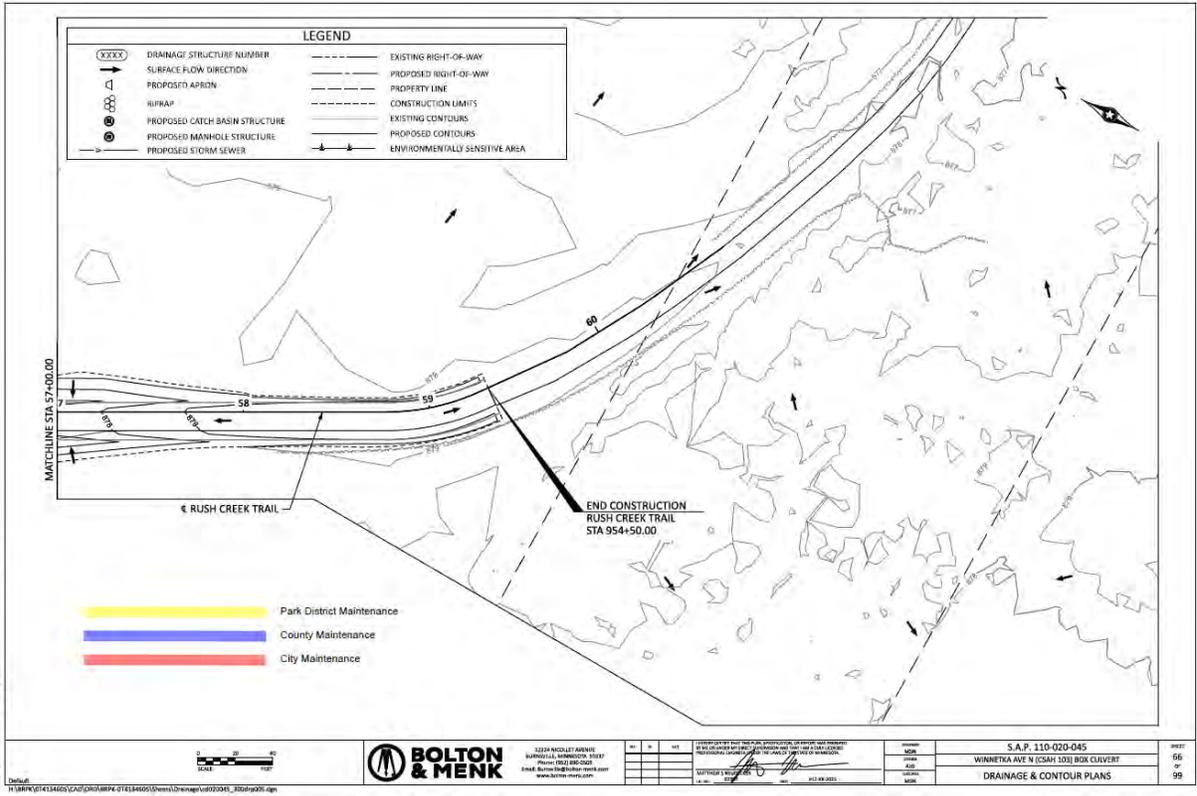
EXHIBIT C Drainage Ownership and Maintenance Responsibilities

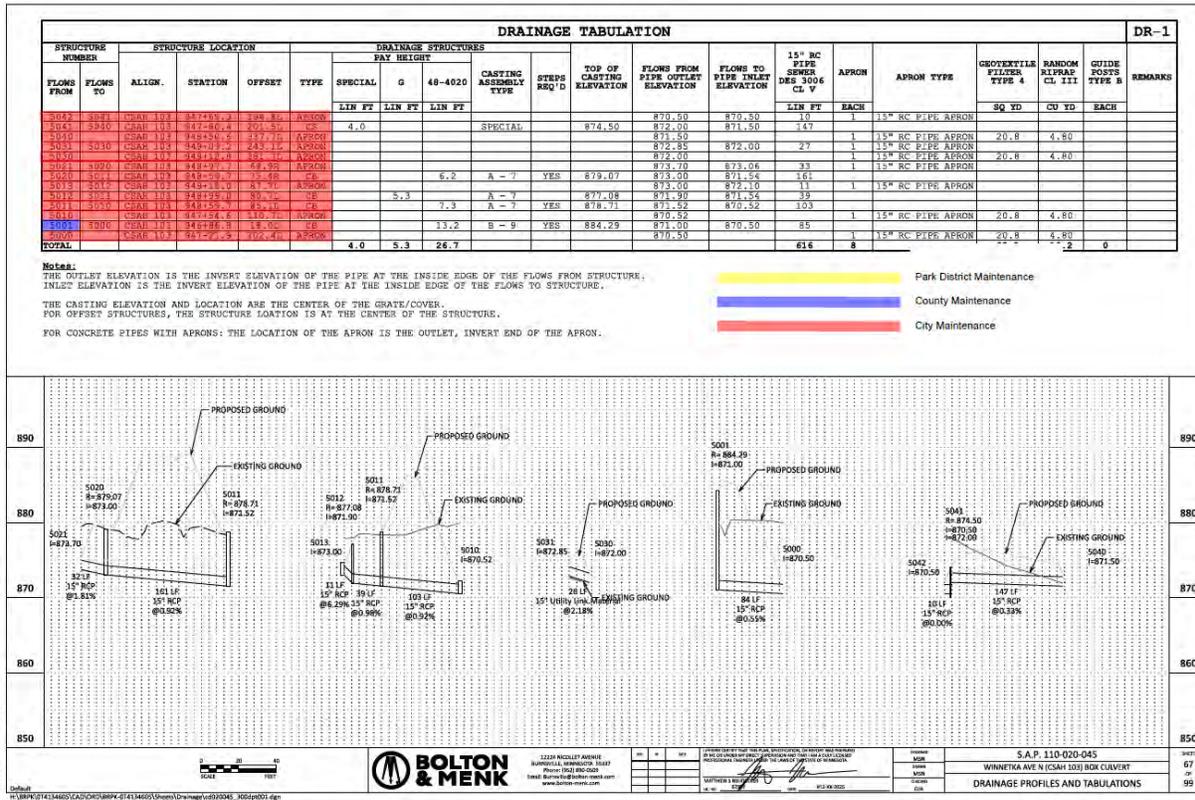












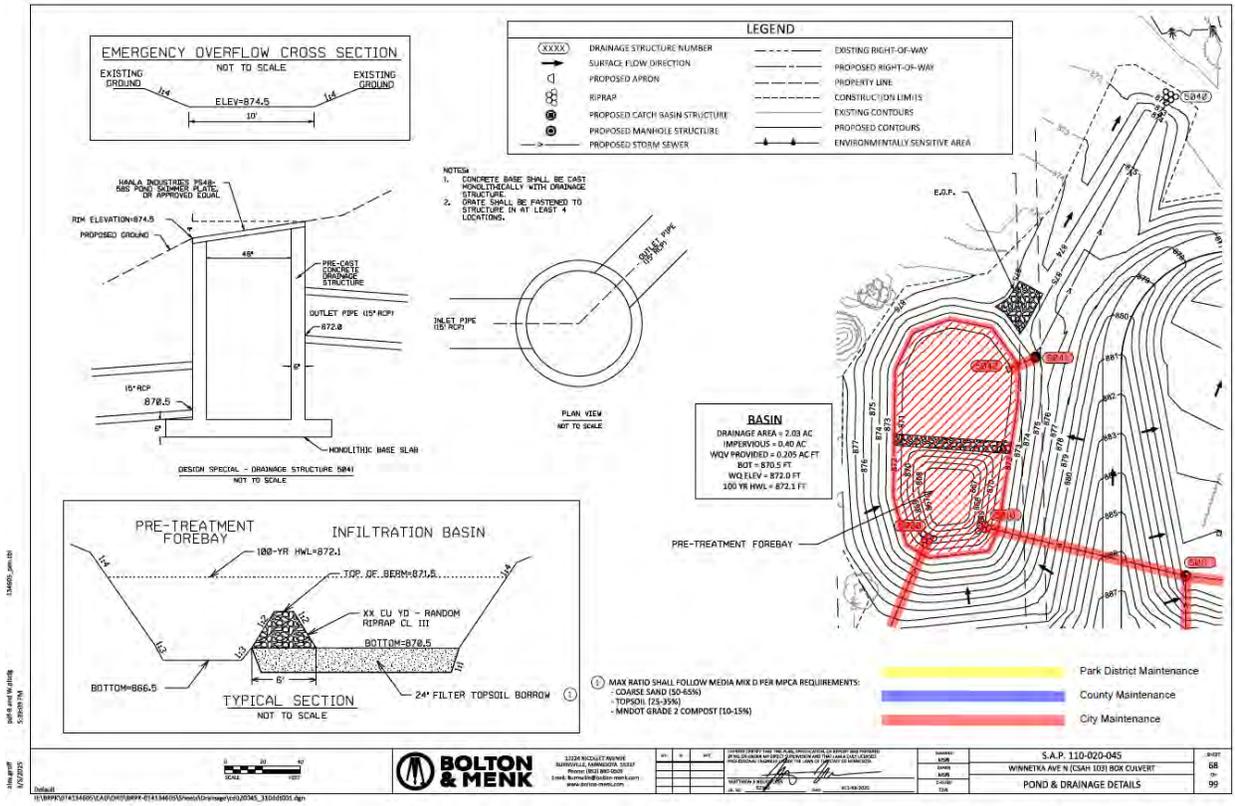
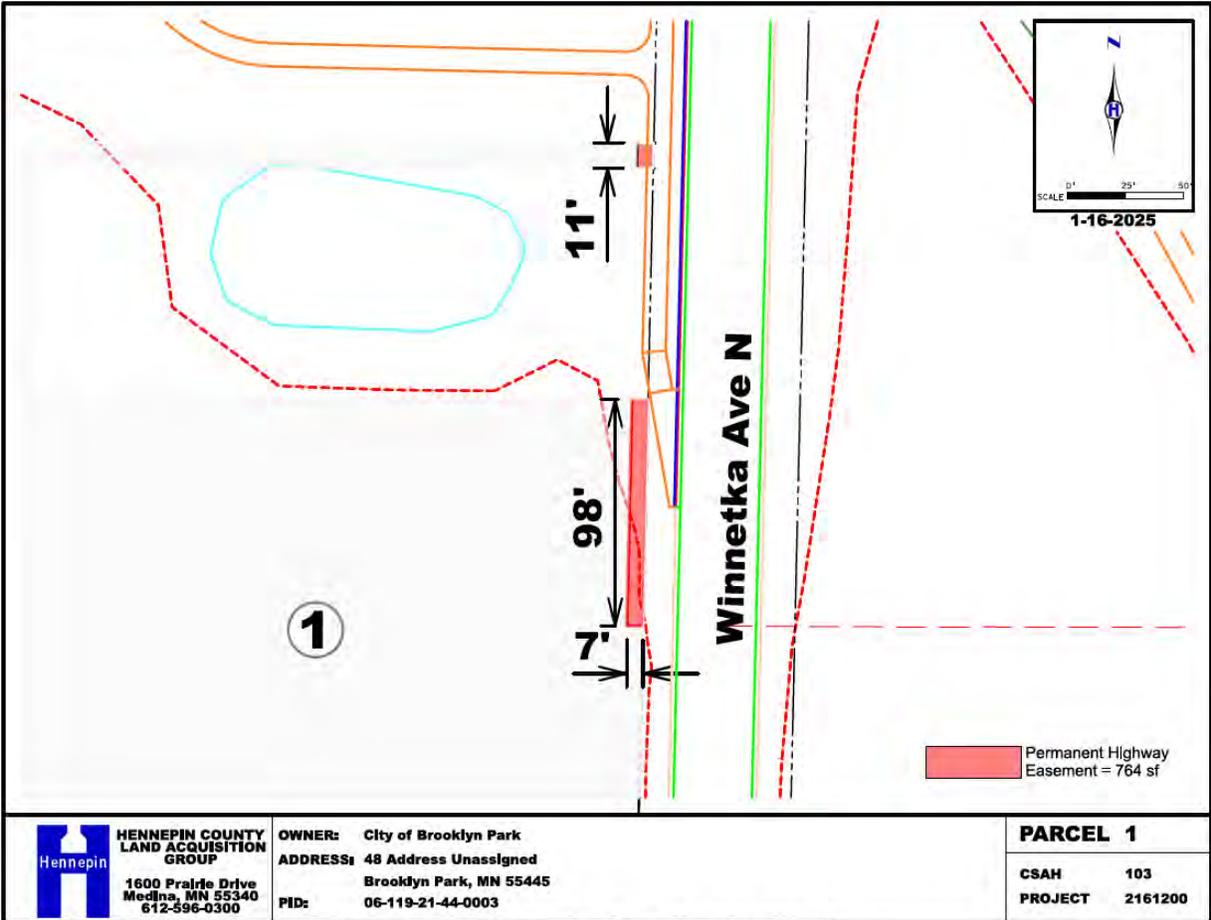
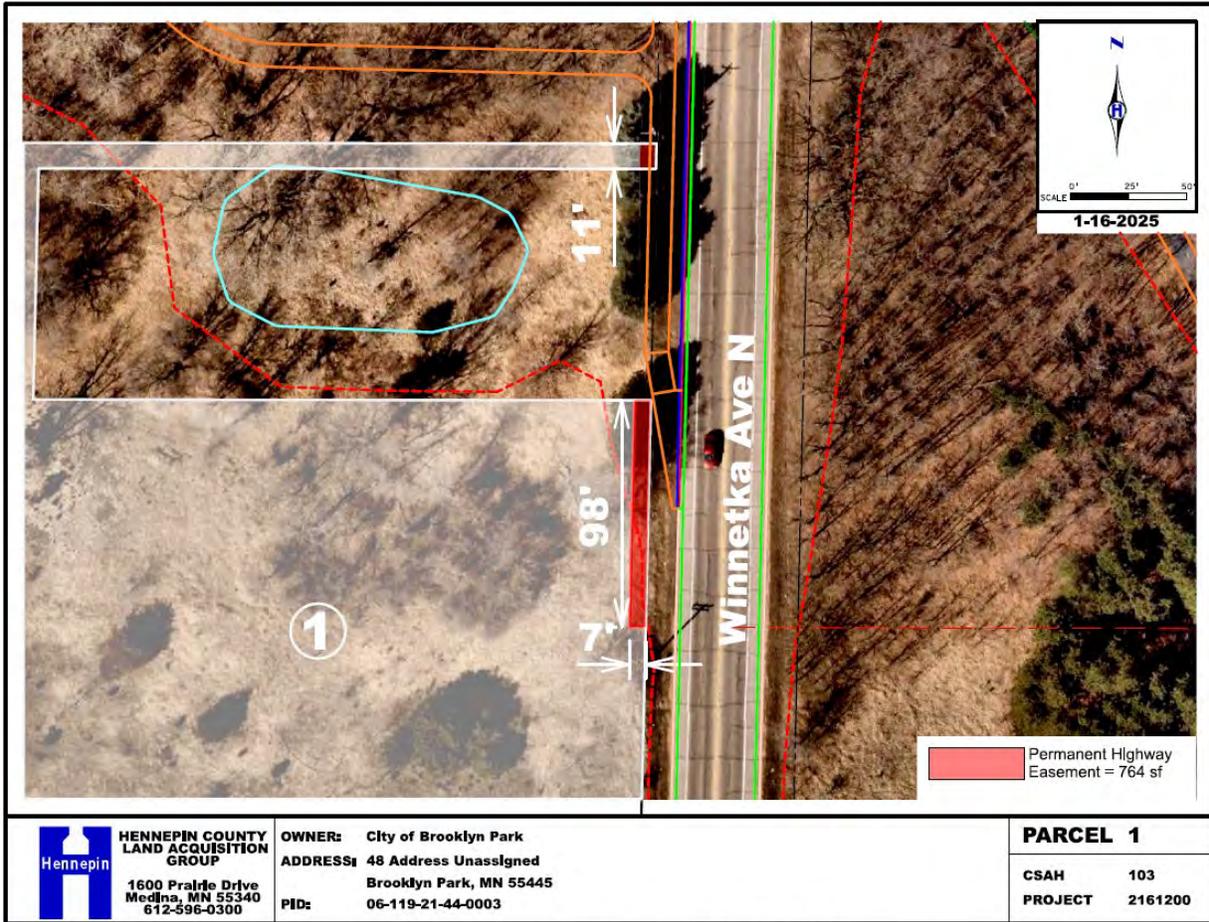


EXHIBIT E
Right of Way Parcel Exhibits and Legal Descriptions



Parcel 1 Closeup ROTJ001 1/21/2025 C:\Users\ROTJ001\Hennepin County\Hennepin County Transportation Design - HC\Projects\103.2161200\LAC\c-620045.000_rmap.dgn



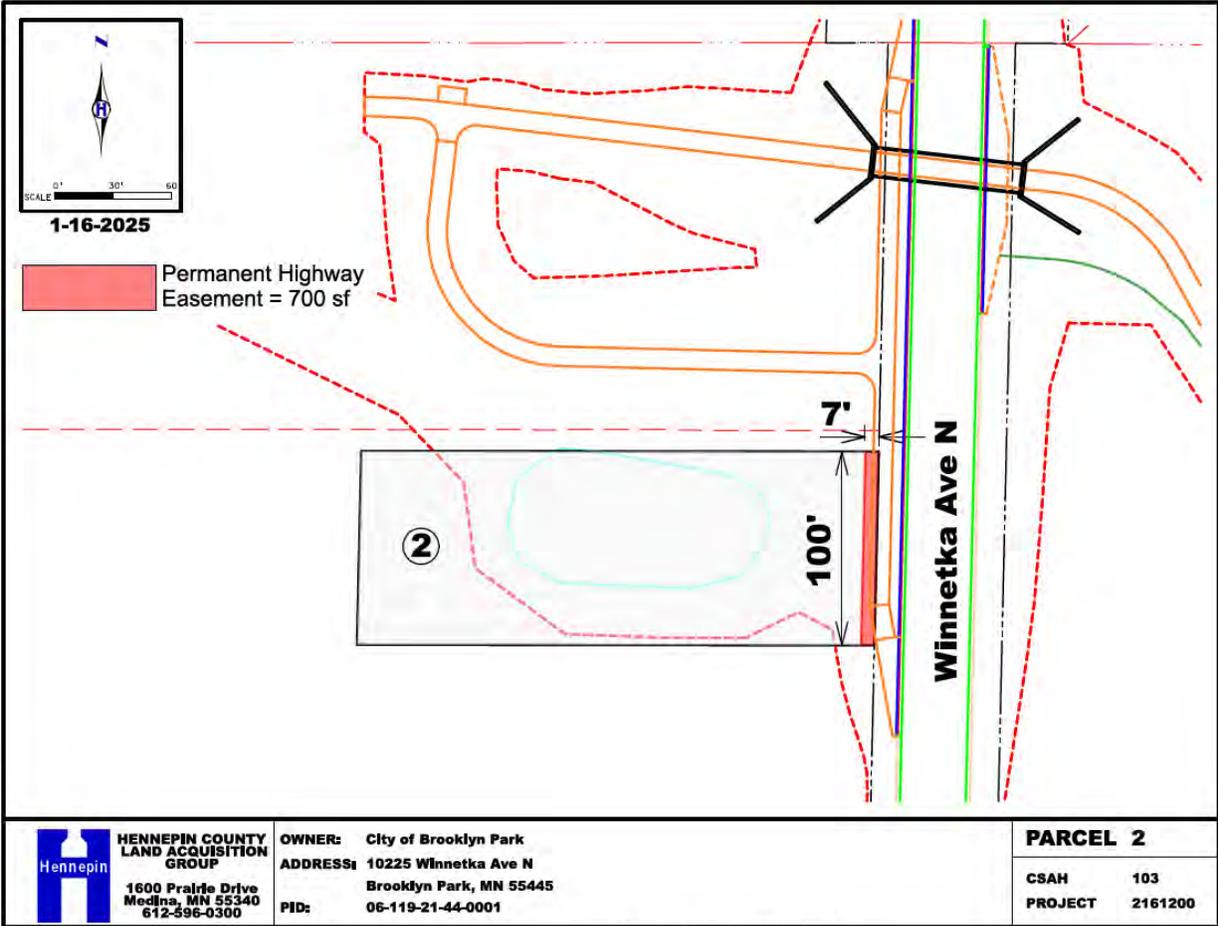
Parcel11 Closeup R07J001 1/21/2025 C:\Users\R07J001\Hennepin County\Hennepin County Transportation Design - H\Projects\103.2161200\LA0\c\20045.000_wmap.pdf

Parcel No. 1 (CSAH 103, Project No. 2161200)
 Abstract Property

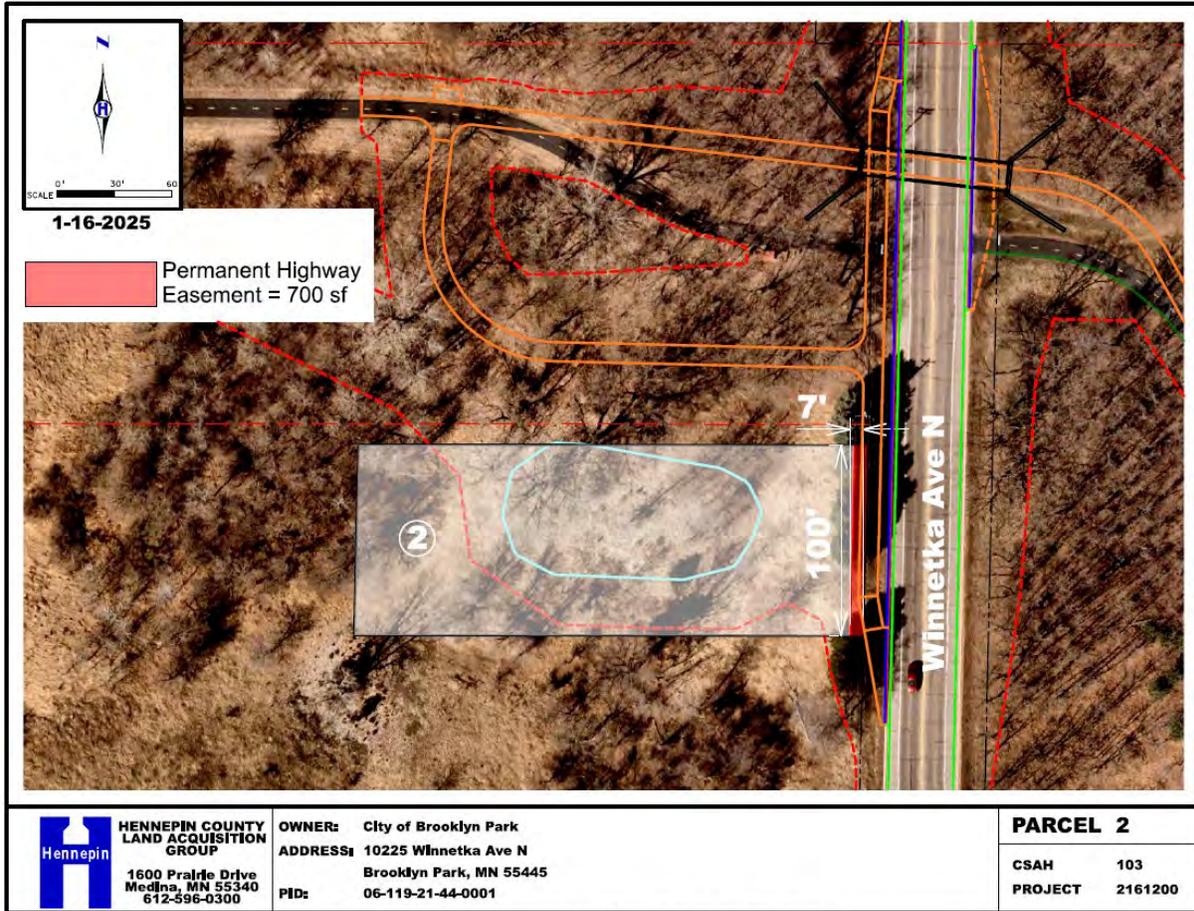
Page 1 of 1
 PID No. 06-119-21-44-0003

A permanent easement for highway purposes over the westerly 7.00 feet of the easterly 40.00 feet of the northerly 209.00 feet of the following described tract:

The south 1,111.00 feet of the Southeast Quarter of the Southeast Quarter of Section 6, Township 119, Range 21, except the north 100.00 feet of the south 1,100.00 feet of the east 300.00 feet thereof.



Parcel 2 ROTJ081 1/21/2025 C:\Users\ROTJ081\Hennepin County\Hennepin County Transportation Design - IE\Projects\103.2161200\LAC\06-119-21-44-0001\winnetka



Parcel 2 ROTJ001 1/21/2025 G:\Users\ROTJ001\Hennepin County\Hennepin County Transportation Design - HE\Projects\03_2161200\LAND\06-119-21-44-0001.mxd

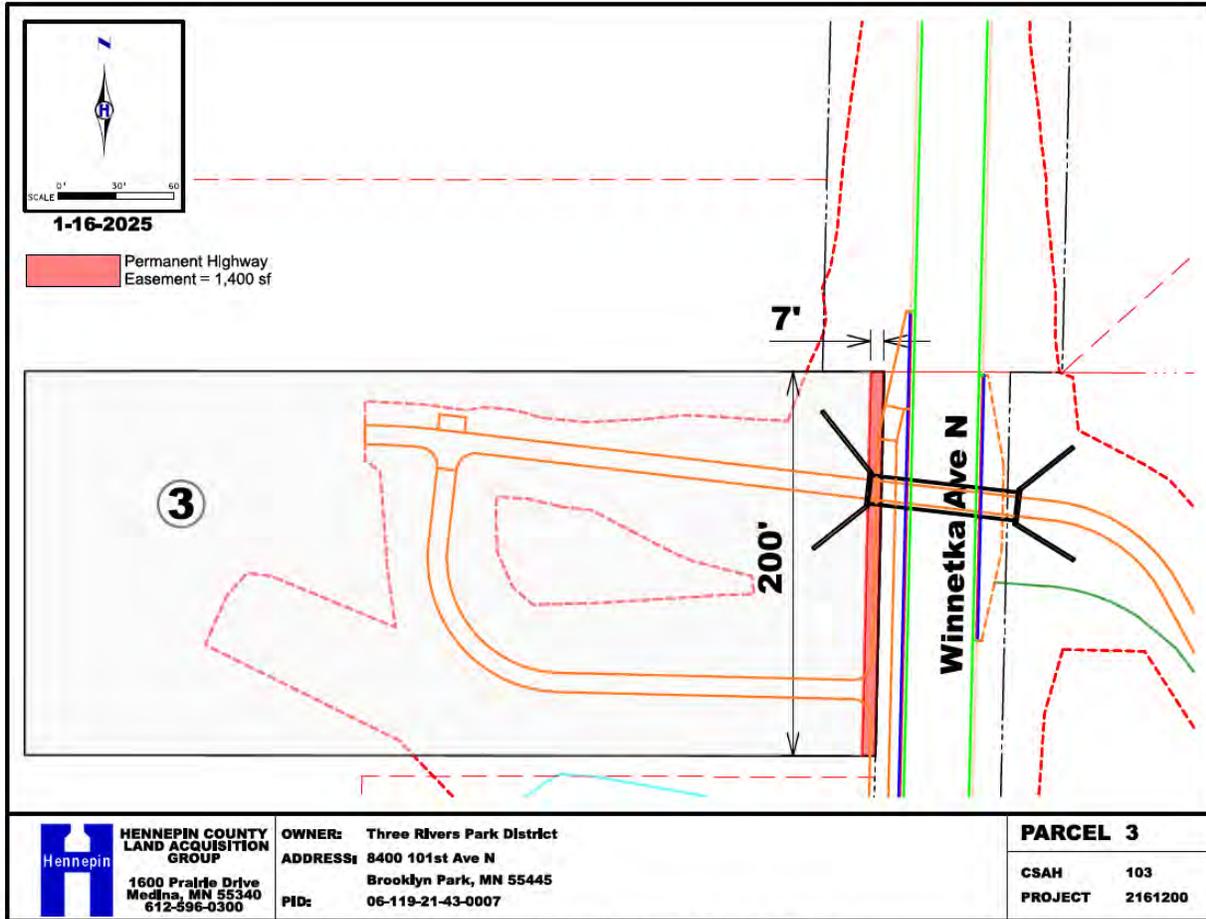
Parcel No. 2 (CSAH 103, Project No. 2161200)
 Abstract Property

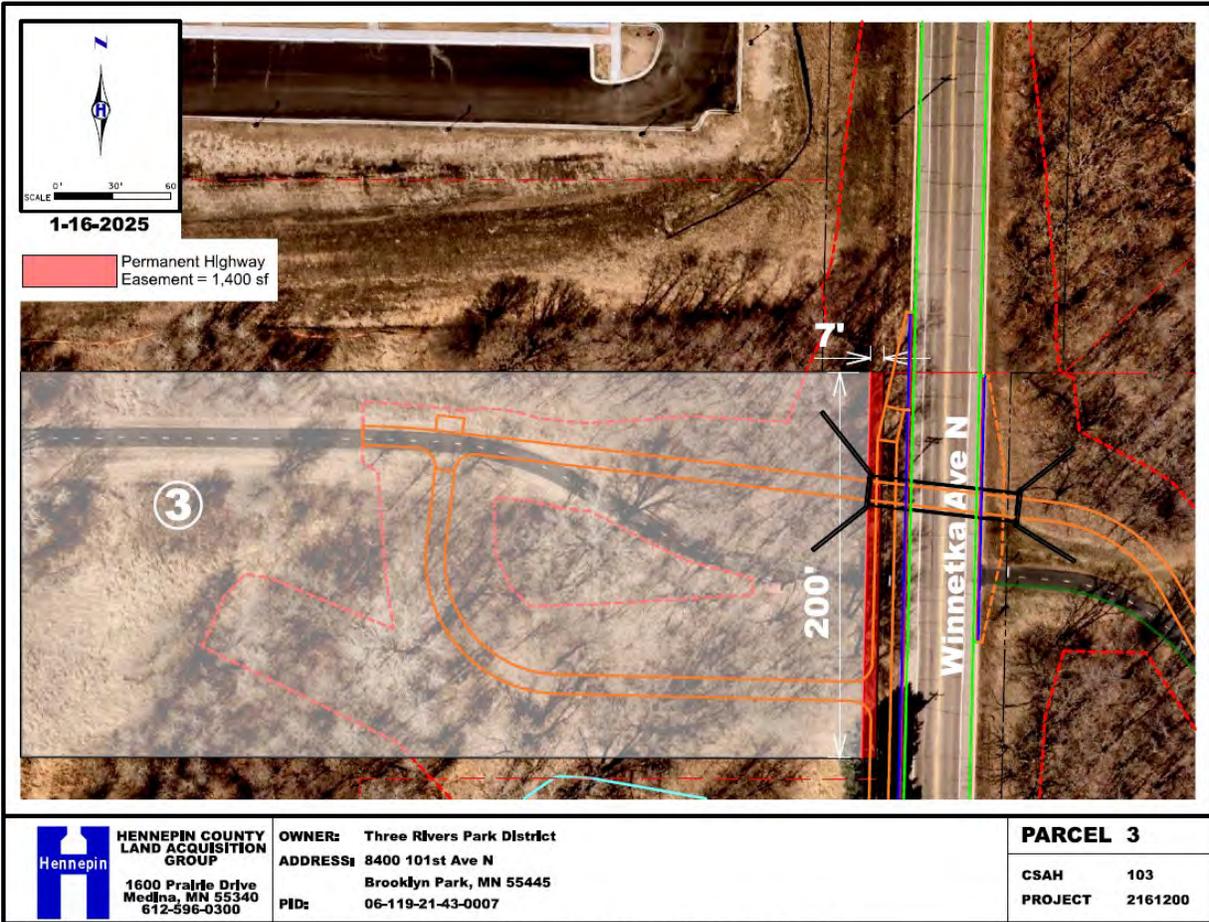
Page 1 of 1
 PID No. 06-119-21-44-0001

A permanent easement for highway purposes over the westerly 7.00 feet of the easterly 40.00 feet of the following described tract:

That part of the Southeast Quarter of the Southeast Quarter of Section 6, Township 119 North, Range 21, west of the 5th Principal Meridian, described as follows:

Commencing at the southeast corner thereof and proceeding thence north on the east line for a distance of 1000 feet to the point of beginning of the tract to be described herein; and proceeding thence west and parallel to the south line thereof for a distance of 300 feet; and proceeding thence north and parallel to said east line for a distance of 100 feet; and proceeding thence east and parallel to said south line to said east line; and proceeding thence south on said east line to the point of beginning.





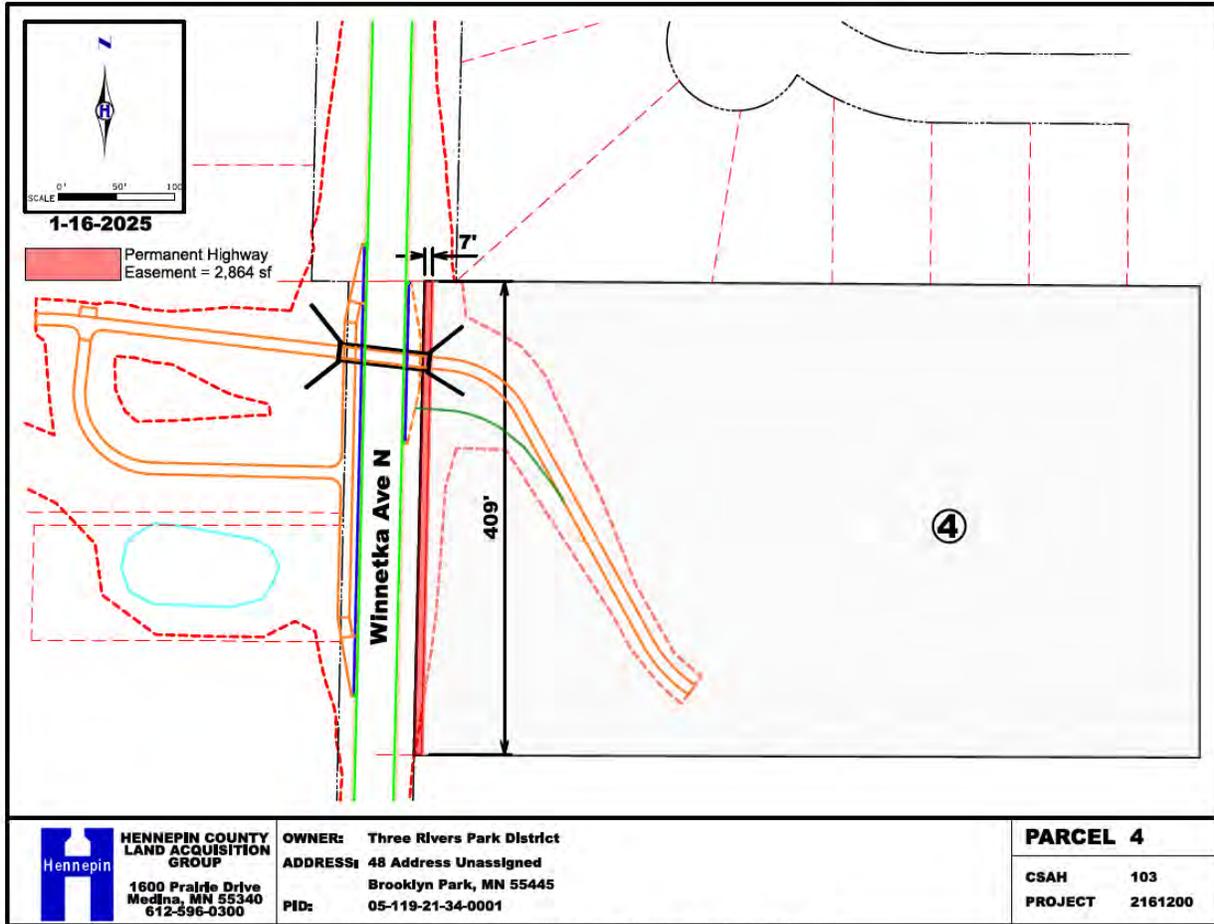
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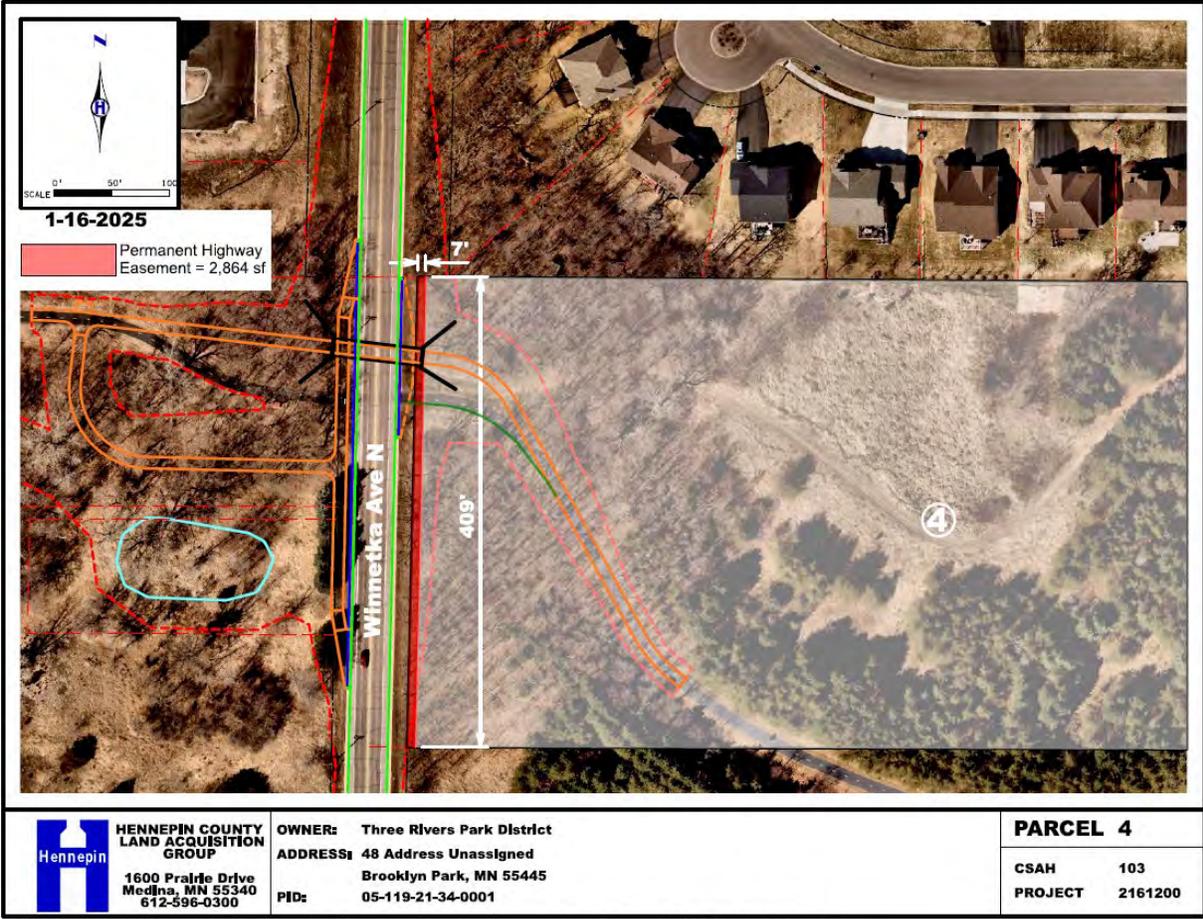
Parcel No. 3 (CSAH 103, Project No. 2161200)
 Abstract Property

Page 1 of 1
 PID No. 06-119-21-43-0007

A permanent easement for highway purposes over the westerly 7.00 feet of the easterly 40.00 feet of the following described tract:

That part of the Southeast Quarter of the Southeast Quarter of Section 6, Township 119, Range 21, lying north of the south 1,111.00 feet thereof.





Parcel 4 ROTJ001 1/21/2025 C:\Users\ROTJ001\Hennepin County\Hennepin County Transportation Design - H\Projects\103_2161200\LA\01-220045_000_hmap.dgn

Parcel No. 4 (CSAH 103, Project No. 2161200) Page 1 of 1
 Abstract Property PID No. 05-119-21-34-0001

A permanent easement for highway purposes over the easterly 7.00 feet of the westerly 40.00 feet of the following described tract:

All that part of the South Half of the Southwest Quarter of Section 5, Township 119, Range 21, lying north of the south 902.50 feet thereof.

City of Brooklyn Park Request for Council Action

Agenda Item:	4.10	Meeting Date:	May 27, 2025
Agenda Section:	Consent	Originating Department:	Operations and Maintenance Engineering Services Division
Resolution:	X	Prepared By:	Marc Culver, P.E., City Engineer
Ordinance:	N/A		
Attachments:	2	Presented By:	Marc Culver, P.E., City Engineer
Item:	Accept Bids and Award Contract for Rush Creek Regional Trail Underpass at CSAH 103 Project, CIP 4056-25		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2025-_____, ACCEPTING BIDS AND AWARDING CONTRACT IN THE AMOUNT OF \$1,610,338.33 TO VEIT & COMPANY, INC. OF ROGERS, MINNESOTA FOR RUSH CREEK REGIONAL TRAIL UNDERPASS AT CSAH 103 PROJECT CIP 4056-25

Overview:

The City has been working with Three Rivers Park District and Hennepin County over the past decade in an effort to construct a grade separation of the Rush Creek Regional Trail (RCRT) at Winnetka Ave (CSAH 103) consistent with the RCRT junctions at Noble Parkway, Zane Avenue/Douglas Drive, and the recently completed underpasses at Xylon Avenue and West River Road. The three agencies have been attempting to find funding for this project during that period. Last year, the City came to terms with Three Rivers Park District and Hennepin County on a funding split to finally construct this important project. A Cooperative Construction Agreement between the three parties is also being presented to Council for approval this evening.

This project will adjust the vertical alignment of CSAH 103 to provide vertical clearance for a box culvert underpass, will construct a widened section of CSAH 103 to be consistent with and tie into future improvements of CSAH 103 which will occur with the BLE Light Rail project, as well as construct trails along CSAH 103 that will tie into the regional trail.

Bids were opened on May 16, 2025, with seven bids received. Bids ranged from \$1,610,338.33 to a high of \$3,087,854.04. The lowest responsible bidder is Viet & Company, Inc. in the amount of \$1,610,338.33. The 2025-2029 Capital Improvement Plan includes \$2,400,000. for this project.

Received Bids:

Contractor	Bid Amount
Veit & Company, Inc	\$1,610,338.33
New Look Contracting, Inc.	\$1,772,100.40
Minger Construction Company, Inc.	\$1,891,303.03
Park Construction Company	\$1,914,368.57
Northwest	\$1,967,891.00
RL Larson Excavating, Inc.	\$2,198,110.65
Urban Companies	\$3,087,854.04
Engineers Estimate	\$2,474,541.26

Council has previously approved a consultant services agreement for the design of this project as well as an easement vacation and subsequent land swap with Target to facilitate the construction of this improvement.

Staff recommends the City Council award the contract to Veit & Company, Inc.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues:

Based on the Cooperative Construction Agreement, also on this Council agenda for approval, Hennepin County will contribute \$500,000 to this project and Three Rivers Park District will contribute one third of the overall project cost up to \$750,000. Total project costs are estimated to be approximately \$2,400,000 with final construction, consultant fees, and other project costs, resulting in an estimated cost to the City of \$1,150,000 which will be funded through the Special Assessment Construction Fund. This project is scheduled for a 2025 completion.

Attachments:

4.10A RESOLUTION

4.10B PROJECT LAYOUT

RESOLUTION #2025-

RESOLUTION ACCEPTING BIDS AND AWARDING CONTRACT IN THE
AMOUNT OF \$1,610,338.33 TO VEIT & COMPANY, INC. OF ROGERS, MINNESOTA FOR RUSH CREEK
REGIONAL TRAIL UNDERPASS AT CSAH 103 PROJECT CIP 4056-25

WHEREAS, the City Engineer has prepared plans and specifications for the following improvements to
wit:

CIP 4056-25: Rush Creek Regional Trail Underpass at CSAH 103 Project

and;

Bids were received, opened, and tabulated according to law and the following bids were received complying with
the advertisement:

<u>BIDDER</u>	<u>TOTAL AMOUNT OF BID</u>
Veit & Company, Inc	\$1,610,338.33
New Look Contracting, Inc.	\$1,772,100.40
Minger Construction Company, Inc.	\$1,891,303.03
Park Construction Company	\$1,914,368.57
Northwest	\$1,967,891.00
RL Larson Excavating, Inc.	\$2,198,110.65
Urban Companies	\$3,087,854.04
Engineer's Estimate	\$2,474,541.26

and;

WHEREAS, the City Manager recommends award of contract to Veit & Company, Inc. of Rogers, MN as
the lowest responsible bidder.

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

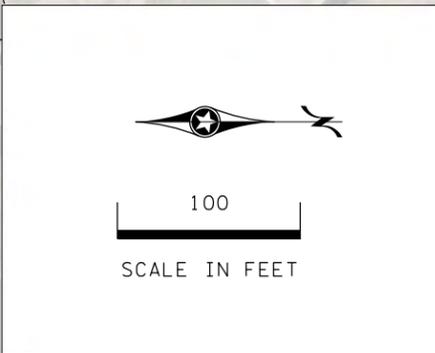
1. The Mayor and Manager are hereby authorized and directed to enter into a contract with Veit & Company, Inc. of Rogers, MN in the name of the City of Brooklyn Park for the improvements aforesaid according to the plans and specifications thereof approved by the Council and on file in the office of the Clerk.

LEGEND

-  EXISTING PAVEMENT
-  RAISED CONC. MEDIAN, CURB & GUTTER, WALK
-  PROPOSED TRAIL
-  BOULEVARD/GRASS AREA
-  EXISTING TRAIL
-  PARCEL LINES
-  EXISTING RIGHT OF WAY
-  STORM PIPE
-  DRAIN TILE
-  CONSTRUCTION LIMITS
-  BRE PROPOSED R/W
-  PROPOSED ROADWAY R/W ON TRPD PROPERTY



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FINAL CONCEPT

WINNETKA AVE N (CSAH 103) BOX CULVERT



City of Brooklyn Park Request for Council Action

Agenda Item:	5.1	Meeting Date:	May 27, 2025
Agenda Section:	Public Hearings	Originating Department:	Administration
Resolution:	N/A	Prepared By:	Devin Montero, City Clerk
Ordinance:	FIRST READING		
Attachments:	1	Presented By:	Dennis Secara, Charter Commission Chair
Item:	Public Hearing 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 FIRST READING AN ORDINANCE AMENDING CHAPTER 2, SECTION 2.06 AND CHAPTER 4, SECTION 4.03, OF THE HOME RULE CITY CHARTER.

The effect of this motion will be to set the public hearing to discuss changes to the City Charter. The proposed ordinances must be published in the official newspaper two weeks before the public hearings can be held.

Overview:

At the April 7 Council Work Session, Charter Commission Chair Secara and Vice Chair Bor provided the Council with an overview of past special election vacancy lengths and introduced proposed amendments related to vacancy lengths and special primary elections.

One amendment would modify the timeline for declaring a vacancy and calling a special election. Under the current city charter, the council has 45 days to call a special election after declaring a vacancy. The proposed change would allow the council to declare a vacancy and call for the special election during the same meeting, streamlining the process.

Another proposed amendment addresses special primary elections. It would allow a candidate who receives more than 50% of the vote in the primary to be declared the winner, eliminating the need for a subsequent special election. This change could result in cost savings. If no candidate receives over 50% of the vote, the top two candidates would advance to a special election.

The Council reached a consensus to move forward with the proposed amendments.

At its April 9 meeting, the Charter Commission reviewed the Council presentation and discussed the feedback received. The Commissioners voted unanimously to submit the proposed ordinance amendments to Sections 2.06 and 4.03 to the council for consideration.

Primary Issues/Alternatives to Consider:

The following is a routine timetable:

April 28	Council set the public hearing
May 8	Public Hearing Notice and text of proposed ordinance is published
May 27	Public hearing and First Reading of Ordinance Held
June 9	Second Reading of Ordinance Held

June 19 Ordinance Published in Newspaper
September 16 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:

5.1A ORDINANCE

ORDINANCE #2025-

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 15 days notice shall be given by the Clerk of the time and places of holding such election, and of the officers to be elected, by posting a notice thereof in at least one public place in each district where the election is held, and by publishing a notice thereof on the city website and at least once in the official newspaper of the city. Uncontrollable circumstances causing failure to give such notice shall not invalidate such election. This section does not apply to any special election held in 2022 to fill the vacancy in the office of council member for the East District.

If a primary election is required in connection with a special municipal election needed to fill a vacancy in the office of Council member or Mayor pursuant to Section 2.06, a candidate who receives more than 50% of the votes cast at the primary election shall be declared the winner. If no candidate receives more than 50% of the votes cast at the primary election, the two candidates receiving the most votes shall advance to a special municipal election pursuant to Section 2.06 and the applicable provisions of Minnesota election law.