Monday, November 24, 2025
6:00 p.m.

Brooklyn Park Council Chambers
5200 85th Avenue North

REGULAR CITY COUNCIL MEETING – AGENDA #44

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

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

I. ORGANIZATIONAL BUSINESS

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

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

2A. RESPONSE TO PRIOR PUBLIC COMMENT

2B. PUBLIC COMMENT

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

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

- **3B.1** Proclamation Proclaiming November 24, 2025, as “Emily R. Juaire Day” in the City of Brooklyn Park
  - **A.** PROCLAMATION
- **3B.2** Mayor’s Proclamation of November 29, 2025, as “Small Business Saturday” in the City of Brooklyn Park
  - **A.** PROCLAMATION
- **3B.3** Interview Applicants for the Northwest Suburbs Cable Communications Commission
  - **A.** VOTING FORM
- **3B.4** Presentation on Crest View School Rebuild
- **3B.5** 2025 Resident Survey Results
  - **A.** 2025 RESIDENT SURVEY RESULTS
- **3B.6** Budget Advisory Commission Annual Verbal Report

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** Approve a Tobacco License for Tira Roberts dba Smoke Shop @63rd, Located at 6284 Boone Avenue North, Brooklyn Park, MN 55428
- **4.2** Financial Services & Advisor Contract Amendment
  - **A.** 2026 EHLERS CONTRACT AMENDMENT
- **4.3** Set Public Hearing Date for January 5, 2026, to Consider the Recommendation of the Brooklyn Park Charter Commission to Amend Chapter 4, Section 4.07 And Chapter 6, Sections 6.04 and 6.12
  - **A.** PUBLIC HEARING NOTICE
- **4.4** Approve the Master Services Agreement with OpenGov for Professional Services for Asset Management

A. RESOLUTION
B. MASTER SERVICES AREEMENT

4.5 Approve Purchase of Poles and Mast Arms for the Reconstruction of the Traffic Signal at the 109th Ave / Highway 169 Intersection from Millerbernd Manufacturing Company; CIP 4014
A. RESOLUTION
B. LOCATION MAP
C. PRICE QUOTE

4.6 Accept Community Policing Development Grant Supporting Agencies Seeking Accreditation
A. RESOLUTION
B. AWARD PACKAGE

4.7 Approval of State of Minnesota Joint Powers Agreement and Court Data Services Subscriber Addendum with the City of Brooklyn Park Police Department on Behalf of Its Prosecuting Attorney and Police Department
A. RESOLUTION
B. STATE OF MINNESOTA JOINT POWERS AGREEMENT CRIMINAL JUSTICE AGENCY
C. COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

4.8 Joint Powers Agreement with the Bureau of Criminal Apprehension
A. JOINT POWERS AGREEMENT

4.9 Adopt Resolution for Levying a Special Assessment Under Minnesota Statue 429.061 for Delinquent Utility Charges for one Utility Billing Account to be Paid in Three Annual Installments
A. RESOLUTION

4.10 DEV25-119 Irtiqa' Learning Center – Conditional Use Permit for a School Located at 2100 93rd Way N
A. RESOLUTION
B. LOCATION MAP
C. APPLICANT'S SUBMITTAL
D. PC MINUTES
E. 2017 APPROVED SITE PLAN

4.11 Crest View New School – An Application by Wold Architects and Engineers for Site Plan Review at 8600 Zane Ave N for the Construction of a New School
A. RESOLUTION
B. LOCATION MAP
C. PC MINUTES
D. PLAN SET

4.12 1741 Kwik Trip – Zoning Text Amendment, Conditional Use Permit, and Site Plan Requests, #25-104 for a fuel station on a property zoned Transit Oriented Development – Employment (TOD-E) with a Planned Development Overlay
A. ORDINANCE
B. CONDITIONAL USE PERMIT RESOLUTION
C. DRAFT SITE PLAN REVIEW RESOLUTION
D. LOCATION MAP
E. PREVIOUS APPROVALS
F. PC MINUTES
G. PLAN SET

4.13 Approving the Issuance of a Lawful Gambling Premises Permit for Champlin Park Takedown Club at Heavy Rotation Co. Corp., 9801 Xenia Avenue North #105, Brooklyn Park
A. RESOLUTION

4.14 Authorize a Grant Submittal to the United States Environmental Protection Agency for a Drinking Water Resiliency and Security Project
A. RESOLUTION
B. GRANT APPLICATION

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 Solicit Testimony and Approve the Currency Exchange License Renewal for SJB Enterprises Inc. dba Your Exchange, Located at 7646 Brooklyn Boulevard North

A. SJB ENTERPRISES RENEWAL LETTER

5.2 First Reading of an Ordinance and Fee Resolution Establishing River Walk Estates Homeowners' Association Inc. Housing Improvement Area
- A. ORDINANCE
- B. RIVER WALK ESTATES DRAFT FEE RESOLUTION *(TO BE CONSIDERED AT EDA)*
- C. LOCATION MAP
- D. RIVER WALK ESTATES HOA APPLICATION
- E. HIA PUBLIC HEARING NOTICE
- F. BROOKLYN PARK HIA POLICY

5.3 Public Hearing and Approving City Code Appendix Fee Resolution Table Amendments to Recycling Utility Service Charges and Water Utility Service Charges 026 Recycling and Utility Rate Public Hearing
- A. RESOLUTION – AMENDING RECYCLING UTILITY SERVICE CHARGES
- B. RESOLUTION – AMENDING WATER UTILITY SERVICE RATES AND CHARGES

6. LAND USE ACTIONS

6.1 Consider Adoption of Resolution Granting Preliminary Authorization for the Issuance of Conduit Revenue to Enable Proposed 275-Unit Affordable Housing Development by Roers Companies at 6716 85th Avenue North
- A. RESOLUTION
- B. ROERS COMPANIES PROJECT PROPOSAL
- C. ROERS PRESENTATION (PROJECT DETAILS)
- D. CITY OF BROOKLYN PARK CONDUIT DEBT FINANCING POLICY

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

8.1 Disparity in Purchasing Program

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:**	November 24, 2025
Agenda Section:	Public Presentations/ Proclamations/Receipt of General Communications	**Originating Department:**	Administration
Resolution:	N/A		
Ordinance:	N/A	**Prepared By:**	Devin Montero, City Clerk
Attachments:	1	**Presented By:**	Mayor Hollies Winston
Item:	Proclamation Proclaiming November 24, 2025, as “Emily R. Juaire Day” in the City of Brooklyn Park		

City Manager’s Proposed Action:

The Mayor shall proclaim November 24, 2025, as “Emily R. Juaire Day” in the City of Brooklyn Park by one of the following:

1. “I, Hollies Winston, Mayor of the City of Brooklyn Park, Minnesota, proclaim November 24, 2025, as “Emily R. Juaire Day” in the City of Brooklyn Park OR

2. By reading the proclamation.

Overview:

Emily Juaire, Student Assistance Counselor at Park Center Senior High School, has dedicated over a decade to supporting the students and families of the school community. She embodies the true spirit of care, compassion, and unwavering commitment to the well-being of others. Through her work, Emily exemplifies the highest ideals of public service, demonstrating the profound impact one individual can have when they lead with heart, purpose, and empathy.

Primary Issues/Alternatives to Consider:

Council Member Page requested this proclamation to recognize Emily R. Juaire for her extraordinary contributions to our youth, schools and community.

Budgetary/Fiscal Issues: N/A

Attachments:

3B.1A PROCLAMATION

PROCLAMATION

PROCLAIMING NOVEMBER 24, 2025, AS "EMILY R. JUAIRE DAY" IN THE CITY OF BROOKLYN PARK, MINNESOTA

WHEREAS, Emily Juaire has devoted more than a decade of her life to serving the students and families of Park Center Senior High, embodying the true spirit of care, compassion, and commitment to the well-being of others; and

WHEREAS, Emily's journey began with a deeply personal mission—rooted in her own experiences as a high school student—to ensure that every young person feels seen, valued, and supported; and

WHEREAS, as Park Center's Student Assistance Counselor, Homeless Liaison, and a tireless advocate for youth, Emily has dedicated herself to meeting the diverse needs of students and families, from connecting them with essential services to creating programs that foster belonging, hope, and pride; and

WHEREAS, Emily founded and continues to lead numerous impactful initiatives, including:

- The Holiday Backpack Project, providing students in need with backpacks filled with essentials, spirit wear, and care items during the winter break;
- The Pirate Pantry, offering students discreet access to food, hygiene supplies, clothing, and other necessities;
- Groceries on Wheels, a lifeline created during the COVID-19 pandemic to deliver food and essentials directly to families in need; and
- Pick Your Fit, formerly "Say Yes to the Dress," which provides free formal wear so every student can experience the joy and inclusion of prom; and

WHEREAS, Emily has also led student wellness and prevention efforts, including the Anti-Vape Group, which empowers students to make healthy, informed choices and supports those overcoming substance challenges; and

WHEREAS, through her leadership, creativity, and unwavering dedication, Emily Juaire has not only strengthened the Park Center community but also inspired countless students, staff, and families to show kindness, empathy, and "Pirate Pride"; and

WHEREAS, Emily's work exemplifies the highest ideals of public service and represents the profound difference one person can make when they lead with heart, purpose, and compassion.

NOW, THEREFORE, BE IT RESOLVED, that I, Hollies Winston, Mayor of the City of Brooklyn Park, Minnesota, do hereby proclaim November 24, 2025, as "EMILY JUAIRE DAY" in the City of Brooklyn Park, Minnesota, and encourage all residents to join in recognizing and celebrating Emily Juaire for her extraordinary contributions to our youth, schools, and community.

Brooklyn Park

5200 85th Avenue North
Brooklyn Park, MN 55443

_____
Hollies Winston, Mayor

City of Brooklyn Park
Request for Council Action

Agenda Item:	3B.2	**Meeting Date:**	November 24, 2025
Agenda Section:	Public Presentations/ Proclamations/Receipt of General Communications	**Originating Department:**	Community Development
Resolution:	N/A		
Ordinance:	N/A	**Prepared By:**	Josephine Thao, Project Facilitator
Attachments:	1	**Presented By:**	Mayor Hollies Winston
Item:	Mayor's Proclamation of November 29, 2025, as "Small Business Saturday" in the City of Brooklyn Park		

City Manager's Proposed Action:

The Mayor shall proclaim November 29, 2025, as "Small Business Saturday" in the City of Brooklyn Park by one of the following:

1. "I, Hollies Winston, Mayor of the City of Brooklyn Park, Minnesota, proclaim November 29, 2025, as "Small Business Saturday" in the City of Brooklyn Park, OR

2. By reading the proclamation.

Overview:

The last Saturday of November is recognized nationally as Small Business Saturday, a day dedicated to celebrating the small businesses that keep Brooklyn Park's economy strong and vibrant. These businesses provide essential jobs, products, and services that support the daily needs of our residents and contribute to the character and vitality of our community.

The U.S. Small Business Administration also observes Small Business Saturday as an opportunity to honor the hard work, resilience, and ingenuity of the entrepreneurs who start and grow businesses in their communities. Their commitment strengthens local economies, fosters innovation, and builds a sense of place and pride for all who live and work in Brooklyn Park.

In recognizing November 29, 2025, as Small Business Saturday, the city affirms its support for local entrepreneurs and encourages residents to shop locally and invest in the businesses that help our community thrive.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments:

3B.2A PROCLAMATION

PROCLAMATION

PROCLAIMING NOVEMBER 29, 2025, AS "SMALL BUSINESS SATURDAY" IN THE CITY OF BROOKLYN PARK

WHEREAS, Brooklyn Park celebrates all of our businesses, but recognizes small businesses as the engine of our local economy as employers and providers of products and services, and;

WHEREAS, the Small Business Administration celebrates Small Business Saturday to recognize the hard work and ingenuity of everyday people who start and grow businesses in their community, for their community, and;

WHEREAS, Brooklyn Park supports these entrepreneurs all year long, including through our work with Hennepin County's Elevate Hennepin initiative, which offers expert consulting, focused cohort programming, and a library of resources at no cost for every resident and every business; we also promote shopping at our local small businesses via the multijurisdictional Love Local campaign which encourages residents to support local, independently owned businesses and the business districts that create jobs, boost the local economy, and make our communities vibrant and livable.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park does hereby proclaim November 29, 2025, Small Business Saturday in the City of Brooklyn Park and encourages all those who live and work here to celebrate our local small businesses on this day and throughout the year.

_____
Hollies Winston, Mayor

Brooklyn Park

5200 85th Avenue North
Brooklyn Park, MN 55443

City of Brooklyn Park
Request for Council Action

Agenda Item:	3B.3	**Meeting Date:**	November 24, 2025
Agenda Section:	Public Presentations/ Proclamations/Receipt of General Communications	**Originating Department:**	Administration
Resolution:	N/A		
Ordinance:	N/A	**Prepared By:**	Katrina Dosher, Program Assistant
Attachments:	1	**Presented By:**	Mayor Hollies Winston
Item:	Interview Applicants for the Northwest Suburbs Cable Communications Commission		

City Manager's Proposed Action:

Interview applicants to fill an upcoming opening on the Northwest Suburbs Cable Communications Commission.

Overview:

The City has advertised to fill an upcoming opening on the Northwest Suburbs Cable Communications Commission due to the term ending December 31, 2025. The NW Suburbs Cable Commission appointment will be for a one-year term from January 1 through December 31, 2026.

A voting form is included in the packet to indicate your choices. At the end of the meeting, please pass your voting form to Mayor Winston with your selections for the commissioners. The appointments will be made during the December 1, 2025 City Council meeting.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments:

3B.3A VOTING FORM

Commission Voting Form

NAME:_____

Please return to the Mayor after the meeting

Applicant's Name	Confirmed Attendance	Residing District
Brian Head	Yes	Central
Hasit Parmar	Yes	Central
Mark Sastry	Yes	East
Jan Schultz	Yes	West

My choice:

Northwest Suburbs Cable Communications Commission

_____ City At-large – one-year term to expire December 31, 2026
(replacing or reappointing Hasit Harmar)

City of Brooklyn Park
Request for Council Action

Agenda Item:	3B.4	**Meeting Date:**	November 24, 2025
Agenda Section:	Public Presentations/ Proclamations/Receipt of General Communications	**Originating Department:**	Administration
Resolution:	N/A	**Prepared By:**	Katrina Dosher, Program Assistant
Ordinance:	N/A		
Attachments:	N/A	**Presented By:**	John Morstad, Osseo Area Schools Executive Director Finance & Operations
Item:	Presentation on Crest View School Rebuild		

City Manager's Proposed Action:

Osseo Area Schools (District 279) will provide a presentation on the Crest View school rebuild.

Overview:

Members from Osseo Area Schools will provide an overview presentation on the rebuilding of Crest View School.

Presenters will include:
- Dr. Kim Hiel, Superintendent
- Dr. Bryan Bass, Ass't. Superintendent
- Dr. Steve Flisk, Ass't. Superintendent
- John Morstad, Executive Director Finance & Operations
- Brian Siverson-Hall, Executive Director Community Engagement
- Kay Villella, Executive Director Community Relations

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.5	**Meeting Date:**	November 24, 2025
Agenda Section:	Public Presentations/ Proclamations/Receipt of General Communications	**Originating Department:**	Administration
Resolution:	N/A	**Prepared By:**	Zach Kramka, Asst to the City Manager
Ordinance:	N/A		
Attachments:	1	**Presented By:**	Zach Kramka, Peter Leatherman, Morris Leatherman Company
Item:	2025 Resident Survey Results		

City Manager's Proposed Action:

Presentation of the 2025 Resident Survey Results.

Overview:

Peter Leatherman of Morris Leatherman Company will be presenting the 2025 Resident Survey results. The survey results are used internally and externally in the following ways:

Survey results are one of the key performance indicators used to measure the progress toward *Jewel of the North Community Plan* goals. Respondents are asked to assess how the City is performing in each of the six priority areas, and perception-based questions are used to assess the quality of life in Brooklyn Park. These data points are coupled with demographic data and economic indicators to track and respond to trends in the community.

The survey also measures resident satisfaction with the delivery of City services. These results are compared with past surveys, using the same scientific methodology, as an indicator for how residents rate staff and service quality.

The survey took place during September and October of this year. Since the City has commissioned surveys every two years going back over a decade, comparisons can be made with prior years.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments:

3B.5A 2025 RESIDENT SURVEY RESULTS

The Morris Leatherman Company
3128 Dean Court
Minneapolis, Minnesota 55416

CITY OF BROOKLYN PARK
Residential Study
FINAL SEPTEMBER 2025

Hello, I'm _____ of the Morris Leatherman Company, a nationwide polling firm located in the Twin Cities. We've been retained by the City of Brooklyn Park to speak with a random sample of Brooklyn Park residents about the community. This survey is being taken because the City Council and City Staff are interested in your opinions and suggestions about life in the community. All individual responses will be held strictly confidential; only summaries of the entire sample will be reported. (DO NOT PAUSE)

1.	Approximately how many years have you lived in Brooklyn Park?	TWO YEARS OR LESS.....9% THREE TO FIVE YEARS...18% SIX TO TEN YEARS.....20% 11 TO 20 YEARS.....25% 21 TO 30 YEARS.....15% OVER THIRTY YEARS.....14% DON'T KNOW/REFUSED.....0%
2.	How would you rate the quality of life in Brooklyn Park – excellent, good, only fair, or poor?	EXCELLENT.....14% GOOD.....60% ONLY FAIR.....23% POOR.....3% DON'T KNOW/REFUSED.....0%
3.	How often do you have contact with your neighbors – daily, a few times a week, once a week, a few times a month, once a month, or less often?	DAILY.....11% FEW TIMES A WEEK.....36% ONCE A WEEK.....17% FEW TIMES A MONTH.....19% ONCE A MONTH.....7% LESS OFTEN.....9% DON’T KNOW/REFUSED.....0%
4.	Do you feel comfortable discussing neighborhood problems with your neighbors?	YES.....85% NO.....11% DON’T KNOW/REFUED.....4%

IF “NO,” ASK: (n=91)

5. Why don’t you feel comfortable discussing neighborhood problems with your neighbors?

   REFUSED, 1%; DON’T KNOW NEIGHBORS, 63%; LIKE PRIVACY, 14%; UNFRIENDLY NEIGHBORS, 10%; DON’T SHARE SAME VIEWS, 7%; TOO BUSY, 2%; SCATTERED, 3%.

6. In general, do you think the community is welcoming to residents of all backgrounds and identities? (WAIT FOR RESPONSE) Do you feel strongly that way?

STRONGLY YES	21%
YES	76%
NO	2%
STRONGLY NO	0%
DON'T KNOW/REFUSED	1%

IF "NO" OR "STRONGLY NO," ASK: (n=16)

7. Why do you feel that way?

REFUSED, 6%; BIPOC, 38%; DIFFERENT RELIGIONS, 25%; RENTERS, 19%; SCATTERED, 13%.

Over the past few years....

8. How would you rate how you and members of your household are doing financially, mentally and physically – excellent, good, only fair, or poor?

EXCELLENT	8%
GOOD	64%
ONLY FAIR	27%
POOR	1%
DON'T KNOW/REFUSED	0%

9. What do you think is the most serious issue facing Brooklyn Park today?

DON'T KNOW/REFUSED	6%
NOTHING	14%
CRIME	20%
GANGS	4%
TOO MUCH LOW-INCOME	3%
HIGH TAXES	13%
TOO MUCH GROWTH	12%
JOBS/ECONOMY	12%
HOME FORECLOSURES	3%
CITY SPENDING/GOV'T	3%
SCHOOLS	3%
DRUGS	6%
SCATTERED	2%

10. What is the most serious issue facing you personally?

REFUSED, 2%; NOTHING, 26%; FINANCES, 14%; HEALTH, 5%; HIGH COST OF HOUSING, 2%; PARENTING, 2%; CRIME, 11%; HIGH TAXES, 11%; TRAFFIC CONGESTION, 2%; HIGH COST OF LIVING, 16%; SCATTERED, 9%.

11. All in all, do you think things in Brooklyn Park are generally headed in the right direction, or do you feel things are off on the wrong track?

RIGHT DIRECTION	66%
WRONG TRACK	18%
DON'T KNOW/REFUSED	16%

12. If you were to describe the City of Brooklyn Park to a friend or relative, how would you describe the city?

UNSURE, 1%; SUBURB, 5%; HIGH CRIME, 6%; RUNDOWN, 2%; FRIENDLY, 15%; DIVERSE, 13%; GOOD CITY TO LIVE IN, 10%; QUIET/PEACEFUL, 4%; SAFE, 4%; GREAT PARKS AND TRAILS, 12%; GROWING, 9%; AVERAGE, 4%; GOOD JOB OPPORTUNTIES, 3%; SCATTERED, 12%.

13. Do you think residents in other communities in the metro area have a positive impression or negative impression of the City of Brooklyn Park?

POSITIVE	29%
NEGATIVE	31%
NEUTRAL (VOL.)	33%
DON'T KNOW/REFUSED	8%

IF A RESPONSE IS GIVEN, ASK: (n=475)

14. Why do you think they have that impression?

UNSURE, 4%; HIGH CRIME, 24%; NEWS REPORTS, 19%; HEARSAY/WORD OF MOUTH, 10%; LOTS OF DIVERSITY, 3%; FRIENDLY PEOPLE, 8%; SAFE, 3%; LOTS OF THINGS TO DO, 7%; GOOD CITY, 3%; TOO MUCH GROWTH, 2%; PARKS AND TRAILS, 3%; SOCIAL MEDIA, 4%; RETAIL AND DINING OPTIONS, 2%; SCATTERED, 8%.

15. Would you recommend living in the City of Brooklyn Park to others?

YES	76%
NO	17%
DON'T KNOW/REFUSED	7%

The City has six major priority areas in the Brooklyn Park Jewel of the North Community plan which was created through community input. For each of the following statements, please tell me if you rate the city as excellent, good, only fair, or poor in achieving that statement.

	EXC	GOO	FAI	POO	DKR
16. Brooklyn Park is an inclusive and engaged community defined by a positive identity and image.	23%	53%	21%	3%	0%
17. Brooklyn Park is a safe community where a sense of safety is present throughout the community.	14%	43%	35%	8%	1%
18. Brooklyn Park maintains a focus on equity to remove barriers, address community gaps, and build more just systems.	27%	49%	20%	3%	1%

	EXC	GOO	FAI	POO	DKR
19. Brooklyn Park is home to beautiful places with unique amenities, art, and quality infrastructure.	26%	49%	23%	1%	1%
20. Brooklyn Park has a thriving and inclusive economy where people and businesses can prosper.	14%	53%	31%	3%	0%
21. Brooklyn Park city government is innovative and responsive which drives effective service delivery.	11%	59%	27%	2%	1%

Moving on.....

For each of the following city codes, please tell me if it should be a very important priority for the City to focus on, a somewhat important priority, a not too important priority, or not a priority at all for the City to focus on.

	VRI	SMI	NTI	NAA	DKR
22. Loud noise after 10pm?	43%	38%	17%	2%	0%
23. Storing of garbage and recycling cans out of sight?	21%	30%	38%	12%	0%
24. No parking on neighborhood streets from 2am to 5am during winter months and during snow emergencies?	44%	34%	20%	1%	0%
25. Commercial vehicles and equipment stored outside in residential areas?	14%	44%	39%	2%	1%
26. Vehicles that do not work?	44%	36%	19%	1%	0%
27. Chipped and peeling paint on homes?	19%	33%	41%	8%	0%
28. Storing of lawn mowers, tools and wood outside?	18%	41%	37%	5%	0%
29. Long grass and weeds?	43%	37%	19%	1%	0%
30. Junk and debris in yards?	46%	38%	14%	1%	0%
31. Animal control, including dogs?	29%	35%	30%	6%	0%

Changing topics....

I am going to read you a list of some of the current services either directly or partially provided by the city. For each one, please tell me if you feel it is excellent, good, only fair, or poor. If you don't have an opinion, just say so....

	EXC	GOO	FAI	POO	DKR
32. Dependability of city sanitary sewer service?	27%	55%	15%	3%	0%

	EXC	GOO	FAI	POO	DKR
33. Dependability of city drinking water system?	21%	45%	28%	6%	0%
34. Building inspection and permits?	23%	49%	16%	3%	9%
35. Rental inspections?	16%	50%	16%	5%	14%
36. Neighborhood street lighting?	24%	47%	23%	6%	0%

For the next three city services, please consider only smaller streets. In particular, do not consider State Highway 610 or County Roads 81, 85th Avenue, Brooklyn Boulevard and Zane Avenue, as these are not maintained by the City of Brooklyn Park.

	EXC	GOO	FAI	POO	DKR
37. City street repair and maintenance?	25%	51%	22%	2%	0%
38. Snow plowing of city streets?	18%	49%	29%	3%	0%
39. Snow plowing of sidewalks and trails?	25%	49%	22%	3%	1%

Turning to city drinking water specifically....

40. How would you rate the quality of city drinking water - excellent, good, only fair, or poor?

EXCELLENT	6%
GOOD	64%
ONLY FAIR	21%
POOR	9%
DON'T KNOW/REFUSED	0%

IF "ONLY FAIR" OR "POOR," ASK:

41. Why did you rate the quality of city drinking water as (only fair/poor)?

POOR TASTE, 37%; BAD ODOR, 6%; HARD WATER, 34%; SEDIMENT, 4%; UNSAFE/CHEMICALS, 20%.

42. Do you use a home water softener?

YES	58%
NO	38%
DON'T KNOW/REFUSED	5%

Changing topics....

Most communities have one of two systems for trash collection. Brooklyn Park operates under an open collection system, in which residents choose from a list of five haulers licensed by the city to provide residential trash collection. Some cities use an arrangement in which the city manages a collection system, where haulers are assigned to a specific neighborhood for collection and

the city negotiates prices and standardizes services for residential trash collection.

43. Would you favor or oppose the City of Brooklyn Park changing from the current system, in which residents choose their trash hauler to a system where the City manages trash collection? (WAIT FOR RESPONSE) Do you feel strongly that way?

STRONGLY FAVOR.....6%
FAVOR.....32%
OPPOSE.....35%
STRONGLY OPPOSE.....9%
DON'T KNOW/REFUSED....19%

IF A RESPONSE IS GIVEN, ASK: (n=651)

44. Could you tell me one or two reasons for your decision?

SUPPORT:
- LESS TRUCK TRAFFIC, 16%
- LOWER COST, 12%
- LESS POLLUTION, 6%
- MORE EFFICIENT, 5%
- BETTER CUSTOMER SERVICE, 2%

OPPOSE:
- PREFER CHOICE, 18%
- LIKE CURRENT HAULER, 13%
- LOWER COST, 11%
- BETTER CUSTOMER SERVICE, 9%

SCATTERED, 7%
UNSURE, 1%.

IF "OPPOSE" OR "STRONGLY OPPOSE," ASK: (n=351)

45. Would you still oppose the City managing garbage collection if it would result in lower costs for residents?

YES.....54%
NO.....38%
DON'T KNOW/REFUSED.....8%

46. Would you still oppose the City managing garbage collection if it meant fewer garbage trucks on the streets which would reduce street maintenance costs?

YES.....66%
NO.....25%
DON'T KNOW/REFUSED....10%

Changing topics.....

As you may know, the City of Brooklyn Park has been actively working to encourage development.

47. Do you think recent developments are resulting in new buildings that improve the community?

YES.....82%
NO.....6%
DON'T KNOW/REFUSED....13%

IF "NO," ASK: (n=48)

48. Why do you feel that way?

NO BENEFIT TO CITY, 11%; NONE SEEN, 25%; EMPTY BUILDINGS, 4%; TOO MUCH GROWTH, 25%; TOO MUCH LOW INCOME, 11%; ATTRACTS CRIME, 11%; STRAINS INFRASTRUCTURE, 4%; SCATTERED, 8%.

49. What types of new buildings do you think would provide the most benefit to current and future city residents?

DON'T KNOW/REFUSED.....8%
NO.....4%
RETAIL.....16%
RESTAURANTS.....13%
INDUSTRIAL.....10%
JOB PRODUCING.....33%
AFFORDABLE HOUSING....16%
SCATTERED.....1%

Moving on....

50. Do you or members of your household use public transportation?

YES.....23%
NO.....77%
DON'T KNOW/REFUSED.....0%

IF "YES," ASK: (n=186)

51. How would you rate your experience using public transportation – excellent, good, only fair, or poor?

EXCELLENT.....15%
GOOD.....68%
ONLY FAIR.....15%
POOR.....2%
DON'T KNOW/REFUSED.....0%

IF "ONLY FAIR" OR "POOR," ASK: (n=31)

52. Why did you rate your experience as(only fair/poor)?

REFUSED, 3%; UNSAFE, 26%; INCONVENIENT, 29%; DIRTY, 16%; CROWDED, 13%; HIGH COST, 10%; SCATTERED, 3%.

IF "NO" IN QUESTION #50, ASK: (n=611)

53. Why don't you use public transportation?

DON'T KNOW/REFUSED.....0%
NEED CAR.....13%
PREFER TO DRIVE.....56%
NOT CONVENIENT.....8%
NOT SAFE.....6%
TAKES TOO LONG.....7%
DOESN'T GO WHERE NEED..2%
AGE/HEALTH.....8%
SCATTERED.....1%

Let's talk about park and recreation opportunities in Brooklyn Park....

For each facility or amenity, please tell me if you or members of your household use it. Then for each one you don't use, please tell me if you are aware of the facility in Brooklyn Park.

	USE	NOT YES	NOT NO	DK/ REF
54. City-owned parks?	69%	29%	2%	0%
55. Athletic complexes, such as Noble, Northwoods and Zane Sports Parks?	24%	62%	14%	0%
56. Brookland or Edinburgh USA golf courses?	21%	52%	27%	1%
57. The Community Activity Center, including the Ice Arena, gymnasium, and meeting and banquet rooms?	31%	53%	17%	0%
58. Historic Eidem Farm?	14%	56%	30%	0%
59. Pickleball courts?	25%	49%	27%	0%
60. Environmental Nature Area or Brookdale dog parks?	34%	47%	18%	1%
61. Zanewood Recreation Center?	28%	53%	18%	1%
62. Brooklyn Park Sports Dome at Park Center High School?	16%	59%	25%	0%

When you consider park and recreation buildings, such as recreation centers and park shelters....

63. How would you rate maintenance and quality of park and recreation facilities in Brooklyn Park – excellent, good, only fair, or poor?

EXCELLENT.....19%
GOOD.....75%
ONLY FAIR.....4%
POOR.....1%
DON'T KNOW/REFUSED.....1%

IF "ONLY FAIR" OR "POOR," ASK: (n=35)

64. Could you tell me one or two reasons why you feel that way?

UNSURE, 3%; DIRTY/LITTER, 69%; RUNDOWN PLAYGROUNDS, 6%; DRUG USE, 6%; OVERGROWN WEEDS/GRASS, 11%; SCATTERED, 6%.

65. How satisfied are you with the condition, amount, and location of sidewalks and trails in your neighborhood – are you very satisfied, somewhat satisfied, not too satisfied, or not at all satisfied?

VERY SATISFIED	42%
SOMEWHAT SATISFIED	48%
NOT TOO SATISFIED	8%
NOT AT ALL SATISFIED	1%
DON'T KNOW/REFUSED	1%

66. Do you feel the current mix of recreational programs in the city sufficiently meets the needs of members of your household?

YES	95%
NO	2%
DON'T KNOW/REFUSED	3%

67. And, do you feel the current mix of recreational facilities in the city sufficiently meets the needs of members of your household?

YES	93%
NO	4%
DON'T KNOW/REFUSED	3%

68. Do you believe recreational facilities and programs are accessible to all members of the City?

YES	92%
NO	6%
DON'T KNOW/REFUSED	3%

IF "NO," ASK: (n=46)

69. Why do you think they are not accessible?

UNSURE, 9%; NOT CLOSE TO HOME, 63%; COST/MEMBERSHIP REQUIRED, 9%; NOT ADA ACCESSIBLE, 9%; DON'T DRIVE, 4%; CRIME/GANGS, 7%.

70. Are there any additional programs, facilities or events you would like to see offered in the city? (IF "YES," ASK:) What programs or facilities would you like to see added?

UNSURE, 7%; NO, 82%; SCATTERED, 11%.

Moving on....

As I read the following statements about police services in Brooklyn Park, please answer "yes" or "no." (READ LIST)

		YES	NO	DKR
71.	I have an overall feeling of safety in Brooklyn Park.	85%	15%	1%
72.	I would feel safe being out and about in my neighborhood alone at night.	64%	31%	6%

IF "NO" IN QUESTION #72, ASK: (n=244)

73. Why do you feel that way?

UNSURE, 3%; RISING CRIME, 55%; MORE CRIME AT NIGHT, 18%; LACK OF STREET LIGHTS, 9%; NOT ENOUGH PATROLLING, 3%; DRUG CULTURE, 2%; GANGS/YOUTH CRIME, 5%; SCATTERED, 5%.

74. Do you and members of your household feel safe using city parks and trails?

YES.....93%
NO.....5%
DON'T KNOW/REFUSED.....2%

IF "NO" IN QUESTION #74, ASK: (n=38)

75. Is there a specific park or trail you are concerned about?

NO, 32%; CENTRAL PARK, 8%; DOG PARK, 5%; ALL PARKS, 40%; TRAILS, 5%; SCATTERED PARKS, 10%.

76. Why don't you feel safe?

UNSURE, 3%; RISING CRIME, 50%; GANGS/YOUTH CRIME, 24%; LACK OF STREET LIGHTS, 5%; NOT ENOUGH PATROLLING, 5%; SCATTERED, 13%.

77. Do you feel that crime in Brooklyn Park has increased, decreased or remained about the same during the past few years?

INCREASED.....28%
DECREASED.....20%
REMAINED THE SAME.....48%
DON'T KNOW/REFUSED.....3%

78. Where do you believe your perception of crime in Brooklyn Park comes from? (READ LIST)

PERSONAL EXPERIENCE	18%
NEIGHBORS, FRIENDS, FAMILY OR OTHER RESIDENTS	25%
SOCIAL MEDIA	18%
PRINT MEDIA, SUCH AS NEWSPAPERS	7%
TELEVISION NEWS	29%
TIP 411 ALERTS	2%
ELSE	0%
DON'T KNOW/REFUSED	1%

79. Have you been a victim of crime in the City of Brooklyn Park during the past two years?

YES	13%
NO	87%
DON'T KNOW/REFUSED	0%

80. What do you consider to be the greatest public safety concern in Brooklyn Park?

UNSURE, 6%; NOTHING, 5%; GUN CRIME, 9%; CARELESS/RECKLESS DRIVING, 21%; ASSAULT/ROBBERIES, 5%; PROPERTY THEFT, 11%; AUTO THEFT, 4%; DRUGS, 11%; GANGS, 9%; ALL CRIME, 9%; PEDESTRIAN SAFETY, 3%; SCATTERED, 7%.

81. Overall, how would you rate the Brooklyn Park Police Department - excellent, good, only fair, or poor?

EXCELLENT	16%
GOOD	73%
ONLY FAIR	10%
POOR	1%
DON'T KNOW/REFUSED	1%

IF "ONLY FAIR" OR "POOR," ASK: (n=84)

82. Why did you rate them as (only fair/poor)?

RACIAL PROFILING, 4%; SLOW RESPONSE TIME, 7%; LACK OF PATROLLING, 46%; NEED BETTER TRAINING, 8%; RUDE, 5%; NOT DETERING CRIME, 5%; UNDERSTAFFED, 6%; POOR COMMUNITY RELATIONS, 4%; COULD BE MORE HELPFUL, 5%; SCATTERED, 10%.

83. Have you had an interaction with the Brooklyn Park police in the last two years?

YES	18%
NO	82%
DON'T KNOW/REFUSED	0%

IF "YES," ASK: (n=146)

84. What was the nature of the interaction?

TRAFFIC STOP, 15%; ARREST/COURT, 3%; REPORT A CRIME, 47%; NEIGHBORHOOD DISTURBANCE, 7%; TRAFFIC ACCIDENT, 3%; MEDICAL CALL, 2%; COMMUNITY EVENT, 7%; INVESTIGATION, 4%; LOOSE ANIMALS, 2%; WELFARE CHECK, 3%; SCATTERED, 7%.

85. How would you rate your interaction with the Brooklyn Park police – excellent, good, only fair, or poor?	EXCELLENT.....26% GOOD.....49% ONLY FAIR.....21% POOR.....4% DON'T KNOW/REFUSED.....0%
86. Overall, are you satisfied or dissatisfied with the Brooklyn Park Police Department's service?	SATISFIED.....83% DISSATISFIED.....4% BOTH (VOL.).....12% DON'T KNOW/REFUSED.....1%

IF "DISSATISFIED," ASK: (n=35)

87. Why are you dissatisfied?

NO ACTION TAKEN, 11%; LACK OF PATROLLING, 34%; RUDE, 6%; NOT HELPFUL, 14%; SLOW RESPONSE, 11%; NOT DETERRING CRIME, 11%; UNDERSTAFFED, 9%; SCATTERED, 3%.

The Brooklyn Park Fire Department has four core values. As I read the following descriptions, please tell me if it is very accurate, somewhat accurate, not too accurate, or not at all accurate. (READ LIST)

	VRA	SMA	NTA	NAA	DKR
88. Service to others?	57%	39%	1%	0%	3%
89. Trustworthy?	54%	41%	2%	0%	3%
90. Excellence?	50%	44%	3%	1%	3%
91. Professional?	59%	38%	1%	0%	3%

92. Have you or anyone in your household ever had an emergency which required the Brooklyn Park Fire Department to respond in the last two years?	YES.....13% NO.....85% DON'T KNOW/REFUSED.....3%

IF "YES," ASK: (n=103)

93. Were you satisfied or dissatisfied with the Fire Department's service?	SATISFIED.....96% DISSATISFIED.....4% BOTH (VOL.).....0% DON'T KNOW/REFUSED.....0%

IF "DISSATISFIED," ASK: (n=4)

94. Why were you dissatisfied?

SLOW RESPONSE, 25%; RUDE, 25%; NOT SERIOUS ABOUT SITUATION, 25%; UNPROFESSIONAL, 25%.

Moving on, let's talk about city government in general.....

95. From what you have seen, heard, or experienced, how would you rate the job of the Brooklyn Park City Staff - excellent, good, only fair, or poor?

EXCELLENT	13%
GOOD	68%
ONLY FAIR	16%
POOR	1%
DON'T KNOW/REFUSED	3%

96. Excluding the Police and Fire departments, have you had any contact with city staff during the past two years?

YES	37%
NO	62%
DON'T KNOW/REFUSED	1%

IF "YES," ASK: (n=297)

97. On your last contact with the City, which service area did you contact – Water and Sewer, Department of Motor Vehicles, Utility billing, Assessor's Office, Planning/Zoning, Park Maintenance, Street Maintenance, Building Inspections, Engineering, Recycling, Recreation Services, General Information Desk, Environmental Health/Code Enforcement, Administration, or City Council?

WATER AND SEWER	5%
DMV	27%
UTILITY BILLING	28%
ASSESSOR'S OFFICE	1%
PLANNING/ZONING	7%
PARK MAINTENANCE	1%
STREET MAINTENANCE	2%
BUILDING INSPECTIONS	1%
ENGINEERING	3%
RECYCLING	7%
RECREATION SERVICES	4%
GENERAL INFORMATION	13%
ENVIRO HEALTH/CODE	1%
ADMINISTRATION	0%
CITY COUNCIL	1%
DON'T KNOW/REFUSED	0%

98. How would you rate the customer service you received – excellent, good, only fair, or poor?

EXCELLENT	27%
GOOD	58%
ONLY FAIR	13%
POOR	2%
DON'T KNOW/REFUSED	1%

IF A RATING IS GIVEN, ASK: (n=295)

99. Why did you rate the customer service as (_____)?

UNSURE, 2%; FRIENDLY STAFF, 26%; HELPFUL, 29%; SLOW SERVICE, 6%; FAST SERVICE, 23%; NOT HELPFUL, 2%; PROFESSIONAL, 6%; RUDE, 6%.

100. When you consider the property taxes you pay and the quality of the city services you receive, would you rate the general value of city services as excellent, good, only fair, or poor?

EXCELLENT	8%
GOOD	57%
ONLY FAIR	24%
POOR	2%
DON'T KNOW/REFUSED	9%

101. Would you favor or oppose an increase in city property taxes if it were needed to maintain city services at their current level?

FAVOR	60%
OPPOSE	24%
DON'T KNOW/REFUSED	16%

IF "FAVOR," ASK:

102. How much would you be willing to pay in additional property taxes to maintain city services? How about $____ per month? (CHOOSE A RANDOM STARTING POINT; MOVE UP OR DOWN DEPENDING ON RESPONSE) How about $____ per month?

LESS THAN $4.00	3%
$4.00	35%
$8.00	39%
$12.00	15%
$16.00	5%
$20.00	2%
OVER $20.00	0%
DON'T KNOW	1%
REFUSED	1%

IF "OPPOSE" IN QUESTION #101, ASK: (n=193)

103. What service would you be willing to see cut?

UNSURE, 19%; CUT WASTE, 34%; PARKS AND RECREATION, 15%; ACROSS THE BOARD, 7%; ADMINISTRATION, 3%; UTILITIES, 5%; STREET REPAIR, 2%; RECYCLING, 3%; SCATTERED, 12%.

104. Why would you be willing to see these services cut?

DON’T KNOW, 42%; NOT NEEDED, 6%; DON’T USE IT, 4%; POOR SERVICE PROVIDED, 6%; REDUCE TAXES, 25%; FUND OTHER PRIORITIES, 14%; SCATTERED, 3%.

105. Would you be willing to pay higher property taxes to improve current city services or offer new city services? (IF "YES," ASK:) What services would that be?

UNSURE, 8%; NO, 72%; POLICE, 6%; CITY WATER, 3%; SCATTERED, 11%.

106. Compared to neighboring communities, do you feel property taxes in Brooklyn Park are very high, somewhat high, about average, somewhat low, or very low?

VERY HIGH	24%
SOMEWHAT HIGH	38%
ABOUT AVERAGE	28%
SOMEWHAT LOW	0%
VERY LOW	0%
DON'T KNOW/REFUSED	10%

107. Do you think you have adequate opportunities to provide input and feedback about issues to the City of Brooklyn Park?

YES	84%
NO	4%
DON'T KNOW/REFUSED	12%

IF "NO," ASK: (n=35)

108. Why do you feel that way?

UNSURE, 9%; DON'T LISTEN TO RACIAL MINORITIES, 9%; DON'T LISTEN, 49%; NO ACTION TAKEN, 6%; TAXES KEEP INCREASING, 6%; LATE ADVERTISING MEETINGS, 6%; DON'T KNOW, 6%; SCATTERED, 9%.

109. From what you know, do you approve or disapprove of the job the City Council is doing? (WAIT FOR RESPONSE) And, do you feel strongly that way?

STRONGLY APPROVE	10%
APPROVE	71%
DISAPPROVE	10%
STRONGLY DISAPPROVE	1%
DON'T KNOW/REFUSED	9%

Turning to communications....

110. What is your main source of information about the City of Brooklyn Park?

DKR/NOTHING	0%
CITY NEWSLETTER	20%
SUN POST/LOCAL NEWSPAPER	6%
STAR TRIBUNE	7%
CITY WEBSITE	19%
EMAIL	3%
CABLE TELEVISION	7%
MEETINGS	2%
WORD OF MOUTH	7%
MAILINGS	9%
SOCIAL MEDIA	17%
TV NEWS	4%

111. How would you prefer to receive information about the City of Brooklyn Park?

UNSURE/NOTHING	0%
CITY NEWSLETTER	27%
SUN POST/LOCAL NEWSPAPER	7%
STAR TRIBUNE	7%
CITY WEBSITE	17%
EMAIL	6%
CABLE TELEVISION	6%
MEETINGS	1%
WORD OF MOUTH	4%
MAILINGS	14%
SOCIAL MEDIA	11%

112. Do you recall receiving the City newsletter, titled "Park Pages," during the last six months?

YES	62%
NO	38%
DON'T KNOW/REFUSED	0%

IF "YES," ASK: (n=380)

113. Do you or any members of your household regularly read it?

YES	77%
NO	23%
DON'T KNOW/REFUSED	1%

114. Are you aware of the City Recreation and Parks insert in the “Park Pages”?

YES	65%
NO	29%
DON'T KNOW/REFUSED	6%

IF “YES,” ASK:

115. How would you evaluate its usefulness – excellent, good, only fair, or poor?

EXCELLENT	19%
GOOD	80%
ONLY FAIR	1%
POOR	0%
DON'T KNOW/REFUSED	0%

IF "ONLY FAIR" OR "POOR," ASK: (n=5)

116. Why did you rate its usefulness as (only fair/poor)?

NOT ENOUGH DETAILS, 40%; DON'T NEED IT, 60%.

117. Do you use social media to receive information from the City? (IF "YES," ASK:) Which social media source do you use most often to receive this information?

NO, 49%; FACEBOOK, 35%; INSTAGRAM, 5%; TWITTER/X, 7%; TIKTOK, 2%; SCATTERED, 2%.

Now, just a few more questions for demographic purposes....

118. Do you reside in an apartment, townhouse or condominium, or a detached single family home?	APARTMENT.....23% TOWNHOUSE/CONDO.....21% SINGLE-FAMILY HOME....56% SOMETHING ELSE.....1% REFUSED.....0%
119. Do you own or rent your current residence?	OWN.....64% RENT.....36% DON'T KNOW/REFUSED.....1%
120. What is your age, please?	18-24.....10% 25-34.....19% 35-44.....20% 45-54.....18% 55-64.....14% 65 AND OVER.....20% REFUSED.....0%

I am going to read a list of races and ethnicities, please tell me if you identify as....

	YES	NO	DKR
121. African.	9%	91%	0%
122. Asian.	21%	79%	1%
123. African American or Black.	26%	74%	0%
124. Hispanic or Latino.	8%	92%	0%
125. Native American or American Indian.	3%	97%	0%
126. Native Hawaiian or other Pacific Islander.	1%	99%	0%
127. White.	42%	58%	0%
128. Another race or ethnicity.	5%	95%	0%

129. What is the primary language spoken in your home?

DON'T KNOW/REFUSED.....0%
ENGLISH.....80%
SPANISH.....4%
VIETNAMESE.....3%
SOMALI.....6%
HMONG.....5%
LIBERIAN ENGLISH.....2%

130. Finally, thinking about your household finances, how would you describe your financial situation, would you say that -
A) Your monthly expenses are exceeding your income;
B) You are meeting your monthly expenses but are putting aside little or no savings;
C) You are managing comfortably while putting some money aside;
D) You are on track to meet long-term financial goals, such as mortgage payments, tuition costs, and retirement plans?

STATEMENT A.....4%
STATEMENT B.....38%
STATEMENT C.....41%
STATEMENT D.....15%
DON'T KNOW/REFUSED.....2%

131. What is your gender identity?

MALE.....47%
FEMALE.....52%
NON-BINARY.....1%

132. REGION OF CITY (FROM LIST)

EAST/SOUTH.....14%
CENTRAL/SOUTH.....15%
WEST/SOUTH.....24%
EAST/NORTH.....11%
CENTRAL/NORTH.....24%
WEST NORTH.....12%

City of Brooklyn Park
Request for Council Action

Agenda Item:	3B.6	**Meeting Date:**	November 24, 2025
Agenda Section:	Public Presentations/ Proclamations/Receipt of General Communications	**Originating Department:**	Finance
Resolution:	N/A		
Ordinance:	N/A	**Prepared By:**	Molly Lopez, Assistant Finance Director
Attachments:	N/A	**Presented By:**	Budget Advisory Commission Members
Item:	Budget Advisory Commission Annual Verbal Report		

City Manager's Proposed Action:

Henry Blake (Chair), Commissioner William Petty, and members of the Commission will present the Budget Advisory Commission Annual Verbal Report.

Overview:

The Budget Advisory Commission is required by City Ordinance (City Code Section §31.91G) to present a recommendation for future funding, provide comments on the city's proposed budget, overall trends and provide suggestions for any specific requests made by the Council.

The Commission consists of the following members: Henry Blake (Chair), Farquema Cokie, Patrina Green, Michael Mattox, Amy Meurs, Nahashon Mobisa, William Petty (Vice Chair), and Erica Walker.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments: N/A

City of Brooklyn Park
Request for Council Action

Agenda Item:	4.1	**Meeting Date:**	November 24, 2025
Agenda Section:	Consent	**Originating Department:**	Community Development
Resolution:	N/A		
Ordinance:	N/A	**Prepared By:**	Megan Bookey, Program Assistant III
Attachments:	N/A	**Presented By:**	Keith Jullie, Rental and Business Licensing Manager
Item:	Approve a Tobacco License for Tira Roberts dba Smoke Shop @63rd, Located at 6284 Boone Avenue North, Brooklyn Park, MN 55428		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO APPROVE A TOBACCO LICENSE FOR TIRA ROBERTS DBA SMOKE SHOP @63RD, LOCATED AT 6284 BOONE AVENUE NORTH, BROOKLYN PARK, MN 55428

Overview:

This is a new retail tobacco shop license being issued to Tira Roberts dba Smoke Shop @63rd, 6284 Boone Avenue North.

The police department has completed their investigation of the owners. There are currently no known code violations at the property and staff recommend approval of their tobacco license.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments: N/A

City of Brooklyn Park
Request for Council Action

Agenda Item:	4.2	**Meeting Date:**	November 24, 2025
Agenda Section:	Consent	**Originating Department:**	Community Development
Resolution:	N/A		
Ordinance:	N/A	**Prepared By:**	Tim Gladhill, Community Development Director
Attachments:	1	**Presented By:**	Tim Gladhill, Community Development Director
Item:	Financial Services & Advisor Contract Amendment		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO DIRECT STAFF TO EXECUTE A CONTRACT AMENDMENT WITH EHLERS TO PROVIDE FINANCIAL SERVICES FOR THE PERIOD JANUARY 1, 2026 THROUGH DECEMBER 31, 2026.

Overview:

The City and EDA have typically timed contracts with Financial Services and Civil/Municipal Legal Services together, especially for development projects, due to significant overlap. As the City Council will recall, the City Council recently provided a one-year extension for legal services to evaluate options and potential longer-term Requests for Proposals (RFP). This action will time the same for financial advisor services. Contract with the EDA match for both.

Budgetary/Fiscal Issues:

A majority of charges are development-related and are passed on to the Developer. For general municipal financial advisor services, the fee schedule is included with the contract.

Attachments:

4.2A 2026 EHLERS CONTRACT AMENDMENT

CITY OF BROOKLYN PARK
PROFESSIONAL SERVICES AGREEMENT
EHLERS AND ASSOCIATES

This Agreement for Professional Services ("Agreement"), made this ____day of _____, 2025, by and between the city of Brooklyn Park ("City"), a public body corporate and politic, and Ehlers and Associates, Inc., a Minnesota corporation ("Contractor").

I. SERVICES TO BE PROVIDED.

A. Contractor will provide services to the City as described in **Exhibit A** ("Services") which is attached to this Agreement and incorporated by this reference. All Services provided by Contractor under this Agreement shall be provided in a manner consistent with the level of care and skill ordinarily exercised by professional consultants currently providing similar services.

B. Contractor acknowledges that the Services MAY include having access to data that is confidential or otherwise not public under the Minnesota Government Data Practices Act or otherwise confidential. Contractor specifically agrees to protect and maintain all data as required by law.

C. Mr. Jason Aarsvold shall assume primary responsibility for delivering the professional services required by this Agreement on behalf of the contractor together with Stacie Kvilvang, Keith Dahl, Jessica Cook, Elizabeth Diaz, and other Ehlers team members as necessary. Services requested by the City pursuant to this Agreement shall be communicated to Mr. Aarsvold by the City's Finance Director and/or the Community Development Director or her/his designee.

II. COST OF SERVICES.

A. Contractor shall perform the Services outlined in this Agreement and in **Exhibit A**. Contractor shall invoice the City on a monthly basis for the Services performed by Contractor according to the staff time worked at the rates outlined in **Exhibit B**. The invoice must include a description of the Services performed by Contractor and an itemization of any expenses to be reimbursed. Payment to Contractor shall be due within 30 days of the date of the invoice.

B. The City shall not be responsible for payment for any additional costs or work performed by Contractor that is outside the scope of this Agreement that is not expressly pre-approved by the City.

C. For the tax increment and development services provided for hereunder, it is agreed that the Contractor shall be paid on a flat fee basis approved by the Finance Director and/or the Community Development Director and as described in **Exhibit B**. The flat fee includes out-of-pocket expenses incurred in the performance of its services hereunder including, but not limited to, delivery services, out-of-state travel and required meals. For financial advisory services related to the issuance of bonds, arbitrage monitoring, continuing disclosure or other debt instruments, the compensation shall be based upon **Exhibit B** and as approved by the Finance Director.

III. CITY'S RESPONSIBILITIES.

Upon request, the City shall provide Contractor with all available relevant materials pertaining to completion of the Services.

IV. TERM AND TERMINATION OF AGREEMENT.

The term of this Agreement shall commence, and Contractor shall commence performing the Services on [DATE]. This Agreement shall terminate, and Contractor shall stop performing the Services under this Agreement on [DATE] or completion of the Services, whichever occurs first. The Parties may agree to extend the Term of this agreement by up to an additional twelve (12) months in writing signed by both Parties. This Agreement may be terminated earlier by either party by giving 30 days' written notice to the other party. Upon termination, Contractor shall be paid by the City for all Services rendered by Contractor and all expenses incurred by Contractor as of the date of the termination for which Contractor has not yet been compensated.

V. INDEPENDENT CONTRACTOR.

All Services provided pursuant to this Agreement shall be provided by Contractor as an independent contractor and not as an employee of the City of Brooklyn Park for any purpose. Any and all officers, employees, subcontractors, and agents of Contractor, or any other person engaged by Contractor in the performance of the Services pursuant to this Agreement, shall not be considered employees of the City of Brooklyn Park. Any and all actions which arise as a consequence of any act or omission on the part of Contractor, its employees, subcontractors, or agents, or other persons engaged by Contractor in the performance of Services pursuant to this Agreement, shall not be the obligation or responsibility of the City of Brooklyn Park. Contractor, its employees, subcontractors, or agents shall not be entitled to any of the rights, privileges, or benefits of the City of Brooklyn Park's employees, except as otherwise stated herein.

VI. INDEMNIFICATION.

Contractor, and any and all officers, employees, subcontractors, and agents of Contractor, or any other person engaged by Contractor in the performance of Services pursuant to this Agreement, shall indemnify, defend, and hold harmless the City of Brooklyn Park and their officials, employees, contractors and agents from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in whole, or in part, on any act or omission by Contractor, its employees, subcontractors, and agents, or any other person engaged by Contractor in the performance of the Services pursuant to this Agreement.

VII. INSURANCE.

Prior to starting Services and during the full term of this Agreement, the Contractor shall procure and maintain, at Contractor's expense, as follows:

A. Workers Compensation insurance in accordance with Minnesota law;

B. Professional Liability Insurance Coverage against claims caused by Contractor's errors or omissions and Commercial General Liability Coverage against claims for bodily injury, death, or property damage arising out of Contractor's performance of duties under this Agreement;

C. Automobile insurance for owned, hired and non-owned vehicles;

D. Coverage shall be sufficiently broad to cover to all duties and obligations undertaken by Contractor in this Agreement including duties related to indemnification;

E. Insurance must be on an "occurrence" basis, and, other than Workers Compensation, the limits of such policies must be no less than $1,000,000 per occurrence and $2,000,000 aggregate.

F. Policies must be held by insurance companies licensed to do business in the state of Minnesota and having a current A.M. Best rating of no less than A-, unless otherwise agreed to by the City in writing.

G. Contractor must provide a copy of: (i) a certification of insurance satisfactory to the City, and (ii) if requested, the Contractor's insurance declaration page, riders and/or endorsements, as applicable, evidences the compliance with this Paragraph, must, upon such request, be filed with the City prior to the start of Services. Such documents evidencing insurance shall be in a form acceptable to the City and shall provide satisfactory evidence that the Contractor has complied with all insurance requirements.

VIII. MISCELLANEOUS PROVISIONS.

A. Entire Agreement.

This Agreement shall constitute the entire agreement between the City and Contractor and supersedes any other written or oral agreements between the City and Contractor including any proposals made by Contractor. To the extent a conflict exists between Exhibit A and this Agreement, this Agreement shall control. This Agreement can only be modified in writing signed by the City and Contractor.

B. Data Practices Act Compliance.

Data provided, produced, or obtained under this Agreement shall be protected, maintained, and administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. Contractor will immediately report to the City any requests from third parties for information relating to this Agreement. Contractor agrees to promptly respond to inquiries from the City concerning data requests.

C. Choice of Law and Venue.

This Agreement shall be governed by and construed in accordance with the laws of Minnesota. Any disputes, controversies, or claims arising under this Agreement shall be heard in the state or federal courts of Minnesota and the parties waive any objections to jurisdiction.

D. No Assignment.

This Agreement and the services of this may not be assigned by either party.

E. Compliance with Laws.

Contractor shall exercise due professional care to comply with applicable federal, state, and local laws, rules, ordinances and regulations in performing the Services under this Agreement.

D. Agreement Not Exclusive.

The Authority retains the right to hire other professional municipal consulting service providers for other matters, in the Authority's sole discretion.

E. Notices.

Any notice required by this Agreement shall be either hand delivered or sent by U.S. Mail, to the address for the parties as follows:

To City:	To Contractor:
[NAME OF RECIPIENT] 5200 85th Avenue North Brooklyn Park, MN 55433	[NAME] 3060 Centre Pointe Drive Roseville, Minnesota 55113-1105
[EMAIL]	[EMAIL]

F. Work Product.

All reports, data, materials, information, and other work products ("City information") prepared and developed in connection with the provision of services contemplated in this Agreement shall become the property of the City.

G. Audit Disclosure.

Contractor will allow the City, or its duly authorized agents, and the state auditor or legislative auditor reasonable access to the Contractor's books, records, documents, and accounting procedures and practices that are pertinent to Services provided under this Agreement for a minimum of six years from the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective dates indicated below.

CITY OF BROOKLYN PARK

Dated: _____ By: _____
Its: Mayor

Dated: _____ By: _____
Its: City Administrator

Dated: _____ EHLERS AND ASSOCIATES, INC.

By: _____

Its: _____

EXHIBIT ABR270\24\1049478.v2

Scope of Services

Ehlers and Associates, Inc. shall provide the following professional services:

A. Financial Planning and Debt Management.
B. Capital Budget Programming.
C. Debt Issue Development and Oversight.
D. Investment Program/Arbitrage-Rebate Management/Continuing Disclosure.
E. Economic Development Financial Analysis, Program Development and Management, Tax Increment Financing Administration, and Financial Reporting for Brooklyn Park EDA.
F. Other general consulting services as requested by the City's Finance Director and/or the Community Development Director

The services enumerated in this Exhibit A above can be expanded by mutual agreement between the Contractor and City.

EXHIBIT BBR270\24\1049478.v2

FEE SCHEDULES

City of Brooklyn Park
Request for Council Action

Agenda Item:	4.3	**Meeting Date:**	November 24, 2025
Agenda Section:	Consent	**Originating Department:**	Administration
Resolution:	N/A		
Ordinance:	N/A	**Prepared By:**	Devin Montero, City Clerk
Attachments:	1	**Presented By:**	Amy Hanson, Charter Commission Chair
Item:	Set Public Hearing Date for January 5, 2026, to Consider the Recommendation of the Brooklyn Park Charter Commission to Amend Chapter 4, Section 4.07 And Chapter 6, Sections 6.04 and 6.12 of the Home Rule City Charter		

City Manager's Proposed Action:

MOTION _____, SECOND _____ SET PUBLIC HEARING DATE FOR JANUARY 5, 2026, TO CONSIDER THE RECOMMENDATION OF THE BROOKLYN PARK CHARTER COMMISSION TO AMEND CHAPTER 4, SECTION 4.07 AND CHAPTER 6, SECTIONS 6.04 and 6.12 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:

In August 2025, the City Manager received correspondence from staff at the League of Minnesota Cities regarding Charter City Petition Requirements. The League has been contacting charter cities statewide to highlight an important compliance issue related to petition requirements for city residents.

Under Minnesota Rule 8205.1010, all petitions for elections in the state must include a space for signatories to provide their year of birth. This requirement ensures that each individual who signs a petition is a qualified voter within the city.

Upon review, the League noted that the city's existing charter provisions and petition forms did not include a field for the signatory's year of birth.

At its October 8 meeting, the Charter Commission reviewed the charter petition provisions and discussed the requirements set forth in Minnesota Rule 8205.1010. In addition to requiring the inclusion of the signatory's year of birth, the Rule also mandates specific statements related to the voter's oath and public inspection. The Commission requested that the City Attorney review the Rule and determine the necessary updates to the petition forms.

At its November 12 meeting, following discussion of the revised petitions, the Commission voted unanimously to submit proposed ordinance amendments to Chapter 4, Section 4.07, and Chapter 6, Sections 6.04 and 6.12 of the City Charter to the City Council for consideration.

The City Attorney reviewed Rule 8205.1010 and the proposed petition updates and concurs with the Charter Commission's recommendation.

Primary Issues/Alternatives to Consider:

The following is a routine timetable:

November 24	Council set the public hearing
December 4	Public Hearing Notice and text of proposed ordinance is published
January 5, 2026	Public hearing and First Reading of Ordinance Held
January 12	Second Reading of Ordinance Held
January 22	Ordinance Published in Newspaper
April 21	Ordinance becomes effective (90 days after passage and publication)

Publication must be the exact language the Council will vote on.

Budgetary/Fiscal Issues: N/A

Attachments:

4.3A PUBLIC HEARING NOTICE

PUBLIC HEARING NOTICE
CITY OF BROOKLYN PARK

NOTICE IS HEREBY GIVEN that the Brooklyn Park City Council will hold a public hearing in the City Hall Council Chambers, 5200 - 85th Avenue North, Brooklyn Park, MN on Monday, January 5, 2026, at 6:00 p.m. or as soon thereafter as possible.

The purpose of the public hearing will be to consider recommendations of the Brooklyn Park Charter Commission to amend Chapter 4, Section 4.07 and Chapter 6, Sections 6.04 and 6.12 of the Home Rule City Charter as follows:

ORDINANCE #2026-

AN ORDINANCE AMENDING CHAPTER 4, SECTION 4.07 AND CHAPTER 6, SECTIONS 6.04 AND 6.12 OF THE HOME RULE CITY CHARTER

~~Text with strikeouts is proposed for deletion~~.
Text with underline is proposed for insertion.

The City of Brooklyn Park does ordain:

Section 1. Chapter 4, Section 4.07 of the City Charter is amended to read as follows:

SECTION 4.07 NOMINATION PETITIONS

NOMINATION PETITION

We, the undersigned registered voters in the City of Brooklyn Park, hereby nominate _____, whose residence is _____ in the City of Brooklyn Park, for the office of_____ to be voted for at the regular municipal election to be held _____, 20____; and we individually certify that we are qualified registered voters and that we have not signed more nomination petitions of candidates for this office than there are persons to be elected thereto.

SIGNER'S OATH
I swear (or affirm) that I know the contents and purpose of this petition and that I signed this petition only once and of my own free will.

****All information must be filled in by person(s) signing the petition unless disability prevents the person(s) from doing so*****

	~~Name (Legal Signature)~~	~~Print Name~~	~~Address~~	~~Date~~
~~1.~~				
~~2.~~				
~~3.~~				
~~4.~~				
~~5.~~				
~~6.~~				
~~7.~~				
~~8.~~				
~~9.~~				
~~10.~~				

	Name (Legal Signature)	Print Name	Year Of Birth	Address	Date
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

_____, being duly sworn, deposes and says that he/she circulated the foregoing petition containing no more than 10 signatures, and that the signatures appended thereto were made in his/her presence and are the signatures of the persons whose names they purport to be and that such persons signed the petition of their own free will.

_____
(Circulator)

Subscribed and sworn to before me
this _____ day of _____ 20__

_____
Notary Public

This petition, if found insufficient, shall be returned to_____
at_____.

There must also be filed in the office of the City Clerk by the end of the filing period a written statement signed by the person nominated in a nomination petition, indicating his/her willingness to accept the office for which he/she is nominated, which statement should be in substantially the following form:

I hereby indicate my willingness to accept the office of _____ if elected.

_____
(Signature of Candidate) (Date)

All information on this petition is subject to public inspection.

Page ____ of ___

Section 2. Chapter 6, Section 6.04 of the City Charter is amended to read as follows:

SECTION 6.04 FORM OF PETITION AND SIGNATURE PAPERS

INITIATIVE PETITION

Proposing an ordinance to _____ (stating the purpose of the ordinance), a certified copy of which is attached. The following committee of registered voters sponsors this proposed ordinance:

	~~Name (Legal Signature)~~	~~Name Printed~~	~~Address~~	~~Date~~
~~1.~~				
~~2.~~				
~~3.~~				
~~4.~~				
~~5.~~				

	Name (Legal Signature)	Print Name	Year Of Birth	Address	Date
1.					
2.					
3.					
4.					
5.					

The undersigned registered voters, understanding the terms and nature of the ordinance attached, petition the Council for its adoption, or, in lieu thereof, for its submission to the voters for their approval.

SIGNER'S OATH

I swear (or affirm) that I know the contents and purpose of this petition and that I signed this petition only once and of my own free will.

*****All information must be filled in by person(s) signing the petition unless disability prevents the person(s) from doing so*****

	~~Name (Legal Signature)~~	~~Name Printed~~	~~Address~~	~~Date~~
~~1.~~				
~~2.~~				
~~3.~~				

	Name (Legal Signature)	Print Name	Year Of Birth	Address	Date
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

(The affidavit of the person circulating the petition must be attached at the end of the list of signatures.)

All information on this petition is subject to public inspection.

Page ____ of ___

Section 3. Chapter 6, Section 6.12 of the City Charter is amended to read as follows:

SECTION 6.12 FORM OF PETITION AND SIGNATURE PAPERS

REFERENDUM PETITION

Proposing the repeal of an ordinance to _____ (stating the purpose of the ordinance) a certified copy of which is attached. The following committee of registered voters sponsors this proposed repeal:

~~Name (Legal Signature) Name Printed Address Date~~

~~1. _____ _____ _____ _____~~
~~2. _____ _____ _____ _____~~
~~3. _____ _____ _____ _____~~
~~4. _____ _____ _____ _____~~
~~5. _____ _____ _____ _____~~

	Name (Legal Signature)	Print Name	Year Of Birth	Address	Date
1.					
2.					
3.					
4.					
5.					

The undersigned qualified registered voters, understanding the nature of the ordinance attached and believing it to be detrimental to the welfare of the City, petition the Council for its submission to a vote of the voters for their approval or disapproval.

SIGNER'S OATH

I swear (or affirm) that I know the contents and purpose of this petition and that I signed this petition only once and of my own free will.

*****All information must be filled in by person(s) signing the petition unless disability prevents the person(s) from doing so*****

~~Name (Legal Signature) Name Printed Address Date~~

~~1. _____ _____ _____ _____~~
~~2. _____ _____ _____ _____~~
~~3. _____ _____ _____ _____~~

	Name (Legal Signature)	Print Name	Year Of Birth	Address	Date
1.					
2.					

3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

(The affidavit of the person circulating the petition must be attached at the end of the list of signatures.)

All information on this petition is subject to public inspection.

City of Brooklyn Park
Request for Council Action

Agenda Item:	4.4	**Meeting Date:**	November 24, 2025
Agenda Section:	Consent	**Originating Department:**	Operations and Maintenance
Resolution:	X		
Ordinance:	N/A	**Prepared By:**	Marc Culver, Public Works Director
Attachments:	2	**Presented By:**	Marc Culver, Public Works Director
Item:	Approve the Master Services Agreement with OpenGov for Professional Services for Asset Management		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2025-_____ TO APPROVE THE MASTER SERVICES AGREEMENT WITH OPENGOV FOR PROFESSIONAL SERVICES FOR ASSET MANAGEMENT.

Overview:

On September 23, 2024 the City Council adopted a resolution approving a master services agreement with OpenGov, Inc. for professional services related to providing a comprehensive asset management system for the City of Brooklyn Park. That system was turned on in June of this year and included domains, or modules, for managing assets in Parks, Facilities, and the Water Treatment Plant, as well as the Signs and Supports asset which the City currently previously had a license for. This system allows staff to track maintenance activities, life cycles, service calls and other information related to assets in these areas. Tracking these items will provide information to staff to more accurately plan for replacements and better inform the CIP and budget process.

The attached order form and associated agreement expand the asset management to include the remaining assets in the City including traffic signals, streets, trails and sidewalks, stormwater, water distribution, and sanitary sewer. This will be a heavy lift for the Public Works department to implement and incorporate this into our daily work processes but will provide substantial long-term benefits for record keeping, recording institutional knowledge and better managing the long-term CIP for all of our assets.

The Master Services Agreement as presented commits the City to a four-year term with set pricing as shown on the attached order form. The first payment includes the annual Enterprise Asset Management fee of $110,299.99 as well as $96,960 for deployment which includes services for product configuration, data import, and training, for a total of $207,259.99 in 2026.

Years two through four Enterprise Asset Management Fees will be set for $115,815.01 (2027), $121,605.75 (2028) and $127,686.02 (2029). These will be included in the annual operations budgets for Public Works in those years. These costs are split across the following funds with 2026 costs (including implementation) per fund shown below:

Franchise Fee	$69,526.91
Street Light and Signals Utility	$32,760.66
Stormwater Utility	$34,081.96
Sanitary Sewer Utility	$34,081.96
Water Utility	$36,808.50

Primary issues/alternatives to consider:
None

Budgetary/Fiscal Issues:

The recommended 2026 payment of $207,259.99 will be paid across the Franchise Fee Fund, Street Light and Signals Utility, Stormwater Utility, Sanitary Sewer Utility and the Water Utility as detailed above. These costs have been budgeted in 2026 in these funds.

Attachments:

4.4A RESOLUTION
4.4B MASTER SERVICES AGREEMENT

RESOLUTION #2025-

RESOLUTION TO APPROVE THE MASTER SERVICES AGREEMENT WITH OPENGOV FOR PROFESSIONAL SERVICES FOR ASSET MANAGEMENT

WHEREAS, Asset Management is a vital and critical component to maintaining and rehabilitating public infrastructure ; and

WHEREAS, the Minnesota Legislature recently created the Infrastructure Resilience Advisory Task Force which strongly advocates that all public agencies maintain a robust asset management system; and

WHEREAS, the City Council approved a Master Services Agreement with OpenGov, Inc. on September 23, 2024 to implement four domains of the Enterprise Asset Management System; and

WHEREAS, staff has negotiated a Professional Services Agreement referred to as the Master Services Agreement with OpenGov, Inc.to implement an additional six domains in order to add the remaining major asset classes into the asset management system.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park approve the Master Services Agreement with OpenGov for Professional Services for Asset Management and to authorize the Mayor and City Manager to execute the agreement.

OpenGov Inc.
660 3rd Street, Suite 100
San Francisco, CA 94107
United States

Order Form Number:	Q-12311	**Prepared By:**	Elliott Pipkin
Created On:	11/13/2025	**Email:**	epipkin@opengov.com
Order Form Expiration:	11/30/2025	**Contract Term:**	48 Months
Subscription Start Date:	01/01/2026		
Subscription End Date:	12/31/2029		

Customer Information:

Customer:	City of Brooklyn Park, MN	**Contact Name:**	Marc Culver
Bill To/Ship To:	5200 85th Ave. N. Brooklyn Park, Minnesota 55443 United States	**Email:** **Phone:**	marc.culver@brooklynpark.org +1 6122014033

Order Details:

Billing Frequency:	Prepaid
Payment Terms:	Net 30 Days

SOFTWARE SERVICES:

Product Name	Start Date	End Date	Annual Fee
Asset Management Expert Services: Elevate	01/01/2026	12/31/2026	$5,544.00
Signal Domain	01/01/2026	12/31/2026	$16,558.31
Stormwater Domain	01/01/2026	12/31/2026	$17,226.14
Transportation Domain	01/01/2026	12/31/2026	$18,604.22
Walkability Domain	01/01/2026	12/31/2026	$16,536.96
Wastewater Collection	01/01/2026	12/31/2026	$17,226.14
Water Distribution Domain	01/01/2026	12/31/2026	$18,604.22

Asset Management Expert Services: Elevate	01/01/2027	12/31/2027	$5,821.20
Signal Domain	01/01/2027	12/31/2027	$17,386.22
Stormwater Domain	01/01/2027	12/31/2027	$18,087.45
Transportation Domain	01/01/2027	12/31/2027	$19,534.44
Walkability Domain	01/01/2027	12/31/2027	$17,363.81
Wastewater Collection	01/01/2027	12/31/2027	$18,087.45
Water Distribution Domain	01/01/2027	12/31/2027	$19,534.44
Asset Management Expert Services: Elevate	01/01/2028	12/31/2028	$6,112.26
Signal Domain	01/01/2028	12/31/2028	$18,255.53
Stormwater Domain	01/01/2028	12/31/2028	$18,991.82
Transportation Domain	01/01/2028	12/31/2028	$20,511.16
Walkability Domain	01/01/2028	12/31/2028	$18,232.00
Wastewater Collection	01/01/2028	12/31/2028	$18,991.82
Water Distribution Domain	01/01/2028	12/31/2028	$20,511.16
Asset Management Expert Services: Elevate	01/01/2029	12/31/2029	$6,417.87
Signal Domain	01/01/2029	12/31/2029	$19,168.31
Stormwater Domain	01/01/2029	12/31/2029	$19,941.41
Transportation Domain	01/01/2029	12/31/2029	$21,536.71
Walkability Domain	01/01/2029	12/31/2029	$19,143.60

Wastewater Collection	01/01/2029	12/31/2029	$19,941.41
Water Distribution Domain	01/01/2029	12/31/2029	$21,536.71

PROFESSIONAL SERVICES:

Product Name	Start Date	Description	Fee
Professional Services Deployment - Prepaid	01/01/2026	Custom Deployment from OpenGov Professional Services team. Scope-dependent.	$96,960.00

Professional Services Total: $96,960.00

Travel and Expense (Billed as incurred and not to exceed): $6,000.00

Customer Billing/Service Periods:

Period:	Total:
01/01/2026	$207,259.99
01/01/2027	$115,815.01
01/01/2028	$121,605.75
01/01/2029	$127,686.02

Order Form Legal Terms:

This Order Form incorporates the OpenGov Master Services Agreement ("MSA") between Customer and OpenGov dated 9/26/2024.

The "Agreement" consists of the Order Form(s), MSA and, if Professional Services are purchased, the Statement of Work.

Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, 30 days from receipt of the invoice.

By signing this Order Form, Customer acknowledges that it has reviewed and agrees to be legally bound by the Agreement. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the Agreement to the exclusion of all other terms.

City of Brooklyn Park, MN:

Signature:

_____

Name:

_____

Title:

OpenGov, Inc.

Signature:

_____

Name:

_____

Title:

_____

Date:

_____

_____

Date:

_____

Signature:

_____

Name:

_____

Title:

_____

Date:

_____



Statement of Work

City of Brooklyn Park, MN

Creation Date: 10/31/2025
SoW Expiration Date: 12/31/2025
Document Number: PS-10316.1
Created by: Brittany Worthy

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OpenGov Statement of Work

1. Project Scope and Understanding

This Statement of Work ("SOW") outlines the Professional Services OpenGov will provide to City of Brooklyn Park, MN ("Customer") under the applicable Order Form. Professional Services or technical requirements not listed in this SOW are out of scope.

2. Exhibits

The following exhibits are incorporated by reference and are part of this SOW:

2.1. Exhibit 1: Implementation Activities

2.1.1. Enterprise Asset Management

3. OpenGov Responsibilities

OpenGov will provide a framework for planning, communication, progress tracking, and coordination for activities in Exhibit 1. In collaboration with Customer, OpenGov will develop and maintain the Project Plan. The "Project Plan" is a detailed, living document that defines how the project will be executed, including tasks, timelines, milestones, and team assignments. OpenGov will monitor progress against the Project Plan, coordinate adjustments to tasks and schedules as needed, and conduct status meetings as agreed to by the parties. OpenGov will provide weekly status reports, a Project Charter, and a RAID register (Risks, Actions, Issues, and Decisions). The "Project Charter" is a high-level document outlining the project's purpose, goals, key stakeholders, success criteria, and major milestones.

4. Customer Responsibilities

The Customer will appoint a primary point of contact with authority to make binding decisions ("Customer's Project Manager"). This person will coordinate internal resources, assign subject matter experts ("SMEs"), and oversee implementation. Responsibilities include attending status meetings, making timely decisions, providing requested information, escalating issues internally, and collaborating on the Project Plan and Change Order process, if applicable.

Customer acknowledges that the success of this project is contingent on its full participation. Customer must provide data within ten (10) business days of a request, maintain consistent data formats and access throughout the project, and allocate the necessary Customer resources and time to support deliverables and meet agreed-upon timelines.

Any failure by Customer to meet its responsibilities under this SOW (each, a "Customer Delay") will automatically suspend the affected obligations of OpenGov for the duration of the Customer Delay and for a reasonable restart period

thereafter. All affected milestones, delivery dates, and service-level commitments will be extended on a day-for-day basis (or as otherwise reasonably necessary) to account for the Customer Delay, and may result in an adjustment of the fees if OpenGov incurs additional time, materials, or other costs as a result. Under no circumstances will any consequence of a Customer Delay constitute a breach by OpenGov of this SOW or of the Agreement, nor will OpenGov be liable for any failure to meet a performance obligation that is caused, in whole or in part, by a Customer Delay.

5. Project Delivery

OpenGov will perform services under this SOW remotely and provide up to two (2) onsite trips for project-related activities. Customer will provide a suitable workspace, including a conference room with attendee capacity, non-public Wi-Fi, and AV equipment. Travel expenses are estimated not to exceed $6,000. OpenGov may use a combination of OpenGov personnel and OpenGov-trained implementation partners to deliver the services described in this SOW.

6. Estimated Schedule

The estimated duration of this work is ten (10) months. The specific timeline, including order of delivery of the suite(s), will be determined during the project planning activities in the Initiate Phase. Services are estimated to begin within two (2) weeks and no later than four (4) weeks from contract signature. OpenGov reserves the right to adjust the schedule based on the availability of Customer or OpenGov resources, and the timeliness of deliverables provided by the Customer.

7. Acceptance Procedure

OpenGov will submit completed deliverables to the Customer's Project Manager for review. Within five (5) business days of receipt, the Customer's Project Manager will either provide written acceptance or a list of requested revisions. In the event there are requested revisions, the subsequent review period for acceptance will follow the same timeline until final acceptance. If Customer does not respond within this period, the deliverable will be deemed accepted. Once a deliverable is accepted, any requested changes will require a paid Change Order.

Acceptance milestones and review timelines will be tracked in the Project Plan. Both parties acknowledge that delays in task completion or unresolved issues may impact the project timeline. If OpenGov determines in good faith that Customer is not fulfilling its responsibilities under this SOW, OpenGov may place services on hold following a minimum of five (5) business days' written notice. The notice will

specify the actions needed to progress the project. During the hold period, OpenGov may reallocate resources without penalty and will not be responsible for resulting delays.

8. Modifications

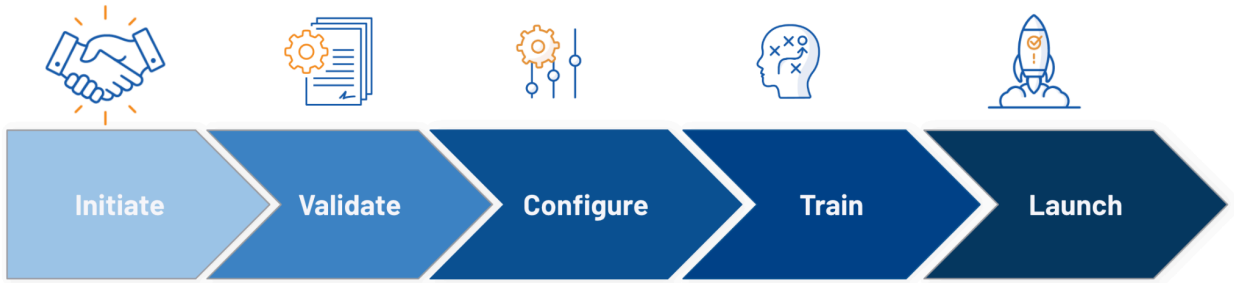
The fees and estimated timeline are based on the scope and assumptions in this SOW. If either party determines that a change to the scope is necessary, the parties will collaborate to define the required modification, which may result in fee adjustments based on OpenGov's standard rates. All modifications must be documented in a written Change Order and signed by both parties ("Change Order"). Examples of changes include revisions to the project timeline, deliverables, or resource allocation.

9. Communication and Escalation Procedure

OpenGov and Customer agree to maintain regular communication in alignment with the Project Plan to ensure progress, resolve questions promptly, and minimize risk. Both parties will raise any issues or concerns in a timely manner. If challenges are not resolved through standard project discussions, Customer and OpenGov Project Managers will escalate to their respective executive leadership teams to jointly determine a resolution and align on a path to successful implementation.

Exhibit 1: Implementation Activities

OpenGov Implementation Methodology Overview



Every OpenGov implementation follows a five-phase hybrid methodology designed to ensure a structured and collaborative deployment. The phases are:

1. Initiate – OpenGov provisions access and performs initial system setup.
2. Validate – OpenGov works with the Customer to confirm requirements and review initial configurations.
3. Configure – OpenGov completes system configuration as outlined in this SOW.
4. Train – OpenGov provides training to system administrators and/or end users, as applicable.
5. Launch – OpenGov provides post-go-live support and transitions the Customer to OpenGov's Customer Success Team.

Each implementation is structured around these phases. Deliverables, sign-offs, and completion criteria are aligned to the relevant phase.

Enterprise Asset Management

Use Cases Build for Enterprise Asset Management:

- Transportation
- Walkability
- Signals
- Stormwater
- Water Distribution
- Wastewater Collection / Sanitary Sewer

Initiate

OpenGov will:

- Setup a hosted sandbox and a hosted production OpenGov Asset Management environment, if one does not already exist

- Conduct one (1) remote session to review customer assets (see asset section below), source data, GIS capabilities, ESRI authentication, and single sign on identity provider (if applicable).

OpenGov Assumptions:

- OpenGov assumes that the customer is responsible for performing quality control measures on its data in EAM.

Completion Criteria:

- The project kicked off with an initial project timeline delivered.

Validate

OpenGov will:

- Provide a three-day (3-day) onsite validation workshop to increase our understanding of Customer business and functional goals. Through workshops and interviews, OpenGov will identify best fit scenarios for OpenGov Asset Management and provide a brief including any challenges as well as recommendations for OpenGov Asset Management best practices relevant to Customer implementation.
- Provide a template file to be utilized by Customer staff to populate resources, libraries, and users/roles data that OpenGov will import into OpenGov Enterprise Asset Management.
- Provide up to two (2) remote sessions for Customer technical GIS staff to configure Esri Feature Services for the bidirectional GIS integration and authentication.

Completion Criteria:

- Completion of validation workshop.

Configure

Configurations

OpenGov will:

- Provide configuration services, including:
  - Up to ten (10) custom fields and up to two (2) custom layouts per asset type listed in the Assets section below
  - Up to thirty (30) custom fields and up to ten (10) custom layouts to be utilized in any of the shared areas of the system, such as Tasks
  - Up to twenty (20) automations
  - Up to twenty (20) preventative maintenance plans
- Provide configuration services related to MS4 workflows, including:
  - Up to forty (40) custom fields and up to two (2) custom layouts to be utilized for MS4 inspections
  - Up to two (2) automations
  - Up to five (5) reports to be defined during requirements gathering

- Provide up to six (6) sessions of configuration review to ensure configurations resulting from the requirement gathering workshop effectively support all workflows and processes discussed, and to reinforce such configurations with customer stakeholders to adequately prepare to train-the-trainer training.

OpenGov Assumptions:

- Implementation of any custom modification developed by OpenGov; your internal staff; or any third-party is not included in the scope of this project unless specifically listed above.

Data Services

OpenGov will:

- Provide one sandbox and one production data load service through standard import/export functionality. OpenGov will provide template documents for data population. Once populated by Customer staff, OpenGov will load the data into Customer sandbox or production OpenGov Asset Management environment. Data loads may include data such as:
    - Parent level asset records
    - Asset location (spatial x/y) attributes
    - Parent level resource (Labor, Equipment Material, Vendor) records
    - Resource Rate (Labor, Equipment, Material) records
    - Standard system libraries

OpenGov Assumptions:

- OpenGov assumes that the customer is responsible for performing quality control measures on its data in EAM.
- Data conversion services from other software system(s) or sources (including Navigator databases) are not included in the scope of this project unless specifically listed above.

Assets

OpenGov will:

- Provide installation and training on the following asset types:
    - Transportation (8)
        - Bridge; Light Fixture; Pavement; Sign; Guardrail; Marking; Pavement Area; Support
    - Walkability (7)
        - ADA Ramp; Pavement Area: Sign; Tree; Light Fixture; Sidewalk; Support
    - Signals (8)
        - Preemption; Signal Cabinet; Signal Head; Traffic Camera; Signalized Intersection; Signal Controller; Signal Monitor; Traffic Detector
    - Stormwater (9)
        - Storm Basin; Storm Channel; Storm Culvert; Storm Facility; Storm Inlet; Storm Manhole; Storm Outlet; Storm Pipe; Storm Pump
    - Water Distribution (9)

        - Water Backflow; Water Facility; Water Hydrant; Water Lateral; Water Main; Water Meter; Water Pump; Water Valve; Water Storage Tank
    - Wastewater Collection / Sanitary Sewer (7)
        - Sewer Cleanout; Sewer Facility; Sewer Force Main; Sewer Lateral; Sewer Main; Sewer Manhole; Sewer Pump

Completion Criteria:

- Customer sign-off on ability to login and access to the sandbox.

Train

Foundational Training

- Provide remote train-the-trainer training, up to two (2) hours, on overall system navigation and functionality to help familiarize Customer staff with the software environment and its common functions. Training topics include:
    - Dashboards
    - Standard KPI/ROI Gadgets
    - Logins/Permission
    - Layers
    - Filters
    - Maps
    - Grids
    - System Navigation
    - Views (List & Detail)
    - Standard Reports
    - Attachments
    - Requests, Work, Assets, Resources, Reports, and Administrator Tabs

OpenGov assumptions:

- OpenGov assumes that the customer is responsible for testing its workflows, automations, integrations, and configurations within the EAM and will update the configurations as part of its testing and training activities.

Train the Trainer Training Event

- Provide a four-day (4-day) onsite "train-the-trainer" training event. The training agenda will be defined and agreed upon by both OpenGov and Customer project manager. To avoid redundancy, and to utilize service time efficiently, training may cover a subset of the assets listed in the Asset section of the scope. Topics may include any of the following:
    - Request Management:
        - Requests
        - Requesters
        - Task Creation from Requests

- Issue library (including settings such as Applies to Asset and Non-Location)
- OpenGov recommended best practices for Request and Requester Management

o Work Management:
- Create Task(s) (Asset/Non-Asset)
- Assignments (Add, Edit, Remove)
- Task Menu Actions
- Related Work Items
- Create Work Order
- Associate Task to WO
- Repeat Work Orders
- Work Order Menu Actions
- Enter Resources
- Timesheets
- Activity library (including settings such as Applies to Asset, Inspection, Key Dates, Cost, and Productivity)
- OpenGov recommended best practices for Work Management

o Asset Management:
- Asset Details
- Preventative Maintenance Plans
- Inspections
- Linked assets (if applicable)
- Container/Component Relationships (if applicable)
- OpenGov recommended best practices for Asset Management

o Resource Management:
- Resource Details
- Labor/Equipment Rates
- Material Management (Stock, Usage, Adjustments)
- Vendor Price Quotes
- OpenGov recommended best practices for Resource Management

o OpenGov Mobile:
- Overall system functionality (Navigation, Interface, Maps, Attachments, Sorting)
- Work Management
  - Create and Update Tasks (Asset/Non-Asset)
  - Assign Tasks
  - Enter Resources
  - Inspections
- Asset Management
  - Create and Update Assets
- Request Management
  - View and Update Requests
  - View Requester information
  - Create Task from Request
- OpenGov recommended best practices for mobile device use

- Administrator:
  - Administrator:
    - User Administration, Role Administration, Asset Administration, Record Filter Administration, Import/Export, Scheduled Process Log, Error Log
  - Settings:
    - System Settings, Map Administration, Geocode Settings, GIS Integration settings, Asset Color Manager
  - Manager:
    - Layout Manager, Library Manager, Preventative Maintenance, Asset Condition Manager, Notification Manager, Structure Manager, Automation Manager

Core Training:

- Provide remote train-the-trainer training, up to two (2) sessions on OpenGov Asset Builder. Training topics include:
  - OpenGov Asset Management Administrator
    - Structure Manager
    - Library Manager
    - Layout Manager
    - User/Role Configurations
  - OpenGov recommended best practices for expanding the system's use and/or building assets
- Provide Preventative Maintenance Plans remote train-the-trainer training, up to two (2) sessions. Training topics include:
  - Preventative Maintenance
  - OpenGov recommended best practices for proactive asset management
- Provide Advanced Inspections, Asset Condition Manager, and Asset Risk remote train-the-trainer training, up to three (3) sessions. Training topics include:
  - Performance Management
    - Prediction Groups
    - Minimum Condition Groups
    - Activities and Impacts
    - Criticality Factor
    - Install/Replaced Dates
  - Business Risk Exposure
    - Risk
    - Consequence of Failure
    - Probability of Failure
  - OpenGov recommended best practices for Asset Risk Functionality , advanced inspections and condition management
- Provide up to twelve (12) hours of PCI training to assure proper collection and loading of condition data into the OpenGov Enterprise Asset Management solution and remove the

need for OpenGov to load data on the Customer's behalf. OpenGov will provide remote training on the import process for PCI inspection data, including:

- Tasks
- Distress Samples
- Inspections
- Distresses
- Condition Categories
- Data validation related to ASTM standards

Completion Criteria

- Core Training and train-the-trainer has been conducted.

Launch

OpenGov will:

- Provide remote, up to eight (8) hours, web conferences, of working sessions to answer any questions following solution acceptance.

Completion Criteria:

- Go Live Support has been conducted.



Statement of Work

Expert Services

City of Brooklyn Park, MN

Creation Date: 10/31/2025
SoW Expiration Date: 12/31/2025
Document Number: PS-10316.1
Created by: Brittany Worthy

Introduction

This Statement of Work (SOW) outlines the terms and scope of OpenGov Expert Services to be provided by OpenGov to City of Brooklyn Park, MN (the "Customer") pursuant to the applicable Order Form. The objective of this SOW is to define the engagement framework and responsibilities of both parties to ensure the successful execution of the expert services.

1. Scope of Services

1. Service Overview:
   - 1.1. Expert services for the operation, monitoring, and optimization of Enterprise Asset Management.
   - 1.2. Access to OpenGov Professional Services resources for post-implementation activities (e.g.training, consulting, configuration, or staff augmentation).
   - 1.3. Elevate is the base expert services level offering foundational guidance and assistance.
   - 1.4. OpenGov will perform the work under this SOW remotely unless on-site activities are explicitly selected in the annual plan.
   - 1.5. If on-site activities are selected, the Customer is responsible for paying travel expenses as incurred on a quarterly basis. If applicable, the not to exceed amount for the quoted expenses will be included on the Project Charter.
   - 1.6. OpenGov will use personnel and resources located across the United States, and may also include OpenGov-trained implementation partners to support the delivery of services.
2. Key Activities:
   - 2.1. Annual planning session within the first 30 days of the contract year to define the activities to be completed that year and resources allocated to those activities.
   - 2.2. The Project Charter is defined as the annual plan of activities, tasks, assignments, timeline, and milestones to be performed by OpenGov and Customer within the contract year.
   - 2.3. Creation of a Project Charter between OpenGov and Customer outlining the agreed upon expert services for that year. Once the Project Charter timeline is mutually agreed upon, any changes will require a Change Order per Section 6.
3. Timeline
   - 3.1. Expert Services are delivered annually per the Order Form, with a contract year potentially shorter than twelve months if specified on the Order Form.
4. OpenGov Responsibilities
   - 4.1. Assign qualified personnel to perform the agreed upon activities.
   - 4.2. Ensure timely and professional execution of deliverables as outlined in the Project Charter.

4.3. Maintain clear and regular communication with the Customer as needed for planning and execution of agreed upon activities.

4.4. In the event of requested changes to the Project Charter, a change order will be drafted and sent to Customer for signature.

5. Customer Responsibilities

5.1. Assist OpenGov in coordinating and attend the annual planning session within the first 30 days of a new subscription term.

5.2. Provide access to the relevant personnel, systems, and data per activities defined in the Project Charter.

5.3. Review and approve deliverables within a timely manner as outlined in the Project Charter.

5.4. Designate a point of contact for ongoing communication and decision-making.

5.5. Submit a change order request if changes to the Project Charter are needed.

6. Change Order Process

6.1. Any change to the scope as outlined in the Project Charter must be agreed to in writing by both Customer and OpenGov, and documented via a Change Order.

6.2. Verbal agreement is not binding on OpenGov or Customer.

6.3. A Change Order is defined as work that is added to or deleted from the original scope of this SOW.

City of Brooklyn Park
Request for Council Action

Agenda Item:	4.5	**Meeting Date:**	November 24, 2025
Agenda Section:	Consent	**Originating Department:**	Public Works
Resolution:	X		
Ordinance:	N/A	**Prepared By:**	Mitch Robinson, City Engineer
Attachments:	3	**Presented By:**	Mitch Robinson, City Engineer
Item:	Approve Purchase of Poles and Mast Arms for the Reconstruction of the Traffic Signal at the 109th Ave / Highway 169 Intersection from Millerbernd Manufacturing Company; CIP 4014		

City Manager's Proposed Action:

MOTION_____, SECOND_____, TO WAIVE THE READING AND ADOPT RESOLUTION #2025_____ APPROVING PURCHASE OF POLES AND MAST ARMS FOR THE RECONSTRUCTION OF THE TRAFFIC SIGNAL AT THE 109TH AVENUE / HIGHWAY 169 INTERSECTION FROM MILLERBERND MANUFACTURING COMPANY; CIP 4014

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. Brooklyn Park is the lead agency for this portion of the project that will focus on improvements near Highway 169. The design of the signal system is progressing and is to the point (90% design plans) where the signal poles and mast arms can be ordered.

If the city orders the signal poles and mast arms in advance, the city can eliminate the signal contractor markup, receive 2025 prices, ensure that these materials will be available to allow for the signal to be made operational in the summer of 2026 and ensure that each item will be consistent with city standards. If the city instead follows the traditional route of including these items in the bid package for the signal contractor, the signal operation may be delayed until the fall of 2026 or later.

The city's consultant for this project (WSB, Inc.) contacted the only two traffic signal equipment suppliers in the upper Midwest. One of the suppliers is currently unable to meet the city's pole design standards. Thus, only Millerbernd Manufacturing Company from Winsted, Minnesota was able to provide us with a quote. Their quote of $278,522 is reasonable given the size of the signal system.

The City Purchasing Manual and state law allow Sole Source purchases. The City Attorney indicated it would be permissible to purchase this equipment from Millerbernd Manufacturing Company under these circumstances.

Therefore, staff recommends the City Council approve the purchase of poles and mast arms for the reconstruction of the traffic signal at the 109th Ave and Highway 169 for CIP 4014 from Millerbernd Manufacturing Company.

Primary Issues / Alternatives to Consider:

The advance purchasing of the signal poles and mast arms will save the city money and also result in the signal becoming operational sooner.

Budgetary / Fiscal Issues:

The project is in the 2025-2029 CIP at a current estimated cost of $3,284,800 including the traffic signal pole costs. The cost will be funded through State bonding funds, regional solicitation and Municipal State Aid funds.

Attachments:

4.7A RESOLUTION
4.7B LOCATION MAP
4.7C PRICE QUOTE

RESOLUTION #2025-

RESOLUTION APPROVING PURCHASING OF POLES AND MAST ARMS FOR THE RECONSTRUCTION OF THE TRAFFIC SIGNAL AT THE 109TH AVENUE / HIGHWAY 169 INTERSECTION FROM MILLERBERND MANUFACTURING COMPANY; CIP 4014

WHEREAS, CIP 4014 will reconstruct 109th Ave near the Highway 169 intersection with Brooklyn Park as the lead agency; and

WHEREAS, the traffic conditions at the 109th Ave/Highway 169 intersection meet the signal installation requirements documented in the Minnesota Manual on Uniform Traffic Control Devices; and

WHEREAS, the plans are to the point where the signal poles and mast arms can be advance purchased and this action would save the city money and result in the signal being made operational sooner; and

WHEREAS, the city requested bids from signal equipment manufacturers to provide the poles and mast arms and received one quote from Millerbernd Manufacturing for $278,522 as the only firm to meet the city requirements at this time, and

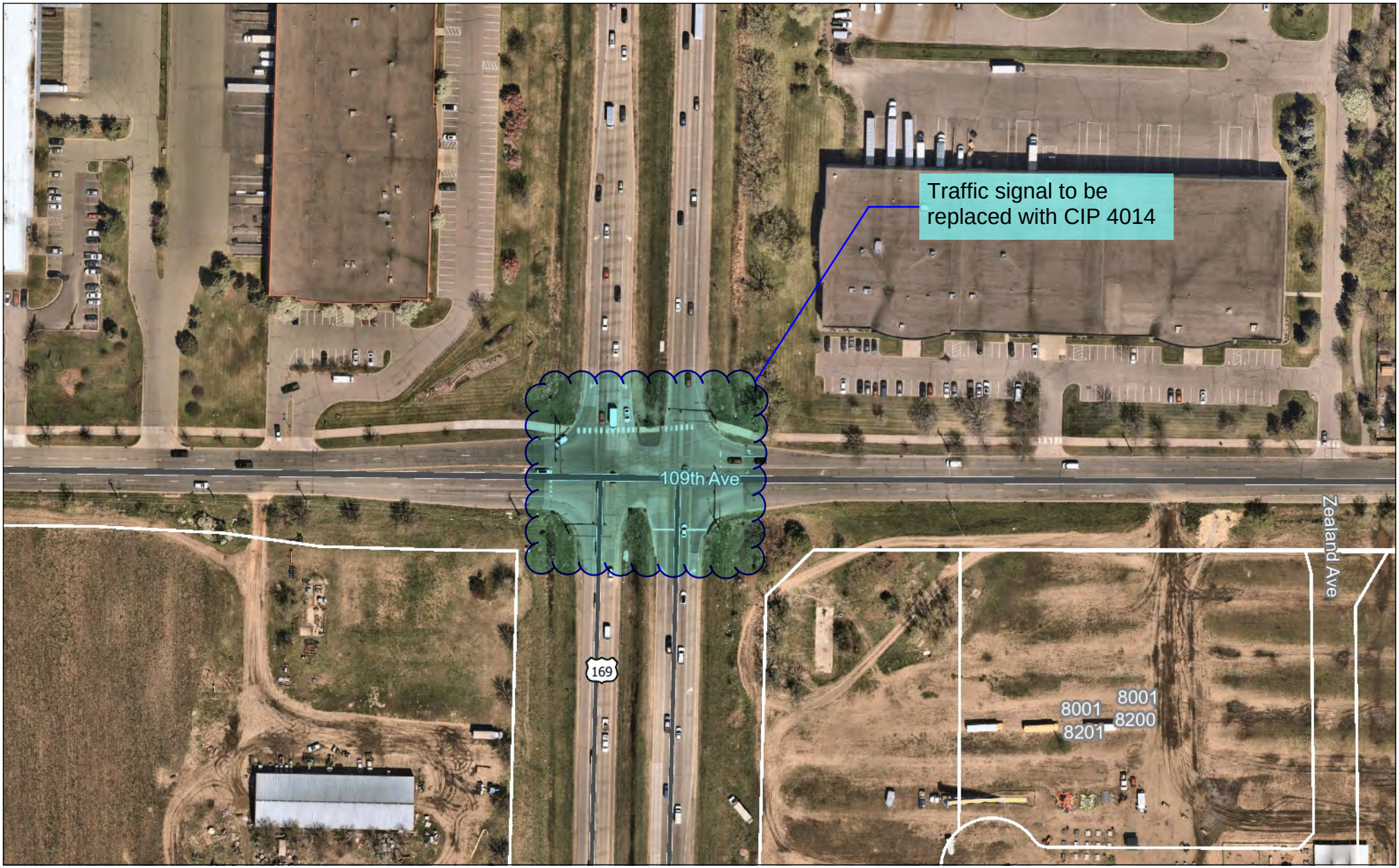
WHEREAS, the City Attorney and City Engineer have reviewed this quote and the proposed purchasing process and finds it to be legal and reasonable.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park to authorize the Mayor and City Manager to approve purchasing of the traffic signal poles and mast arms for the proposed traffic signal at the 109th Avenue / Highway 169 intersection from Millerbernd Manufacturing Company.

CityView map

11/18/2025

Brooklyn Park
Unique. United. Undiscovered.



Map Scale = 1: 1,810

151 ft 1 in

Map provided by the City of Brooklyn Park, MN. This map is for general reference only. It is not for legal, engineering, or surveying use. Please contact the sources of the information if you desire more details. www.brooklynpark.org

MILLERBERND MANUFACTURING COMPANY
622 6th St S
Winsted MN 55395
United States
Phone: 320-485-2111

MILLERBERND

Quote Number: 165340

QUOTE

Quote To:

WSB
701 Xenia Ave S
STE 300
Golden Valley MN 55416
United States

Phone: 612-360-1300 Fax:

Date: 10/20/2025

Expires: 12/4/2025

Reference: MN CHAMPLIN PHASE 2 TH 169 &

Sales Person: Sarah Kapping

Fax:

1) Quoted prices are valid for 45 days. Prices are subject to change on orders that are not released within 90 days from the date of the original purchase order.

2) Quotation is subject to acceptance at time of order placement. Quoted unit prices are based on total quantities listed in their entirety. Any variation in quantities or split purchase orders may result in additional charges.

3) This quotation is based upon Millerbernd Manufacturing Company Current Standard Terms and Conditions of sale located at https://www.millerbernd.com/terms-conditions.

4) F.O.B. Delivery Site-freight is included in pricing structure.

5) Please be advised delivery will be based on manufacturing lead times at time of release and may differ from quoted lead time.

USD

Line	Part Description	Rev Drawing	Expected Qty	Unit Price	Ext. Price
2	TS-A-70-X16-9-40-5-PTZ A1		1.00 EA	83,665.00	83,665.00
3	TS-A-60-X16-9-40 A3		1.00 EA	68,708.00	68,708.00
4	TS-A-70-X16-9-40 A4		1.00 EA	80,393.00	80,393.00
5	TS-A-55-X16-9-40 A6		1.00 EA	45,756.00	45,756.00

MILLERBERND MANUFACTURING COMPANY
622 6th St S
Winsted MN 55395
United States
Phone: 320-485-2111

Quote Number: 165340

QUOTE

Page: 2 of 2

Lines Total	278,522.00
Total Taxes	0.00
Line Miscellaneous Charges	0.00
Quote Miscellaneous Charges	0.00
Quote Total	**278,522.00**

City of Brooklyn Park
Request for Council Action

Agenda Item:	4.6	**Meeting Date:**	November 24, 2025
Agenda Section:	Consent	**Originating Department:**	Police
Resolution:	X		
Ordinance:	N/A	**Prepared By:**	Stephanie Heiberger, Police
Attachments:	2	**Presented By:**	Chief Mark Bruley
Item:	Accept Community Policing Development Grant Supporting Agencies Seeking Accreditation		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2025-_____ TO ACCEPT A COMMUNITY POLICING DEVELOPMENT GRANT SUPPORTING AGENCIES SEEKING ACCREDITATION

The Police Department applied for and received a grant from the Department of Justice Office of Community Oriented Policing (COPS Office) under Community Policing Development: Supporting Agencies Seeking Accreditation. The award provides $142,488 over a two-year period to support a temporary accreditation manager position.

The award allows the Department to pursue accreditation through the Minnesota Law Enforcement Accreditation Program. The process involves a rigorous review of our policies, procedures and operations to ensure they meet professional best practices. Accreditation will help build public trust by promoting transparency, consistency, and accountability in our department. With our current staffing shortage, grant funding to support a dedicated accreditation manager is essential to advancing this important initiative.

Primary Issues/Alternatives to Consider:

Without grant funding, the Police Department still intends to pursue accreditation; however, this would have to be accomplished by existing staff. Due to staffing levels and capacity, this project would take significantly longer without dedicated personnel.

Budgetary/Fiscal Issues:

Due to the need to create a job posting, we do not anticipate any grant funds will be expended until early 2026.

Attachments:

4.6A RESOLUTION
4.6B AWARD PACKAGE

RESOLUTION #2025-

RESOLUTION TO ACCEPT A COMMUNITY POLICING DEVELOPMENT GRANT SUPPORTING AGENCIES SEEKING ACCREDITATION

WHEREAS, the police department applied for a grant from the Department of Justice Office of Community Oriented Policing; and

WHEREAS, the grant award was in the amount of $142,488 over two years for the purpose of pursing accreditation with the Minnesota Law Enforcement Accreditation Program; and

WHEREAS, accreditation will help build public trust by promoting transparency, consistency, and accountability in the police department.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park to accept a Community Policing Development grant supporting agencies seeking accreditation.

Department of Justice (DOJ)

Office of Community Oriented Policing Services (COPS Office)

Washington, D.C. 20531

Name and Address of Recipient:	CITY OF BROOKLYN PARK 5200 85TH AVE N
City, State and Zip:	MINNEAPOLIS, MN 55443
Recipient UEI:	MUTWF37ZH2D5

Project Title: FY25 CPD LEA Accrd - CITY OF BROOKLYN PARK, MN	**Award Number:** 15JCOPS-25-GG-00694-PPSE
Solicitation Title: FY25 Community Policing Development: Supporting Agencies Seeking Accreditation	
Federal Award Amount: $142,488.00	**Federal Award Date:** 10/10/25

Awarding Agency:	Office of Community Oriented Policing Services
Award Type:	Initial
Funding Instrument Type:	Grant

Opportunity Category: D
Assistance Listing:
16.710 - Public Safety Partnership and Community Policing Grants

Project Period Start Date: 10/1/25	**Project Period End Date:** 9/30/27
Budget Period Start Date: 10/1/25	**Budget Period End Date**: 9/30/27

Project Description:
The Brooklyn Park Police Department, which serves Minnesota's sixth-largest city, is seeking funding to pursue accreditation through the Minnesota Law Enforcement Accreditation Program. This process involves a rigorous review of our policies, procedures, and operations to ensure they meet professional best practices. Accreditation will help build public trust by promoting transparency, consistency, and accountability in our department. With a current staffing shortage of over 20%, grant funding to support a dedicated accreditation manager is essential to advancing this important initiative.

Award Letter

October 10, 2025

Dear Mark Bruley,

On behalf of Attorney General Pamela Bondi, it is my pleasure to inform you the Office of Community Oriented Policing Services (the COPS Office) has approved the application submitted by CITY OF BROOKLYN PARK for an award under the funding opportunity entitled 2025 FY25 Community Policing Development: Supporting Agencies Seeking Accreditation. The approved award amount is $142,488.
Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the

award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by the COPS Office, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Cory D. Randolph
COPS Acting Director

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project

Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

UEI
MUTWF37ZH2D5

ORI Number

Street 1
5200 85TH AVE N

Street 2

City
MINNEAPOLIS

State/U.S. Territory
Minnesota

Zip/Postal Code
55443

Country
United States

County/Parish

Province

Award Details

Federal Award Date
10/10/25

Award Type
Initial

Award Number
15JCOPS-25-GG-00694-PPSE

Supplement Number
00

Federal Award Amount
$142,488.00

Funding Instrument Type
Grant

Assistance Listing Number	Assistance Listings Program Title
16.710	Public Safety Partnership and Community Policing Grants

Statutory Authority

The Public Safety Partnership and Community Policing Act of 1994, 34 U.S.C. § 10381 et seq

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title
2025 FY25 Community Policing Development:

Supporting Agencies Seeking Accreditation

Application Number
GRANT14438151

Grant Manager Name	Phone Number	E-mail Address
Matthew Lysakowski	202-598-0727	matthew.lysakowski@usdoj.gov

Project Title
FY25 CPD LEA Accrd - CITY OF BROOKLYN PARK, MN

Performance Period Start Date	Performance Period End Date
10/01/2025	09/30/2027

Budget Period Start Date	Budget Period End Date
10/01/2025	09/30/2027

Project Description
The Brooklyn Park Police Department, which serves Minnesota's sixth-largest city, is seeking funding to pursue accreditation through the Minnesota Law Enforcement Accreditation Program. This process involves a rigorous review of our policies, procedures, and operations to ensure they meet professional best practices. Accreditation will help build public trust by promoting transparency, consistency, and accountability in our department. With a current staffing shortage of over 20%, grant funding to support a dedicated accreditation manager is essential to advancing this important initiative.

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

A financial analysis of budgeted costs has been completed. All costs listed in the approved budget below were programmatically approved based on the final proposed detailed budget and budget narratives submitted by your agency to the COPS Office. Any adjustments or edits to the proposed budget are explained below.

Budget Clearance Date: 9/19/25 4:12 PM

Comments
No items

Budget Summary

Budget Category	Proposed Budget	Change	Approved Budget	Percentage
Sworn Officer Positions:	$0	$0	$0	
Civilian or Non-Sworn Personnel:	$142,488	-$55,045	$87,443	

Travel:	$0	$0	$0	
Equipment:	$0	$0	$0	
Supplies:	$0	$0	$0	
SubAwards:	$0	$0	$0	
Procurement Contracts:	$0	$0	$0	
Other Costs:	$0	$55,045	$55,045	
Total Direct Costs:	$142,488	$0	$142,488	
Indirect Costs:	$0	$0	$0	
Total Project Costs:	$142,488	$0	$142,488	
Federal Funds:	$142,488	$0	$142,488	100.00%
Match Amount:	$0	$0	$0	0.00%
Program Income:	$0	$0	$0	0.00%

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1
Restrictions on Internal Confidentiality Agreements: No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. Full-Year Continuing Appropriations and Extensions Act, 2025, Public Law 119-4; Further Consolidated Appropriations Act, 2024, Public Law 118-47, Division B, Title VII, Section 742.

Condition 2
Compliance with 8 U.S.C. § 1373: Authority to obligate or expend contingent on compliance with this condition. State or local government entity recipients of this award, and any subrecipient of this award at any tier that is an entity of a State or of a unit of local government, must comply with 8 U.S.C. §1373, which provides that such entities may not prohibit, or in any way restrict, any government entity or official from sending to, receiving from, maintaining, or exchanging information regarding citizenship or immigration status, lawful or unlawful, of any individual with components of the U.S. Department of Homeland Security or any other federal, state or local government entity. This includes any prohibitions or restrictions imposed or established by a State or local government entity or official.

Any obligations or expenditures of a recipient or subrecipient that are impermissible under this condition shall be unallowable costs for purposes of this award.

References to the Immigration and Naturalization Service in 8 U.S.C. 1373 are to be read, as a legal matter, as references to components of the U.S. Department of Homeland Security.

Condition 3
Federal Civil Rights and Nondiscrimination Laws (certification): The recipient agrees that its compliance with all applicable Federal civil rights and nondiscrimination laws is material to the government's decision to make this award and any payment thereunder, including for purposes of the False Claims Act (31 U.S.C. 3729-3730 and 3801-3812), and, by accepting this award, certifies that it does not operate any programs (including any such programs having components relating to diversity, equity, and inclusion) that violate any applicable Federal civil rights or nondiscrimination laws.

Condition 4
Federal Laws, Presidential Memoranda, and Executive Orders: Recipients of grant funding must comply with all applicable federal laws and Presidential Memoranda and all Executive Orders by the President.

Condition 5
Award Monitoring Activities: Federal law requires that recipients receiving federal funding from the COPS Office must be monitored to ensure compliance with their award conditions and other applicable statutes and regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office include site visits, enhanced office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Office award recipient, you agree to cooperate with and respond to any requests for information pertaining to your award. This includes all financial records, such as general accounting ledgers and all supporting documents. All information pertinent to the implementation of the award is subject to agency review throughout the life of the award, during the close-out process and for three-years after the submission of the final expenditure report. 2 C.F.R. §§ 200.334 and 200.337, and, as applicable, 34 U.S.C. § 10385(a).

Condition 6
Authorized Representative Responsibility: The recipient understands that, in accepting this award, the Authorized Representatives declare and certify, among other things, that they possess the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accept (or adopt) all material requirements throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

Condition 7
Contract Provision: All contracts made by the award recipients under the federal award must contain the provisions required under 2 C.F.R. Part 200, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Please see appendices in the Award Owner's Manual for a full text of the contract provisions.

Condition 8
Award Owner's Manual: The recipient agrees to comply with the terms and conditions in the applicable award year COPS Office Program Award Owner's Manual; DOJ Grants Financial Guide; COPS Office statute (34 U.S.C. § 10381, et seq.) as applicable; Students, Teachers, and Officers Preventing (STOP) School Violence Act of 2018 (34 U.S.C. § 10551, et seq.) as applicable; the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), including subsequent changes, as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101; 48 C.F.R. Part 31 (FAR Part 31) as applicable (Contract Cost Principles and Procedures); the Cooperative Agreement as applicable; representations made in the application; and all other applicable program requirements, laws, orders, regulations, or circulars.

Failure to comply with one or more award requirements may result in remedial action including, but not limited to, withholding award funds, disallowing costs, suspending, or terminating the
award, or other legal action as appropriate.

Should any provision of a condition of this award be held to be invalid or unenforceable by its terms, then that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law (to any person or circumstance) under this award. Should it be held, instead, that a condition (or a provision thereof) is of utter invalidity or unenforceability, such condition (or such provision) shall be deemed severable from this award.

Condition 9
Federal Civil Rights: The recipient and any subrecipient must comply with applicable federal civil rights and nondiscrimination statutes and regulations including: Section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d), as implemented in Subparts C and D of 28 C.F.R. Part 42; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as implemented in Subpart G of 28 C.F.R. Part 42; section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681), as implemented in Subpart D of 28 C.F.R. Parts 42 and 54; section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102), as implemented in Subpart I of 28 C.F.R. Part 42; and section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)), as implemented in Subpart D of 28 C.F.R. Part 42. In addition to applicable federal statutes and regulations that pertain to civil rights and nondiscrimination, the recipient and any subrecipient must comply with the requirements in 28 C.F.R. Parts 22 (Confidentiality of Identifiable Research and Statistical Information); 28 C.F.R. Part 23 (Criminal Intelligence Systems Operating Policies); 28 C.F.R. Part 38 (Partnerships with Faith-Based and Other Neighborhood Organizations); and 28 C.F.R. Part 46 (Protection of Human Subjects). For an overview of the civil rights laws and nondiscrimination requirements in connection with your award, please see https://www.ojp.gov/program/civil-rights/overview.

Condition 10
Duplicative Funding: The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.

Condition 11
Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and COPS Office authority to terminate award): The recipient and subrecipient agree to comply with the following requirements of 2 C.F.R. Part 175, Appendix A to Part 175 – Award Term:
I. Trafficking in Persons
(a) Provisions applicable to a recipient that is a private entity. (1) Under this award, the
recipient, its employees, subrecipients under this award, and subrecipient's employees must not engage in:
(i) Severe forms of trafficking in persons;
(ii) The procurement of a commercial sex act during the period of time that this award
or any subaward is in effect;
(iii) The use of forced labor in the performance of this award or any subaward; or
(iv) Acts that directly support or advance trafficking in persons, including the following acts:
(A) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
(B) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
(1) Exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant or cooperative agreement; or
(2) The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;
(C) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
(D) Charging recruited employees a placement or recruitment fee; or
(E) Providing or arranging housing that fails to meet the host country's housing and safety standards.
(2) The Federal agency may unilaterally terminate this award or take any remedial
actions authorized by 22 U.S.C. 7104b(c), without penalty, if any private entity under this award:
(i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or
(ii) Has an employee that is determined to have violated a prohibition in paragraph
(a)(1) of this this appendix through conduct that is either:
(A) Associated with the performance under this award; or
(B) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, ''OMB
Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),'' as implemented by DOJ at 2 C.F.R. Part 2867.
(b) Provision applicable to a recipient other than a private entity. (1) The Federal agency
may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C.
7104b(c), without penalty, if a subrecipient that is a private entity under this award:
(i) Is determined to have violated a prohibition in paragraph (a)(1) of this

appendix; or
(ii) Has an employee that is determined to have violated a prohibition in paragraph (a)(1) of this appendix through conduct that is either:
(A) Associated with the performance under this award; or
(B) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, ''OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),'' as implemented by 2 C.F.R. Part 2867.
(c) Provisions applicable to any recipient.
(1) The recipient must inform the Federal agency and the Inspector General of the Federal agency immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a)(1) of this appendix.
(2) The Federal agency's right to unilaterally terminate this award as described in paragraphs (a)(2) or (b)(1) of this appendix:
(i) Implements the requirements of 22 U.S.C. 78, and
(ii) Is in addition to all other remedies for noncompliance that are available to the Federal agency under this award.
(3) The recipient must include the requirements of paragraph (a)(1) of this award term in any subaward it makes to a private entity.
(4) If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).
(d) Definitions. For purposes of this award term:
Employee means either:
(1) An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this award; or
(2) Another person engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing
requirements.
Private Entity means any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.
The terms ''severe forms of trafficking in persons,'' ''commercial sex act,'' ''sex trafficking,'' ''Abuse or threatened abuse of law or legal process,'' ''coercion,'' ''debt bondage,'' and ''involuntary servitude'' have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

Condition 12
Termination: Recipient understands and agrees that the COPS Office may terminate funding, in whole or in part, for the following reasons:
(1) When the recipient fails to comply with the terms and conditions of a Federal award.
(2) When the recipient agrees to the termination and termination conditions.
(3) When the recipient provides the COPS Office written notification requesting termination including the reasons, effective date, and the portion of the award to be terminated. The COPS Office may terminate the entire award if the remaining portion will not accomplish the purposes of the award.
(4) Pursuant to any other award terms and conditions, including, when an award no longer effectuates the program goals or agency priorities to the extent such termination is authorized by law.
2. C.F.R. § 200.340.

Condition 13
Recipient Integrity and Performance Matters: For awards over $500,000, the recipient agrees to comply with the following requirements of 2 C.F.R. Part 200, Appendix XII to Part 200 – Award Term and Condition for Recipient Integrity and Performance Matters:
I. Reporting of Matters Related to Recipient Integrity and Performance
(a) General Reporting Requirement.
(1) If the total value of your active grants, cooperative agreements, and procurement contracts from all Federal agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient must ensure the information available in the responsibility/qualification records through the System for Award Management (SAM.gov), about civil, criminal, or administrative proceedings described in paragraph (b) of this award term is current and complete. This is a statutory requirement under section 872 of Public Law 110–417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111– 212, all information posted in

responsibility/qualification records in SAM.gov on or after April 15, 2011 (except past performance reviews required for Federal procurement contracts) will be publicly available.
(b) Proceedings About Which You Must Report.
(1) You must submit the required information about each proceeding that—
(i) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
(ii) Reached its final disposition during the most recent five-year period; and
(iii) Is one of the following—
(A) A criminal proceeding that resulted in a conviction;
(B) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;
(C) An administrative proceeding that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or
(D) Any other criminal, civil, or administrative proceeding if—
(1) It could have led to an outcome described in paragraph (b)(1)(iii)(A) through (C);
(2) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
(3) The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.
(c) Reporting Procedures. Enter the required information in SAM.gov for each proceeding described in paragraph (b) of this award term. You do not need to submit the information a second time under grants and cooperative agreements that you received if you already provided the information in SAM.gov because you were required to do so under Federal procurement contracts that you were awarded.
(d) Reporting Frequency. During any period of time when you are subject to the requirement in paragraph (a) of this award term, you must report proceedings information in SAM.gov for the most recent five-year period, either to report new information about a proceeding that you have not reported previously or affirm that there is no new information to report. If you have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000, you must disclose semiannually any information about the criminal, civil, and administrative proceedings.
(e) Definitions. For purposes of this award term—
Administrative proceeding means a nonjudicial process that is adjudicatory in nature to make a determination of fault or liability (for example, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with the performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere. Total value of currently active grants, cooperative agreements, and procurement contracts includes the value of the Federal share already received plus any anticipated Federal share under those awards (such as continuation funding).

Condition 14
Reporting Subawards and Executive Compensation: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 170, Appendix A to Part 170 – Award Term:
I. Reporting Subawards and Executive Compensation
(a) Reporting of first-tier subawards—(1) Applicability. Unless the recipient is exempt as provided in paragraph (d) of this award term, the recipient must report each subaward that equals or exceeds $30,000 in Federal funds for a subaward to an entity or Federal agency. The recipient must also report a subaward if a modification increases the Federal funding to an amount that equals or exceeds $30,000. All reported subawards should reflect the total amount of the
subaward.
(2) Reporting Requirements. (i) The entity or Federal agency must report each subaward
described in paragraph (a)(1) of this award term to the Federal Funding Accountability
and Transparency Act Subaward Reporting System (FSRS) at http://www.fsrs.gov.
(ii) For subaward information, report no later than the end of the month following the month in which the subaward was issued. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).
(b) Reporting total compensation of recipient executives for entities—(1) Applicability. The recipient must report the total compensation for each of the recipient's five most highly compensated executives for the preceding completed fiscal year if:
(i) The total Federal funding authorized to date under this Federal award equals or

exceeds $30,000;
(ii) in the preceding fiscal year, the recipient received:
(A) 80 percent or more of the recipient's annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and
(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and,
(iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)
(2) Reporting Requirements. The recipient must report executive total compensation described in paragraph (b)(1) of this appendix:
(i) As part of the recipient's registration profile at https://www.sam.gov.
(ii) No later than the month following the month in which this Federal award is made, and annually after that. (For example, if this Federal award was made on November 7,
2025, the executive total compensation must be reported by no later than December 31,
2025.)
(c) Reporting of total compensation of subrecipient executives—(1) Applicability. Unless a first-tier subrecipient is exempt as provided in paragraph (d) of this appendix, the recipient must report the executive total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:
(i) The total Federal funding authorized to date under the subaward equals or exceeds
$30,000;
(ii) In the subrecipient's preceding fiscal year, the subrecipient received:
(A) 80 percent or more of its annual gross revenues from Federal procurement contracts
(and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and,
(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal awards (and subawards) subject to the Transparency Act; and
(iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see
the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)
(2) Reporting Requirements. Subrecipients must report to the recipient their executive total compensation described in paragraph
(c)(1) of this appendix. The recipient is required to submit this information to the
Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at http://www.fsrs.gov no later than the end of the month following the month in which the subaward was made. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).
(d) Exemptions. (1) A recipient with gross income under $300,000 in the previous tax year is exempt from the requirements to report:
(i) Subawards, and
(ii) The total compensation of the five most highly compensated executives of any subrecipient.
(e) Definitions. For purposes of this award term:
Entity includes:
(1) Whether for profit or nonprofit:
(i) A corporation;
(ii) An association;
(iii) A partnership;
(iv) A limited liability company;
(v) A limited liability partnership;
(vi) A sole proprietorship;
(vii) Any other legal business entity;
(viii) Another grantee or contractor that is not excluded by subparagraph (2); and
(ix) Any State or locality;
(2) Does not include:
(i) An individual recipient of Federal financial assistance; or
(ii) A Federal employee.

Executive means an officer, managing partner, or any other employee holding a management position.
Subaward has the meaning given in 2 CFR200.1.
Subrecipient has the meaning given in 2CFR 200.1.
Total Compensation means the cash and noncash dollar value an executive earns during an entity's preceding fiscal year. This includes all items of compensation as prescribed in 17 CFR 229.402(c)(2).

Condition 15
Assurances and Certifications: The recipient acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its application.

Condition 16
Conflict of Interest: Recipients and subrecipients must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in 2 C.F.R. § 200.112.

Condition 17
Debarment and Suspension: The recipient agrees not to award federal funds under this program to any party which is debarred or suspended from participation in federal assistance programs. 2 C.F.R. Part 180 (Government-wide Nonprocurement Debarment and Suspension) and 2 C.F.R. Part 2867 (DOJ Nonprocurement Debarment and Suspension).

Condition 18
Equal Employment Opportunity Plan (EEOP): Please see the Office for Civil Rights website https://www.ojp.gov/eeop-notice for current information on the recipient's responsibilities related to the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan.

Condition 19
Employment Eligibility: The recipient agrees to complete and keep on file, as appropriate, the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States. Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603.

Condition 20
Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information: Recipients and subrecipients agree not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he or she reasonably believes is evidence of gross mismanagement of a federal contract or award, a gross waste of federal funds, an abuse of authority relating to a federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award. Recipients and subrecipients also agree to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see appendices in the Award Owner's Manual for a full text of the statute.

Condition 21
False Statements: False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law. 31 U.S.C. § 3729-3733.

Condition 22
Mandatory Disclosure: Recipients and subrecipients must timely disclose in writing to the Federal awarding agency or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Recipients that receive an award over $500,000 must also report certain civil, criminal, or administrative proceedings in SAM and are required to comply with the Term and Condition for Recipient Integrity and Performance Matters as set out in 2 C.F.R. Part 200, Appendix XII to Part 200. Failure to make required disclosures can result in any of the remedies, including suspension and debarment, described in 2 C.F.R. § 200.339. 2 C.F.R. § 200.113.

Condition 23
Reports/Performance Goals: To assist the COPS Office in monitoring and tracking the performance of your award, your agency will be responsible for submitting semi-annual programmatic performance reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425). 2 C.F.R. §§ 200.328 - 200.329. The performance report is used to track your agency's progress in implementing the award, and, as applicable, community policing strategies including gauging the effectiveness of your agency's community policing capacity. The Federal Financial Report is used to track the expenditures of the recipient's award funds on a cumulative basis throughout the life of the award.

Condition 24
System for Award Management (SAM.gov) and Universal Identifier Requirements: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 25, Appendix A to Part 25 – Award Term:
I. System for Award Management (SAM.gov) and Universal Identifier Requirements
(a) Requirement for System for Award Management. (1) Unless exempt from this requirement under 2 CFR 25.110, the recipient must maintain a current and active registration in SAM.gov. The recipient's registration must always be current and active until the recipient submits all final reports required under this Federal award or receives the final payment, whichever is later. The recipient must review and update its information in SAM.gov at least annually from the date of its initial registration or any subsequent updates to ensure it is current, accurate, and complete. If applicable, this includes identifying the recipient's immediate and highest-level owner and subsidiaries and providing information about the recipient's predecessors that have received a Federal award or contract within the last three years.
(b) Requirement for Unique Entity Identifier (UEI). (1) If the recipient is authorized to make subawards under this Federal award, the recipient:
(i) Must notify potential subrecipients that no entity may receive a subaward until the entity has provided its UEI to the recipient.
(ii) Must not make a subaward to an entity unless the entity has provided its UEI to the
recipient. Subrecipients are not required to complete full registration in SAM.gov to obtain a UEI.
(c) Definitions. For the purposes of this award term:
System for Award Management (SAM.gov) means the Federal repository into which a
recipient must provide the information required for the conduct of business as a recipient. Additional information about registration procedures may be found in SAM.gov (currently at https://www.sam.gov).
Unique entity identifier means the universal identifier assigned by SAM.gov to uniquely identify an entity.
Entity is defined at 2 CFR 25.400 and includes all of the following types as defined
in 2 CFR 200.1:
(1) Non-Federal entity;
(2) Foreign organization;
(3) Foreign public entity;
(4) Domestic for-profit organization; and
(5) Federal agency.
Subaward has the meaning given in 2 CFR 200.1.
Subrecipient has the meaning given in 2 CFR 200.1.

Condition 25
Additional High-Risk Recipient Requirements: The recipient agrees to comply with any additional requirements that may be imposed during the award performance period if the awarding agency determines that the recipient is a high-risk recipient. 2 C.F.R. § 200.208.

Condition 26
Allowable Costs: The funding under this award is for the payment of approved costs for program-specific purposes. The allowable costs approved for your agency's award are limited to those listed in your agency's award package. In accordance with 2 C.F.R. § 200.400(g), the recipient or subrecipient must not earn or keep any profit resulting from the award. Your agency may not use award funds for any costs not identified as allowable in the award package.

Condition 27
Training Guiding Principles: Any training or training materials developed or delivered with award funding provided by the Office of Community Oriented Policing Services is to adhere to the following guiding principles –

1. Trainings must comply with applicable law.
In developing and conducting training under the award, recipients (and any subrecipients) shall not violate the Constitution or any federal law, including any law prohibiting discrimination.

2. The content of trainings and training materials must be accurate, appropriately tailored, and focused.
The content of training programs must be accurate, useful to those being trained, and well matched to the program's stated objectives. Training materials used or distributed at trainings must be accurate, relevant, and consistent with these guiding principles.

3. Trainers must be well?qualified in the subject area and skilled in presenting it.
Trainers must possess the subject?matter knowledge and the subject?specific training experience necessary to meet th

4. Trainers must demonstrate the highest standards of professionalism.
Trainers must comport themselves with professionalism. While trainings will necessarily entail varying teaching styles, techniques, and degrees of formality, as appropriate to the particular training goal, professionalism demands that trainers instruct in the manner that best communicates the subject matter while conveying respect for all.

Condition 28
Computer Network Requirement: The recipient understands and agrees that no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this requirement limits the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities. Full-Year Continuing Appropriations and Extensions Act, 2025, Public Law 119-4; Consolidated Appropriations Act, 2024, Public Law 118-42, Division C, Title V, Section 527.

Condition 29
Evaluations: The COPS Office may conduct monitoring or sponsor national evaluations of its award programs. The recipient agrees to cooperate with the monitors and evaluators. 34 U.S.C. § 10385(b).

Condition 30
Extensions: Recipients may request an extension of the award period to receive additional time to implement their award program. Such extensions do not provide additional funding. Only those recipients that can provide a reasonable justification for delays will be granted no-cost extensions. Extension requests must be received prior to the end date of the award. 2 C.F.R. §§ 200.308(f)(10) and 200.309.

Condition 31
Human Subjects Research: The recipient agrees to comply with the provisions of the U.S. Department of Justice’s common rule regarding Protection of Human Subjects, 28 C.F.R. Part 46, prior to the expenditure of Federal funds to perform such activities, if applicable. The recipient also agrees to comply with 28 C.F.R. Part 22 regarding the safeguarding of individually identifiable information collected from research participants.

Condition 32
Modifications: Award modifications are evaluated on a case-by-case basis in accordance with 2 C.F.R. § 200.308(i). For federal awards in excess of the simplified acquisition threshold (currently, $250,000), any modification request involving the reallocation of funding between budget categories that exceed or are expected to exceed 10 percent (10%) of the total approved budget requires prior written approval by the COPS Office. Regardless of the federal award amount or budget modification percentage, any reallocation of funding is limited to approved budget categories. In addition, any budget modification that changes the scope of the project requires prior written approval by the COPS Office.

Condition 33
The Paperwork Reduction Act Clearance and Privacy Act Review: Recipient agrees, if required, to submit all surveys, interview protocols, and other information collections to the COPS Office for submission to the Office of Management and Budget (OMB) for clearance under the Paperwork Reduction Act (PRA). Before submission to OMB, all information collections that request personally identifiable information must be reviewed by the COPS Office to ensure compliance with the Privacy Act. The Privacy Act compliance review and the PRA clearance process may take several

months to complete. 44 U.S.C. §§ 3501-3520 and 5 U.S.C. § 552a.

Condition 34
Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment: Recipient agrees that it, and its subrecipients, will not use award funds to extend, renew, or enter into any contract to procure or obtain any covered telecommunication and video surveillance services or equipment as described in 2 CFR §200.216. Covered services and equipment include telecommunications or video surveillance services or equipment produced or provided by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); or an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of China. The use of award funds on covered telecommunications or video surveillance services or equipment are unallowable.
2. C.F.R. § § 200.216 & 471. See also Section 889 of the John S. McCain National Defense Authorization Act of Fiscal Year 2019, Public Law 115-232.

Condition 35
Sole Source Justification: Recipients who have been awarded funding for the procurement of an item (or group of items) or service in excess of the simplified acquisition threshold (currently, $250,000) and who plan to seek approval for use of a noncompetitive procurement process must provide a written sole source justification to the COPS Office for approval prior to obligating, expending, or drawing down award funds for that item or service. 2 C.F.R. § 200.325(b)(2).

Condition 36
Supplementing, not Supplanting: State, local, and tribal government recipients must use award funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for award purposes (hiring, training, purchases, and/or activities) during the award period. In other words, state, local, and tribal government recipients may not use COPS Office funds to supplant (replace) state, local, or BIA funds that would have been dedicated to the COPS Office-funded item(s) in the absence of the COPS Office award. 34 U.S.C. § 10384(a).

Condition 37
Travel Costs: Travel costs for transportation, lodging and subsistence, and related items are allowable with prior approval from the COPS Office. Payment for allowable travel costs will be in accordance with 2 C.F.R. § 200.475.

Condition 38
Copyright: If applicable, the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award in accordance with 2 C.F.R. § 200.315(b). The COPS Office reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use the work, in whole or in part (including create derivative works), for Federal Government purposes, and to authorize others to do so. The COPS Office also reserves the right, at its discretion, not to publish deliverables and other materials developed under this award as a U.S. Department of Justice resource.

Products and deliverables developed with award funds and published as a U.S. Department of Justice resource will contain the following copyright notice:

“This resource was developed under a federal award and may be subject to copyright. The U.S. Department of Justice reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use the work for Federal Government purposes and to authorize others to do so. This resource may be freely distributed and used for noncommercial and educational purposes only.”

Condition 39
Requirement to report actual or imminent breach of personally identifiable information (PII).

The recipient (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2

C.F.R. 200.1) within the scope of a COPS Office grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to the recipient's COPS Office Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Condition 40
Domestic preferences for procurements: Recipient agrees that it, and its subrecipients, to the greatest extent practicable, will provide a preference for the purchase, acquisition, or use of goods, products, and materials produced in, and services offered in, the United States. 2. C.F.R. § 200.322 and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers, January 25, 2021.

Condition 41
Public Release Information: The recipient agrees to submit one copy of all reports and proposed publications resulting from this award ninety (90) days prior to public release. Any publications (written, curricula, visual, sound, or websites) or computer programs, whether or not published at government expense, shall contain the following statement:

"This project was supported, in whole or in part, by federal award number [YYYY-XX-XXXX] awarded to [Entity] by the U.S. Department of Justice, Office of Community Oriented Policing Services. The opinions contained herein are those of the author(s) or contributor(s) and do not necessarily represent the official position or policies of the U.S. Department of Justice. References to specific individuals, agencies, companies, products, or services should not be considered an endorsement by the author(s), contributor(s), or the U.S. Department of Justice.

Condition 42
The recipient understands that one or more cost items within the approved budget is subject to further programmatic review. The recipient agrees not to obligate, expend, or draw down funds for these specific cost items until the COPS Office issues an Award Condition Modification (ACM) which will remove this award condition and release the identified funds. The partial withholding is specific to cost items requiring further review and will not impact use of the remaining funding. For additional information on the specific cost item(s) that are pending programmatic review, please contact the COPS Office Program Manager.

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent

information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
COPS Acting Director	Cory D. Randolph	9/29/25 8:02 PM

Authorized Representative

☐ Declaration and Certification (Law Enforcement Executive/Program Official)

Entity Acceptance

Title of Authorized Entity Official
no value

Name of Authorized Entity Official
no value

Signed Date And Time
no value

☐ Declaration and Certification (Government Executive/Financial Official)

Entity Acceptance

Title of Authorized Entity Official
City Manager

Name of Authorized Entity Official
no value

Signed Date And Time
no value

City of Brooklyn Park
Request for Council Action

Agenda Item:	4.7	**Meeting Date:**	November 24, 2025
Agenda Section:	Consent	**Originating Department:**	Police
Resolution:	X		
Ordinance:	N/A	**Prepared By:**	Stephanie Heiberger, Police
Attachments:	3	**Presented By:**	Chief Mark Bruley
Item:	Approval of State of Minnesota Joint Powers Agreement and Court Data Services Subscriber Addendum with the City of Brooklyn Park Police Department on Behalf of Its Prosecuting Attorney and Police Department		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2025-_____ APPROVING THE MASTER JOINT POWERS AGREEMENT AND COURT DATA SERVICES SUBSCRIBER ADDENDUM FOR THE STATE OF MINNESOTA AND THE CITY OF THE BROOKLYN PARK POLICE DEPARTMENT ON BEHALF OF ITS PROSECUTING ATTORNEY AND POLICE DEPARTMENT.

Overview

This agreement is between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension (BCA) and the City of Brooklyn Park on behalf of its Prosecuting Attorney.

According to Minn. Stat. § 471.59, the BCA and the City of Brooklyn Park Police Department are empowered to engage in such agreements as are necessary to exercise their powers. Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data communications network to benefit criminal justice agencies in Minnesota. The Prosecuting Attorney is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit criminal justice agencies in performing their duties. The Brooklyn Park Police Department wants to access these data in support of its criminal justice duties. The purpose of this agreement is to create a method by which the Brooklyn Park Police Department and its Prosecuting Attorney have access to those systems and tools, including eCharging, for which it has eligibility, and to acknowledge and honor the requirements to obtain access and the limitations on the access.

This agreement specifically grants our agency permission to use all current and future BCA systems and tools for which we are eligible within the criminal justice data communications network (CJDN).

Primary Issues/Alternatives to Consider:

The Council may authorize execution of the joint powers agreement, which is necessary for the Police Department and Prosecuting Attorney to continue to utilize the CJDN. All sworn and non-sworn employees that utilize this information system are required by BCA Policy to receive training, be tested and certified to access this system. The Police Department strictly adheres to that policy.

If the Council chooses not to authorize the execution of the Joint Powers Agreement, the Police Department and Prosecuting Attorney would not have access to CJDN. Discontinuing access to this network would severely hinder the police department in fulfilling a substantial amount of law enforcement activities, including gathering appropriate information for proper investigation, officer safety information for patrol personnel, running criminal histories, identifying individuals involved in an incident, processing cases for prosecution, reporting stolen vehicles, missing persons, and much more.

Budgetary/Fiscal Issues: N/A

Attachments:

4.7A RESOLUTION
4.7B STATE OF MINNESOTA JOINT POWERS AGREEMENT CRIMINAL JUSTICE AGENCY
4.7C COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

RESOLUTION #2025-

RESOLUTION APPROVING THE MASTER JOINT POWERS AGREEMENT AND COURT DATA SERVICES SUBSCRIBER ADDENDUM FOR THE STATE OF MINNESOTA AND THE CITY OF BROOKLYN PARK POLICE DEPARTMENT ON BEHALF OF ITS PROSECUTING ATTORNEY AND POLICE DEPARTMENT

WHEREAS, the City of Brooklyn Park, on behalf of its Prosecuting Attorney and Police Department, desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools, including eCharging, over the five-year life of the agreement and obligates the City to pay the costs for the network connection; and

WHEREAS, that the State of Minnesota Joint Powers Agreements, by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Brooklyn Park on behalf of its Prosecuting Attorney and Police Department, are hereby approved; and

WHEREAS, the Police Chief Mark Bruley, or his successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State; and

WHEREAS, Attorney Michael Colich of Colich and Associates, or his successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park to approve the State of Minnesota Joint Powers Agreement and Court Data Services Subscriber Addendum with the State of Minnesota on behalf of the City of Brooklyn Park Prosecuting Attorney and Police Department

State of Minnesota
Joint Powers Agreement

This Agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the City of Brooklyn Park on behalf of its Police Department ("Governmental Unit"). The BCA and the Governmental Unit may be referred to jointly as “Parties.”

Recitals

Under Minn. Stat. § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data communications network to benefit political subdivisions as defined under Minn. Stat. § 299C.46, subd. 2 and subd. 2(a). The Governmental Unit is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this Agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized political subdivisions in performing their duties. The Governmental Unit wants to access data in support of its official duties.

The purpose of this Agreement is to create a method by which the Governmental Unit has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

1.1 Effective Date. This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.

1.2 Expiration Date. This Agreement expires five years from the date it is effective.

2 Agreement Between the Parties

2.1 General Access. BCA agrees to provide Governmental Unit with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Governmental Unit is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

2.2 Methods of Access.

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

A. **Direct access** occurs when individual users at the Governmental Unit use the Governmental Unit’s equipment to access the BCA’s systems and tools. This is generally accomplished by an individual user entering a query into one of BCA’s systems or tools.

B. **Indirect Access** occurs when individual users at the Governmental Unit go to another Governmental Unit to obtain data and information from BCA’s systems and tools. This method of access generally results in the Governmental Unit with indirect access obtaining the needed data and information in a physical format like a paper report.

C. **Computer-to-Computer System Interface** occurs when the Governmental Unit’s computer exchanges data and information with BCA’s computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Governmental Unit employees or contractors may use any of these methods to use BCA’s systems and tools as described in this Agreement. Governmental Unit will select a

method of access and can change the methodology following the process in Clause 2.10.

2.3 Federal Systems Access. In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Governmental Unit with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

2.4 Governmental Unit Policies. Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system**,** and validation. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at https://bcanextest.x.state.mn.us/launchpad/.

2.5 Governmental Unit Resources. To assist Governmental Unit in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at https://bcanextest.x.state.mn.us/launchpad/cjisdocs/docs.cgi?cmd=FS&ID=795&TYPE=DOCS.

2.6 Access Granted.

A. Governmental Unit is granted permission to use all current and future BCA systems and tools for which Governmental Unit is eligible. Eligibility is dependent on Governmental Unit (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Governmental Unit's written request for use of a specific system or tool.

B. To facilitate changes in systems and tools, Governmental Unit grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Governmental Unit needs to meet its criminal justice obligations and for which Governmental Unit is eligible.

2.7 Future Access. On written request from the Governmental Unit, BCA also may provide Governmental Unit with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Governmental Unit agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.

2.8 Limitations on Access. BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

2.9 Supersedes Prior Agreements. This Agreement supersedes any and all prior agreements between the BCA and the Governmental Unit regarding access to and use of systems and tools provided by BCA.

2.10 Requirement to Update Information. The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving the Governmental Unit as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

2.11 Transaction Record. The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Governmental Unit conducted a

particular transaction.

If Governmental Unit uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Governmental Unit's method of access is a computer-to-computer interface as described in Clause 2.2C, the Governmental Unit must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If a Governmental Unit accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Governmental Unit must have a transaction record of all subsequent access to the data that are kept by the Governmental Unit. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court Information Access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Governmental Unit if the Governmental Unit completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by the Governmental Unit under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Governmental Unit's access to and/or submission of the Court Records delivered through the BCA systems and tools.

2.13 Vendor Personnel Screening. The BCA will conduct all vendor personnel screening on behalf of Governmental Unit as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Governmental Unit.

3 Payment

The Governmental Unit currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. The bills are sent annually for a total annual cost of Five Thousand Five Hundred Twenty Dollars ($5,520.00).

The Governmental Unit will identify its contact person for billing purposes, and will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is the person below, or her successor:

Name: Diane Bartell, Deputy Superintendent
Address: Minnesota Department of Public Safety; Bureau of Criminal Apprehension
1430 Maryland Avenue
Saint Paul, MN 55106

Telephone: 651.793.2590
Email Address: Diane.Bartell@state.mn.us

The Governmental Unit's Authorized Representative is the person below, or his/her successor:

Name: Mark Bruley, Chief
Address: 5400 85th Ave N
Brooklyn Park, MN 55443
Telephone: 763.493.8222
Email Address: mark.bruley@brooklynpark.org

5 Assignment, Amendments, Waiver, and Agreement Complete

5.1 Assignment. Neither party may assign nor transfer any rights or obligations under this Agreement.

5.2 Amendments. Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.

5.3 Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

5.4 Agreement Complete. This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws, governs the Governmental Unit's liability.

7 Audits

7.1 Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

7.2 Under applicable state and federal law, the Governmental Unit's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

7.3 If the Governmental Unit accesses federal databases, the Governmental Unit's records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.

7.4 If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA: the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.

7.5 To facilitate the audits required by state and federal law, Governmental Unit is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

8.1 BCA and Governmental Unit. The Governmental Unit and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.

8.2 Court Records. If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Governmental Unit comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of Alleged Violations; Sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Governmental Unit.

9.1 Investigation. The Governmental Unit and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Governmental Unit and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When Governmental Unit becomes aware that a violation has occurred, Governmental Unit will inform BCA subject to any restrictions in applicable law.

9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Governmental Unit internal discipline processes, including those governed by a collective bargaining agreement.

9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Governmental Unit must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Governmental Unit and BCA's determination controls.

9.2.2 If BCA determines that Governmental Unit has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Governmental Unit. As part of the agreement between the Court and

the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Governmental Unit. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Governmental Unit understands that if it has signed the Court Data Services Subscriber Amendment and if Governmental Unit's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Governmental Unit also understands that reinstatement is only at the direction of the Court.

9.3.2 Governmental Unit further agrees that if Governmental Unit believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Governmental Unit may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Governmental Unit is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: Liability; Audits; Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and Venue.

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The Parties indicate their agreement and authority to execute this Agreement by signing below.

1. GOVERNMENTAL UNIT

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
As delegated to the Office of State Procurement

By: _____

Date: _____

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment ("Subscriber Amendment") is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, ("BCA") and the City of Brooklyn on behalf of its Police Department ("Agency"), and by and for the benefit of the State of Minnesota acting through its State Court Administrator's Office ("Court") who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 264733, of even or prior date, for Agency use of BCA systems and tools (referred to herein as "the CJDN Subscriber Agreement"). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers ("Master Authorization Agreement") between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions**. Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **"Authorized Court Data Services"** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers ("Master Authorization Agreement") between the Court and the BCA.

b. **"Court Data Services"** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. "**Court Records**" means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

i. "**Court Case Information**" means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.

ii. "**Court Confidential Case Information**" means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.

iii. "**Court Confidential Security and Activation Information"** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.

iv. "**Court Confidential Information**" means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. "**DCA**" shall mean the district courts of the state of Minnesota and their respective staff.

e. "**Policies & Notices**" means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber's use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. "**Rules of Public Access**" means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records or Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. "**Court**" shall mean the State of Minnesota, State Court Administrator's Office.

h. **"Subscriber"** shall mean the Agency.

i. "**Subscriber Records**" means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation**. Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection**. Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services**. The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties

required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS. Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. Court Data Services Programs. Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. Court Data Services Databases. Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. Marks. Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks “MNCIS” and “Odyssey.”

d. Restrictions on Duplication, Disclosure, and Use. Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber’s receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

4. COURTS
Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____

City of Brooklyn Park
Request for Council Action

Agenda Item:	4.8	**Meeting Date:**	November 24, 2025
Agenda Section:	Consent	**Originating Department:**	Fire Department
Resolution:	N/A		
Ordinance:	N/A	**Prepared By:**	Shawn Conway, Fire Chief
Attachments:	1	**Presented By:**	Shawn Conway
Item:	Joint Powers Agreement with the Bureau of Criminal Apprehension		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO ADOPT THE ATTACHED JOINT POWERS AGREEMENT BETWEEN THE CITY OF BROOKLYN PARK AND THE BUREAU OF CRIMINAL APPREHENSION.

Overview:

All entities and organizations that access state and federal criminal history record information [CHRI] through the Minnesota Bureau of Criminal Apprehension must have an executed non-criminal justice agency Joint Powers Agreement (NCJA JPA) with the BCA. The attached agreement details various requirements of state and federal law addressing the access, transfer, usage, safeguarding and destruction of criminal history data. This contract will bind both parties and is required for your agency to obtain and use criminal history record information.

Primary Issues/Alternatives to Consider:

Budgetary/Fiscal Issues: N/A

Attachments:

4.8A JOINT POWERS AGREEMENT

Joint Powers Agreement
State of Minnesota
Federal Background Checks

ORI – NCJMN0140
SWIFT Contract # 260636

This Agreement is between the State of Minnesota, acting through its commissioner of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the City of Brooklyn Park on behalf of its Fire Department ("Governmental Unit").

Recitals

1 Under Minnesota Statutes § 471.59, the BCA and Governmental Unit are empowered to engage in such agreements as are necessary to exercise their powers.

2 The BCA is the State Identification Bureau for the State of Minnesota and is responsible for fingerprint identification services including submission of civil, fingerprint-based background checks to the Federal Bureau of Investigation ("FBI") subsequent to conducting Minnesota records checks.

3 The Governmental Unit has a state statute, Minnesota Statutes, § 299F.035, that has been approved by the United States Attorney General as compliant with Public Law 92-544.

4 The Governmental Unit wants to access federal data in support of its duties to conduct background checks as provided by law.

5 The purpose of this Joint Powers Agreement is to memorialize the requirements for Governmental Unit to obtain access and the limitations that apply to the information that Governmental Unit obtains.

Agreement

1 Term of Agreement

1.1 Effective Date. This Agreement is effective on the date the BCA obtains all required signatures under Minnesota Statutes § 16C.05, subdivision 2.

1.2 Expiration Date. This Agreement expires five years from the date it is effective.

2 Agreement Between the Parties

2.1 Request Submission. Governmental Unit agrees that it will collect fingerprints from those individuals for whom a Minnesota and federal fingerprint-based background check will be conducted. Governmental Unit will forward the fingerprints and other documentation to the BCA. The fingerprints will be captured so they meet the requirements of National Institute of Standards and Technology Special Publication 500-290. The Governmental Unit will ensure that all fields required on the fingerprint card are completed.

Fingerprints received by Governmental Unit will be forwarded to the BCA using a secure method.

2.2 Request Processing. On receipt of fingerprints that conform to the requirements of Clause 2.1, the BCA will conduct a check of the Minnesota criminal history repository

for any records that match the fingerprints submitted. Any results of a fingerprint match in Minnesota will be returned to the Governmental Unit with the federal results.

The BCA will also forward the fingerprints to the FBI for processing. The BCA will receive the response from the FBI, redact any data the Governmental Unit is not entitled to receive and forward the results to the Governmental Unit.

2.3 Policies. The FBI and BCA have laws and policies on access, use, audit, dissemination, screening (pre-employment), security, training, and use of the criminal history results. These FBI and BCA policies, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at https://bcanextest.x.state.mn.us//noncrim/launchpad/index.pl. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement.

2.4 Limitations on Access. BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

2.5 Requirement to Update Information. The parties agree that if there is a change to any of the information, whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change.

2.6 Compliance with Personnel Security Requirements. Per Minnesota Statutes § 299C.46, employees of a Governmental Unit who review results of background checks will be required to take security awareness training and pass a federal, fingerprint-based background check. Any information technology staff who support the work of Governmental Unit and who have physical or logical access to criminal history information will also be required to take security awareness training and pass a federal, fingerprint-based background check and may need to sign a security addendum certification. All required training by Governmental Unit employees will be completed prior to reviewing or handling background checks.

3 Payment

Governmental Unit will pay the BCA for all services performed under this Agreement. For each background check that is processed by BCA, Governmental Unit will pay the fee identified at https://dps.mn.gov/divisions/bca/Documents/Background-check-fees.pdf. There is an additional $10.00 fee if the fingerprints are taken at BCA.

4 Authorized Representatives

BCA's Authorized Representative is the person below, or her successor:

Name:	Diane Bartell, Deputy Superintendent
Address:	Dept. of Public Safety; Bureau of Criminal Apprehension 1430 Maryland Avenue East Saint Paul, MN 55106
Telephone:	651.793.2590
Email Address:	Diane.Bartell@state.mn.us

Governmental Unit's Authorized Representative is the person below, or his/her successor:

Name: Shawn Conway, Fire Chief
Address: 5700 85th Ave N
Brooklyn Park, MN 55443
Telephone: 763.493.8131
Email Address: shawn.conway@brooklynpark.org

5 Assignment, Amendments, Waiver, and Agreement Complete

5.1 Assignment. Neither party may assign nor transfer any rights or obligations under this Agreement.

5.2 Amendments. Any amendment to this Agreement, except that described in Clause 2.5 above, must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, or their successors in office.

5.3 Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

5.4 Agreement Complete. This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

The BCA and the Governmental Unit agree each party will be responsible for its own acts and behavior and the results thereof to the extent authorized by law and shall not be responsible or liable for the acts of any others and the results thereof. The BCA's liability shall be governed by provisions of the Minnesota Torts Claims Act, Minnesota Statutes § 3.736, and other applicable law. The Governmental Unit's liability shall be governed by the Minnesota Municipal Tort Claims Act, Minnesota Statutes Chapter 466, and other applicable law.

7 Audits

7.1 Under Minnesota Statutes § 16C.05, subdivision 5, the Governmental Unit's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, State Auditor, or Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this Agreement. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

7.2 Under applicable state and federal law and policy, the Governmental Unit's records are subject to examination by the BCA and the FBI to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

8 Government Data Practices

8.1 BCA and Governmental Unit. The BCA and Governmental Unit must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minnesota Statutes §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the BCA or the Governmental Unit.

9 Investigation of Alleged Violations; Sanctions

For purposes of this clause, "Individual User" means an employee or contractor of

Governmental Unit.

9.1 Investigation. Governmental Unit and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal law, state law, and policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When Governmental Unit becomes aware that a violation has occurred, Governmental Unit will inform BCA subject to any restrictions in applicable law.

9.2 Sanctions.

9.2.1 Under this Agreement, Governmental Unit must determine if and when an involved Individual User is disciplined due to inappropriate use of data. Governmental Unit may decide to suspend or terminate access and the decision must be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to temporarily suspend or eliminate an Individual User's access to data and will notify Governmental Unit if an Individual User is affected.

9.2.2 If the BCA determines the Governmental Unit has jeopardized the integrity of the information, BCA may temporarily stop providing some or all the information under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Governmental Unit may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Governmental Unit is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within 30 days of the affected party receiving that notice.

12 E-Verify Certification (In accordance with Minnesota Statutes § 16C.075)

For services valued in excess of $50,000, Governmental Unit certifies that as of the date of services performed by the BCA, Governmental Unit and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the

Governmental Unit. Governmental Unit is responsible for collecting all subcontractor certifications and may do so utilizing the *E-Verify Subcontractor Certification Form* available at http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc. All subcontractor certifications must be kept on file with Governmental Unit and made available to the BCA upon request.

13 Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and 10. Venue.

BCA and the Governmental Unit indicate their agreement and authority to execute this Agreement by signing below.

GOVERNMENTAL UNIT

Governmental Unit certifies that the appropriate person(s) has(have) executed this Agreement on behalf of the Governmental Unit and its jurisdictional government entity as required by applicable articles, laws, by-laws, resolutions, or ordinances.

By and Title: _____ _____
Governmental Unit Date

By and Title: _____ _____
Governmental Unit Date

By and Title: _____ _____
Governmental Unit Date

By and Title: _____ _____
Governmental Unit Date

By and Title: _____ _____
Governmental Unit Date

DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

By and Title: _____ _____
(with delegated authority) Date

COMMISSIONER OF ADMINISTRATION

As delegated to the Office of State Procurement

By: _____ _____
Date

City of Brooklyn Park
Request for Council Action

Agenda Item:	4.9	**Meeting Date:**	November 24, 2025
Agenda Section:	Consent	**Originating Department:**	Finance
Resolution:	X		
Ordinance:	N/A	**Prepared By:**	LaTonia Green, CFO/Finance Director
Attachments:	1	**Presented By:**	LaTonia Green, Director of Finance
Item:	Adopt Resolution for Levying a Special Assessment Under Minnesota Statue 429.061 for Delinquent Utility Charges for one Utility Billing Account to be Paid in Three Annual Installments		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2025-_____ LEVYING A SPECIAL ASSESSMENT UNDER MINNESOTA. STATUE 429.061 FOR DELINQUENT UTILITY CHARGES FOR ONE UTILITY BILLING ACCOUNT TO BE PAID IN THREE ANNUAL INSTALLMENTS

Overview:

Each year, the City has outstanding charges for utility charges; abatements costs for weed cutting, tree removal, nuisance abatements, and fire inspection fees; administrative penalty citations; various costs associated with rental housing cases; and administrative fees that the City cannot collect from the property owner. The only action that can be taken to collect these charges is to assess the amounts in question and certify these charges to the property taxes of the property owners. Minnesota State Statute 444.075 Subd. 3 allows for the assessment of delinquent utility bills. Minnesota State Statute 429.101 allows for the assessment of delinquent weed cutting, tree removal, and nuisance abatement charges. The City Charter, Section 14.19, allows for the assessment of delinquent administrative citations. Minnesota Statute 336.012 allows for assessment of delinquent fire inspection fees. In addition, notices of this public hearing have been mailed to the affected parties.

For 2025, we have identified the following amounts for possible certification to the property taxes in 2026. Data for 2023 & 2024 is provided below for comparison:

Description	2023		2024		2025	
	Number	Dollar Amount	Number	Dollar Amount	Number	Dollar Amount
Abatements	39	$ 16,822.95	42	$ 31,236.38	34	$ 27,064.06
Citations	260	$ 53,900.00	253	$ 60,520.00	264	$ 123,185.00
Utility Accounts	3593	$ 2,082,917.26	3500	$ 2,470,651.18	3843	$ 2,749,829.20
Tree Removal	2	$ 4,450.00	1	$ 700.00	2	$ 9,000.00
Hydrant Maintenance	0	$ -	1	$ 2,025.00	1	$ 2,025.00
Adminstrative Fees	3764	$ 56,460.00	3636	$ 54,540.00	3723	$ 59,595.00

During the public hearing on October 13, 2025, several property owners contested their special assessments. The City Council directed staff to gather additional information on these cases. Staff returned to Council on October 27 and did not recommend removing any of the accounts. In addition, staff noted that the tree removal

accounts and one delinquent utility account might require assessment terms longer than one year. However, this information was not included in the resolution adopted on October 27.

Payments were accepted until 4:30 p.m. on November 13, 2025. Accounts paid by this deadline were removed from the certification list; all remaining unpaid accounts will be certified to Hennepin County. The certified amount for most accounts includes the outstanding balance, 14 months of interest at a 4% annual rate, a $35 administrative fee, and a $2.50 Hennepin County service charge.

However, one utility account will be certified over three years. For this account, the certified amount includes the outstanding balance, 38 months of interest at a 4% annual rate, a $35 administrative fee, and an annual $2.50 Hennepin County service charge.

Additionally, a $15 administrative fee was applied to each account that received a delinquency notice, as approved at the November 13, 2018 Council meeting.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments:

4.9A RESOLUTION

RESOLUTION #2025-

RESOLUTION LEVYING A SPECIAL ASSESSMENT UNDER MINNESOTA. STATUE 429.061 FOR DELINQUENT UTILITY CHARGES FOR ONE UTILITY BILLING ACCOUNT TO BE PAID IN THREE ANNUAL INSTALLMENTS

WHEREAS, pursuant to proper notice duly given as required by law, Council has met on October 14, 2025 to hear and pass upon all objections related to the proposed assessment for delinquent utilities, weed cutting, tree removal, utility invoices, administrative citations, nuisance abatement charges and fire inspection fees; and

WHEREAS, the City Council subsequently met on October 27, 2025, to consider staff recommendation based on the October 13 hearing, during which one account was called out a being assessed over three (3) years, consistent to Minnesota Statue 429.061; and

WHEREAS, although the multi-year installment account was called out at the October 13 and October 27, 2025 meeting, it was not explicitly included in the resolution adopted on that date; and

WHEREAS, because Minnesota Statue 429.061 requires that installment terms be stated in the resolution itself, Staff find it necessary to request City Council to adopt a separate resolution at this time to formally authorize the three-year installment structure for this utility billing account.

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

1. Pursuant to Minnesota Statutes and the City Code of the City of Brooklyn Park, the delinquent utility bill shall be levied against the property and collected as other taxes are collected and remitted to the City of Brooklyn Park. The property involved and the amount to be certified are on file with the City Clerk.

2. That such proposed assessment, hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included with the exception of the house and garage roof tract of land is hereby found to be benefited by the delivered services in the amount of the assessment levied against it, and that the property shall have the entire amount, plus interest for (38) months at the rate of 4% PER annum, a $35.00 administrative fee added to their assessment, and an annual Hennepin County administration service charge of $2.50.

3. That the City Clerk shall forthwith transmit a certified duplicate of this assessment to the County Auditor to be extended on the property tax lists of the County, and such assessments shall be collected and paid in the same manner as other municipal taxes.

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City of Brooklyn Park
Request for Council Action

Agenda Item:	4.10	**Meeting Date:**	November 24, 2025
Agenda Section:	Consent	**Originating Department:**	Community Development
Resolution:	X	**Prepared By:**	Matt Hayes-Regan, Associate Planner
Ordinance:	N/A		
Attachments:	5	**Presented By:**	Paul Mogush, Planning Director
Item:	DEV25-119 Irtiqa' Learning Center – Conditional Use Permit for a School Located at 2100 93rd Way N		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2025-_____ APPROVING A CONDITIONAL USE PERMIT FOR A SCHOOL LOCATED AT 2100 93RD WAY N., WITHIN THE EXISTING RELIGIOUS INSTITUTION.

Summary:

Irtiqa' Learning Center requests a Conditional Use Permit to operate a K–12 school within the existing religious institution at 2100 93rd Way N. The school will use a portion of the existing building and site improvements approved through a 2017 site plan review. No exterior changes are proposed. The school looks to serve five students and anticipates future growth.

Future Land Use Plan	Institutional
Current Zoning	Public Institution
Proposed Zoning	No proposed change
Site Area	6.37 acres
Building/Site Modifications	None proposed
Conforms to	
Land Use Plan	Yes
Zoning Code	Yes
Subdivision Ordinance	Yes
Notification	Legal notice was published in the Sun Post, 40 notices were mailed to properties within 500 feet, A Neighborhood email was sent to the Willowstone neighborhood.
60- and 120- Days (§15.99)	November 22, 2025 and January 21, 2026

Planning Commission:

The Planning Commission held a public hearing on November 12, 2025 at their regular meeting. A neighborhood resident spoke during the public hearing and had her questions answered by Staff. The Planning Commission voted unanimously to recommend approval of the conditional use permit as presented.

Previous Approvals:

The subject property, located at 2100 93rd Way N., is currently unplatted.

On September 25, 1995, the City approved Conditional Use Permit #95-174.50 to allow a building addition. The CUP included approval of a site plan review for the addition.

On September 25, 2017, the City approved an additional site plan review for the property.

The current proposal would utilize the existing building and site conditions.

Land Use/Zoning and Overlay:

The site is zoned Public Institution (PI), which provides public and quasi-public uses such as schools, libraries, and religious institutions (§152.606(A)).

The zoning code defines a school as public or private educational institutions approved by the Minnesota Board of Education (§152.105) and are allowed as a conditional use in nonresidential districts.
Schools are allowed conditionally as a principal use in nonresidential districts via a CUP.

Surrounding zoning includes Open Space and Parks (north/east), Public Institution (south), and R-1 Single-Family Estate (west). The property is not located in an overlay district.

Conditional Use Permit:

Pursuant to §152.305 of the zoning code, the Planning Commission and City Council shall consider the following factors when deciding on a CUP application:

1. **Consistency with the Comprehensive Plan.**

   The 2040 Comprehensive Plan guides the property as *Institutional*, which supports civic and educational uses such as schools. The proposed use is consistent with this designation.

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

   The school will operate during the school year on weekdays from 7:30 a.m. to 4:30 p.m. with parent/guardian drop-off and pick-up via the existing 93rd Way N access. The school will serve five students and the applicant has indicated that may grow to 50 students over time.

   During the 2017 site plan review, the city conducted a traffic volume count and speed study along Newton Avenue. The analysis concluded that while the proposed use under consideration at the time would increase traffic, the expected daily traffic demand calculated was well within the Metropolitan Council guideline for local roadways. Considering that the proposed school use will serve five students who utilize parent/guardian drop-off and pick-up, it is forecasted that traffic will be minimally impacted by this use. Should the number of students increase to 50 over time, the expected daily traffic demand is forecasted to still be within the traffic volume count used in the 2017 traffic analysis.

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

The 2017 site plan provided 47 parking stalls (2 accessible). Based on expected enrollment and drop-off operations, staff finds existing parking sufficient. School operations do not anticipate interfering with other activities in the building.

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

   Existing infrastructure adequately serves the site. No new utilities or street improvements are required.

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

   Existing landscaping and screening remain adequate to buffer adjacent residential areas. No additional screening is required.

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

   The building complies with existing design standards. Future expansions will be subject to site plan review.

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

   Schools are a specific principal use regulated under §152.903, Nonresidential Performance Standards. The code outlines additional standards for school uses, summarized below:

   a. Open Space and Recreation.

   Schools must provide open space and recreational areas consistent with State of Minnesota minimum guidelines.

   b. Landscaping.

   Landscaping must meet the standards for business zoning districts; in the Public Institution (PI) District, the B-3 standards apply.

   c. Compatibility and Safety (when zoned in a business district).

   The use must be compatible with surrounding land uses.

   Traffic speeds and volumes on adjacent streets must not pose safety hazards.

   The site must provide adequate space for drop-off, pick-up, and vehicle circulation.

   Sidewalks or other pedestrian facilities must be provided for student safety.

   d. Location and Context.

   The school will operate within an existing religious institution, consistent with §152.903(4), which allows non-affiliated schools by conditional use permit within such buildings.

   While §152.903(3)(b) states that K–8 schools should be adjacent to a public elementary school and grades 9+ schools within 1,000 feet of a public park, this standard is intended to ensure proximity to safe outdoor and recreational spaces. The subject property shares property lines with Willowstone Park to the north, which satisfies the intent of this standard.

e. Non-Affiliated Schools.

Schools may operate by conditional use permit within a building primarily used as a religious institution.

Planning staff reviewed the application against these standards and finds that the proposed use meets or is not subject to the above requirements.

Specifically, the school will operate within an existing religious institution, the property has adequate parking and pedestrian circulation for the number of students being served, and nearby parks meet the intent of the locational requirements.

Compliance with applicable Building and Fire Code provisions will be verified during the building permit review process and is not part of this land use approval. The Applicant has been diligent by submitting a building permit application in conjunction with this CUP application. Notably, the occupancy of the three existing classrooms totals 95 occupants and remains unchanged.

Conditions of Approval for the operation of a school at 2100 93rd Way N., within the existing religious institution:

1. All requirements of the International Building Code (IBC) must be satisfied before the space may be occupied, including obtaining a building permit, paying all necessary fees, completing work, and obtaining a Certificate of Occupancy.

2. Future enrollment increases must remain compliant with all applicable Building and Fire Code requirements. Any enrollment increases that exceed building occupancy beyond the approved Certificate of Occupancy shall require review and approval by the City's Building and Fire Departments.

3. Signage must comply with all requirements of City Code Chapter 150: Signs.

4. The property must remain compliant with Title VII: Traffic Code of the City's Code.

5. The property must remain compliant with Title IX: General Regulations of the City's Code.

6. The property must remain compliant with Title XI: Business Regulations of the City's Code.

7. The property must remain compliant with the Minnesota State Fire Code.

8. This resolution must be recorded with the Hennepin County Recorder's office.

9. 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 conditional use permit, subject to the conditions listed in the draft resolution.

Primary Issues/Alternatives to Consider:

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

Budgetary/Fiscal Issues: N/A

Attachments:

4.10A RESOLUTION
4.10B LOCATION MAP
4.10C APPLICANT'S SUBMITTAL
4.10D PC MINUTES
4.10E 2017 APPROVED SITE PLAN

RESOLUTION #2025-

RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR A SCHOOL LOCATED AT 2100 93RD WAY N., BROOKLYN PARK, MN 55444, WITHIN THE EXISTING RELIGIOUS INSTITUTION.

Planning Commission File # 25-119

WHEREAS, Hebba Aburia, of Irtiqa' Learning Center, 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 public institution in which schools 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 public hearing 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 school at 2100 93rd Way N., Brooklyn Park, MN 55444, as legally described in the attached EXHIBIT A, subject to the following conditions:

1. All requirements of the International Building Code (IBC) must be satisfied before the space may be occupied, including obtaining a building permit, paying all necessary fees, completing work, and obtaining a Certificate of Occupancy.

2. Future enrollment increases must remain compliant with all applicable Building and Fire Code requirements. Any enrollment increases that exceed building occupancy beyond the approved Certificate of Occupancy shall require review and approval by the City's Building and Fire Departments

3. Signage must comply with all requirements of City Code Chapter 150: Signs.

4. The property must remain compliant with Title VII: Traffic Code of the City's Code.

5. The property must remain compliant with Title IX: General Regulations of the City's Code.

6. The property must remain compliant with Title XI: Business Regulations of the City's Code.

7. The property must remain compliant with the Minnesota State Fire Code.

8. This resolution must be recorded with the Hennepin County Recorder's office.

9. 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

That part of the South 650 feet of the East half of the Southwest quarter of the Southeast quarter lying Northerly of Parcel 14 as shown on MN/DOT Right-of-Way Plat Number 27-29, except Parcel 214 as shown on MN/DOT Right-of-Way Plat Number 27-88, Hennepin County, Minnesota



Conditional Use Permit
Case #25-119 – Irtiqa Learning Center
Area of Request (August 2025 Air Photo)
2100 93rd Way N, Brooklyn Park MN

Brooklyn Park



Irtiqa' Learning Center
Advancing with Purpose, Guided by Faith

Hebba Aburia
Co-Founder & Director of Operations, Irtiqa' Learning Center
2100 93rd Ave N
Brooklyn Park, MN 55444
Phone: 612-298-0567
Email: admin@irtiqalearningcenter.org
Date: 10/01/2025

To Whom It May Concern:

I am writing on behalf of Irtiqa' Learning Center to formally request a conditional use permit for our program located at 2100 93rd Ave N, Brooklyn Park, MN 55444.

Irtiqa' Learning Center provides a safe and structured learning environment for students in grades K–12. Students are provided with laptops and all necessary learning resources through our center and our partnered virtual learning platform. In the classroom, students are supervised at all times by learning coaches, maintaining a student-to-staff ratio of 10:1, which ensures safety, engagement, and individualized support. The building maintains secure access during operating hours.

Our hours of operation are 7:30 AM to 4:30 PM, Monday through Friday, with early drop-off available to accommodate parents whose work schedules require it.
We currently serve 5 students and anticipate growing to 50 students over time. Transportation is handled entirely by parent pick-up and drop-off, and no buses are used. This setup ensures minimal impact on neighborhood traffic or noise.

We do not plan to make any changes to the exterior of the building. The property includes a small playground structure (a toddler slide and a couple of step platforms), which is designed for much younger children and will not be used by our students. All other amenities on-site will remain as they are.
Our goal is to provide families with a reliable and supportive place where students can learn and grow in a safe, structured setting, while serving as a positive resource for the community.
Thank you for your time and consideration of our request. Please feel free to contact me at 612-298-0567 or admin@irtiqalearningcenter.org if further information is needed.

Respectfully,

Hebba Aburia
Co-Founder & Director of Operations, Irtiqa' Learning Center

Brooklyn Park Islamic Center
2100 93rd Way N
Brooklyn Park, MN 55444
Email: bpicmn@gmail.com
October 2, 2025

Planning and Zoning Department
City of Brooklyn Park
5200 85th Avenue North
Brooklyn Park, MN 55443

To Whom It May Concern:

The Brooklyn Park Islamic Center, located at 2100 93rd Way N, Brooklyn Park, MN 55444, hereby grants Irtiqa' Learning Center permission to use its facilities for educational purposes. This consent is provided in support of Irtiqa' Learning Center's application for a Conditional Use Permit with the City of Brooklyn Park.

For any questions or additional information, please contact us at bpicmn@gmail.com.

Sincerely,

Mohammad Aljabari

Board Chair

Brooklyn Park Islamic Center Board of Directors

Date

Oct. 2, 2025

5.2 Planning Case #25-119 (Irtiqa Learning Center) – Conditional Use Permit

Associate Planner Hayes-Regan introduced the application from Irtiqa Learning Center for a Conditional Use Permit (CUP) to operate a K–12 school at an existing religious institution for the property located at 2100 93rd Way N. He provided details about the site, previous approvals provided for the site, and information related to zoning, adjacent uses, application, commercial building permit application, CUP, performance standards for schools, and conditions of approval. He recommended approval of the request, subject to the conditions as reviewed.

Commission Chair Cavin opened the public hearing.

Edna McKenzie, 2112 93rd Trail, asked the anticipated capacity for the school, as the property only has one access that already has high traffic.

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

Associate Planner Hayes-Regan stated that the five students are only being served at this time, but that could grow up to 50 in the future, noting additional review and approval that would be needed for future growth. He stated that he would need to speak with the Building Official to determine how many students the school could have under the current application/site plan. He stated that during the 2017 review, there was a traffic analysis was completed, and the expected daily traffic totals were well within the range for the roadways within the area. He stated that there are no concerns with the number of students proposed to be served in terms of traffic, and they would provide additional reviews if enrollment increases.

Commission Chair Cavin asked if this approval includes a capacity of up to 50 students.

Associate Planner Hayes-Regan replied that the Commission is not approving a number, but the function of a school and the other applicable Codes will dictate the number of students allowed on the property.

Commission Chair Cavin stated that the remodel will primarily provide classroom spaces, but does not include the bathrooms, which would seem to mean students of all ages and staff would be using the same bathrooms.

Associate Planner Hayes-Regan replied that there are Building Code requirements, and perhaps the applicant can provide additional details.

Hebba Aburia, representing the applicant, stated that because of the low number of students, the students would all use a single bathroom. She stated that there is currently a men's room, a women's room, and a single bathroom. She commented that as they grow, the different grade levels would take bathroom breaks at different times. She explained that they do not have in-person instruction and rely on virtual instruction, so there are set break times provided by the staff.

Commissioner Borer was unsure how these children could be separated appropriately. She asked where the space would be for passing in the halls, lunch breaks, and outside time. She asked the plan for security if there are no teachers on site.

Ms. Aburia replied that the building does lock for security, and for every 15 students, there is one learning coach. She stated that their model is based on small class sizes and they anticipate ten students per staff member. She stated that while they only have five students at this time, they hope to grow to 30 in the next year.

Commissioner Borer asked how grades are mixed.

Ms. Aburia replied that the rooms include separate spaces for different grade levels.

Commissioner Udomah asked the occupancy rate at which additional review would be triggered.

Associate Planner Hayes-Regan replied that he does not yet have that figure, as they will determine that once the building permit is finalized.

Commissioner Udomah commented that would seem to be important information to have before voting. He asked how the full capacity of the school would interfere with the church use and whether buses would be used for students.

Associate Planner Hayes-Regan replied that the model is based on parent pick-up and drop-off. He stated that the current application reviews the current circumstance of five children being served, as well as the direction from the building and fire department.

Commissioner Udomah asked if more accurate traffic information could be provided, as things have changed since 2017. He stated that he wants to make a decision that is both fair to the applicant and neighbors.

Planning Director Mogush stated that this is an existing building that has existed for some time and has been used as a religious institution for most of that time. He stated that the people in vehicles who access this site use neighborhood streets to get there, and there is nothing now that would limit how many people can worship or attend a festival at this site; therefore, staff did not feel it would be appropriate to set a number of students that would be different than life safety allowances under the Building Code. He stated that in all cases, this use would be far fewer people than the total activity that can occur on the property. He cautioned against putting a lot of regulatory pressure on this use because of the property rights that already exist for this site.

Commissioner Udomah referenced the statement that the applicant would need to come back at some point for additional approvals and asked for clarification on what that threshold would be.

Planning Director Mogush replied that if a building permit were pulled to expand the building to handle more students, then additional approval would be needed for this use.

Associate Planner Hayes-Regan replied that the total capacity for the school, based on the pending building permit, is 85 students, while the occupancy for the total building is 226.

Commissioner Arah stated that this is a virtual school and was unsure how they would get to 50 students.

Ms. Aburia provided additional details on the virtual element of school, noting that after the school work is completed, they also hold religious classes. She stated that their maximum growth capacity is 50 students, but they do not anticipate reaching that number in the next few years. She noted that the current five students come from three families and therefore, they plan to serve families with multiple children rather than 50 students from 50 families.

Commission Chair Cavin asked if the Building Official would review the facilities to ensure the building is sufficient for this type of use.

Associate Planner Hayes-Regan confirmed that would occur along with review from other City departments, as well as State requirements.

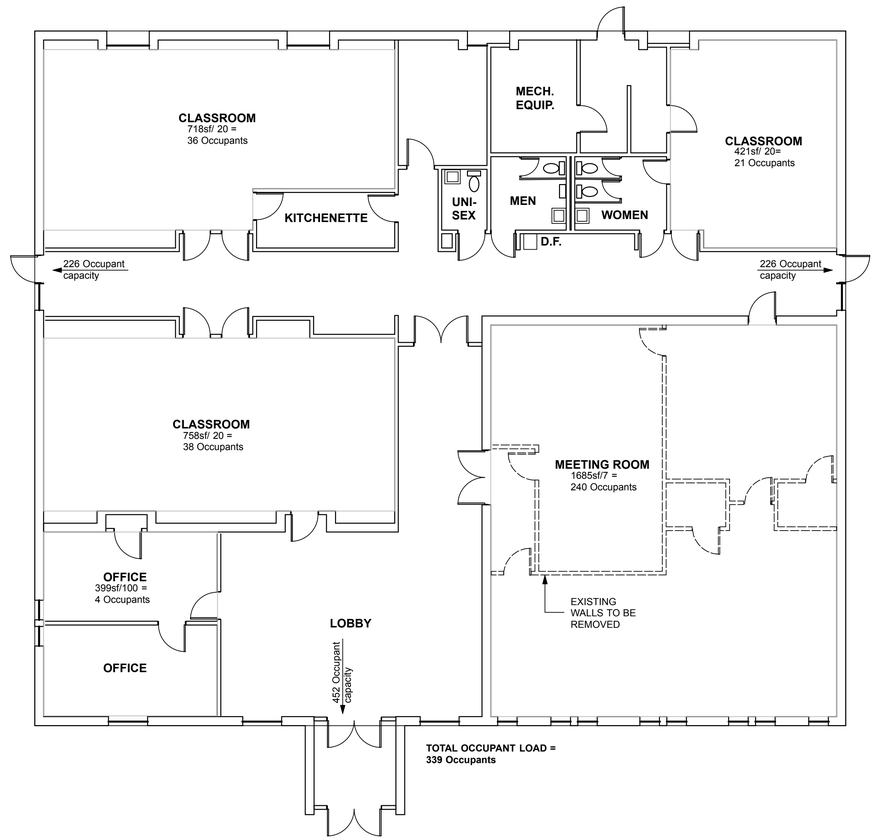
MOTION UDOMAH, SECOND ARAH TO RECOMMEND APPROVAL OF A RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR A SCHOOL LOCATED AT 2100 93RD WAY N. WITHIN THE EXISTING RELIGIOUS INSTITUTION AND SUBJECT TO CONDITIONS IN THE DRAFT RESOLUTION.

MOTION CARRIED UNANIMOUSLY.

Planning Director Mogush stated the public hearing item is scheduled to be reviewed at the City Council meeting on November 24, 2025.

BROOKLYN PARK ISLAMIC COMMUNITY CENTER

2100 93rd WAY NORTH
BROOKLYN PARK, MN 55444



1 A1.0 FLOOR PLAN 1/8" = 1'-0"

NORTH

2012 IBC CODE REVIEW

- EXISTING FLOOR AREA = 6,800sf
- THE BUILDING IS SPRINKLERED

Chapter 3: Group A-3 Occupancy, Community Hall.
Table 503 Type VB
A-3 6,000sf allowed
TOTAL Main Floor is 6,800 sf.

506.1: Building area allowed is: 6,000 sf+(18,000 (300%)) = **24,000 sf** allowed.

ACTUAL = 6,800 sf

Table 601	Type VB
Struc Frame	0
Brg Walls Extr	2
Brg Walls Intr	0
Non Brg Extr & Intr	0 (>30' property line separation, 0hr)
Floor Constr	0
Roof Constr	0

506.3 The building is sprinkled.

Table 1005.3.1&2, Width per Occupant Required.

	Sprinkled
Other	.15"/occ

1008.1.2: Doors shall swing outward where more than 50 occupants are in room.

TBL 1015.1: 2 exits required if over 49 people in room. Exits from room (1015.2.1exp.2) need to 1/3 of diagonal apart in Sprinkled building.

Table 1016.2: 250' Exit Travel Distance when sprinkled.

Table 2902.1 Minimum Number of Required :Plumbing Fixtures
339 Occupants (without Lobby):

	170 Males,	170 Females,
	A Occ Male	A Occ Female
	1/150	1/75
Req'd	2	3
Provided:	1UR, 1WC	2WC
	1 unisex.	

SHEET INDEX

A1.0 CODE & COVER SHEET
A2.0 SITE PLAN
A3.0 FLOOR PLAN

The Dennis Batty & Associates Group
architects & engineers incorporated

MINNESOTA
22770 IMPERIAL AVENUE N.
FOREST LAKE, MN 55025
EMAIL: info@dennisbatty.com
PHONE: 651-464-3756
FAX: 651-464-3794

DRAWN BY:

COMMISSION NUMBER:

ISSUE DATE:
08/10/2017

PLOT DATE:
08/10/2017

REVISIONS:

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

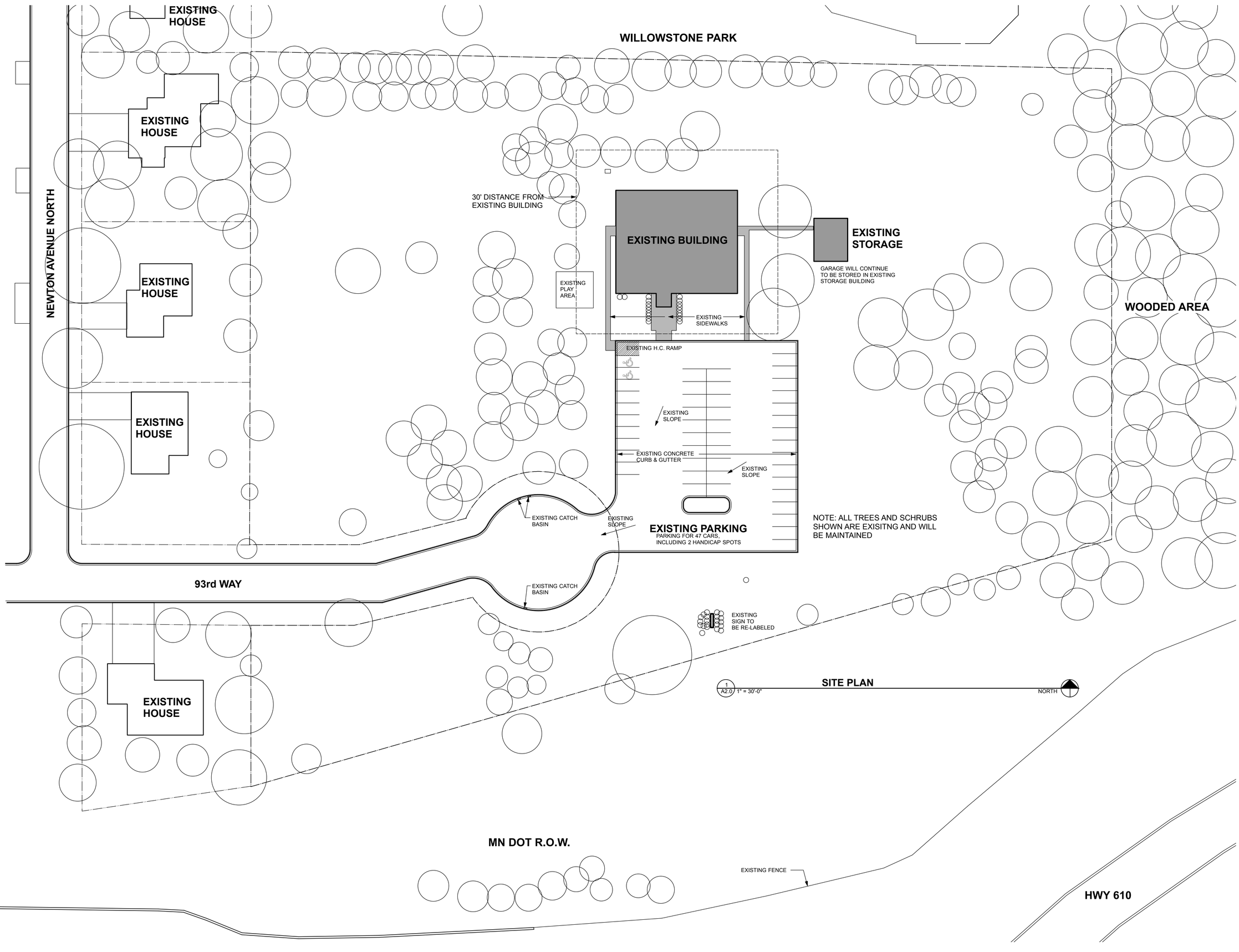
DENNIS BATTY

DATE: 08-10-2017 REG. NO. 12130

BROOKLYN PARK ISLAMIC COMMUNITY CENTER
2100 93rd WAY NORTH
BROOKLYN PARK, MN 55444

CODE SHEET

A1.0



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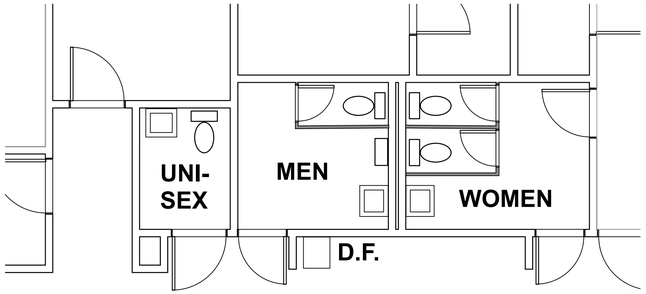
DENNIS BATTY

DATE: 08-10-2017 REG. NO. 12130

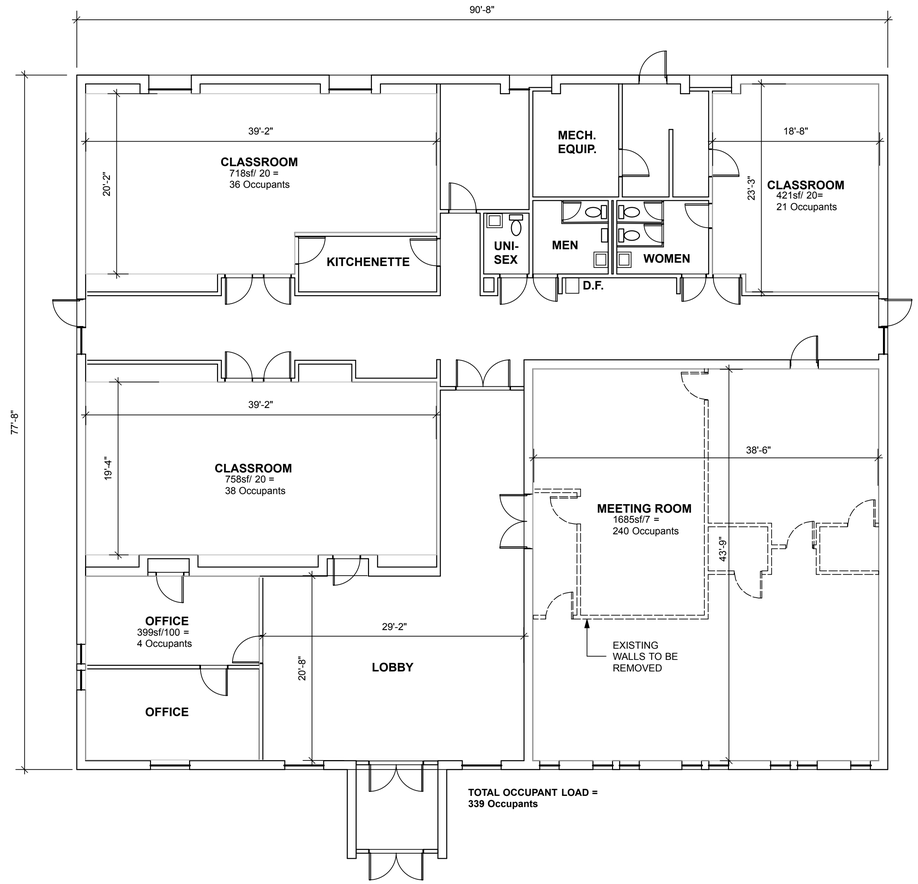
BROOKLYN PARK ISLAMIC COMMUNITY CENTER
2100 93rd WAY NORTH
BROOKLYN PARK, MN 55444

SITE PLAN

A2.0



1 A3.0 **RESTROOM ENLARGEMENT PLAN** 1/4" = 1'-0" NORTH



2 A3.0 **FLOOR PLAN** 1/8" = 1'-0" NORTH

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DENNIS BATTY

DATE: 08-10-2017 REG. NO. 12130

BROOKLYN PARK ISLAMIC COMMUNITY CENTER
2100 93rd WAY NORTH
BROOKLYN PARK, MN 55444

FLOOR PLAN

A3.0

City of Brooklyn Park
Request for Council Action

Agenda Item:	4.11	**Meeting Date:**	November 24, 2025
Agenda Section:	Consent	**Originating Department:**	Community Development
Resolution:	X		
Ordinance:	N/A	**Prepared By:**	Erin McDermott, Senior Planner
Attachments:	4	**Presented By:**	Paul Mogush, Planning Director
Item:	Crest View New School – An application by Wold Architects and Engineers for Site Plan Review at 8600 Zane Ave N for the Construction of a New School		

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 SCHOOL AT 8600 ZANE AVENUE NORTH, BROOKLYN PARK, MN 55445.

Summary:

The applicant, Wold Architects and Engineers, on behalf of Osseo Public Schools, has applied for a site plan review the construction of a new school, including space for community education. The existing school has been demolished.

A site plan review is required prior to the construction of buildings. The proposal is for the construction of a school in conformance with the Comprehensive Plan. The proposed school will add classroom, office and community programming space, as well as exterior amenities that will be available to the public outside of school hours.

Planning Commission:
The Brooklyn Park Planning Commission held a public hearing at the November 12, 2025 Regular Meeting. The Planning Commission voted unanimously to recommend approval of this request as presented.

Current Conditions:

Planning and Zoning Information		
	Current	**Proposed**
Land Use Plan	Institutional	Institutional
Current Zoning	PI – Public Institution	PI – Public Institution
Site Area	15.2 acres	15.2 acres
Neighborhood	Central	
Conforms to	Land Use Plan – Yes Zoning Code – Yes	
Public Notice	Notices were mailed to 51 properties within 500 feet. Legal notice was published in the Sun Post on March 19th, 2025.	
60-Day	November 22, 2025	
120-Day	January 21, 2026	

Previous Approvals:

This site was originally developed as an elementary school by Osseo Public Schools in 1969, predating the adoption of the Brooklyn Park Zoning Code. Schools are a Conditional Use within the Zoning Code, however, due to the legal establishment of the use prior to the adoption of the Code, no Conditional Use Permit is necessary to continue operating a school on this site.

Land Use/Zoning and Overlay:

The site is zoned PI – Public Institution, with a future land use designation in the 2040 Comprehensive Plan of Institutional. Schools are consistent with both the zoning and future land use and are listed as Conditional Uses in Table 152.609.1 Principal Uses in Nonresidential Districts. There are no Overlay Districts impacting this site.

The property to the north of the subject property is zoned R5 – Multiple Family Residential. The properties to the west of the subject property, across Zane Avenue, are zoned R1 – Detached Single-Family Estate District and PI – Public Institution. The properties to the south are zoned R5 – Multiple Family Residential and R3 – Detached Single-Family and Two-Family District and to the east are properties zoned R1 – Detached Single-Family Estate District.

Proposed Development:

A new 38,559 square foot school is proposed on Zane Avenue between 80th and 85th Avenues to replace the recently demolished school on the subject property.

The facility includes standard classrooms and office spaces, as well as a community kitchen, parent classrooms, an American Indian Community Center Museum space, and a commercial kitchen space to serve the needs of the school and district at large. The exterior space of the site will be improved with an outdoor classroom, ceremonial fire pit, and unique cultural sporting facilities.

Site Plan Review:

Site plans must be reviewed against the evaluation criteria required by the Code (§ 152.303). A formal Site Plan Review with Public Hearing and City Council approval is required for all development occurring within the PI-Public Institution as stated in § 152.303(G)(4)(c).

Lighting:

A photometric plan will need to be submitted for approval to meet the intensities required at the entrances and along the sidewalks as prescribed in § 152.1014. The applicant has requested a Zoning Text Amendment of § 152.1014, as they have proposed lighting consistent with schools they operate in other municipalities. Staff is currently reviewing the request and will be bringing an amendment forward at a future meeting. If no amendment is passed prior to building permitting, the applicant will meet the language of the existing code.

Pedestrian Connections:

The site has an existing pedestrian connection along Zane Avenue, as well as a connection on the south property line connecting Zane and Yates Avenues. The proposal includes pedestrian connections through the site to amenities that will be publicly accessible outside of school hours. There is an existing stoplight on Zane Avenue that includes a pedestrian crossing, at this time the applicant is working with Hennepin County, who has jurisdiction over Zane Avenue, to determine if the existing signal would be the best pedestrian connection to the west side of Zane Avenue or if there is a better alternative, as the applicant is proposing to close the existing southern vehicular access to the site. The proposed sidewalk improvements meet Code requirements as prescribed in § 152.1022.

Parking:

There are multiple uses within the proposed structure with separate parking requirements listed in § 152.1019 Parking of the Zoning Code. Schools are not a listed use in the parking requirements table, however, a substantially similar use is listed, which is the use of preschool. For the use of a preschool, there is 1 stall required per employee, as well as 1 stall per 7 children, for a total of 44 stalls required for this use. For the use of Business, Trade, Non-academic College, there is a requirement of 3.5 stalls per 1,000 square feet of space for a total of 125 stalls required for this use. The total number of spaces required is 169 for the types of occupancy, the proposal exceeds this requirement with a total of 253 stalls.

Enclosures and Screening:

All rooftop and mechanical equipment are required to be screened in accordance with the requirements of § 152.1024, and proof of screening will be required at time of mechanical permit. All waste must be stored inside or a waste enclosure meeting screening requirements for consistent with the screening requirements of § 152.1028 must be constructed.

Landscaping:

A landscape plan was submitted which proposes a variety of trees, shrubs, grasses, and ground covers. The code analysis provided indicates that this plan meets the requirements of § 152.1012. There are 434,000 square feet of open space on the subject parcel, which necessitates 145 overstory trees, 145 evergreens, and 4,345 shrubs minimum for the site.

Architectural standards:

The building materials include brick, architectural metal panels, stone and glass. The façade is made up of 100% Class I materials and exceeds the 65% Class I requirement of § 152.1005.

Roadways:

The existing north access to the site on Zane Avenue will be relocated to align with Zane Court. The existing south vehicular access to Zane Avenue will be closed with pedestrian crossings to remain. A new access on Yates Avenue for school district vehicles is proposed.

Utilities:

Sewer and water services will be provided through improvements to the existing service to the property. City services were deemed to be adequate for this development.

Grading and Drainage:

The applicant works with the Engineering Division as well as the West Mississippi Watershed Management Organization to ensure that the infiltration basin and other factors meet all necessary requirements. Approval of the grading plan and a recorded Stormwater Maintenance Agreement are required prior to the issuance of the building permit.

Conditions of Approval:

Staff recommends the adoption of a resolution subject to the conditions listed in the attached draft resolution.

Staff Recommendation:

The required findings of § 152.303 have been addressed and Staff recommends approval of the resolution approving the Site Plan Review for the construction of a two-story youth center at 8600 Zane Avenue North, subject to the conditions as written in the attached resolution.

Budgetary/Fiscal Issues: N/A

Alternatives to consider:

1. Approve the site plan as presented.
2. Approve the site plan with modifications.
3. Deny the requests based on certain findings.

Attachments:

4.11A RESOLUTION
4.11B LOCATION MAP
4.11C PC MINUTES
4.11D PLAN SET

RESOLUTION #2025-

RESOLUTION APPROVING A SITE PLAN REVIEW FOR THE CONSTRUCTION OF A SCHOOL LOCATED AT 8600 ZANE AVENUE, BROOKLYN PARK, MN 55445

Planning Commission File # 25-120

WHEREAS, Makayla Lakeman, of Wold Architects and Engineers, has made an application for a Site Plan Review, on behalf of Osseo Public Schools, 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 Public Institution in which schools 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 public hearing 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 8600 Zane Avenue 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 October 2, 2025 are approved, subject to the conditions listed below.

1.02 Building elevations for the car wash dated May 12, 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 for dust and erosion including, but not limited to, daily watering, silt fences, and seeding. The City Engineer may impose measures to reduce dust and run-off.

4.05 Adequate dumpsters must be on site during construction. When full, they must be emptied immediately or replaced with an empty dumpster.

4.06 Signs must conform to the requirements of Chapter 150. The sign plans will be approved by staff to verify code compliance at time of building permit.

4.07 A copy of this resolution shall be recorded with the Hennepin County Recorder prior to issuance of a building permit.

4.08 A stormwater maintenance agreement is required to be recorded with Hennepin County.

5.00 CONDITIONS

5.00 Applicant shall provide an updated Lighting Plan meeting the requirements of City Code § 152.1014 prior to building permitting.

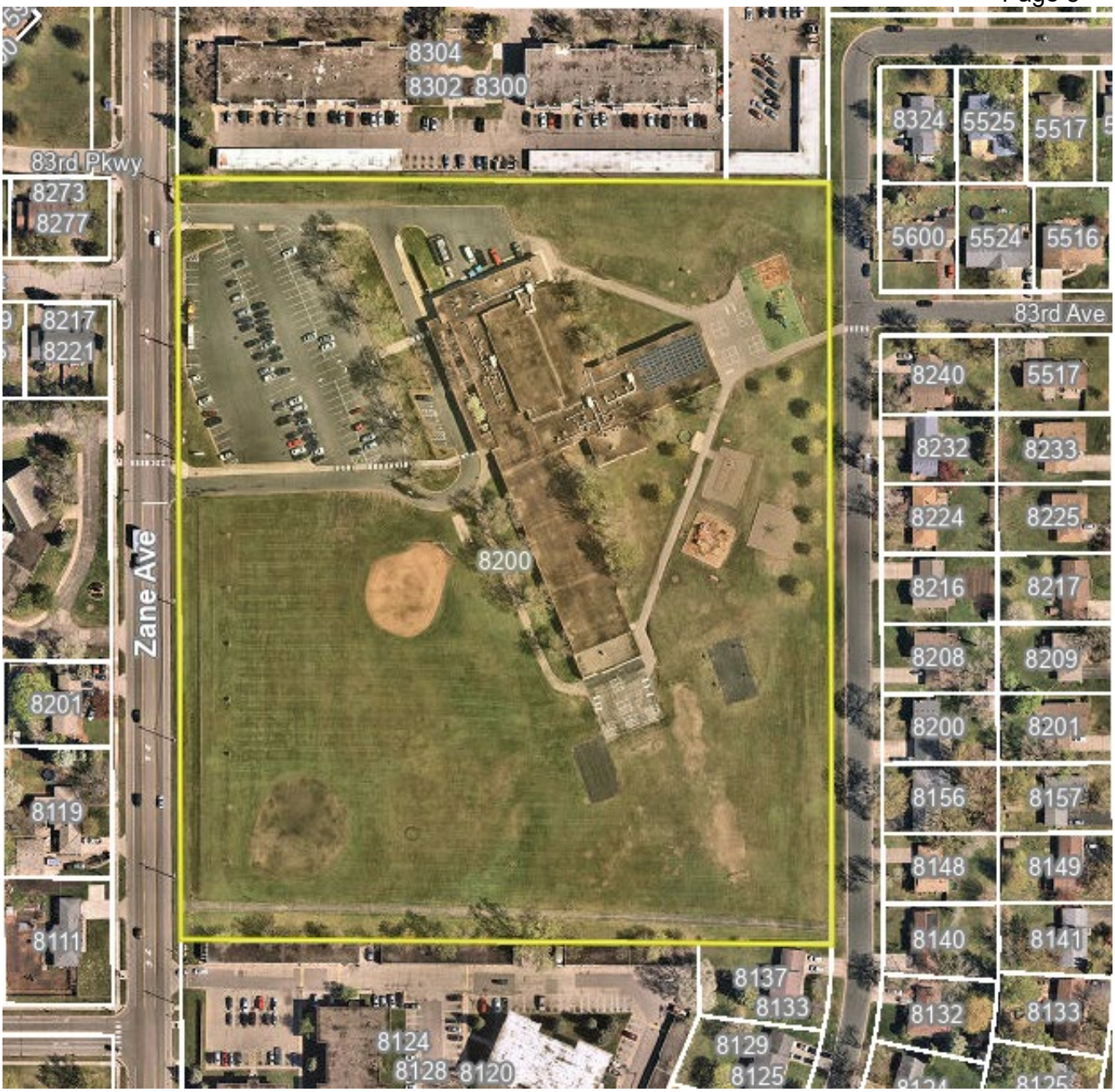
5.01 Applicant is responsible for obtaining right-of-way permits from Hennepin County for all modifications to access on Zane Avenue.

5.02 A right-of-way permit from the City of Brooklyn Park is required for the addition of a driveway on Yates Avenue

5.03 All rooftop and mechanical equipment are required to be screened in accordance with the requirements of § 152.1024.

EXHIBIT A

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



Site Plan Review
Case #25-120 – Crest View New School
Area of Request (August 2025 Air Photo)
8200 Zane Ave N, Brooklyn Park MN



Brooklyn Park

5.3 Planning Case #25-120 (Crestview New School) – Site Plan Review

Senior Planner McDermott introduced the application for a site plan review for Crestview Elementary for the property at 8200 Zane Avenue. She provided information on the site, zoning, adjacent uses, site plan, and recommended approval subject to the conditions within the draft resolution.

Commission Chair Cavin opened the public hearing.

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

Commission Chair Cavin asked if sustainability has been considered.

Senior Planner McDermott replied that she is unsure of the considerations the School District has made, noting that is not a Code requirement. She stated that the water conservation in the youth play area is the only element she is aware of.

Eric Myer, Larson Engineering, stated that the building is being designed to house future solar panels should that be added in a future phase. He stated that in the areas around the school, they will have a stormwater pond and native plantings that will provide habitat for pollinators and require less irrigation. He stated that they will also have the Native American Cultural Center inside the building. He stated that they will meet the Watershed requirements for infiltration, but did not find that reuse of stormwater for irrigation would be cost-effective.

Commission Chair Cavin asked if the lacrosse field would be lit.

Mr. Myer replied that it would not be lit.

Commission Chair Cavin asked who would manage the field.

Senior Planner McDermott replied that the entire property is owned by the Osseo School District, which would manage and schedule the property.

Commission Chair Cavin asked if the cultural center would be open to the public.

Senior Planner McDermott replied that there would be areas of the school open to the public that would be separated by a safety wall/doors from the elementary use. She noted that the play area would be completely enclosed and secure during school hours.

Commissioner Borer referenced the fire pit and play area, which would be open to the public after hours. She asked if people could come onto the site on a Friday night to have a bonfire.

Senior Planner McDermott replied that it would not be a gas fire pit, and you would need to bring wood. She commented that there are similar amenities in many City parks, and they have not had any issues.

Mr. Myer stated that the plan would include a locked cover for the firepit, which would ensure it is only used for scheduled events.

Commission Chair Cavin asked if the entire site is fenced.

Mr. Myer replied that it would not be and it would remain generally open as it is now, noting landscaping.

MOTION FRASER, SECOND BORER TO RECOMMEND APPROVAL OF A SITE PLAN REVIEW FOR THE CONSTRUCTION OF A SCHOOL AT 8600 ZANE AVENUE NORTH, SUBJECT TO THE CONDITIONS IN THE DRAFT RESOLUTION.

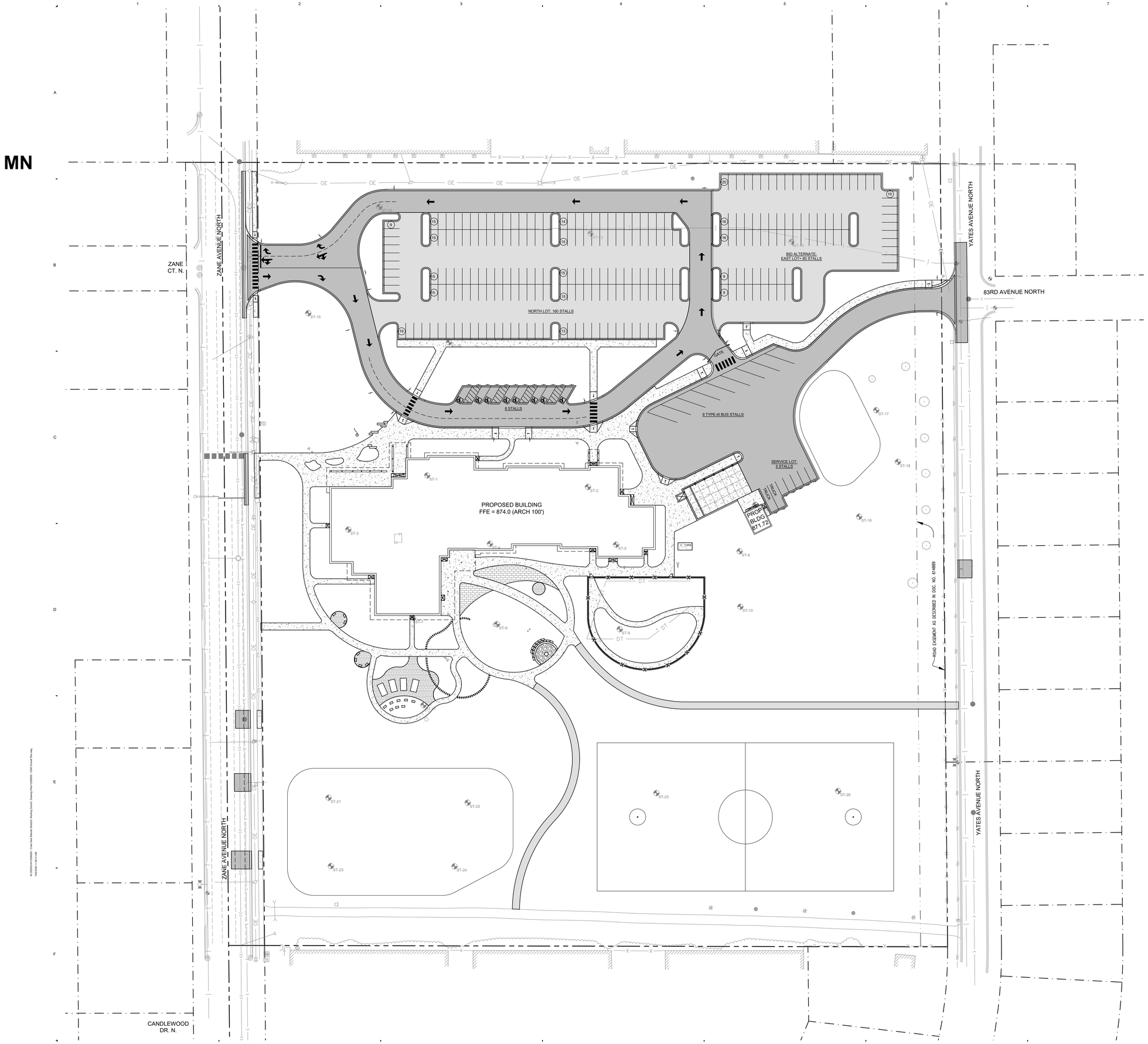
MOTION CARRIED UNANIMOUSLY.

Planning Director Mogush stated the public hearing item is scheduled to be reviewed at the City Council meeting on November 24, 2025

CREST VIEW REBUILD
BID PACKAGE 2

8200 Zane Ave North
Brooklyn Park, MN 55443

INDEPENDENT SCHOOL DISTRICT #279
11200 93rd Ave N,
Maple Grove, MN 55369



SYMBOL LEGEND

- NEW LIGHT-DUTY BITUMINOUS PAVEMENT
- NEW HEAVY-DUTY BITUMINOUS PAVEMENT
- NEW LIGHT-DUTY CONCRETE PAVEMENT
- NEW HEAVY-DUTY CONCRETE PAVEMENT

GENERAL

- PROPERTY LINE
- EASEMENT LINE
- RIGHT-OF-WAY LINE
- SETBACK LINE

PROJECT AREA CALCULATIONS

SITE	662,068 SF	(15.20 AC)	100%
IMPERVIOUS AREAS:			
NEW SCHOOL BUILDING	38,559 SF	(0.89 AC)	5.86%
SITE CONCRETE/PAVING	188,234 SF	(4.32 AC)	28.42%
TOTAL NEW IMPERVIOUS	226,793 SF	(5.21 AC)	34.28%
OPEN SPACE AREA:			
GREEN SPACE	410,455 SF	(9.42 AC)	61.97%
STORM BASIN	24,820 SF	(0.57 AC)	3.75%

PARKING CALCULATIONS:

(ZONING CHAPTER 152.1018 REQUIREMENTS)

PRESCHOOL:
- 1 STALL PER EMPLOYEE: 26 EMPLOYEES = 26 STALLS
- 1 STALL PER 7 CHILDREN: 120 CHILDREN / 7 = 18 STALLS

PRESCHOOL TOTAL = 44 STALLS

BUSINESS, TRADE, NON-ACADEMIC COLLEGE:
- 3.5 SPACES PER 1,000 SF = 35,756 SF / 1,000 * 3.5 = 125 STALLS

TOTAL REQUIRED: 169 STALLS

PROPOSED:
- NORTH LOT = 168 STALLS (7 ADA)
- EAST LOT = 80 STALLS
- SERVICE LOT = 5 STALLS

TOTAL PROPOSED = 253 STALLS (7 ADA)

TYPE III BUS PARKING = 9 STALLS

BIKE PARKING = 4 REQUIRED

Larson Engineering, Inc.
3524 Labore Road
White Bear Lake, MN 55110
651.481.9120 (f) 651.481.9201
www.larsonengr.com

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I hereby certify that this plan, specifications 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.

Eric G. Meyer P.E.

Date: 10.02.2025 Lic. No.:

Revisions		
Description	Date	Num

Comm: 12256055.000
Date: 10.02.2025
Drawn: NJN
Check: EGM

City CUP Submittal 10-02-25 (NOT FOR CONSTRUCTION)

OVERALL PLAN

Scale: As indicated

C000

W:\2025\04\12256055 - Crest View Rebuild (Wold)\5 Working Docs\C Drawing Files\12256055 - CSMU Overall Plan.dwg
10/2/2025 11:28:51 AM

PROJECT SPECIFIC SWPPP INFORMATION:

I. GENERAL CONSTRUCTION ACTIVITY INFORMATION

PROJECT NAME: CREST VIEW REBUILD
PROJECT LOCATION: 8200 ZANE AVE N
MINNEAPOLIS, MN 55443

PROJECT CONTACTS
OWNER: OSSEO AREA SCHOOLS
11200 93RD AVENUE NORTH
MAPLE GROVE, MN 55369
CONTACT: JEFF ARTHURS 763-391-7197, ARTHURSJ@DISTRICT279.ORG

ENGINEER: LARSON ENGINEERING, INC.
3524 LABORE ROAD
WHITE BEAR LAKE, MN 55110
CONTACT: ERIC MEYER, P.E., 651-270-8059, EMEYER@LARSONENGR.COM

CONTRACTOR: COMPANY **(TBD)**
ADDRESS
CITY, STATE, ZIP
CONTACT: NAME, PHONE, EMAIL

MN

CITY WHERE WORK WILL TAKE PLACE: BROOKLYN PARK, MN
COUNTY WHERE WORK WILL TAKE PLACE: HENNEPIN
LATITUDE/LONGITUDE OF APPROXIMATE CENTROID OF PROJECT: 45° 06' 18" N, 93° 21' 18" W

PROJECT TYPE (CIRCLE ONE): RESIDENTIAL COMMERCIAL/INDUSTRIAL ROAD CONSTRUCTION
RESIDENTIAL AND ROAD CONSTRUCTION OTHER (DESCRIBE): SCHOOL

DATES OF CONSTRUCTION (ESTIMATED):
Construction start date: 03/2026
Construction completion date: 10/2027

PROJECT DESCRIPTION:
Construction of a new school, parking lots, sidewalks, playgrounds, storm basins and associated grading and utilities.

PROJECT LIMITS:
See the project plans, in particular the grading & erosion control plans, for site disturbance limits.

SITE DISTURBANCE SUMMARY (to nearest tenth acre):

Total number of acres to be disturbed:	15.2 Acre
Pre-Construction acres of impervious:	4.9 Acre
Post-Construction acres of impervious:	5.2 Acre
Total new impervious acres:	0.3 Acre

II. RECEIVING WATERS

RECEIVING WATERS (WITHIN ONE MILE OF PROJECT PROPERTY EDGE):

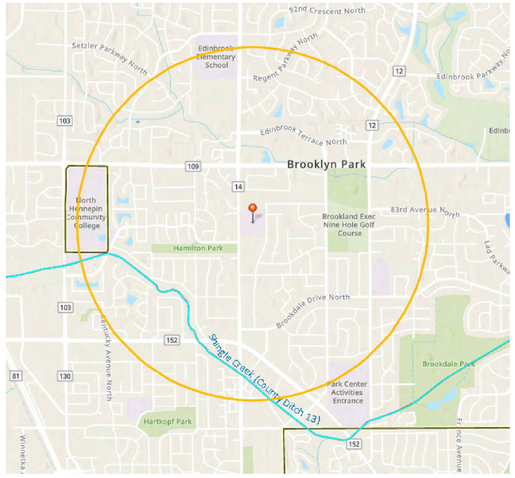
WATER BODY ID	NAME OF WATER BODY	TYPE	SPECIAL WATER?	IMPAIRED WATER?
N/A	Shingle Creek (Co. Ditch 13)	Ditch	No	Yes

TOTAL MAXIMUM DAILY LOAD (TMDL) WATERS
N/A

IDENTIFY WETLAND IMPACTS:
1. Will construction result in any potential adverse impacts to wetlands, including excavation, degradation of water quality, draining, filling, permanent inundation or flooding, conversion to a stormwater pond?
No.
If yes, describe impacts and mitigation measures that were taken to address the impacts and include copies of permits or approvals from an official state wide wetland program issued specifically for this project or site:
N/A

ENVIRONMENTALLY SENSITIVE AREAS:
1. Identify adjacent public waters where the MN DNR has declared "work in water restrictions" during fish spawning timeframes:
None identified.
2. Describe any stormwater mitigation measures that will be implemented, as a result of an environmental review, endangered or threatened species review or archeological site review:
N/A

PROJECT LOCATION AND RECEIVING WATERS MAP:



III. PROJECT PLANS AND SPECIFICATIONS

Refer to the project plans, specifications, geotechnical report, and stormwater calculations which depict various features that are relevant to this project. Such features may include, but are not limited to, the following:

- Project location and construction limits.
- Existing and final grades, including dividing lines and direction of flow for all pre and post-construction stormwater runoff drainage areas located within the project limits.
- Soil types at the site.
- Locations of impervious surfaces.
- Locations of areas not to be disturbed (e.g., buffer zones, wetlands, etc.)
- Steep slope locations.
- Locations of areas where construction will be phased to minimize duration of exposed soils.
- Locations of all temporary and permanent erosion control and sediment control best management practices (BMP's).
- Buffer zones as required in item 9.17 and 23.11 of the permit.
- Locations of potential pollution-generating activities identified in Section 12 of the permit.
- Standard details for erosion and sediment control BMP's to be installed at the site.

The anticipated erosion prevention and sediment control BMP quantities needed for the life of this project include the following. These quantities are estimated only and shall be verified by the Contractor.

BMP	Estimated Quantity	Final Quantity
Silt Fence	2,257 LF	_____
Rock Construction Entrance	2 EA	_____
Inlet Protection	24 EA	_____
Turf Seeding	44,000 SY	_____

SOIL INFORMATION

Refer to geotechnical report for site specific soil information.

TEMPORARY SEDIMENT CONTROL (SITE SPECIFIC ITEMS)

1. Is the project required to install a temporary sediment basin due to 10 or more acres draining to a common location, or 5 acres or more if the site is located within 1 mile of a special or impaired water?
No.
If yes, describe (or attach plans) showing how the basin will be designed and constructed in accordance with Section 14.
N/A
2. Will the project include dewatering, basin draining?
No.
If yes, describe measures to be used to treat/dispose of turbid or sediment-laden water and method to prevent erosion or scour of discharge points (see Section 10 of the permit):
N/A. Based on soil boring results, dewatering is not anticipated.
3. Will the project include use of filters for backwash water?
No.
If yes, describe how filter backwash water will be managed on the site or properly disposed of:
N/A

PERMANENT STORMWATER MANAGEMENT (SITE SPECIFIC ITEMS)

1. Will the project result in one acre or more of new impervious surface or result in one acre or more of new impervious in total if the project is part of a larger plan of development?
Yes.
If yes, a water quality volume of one inch of runoff from the cumulative new impervious surfaces must be retained on site (Section 15) through infiltration unless prohibited due to one of the reasons in item 16.14 through 16.21. If infiltration is prohibited, identify other methods of stormwater treatment used (e.g. filtration, wet sedimentation basin, regional ponding, or equivalent method):
Infiltration basins are proposed to treat the required WQV.
2. Attach design parameters for the planned permanent stormwater management system, including volume calculations, discharge rate calculations, construction details including basin depth, outlet configurations, location, design of pre-treatment devices, and timing for installation.
N/A
3. For infiltration systems, provide at least one soil boring, test pit, or infiltrometer test in the location of the infiltration practice for determining infiltration rates.
N/A
4. For projects that discharge to trout streams, including tributaries to trout streams, identify method of incorporating temperature controls into the permanent stormwater management system.
N/A

SEQUENCE OF CONSTRUCTION ACTIVITIES

1. Install stabilized rock construction entrances.
2. Install perimeter erosion control BMP's (silt fence, bio-logs, etc).
3. Install temporary construction fencing at infiltration areas and other areas not be disturbed.
4. Install inlet protection throughout project area and downstream inlets.
5. Construct temporary sediment basins/traps as necessary.
6. Strip and stockpile topsoil.
7. Complete rough grading of site.
8. Stabilize denuded areas and stockpiles.
9. Install site utilities.
10. Install temporary inlet protection at newly installed catch basins/inlets.
11. Install curb and gutter and pavement sections.
12. Place topsoil and final grading of areas to be vegetated.
13. Remove accumulated sediment from basins / ponds.
14. Final grade pond and infiltration areas, including soil de-compaction as specified.
15. Complete stormwater basin as-built surveys (as required by project specifications and/or local jurisdictional authorities).
16. Complete permanent stabilization including plantings, seeding, and mulch.
17. Upon completion of construction activity and satisfactory vegetation establishment, remove remaining temporary erosion and sediment control BMPs.
18. Reseed / restore any areas disturbed during BMP removal.

SEEDING NOTES AND REQUIREMENTS:

1. The Contractor is responsible to salvage and preserve existing topsoil as necessary for final stabilization. All topsoil to be salvaged and re-used shall be processed as necessary to meet project specifications.
2. Prior to final seeding, all areas to be vegetated shall be scarified/decompacted and amended as specified in the plans and specifications.
3. Unless otherwise noted, all seed mixes and applications shall be in accordance with MNDOT Seeding Manual, latest edition.
4. See the project plans and specifications for seed mixtures, mulch, slope stabilization, and all other landscaping requirements.

FINAL STABILIZATION:

Ensure Final Stabilization of the site. Final Stabilization is not complete until all of the following requirements are complete:
1. All soil disturbing activities at the site have been completed and soils are stabilized by a uniform perennial vegetative cover with a density of 80 percent of its expected final growth over the entire pervious surface area, or other equivalent means necessary to prevent soil erosion under erosive conditions.
2. The permanent stormwater management system is constructed and operating as designed. Temporary or permanent sedimentation basins that are to be used as permanent water quality management basins have been cleaned of any accumulated sediment. All sediment has been removed from conveyance systems and ditches are stabilized with permanent cover.
3. All temporary synthetic and structural erosion prevention and sediment control BMPs (such as silt fence, bio-logs, etc.) have been removed from the site. BMPs designed to decompose on site may be left in place.
4. Upon correction of all erosion and sediment items and achieving vegetative cover, temporary erosion prevention and sediment control BMPs will be removed and properly disposed/recycled.
5. Within 30 days of final stabilization, a notice of termination shall be submitted to the MPCA (see Permit Termination Req's) .

GENERAL SWPPP NOTES:

1. The Contractor and all Subcontractors involved with construction activity that disturbs soil, or implements a pollution control measure as part of the Storm Water Pollution Prevention Plan (SWPPP) for this project, must comply with the requirements of the National Pollution Discharge Elimination System (NPDES) / State Disposal System (SDS) Program, General Permit MNR10001, Dated August 1, 2023.
2. The Contractor and all Subcontractors shall be responsible for reviewing the NPDES Permit in its entirety, to ensure that all SWPPP measures are in place and permit requirements fulfilled throughout the duration of the project.

SWPPP TRAINING (SECTION 21):

SWPPP PREPARER: COMPANY: LARSON ENGINEERING, INC.
CONTACT: TORRY KRAFTSON, 651.260.5159, TKRAFTSON@LARSONENGR.COM
COURSE, INSTRUCTOR: DESIGN OF SWPPP, ONLINE COURSE
TRAINING ENTITY: UNIVERSITY OF MINNESOTA
EXPIRATION: MAY 31, 2027

SWPPP CONTACT: CONTRACTOR: **(TBD)**
CONTACT: NAME, PHONE, EMAIL
COURSE, INSTRUCTOR:
TRAINING ENTITY:
EXPIRATION:

This SWPPP was prepared by personnel certified in design of construction SWPPP's as listed above. Copies of respective certifications are available upon request. In accordance with Section 21 of the permit, the following individuals must receive training, and the content and extent of the training is commensurate with the individual's job duties and responsibilities with regard to activities covered under the permit:
a. Individuals preparing the SWPPP for the project.
b. Individuals overseeing implementation of, revising and/or amending the SWPPP, and individuals performing inspections for the project.
c. Individuals performing or supervising the installation, maintenance and repair of BMP's.

Individuals must receive training from local, state, federal agencies, professional organizations, or other entities with expertise in erosion prevention, sediment control, permanent stormwater treatment and the MN NPDES/SDS Construction Stormwater permit. Individuals shall attend a refresher-training course every three (3) years.

SWPPP IMPLEMENTATION RESPONSIBILITIES:

1. Unless otherwise directed, the Contractor shall obtain the MPCA-NPDES permit. Contractor shall be responsible for all fees pertaining to this permit. The SWPPP shall be kept onsite at all times.
2. The Owner and Contractor are Permittee(s) as identified by the NPDES permit.
3. The Contractor shall be responsible for all on-site implementation of the SWPPP, including all Subcontractor activities.
4. The Contractor shall provide knowledgeable and experienced person(s) in the application, installation, and maintenance of Erosion and Sediment Control BMP's throughout the project.
5. The Contractor shall provide person(s) meeting the training requirements of the NPDES permit to conduct inspection and maintenance of all erosion prevention and sediment control BMP's in accordance with permit requirements. One of these individuals must be available for an on-site inspection within 72 hours upon request by the MPCA.
6. The Contractor shall provide training documentation for all individual(s) required by the permit. This training documentation shall be recorded in the SWPPP prior to construction, or as soon as personnel for the project have been determined. Documentation shall include:
a. Names of personnel associated with the project required to be trained (as listed above and under Section 21 of the permit).
b. Dates of training, name of instructor, and entity providing training.
c. Content of training course or workshop including number of hours of training.

INSPECTIONS AND MAINTENANCE:

1. The Contractor shall provide person(s) meeting the training requirements to conduct inspection and maintenance of all erosion prevention and sediment control BMPs under this project in accordance with permit requirements.
2. An example MPCA construction stormwater checklist can be found at the link below. Note: This template inspection report does not address all aspects of the NPDES Permit. The completion of this checklist does not guarantee that all permit requirements are in compliance; it is the responsibility of the Permittee(s) to read and understand the full permit requirements.
https://www.pca.state.mn.us/sites/default/files/wq-strm2-36.docx

RECORDS RETENTION:

The SWPPP, including all changes/amendments, and inspections and maintenance records shall be kept on site during normal working hours by individuals who have operational control of that portion of the site.

All Owner(s) shall keep the SWPPP, along with the following additional records, on file for three (3) years after submittal of the NOT as outlined in Section 4:
a. The Final SWPPP;
b. Any other stormwater related permits required for the project;
c. Records of all inspection and maintenance conducted during construction;
d. All permanent operation and maintenance agreements that have been implemented, including all Right-Of-Way, Contracts, Covenants, and other binding requirements regarding perpetual maintenance; and
e. All required calculations for design of the temporary and permanent stormwater management systems.

GENERAL SWPPP REQUIREMENTS AND NOTES:

SWPPP AMENDMENTS (SECTION 6):

1. One of the individuals described in item 21.2.a or 21.2.b of the permit or another qualified individual must complete all SWPPP changes. Changes involving the use of less stringent BMPs must include a justification describing how the replacement BMP is effective for the site characteristics.
2. The SWPPP shall be amended to include additional or modified BMPs as necessary to correct problems identified or address situations whenever there is a change in design, construction, operation, maintenance, weather or seasonal conditions having a significant effect on the discharge of pollutants to surface waters or groundwater.
3. The SWPPP shall be amended to include additional or modified BMPs as necessary to correct problems identified or address situations whenever inspections or investigations by the site owner or operator, USEPA or MPCA officials indicate the SWPPP is not effective in eliminating or significantly minimizing the iscHarGe of pollutants to surface waters or groundwater or the discharges are cussing water quality standard exceedances (e.g., nuisance conditions as defined in Minn. R. 7050.0210, subp. 2 or the SWPPP is not consistend with the objectives of the USEPA approved TMDL.

BMP SELECTION AND INSTALLATION (SECTION 7):

1. All BMPs identified in the SWPPP document and construction plans shall be selected, installed, and maintained in an appropriate and functional manner in accordance with relevant manufacturer specifications and accepted engineering practices.
2. Do not disturb more land (i.e., phasing) than can be effectively inspected and maintained in accordance with Section 11.

TEMPORARY EROSION PREVENTION PRACTICES (SECTION 8)

1. Prior to beginning any construction work at the site, locations of areas not to be disturbed must be delineated (e.g., with flags, stakes, signs, silt fence, snow fence, etc.) throughout the project site.
2. Minimize the need for disturbance of portions of the project with steep slopes. For those sloped areas which must be disturbed, use techniques such as phasing and stabilization practices designed for steep slopes (e.g., slope draining and terracing).
3. Stabilize all exposed soil areas (including stockpiles). Stabilization must be initiated immediately to limit soil erosion whenever any construction activity has permanently or temporarily ceased on any portion of the site and will not resume for a period exceeding 14 calendar days (or 7 days if within one mile of an identified impaired water). Stabilization must be completed no later than 14 calendar days (or 7 days if within one mile of an identified impaired water) after the construction activity has ceased.
4. Stabilization is not required on constructed base components of roads, parking lots, and similar surfaces. Stabilization is not required on temporary stockpiles without significant silt, clay or organic components (e.g., clean aggregate stockpiles, demolition concrete stockpiles, sand stockpiles) but sediment controls must be placed at the base of the stockpile.
5. For Public Waters that the Minnesota Department of Natural Resources has promulgated "work in water restrictions" during specified fish spawning time frames, all exposed soil areas that are within 200 feet of the water's edge, and drain to these waters must complete the stabilization activities within 24 hours during the restriction period.
6. Stabilize the normal wetted perimeter of the last 200 linear feet of temporary or permanent drainage ditches or swales that drain water from the site within 24 hours after connecting to a surface water or property edge. Stabilize remaining portions of temporary or permanent ditches or swales within 14 calendar days (or 7 days if within one mile of an identified impaired water) after connecting to a surface water or property edge and construction in that portion of the ditch temporarily or permanently ceases.
7. Temporary or permanent ditches or swales being used as sediment containment systems during construction (with properly designed rock-ditch checks, bio rolls, silt dikes, etc.) do not need to be stabilized during the temporary period of use as a sediment containment system. These areas must be stabilized within 24 hours after no longer being used for as a sediment containment system.
8. Applying mulch, hydromulch, tackifier, polyacrylamide or similar erosion prevention practices is not acceptable within any portion of the normal wetted perimeter of a temporary or permanent drainage ditch or swale section with a continuous slope of greater than 2 percent.
9. Pipe outlets must be provided with temporary or permanent energy dissipation within 24 hours after connection to a surface water or permanent stormwater treatment system.
10. Route water around unstabilized areas on the site and to reduce erosion, unless infeasible. Use erosion controls and velocity dissipation devices such as check dams, sediment traps, riprap, or graded riprap at outlets within and along the length of any constructed stormwater conveyance channel, and at any outlet, to provide a non-erosive flow velocity, to minimize erosion of channels and their embankments, outlets, adjacent stream banks, slopes, and downstream waters during discharge conditions.
11. Unless infeasible due to lack of pervious or vegetated areas, direct discharges from BMPs to vegetated areas of the site (including any natural buffers) in order to increase sediment removal and maximize stormwater infiltration. Use velocity dissipation devices if necessary to prevent erosion when directing stormwater to vegetated areas.
12. Infiltration areas shall not be excavated until all upstream areas have been stabilized and/or upstream BMPs are in place to properly prevent sediment deposition. Only low impact equipment shall be allowed in infiltration areas which shall be clearly identified, staked, and marked/fenced off.
13. Project phasing shall be implemented to ensure land disturbance and temporary erosion control measures can be effectively inspected and maintained throughout the duration of the project in accordance with the Inspection and Maintenance requirements of Section 11.

TEMPORARY SEDIMENT CONTROL PRACTICES (SECTION 9)

1. Sediment control practices must be established on all down gradient perimeters and be located upgradient of any buffer zones. The perimeter sediment control practices must be in place before any upgradient land-disturbing activities begin. These practices shall remain in place until Final Stabilization has been established.
2. If downgradient sediment controls become overloaded, based on frequent failure or excessive maintenance requirements, additional upgradient sediment control practices or redundant BMPs shall be installed to eliminate the overloading concerns. All changes shall be recorded in the SWPPP.
3. Temporary or permanent drainage ditches and sediment basins designed as part of a sediment containment system (e.g., ditches with rock-check dams) require sediment control practices only as appropriate for site conditions.
4. A floating silt curtain placed in the water is not an acceptable sediment control BMP except when working on a shoreline or below the waterline. Immediately after construction activity (e.g., installation of rip rap along the shoreline) in that area is complete, upland perimeter control practices shall be installed if exposed soils still drain to a surface water.
5. Re-install all sediment control practices that have been adjusted or removed to accommodate short-term activities such as clearing or grubbing, or passage of vehicles, immediately after the short-term activity has been completed. Complete any short-term activity that requires removal of sediment control practices as quickly as possible and re-install sediment control practices before the next precipitation event even if the short-term activity is not complete.
6. All storm drain inlets must be protected by appropriate BMPs during construction until all sources with potential for discharging to the inlet have been stabilized. Inlet protection may be removed for a particular inlet if a specific safety concern (street flooding/freezing) has been identified by the Permittee(s) or the jurisdictional authority (e.g., city/county/township/MnDOT engineer).The Permittee(s) must document the need for removal in the SWPPP.
7. Temporary soil stockpiles must have silt fence or other effective sediment controls, and cannot be placed in any natural buffers or surface waters, including stormwater conveyances such as curb and gutter systems, or conduits and ditches unless there is a bypass in place for the stormwater.
8. Where vehicle traffic leaves any part of the site (or onto paved roads within the site) install a vehicle tracking BMP to minimize the track out of sediment from the construction site. Examples of vehicle tracking BMPs include (but are not limited to) rock pads, mud mats, slash mulch, concrete or steel wash racks, or equivalent systems. Use street sweeping if such vehicle tracking BMPs are not adequate to prevent sediment from being tracked onto the street.
9. The Permittee(s) must install temporary sedimentation basins as required in accordance with permit requirements.
10. Minimize soil compaction by restricting vehicle access in areas where final vegetative stabilization will occur, unless otherwise infeasible.
11. Discharges from BMPs shall be directed to vegetated areas unless infeasible.
12. Preserve a 50 foot natural buffer or (if a buffer is infeasible on the site) provide redundant (double) perimeter sediment controls when a surface water is located within 50 feet of the project's earth disturbances and stormwater flows to the surface water.
13. Perimeter sediment controls shall be installed at least 5 feet apart unless limited by lack of available space. Natural buffers are not required adjacent to road ditches, judicial ditches, county ditches, stormwater conveyance channels, storm drain inlets, and sediment basins. If preserving the buffer is infeasible, the reasons for which shall be recorded in the SWPPP.
14. The use of polymers, flocculants, or other sedimentation treatment chemicals, if used on the project, shall be used in accordance with accepted engineering practices, dosing specifications, and sediment removal design specifications provided by the product manufacturer or supplier. Use conventional erosion and sediment controls prior to the chemical addition to ensure effective treatment. Chemicals may only be applied where treated stormwater is directed to a sediment control system which allows or filtration of settlement of the floc prior to discharge.
15. If the proposed project as shown on the plans has 10 or more acres draining to a common location or 5 acres or more if the site is within one mile of a special or impaired water (as identified in Section II - Receiving Waters and Environmentally Sensitive Areas), then a temporary sediment basin must be constructed as shown on the plans. Temporary sediment basins will have a minimum of 3,600 cubic feet of storage per acre draining to the basin. The basin outlet shall provide for discharging water from the surface to minimize discharging of pollutants. A stabilized emergency overflow shall be constructed.

DEWATERING AND BASIN DRAINING (SECTION 10)

1. Discharge turbid or sediment-laden waters related to dewatering or basin draining (e.g., pumped discharges, trench/ditch cuts for drainage) to a temporary or permanent sediment basin on the project site unless infeasible. Discharge from the temporary or permanent sedimentation basins to surface waters if the basin water has been visually checked to ensure adequate treatment has been obtained in the basin and that nuisance conditions will not result from the discharge. If the water cannot be discharged to a sedimentation basin prior to entering the surface water, it must be treated with the appropriate BMPs, such that the discharge does not adversely affect the receiving water or downstream properties.
2. Discharge water that contains oil or grease, must use an oil-water separator or suitable filtration device (e.g. cartridge filters, absorbents pads) prior to discharging the water.
3. All water from dewatering or basin-draining activities must be discharged in a manner that does not cause nuisance conditions, erosion in receiving channels or downslope properties, erosion or scour in the immediate vicinity of discharge points, or inundation in wetlands causing significant adverse impact to the wetland.
4. The use of filters with backwash water, haul the backwash water away for disposal, return the backwash water to the beginning of the treatment process, or incorporate the backwash water into the site in a manner that does not cause erosion. Discharge backwash water to the sanitary sewer if permission is granted by the sanitary sewer authority. Replace and clean the filter media used in dewatering devices when required to retain adequate function.
5. Contractor must provide a de-watering plan to City Water resource staff prior to discharging water from de-watering operation off-site, to include:
- Point(s) of discharge
- Measures used to prevent pollution from discharge (e.g. de-watering bag, sediment log, etc.)
- Chemicals used to settle sediment (if applicable)

INSPECTIONS AND MAINTENANCE (SECTION 11)

1. Owner and Contractor shall ensure that a trained person (as identified in item 21.2.b) of the permit will inspect the entire construction site at a minimum:
- Once every seven (7) days during active construction, and
- Within 24 hours after a rainfall event greater than 1/2 inch in 24 hours
2. Inspect all erosion prevention and sediment control BMPs and Pollution Prevention Management Measures to ensure integrity and effectiveness during all routine and post-rainfall event inspections. All nonfunctional BMPs must be repaired, replaced, or supplemented with functional BMPs by the end of the next business day after discovery, or as soon as field conditions allow access unless another time frame is specified below. Investigate and comply with the following Inspection and Maintenance requirements:
a. All perimeter control devices must be repaired, replaced, or supplemented when they become nonfunctional or the sediment reaches one-third (1/3) of the height of the device. These repairs must be made by the end of the next business day after discovery, or thereafter as soon as field conditions allow access.
b. Temporary and permanent sedimentation basins must be drained and the sediment removed when the depth of sediment collected in the basin reaches one-half (1/2) the storage volume. Drainage and removal must be completed within 72 hours of discovery, or as soon as field conditions allow access.
c. Inspect and photograph dewatering discharges at the beginning and at least once every 24 hours during operation.
d. Surface waters, including drainage ditches and conveyance systems, must be inspected for evidence of erosion and sediment deposition during each inspection. Remove all deltas and sediment deposited in surface waters, including drainage ways, catch basins, and other drainage systems, and restabilize the areas where sediment removal results in exposed soil. The removal and stabilization must take place within seven (7) days of discovery unless precluded by legal, regulatory, or physical access constraints. Use all reasonable efforts to obtain access. If precluded, removal and stabilization must take place within seven (7) calendar days of obtaining access. Contact all local, regional, state and federal authorities and receiving any applicable permits, prior to conducting any work in surface waters.
e. Construction site vehicle exit locations must be inspected for evidence of off-site sediment tracking onto paved surfaces. Tracked sediment must be removed from all paved surfaces both on and off site within 24 hours of discovery, or if applicable, within a shorter time.
f. Streets and other areas adjacent to the project must be inspected for evidence of off-site accumulations of sediment. If sediment is present, it must be removed in a manner and at a frequency sufficient to minimize off-site impacts (e.g., fugitive sediment in streets could be washed into storm sewers by the next rain and/or pose a safety hazard to users of public streets).
3. Inspection frequency adjustment:
a. Inspections of areas with permanent cover can be reduced to once every 30-days, even if construction activity continues on other portions of the site; or
b. where sites have permanent cover on all exposed soil and no construction activity is occurring anywhere on the site, inspections can be reduced to once per month and, after 12 months, may be suspended completely until construction activity resumes. The MPCA may require inspections to resume if conditions warrant; or
c. where construction activity has been suspended due to frozen ground conditions, inspections may be suspended. Inspections must resume within 24 hours of runoff occurring, or upon resuming construction, whichever comes first.
4. All inspections and maintenance activities within 24 hours of being conducted must be recorded and retained in the SWPPP. These records must include:
a. Date and time of inspections
b. Name of person(s) conducting inspections
c. Findings of inspections, including the specific location where corrective actions are needed
d. Corrective actions taken (including dates, times, and party completing maintenance activities)
e. Date and amount of all rainfall events greater than 1/2 inch (0.5 inches) in 24 hours. Rainfall amounts must be obtained by a properly maintained rain gauge installed onsite, a weather station that is within 1 mile of your location or a weather reporting system that provides site specific rainfall data from radar summaries.
f. If any discharge is observed to be occurring during the inspection, a record of all points of the property from which there is a discharge must be made, and the discharge should be described (i.e., color, odor, floating, settled, or suspended solids, foam, oil sheen, and other obvious indicators of pollutants) and photographed.
g. Any amendments to the SWPPP proposed as a result of the inspection must be documented within seven (7) calendar days.
5. All infiltration areas must be inspected to ensure that no sediment from ongoing construction activity is reaching the infiltration area. All infiltration areas must be inspected to ensure that equipment is not being driven across the infiltration area.

POLLUTION PREVENTION MANAGEMENT MEASURES (SECTION 12)

Implement the following pollution prevention management measures on the site:

1. Storage, Handling, and Disposal of Construction Products, Materials, and Wastes shall comply with the following to minimize the exposure to stormwater of any of the products, materials, or wastes. Products or wastes which are either not a source of contamination to stormwater or are designed to be exposed to stormwater are not held to this requirement:
a. Building products that have the potential to leach pollutants must be under cover (e.g., plastic sheeting or temporary roofs) to prevent the discharge of pollutants or protected by a similarly effective means designed to minimize contact with stormwater.
b. Pesticides, herbicides, insecticides, fertilizers, treatment chemicals, and landscape materials must be under cover (e.g., plastic sheeting or temporary roofs) to prevent the discharge of pollutants or protected by similarly effective means designed to minimize contact with stormwater.
c. Hazardous materials, toxic waste, (including oil, diesel fuel, gasoline, hydraulic fluids, paint solvents, petroleum-based products, wood preservatives, additives, curing compounds, and acids) must be properly stored in sealed containers to prevent spills, leaks or other discharge. Restricted access storage areas must be provided to prevent vandalism. Storage and disposal of hazardous waste or hazardous materials must be in compliance with Minn. R. ch. 7045 including secondary containment as applicable.
d. Solid waste must be stored, collected and disposed of properly in compliance with Minn. R. ch. 7035.
e. Portable toilets must be positioned so that they are secure and will not be tipped or knocked over. Sanitary waste must be disposed of properly in accordance with Minn. R. ch. 7041.
2. Fueling and Maintenance of Equipment or Vehicles; Spill Prevention and Response: Take reasonable steps to prevent the discharge of spilled or leaked chemicals, including fuel, from any area where chemicals or fuel will be loaded or unloaded including the use of drip pans or absorbents unless infeasible. Conduct fueling in a contained area unless infeasible. Ensure adequate supplies are available at all times to clean up discharged materials and that an appropriate disposal method is available for recovered spilled materials. Report and clean up spills immediately as required by Minn. Stat. § 115.061, using dry clean up measures where possible.
3. Vehicle and equipment washing: Wash the exterior of vehicles or equipment on the project site, washing must be limited to a defined area of the site. Runoff from the washing area must be contained in a sediment basin or other similarly effective controls and waste from the washing activity must be properly disposed of. Properly use and store soaps, detergents, or solvents. No engine degreasing is allowed on site.
4. Concrete and other washouts waste: Provide effective containment for all liquid and solid wastes generated by washout operations (concrete, stucco, paint, form release oils, curing compounds and other construction materials) related to the construction activity. The liquid and solid washout wastes must not contact the ground, and the containment must be designed so that it does not result in runoff from the washout operations or areas. Liquid and solid wastes must be disposed of properly and in compliance with MPCA rules. A sign must be installed adjacent to each washout facility that requires site personnel to utilize the proper facilities for disposal of concrete and other washout wastes.

PERMIT TERMINATION (SECTIONS 4 AND 13)

1. Permittees must submit a NOT within 30 days after all termination conditions listed in Section 13 are complete.
2. Permittees must submit a NOT within 30 days after selling or otherwise legally transferring the entire site, including permit responsibility for roads (e.g., street sweeping) and stormwater infrastructure final clean out, or transferring portions of a site to another party. The permittees' coverage under the permit terminates at midnight on the submission date of the NOT.
3. Permittees may terminate permit coverage prior to completion of all construction activity if they meet all of the following conditions:
a. Construction activity has ceased for at least 90 days; and
b. at least 90 percent (by area) of all originally proposed construction activity has been completed and permanent cover has been established on those areas; and
c. on areas where construction activity is not complete, permanent cover has been established; and
d. the site complies with items 13.3 through 13.7 of the permit.

After permit coverage is terminated under this item, any subsequent development on the remaining portions of the site will require permit coverage if the subsequent development itself or as part of the remaining common plan of development or sale will result in land disturbing activity of one (1) or more acres in size.
4. Permittees may terminate coverage upon MPCA approval after submitting information documenting the owner canceled the project.
5. Permittees must complete all construction activity and must install permanent cover over all areas prior to submitting the NOT. Vegetative cover must consist of a uniform perennial vegetation with a density of 70 percent of its expected final growth. Vegetation is not required where the function of a specific area dictates no vegetation, such as impervious surfaces or the base of a sand filter.
6. Permittees must clean the permanent stormwater system of any accumulated sediment and must ensure the system meets all applicable requirements in Section 15 through 19 of the permit and is operating as designed.
7. Permittees must remove all sediment from conveyance systems prior to submitting the NOT.
8. Permittees must remove all temporary synthetic erosion prevention and sediment control BMPs prior to submitting the NOT. BMPs designed to decompose on-site may be left in place.
9. For residential construction only, permit coverage terminates on individual lots if the structures are finished and temporary erosion prevention and downgradient perimeter control is complete, the residence sells to the homeowner, and the permittee distributes the MPCA's "Homeowner Fact Sheet" to the homeowner.
10. For construction projects on agricultural land (e.g., pipelines across cropland), disturbed land must be returned to its preconstruction agricultural condition prior to submitting the NOT.
11. When submitting the NOT, permittees must include either ground or aerial photographs showing vegetative cover requirements have been met as listed above. All submitted photographs shall include the date and specific site location.

LONG TERM OPERATION AND MAINTENANCE:

1. Upon the completion of construction activity and NPDES permit termination, in accordance with Sections 4 and 13, the Property Owner shall become the responsible party for long term operation and maintenance (O&M) of all permanent stormwater management features under this project.
2. All associated operations, inspections, maintenance, and record keeping shall be performed by trained individual(s) familiar with the site stormwater management system.
3. Record keeping of inspections and maintenance items shall be maintained by the Owner in accordance with applicable Maintenance Agreements/Declarations as required by local jurisdictional authorities.

4.11D PLAN SET
Page 12

CREST VIEW REBUILD
BID PACKAGE 2
8200 Zane Ave North
Brooklyn Park, MN 55443

INDEPENDENT SCHOOL DISTRICT #279
11200 93rd Ave N,
Maple Grove, MN 55369

Wold

Larson Engineering, Inc.
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Date: 10.02.2025 Lic. No.:

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Description	Date	Num

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Date: 10.02.2025
Drawn: NJN
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City CUP Submittal 10-02-25 (NOT FOR CONSTRUCTION)

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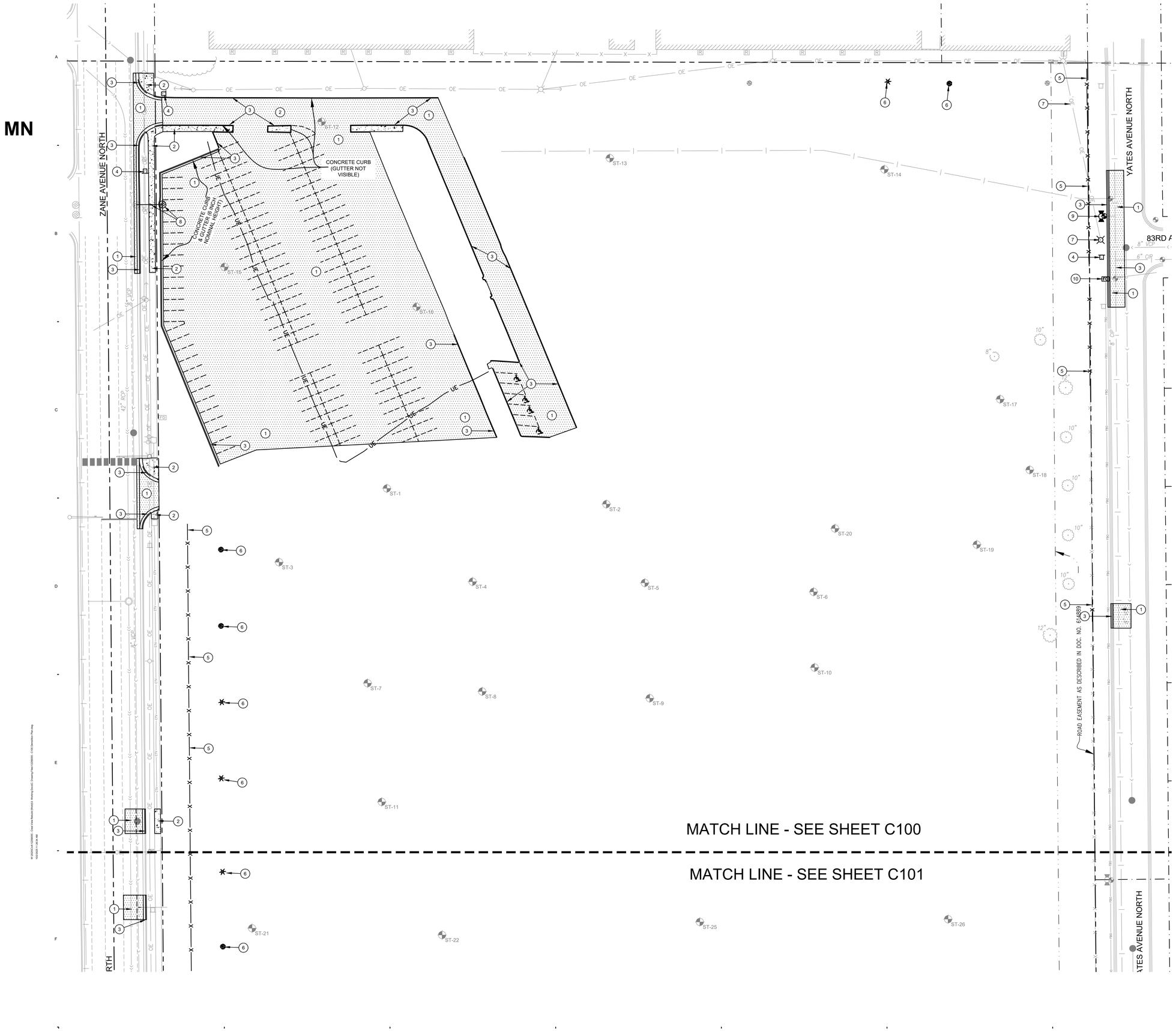
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BID PACKAGE 2
8200 Zane Ave North
Brooklyn Park, MN 55443

INDEPENDENT SCHOOL DISTRICT #279
11200 93rd Ave N,
Maple Grove, MN 55369



SYMBOL LEGEND

- REMOVE AND DISPOSE OF EXISTING BITUMINOUS PAVEMENT SECTION
- REMOVE AND DISPOSE OF EXISTING CONCRETE PAVEMENT SECTION

KEY NOTES

1. REMOVE AND DISPOSE OF BITUMINOUS PAVEMENT.
2. REMOVE AND DISPOSE OF CONCRETE PAVEMENT.
3. REMOVE AND DISPOSE OF CONCRETE CURB AND GUTTER.
4. REMOVE AND DISPOSE OF SIGN, POST, AND FOOTING.
5. REMOVE AND DISPOSE OF FENCE FABRIC, POSTS, AND FOOTINGS.
6. REMOVE AND DISPOSE OF TREE, STUMP, AND ROOTS.
7. SEE ELECTRICAL
8. REMOVE AND DISPOSE OF STORM SEWER UTILITY.
9. REMOVE AND SALVAGE HYDRANT AND GATE VALVE.
10. REMOVE AND SALVAGE FIBER OPTIC BOX.

DEMOLITION NOTES

1. Verify all existing utility locations.
2. It is the responsibility of the Contractor to perform or coordinate all necessary utility demolitions and relocations from existing utility locations to all onsite amenities and buildings. These connections include, but are not limited to, water, sanitary sewer, cable tv, telephone, gas, electric, site lighting, etc.
3. Prior to beginning work, contact Gopher State Onecall (651-454-0002) to locate utilities throughout the area under construction. The Contractor shall retain the services of a private utility locator to locate the private utilities.
4. Sawcut along edges of pavements, sidewalks, and curbs to remain.
5. All construction shall be performed in accordance with state and local standard specifications for construction.

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DEMOLITION PLAN - NORTH

Scale: As indicated

C100

NORTH
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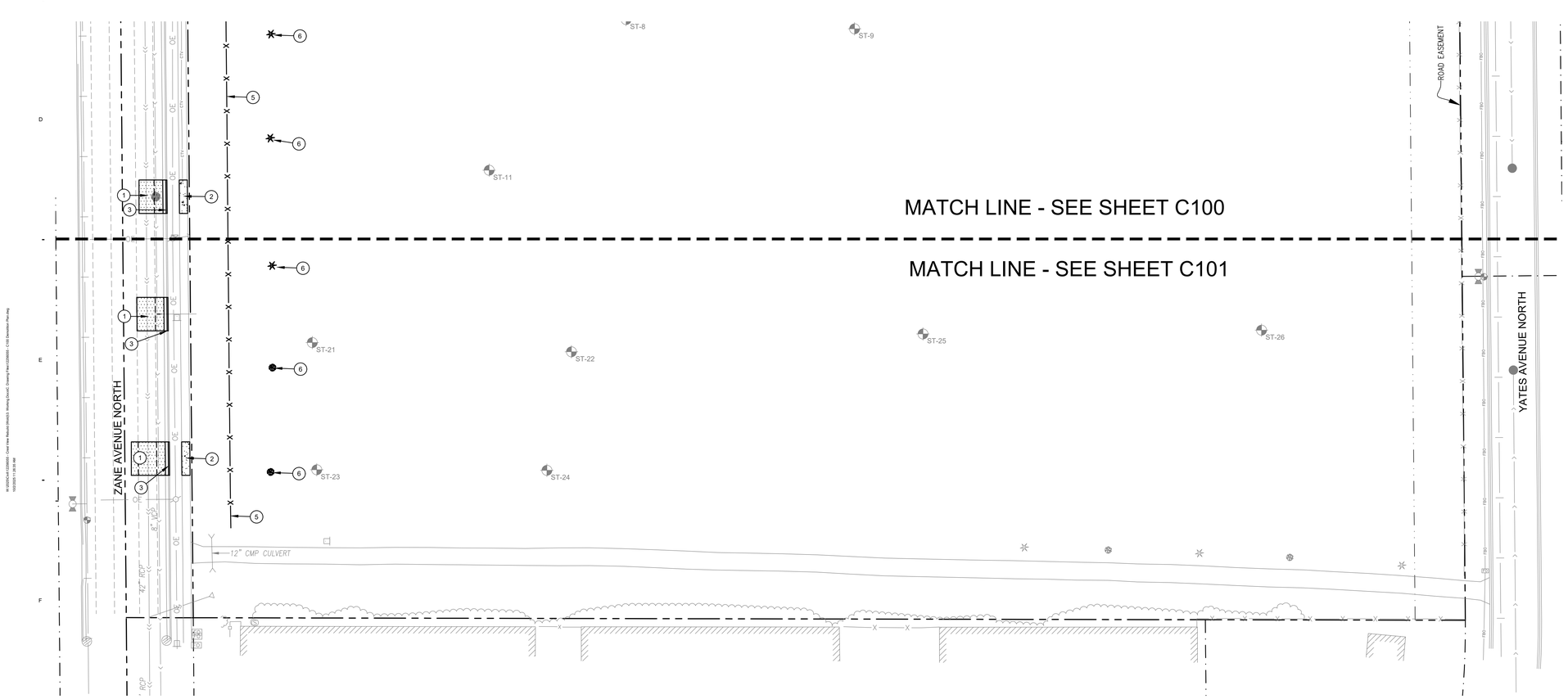
SYMBOL LEGEND

REMOVE AND DISPOSE OF EXISTING BITUMINOUS PAVEMENT SECTION

REMOVE AND DISPOSE OF EXISTING CONCRETE PAVEMENT SECTION

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CREST VIEW REBUILD BID PACKAGE 2
8200 Zane Ave North
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DEMOLITION PLAN - SOUTH

Scale: As indicated

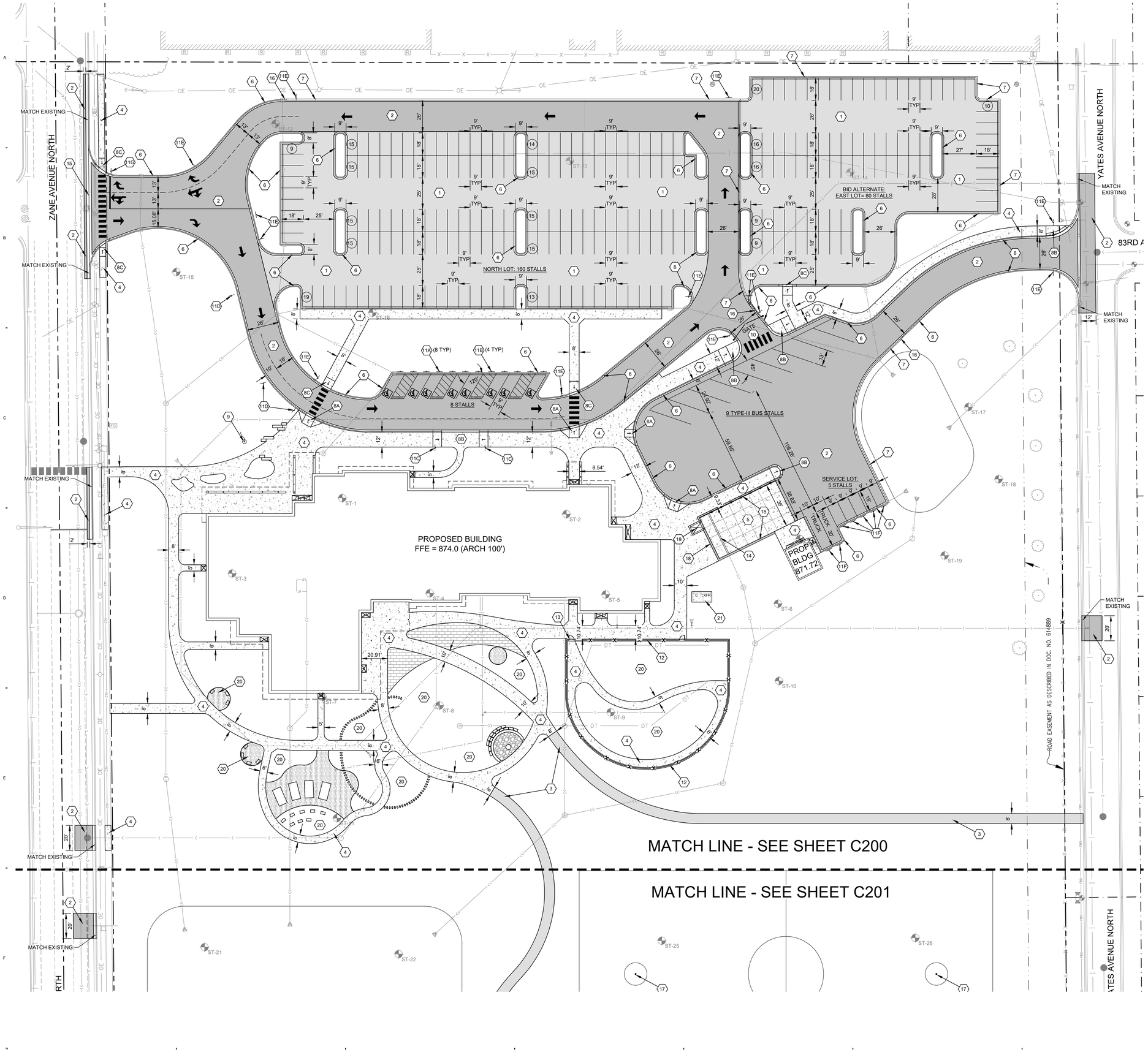
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BID PACKAGE 2
8200 Zane Ave North
Brooklyn Park, MN 55443

INDEPENDENT SCHOOL DISTRICT #279
11200 93rd Ave N,
Maple Grove, MN 55369

MN



SYMBOL LEGEND

- NEW LIGHT-DUTY BITUMINOUS PAVEMENT SEE DETAIL 1/C500
- NEW HEAVY-DUTY BITUMINOUS PAVEMENT SEE DETAIL 2/C500
- NEW LIGHT-DUTY CONCRETE PAVEMENT SEE DETAIL 4/C500
- NEW HEAVY-DUTY CONCRETE PAVEMENT SEE DETAIL 5/C500
- NEW CONCRETE PAVERS SEE LANDSCAPING
- NEW FLAGSTONE PAVERS SEE LANDSCAPING
- NEW WOOD FIBER MULCH SEE LANDSCAPING
- NEW STOOP/APRON SEE ARCH/STRL

GENERAL

- PROPERTY LINE
- EASEMENT LINE
- RIGHT-OF-WAY LINE
- SETBACK LINE

KEY NOTES

1. NEW LIGHT-DUTY PAVEMENT, SEE DETAIL 1/C500
2. NEW HEAVY-DUTY PAVEMENT, SEE DETAIL 2/C500
3. NEW TRAIL PAVEMENT, SEE DETAIL 3/C500
4. NEW LIGHT-DUTY CONCRETE, SEE DETAIL 4/C500
5. NEW HEAVY-DUTY CONCRETE, SEE DETAIL 5/C500
6. NEW B612 CONCRETE CURB, SEE DETAIL 7/C500
7. NEW SURMOUNTABLE CURB,SEE DETAIL 8/C500
8. NEW ACCESSIBLE CURB RAMP, SEE DETAIL 9/C500
   - _A: TYPE 1
   - _B: TYPE 2
   - _C: TYPE 3
9. NEW FLAG POLE, SEE DETAIL 10/C500
10. NEW TRAFFIC GATE, SEE DETAIL 8/C501
11. NEW PARKING SIGN AND POST, SEE DETAIL 9/C501
    - _A: ADA PARKING
    - _B: ADA ACCESS AISLE
    - _C: ADA LOADING ZONE
    - _D: DROP OFF KEEP RIGHT
    - _E: LANE USE SIGN
    - _F: RESERVED PARKING
    - _G: STOP SIGN
12. NEW 4' CHAIN LINK FENCE, SEE DETAIL 10/C501
13. NEW GATE, CHAIN LINK FENCE, SEE DETAIL 11&12/C501
14. NEW TRENCH DRAIN, SEE DETAIL 3/C502
15. NEW CONCRETE VALLEY GUTTER, SEE DETAIL 11/C500
16. NEW CURB TRANSITION
17. NEW CEDAR LACROSSE GOAL POSTS
18. NEW LOADING DOCK WALL, SEE ARCH/STRL
19. NEW DOCK LEVER, SEE ARCH/STRL
20. SEE LANDSCAPING
21. SEE ELECTRICAL

NORTH
0 15 30 60

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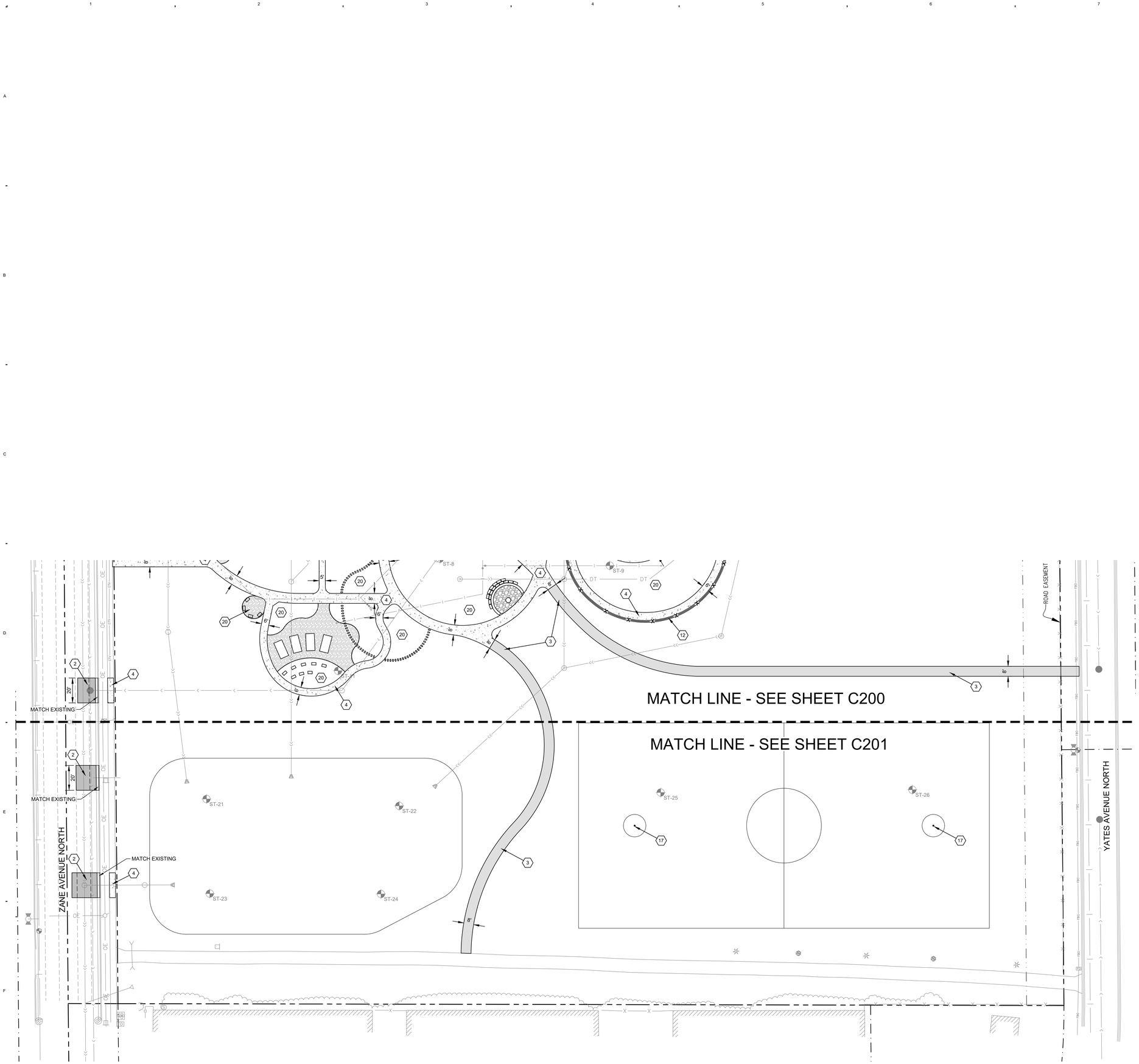
SITE PLAN - NORTH

Scale: As indicated

C200

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MN



SYMBOL LEGEND

- NEW LIGHT-DUTY BITUMINOUS PAVEMENT SEE DETAIL 1/C500
- NEW HEAVY-DUTY BITUMINOUS PAVEMENT SEE DETAIL 2/C500
- NEW LIGHT-DUTY CONCRETE PAVEMENT SEE DETAIL 4/C500
- NEW HEAVY-DUTY CONCRETE PAVEMENT SEE DETAIL 5/C500
- NEW CONCRETE PAVERS SEE LANDSCAPING
- NEW FLAGSTONE PAVERS SEE LANDSCAPING
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GENERAL

- PROPERTY LINE
- EASEMENT LINE
- RIGHT-OF-WAY LINE
- SETBACK LINE

KEY NOTES

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2. NEW HEAVY-DUTY PAVEMENT, SEE DETAIL 2/C500
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8. NEW ACCESSIBLE CURB RAMP, SEE DETAIL 9/C500
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    - _C: ADA LOADING ZONE
    - _D: DROP OFF KEEP RIGHT
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    - _F: RESERVED PARKING
    - _G: STOP SIGN
12. NEW 4' CHAIN LINK FENCE, SEE DETAIL 10/C501
13. NEW GATE, CHAIN LINK FENCE, SEE DETAIL 11&12/C501
14. NEW TRENCH DRAIN, SEE DETAIL 3/C502
15. NEW CONCRETE VALLEY GUTTER, SEE DETAIL 11/C500
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17. NEW CEDAR LACROSSE GOAL POSTS
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19. NEW DOCK LEVER, SEE ARCH/STRL
20. SEE LANDSCAPING
21. SEE ELECTRICAL

NORTH
0 15 30 60

CREST VIEW REBUILD
BID PACKAGE 2
8200 Zane Ave North
Brooklyn Park, MN 55443

INDEPENDENT SCHOOL DISTRICT #279
11200 93rd Ave N,
Maple Grove, MN 55369

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City CUP Submittal 10-02-25 (NOT FOR CONSTRUCTION)

SITE PLAN - SOUTH

Scale: As indicated

C201

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SYMBOL LEGEND

- EXISTING CONTOURS
- PROPOSED CONTOURS - MAJOR INTERVAL
- PROPOSED CONTOURS - MINOR INTERVAL
- GRADE BREAK LINE
- GRADE SLOPE
- SILT FENCE
- SEDIMENT LOG
- RIP-RAP / ROCK CONST. ENTRANCE
- EROSION CONTROL BLANKET
- INLET PROTECTION

SPOT ABBREVIATIONS:
TC - TOP OF CURB
GL - GUTTER LINE
GO - GUTTER OUT
B - BITUMINOUS
C - CONCRETE
EO - EMERGENCY OVERFLOW
TW - TOP OF WALL
BW - BOTTOM OF WALL (F/G)
(*) - EXISTING TO BE VERIFIED

KEY NOTES

1. ROCK CONSTRUCTION ENTRANCE, SEE DETAIL 1/C501
2. INLET PROTECTION, SEE DETAIL 2/C501
3. SILT FENCE, SEE DETAIL 3/C501
4. SEDIMENT LOG, SEE DETAIL 4/C501
5. EROSION CONTROL BLANKET, SEE DETAIL 5/C501
6. RIP-RAP AT OUTLET STRUCTURE, SEE DETAIL 6/C501
7. INFILTRATION BASIN, SEE DETAIL 13/C500

GRADING NOTES

1. Tree protection consisting of snow fence or safety fence installed at the drip line shall be in place prior to beginning any grading or demolition work at the site.
2. All elevations with an asterisk (*) shall be field verified. If elevations vary significantly, notify the Engineer for further instructions.
3. Grades shown in paved areas represent finish elevation.
4. All disturbed areas to receive topsoil and seed/sod. See Landscape
5. All construction shall be performed in accordance with state and local standard specifications for construction.

PROPOSED BUILDING
FFE = 874.0 (ARCH 100')

INFILTRATION BASIN #1
100-YR HWL:868.91
BOTTOM: 864.00

INFILTRATION BASIN #2

PROP BLDG 871.72

ZANE AVENUE NORTH

YATES AVENUE NORTH

83RD A

ROAD EASEMENT AS DESCRIBED IN DOC. NO. 6145869

MATCH LINE - SEE SHEET C300

MATCH LINE - SEE SHEET C301

NORTH
0 15 30 60

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City CUP Submittal 10-02-25 (NOT FOR CONSTRUCTION)

GRADING AND EROSION CONTROL PLAN - NORTH

Scale: As indicated

C300

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MN

SYMBOL LEGEND

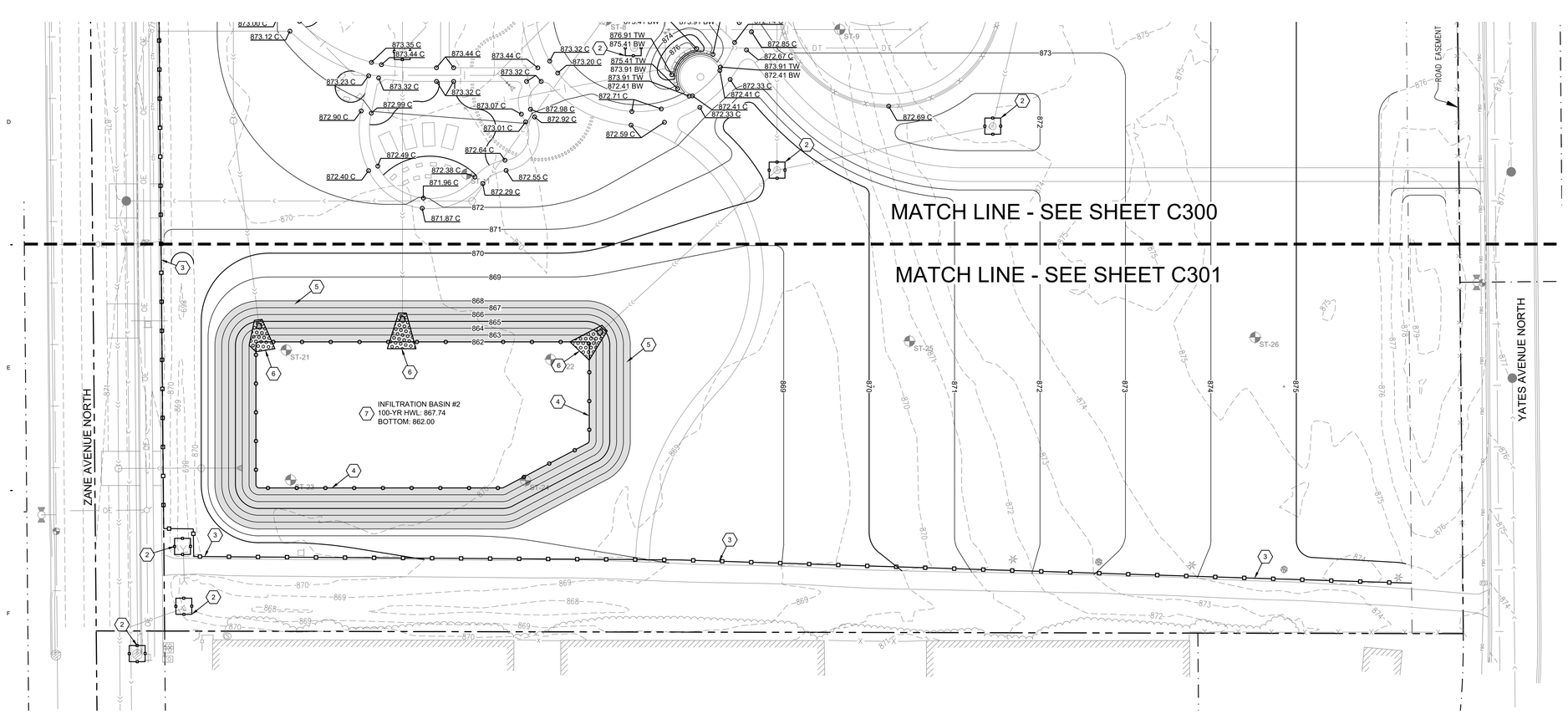
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950	PROPOSED CONTOURS - MAJOR INTERVAL
949	PROPOSED CONTOURS - MINOR INTERVAL
	GRADE BREAK LINE
2.0%	GRADE SLOPE
	SILT FENCE
	SEDIMENT LOG
	RIP-RAP / ROCK CONST. ENTRANCE
	EROSION CONTROL BLANKET
	INLET PROTECTION

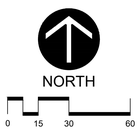
950.00 TC
949.50 GL

SPOT ABBREVIATIONS:
TC - TOP OF CURB
GL - GUTTER LINE
GO - GUTTER OUT
B - BITUMINOUS
C - CONCRETE
EO - EMERGENCY OVERFLOW
TW - TOP OF WALL
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(*) - EXISTING TO BE VERIFIED

KEY NOTES

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3. SILT FENCE, SEE DETAIL 3/C501
4. SEDIMENT LOG, SEE DETAIL 4/C501
5. EROSION CONTROL BLANKET, SEE DETAIL 5/C501
6. RIP-RAP AT OUTLET STRUCTURE, SEE DETAIL 6/C501
7. INFILTRATION BASIN, SEE DETAIL 13/C500





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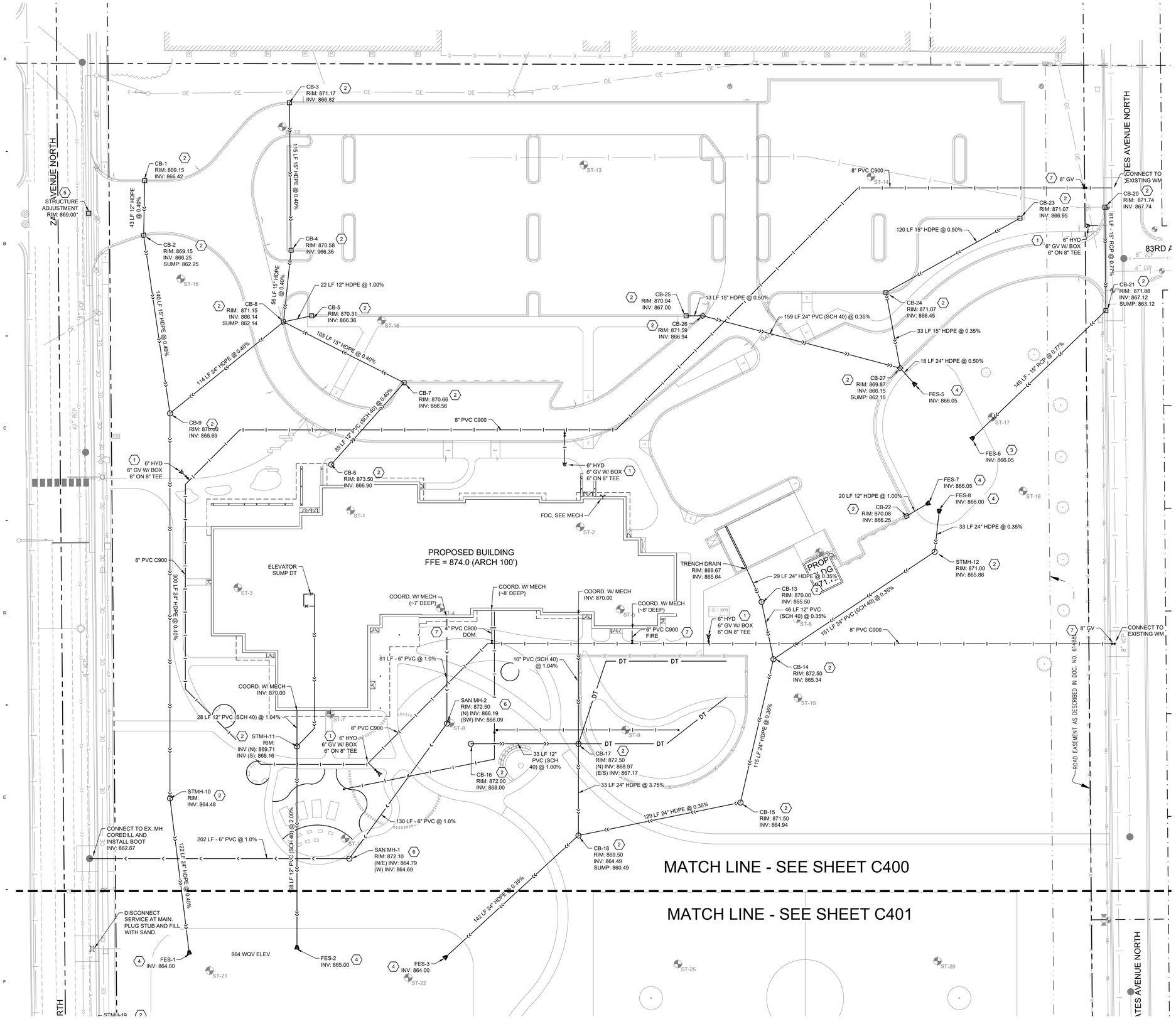
City CUP Submittal 10-02-25 (NOT FOR CONSTRUCTION)

GRADING AND EROSION CONTROL PLAN - SOUTH

Scale: As indicated

C301

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SYMBOL LEGEND

- STORM MANHOLE
- CATCH BASIN
- CURB INLET
- FLARED END
- SANITARY MANHOLE
- HYDRANT
- GATE VALVE & BOX
- WATER SHUTOFF
- LIGHT POLE

- TELEPHONE LINE
- ELECTRIC OVERHEAD LINE
- ELECTRIC UNDERGROUND LINE
- FIBER OPTIC UNDERGROUND LINE
- NATURAL GAS UNDERGROUND LINE
- SANITARY SEWER PIPE
- STORM SEWER PIPE
- TELEPHONE UNDERGROUND LINE
- WATERMAIN PIPE
- DRAINTILE PIPE

KEY NOTES

1. HYDRANT AND GATE VALVE, SEE DETAIL 1/C502
2. STORM SEWER CATCH BASIN MANHOLE, SEE DETAIL 4/C502
3. FLARED END SECTION (RCP), SEE DETAIL 5/C502
4. FLARED END SECTION (HDPE), SEE DETAIL 6/C502
5. STRUCTURE ADJUSTMENT, SEE DETAIL 12/C500
6. SANITARY MANHOLE, SEE DETAIL 8/C502
7. GATE VALVE, SEE DETAIL 7/C502

UTILITY NOTES

1. It is the responsibility of the contractor to perform or coordinate all necessary utility connections and relocations from existing utility locations to the proposed building, as well as to all onsite amenities. These connections include but are not limited to water, sanitary sewer, cable TV, telephone, gas, electric, site lighting, etc.
2. All service connections shall be performed in accordance with state and local standard specifications for construction. Utility connections (sanitary sewer, watermain, and storm sewer) may require a permit from the City.
3. The contractor shall verify the elevations at proposed connections to existing utilities prior to any demolition or excavation. All elevations with an asterisk (*) shall be field verified. If elevations vary significantly, notify the Engineer for further instructions.
4. The contractor shall notify all appropriate engineering departments and utility companies 72 hours prior to construction. All necessary precautions shall be made to avoid damage to existing utilities.
5. Storm sewer requires testing in accordance with Minnesota plumbing code 4714.1107 where located within 10 feet of waterlines or the building.
6. HDPE storm sewer piping shall meet ASTM F2306 and fittings shall meet ASTM D3212 joint pressure test. Installation shall meet ASTM C2321.
7. All RCP pipe shown on the plans shall be MN/DOT class 3.
8. Maintain a minimum of 7 ½" of cover over all water lines and sanitary sewer lines. Where 7 ½" of cover is not provided, install 2" rigid polystyrene insulation (MN/DOT 3760) with a thermal resistance of at least 5 and a compressive strength of at least 25 psi. Insulation shall be 8' wide, centered over pipe with 6" sand cushion between pipe and insulation. Where depth is less than 5', use 4" of insulation.
9. Install water lines 12" above sewers. Where the sewer is above the water line or less than 12" below the water line, install sewer piping of materials approved for inside building use for 10 feet on each side of the crossing.
10. All watermain piping shall be PVC C900 unless noted otherwise.
11. See Project Specifications for bedding requirements.
12. Pressure test and disinfect all new watermains in accordance with state and local requirements.
13. Sanitary sewer piping shall be PVC, SDR-35 for depths less than 12', PVC SDR-26 for depths between 12' and 26'.

NORTH
0 15 30 60

4.11D PLAN SET
Page 10

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BID PACKAGE 2
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Check: EGM

City CUP Submittal 10-02-25 (NOT FOR CONSTRUCTION)

UTILITY PLAN - NORTH

Scale: As indicated

C400

MN

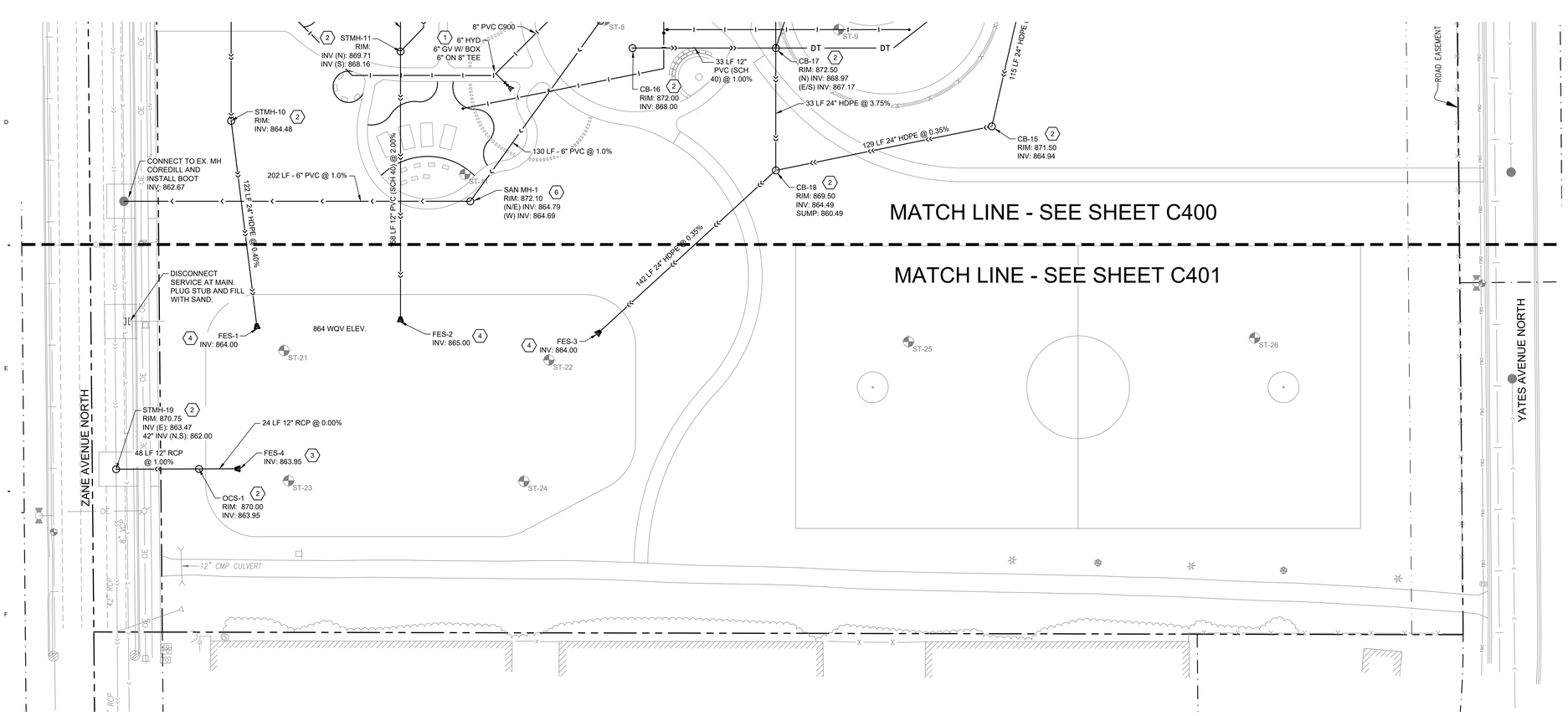
SYMBOL LEGEND

- STORM MANHOLE
- CATCH BASIN
- CURB INLET
- FLARED END
- SANITARY MANHOLE
- HYDRANT
- GATE VALVE & BOX
- WATER SHUTOFF
- LIGHT POLE

- TELEPHONE LINE
- ELECTRIC OVERHEAD LINE
- ELECTRIC UNDERGROUND LINE
- FIBER OPTIC UNDERGROUND LINE
- NATURAL GAS UNDERGROUND LINE
- SANITARY SEWER PIPE
- STORM SEWER PIPE
- TELEPHONE UNDERGROUND LINE
- WATERMAIN PIPE
- DRAINTILE PIPE

KEY NOTES

1. HYDRANT AND GATE VALVE, SEE DETAIL 1/C502
2. STORM SEWER CATCH BASIN MANHOLE, SEE DETAIL 4/C502
3. FLARED END SECTION (RCP), SEE DETAIL 5/C502
4. FLARED END SECTION (HDPE), SEE DETAIL 6/C502
5. STRUCTURE ADJUSTMENT, SEE DETAIL 12/C500
6. SANITARY MANHOLE, SEE DETAIL 8/C502
7. GATE VALVE, SEE DETAIL 7/C502



CREST VIEW REBUILD
BID PACKAGE 2
8200 Zane Ave North
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INDEPENDENT SCHOOL DISTRICT #279
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I hereby certify that this plan, specifications 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.

Eric G. Meyer P.E.

Date: 10.02.2025 Lic. No.:

Revisions		
Description	Date	Num

Comm: 12256055.000
Date: 10.02.2025
Drawn: NJN
Check: EGM

City CUP Submittal 10-02-25 (NOT FOR CONSTRUCTION)

UTILITY PLAN - SOUTH

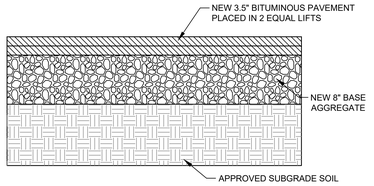
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C401

NORTH
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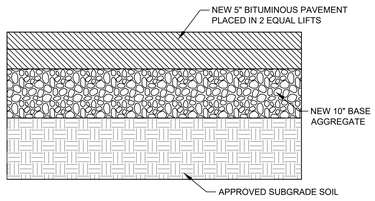
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LIGHT-DUTY BITUMINOUS PAVEMENT SECTION

1 C500

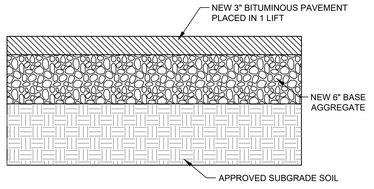
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HEAVY-DUTY BITUMINOUS PAVEMENT SECTION

2 C500

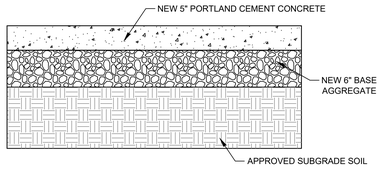
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BITUMINOUS TRAIL PAVEMENT SECTION

3 C500

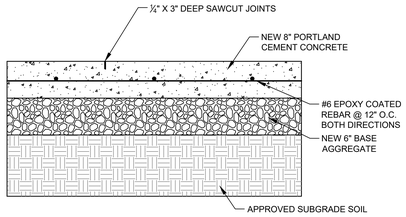
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LIGHT-DUTY CONCRETE CONSTRUCTION DETAIL

4 C500

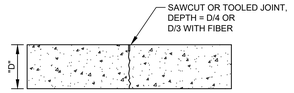
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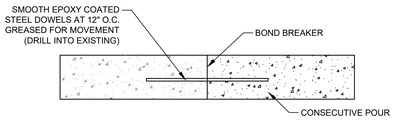
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5 C500

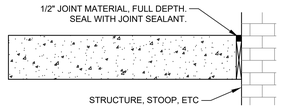
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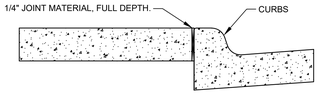
CONTRACTION JOINT



CONSTRUCTION JOINT



SEALED ISOLATION JOINT

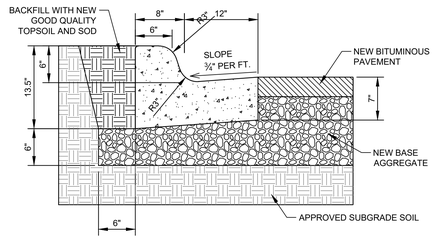


ISOLATION JOINT

CONCRETE JOINT DETAILS

6 C500

NOT TO SCALE

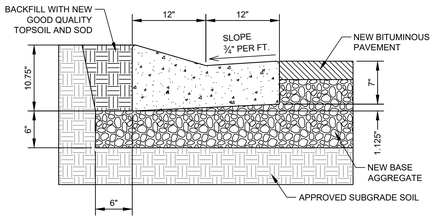


NOTE: TIP OUT GUTTER WHERE INDICATED ON PLANS OR AS NEEDED TO ENSURE POSITIVE DRAINAGE

B612 CONCRETE CURB & GUTTER DETAIL

7 C500

NOT TO SCALE

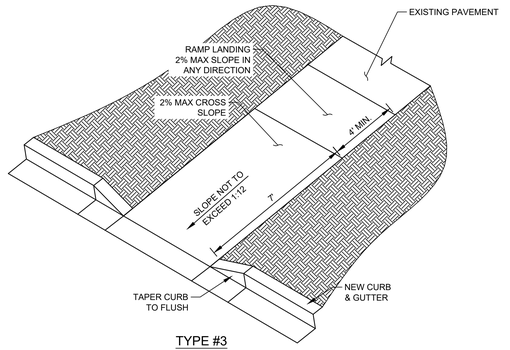


NOTE: TIP OUT GUTTER WHERE INDICATED ON PLANS OR AS NEEDED TO ENSURE POSITIVE DRAINAGE

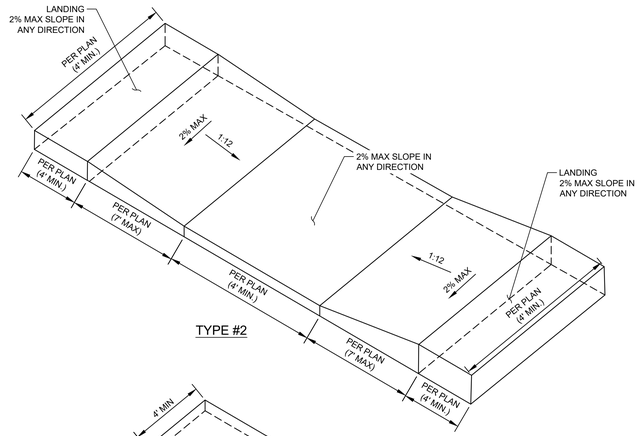
SURMOUNTABLE CURB & GUTTER DETAIL

8 C500

NOT TO SCALE



TYPE #3



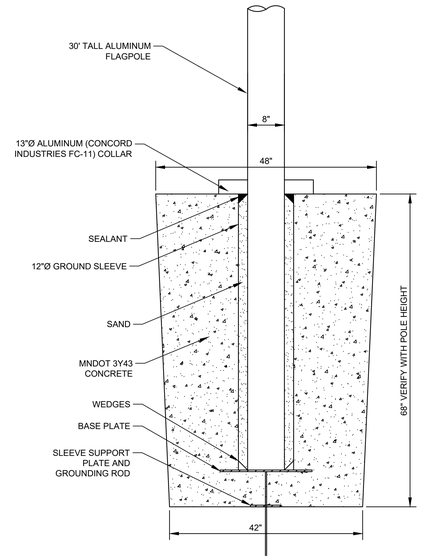
TYPE #2

TYPE #1

ACCESSIBLE RAMP DETAIL

9 C500

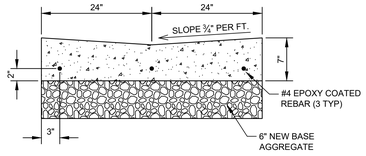
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FLAG POLE FOUNDATION DETAIL

10 C500

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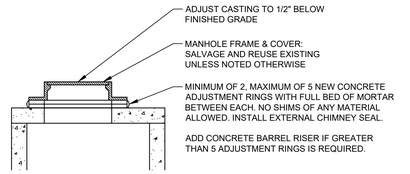


CONCRETE VALLEY GUTTER DETAIL

11 C500

NOT TO SCALE

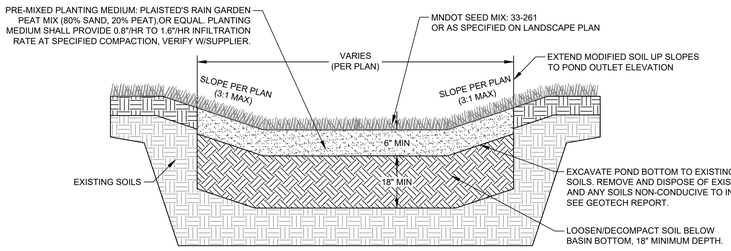
NOTE:
A STRUCTURE ADJUSTMENT SHALL INCLUDE REMOVING AND SALVAGING THE EXISTING CASTING ASSEMBLY, REMOVING EXISTING CONCRETE RINGS TO THE PRECAST SECTION, INSTALLING NEW RINGS AND SALVAGED OR NEW CASTING TO PROPOSED GRADES, CLEANING CASTING FLANGE BY MECHANICAL MEANS TO INSURE A SOUND SURFACE, AND INSTALLING AN EXTERNAL CHIMNEY SEAL FROM CASTING TO PRECAST SECTION. CHIMNEY SEAL SHALL BE INFI-SHIELD, UNI-BAND, OR AN APPROVED EQUAL.



STRUCTURE ADJUSTMENT DETAIL

12 C500

NOT TO SCALE



NOTES:
1. THE EXISTING SOILS SHALL BE PROTECTED FROM COMPACTION DUE TO CONSTRUCTION TRAFFIC. AREAS SHALL BE STAKED AND MARKED OFF, WITH ONLY LOW IMPACT EQUIPMENT (TRACKED OR SIMILAR) ALLOWED.

INFILTRATION BASIN CROSS SECTION

13 C500

NOT TO SCALE

CREST VIEW REBUILD
BID PACKAGE 2
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INDEPENDENT SCHOOL DISTRICT #279
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Eric G. Meyer P.E.

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DETAILS

Scale: As indicated

C500

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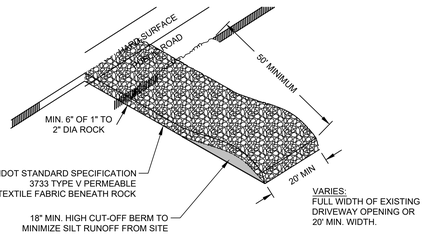
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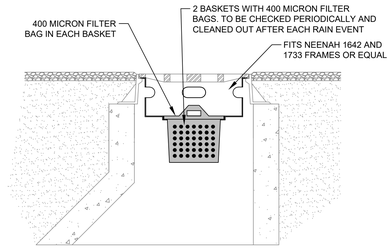
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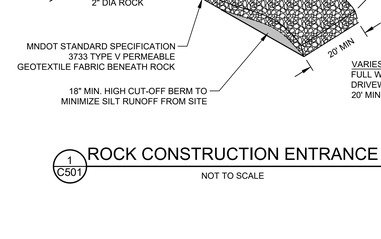
MN



1 C501 ROCK CONSTRUCTION ENTRANCE
NOT TO SCALE

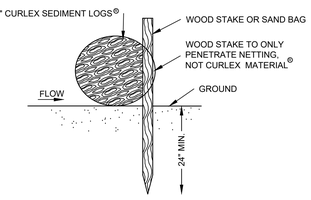


2 C501 INFRASAFE INLET PROTECTION DEVICE (OR EQ.)
NOT TO SCALE



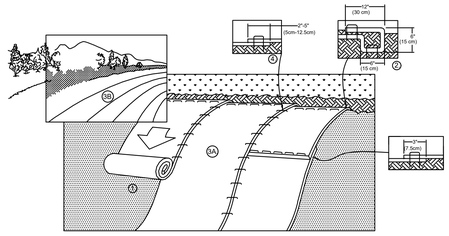
NOTE: DEPENDING UPON CONFIGURATION, ATTACH FABRIC TO WIRE MESH WITH HOG RINGS, STEEL POSTS WITH WIRES, OR WOOD POSTS WITH STAPLES.

3 C501 SILT FENCE INSTALLATION DETAIL
NOT TO SCALE



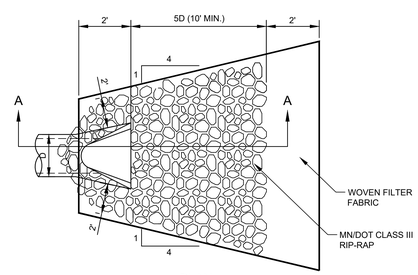
NOTES:
1. STAKE OR SAND BAG SPACING SHALL BE 2 FEET O.C.

4 C501 SEDIMENT LOG DETAIL
NOT TO SCALE

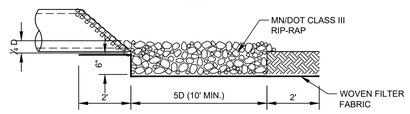


1. PREPARE SOIL BEFORE INSTALLING ROLLED EROSION CONTROL PRODUCTS (RECP's), INCLUDING ANY NECESSARY APPLICATION OF LIME, FERTILIZER, AND SEED. NOTE: WHEN USING CELL-O-SEED DO NOT SEED PREPARED AREA. CELL-O-SEED MUST BE INSTALLED WITH PAPER SIDE DOWN.
2. BEGIN AT THE TOP OF THE SLOPE BY ANCHORING THE RECP's IN A 6" (15 CM) DEEP X 6" (15 CM) WIDE TRENCH WITH APPROXIMATELY 12" (30cm) OF RECP's EXTENDED BEYOND THE UP-SLOPE PORTION OF THE TRENCH. ANCHOR THE RECP's WITH A ROW OF STAPLES/STAKES APPROXIMATELY 12" (30 CM) APART IN THE BOTTOM OF THE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING. APPLY SEED TO COMPACTED SOIL AND FOLD REMAINING 12" (30 CM) PORTION OF RECP's BACK OVER SEED AND COMPACTED SOIL. SECURE RECP's OVER COMPACTED SOIL WITH A ROW OF STAPLES/STAKES SPACED APPROXIMATELY 12" (30 CM) APART ACROSS THE WIDTH OF THE RECP's.
3. ROLL THE RECP's (A.) DOWN OR (B.) HORIZONTALLY ACROSS THE SLOPE. RECP's WILL UNROLL WITH APPROPRIATE SIDE AGAINST THE SOIL SURFACE. ALL RECP's MUST BE SECURELY FASTENED TO SOIL SURFACE BY PLACING STAPLES/STAKES IN APPROPRIATE LOCATIONS AS SHOWN IN THE STAPLE PATTERN GUIDE. WHEN USING THE DOT SYSTEM , STAPLES/STAKES SHOULD BE PLACED THROUGH EACH OF THE COLORED DOTS CORRESPONDING TO THE APPROPRIATE STAPLE PATTERN.
4. THE EDGES OF PARALLEL RECP's MUST BE STAPLED WITH APPROXIMATELY 2" - 5" (5 CM - 12.5 CM) OVERLAP DEPENDING ON RECP's TYPE.
5. CONSECUTIVE RECP's SPLICED DOWN THE SLOPE MUST BE PLACED END OVER END (SHINGLE STYLE) WITH AN APPROXIMATE 3" (7.5 CM) OVERLAP. STAPLE THROUGH OVERLAPPED AREA, APPROXIMATELY 12" (30 CM) APART ACROSS ENTIRE RECP's WIDTH. NOTE: *IN LOOSE SOIL CONDITIONS, THE USE OF STAPLE OR STAKE LENGTHS GREATER THAN 6" (15 CM) MAY BE NECESSARY TO PROPERLY SECURE THE RECP's.

5 C501 EROSION CONTROL BLANKET
NOT TO SCALE



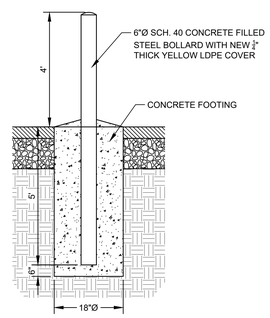
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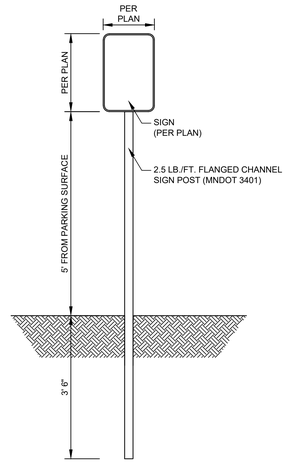
SECTION A-A

NOTE:
500X MIRAFI FABRIC OR EQUAL

6 C501 RIP-RAP AT OUTLETS
NOT TO SCALE

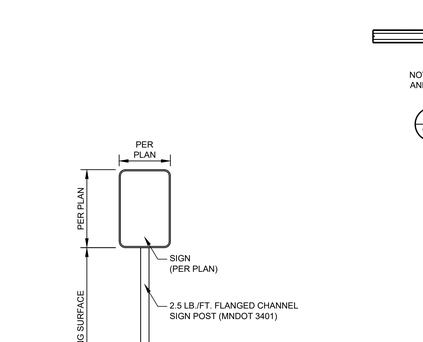


7 C501 BOLLARD DETAIL
NOT TO SCALE



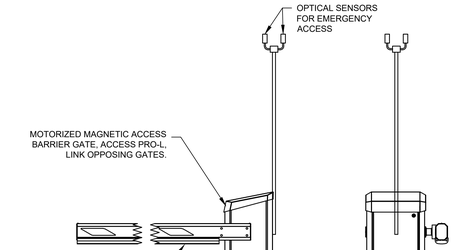
NOTES:
1. INSTALL IN ACCORDANCE WITH MUTCD AND MNDOT STANDARDS.
2. SEE PROJECT MANUAL FOR SIGN TYPES AND SIZES.
3. SIGN POSTS TO BE 6" BEHIND THE BACK OF CURB, UNLESS NOTED.
4. SHARE POST WHERE APPLICABLE.
5. SIGNS WITHIN CONCRETE SIDEWALKS SHALL BE SURFACE MOUNTED WITH APPROVED BREAK-AWAY DEVICES.

9 C501 PARKING SIGN AND POST DETAIL
NOT TO SCALE



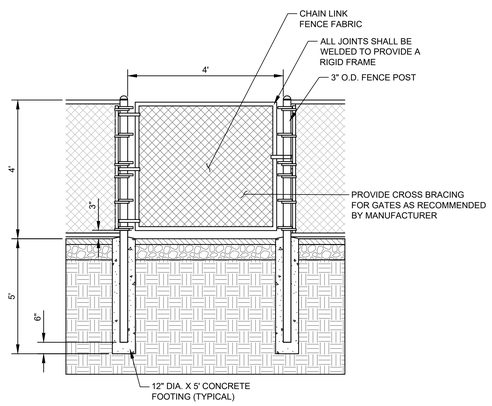
NOTE: AT PLAY AREA FENCING, INSTALL 12" WIDE BY 6" THICK CONCRETE MAINTENANCE STRIP.

10 C501 4' FENCE DETAIL
NOT TO SCALE

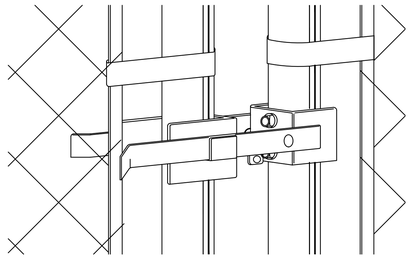


NOTE: COORDINATE WITH ELECTRICAL AND CONTROLS CONTRACTORS FOR WIRING AND DATA CONNECTIONS.

8 C501 TRAFFIC BARRIER GATE
NOT TO SCALE



11 C501 SINGLE GATE DETAIL
NOT TO SCALE



NOTE: LATCH SHALL BE A HEAVY-DUTY FULCRUM LATCH.

12 C501 ADA GATE LATCH DETAIL
NOT TO SCALE

I hereby certify that this plan, specifications 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.

Eric G. Meyer P.E.

Date: 10.02.2025 Lic. No.:

Revisions		
Description	Date	Num

Comm: 12256055.000
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DETAILS

Scale: As indicated

C501

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NOTES:

1.) HYDRANT SPECIFICATIONS PER CITY STANDARDS.

2.) ALL HYDRANT LEADS SHALL BE VALVED.

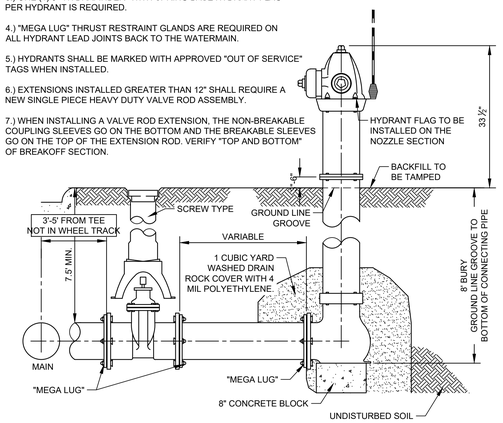
3.) ONE (1) 5" "HYDRAFINDER" WITH SPRING BASE HYDRANT FLAG PER HYDRANT IS REQUIRED.

4.) "MEGA LUG" THRUST RESTRAINT GLANDS ARE REQUIRED ON ALL HYDRANT LEAD JOINTS BACK TO THE WATERMAIN.

5.) HYDRANTS SHALL BE MARKED WITH APPROVED "OUT OF SERVICE" TAGS WHEN INSTALLED.

6.) EXTENSIONS INSTALLED GREATER THAN 12" SHALL REQUIRE A NEW SINGLE PIECE HEAVY DUTY VALVE ROD ASSEMBLY.

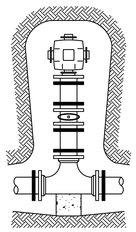
7.) WHEN INSTALLING A VALVE ROD EXTENSION, THE NON-BREAKABLE COUPLING SLEEVES GO ON THE BOTTOM AND THE BREAKABLE SLEEVES GO ON THE TOP OF THE EXTENSION ROD. VERIFY "TOP AND BOTTOM" OF BREAKOFF SECTION.



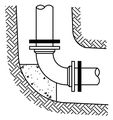
HYDRANT & GATE VALVE INSTALLATION DETAIL

1 / C502

NOT TO SCALE

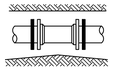


HYDRANT LEADS



BENDS

DENOTES MEGALUGS



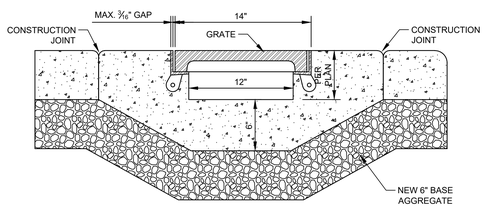
SLEEVES

NOTES:
1. MEGALUGS TO BE USED AT ALL MECHANICAL JOINTS
2. PLACE CONCRETE BLOCK UNDER ALL GATE VALVES AND HYDRANTS
3. THRUST BLOCKING AT ALL TEES, BENDS, AND AT HYDRANTS
4. ALL BOLTS INCLUDING T-BOLTS SHALL BE COR-BLUE.

TYPICAL MEGALUG AND THRUST BLOCK LOCATIONS

2 / C502

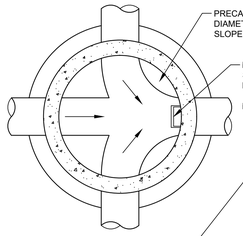
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TRENCH DRAIN DETAIL

3 / C502

NOT TO SCALE

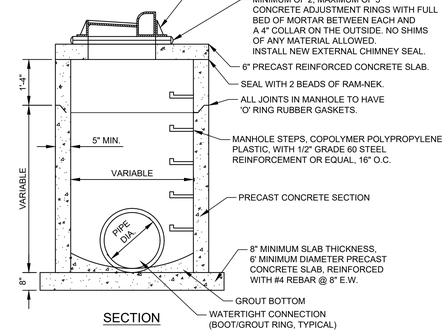


PLAN

PRECAST INVERT SHOULD BE 1/2 DIAMETER OF PIPE AND BENCHES SLOPED 2" TOWARD INVERT.

MANHOLE STEPS SHALL BE PLACED SO THAT OFFSET HOLE IN TOP SLAB IS FACING DOWNSTREAM.

NO BLOCK STRUCTURES ARE ALLOWED

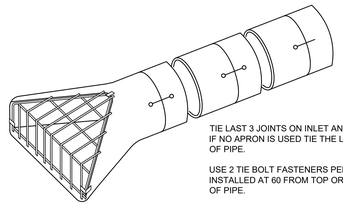


SECTION

CATCH BASIN MANHOLE DETAIL

4 / C502

NOT TO SCALE



TIE LAST 3 JOINTS ON INLET AND OUTLET. IF NO APRON IS USED TIE THE LAST 3 SECTIONS OF PIPE.

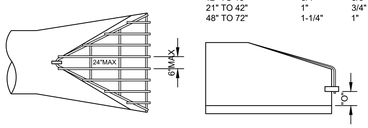
USE 2 TIE BOLT FASTENERS PER JOINT INSTALLED AT 60 FROM TOP OR BOTTOM OF PIPE.

USE 5/8" TIE FOR PIPE SIZES 12" TO 27".
USE 3/4" TIE FOR PIPE SIZES 30" TO 66".
USE 1" TIE FOR PIPE SIZES OVER 72".

NUTS AND WASHERS ARE NOT REQUIRED ON PIPE SIZE LESS THAN 21".

TRASH GUARDS WILL BE REQUIRED ON 18" OR LARGER PIPE.

SIZE OF PIPE	BARS	BOLTS	"O"
12" TO 18"	3/4"	5/8"	4"
21" TO 42"	1"	3/4"	6"
48" TO 72"	1-1/4"	1"	12"

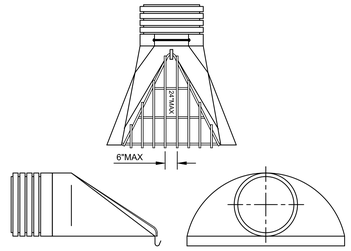


PROVIDE 3 CLIPS TO FASTEN TRASH GUARD TO F.E.S. HOT DIP GALVANIZE AFTER FABRICATION.

FLARED END SECTION DETAIL

5 / C502

NOT TO SCALE



PROVIDE 3 CLIPS TO FASTEN TRASH GUARD TO F.E.S. HOT DIP GALVANIZE AFTER FABRICATION.

FLARED END SECTION DETAIL

6 / C502

NOT TO SCALE

NOTES:

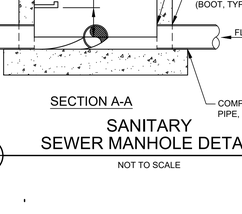
1.) GATE VALVE SPECIFICATIONS PER CITY STANDARDS.

4.) "MEGA LUG" THRUST RESTRAINT GLANDS ARE REQUIRED ON ALL GATE VALVE LEAD JOINTS BACK TO THE WATERMAIN.

5.) HYDRANTS SHALL BE MARKED WITH APPROVED "OUT OF SERVICE" TAGS WHEN INSTALLED.

7.) WHEN INSTALLING A VALVE ROD EXTENSION, THE NON-BREAKABLE COUPLING SLEEVES GO ON THE BOTTOM AND THE BREAKABLE SLEEVES GO ON THE TOP OF THE EXTENSION ROD. VERIFY "TOP AND BOTTOM" OF BREAKOFF SECTION.

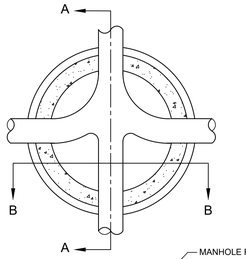
5.) CONTRACTOR SHALL ADJUST TOP BARREL SECTION FLUSH TO FINISH GRADE



GATE VALVE INSTALLATION DETAIL

7 / C502

NOT TO SCALE



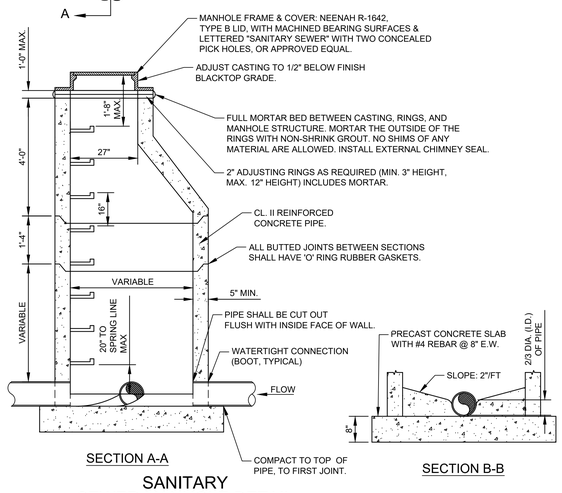
NOTES:

1.) GROUT BOTTOM OF MANHOLE TO 1/2 OR 2/3 DIAMETER OF PIPE AND SLOPE GROUT 2" PER FOOT.

2.) 1/4" TO 1/2" IS MAX. MORTAR THICKNESS WITH USED FOR CASTING ADJUSTMENT.

3.) COPOLYMER POLYPROPYLENE PLASTIC, WITH 1/2" GRADE 60 STEEL REINFORCEMENT OR APPROVED EQUAL, STEPS 16" O.C. DOWNSTREAM SIDE.

4.) KOR-N-SEAL AT PIPE CONNECTION INTO MANHOLE OR EQUAL CONSIDERED ACCEPTABLE ALTERNATE.



SECTION A-A

SECTION B-B

SANITARY SEWER MANHOLE DETAIL

8 / C502

NOT TO SCALE

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10/2/2025 11:28:56 AM

CREST VIEW REBUILD
BID PACKAGE 2
8200 Zane Ave North
Brooklyn Park, MN 55443

INDEPENDENT SCHOOL DISTRICT #279
11200 93rd Ave N,
Maple Grove, MN 55369

Wold

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3524 Labore Road
White Bear Lake, MN 55110
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I hereby certify that this plan, specifications 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.

Eric G. Meyer P.E.

Date: 10.02.2025 Lic. No.:

Revisions		
Description	Date	Num

Comm: 12256055.000
Date: 10.02.2025
Drawn: NJN
Check: EGM

City CUP Submittal 10-02-25 (NOT FOR CONSTRUCTION)

DETAILS

Scale: As indicated

C502

EXISTING CONDITIONS & SITE REMOVAL NOTES

SITE REMOVAL NOTES

1. EXISTING SITE INFORMATION WAS PROVIDED BY OTHERS. ACTUAL FIELD CONDITIONS MAY VARY. FIELD VERIFY UTILITY LOCATIONS AND ELEVATIONS PRIOR TO CONSTRUCTION.
2. THE LOCATIONS OF EXISTING UTILITIES SHOWN ON THIS PLAN HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE LANDSCAPE ARCHITECT ASSUMES NO RESPONSIBILITY FOR THEIR ACCURACY. PRIOR TO THE START OF DEMOLITION ACTIVITY, THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES FOR ONSITE LOCATIONS OF EXISTING UTILITIES. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT EXISTING UTILITIES OR STRUCTURES LOCATED AT THE WORK SITE.
3. CONTRACTOR TO VERIFY THE LOCATION OF UNDERGROUND UTILITIES PRIOR TO BEGINNING ANY CONSTRUCTION BY CALLING GOPHER STATE ONE-CALL AT 651-454-0002 (METRO) OR 1-800-252-1166 (OUT-STATE).
4. THE CONTRACTOR SHALL COORDINATE WITH RESPECTIVE UTILITY COMPANIES PRIOR TO THE REMOVAL AND/OR RELOCATION OF UTILITIES. THE CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANY CONCERNING PORTIONS OF WORK WHICH MAY BE PERFORMED BY UTILITY COMPANY'S FORCES AND FEES WHICH ARE TO BE PAID TO THE UTILITY COMPANY FOR THEIR SERVICES. THE CONTRACTOR IS RESPONSIBLE FOR PAYING FEES AND CHARGES.
5. ALWAYS VERIFY BENCHMARK ELEVATIONS BETWEEN TWO BENCHMARKS.
6. PRIOR TO DEMOLITION, EROSION CONTROL DEVICES ARE TO BE INSTALLED WHERE NECESSARY AND OBTAIN AN NPDES STORM WATER PERMIT. REFER TO CIVIL FOR EROSION CONTROL.
7. DAMAGE TO REMAINING EXISTING CONDITIONS WILL BE REPLACED AT CONTRACTOR'S EXPENSE AND SHALL BE EQUAL TO OR EXCEED THE QUALITY OF CONSTRUCTION PRIOR TO DAMAGE.
8. CONTRACTOR SHALL PRESERVE VEGETATION NOT TO BE REMOVED BY CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR RE-SEEDING OR SODDING AREAS DISTURBED BY CONSTRUCTION.
9. LOCATION AND ELEVATIONS OF IMPROVEMENTS TO BE MET (OR AVOIDED) SHALL BE CONFIRMED BY THE CONTRACTOR THROUGH FIELD EXPLORATIONS PRIOR TO CONSTRUCTION. CONTRACTOR SHALL REPORT TO THE LANDSCAPE ARCHITECT DISCREPANCIES BETWEEN THEIR MEASUREMENTS AND THESE PLANS. CONTRACTOR SHALL ALSO MAKE EXPLORATION EXCAVATIONS AND LOCATE EXISTING UNDERGROUND UTILITIES SUFFICIENTLY AHEAD OF CONSTRUCTION TO PERMIT REVISIONS TO PLANS IF REVISIONS ARE NECESSARY BECAUSE OF ACTUAL LOCATION OF EXISTING FACILITIES. CONTRACTOR IS REQUIRED TO TAKE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN AND OTHER EXISTING LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS.

SITE AND LANDSCAPE NOTES

SITE PREPARATION NOTES

1. CONTRACTOR SHALL INSPECT THE SITE AND BECOME FAMILIAR WITH EXISTING CONDITIONS RELATING TO THE NATURE AND SCOPE OF WORK.
2. CONTRACTOR SHALL VERIFY PLAN LAYOUT AND BRING TO THE ATTENTION OF THE LANDSCAPE ARCHITECT DISCREPANCIES WHICH MAY COMPROMISE THE DESIGN OR INTENT OF THE LAYOUT.
3. CONTRACTOR SHALL ASSURE COMPLIANCE WITH APPLICABLE CODES AND REGULATIONS GOVERNING THE WORK AND MATERIALS SUPPLIED.
4. CONTRACTOR SHALL PROTECT EXISTING ROADS, CURBS/GUTTERS, TRAILS, TREES, LAWNS AND SITE ELEMENTS DURING CONSTRUCTION OPERATIONS. DAMAGE TO SAME SHALL BE REPAIRED AT NO ADDITIONAL COST TO THE OWNER.
5. CONTRACTOR SHALL VERIFY ALIGNMENT AND LOCATION OF UNDERGROUND AND ABOVE GRADE UTILITIES AND PROVIDE THE NECESSARY PROTECTION FOR SAME BEFORE CONSTRUCTION BEGINS (MINIMUM 10' CLEARANCE).
6. CONTRACTOR SHALL COORDINATE THE PHASES OF CONSTRUCTION AND PLANTING INSTALLATION WITH OTHER CONTRACTORS WORKING ON SITE.
7. UNDERGROUND UTILITIES SHALL BE INSTALLED SO THAT TRENCHES DO NOT CUT THROUGH ROOT SYSTEMS OF EXISTING TREES TO REMAIN.
8. EXISTING CONTOURS, TRAILS, VEGETATION, CURB/GUTTER AND OTHER ELEMENTS ARE BASED UPON INFORMATION SUPPLIED TO THE LANDSCAPE ARCHITECT BY OTHERS. CONTRACTOR SHALL VERIFY DISCREPANCIES PRIOR TO CONSTRUCTION AND NOTIFY LANDSCAPE ARCHITECT OF SAME.
9. HORIZONTAL AND VERTICAL ALIGNMENT OF PROPOSED WALKS, TRAILS OR ROADWAYS ARE SUBJECT TO FIELD ADJUSTMENT REQUIRED TO CONFORM TO LOCALIZED TOPOGRAPHIC CONDITIONS AND TO MINIMIZE TREE REMOVAL AND GRADING. CHANGES IN ALIGNMENT AND GRADES MUST BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO IMPLEMENTATION.
10. CONTRACTOR SHALL REVIEW THE SITE FOR DEFICIENCIES IN SITE CONDITIONS WHICH MIGHT NEGATIVELY AFFECT PLANT ESTABLISHMENT, SURVIVAL OR WARRANTY. UNDESIRABLE SITE CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO COMMENCEMENT OF WORK.
11. CONTRACTOR IS RESPONSIBLE FOR ONGOING MAINTENANCE OF NEWLY INSTALLED MATERIALS UNTIL TIME OF SUBSTANTIAL COMPLETION. REPAIR OF ACTS OF VANDALISM OR DAMAGE WHICH MAY OCCUR PRIOR TO SUBSTANTIAL COMPLETION SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR.
12. EXISTING TREES OR SIGNIFICANT SHRUB MASSINGS FOUND ON SITE SHALL BE PROTECTED AND SAVED UNLESS NOTED TO BE REMOVED OR ARE LOCATED IN AN AREA TO BE GRADED. QUESTIONS REGARDING EXISTING PLANT MATERIAL SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO REMOVAL.
13. EXISTING TREES TO REMAIN, UPON DIRECTION OF LANDSCAPE ARCHITECT, SHALL BE FERTILIZED AND PRUNED TO REMOVE DEAD WOOD, DAMAGED AND RUBBING BRANCHES.
14. CONTRACTOR SHALL PREPARE AND SUBMIT A WRITTEN REQUEST FOR THE SUBSTANTIAL COMPLETION INSPECTION OF LANDSCAPE AND SITE IMPROVEMENTS PRIOR TO SUBMITTING FINAL PAY REQUEST.
15. CONTRACTOR SHALL PREPARE AND SUBMIT REPRODUCIBLE AS-BUILT DRAWING(S) OF LANDSCAPE INSTALLATION, IRRIGATION AND SITE IMPROVEMENTS UPON COMPLETION OF CONSTRUCTION INSTALLATION AND PRIOR TO SUBSTANTIAL COMPLETION.
16. SYMBOLS ON PLAN DRAWING TAKE PRECEDENCE OVER SCHEDULES IF DISCREPANCIES IN QUANTITIES EXIST. SPECIFICATIONS AND DETAILS TAKE PRECEDENCE OVER NOTES.

SOIL TESTING

1. CONTRACTOR SHALL OBTAIN A SOIL SAMPLE(S) FROM PROJECT SITE AND/OR SALVAGED TOPSOIL STOCKPILE AND SUBMIT TO INDEPENDENT TESTING AGENCY. ANALYSIS AND RECOMMENDATIONS FOR (INCLUDING BUT NOT LIMITED TO) MACRONUTRIENTS, MICRONUTRIENTS, COMPOSITION AND SOLUBLE SALTS SHALL BE PROVIDED.
2. CONTRACTOR SHALL PROVIDE TWO SERIES OF TESTS: FIRST, PRIOR TO CONSTRUCTION; SECOND, AFTER SOIL IS AMENDED, PRIOR TO PLANTING.
3. CONTRACTOR SHALL PROVIDE ANALYSIS RESULTS AND RECOMMENDATIONS TO THE LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO SOIL AMENDMENT AND PRIOR TO PLANTING.

PLANTING

1. SPRING PLANT MATERIAL INSTALLATION IS FROM APRIL 15 TO JUNE 15.
2. FALL CONIFEROUS PLANTING IS ACCEPTABLE FROM AUGUST 21 TO SEPTEMBER 30.
3. FALL DECIDUOUS PLANTING IS ACCEPTABLE FROM AUGUST 15 UNTIL NOVEMBER 15.
4. ADJUSTMENTS TO PLANTING DATES MUST BE APPROVED IN WRITING BY THE LANDSCAPE ARCHITECT.
5. STAKE PROPOSED PLANTING LOCATIONS PER PLAN FOR REVIEW AND APPROVAL BY LANDSCAPE ARCHITECT PRIOR TO INSTALL.
6. PLANT MATERIAL SHALL COMPLY WITH THE CURRENT EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK, ANSI Z60.1. UNLESS NOTED OTHERWISE, DECIDUOUS SHRUBS SHALL HAVE AT LEAST 5 CANES AT THE SPECIFIED HEIGHT. ORNAMENTAL TREES SHALL HAVE NO 'V' CROTCHES AND SHALL BEGIN BRANCHING NO LOWER THAN 3' FEET ABOVE THE ROOT BALL. STREET AND BOULEVARD TREES SHALL BEGIN BRANCHING NO LOWER THAN 6' ABOVE PAVED SURFACE.
7. INSTALL PLANT MATERIAL AFTER FINAL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
8. INSTALL PLANT MATERIALS PER PLANTING DETAILS.
9. SUBSTITUTION REQUESTS FOR PLANT MATERIAL TYPE & SIZE SHALL BE SUBMITTED TO THE LANDSCAPE ARCHITECT FOR CONSIDERATION PRIOR TO BIDDING. SUBSTITUTIONS AFTER BIDDING MUST BE APPROVED BY LANDSCAPE ARCHITECT AND ARE SUBJECT TO CONTRACT ADJUSTMENTS.
10. ADJUSTMENTS IN LOCATION OF PROPOSED PLANT MATERIALS MAY BE NEEDED IN FIELD. LANDSCAPE ARCHITECT MUST BE NOTIFIED PRIOR TO ADJUSTMENT OF PLANTS.
11. FERTILIZE PLANT MATERIALS IN ACCORDANCE WITH SOIL TEST RECOMMENDATIONS.
12. INSTALL 18" DEPTH OF PLANTING SOIL IN AREAS RECEIVING GROUND COVER, PERENNIALS, AND ANNUALS. PLANTING SOIL SHALL CONSIST OF MnDOT 3877-B MODIFIED TO CONTAIN A MAXIMUM OF 30% SAND, A PH OF 7.1 MAX, OR AS OTHERWISE SPECIFIED IN THE PROJECT SPECIFICATIONS MANUAL.
13. DO NOT WRAP TREES.
14. APPLY PRE-EMERGENT HERBICIDE (PREEN OR APPROVED EQUAL) IN ANNUAL, PERENNIAL, AND SHRUB BEDS FOLLOWED BY SHREDDED HARDWOOD MULCH. REFER TO SPECIFICATIONS FOR ADDITIONAL INFORMATION REGARDING USE OF HERBICIDES.

MULCHING

1. INSTALL 4" DEEP FINELY SHREDDED HARDWOOD MULCH RINGS AT CONIFEROUS & DECIDUOUS TREES WITH NO MULCH IN DIRECT CONTACT WITH TREE TRUNK.
2. INSTALL 3" DEEP FINELY SHREDDED HARDWOOD MULCH RINGS AT SHRUB PLANTING AREAS WITH NO MULCH IN DIRECT CONTACT WITH SHRUB STEMS.
3. INSTALL 3" DEEP FINELY SHREDDED MULCH IN PERENNIAL PLANTING BEDS. REMOVE ALL MULCH FROM STEMS OF PERENNIALS; PLANT STEMS SHOULD NOT BE IN DIRECT CONTACT WITH MULCH.

WATERING

1. PLANTED MATERIALS SHALL BE WATERED BY TEMPORARY MEANS UNTIL PLANTS ARE ESTABLISHED.
2. TEMPORARY WATERING MEANS, METHODS, AND SCHEDULING SHALL BE THE CONTRACTOR'S RESPONSIBILITY. REMOVE TEMPORARY WATERING EQUIPMENT UPON PLANT ESTABLISHMENT.

WARRANTY

1. WARRANTY NEW PLANT MATERIAL THROUGH ONE CALENDAR YEAR FROM THE DATE OF SUBSTANTIAL COMPLETION. NO PARTIAL ACCEPTANCE WILL BE CONSIDERED.

TURF NOTES

1. SOD AREAS DISTURBED DUE TO GRADING UNLESS NOTED OTHERWISE.
2. WHERE SOD ABUTS PAVED SURFACES, FINISHED GRADE OF SOD/SEED SHALL BE HELD 1" BELOW SURFACE ELEVATION OF TRAIL, SLAB, CURB, ETC.
3. SOD SHALL BE LAID PARALLEL TO THE CONTOURS AND SHALL HAVE STAGGERED JOINTS. ON SLOPES STEEPER THAN 3:1 OR IN DRAINAGE SWALES, SOD SHALL BE STAKED SECURELY WITH WOODEN STAKES; NO METAL STAKES ARE ALLOWED.
4. UNLESS NOTED OTHERWISE, THE APPROPRIATE DATES FOR SPRING SEED & SOD PLACEMENT IS FROM THE TIME GROUND HAS THAWED TO JUNE 15.
5. FALL SODDING IS ACCEPTABLE FROM AUGUST 15 TO NOVEMBER 1. FALL SEEDING IS ACCEPTABLE FROM AUGUST 15 TO SEPTEMBER 15. ADJUSTMENTS TO SOD/SEED PLANTING DATES MUST BE APPROVED IN WRITING BY THE LANDSCAPE ARCHITECT.
6. NO SOD NETTING ALLOWED ON SITE.

IRRIGATION NOTES

1. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AN IRRIGATION LAYOUT PLAN AND SPECIFICATION THAT MEETS THE REQUIREMENTS OF THE PROVIDED PERFORMANCE SPECIFICATION AS PART OF THE SCOPE OF WORK. SUBMIT LAYOUT PLAN AND SPECIFICATIONS FOR APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO ORDER AND/OR CONSTRUCTION. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT SODDED/SEEDED AND PLANTED AREAS ARE IRRIGATED PROPERLY, INCLUDING THOSE AREAS DIRECTLY AROUND AND ABUTTING BUILDING FOUNDATION.
2. CONTRACTOR SHALL FIELD VERIFY WATER SUPPLY, VOLUME, PRESSURE AND LOCATION FOR SYSTEM TAP PRIOR TO SYSTEM DESIGN.
3. CONTRACTOR SHALL FIELD VERIFY AND INSPECT EXISTING IRRIGATION SYSTEM LAYOUT, EQUIPMENT, CONDITION AND OPERABILITY PRIOR TO SYSTEM DESIGN.
4. CONTRACTOR SHALL CONFIRM COMPLETE LIMITS OF IRRIGATION WITH LANDSCAPE ARCHITECT PRIOR TO SUPPLYING SHOP DRAWINGS.
5. CONTRACTOR SHALL CONTACT LANDSCAPE ARCHITECT FOR INSPECTION AND APPROVAL OF AREAS RECEIVING DRIP IRRIGATION PRIOR TO INSTALLATION OF MULCH.
6. CONTRACTOR SHALL PROVIDE THE OWNER AND LANDSCAPE ARCHITECT WITH AS-BUILT DRAWINGS, DETAILED SYSTEM OPERATION INSTRUCTIONS AND AN IRRIGATION SCHEDULE APPROPRIATE TO THE PROJECT SITE CONDITIONS AND PLANTED MATERIAL GROWTH REQUIREMENTS.

4.11D PLAN SET
Page 24

CREST VIEW REBUILD
BID PACKAGE 2
8200 Zane Ave North
Brooklyn Park, MN 55443

INDEPENDENT SCHOOL DISTRICT #279
11200 93rd Ave N,
Maple Grove, MN 55369

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DF/ DAMON FARBER LANDSCAPE ARCHITECTS
310 South 4th Avenue, Suite 7050
Minneapolis, MN 55415 p: 612.332.7522

CITY SITE PLAN APPLICATION

Revisions		
Description	Date	Num

Comm: 12256055.000
Date: 10.02.2025
Drawn: TR/DL
Check: JS

LANDSCAPE NOTES AND ABBREVIATIONS

Scale: As indicated

L001

MATERIALS SCHEDULE

CODE	DESCRIPTION	QTY	DETAIL	MATERIAL PROFILE / ASSEMBLY	COLOR / FINISH				
CURB									
CB-101	CONCRETE CURB FLUSH WITH GRADE	2 LF		8" FLUSH CONCRETE CURB	LIGHT BROOM FINISH				
CODE	DESCRIPTION	QTY	DETAIL	MATERIAL PROFILE / ASSEMBLY	MANUFACTURER	PRODUCT / MODEL	COLOR / FINISH		
EDGING									
ED-01	EDGING TYPE 01 - STEEL EDGER		/	3/16" STEEL EDGING WITH 12" STAKES	MCGOUGH OR APPROVED EQUAL	3/16" GALV. STEEL	BLACK		
LANDSCAPE AMENITY									
LA-01	POURED IN PLACE CONCRETE FIRE RING	1		4` DIA. 18" DEPTH POURDED IN PLACE FIRE RING, TOP FLUSH WITH MORTARED LIMESTONE PAVING	CUSTOM	CUSTOM	BOARD FORMED CONCRETE FINISH		
MINERAL MULCH									
MM-01	MINERAL MULCH TYPE 01	14.0 CY		2 1/2" DRESSER TRAP ROCK 4" DEPTH OVER NON WOVEN FILTER FABRIC	DRESSER TRAP ROCK	2 1/2" DRESSER TRAP	GREY / CLEAN WASHED		
CODE	DESCRIPTION	QTY	DETAIL	SPEC #	MATERIAL PROFILE / ASSEMBLY	MANUFACTURER	PRODUCT / MODEL	COLOR / FINISH	COMMENTS
PAVING									
P-01	PAVING TYPE 01 - PEDESTRIAN CONCRETE PAVING	41,946 SF			SEE CIVIL	-	-	-	
P-02A	PAVING FINISH TYPE 2 - DECORATIVE CONCRETE FINISH A	1,483 SF	/	321316	SEE CIVIL	-	-	SEE SPECIFICATION	-
P-03B	PAVING FINISH TYPE 3 - DECORATIVE CONCRETE FINISH B	927 SF	/	321316	SEE CIVIL	-	-	SEE SPECIFICATION	-
P-04	PAVING TYPE 04 - MORTARED LIMESTONE FLAGSTONE PAVING	356 SF							
P-04	PAVING TYPE 4- AGGREGATE PAVING	868 SF	/		4" THICK DG, OVER 4" OF 3/4" MINUS COMPACTED STONE BASE, OVER COMPACTED SUBGRADE	HEDBERG AGGREGATS	3/8" GRANITE CHIPS WITH FINES	GRAY	
P-05	PAVING TYPE 05 - CONCRETE UNIT PAVING	1,897 SF	3/L501		CONCRETE UNIT PAVER, OVER SAND SETTING BED, OVER COMPACTED SUBBASE, OVER COMPACTED SUBGRADE	ROCHESTER CONCRETE PROUCTS	HOLLAND SERIES	FACEMIX PAVERS	INSTALL IN RUNNING BOND PATTERN
P-06	PAVING TYPE 06 - ENGINEERED WOOD FIBER PATH	3,991 SF	4/L501		4" DEPTH ENGINEERED WOOD FIBER	FIBAR	PLAYGROUND HARDWOOD MULCH	TO BE SELECTED BY LANDSCAPE ARCHITECT	
P-07	PAVING TYPE 07 - LIMESONE FLAGSTONE STEPPERS	56			FLAGSTONE STEPPER SET ON AGGREGATE BASE, RECESSED IN TURF, 18" - 24" DIA. X 3" THICK	KASOTA STONE	LIMESTONE	BUFF LIMESTONE	
CODE	DESCRIPTION	QTY	DETAIL	MATERIAL PROFILE / ASSEMBLY	MANUFACTURER	PRODUCT / MODEL	COLOR / FINISH	COMMENTS	
ROCK									
RO-01	ROCK TYPE 01 - LIMESTONE SEATING BLOCKS	33	/	MONOLITHIC STACKED LIMESTONE STONE; SET ON COMPACTED AGGREGATE BASE AND SUBGRADE; 3.5` L X 2` W X 2` H	WINNEABGO OUTCROPPINGS	NATURAL/ BUFF	SPLIT FACES, CUT TOPS AND BOTTOMS;	HARD ROCK LANDSCAPE SUPPLY	
SITE FURNITURE									
SF-01	FLAG POLE - SEE STRUCTURAL	1	8/L501	NEW POLES WITH INTERNAL MECHANISMS				SEE STRUCTURAL	
SF-02	METAL RAISED PLANTING BED	6		6` L X 4` W X 17" HGT. METAL RAISED GARDEN BEDS	VEGEGA	17" TALL 4X8 METAL RAISED GARDEN BEDS (10 IN 1) (UPGRADE 2,0)	SLATE GREY		
CODE	DESCRIPTION	QTY	DETAIL	MATERIAL PROFILE / ASSEMBLY	MANUFACTURER	PRODUCT / MODEL	COLOR / FINISH		
WALL									
WL-01	WALL TYPE 01 - PRECEAST CONCRETE SEAT WALL	48 LF		PRECAST CONCRETE SEAT WALL LENGTH PER PLAN, 2.5` H X 18" DEPTH, WITH 10 EQ. JOINTS, OVER CONCRETE SUB SLAB, OVER COMPACTED AGGREGATE, COMPACTED SUBGRADE	EDWARDS CAST STONE COMPANY	PRECAST CONCRETE	#25 COLOR, ACID WASH		

4.11D PLAN SET
Page 25

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CITY SITE PLAN APPLICATION

Revisions		
Description	Date	Num

Comm: 12256055.000
Date: 10.02.2025
Drawn: TR/DL
Check: JS

HARDSCAPE SCHEDULES

Scale: As indicated

L010

PLANT SCHEDULE

SYMBOL	QTY	BOTANICAL / COMMON NAME	SIZE	CONT.	REMARKS
TREES					
	129	ABIES BALSAMEA BALSAM FIR	2" CAL.	B&B	
	23	ACER RUBRUM RED MAPLE	2" CAL.	B&B	
	6	ACER SACCHARUM SUGAR MAPLE	2" CAL.	B&B	
	20	AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE' AUTUMN BRILLIANCE APPLE SERVICEBERRY	2" CAL.	B&B	
	16	PINUS STROBUS 'ALBA' WHITE PINE	8` HT.	CONT.	
	25	POPULUS TREMULOIDES QUAKING ASPEN	2.5" CAL.	B&B	
	5	QUERCUS BICOLOR SWAMP WHITE OAK	3" CAL.	B&B	
	15	QUERCUS MACROCARPA BURR OAK	2" CAL.	B&B	
	27	QUERCUS RUBRA NORTHERN RED OAK	2" CAL.	B&B	
	24	TILIA CORDATA LITTLELEAF LINDEN	2" CAL.	B&B	
SHRUB AREAS					
	33,096 SF	SHRUB AREA TYPE 01			
	191,409 SF	NATIVE SEEDING TYPE 01- SAVANNA			
	33,517 SF	NATIVE SEEDING TYPE 02 - WET			
GROUND COVERS					
	51,056 SF	TURF SOD			
	117,079 SF	TURF SEED			

CITY CODE REQUIREMENTS:
SITE AREA: 434,000 SF 'OPEN SPACE'

THE CITY CODE STATES THAT WE HAVE TO MEET 3 OF THE 4 FOLLOWING REQUIREMENTS ON OUR SITE:
REQUIREMENTS MET ARE SHOWN IN BOLD.

1 OVERSTORY TREE FOR EVERY 3,000 SF OF OPEN AREA = 145 OVERSTORY TREES
1 EVERGREEN TREE FOR EVERY 3,000 SF OF OPEN AREA = 145 EVERGREEN TREES
1 ORNAMENTAL TREE PER 1,500 SF OF OPEN AREA = 289 ORNAMENTAL TREES
1 SHRUB PER 100 SF OF OPEN AREA = 4,345 SHRUBS

4.11D PLAN SET
Page 26

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LANDSCAPE SCHEDULES

Scale: As indicated

L011

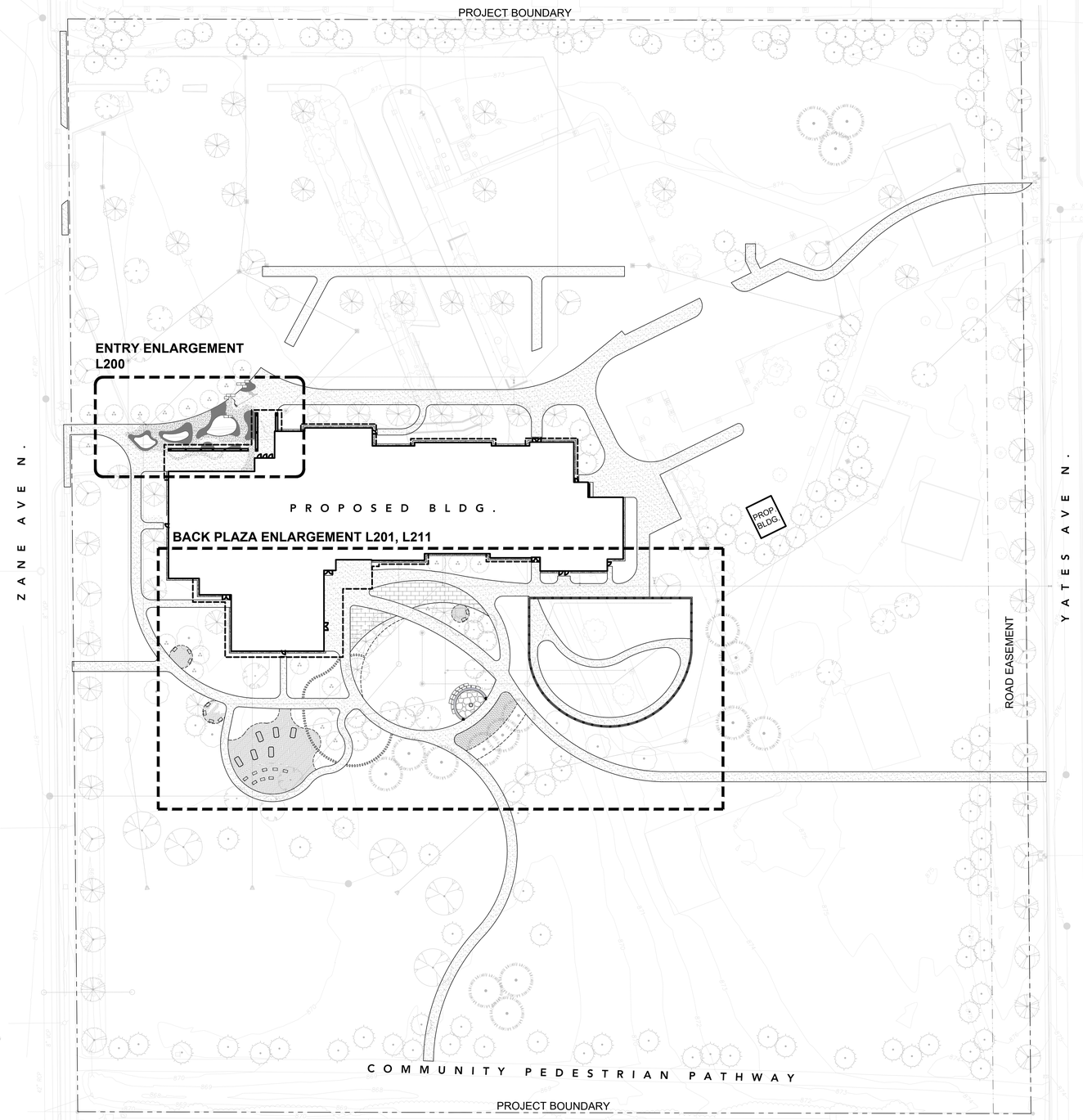
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NORTH
0' 40' 80'

CITY SITE PLAN APPLICATION

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SITE LAYOUT PLAN

Scale: As indicated

L105

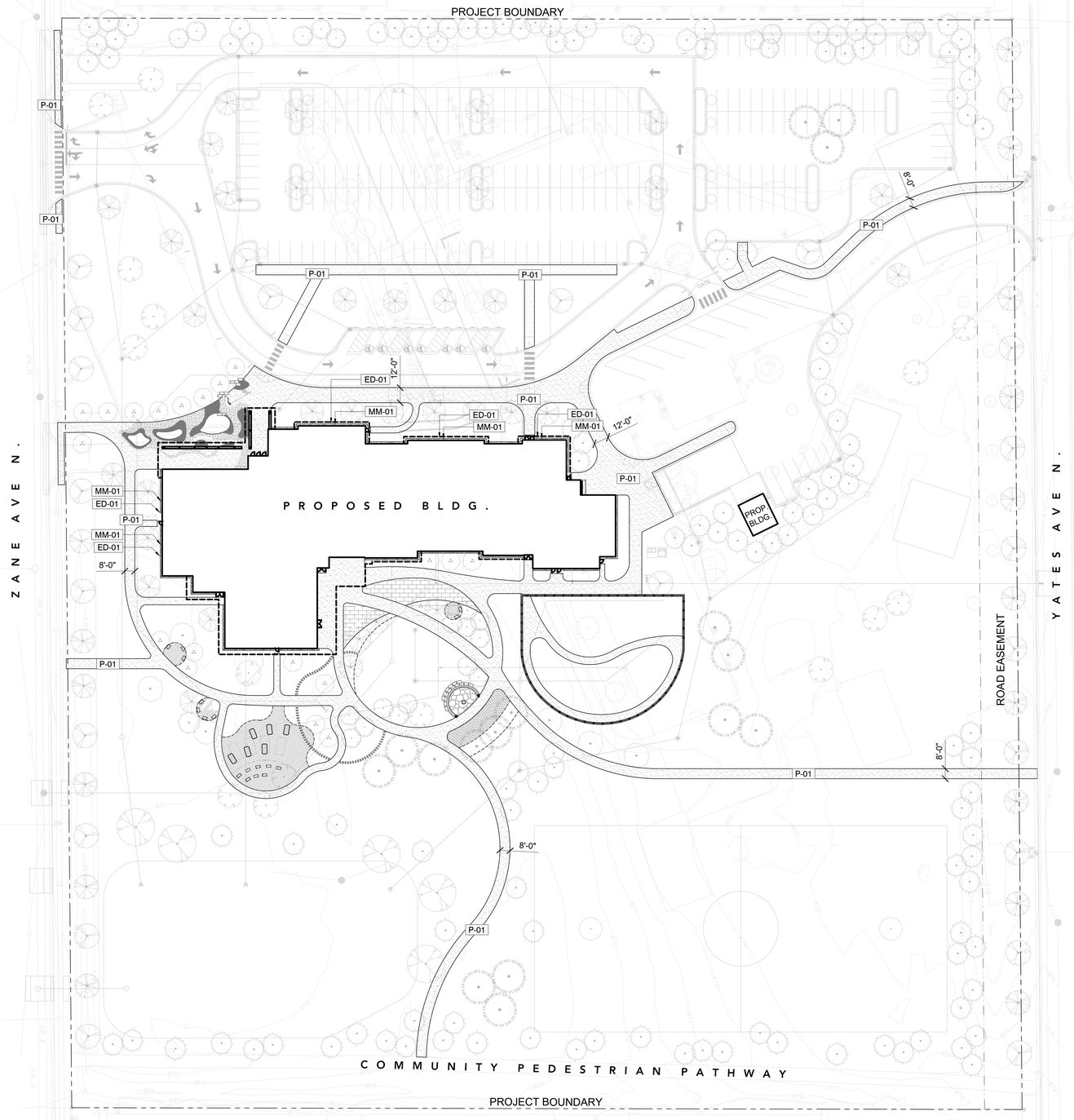
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MATERIALS LEGEND

CODE	DESCRIPTION
EDGING	
ED-01	EDGING TYPE 01 - STEEL EDGER
MINERAL MULCH	
MM-01	MINERAL MULCH TYPE 01
PAVING	
P-01	PAVING TYPE 01 - PEDESTRIAN CONCRETE PAVING

NORTH
0' 40' 80'

CITY SITE PLAN APPLICATION

Revisions		
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MATERIALS PLAN

Scale: As indicated

L110

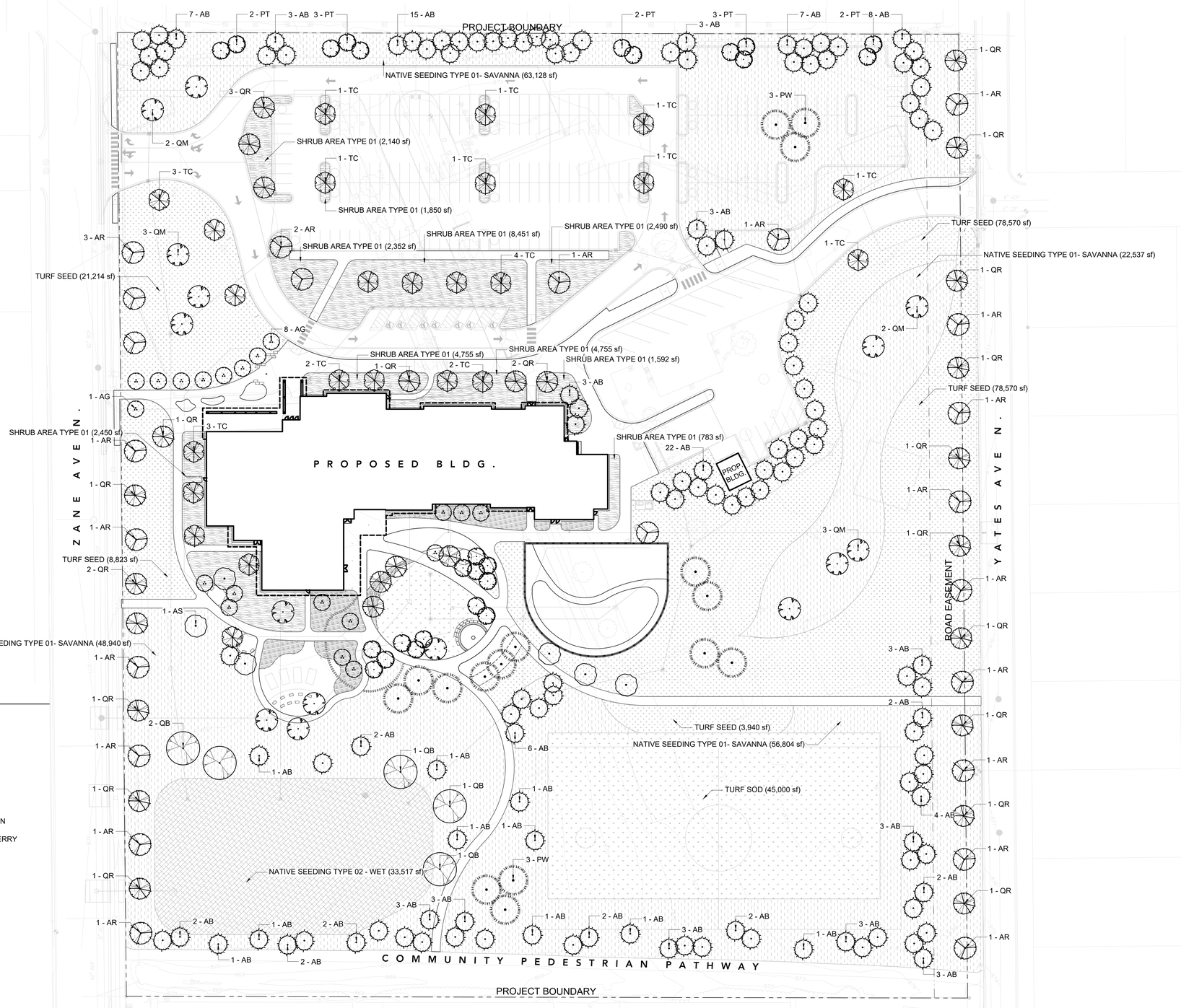
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PLANT LEGEND

SYMBOL	CODE	BOTANICAL / COMMON NAME
TREES		
	AB	ABIES BALSAMEA BALSAM FIR
	AR	ACER RUBRUM RED MAPLE
	AS	ACER SACCHARUM SUGAR MAPLE
	AG	AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE' AUTUMN BRILLIANCE APPLE SERVICEBERRY
	PW	PINUS STROBUS 'ALBA' WHITE PINE
	PT	POPULUS TREMULOIDES QUAKING ASPEN
	QB	QUERCUS BICOLOR SWAMP WHITE OAK
	QM	QUERCUS MACROCARPA BURR OAK
	QR	QUERCUS RUBRA NORTHERN RED OAK
	TC	TILIA CORDATA LITTLELEAF LINDEN
SHRUB AREAS		
		SHRUB AREA TYPE 01
		NATIVE SEEDING TYPE 01- SAVANNA
		NATIVE SEEDING TYPE 02 - WET
GROUND COVERS		
		TURF SOD
		TURF SEED

CITY SITE PLAN APPLICATION

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Description	Date	Num

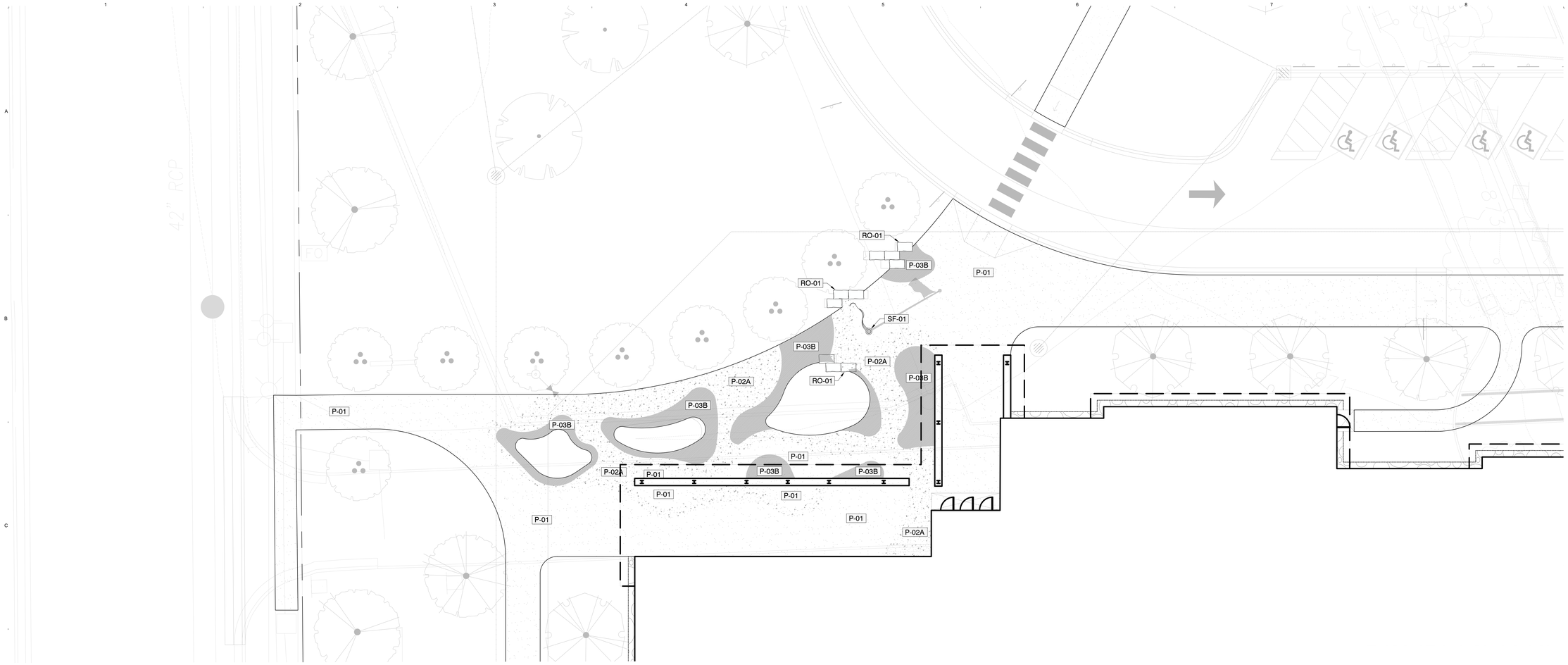
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Check: JS

PLANTING PLAN

NORTH
0' 40' 80'

Scale: As indicated

L150



REFERENCE NOTES SCHEDULE FRONT ENTRY

SYMBOL	CODE	DESCRIPTION
MINERAL MULCH		
	MM-01	MINERAL MULCH TYPE 01
PAVING		
	P-01	PAVING TYPE 01 - PEDESTRIAN CONCRETE PAVING
	P-02A	PAVING FINISH TYPE 2 - DECORATIVE CONCRETE FINISH A
	P-03B	PAVING FINISH TYPE 3 - DECORATIVE CONCRETE FINISH B
ROCK		
	RO-01	ROCK TYPE 01 - LIMESTONE SEATING BLOCKS
SITE FURNITURE		
	SF-01	FLAG POLE - SEE STRUCTURAL

NORTH

0' 10' 20'

4.11D PLAN SET
Page 30

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CITY SITE PLAN APPLICATION

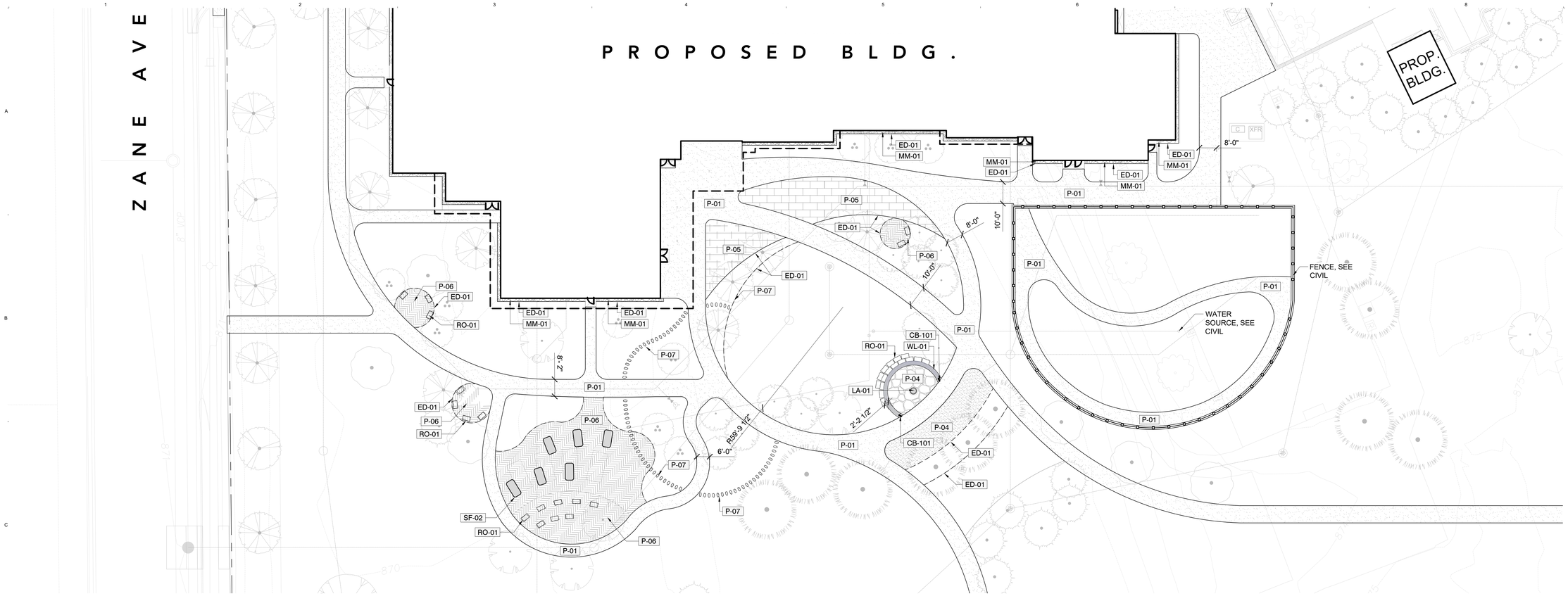
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HARDSCAPE ENLARGEMENT-ENTRY

Scale: As indicated

L200



REFERENCE NOTES SCHEDULE BACK COMMUNITY SPACE

SYMBOL	CODE	DESCRIPTION
CURB		
	CB-101	CONCRETE CURB FLUSH WITH GRADE
EDGING		
	ED-01	EDGING TYPE 01 - STEEL EDGER
LANDSCAPE AMENITY		
	LA-01	POURED IN PLACE CONCRETE FIRE RING
MINERAL MULCH		
	MM-01	MINERAL MULCH TYPE 01
PAVING		
	P-01	PAVING TYPE 01 - PEDESTRIAN CONCRETE PAVING
	P-04	PAVING TYPE 04 - MORTARED LIMESTONE FLAGSTONE PAVING
	P-04	PAVING TYPE 4- AGGREGATE PAVING
	P-05	PAVING TYPE 05 - CONCRETE UNIT PAVING
	P-06	PAVING TYPE 06 - ENGINEERED WOOD FIBER PATH
	P-07	PAVING TYPE 07 - LIMESONE FLAGSTONE STEPPERS
ROCK		
	RO-01	ROCK TYPE 01 - LIMESTONE SEATING BLOCKS
SITE FURNITURE		
	SF-02	METAL RAISED PLANTING BED
WALL		
	WL-01	WALL TYPE 01 - PRECEAST CONCRETE SEAT WALL

NORTH

0' 20' 40'

4.11D PLAN SET
Page 21

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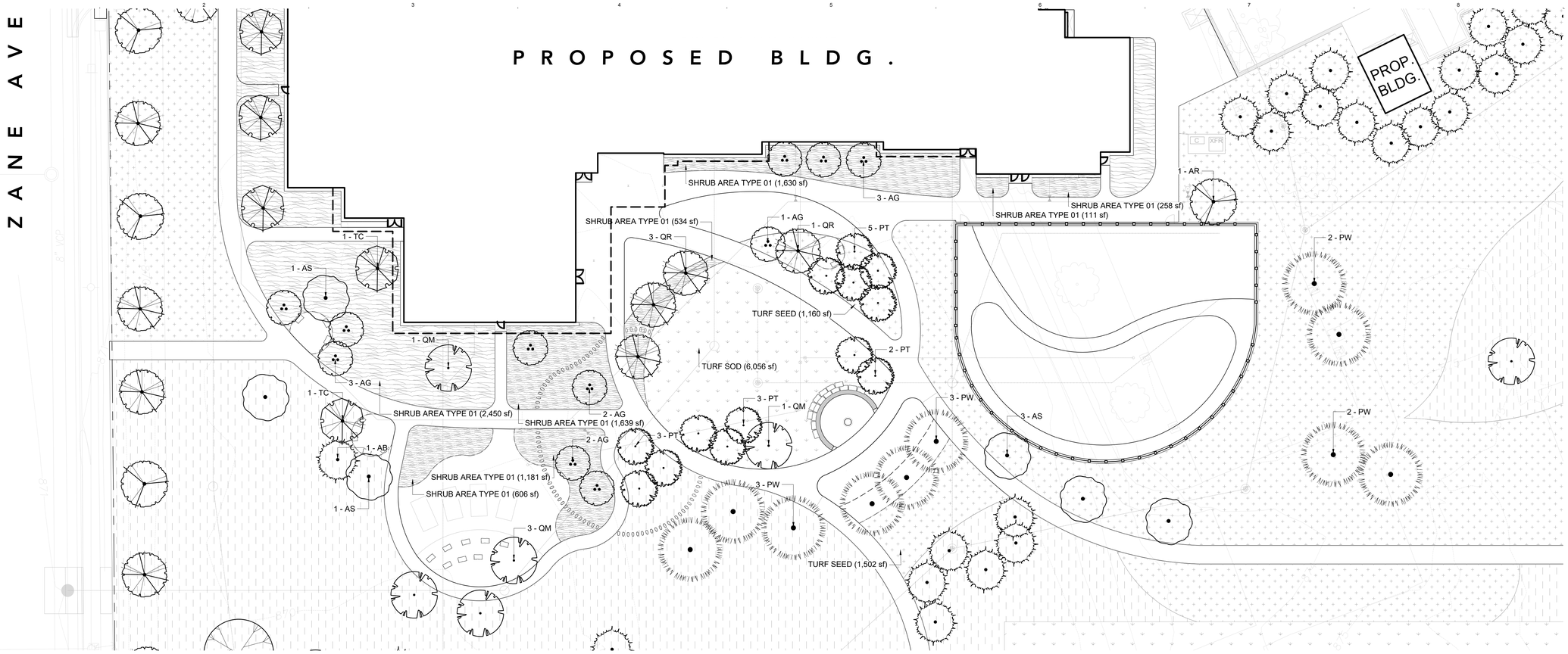
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HARDSCAPE ENLARGEMENT- BACK PLAZA

Scale: As indicated

L201



PLANT LEGEND BACK COMMUNITY SPACE

SYMBOL	CODE	BOTANICAL / COMMON NAME
TREES		
	AB	ABIES BALSAMEA BALSAM FIR
	AR	ACER RUBRUM RED MAPLE
	AS	ACER SACCHARUM SUGAR MAPLE
	AG	AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE' AUTUMN BRILLIANCE APPLE SERVICEBERRY
	PW	PINUS STROBUS 'ALBA' WHITE PINE
	PT	POPULUS TREMULOIDES QUAKING ASPEN
	QM	QUERCUS MACROCARPA BURR OAK
	QR	QUERCUS RUBRA NORTHERN RED OAK
	TC	TILIA CORDATA LITTLELEAF LINDEN
SHRUB AREAS		
		SHRUB AREA TYPE 01
GROUND COVERS		
		TURF SOD
		TURF SEED

NORTH

0' 20' 40'

4.11D PLAN SET
Page 32

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CITY SITE PLAN APPLICATION

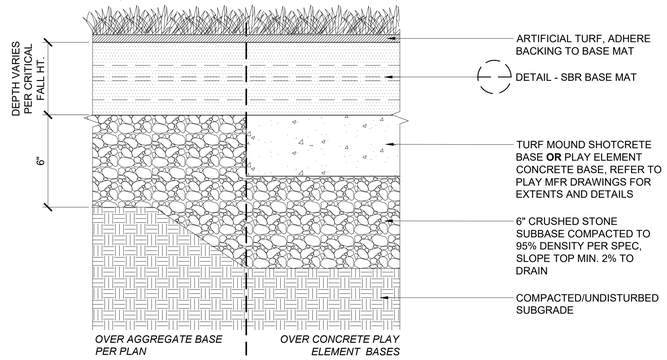
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PLANTING ENLARGEMENT - BACK PLAZA

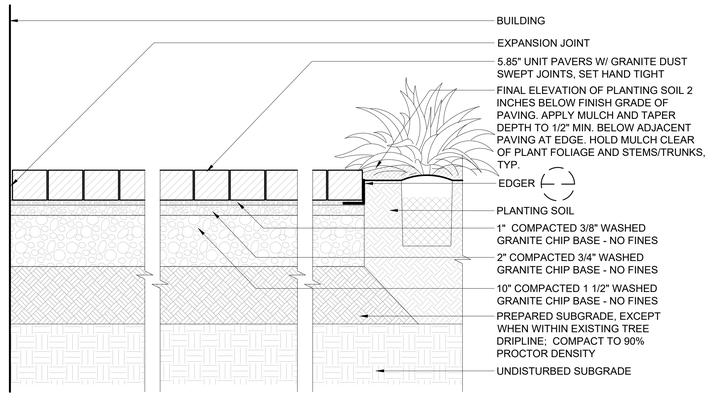
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L211



4 DETAIL - PAVING TYPE 09, ARTIFICIAL TURF

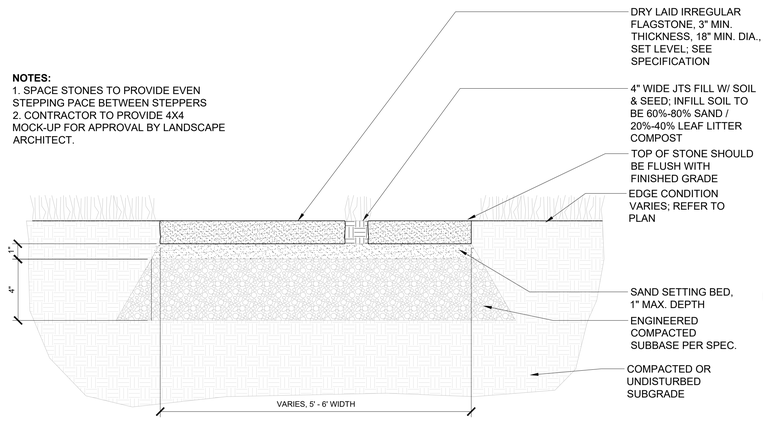
3" = 1'-0" P-CR-92



3 DETAIL - PAVING TYPE 2 - PEDESTRIAN CONCRETE UNIT PAVING

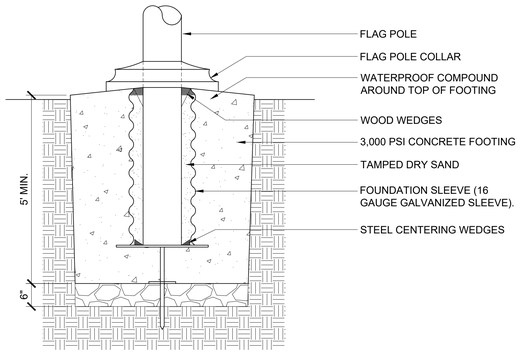
1" = 1'-0" P-16 132-03

NOTES:
1. SPACE STONES TO PROVIDE EVEN STEPPING PACE BETWEEN STEPPERS
2. CONTRACTOR TO PROVIDE 4X4 MOCK-UP FOR APPROVAL BY LANDSCAPE ARCHITECT.



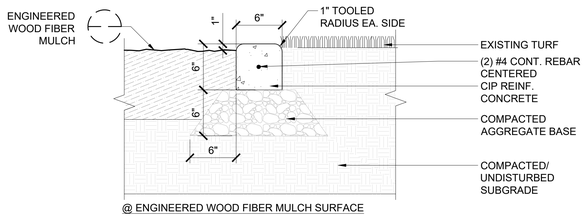
7 DETAIL - MOWABLE FLAGSTONE STEPPERS

3" = 1'-0" P-CR-07



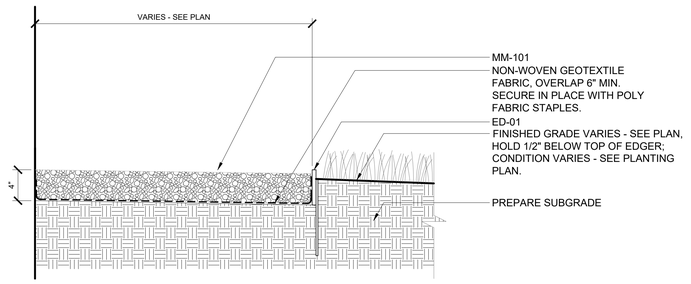
6 FLAG POLE FOOTING

3/4" = 1'-0" P-CR-22



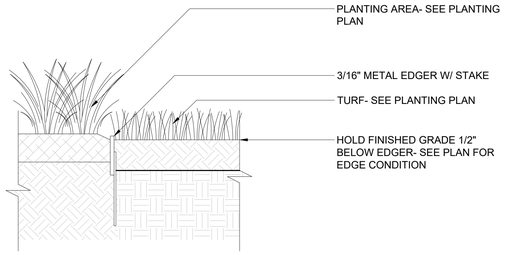
5 6" CONCRETE RIBBON CURB

1 1/2" = 1'-0" P-CR-95



2 MAINTENANCE STRIP - MINERAL MULCH - MM-101

1 1/2" = 1'-0" P-CR-12



1 DETAIL - STEEL EDGER

1 1/2" = 1'-0" P-CR-15

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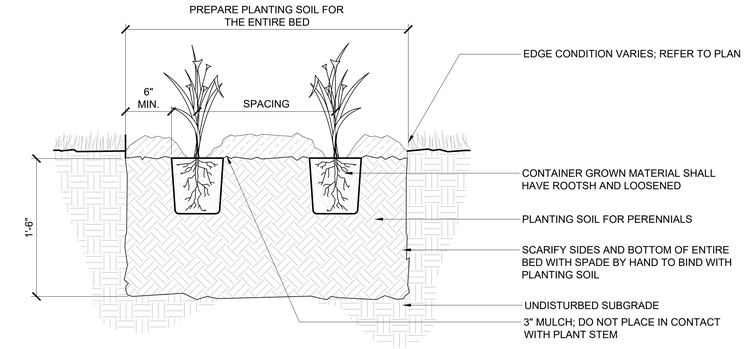
LANDSCAPE DETAILS

Scale: As indicated

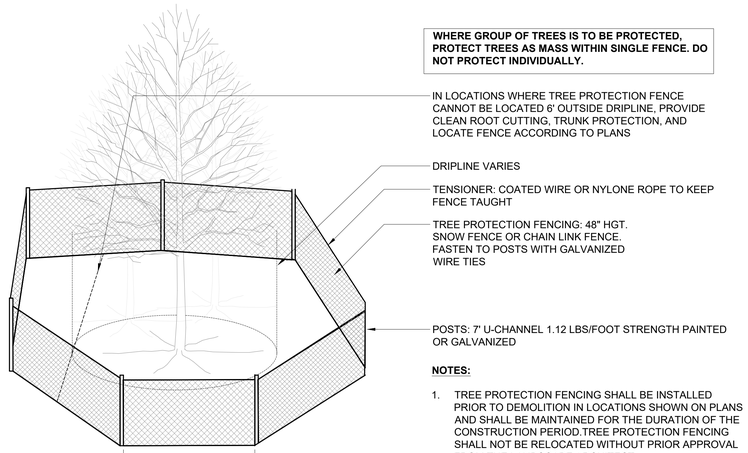
L501



6 DETAIL - TREE PROTECTION SIGNAGE
1 1/2" = 1'-0" P-CR-69



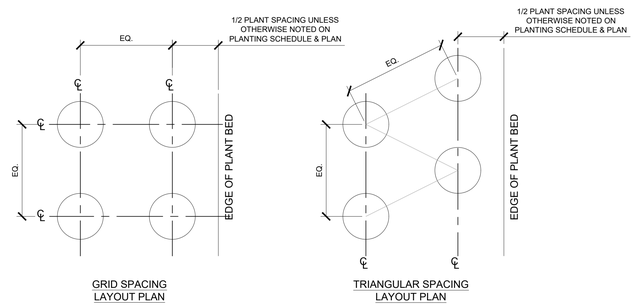
3 DETAIL - PERENNIAL PLANTING
1 1/2" = 1'-0" P-CR-13



NOTES:

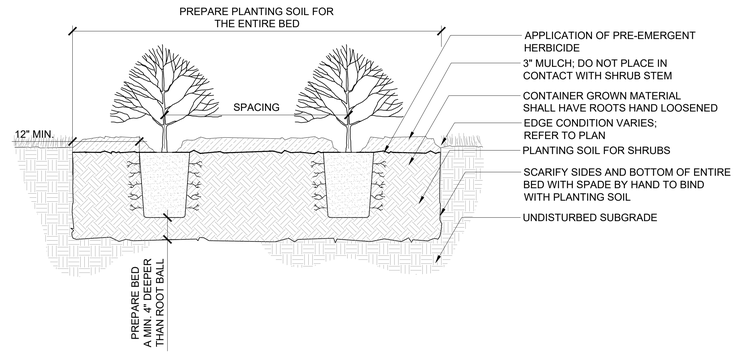
1. TREE PROTECTION FENCING SHALL BE INSTALLED PRIOR TO DEMOLITION IN LOCATIONS SHOWN ON PLANS AND SHALL BE MAINTAINED FOR THE DURATION OF THE CONSTRUCTION PERIOD.TREE PROTECTION FENCING SHALL NOT BE RELOCATED WITHOUT PRIOR APPROVAL FROM THE LANDSCAPE ARCHITECT.
2. CONTRACTOR SHALL NOT STORE MATERIALS, EQUIPMENT OR PARK VEHICLES IN TREE PROTECTION ZONES. THE FENCE SHALL PREVENT TRAFFIC MOVEMENT AND THE PLACEMENT OF TEMPORARY FACILITIES, EQUIPMENT, STOCKPILES AND SUPPLIES FROM HARMING VEGETATION WITHIN THE LIMITS OF PROTECTION.
3. WHERE WORK IS TO OCCUR WITHIN THE DRIPLINE OF AN EXISTING TREE, PLACE 4" DEPTH ORGANIC WOOD MULCH WITHIN TREE PROTECTION FENCING FOR MOISTURE PRESERVATION.
4. PLACE TREE PROTECTION WITHIN DRIPLINE WHEN FULL DRIPLINE PROTECTION IS NOT FEASIBLE DUE TO EXISTING PAVEMENT OR OTHER OBSTACLES. NOTIFY LANDSCAPE ARCHITECT OF LOCATIONS WHERE FULL PROTECTION IS NOT FEASIBLE.
5. WHERE TREE PROTECTION OCCURS WITHIN DRIPLINE OF TREE, WRAP TRUNK W/ 2X4X8 BOARDS SECURED TIGHTLY AROUND TRUNK WITH STRAP BINDINGS.
6. NO PRUNING SHALL BE PERFORMED EXCEPT WHERE APPROVED BY LANDSCAPE ARCHITECT AND PERFORMED BY A CERTIFIED ARBORIST.
7. REFER TO ROOT PRUNING AND DIRECTIONAL BORING DETAIL FOR PROTECTION MEASURES WHEN EXCAVATING, TRENCHING, OR DIRECTIONAL BORING IS TO OCCUR WITHIN THE DRIPLINE OF THE TREE.

5 DETAIL - TREE PROTECTION
1 1/2" = 1'-0" P-CR-17



NOTE: REFER TO PLANTING SCHEDULE PLANT SPACING.

4 DETAIL - PLANT SPACING
3/4" = 1'-0" P-CR-11



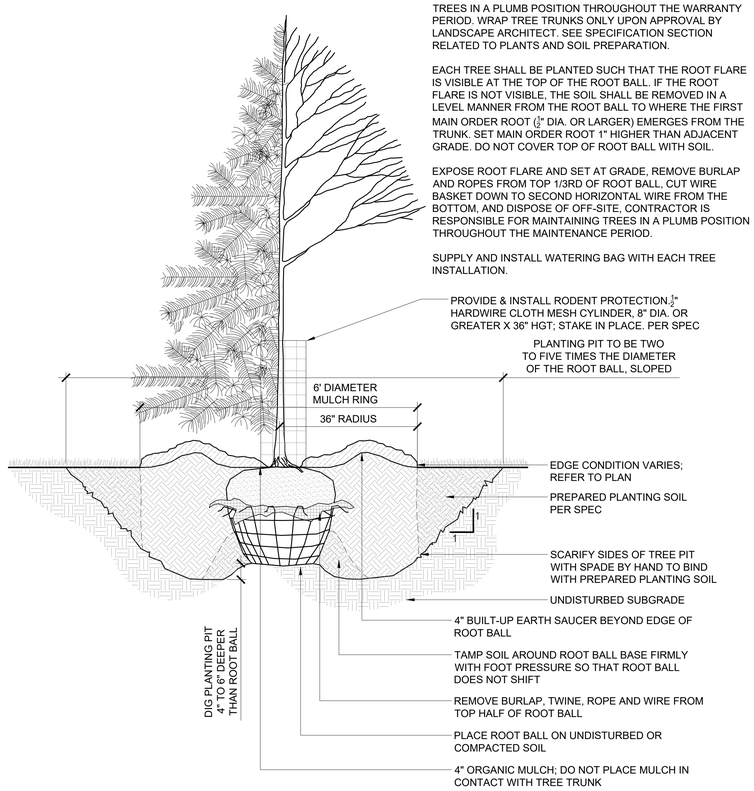
2 DETAIL - SHRUB PLANTING
1" = 1'-0" P-CR-10

NOTE:
CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING TREES IN A PLUMB POSITION THROUGHOUT THE WARRANTY PERIOD. WRAP TREE TRUNKS ONLY UPON APPROVAL BY LANDSCAPE ARCHITECT. SEE SPECIFICATION SECTION RELATED TO PLANTS AND SOIL PREPARATION.

EACH TREE SHALL BE PLANTED SUCH THAT THE ROOT FLARE IS VISIBLE AT THE TOP OF THE ROOT BALL. IF THE ROOT FLARE IS NOT VISIBLE, THE SOIL SHALL BE REMOVED IN A LEVEL MANNER FROM THE ROOT BALL TO WHERE THE FIRST MAIN ORDER ROOT ($\frac{1}{2}$" DIA. OR LARGER) EMERGES FROM THE TRUNK. SET MAIN ORDER ROOT 1" HIGHER THAN ADJACENT GRADE. DO NOT COVER TOP OF ROOT BALL WITH SOIL.

EXPOSE ROOT FLARE AND SET AT GRADE, REMOVE BURLAP AND ROPES FROM TOP 1/3RD OF ROOT BALL, CUT WIRE BASKET DOWN TO SECOND HORIZONTAL WIRE FROM THE BOTTOM, AND DISPOSE OF OFF-SITE, CONTRACTOR IS RESPONSIBLE FOR MAINTAINING TREES IN A PLUMB POSITION THROUGHOUT THE MAINTENANCE PERIOD.

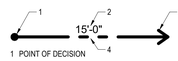
SUPPLY AND INSTALL WATERING BAG WITH EACH TREE INSTALLATION.



1 DETAIL - TREE PLANTING
3/4" = 1'-0" P-CR-05

MN

CODE PLAN LEGEND



1 POINT OF DECISION
2 TRAVEL DISTANCE
3 POINT OF EGRESS
4 LINE OF TRAVEL

COMMON PATH OF TRAVEL

DISTANCE TO EXIT

ROOM TAG

ROOM NAME
ROOM #
AREA
OCCUPANT LOAD

ROOM TAG

ROOM NAME
ROOM #
AREA
OCCUPANT LOAD

EXIT LOAD

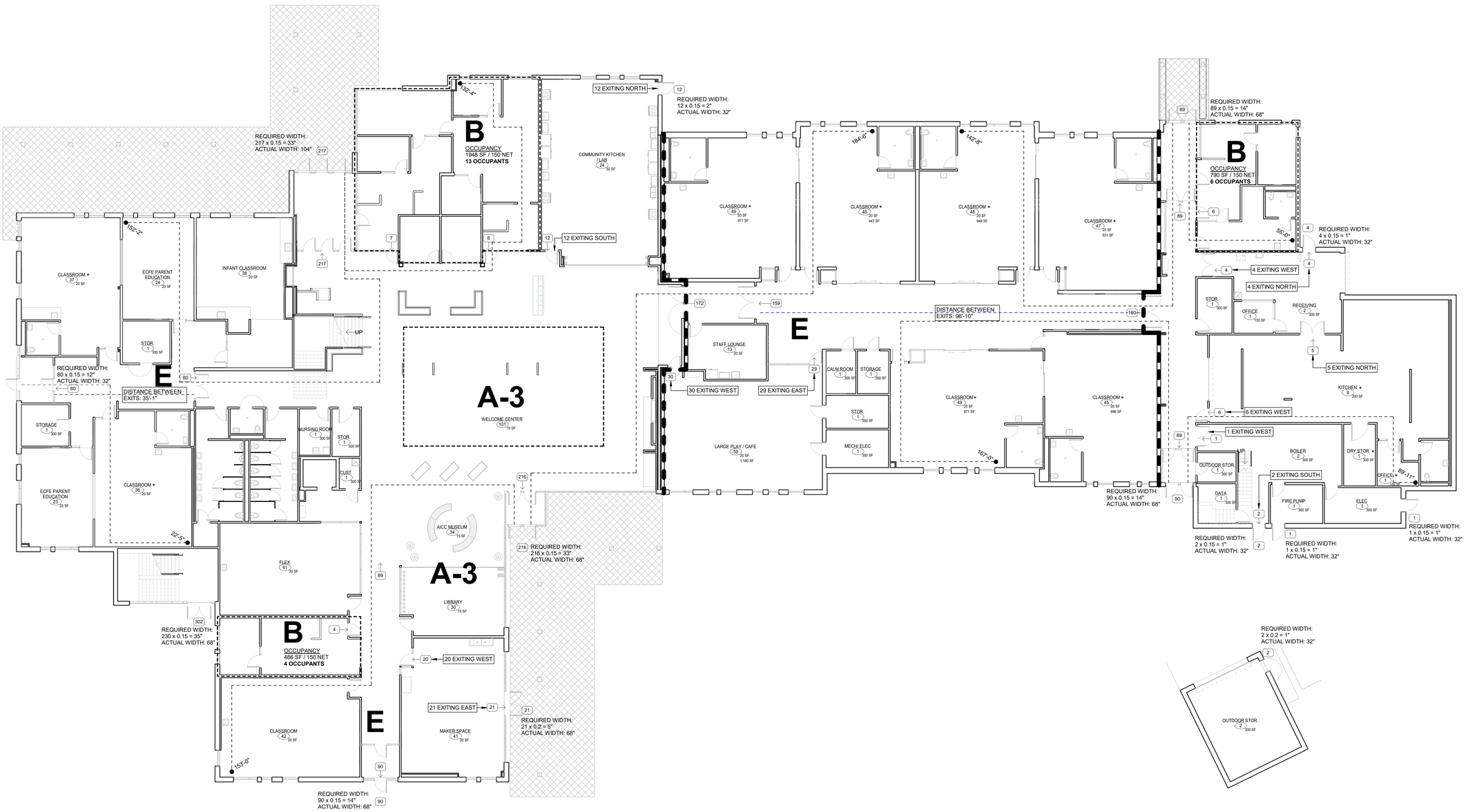
OCCUPANT LOAD

OCCUPANT FACTOR

NEW 2 HOUR FIRE BARRIER
(SHAFT ENCLOSURES: 707.3.1, HORIZ EXITS: 1026.1 /707 /711, OCCUPANCY SEPARATIONS: 508.4, INTERIOR EXIT STAIRWAY 1023.2/ EXIT ACCESS STAIRWAY: 1009.3.1)

DOOR OPENINGS:	90 MIN.
GLAZING:	100 SQ IN MAX, 33" MAX HT, 10" MAX WIDTH
DUCTWORK:	90 MIN. FIRE DAMPER 90 MIN. FIRE/SMOKE DAMPER (AT SHAFT ENCLOSURES AND HORIZONTAL EXITS)

* ROOMS NOTED ARE NOT INCLUDED IN OVERALL PLUMBING FIXTURE CALCULATIONS; THESE ROOMS WILL BE SERVED BY IN UNIT TOILET ROOMS.



F1 MAIN LEVEL CODE PLAN
3/32" = 1'-0"
0 8' 16'

F7 OUTDOOR STORAGE CODE PLAN
3/32" = 1'-0"
0 8' 16'

WOLD ARCHITECTS AND ENGINEERS
50 South 6th Street, Suite 2250
Minneapolis, Minnesota 55402
woldae.com | 612 772 9025

CREST VIEW REBUILD

INDEPENDENT SCHOOL DISTRICT #279
11200 93rd Ave N, Maple Grove, MN 55369

Revisions		
Description	Date	Num

Comm: 252030
Date: 12/5/2025
Drawn: Author
Check: Checker
North

CODE PLAN

DD ESTIMATE
NOT FOR CONSTRUCTION

Scale: As indicated

A0.101

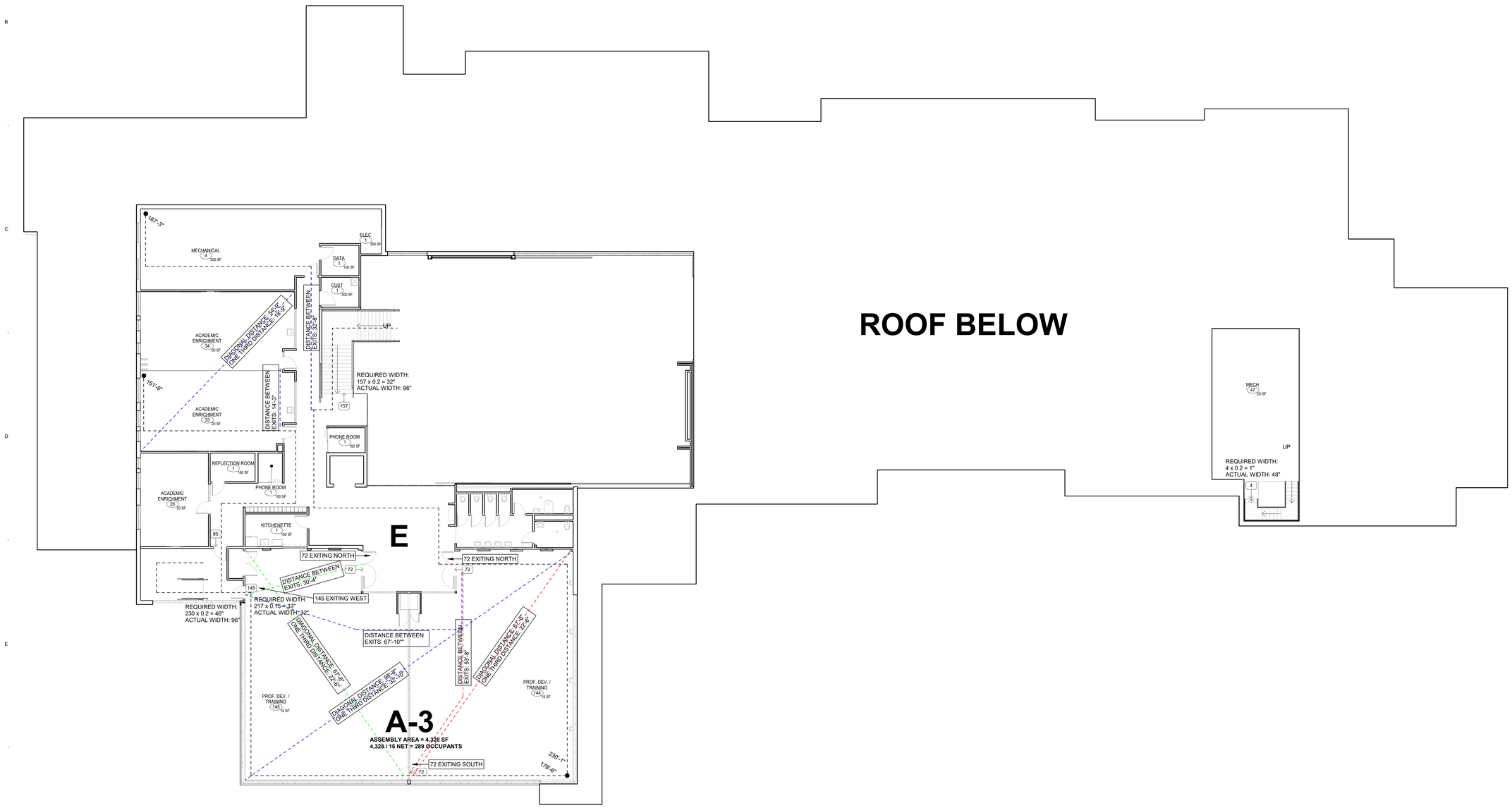
Autodesk Docs://252030 - Crest View Rebuild Comunity Rev/A252030 - Crest View New Community Enhanced.rvt
10/1/2025 2:55:56 PM

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MN



A

F1 **CODE PLAN - UPPER LEVEL**
3/32" = 1'-0"
0 8' 16'

Revisions		
Description	Date	Num

Comm: 252030
Date: 12/5/2025
Drawn: Author
Check: Checker
North

CODE PLAN - UPPER LEVEL

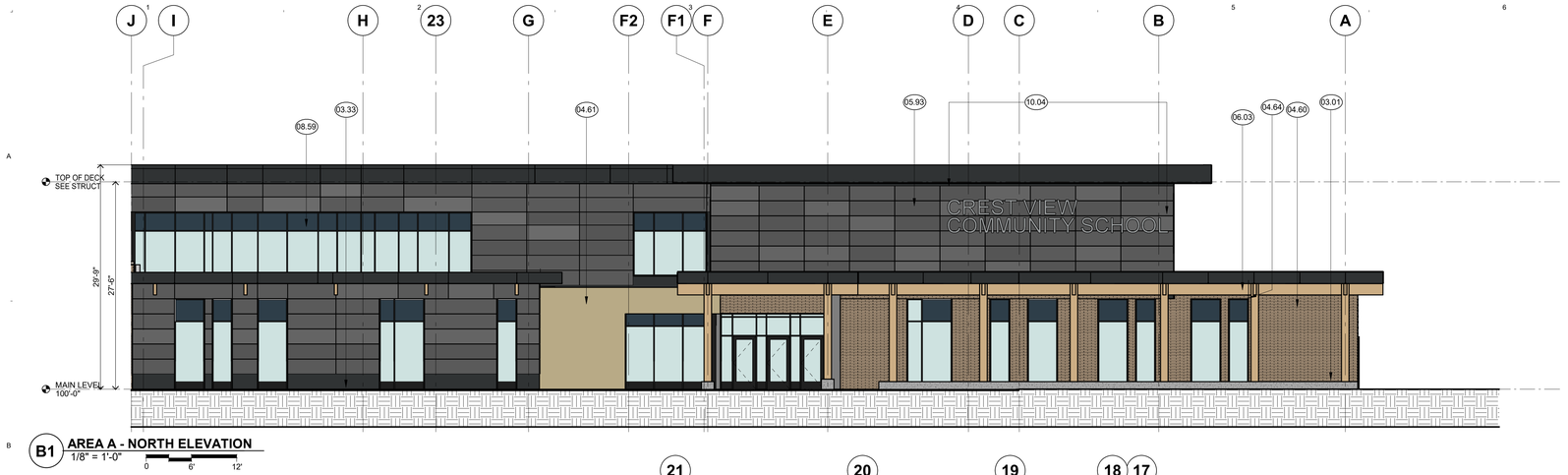
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NOT FOR CONSTRUCTION

Scale: As Indicated

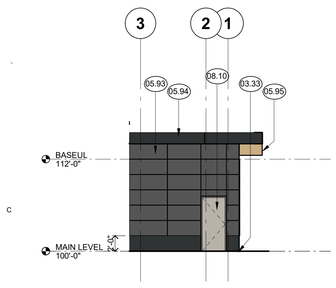
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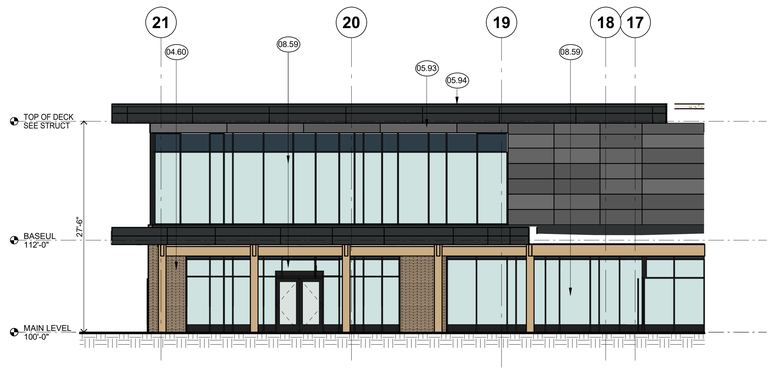
MN



B1 AREA A - NORTH ELEVATION
1/8" = 1'-0"
0 6' 12'



C1 AREA A - EAST ELEVATION
1/8" = 1'-0"
0 6' 12'

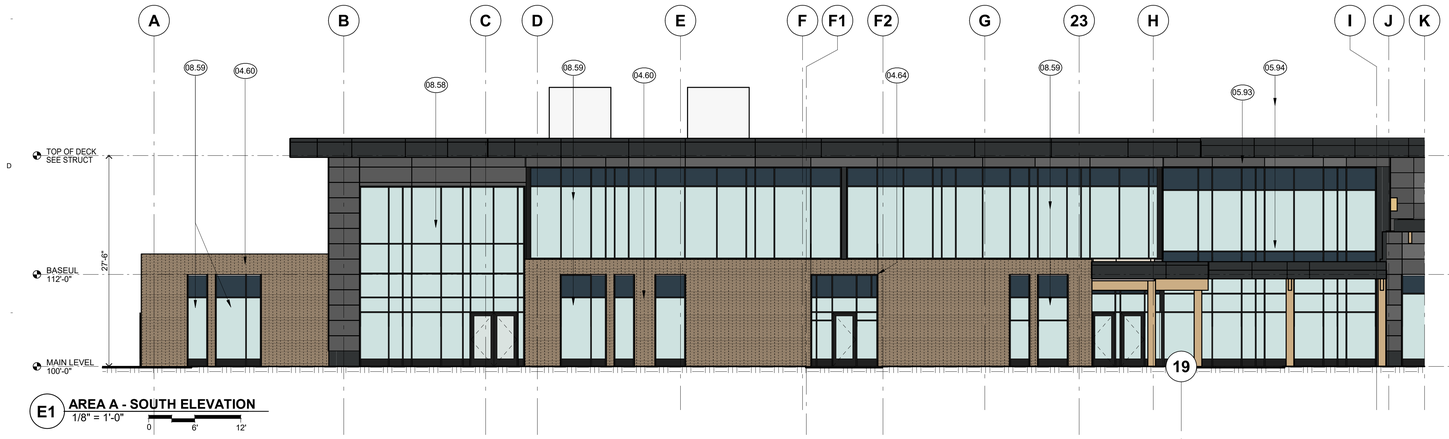


C2 AREA A - EAST ELEVATION
1/8" = 1'-0"
0 6' 12'

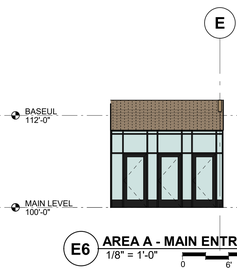
MATERIALS KEY	
KEY	MATERIAL
03.01	CAST-IN-PLACE CONCRETE BENCH
03.33	ARCHITECTURAL CAST STONE. FINISH AND COLOR TO BE SELECTED BY ARCHITECT FROM MANUFACTURERS STANDARD FINISHES AND COLORS.
04.60	BRICK VENEER (FIELD COLOR 1)
04.61	NATURAL STONE
04.64	BRICK EXPANSION JOINT
05.93	ALUMINUM COMPOSITE MATERIAL ACM-1
05.94	ALUMINUM COMPOSITE MATERIAL ACM-2
05.95	ALUMINUM COMPOSITE MATERIAL ACM-3
06.03	**NOT USED**
08.10	EXTERIOR GALVANIZED H.M. DOOR AND FRAME. DOOR AND FRAME PAINTED. COLOR TO BE SELECTED FROM STANDARD COLORS BY ARCHITECT.
08.58	CW SYSTEM - SEE PLAN FOR TYPE
08.59	SF SYSTEM - SEE PLAN FOR TYPE
10.04	EXTERIOR SIGNAGE W/ PHOTOSENSOR FOR DUSK/DAWN OPERATION (SIGNAGE BY OWNER). PROVIDE PT PLYWOOD BLOCKING BEHIND EACH LETTER. PROVIDE POWER - RE: ELECTRICAL.
23.03	LOUVER WITH BIRD AND INSECT SCREEN.

OVERALL EXTERIOR MATERIALS:

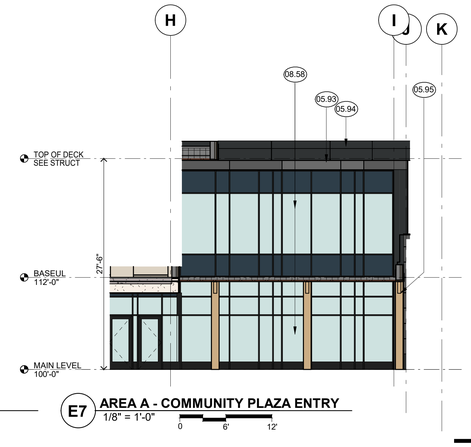
GLASS: 7,960 SF
BRICK: 8,850 SF
STONE: 280 SF
ALUMINUM PANEL: 11,190 SF



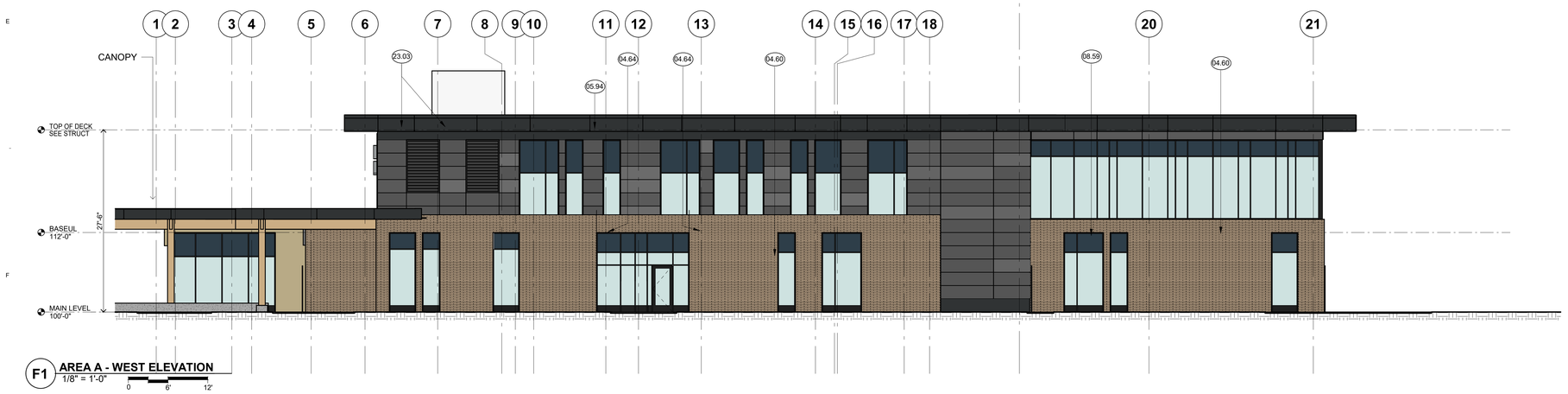
E1 AREA A - SOUTH ELEVATION
1/8" = 1'-0"
0 6' 12'



E6 AREA A - MAIN ENTRY
1/8" = 1'-0"
0 6' 12'



E7 AREA A - COMMUNITY PLAZA ENTRY
1/8" = 1'-0"
0 6' 12'



F1 AREA A - WEST ELEVATION
1/8" = 1'-0"
0 6' 12'

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CREST VIEW REBUILD

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Revisions		
Description	Date	Num

Comm: 252030
Date: 12/5/2025
Drawn: TF
Check: AE

EXTERIOR ELEVATIONS

Scale: 1/8" = 1'-0"

A5.101

CREST VIEW REBUILD

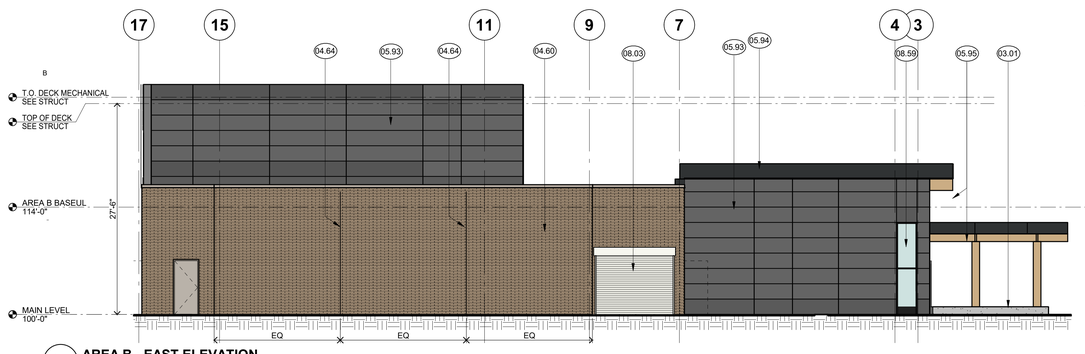
INDEPENDENT SCHOOL DISTRICT #279
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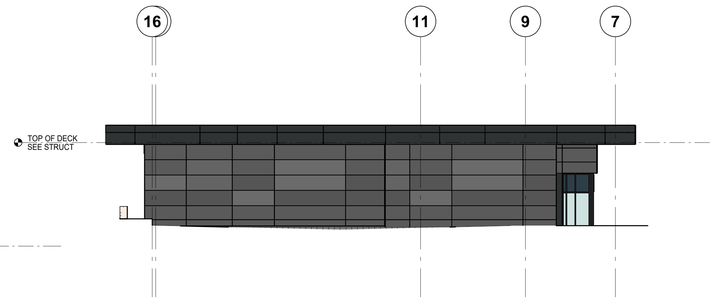
MATERIALS KEY	
KEY	MATERIAL
03.01	CAST-IN-PLACE CONCRETE BENCH
03.33	ARCHITECTURAL CAST STONE. FINISH AND COLOR TO BE SELECTED BY ARCHITECT FROM MANUFACTURERS STANDARD FINISHES AND COLORS.
04.60	BRICK VENEER (FIELD COLOR 1)
04.64	BRICK EXPANSION JOINT
05.93	ALUMINUM COMPOSITE MATERIAL ACM-1
05.94	ALUMINUM COMPOSITE MATERIAL ACM-2
05.95	ALUMINUM COMPOSITE MATERIAL ACM-3
08.03	OVERHEAD DOOR. PT COLOR TO BE SELECTED FROM STANDARD COLOS BY ARCHITECT.
08.10	EXTERIOR GALVANIZED H.M. DOOR AND FRAME. DOOR AND FRAME PAINTED. COLOR TO BE SELECTED FROM STANDARD COLORS BY ARCHITECT.
08.59	SF SYSTEM - SEE PLAN FOR TYPE



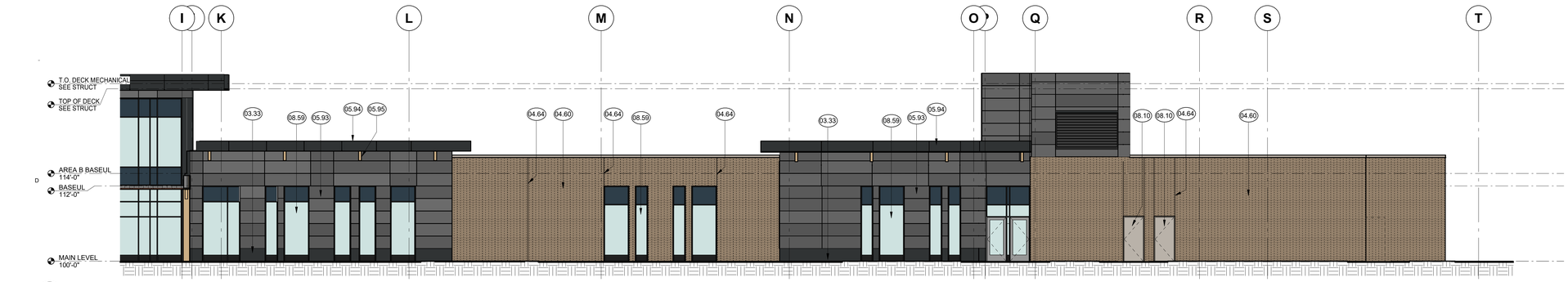
B1 AREA B - NORTH ELEVATION
1/8" = 1'-0"



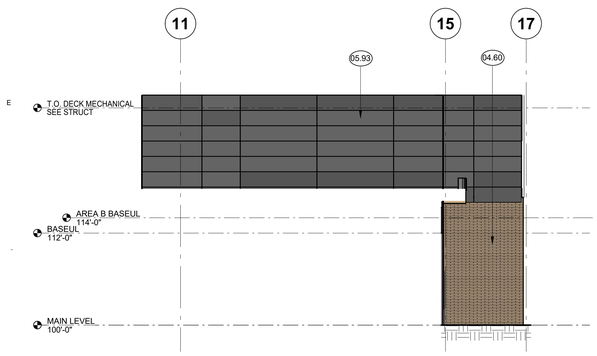
C1 AREA B - EAST ELEVATION
1/8" = 1'-0"



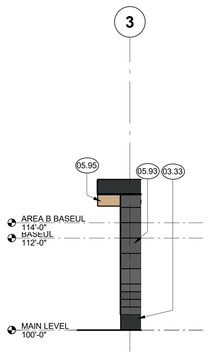
C4 AREA B - EAST ELEVATION
1/8" = 1'-0"



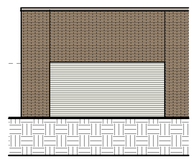
E1 AREA B - SOUTH ELEVATION
1/8" = 1'-0"



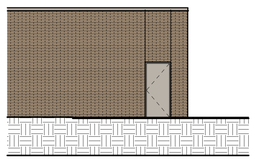
F1 AREA B - WEST ELEVATION
1/8" = 1'-0"



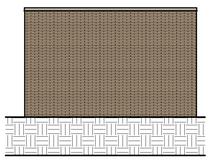
F3 AREA B - WEST ELEVATION
1/8" = 1'-0"



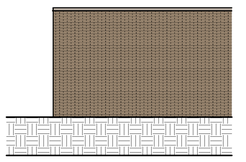
F4 OUTDOOR STORAGE - NORTH ELEVATION
1/8" = 1'-0"



F5 OUTDOOR STORAGE - EAST ELEVATION
1/8" = 1'-0"



F6 OUTDOOR STORAGE - SOUTH ELEVATION
1/8" = 1'-0"



F7 OUTDOOR STORAGE - WEST ELEVATION
1/8" = 1'-0"

Revisions		
Description	Date	Num

Comm: 252030
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Drawn: TF
Check: AE

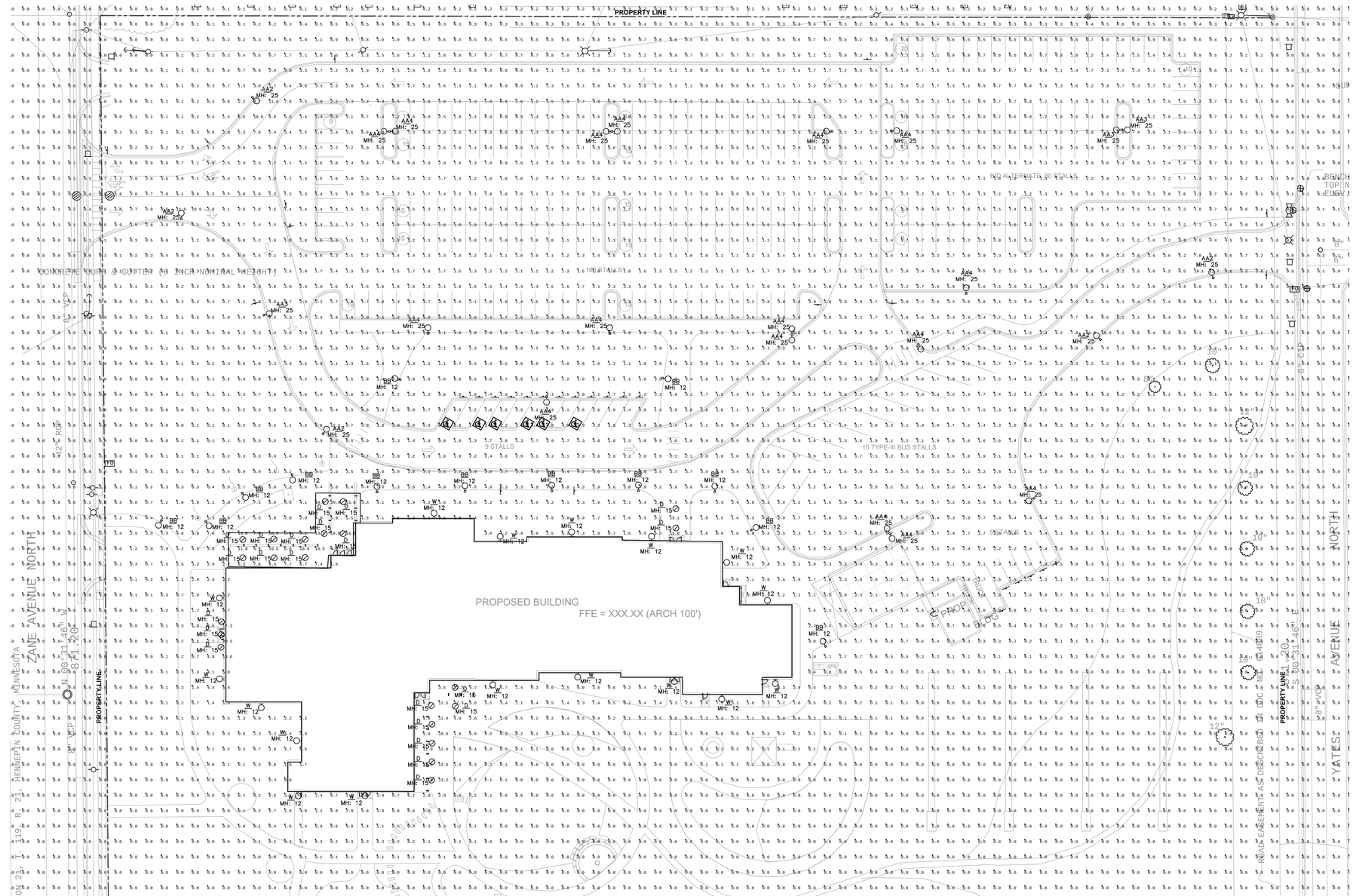
EXTERIOR ELEVATIONS

Scale: 1/8" = 1'-0"

DD ESTIMATE
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12/2/2025 3:54:46 PM



1 ELECTRICAL PHOTOMETRIC PLAN

1" = 30' - 0"

LIGHTING FIXTURE SCHEDULE

TYPE AA2: PARKING LOT POLE LIGHT 21,000 LUMEN, TYPE 2 DISTRIBUTION

TYPE AA3: PARKING LOT POLE LIGHT 21,000 LUMEN, TYPE 3 DISTRIBUTION

TYPE AA4: PARKING LOT POLE LIGHT 21,000 LUMEN, TYPE 4 DISTRIBUTION

TYPE BB: WALKWAY POLE LIGHT 8000 LUMEN, TYPE 3 DISTRIBUTION

TYPE D: 8" RECESSED ROUND DOWNLIGHT, 3000 LUMEN

TYPE W: BUILDING MOUNTED LIGHT 3500 LUMEN, FORWARD THROW

MH = MOUNTING HEIGHT IN FEET ABOVE FINISHED GRADE

LIGHTING FIXTURE TYPE AA2, AA3, AA4



RSX2 LED
Area Luminaire

Catalog Number
Notes
Type

Specifications

EPA (W/WP): 0.69 ft² (0.06 m²)
Length: 29.3" (74.4 cm) (SPA mount)
Width: 13.4" (34.0 cm)
Height: 3.0" (7.6 cm) Main Body, 7.2" (18.3 cm) Arm
Weight (SPA mount): 30.0 lbs (13.6 kg)

Introduction

The new RSX LED Area family delivers maximum value by providing significant energy savings, long life and outstanding photometric performance at an affordable price. The RSX2 delivers 11,000 to 31,000 lumens allowing it to replace 250W to 1000W HID luminaires.
The RSX features an integral universal mounting mechanism that allows the luminaire to be mounted on most existing drill hole patterns. This "no-drill" solution provides significant labor savings. An easy-access door on the bottom of mounting arm allows for wiring without opening the electrical compartment. A mast arm adaptor, adjustable integral slipfitter and other mounting configurations are available.

design select

Items marked by a Bulleted Background qualify for the Design Select program and ship in 15 days or less. To learn more about Design Select, visit www.acuitybrands.com/designselect.
**See ordering tree for details

Design Select options indicated by this color background.

Ordering Information — EXAMPLE: RSX2 LED P6 40K R3 MVOLT SPA DDBXD

RSX2 LED

Series	Performance Package	Color Temperature	Distribution	Voltage	Mounting
RSX2 LED	P1 P2 P3 P4 P5 P6	30K 3000K; 40K 4000K; 50K 5000K	R2 Type 2 Wide; R3 Type 3 Wide; R4S Type 4 Short; R4M Type 4 Medium; R4W Type 4 Wide; R5S Type 5 Short; R5W Type 5 Wide; AFR Automotive Front Row; AFRR90 Automotive Front Row Right Rotated; AFRL90 Automotive Front Row Left Rotated	MVOLT (120V-277V)*; HVOLT (347V-480V)*; 347/480 (277V, 480V)*	SPA Square pole mounting (3.5" min. 12 pole for 1 at 90°, 3.5" min. 10 pole for 2, 3, 4 at 90°); RPA Round pole mounting (3.2" min. dia. RSX pole for 1, 2, 3, 4 at 90°, 3.5" min. dia. RSX pole for 1 at 180°, 2 at 180°, 3 at 120°); WBA Wall arm adaptor (Rs 2-3/8" DU (exceptional fitness)); IS Adjustable slipfitter (fits 2-3/8" OD tenons)*; NRA Wall bracket*; WBSCC Wall bracket with surface conduit box; AASP Adjustable tilt arm square pole mounting*; AARP Adjustable tilt arm round pole mounting*; AAWB Adjustable tilt arm with wall bracket*; AAWCC Adjustable tilt arm wall bracket and surface conduit box*

See specific mounting options as noted
SPA: 120° 277°; 208° 347°; 240° 480°

Options

Shipped Installed
- SF Single fuse (120, 277, 347)
- DF Double fuse (208, 240, 480)
- SPD20KV 20KV Surge pack (10KV standard)
- FAO Field adjustable output*
- DMG 0-10V dimming wires pulled out back of housing for external control (control ordered separate)*

Shipped Installed
*Standalone and Networked Sensors/Controls (factory-default settings, see table page 9)
- NLTAIR2 PIRHN Nlight AIR generation 2, with Networked, Bi-level motion/ambient sensor*
- BAA Buy American Act and/or Build America Buy America Qualified
- CCE Coastal Construction*

*Note: NLTAIR2 PIRHN with nLight Air can be used as a standalone dimming sensor with out-of-box settings or as a wireless networked solution. See factory default settings table. Sensor coverage pattern is affected when luminaire is tilted.

Shipped Separately (requires some field assembly)
- EGS External glare shield
- EGFV External glare full view (360° around light aperture)*
- BS Bird spikes*

Finish
- DDBXD Dark Bronze
- DBLXD Black
- DNAXD Natural Aluminum
- DWHXD White
- DDBTXD Textured Dark Bronze
- DBLBXD Textured Black
- DNATXD Textured Natural Aluminum
- DWHGXD Textured White

LITHONIA LIGHTING — COMMERCIAL OUTDOOR
One Lithonia Way • Conyers, Georgia 30012 • Phone: 1-800-705-SERV (7378) • www.acuitybrands.com
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Lithonia RSX1 Area LED Rev. 04/08/25 Page 1 of 9

LIGHTING FIXTURE TYPE BB



RSX1 LED
Area Luminaire

Catalog Number
Notes
Type

Specifications

EPA (W/WP): 0.57 ft² (0.05 m²)
Length: 21.8" (55.4 cm) (SPA mount)
Width: 13.3" (33.8 cm)
Height: 3.0" (7.6 cm) Main Body, 7.2" (18.4 cm) Arm
Weight (SPA mount): 22.0 lbs (10.0 kg)

Introduction

The new RSX LED Area family delivers maximum value by providing significant energy savings, long life and outstanding photometric performance at an affordable price. The RSX1 delivers 7,000 to 17,000 lumens allowing it to replace 70W to 400W HID luminaires.
The RSX features an integral universal mounting mechanism that allows the luminaire to be mounted on most existing drill hole patterns. This "no-drill" solution provides significant labor savings. An easy-access door on the bottom of mounting arm allows for wiring without opening the electrical compartment. A mast arm adaptor, adjustable integral slipfitter and other mounting configurations are available.

design select

Items marked by a Bulleted Background qualify for the Design Select program and ship in 15 days or less. To learn more about Design Select, visit www.acuitybrands.com/designselect.
**See ordering tree for details

Design Select options indicated by this color background.

Ordering Information — EXAMPLE: RSX1 LED P4 40K R3 MVOLT SPA DDBXD

RSX1 LED

Series	Performance Package	Color Temperature	Distribution	Voltage	Mounting
RSX1 LED	P1 P2 P3 P4	30K 3000K; 40K 4000K; 50K 5000K	R2 Type 2 Wide; R3 Type 3 Wide; R4S Type 4 Short; R4M Type 4 Medium; R4W Type 4 Wide; R5S Type 5 Short; R5W Type 5 Wide; AFR Automotive Front Row; AFRR90 Automotive Front Row Right Rotated; AFRL90 Automotive Front Row Left Rotated	MVOLT (120V-277V)*; HVOLT (347V-480V)*; 347/480 (277V, 480V)*	SPA Square pole mounting (3.5" min. 12 pole for 1 at 90°, 3.5" min. 10 pole for 2, 3, 4 at 90°); RPA Round pole mounting (3.2" min. dia. RSX pole for 1, 2, 4 at 90°, 3.5" min. dia. RSX pole for 3 at 90°, 2 at 180°, 3 at 120°); WBA Wall arm adaptor (Rs 2-3/8" DU (exceptional fitness)); IS Adjustable slipfitter (fits 2-3/8" OD tenons)*; NRA Wall bracket*; WBSCC Wall bracket with surface conduit box; AASP Adjustable tilt arm square pole mounting*; AARP Adjustable tilt arm round pole mounting*; AAWB Adjustable tilt arm with wall bracket*; AAWCC Adjustable tilt arm wall bracket and surface conduit box*

See specific mounting options as noted
SPA: 120° 277°; 208° 347°; 240° 480°

Options

Shipped Installed
- SF Single fuse (120, 277, 347)
- DF Double fuse (208, 240, 480)
- SPD20KV 20KV Surge pack (10KV standard)
- FAO Field adjustable output*
- DMG 0-10V dimming wires pulled out back of housing for external control (control ordered separate)*

Shipped Installed
*Standalone and Networked Sensors/Controls (factory-default settings, see table page 9)
- NLTAIR2 PIRHN nLight AIR generation 2, with Networked, Bi-level motion/ambient sensor*
- BAA Buy American Act and/or Build America Buy America Qualified
- CCE Coastal Construction*

*Note: NLTAIR2 PIRHN with nLight Air can be used as a standalone dimming sensor with out-of-box settings or as a wireless networked solution. See factory default settings table. Sensor coverage pattern is affected when luminaire is tilted.

Shipped Separately (requires some field assembly)
- EGS External glare shield
- EGFV External glare full view (360° around light aperture)*
- BS Bird spikes*

Finish
- DDBXD Dark Bronze
- DBLXD Black
- DNAXD Natural Aluminum
- DWHXD White
- DDBTXD Textured Dark Bronze
- DBLBXD Textured Black
- DNATXD Textured Natural Aluminum
- DWHGXD Textured White

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Lithonia RSX1 Area LED Rev. 04/08/25 Page 1 of 9

LIGHTING FIXTURE TYPE D

LITHONIA LIGHTING

Catalog Number
Notes
Type

LDN8 STATIC WHITE

8" Open and Wallwash LED Non-IC New Construction Downlight



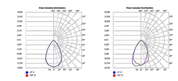
FEATURES & SPECIFICATIONS

INTENDED USE — Typical applications include corridors, lobbies.
CONSTRUCTION — Galvanized steel mounting/plaster frame; galvanized steel junction box with bottom-hinged access covers and spring latches.
Vertically adjustable mounting brackets with commercial bar hangers provide 3-3/4" total adjustment. C-channel T-bar fastener options available.
Two combination ½"-3/4" and four ½" knockouts for straight-through conduit runs. Capacity: 8 (#14s, 4 each). No. 10-AWG conductors, rated for 90°C.
Accommodates 12"-24" joist spacing.
Passive cooling thermal management; light engine and drivers are accessible from above or below ceiling.
Max ceiling thickness 1-1/2".
OPTICS — LEDs are binned to a 3-step MacAdam Ellipse; 80 CRI minimum.
Diffusing lens covers optical chamber
General Illumination 5.0 MRI
97° cutoff to source and source image
Self-flanged anodized reflectors in specular, semi-specular, or matte diffuse finishes.
UGR — UGR in zero for fixtures aimed at nadir with a cut-off equal to or less than 60deg, per CIE 117-1996 Discomfort Glare in Interior Lighting.
ELECTRICAL — Multi-volt 0-10V dimming available.
0-10V dimming drivers mounted to junction box, 10% or 1% minimum dimming level
0-10V dimming fixture requires two (2) additional low-voltage wires to be pulled
LUMEN MAINTENANCE — 70% lumen maintenance at 50,000 hours
LISTINGS — Certified to US and Canadian safety standards. Damp location standard (wet location, covered ceiling optional). Drivers are RoHS compliant.
GOVERNMENT PROCUREMENT — BAA - Product with the BAA option qualifies as a domestic end product under the Buy American Act and is manufactured in the United States. Product with the BAA option also qualifies as manufactured in the United States under DOT Buy America requirements.
BABA – Build America Buy America: Product with the BAA option also qualifies as produced in the United States under the definitions of the Build America, Buy America Act.
Please refer to www.acuitybrands.com/buy-american for additional information.
WARRANTY — 5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed.
Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions
Note: Actual performance may differ as a result of end-user environment and application.
All values are design or typical values, measured under laboratory conditions at 25 °C.
Specifications subject to change without notice.

PERFORMANCE DATA

WATTAGE CONSUMPTION MATRIX

Nominal Lumens in 3500K	Delivered Lumens	Wattage	LPW
5000	5303	83.1	81.6
6000	6318	73	84.3
8000	8520	101	92.5
10000	10582	118.83	89.1
12000	12586	148.7	84.1
15000	16025	184.5	86.9
20000	20707	265.4	78.0

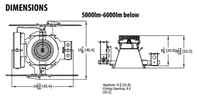


Open

Wallwash

DIMENSIONS

5000lm-6000lm below



See page 4 for other fixture dimensions

DOWNLIGHTING — LDN8

LIGHTING FIXTURE TYPE W



WST LED
Architectural Wall Sconce

Catalog Number
Notes
Type

Specifications

Luminaire
Height: 8-1/2" (21.59 cm)
Width: 13" (43.18 cm)
Depth: 10-3/16" (25.9 cm)
Weight: 20 lbs (9.1 kg)



Introduction

The WST LED is designed with the specifier in mind. The traditional, trapezoidal shape offers a soft, non-pixelated light source for end-user visual comfort. For emergency egress lighting, the WST LED offers six battery options, including remote. For additional code compliance and energy savings, there is also a Bi-level motion sensor option. With so many standard and optional features, three lumen packages, and high LPW, the WST LED is your "go to" luminaire for most any application.

3 = Lumen options indicated by this color background.

Ordering Information — EXAMPLE: WST LED P1 40K VF MVOLT DDBTXD

WST LED

Series	Performance Package	Color Temperature	Distribution	Voltage	Mounting
WST LED	P1 1,500 lumen package; P2 3,500 lumen package; P3 6,000 lumen package	27K 2700 K; 30K 3000 K; 40K 4000 K; 50K 5000 K	VF Visual comfort forward throw; VW Visual comfort wide	MVOLT 277*; 120* 347*; 208* 480*; 240*	Shipped included: (blank) Surface mounting bracket; PBBW Premium surface-mounted back box*; Shipped separately: BBW Surface-mounted back box*

Options

- NLTAIR2 PIR Nlight AIR generation 2, enabled motion/ambient sensor for 8'-15' mounting heights*,**
- NLTAIR2 PIRH Nlight AIR generation 2, enabled motion/ambient sensor for 15'-30' mounting heights*,**
- PE Photoelectric cell, button type*
- PER NEMA twist-lock receptacle only (controls ordered separate)*,**
- PERS Five wire receptacle only (controls ordered separate)*,**
- PERT Seven wire receptacle only (controls ordered separate)*,**
- PIR Motion sensor, Nlight Sensor, 8-15' mounting height*,**
- PIRFC3V Motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 7fc*,**
- PIRH 360° motion/ambient light sensor, 15-30' mounting height*,**
- PIRHFC3V Motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 7fc*,**
- SF Single fuse (120, 277, 347V)*
- DF Double fuse (208, 240, 480V)*
- DS Dual switching*,**
- DMG 0-10V dimming external dual back of housing for external control (control ordered separate)*
- E7WC Emergency battery backup, CA Title 20 Noncompliant (cold, 7W)*,**
- E20WH Emergency battery pack 18W constant power, certified to CA Title 20 (NEMA)*,**
- E20WC Emergency battery pack -20°C 18W constant power, certified to CA Title 20 (NEMA)*,**
- ULCS Left side conduit entry*
- RCS Right side conduit entry*
- BAA Buy American Act Compliant

Shipped separately
- BSPM Retrofit back plate*
- WG Vandal guard**
- WG Wire guard**

Finish (required)
- DDBXD Dark bronze
- DBLXD Black
- DNAXD Natural aluminum
- DWHXD White
- DSSXD Sandstone
- DDBTXD Textured dark bronze
- DBLBXD Textured black
- DNATXD Textured natural aluminum
- DWHGXD Textured white
- DSSTXD Textured sandstone

See Accessories and Notes on next page.

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WSTLED Rev. 07/08/25

4.11D PLAN SET
Page 30

CRESTVIEW COMMUNITY SCHOOL

8200 Zane Ave N
Brooklyn Park, MN 55443

INDEPENDENT SCHOOL DISTRICT #279
11200 93rd Ave N
Maple Grove, MN 55369

WOLD ARCHITECTS AND ENGINEERS
332 Minnesota Street, Suite W2000
Saint Paul, MN 55101

woldac.com | 651 227 7773

HALLBERG ENGINEERING
Mechanical / Electrical Consulting Engineers
1750 Commerce Court
White Bear Lake, MN 55110
(651) 748-1100 / Fax: (651) 748-4370

(651) 748-1100 / Fax: (651) 748-4370

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed

PROFESSIONAL ENGINEER
under the laws of the State of MINNESOTA

PAUL J. ETTINGER
License Number: 43079 Date: 10.02.2025

Revisions

Description	Date	Num

Comm: R25-5163.000
Date: 10.02.2025
Drawn: DJK
Check: JWV

North

ELECTRICAL PHOTOMETRIC PLAN

EP1.00

City of Brooklyn Park
Request for Council Action

Agenda Item:	4.12	**Meeting Date:**	November 24, 2025
Agenda Section:	Consent	**Originating Department:**	Community Development
Resolution:	XX		
Ordinance:	FIRST READING	**Prepared By:**	Erin McDermott, Senior Planner
Attachments:	7	**Presented By:**	Paul Mogush, Planning Director
Item:	1741 Kwik Trip – Zoning Text Amendment, Conditional Use Permit, and Site Plan Requests, #25-104 for a fuel station on a property zoned Transit Oriented Development – Employment (TOD-E) with a Planned Development Overlay		

City Manager's Proposed Action:

MOTION_____ SECOND_____ TO WAIVE THE READING AND ADOPT ON FIRST READING AN ORDINANCE AMENDING ORDINANCE 2016-1210 AND CHAPTER 152 OF CITY CODE TO REZONE PROPERTY FROM BUSINESS PARK WITH HIGHWAY OVERLAY (BP/HO) TO BUSINESS PARK WITH PLANNED DEVELOPMENT OVERLAY (BP/PD) AT THE SOUTHEAST CORNER OF HIGHWAY 610 AND WEST BROADWAY.

MOTION _____ SECOND _____ TO WAIVE THE READING AND ADOPT RESOLUTION #2025-_____, APPROVING A CONDITIONAL USE PERMIT FOR THE OPERATION OF A FUEL STATION AT 9400 WEST BROADWAY.

MOTION _____ SECOND _____ TO WAIVE THE READING AND ADOPT RESOLUTION #2025-_____, APPROVING A SITE PLAN REVIEW FOR THE CONSTRUCTION OF A FUEL STATION AT 9400 WEST BROADWAY.

Summary:

Brent Dusek, on behalf of Kwik Trip, Inc., has submitted a proposal for development with applications including a Zoning Text Amendment of a Planned Development Overlay, Site Plan Review, and Conditional Use Permit. The proposal is for the construction of their Gen 9 convenience store, which will operate 24 hours a day, provide 8 auto fuel stations, and general sales within the 40, 614 square foot structure.

The original submission included several variances from the standards of the TOD-E zoning district. In the time since the initial application was submitted, staff discovered additional information that changed the previous understanding of the zoning regulations applicable to the subject property. At the September 10, 2025 Planning Commission meeting, staff provided additional details and sought direction from the Planning Commission on how to proceed. Planning Commission unanimously recommended support of this application. A discussion item held at the September 22, 2025 City Council Regular Meeting resulted in staff was directed to work with the applicant for approvals of this proposal.

Planning Commission:

The Brooklyn Park Planning Commission held a public hearing at the November 12, 2025 Regular Meeting. A resident was present who spoke in favor of this request. The Planning Commission voted unanimously to recommend approval of this request as presented.

Current Conditions:

The subject property is undeveloped and is improved on the east side with a private street benefitting the adjacent parcels to the north. It has access to a private street on the south property line that provides public access to West Broadway.

Planning and Zoning Information		
	Current	**Proposed**
Land Use Plan	LRT Station Area; Community Commercial	No Change
Current Zoning	Transit Oriented Development-Employment with a Planned Development Overlay (TOD-E/PDO)	Amendment to Ordinance 2016-1210 as seen in the attachments
Site Area	2.66 acres	
Neighborhood	Tessman	
Conforms to	Land Use Plan – Yes Zoning Code – Conformance will be achieved upon adoption of the Zoning Text Amendment	
Public Notice	12	
60-Day 120-Day	September 30, 2025 November 29, 2025	

Previous Approvals:

This lot was created in 2016 as part of the Midas Station subdivision. The subdivision was part of Planning Case 16-123 in which 3 lots were created. At the time of subdivision, the parent parcel was zoned BP - Business Park with a Highway Overlay (HO). The subdivision process also included a rezoning from BP/HO to BP/PD (Business Park with a Planned Development Overlay). The Planned Development Overlay (PDO) is a zoning district that provides flexibility from some zoning districts if the development is exceeding other expectations. Due to the flexibility of the PDO the code also requires a development plan, which is a formal concept to show a cohesive neighborhood theme in multi-phased developments. This Planning Case included a development plan including the proposed development of hotels on Lots 2 and 3, as developed with the subject property described as Lot 1 depicted as three retail locations to support the hotel uses. The hotels were granted Certificates of Occupancy in November and December of 2016.

This property was rezoned TOD-E in 2018 as part of Planning Case 18-113 for the establishment of the Transit Oriented Development districts. This effort was in support of the Blue Line Extension Project. This property is in the 93rd Avenue Station Area, as adopted by Appendix C of the Brooklyn Park 2040 Comprehensive Plan. The procedure in which the property was rezoned to TOD-E preserved the PDO impacting the subject property.

Land Use/Zoning and Overlay:

The Future Land Use is designated in the 2040 Comprehensive Plan as Community Commercial and LRT Station Area, given the property's proximity to the planned 93rd Avenue Station on the METRO Blue Line Extension.

This property is zoned TOD-E/PDO, or Transit Oriented Development – Employment with a Planned Development Overlay. The purpose of the TOD-E is adopted in Zoning Code Section §152.704 as follows:

> (A) *Purpose*. The TOD-E Transit Oriented Development Employment District is intended to provide walkable urbanism with complementary uses in industrial, warehousing, and office park areas.
> (B) This district may be applied to those areas and land uses within the LRT Overlay centered on the 93rd Avenue Transit Station on the Comprehensive 2040 Comprehensive Plan Future Land Use Map.

In 2018 the City Council adopted Transit Oriented Development (TOD) zoning districts for each of the five planned Brooklyn Park station areas that implement the vision outlined in the station area plans. TOD zoning regulates the design of buildings, sidewalks, parking, and other infrastructure in a manner that promotes walkability and a mixture of uses, such as office, retail, and residential.

This zoning combines the LRT Overlay with the Community Commercial land uses by prioritizing high intensity over large scale through density requirements, and street facing development to maximize utilization of the future investment of the LRT infrastructure. Fuel stations are allowed as a conditional use within the TOD-E zoning district. This conditional use designation includes the requirement that the development be consistent with the zoning code, including dimensional requirements. It does not entitle the property to a specific site design for a fuel station but entitles them to develop a fuel station within the requirements of the zoning code, including but not limited to setback requirements and design minimums to meet the intent of that zoning district, in this case an urban and walkable fuel station.

The TOD-E zoning district has design requirements established within the zoning code that support the intent of walkability, such as linear frontage and maximum setback requirements which push the principal structure up to the street and require the structure to face along the majority of the block, inviting pedestrians to enjoy the urban style development and make developments near the Station Areas more appealing. In April 14, 2025, City Council approved an amendment to include minimum FAR to establish a minimum expectation of density. The TOD-E zoning district has a minimum FAR of 0.5, meaning the square footage of half of the property must be the equivalent of square footage of the primary structure. This square footage does not only need to be on the ground level, the structure could also be 2 stories high with the building footprint at one quarter of the property square footage, making the total square footage of the structure equivalent to half of the property.

Planned Development Overlays (PDO) as regulated by Zoning Code Section 152.803 are intended to provide flexibility in exchange for accomplishing a set goal within the code. The PDO established in 2016 provided flexibility for the entire development, however, it limited the land uses of the subject property. This limitation prohibited fuel stations on the subject property, despite the use being conditional in the TOD-E zoning. PDOs also allow flexibility surrounding density, which allows for the reduction on the subject property from the 0.5 FAR requirement of the TOD-E to the proposed 0.15 FAR. The third standard PDOs allow for flexibility is site design, in which setbacks, building widths, frontage buildouts and other similar standards may be reduced. The fourth listed flexibility, which is also needed for this application, is parking and loading standards. The parking areas as proposed would not meet the TOD-E zoning requirements, which can be allowed through the amendment of the PDO impacting the site.

Proposed Development:

Conditional Use Permit

Fuel stations are a conditional use in the TOD-E zoning district (§ 152.707.01). While fuel stations are prohibited in the existing PDO on the subject property, the proposed text amendment adds fuel stations as a conditional use. Conditional uses must be reviewed against the standards of the Code (§ 152.305). The proposed use is evaluated below:

(D) Review Standards. The request may address the following factors, although the City Council, the Planning Commission, and city staff has the authority to request additional information from the applicant concerning operational factors pertaining to the proposed use or to retain experts with the consent and at the expense of the applicant concerning operational factors, when necessary to establish performance conditions to effect the intent of this chapter.

(1) Consistency with the Comprehensive Plan;

The Future Land Use of the Brooklyn Park 2040 Comprehensive Plan guides the property as Community Commercial with the LRT Station Area Overlay. The LRT Station Overlay and Appendix C of the 2040 Comprehensive Plan, outlining the Station Area expectations, is implemented through the design requirements of the TOD-E Zoning

District, of which many of these standards are not being met. Consistency with the Zoning Code will be achieved through the use of a Planned Development Overlay district, which will grant the flexibility necessary for this development.

(2) ***Traffic generation, volume, and safety associated with the use and driveway location on adjacent roads, sidewalks, and trail connections;***

Vehicular access to the site is provided from an existing private drive on the south and east sides of the property. This private drive connects this site to West Broadway north of 93rd Avenue. A traffic study was conducted, and the applicant must meet all comments made by the City Engineer, Hennepin County and the Blue Line Extension Project Office due to the proximity to the planned Light Rail line on West Broadway Avenue.

(3) ***The characteristics of the parking area of the use, including the number and design of parking spaces, landscaping, traffic circulation, drainage and lighting;***

The applicant has requested flexibility to reduce the front and side parking setbacks, bringing the parking area closer to the right of way and 93rd Avenue Station Area. This flexibility will be granted through the Zoning Text Amendment of the existing Planned Development Overlay. As proposed the characteristics of the parking area do not meet the intent of the City Code, the LRT Station Area Plan, or the Comprehensive Plan's future land use vision for this area., However, the ordinance permits the use of Planned Development Overlays to achieve compliance. The intent of the code is to increase walkability of the zoning district through development facing the street to separate and screen parking facilities. The TOD-E zoning district does not include parking minimums to reduce the vehicular traffic around the station areas, and to encourage the use of the Blue Line Extension upon completion.

(4) ***The provision of adequate public infrastructure to the site where the use is proposed;***

The site has access to adequate utilities, and public streets. This site has access to sewer and water connections along West Broadway. This site is located within the 93rd Avenue Station area and will also have access to public transportation.

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

The applicant provided a site plan with a landscaping proposal to screen the parking area from the multi-use trail along West Broadway.

(6) ***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;***

The existing structure meets the exterior architectural requirements for the proposed structure; however, the proposed site plan is inconsistent with regulations established for the zoning district in which the subject property is located. The applicant has submitted an application for a Zoning Text Amendment to amend the language of a Planned Development Overlay impacting this property.

(7) ***Compliance with any other applicable section of this chapter or city code.***

Fuel Stations have additional standards listed in 152.903(E) as follows:

a. **An evaluation of subsurface conditions, soil resistivity and groundwater table conditions prepared by a professional engineer, licensed by the State of Minnesota.**

The applicant has provided a geotechnical analysis which has been reviewed by the Building Department. The Fire Department will witness and inspect installation of the underground fuel tank. In addition, the Minnesota Pollution Control Agency will assign a tank inspector to supervise tank installation.

b. **Information that demonstrates compliance with the installation requirements of the requirements of the Minnesota Pollution Control Agency.**

The applicant has indicated they will work with the Minnesota Pollution Control Agency.

c. **The minimum frontage on any street must be 150 feet for a station with four pump/meter stations or less, and stations with additional pump/meter stations may provide additional frontage and area to provide equivalent and sufficient space for servicing vehicles, off-street parking, safe vehicular approaches into the station, and visibility for pedestrians and drivers.**

The frontage of this property exceeds the minimum frontage.

d. **Canopies or other weather protection structure (free standing or projecting from a building).**
(a) Maximum height. 25 feet.
(b) Lighting.
1. Except for permitted signs, no lighting or the face of the canopy is allowed. This includes a prohibition on backlit panels on the face of the canopy.
2. All lighting installed must be recessed into the canopy and lights must be directed downward and away from adjacent properties in compliance with § 152.1014.

The applicant proposes 20-foot canopies. The applicant will not have lighting on the face of the canopies. All lighting is recessed into the canopies.

e. **Pump/meter islands.**
(a) *Setbacks.*
1. From public right-of-way: 50 feet.
2. Interior side or rear: 40 feet.
3. From a residential district or use: 100 feet.
(b) *Vehicle stacking.*
1. Vehicle stacking for gas pump dispensing must be provided for at least one car beyond the pump island in each direction in which access can be gained to the pump. The required vehicle stacking area for gas dispensing may not interfere with the internal circulation drive aisles or designated parking aisles.
2. Vehicle stacking for gas pump dispensing may not be permitted in any public right-of-way, private access easement, or within the required parking setback area.

The proposed pump/meter islands meet the required setbacks.

The applicant has provided a vehicle stacking diagram which meets the requirements. The applicant acknowledges no parking is permitted in the public right-of-way.

f. **All paved areas must be surfaced with concrete or bituminous surfacing to control dust and provide adequate drainage, designed to meet the requirements of a minimum seven-ton axle load.**

The applicant proposes concrete and bituminous on site.

g. **Layout of the publicly accessible areas on the site may be designed so that the employees of the establishment and any law enforcement personnel inside the business can observe all patrons while they have access to any merchandise offered for sale in the building or are at fuel pumping areas.**

According to the applicant, the publicly accessible portions of the store are designed to allow law enforcement personnel and there is camera monitoring on site.

Outdoor sales and display are an accessory use listed in Table 152.707.1 Principal Land Use in § 152.707 Mixed Use District Land Uses as not permitted. Outdoor sales and display will be permitted through the Planned Development Overlay amendment.

The required findings of § 152.305 have been addressed and Staff recommends approval of the CUP upon approval of the Zoning Text Amendment, amending the existing Planned Development Overlay district that impacts the subject property.

Site Plan Review:

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

Building and Site Design Standards:

Lighting:

The proposed lighting meets lighting requirements as prescribed in § 152.1014.

Pedestrian Connections:

The proposed sidewalk improvements meet pedestrian circulation requirements as prescribed in § 152.1022.

Parking:
The proposed parking improvements meet the requirements as prescribed in § 152.1019 and § 152.1020.

Enclosures and Screening:

The proposed screening meets screening requirements as prescribed in § 152.1024.

Landscaping:

The proposed landscaping meets landscaping requirements as prescribed in §152.1012.

Canopy cover requirements state one large or two medium trees per 360 feet of required parking lot area green space are required. This proposal requires 3 trees, and provides 8 trees for canopy cover.

Foundation Landscape requirements state at least 40% of the perimeter must be sodded or landscaped with approved ground cover with low level plantings in an area of no less than six feet in width. This plan does provide plantings meeting this requirement.

Open area landscape requires a percentage of the development not be occupied by building or hardscape. These areas are required to be planted with trees, shrubs, flowers, native species or similar plantings as well as sodded or mulched where appropriate. This project is required to provide 30% of open space and meets this requirement.

Plant diversity requires no more than 25% of any trees be planted from the same family, and no more than 15% of the same species. This proposal meets this requirement.

Street trees are required at a minimum distance of 70 feet along public rights of way. This plan meets this requirement.

Architectural standards:

The façade is made up of 100% Class I materials and exceeds the 65% Class I requirement of § 152.1004.

Roadways:

This site is accessed from a private street along the east side of the property that has access to West Broadway north of 93rd Avenue.

Utilities:

Staff Recommendation:

The requirements of § 152.303, 152.305, and 152.803 have been addressed and Staff recommends approval of the Zoning Text Amendment and Resolutions recommending the approval of the Site Plan Review, and Conditional Use Permit for the construction and operation of a fuel station at 9400 West Broadway based on the findings of fact established within the draft resolutions.

Budgetary/Fiscal Issues: N/A

Alternatives to consider:

1. Approve the draft Ordinance and Resolutions as presented.
2. Approve the draft Ordinance and Resolutions with modifications.
3. Deny the draft Ordinance and Resolutions and provide findings for the approval of the requests.

Attachments:

4.12A ORDINANCE
4.12B CONDITIONAL USE PERMIT RESOLUTION
4.12C SITE PLAN REVIEW RESOLUTION
4.12D LOCATION MAP
4.12E PREVIOUS APPROVALS
4.12F PC MINUTES
4.12G PLAN SET

ORDINANCE #2025-

ORDINANCE AMENDING ORDINANCE #2016-1210 AND CHAPTER 152 OF CITY CODE TO REZONE PROPERTY FROM BUSINESS PARK WITH HIGHWAY OVERLAY (BP/HO) TO BUSINESS PARK WITH PLANNED DEVELOPMENT OVERLAY (BP/PD) AT THE SOUTHEAST CORNER OF HIGHWAY 610 AND WEST BROADWAY.OVERLAY IMPACTING THE MIDAS STATION PLAT.

~~Text with strikeout is proposed for deletion~~
Underlined text is proposed for insertion

The City Of Brooklyn Park Does Ordain:

Section 1.

Section 152 of the Zoning code is amended to rezone the following described properties from Business Park with Highway Overlay (BP/HO) to Business Park with Planned Development Overlay (BP/PD):

Lots 1, 2, and 3, Midas Station, Hennepin County, Minnesota

This Planned Development Overlay has the following requirements:

1. Lot 1 shall be for office, retail, personal services, restaurant uses, fuel stations or other similar uses. A Site Plan Review or Conditional Use Permit (as applicable) will be required for uses on this lot.
2. Lots 2 and 3 shall be for Hotel uses. A Conditional Use Permit will be required for uses on these lots.
3. The development of Lots 2 and 3 shall be regulated by Site Development Plan (page C3.01) dated 09-26-2016 showing the following items :
    a. Shared driveways, walkways, and parking lots;
    b. General building placement, although the drive-thru shown is not guaranteed;
    c. A connected internal walkway between the hotels, retail/restaurant buildings, and West Broadway;
    d. Shared monument and area identification signs; and
    e. Shared storm water management facilities.
4. The minimum standards of development for all buildings and sites shall include:
    a. A uniform style of parking lot lighting;
    b. High-quality building materials. Buildings must have at least two different building materials.
    c. Building setbacks are hereby waived to provide a connected and pedestrian-friendly development.
5. The maximum impervious coverage for the entire development shall not exceed 75 percent.
~~6. Parking lots are not permitted any closer to West Broadway than the buildings.~~
7. The number of parking spaces on Lots 2 and 3 may be reduced to a ratio of 1 space per guest room.
~~8. All other parking setbacks must meet requirements of City Code.~~

9. A Site Plan Review or Conditional Use Permit application before the Planning Commission and City Council, as described in City Code, is required for each site prior to its construction.
10. Other provision of the City Code not modified here shall still apply.
11. The development of Lot 1 shall be regulated by Site Keynote Plan (page C100) dated May 10, 2024 and shall be entitled to the following flexibilities from the TOD-E zoning in which the parcel currently exists:
    a. An increase to the maximum width of the northern driveway from a 20 foot width to a 40 foot width.
    b. An increase to the maximum width of the southern driveway from a 20 foot width to a 35 foot width.
    c. A reduction in the frontage build out requirement of 70% to 29.3%.
    d. The parking setbacks are reduced to 10 feet along West Broadway, and 8.41 feet along the southern property line.
    e. The minimum Floor Area Ratio is reduced for this property from 0.5 to 0.15.
    f. Outdoor Sales and Display are permitted on this site.

Section 2. Section 152.803 of the City Code, titled "Planned Development Overlays" is amended to read as follows:

(H) *List of approved active Planned Development Overlays and ordinance numbers.*

Ord. number Planned Development Overlay	***Ord. number Planned Development Overlay***
2003-998	Unnamed
2005-1050	Unnamed
2006-1056	West Broadway and Candlewood Drive
2009-1109	Gateway 2nd Addition southwest interchange of Highways 169 and 610)
2013-1156	Lakeland Avenue North
2014-1168	North Business Center
2014-1176	Gateway 3rd Addition (Outlot C)
2017-1178	North Cross Business Park
2014-1179	Six Ten Commerce Center Third Addition
2014-1181	Mississippi Gardens
2015-1188	Capstone Quadrangle 2nd Addition
2015-1193	North Park Business Center
2015-1194	Six Ten Zane
2015-1199	Villas of Rush Creek Trail
~~2016-1210~~ 2025-	Midas Station
2017-1220	Six Ten Zane Second Addition
2017-1226	Gateway 3rd Addition (Outlots B and D)
2018-1236	Villas of Rush Creek Trail 4th Addition
2020-1252	9501 Louisiana Avenue North (unplatted)
2020-1257	9489 Winnetka Avenue Noth
2021-1264	Six Ten Commerce Center 5th Addition

RESOLUTION #2025-

RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR THE OPERATION OF A FUEL STATION AT 9400 WEST BROADWAY.

Planning Commission File # 25-104

WHEREAS, Brent Dusek, of Kwik Trip, 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 Transit Oriented Development - Employment in which fuel stations 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 public hearing 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 fuel station at 8200 108th Court and as legally described in the attached EXHIBIT A, subject to the following conditions:

1. Prior to the issuance of a building permit, a site plan meeting the conditions of Resolution Approving a Site Plan for the Construction of a Fuel Station at 9400 West Broadway must be approved.

2. Prior to issuance of a Certificate of Occupancy, the Applicant must install stop signs at all driveway exits to City streets in accordance with §152.1020(G) of the zoning code, to the satisfaction of the City Engineer.

3. Pursuant to §152.1015(C) of the zoning code, staging areas visible from the public rights-of-way areas must be screened.

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 2, Northpark Business Center Ninth Addition, Hennepin County, Minnesota.

RESOLUTION #2025-

RESOLUTION APPROVING A SITE PLAN REVIEW FOR THE CONSTRUCTION OF A FUEL STATION AT 9400 WEST BROADWAY.

Planning Commission File # 25-104

WHEREAS, Brent Dusek, of Kwik Trip, 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 Transit Oriented Development with a Planned Development Overlay; 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 public hearing 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 approved at 9400 West Broadway as legally described in the attached EXHIBIT A, because of 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 May 10, 2024 are approved, subject to the conditions listed below.

1.02 Building elevations for the fuel station dated May 9, 2024 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 **$945,200.00**, a cash bond in the amount of **$49,700.00** and a developer's escrow in the amount of **$29,800.00** as required by Chapter 152. The developer's escrow must be posted with the City to cover engineering, legal and administrative costs incurred by the City. If this account becomes deficient, it shall be the developer's responsibility to deposit additional funds. This must be done before final bonding obligations are complete.

3.00 REQUIRED DOCUMENTS

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

4.00 GENERAL CONDITIONS

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

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

4.02 Before final bonding obligations are released, a certificate signed by a registered engineer must be provided. This certificate will state that all final lot and building grades are in conformance to drainage development plan(s) approved by the City Engineer.

4.03 No burying of construction debris shall be permitted on the site.

4.04 Dust control and erosion measures must be in place to prevent for dust and erosion including, but not limited to, daily watering, silt fences, and seeding. The City Engineer may impose measures to reduce dust and run-off.

4.05 Adequate dumpsters must be on site during construction. When full, they must be emptied immediately or replaced with an empty dumpster.

4.06 Signs must conform to the requirements of Chapter 150. The sign plans will be approved by staff to verify code compliance at time of building permit.

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 The City must adopt an amendment to Ordinance 2016-1210 modifying the Planned Development Overlay to permit for the site plan as proposed.

5.01 Prior to issuance of a Certificate of Occupancy, the Applicant must install stop signs at all driveway exits to City streets in accordance with §152.1020(G) of the zoning code, to the satisfaction of the City Engineer.

EXHIBIT A

Lot 1, Block 1, Midas Addition, Hennepin County, Minnesota



Rezoning, Conditional Use Permit and Site Plan Review

Case #25-104 – KwikTrip 9400 West Broadway

Area of Request (August 2025 Air Photo)

9400 West Broadway, Brooklyn Park MN

Brooklyn Park



City of Brooklyn Park
Request for Council Action

Agenda Item:	6.2	**Meeting Date:**	October 24, 2016
Agenda Section:	Land Use Actions	**Originating Department:**	Community Development
Resolutions:	XX		
Ordinance:	X – FIRST READING	**Prepared By:**	Todd A. Larson, Senior Planner
Attachments:	8	**Presented By:**	Cindy Sherman, Planning Director
Item:	Midas Brooklyn Park, LLC - Plat, Rezoning, and Conditional Use Permit #16-123 for two hotels at 9400 West Broadway.		

City Manager's Proposed Actions:

MOTION _____ SECOND _____ TO WAIVE THE READING AND ADOPT ON FIRST READING AN ORDINANCE AMENDING CHAPTER 152 OF CITY CODE TO REZONE PROPERTY FROM BUSINESS PARK WITH HIGHWAY OVERLAY (BP/HO) TO BUSINESS PARK WITH PLANNED DEVELOPMENT OVERLAY (BP/PD) AT THE SOUTHEAST CORNER OF HIGHWAY 610 AND WEST BROADWAY.

MOTION _____ SECOND _____ TO WAIVE THE READING AND ADOPT RESOLUTION #2016-___ APPROVING PRELIMINARY AND FINAL PLAT OF "MIDAS STATION" SUBDIVIDING 6.986 ACRES INTO THREE BUSINESS LOTS AT THE SOUTHEAST CORNER OF WEST BROADWAY AND HIGHWAY 610.

MOTION _____ SECOND _____ TO WAIVE THE READING AND ADOPT RESOLUTION #2016-___ APPROVING CONDITIONAL USE PERMITS FOR TWO HOTELS AT 9470 AND 9490 WEST BROADWAY.

Planning Commission Recommendation:

At its meeting on October 12, the Planning Commission unanimously (8-0) recommended approval of the proposal with conditions that are outlined in the attached resolutions.

Overview:

Midas Hospitality is proposing to construct two hotels at the southeast corner of West Broadway and Highway 610. One of the hotels, Hampton Inn, is geared towards short stays. The other hotel, Home2Suites, is geared towards longer stays by featuring kitchenettes in the rooms. Both hotels have swimming pools and offer a complimentary breakfast buffet. Hotels are considered a conditional use; therefore a conditional use permit (CUP) is required.

The applicant will have additional land for development. They are envisioning retail and restaurant uses that will complement the hotels. The applicant does not have any proposed retailers or restauranteurs at this time, but had prepared a development plan showing how these uses could fit into the site in the future. The applicant worked closely with staff and MetroTransit's Transit Oriented Development staff in laying out the development plan to make all the uses work well together and take advantage of the future light rail transit station a block south of the site. The application is seeking a Planned Development Overlay to waive the building setback requirements to make the site more walkable and connected and to reduce the parking needs.

Budgetary/Fiscal Issues: Park dedication will be given with the development.

Alternatives to consider:

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

Attachments:

6.2A REZONING/DEVELOPMENT PLAN ORDINANCE
6.2B PLAT RESOLUTION
6.2C CONDITIONAL USE PERMITS RESOLUTION
6.2D LOCATION MAP
6.2E PLANNING & ZONING INFORMATION
6.2F LETTER FROM APPLICANT
6.2G PLANNING COMMISSION MINUTES
6.2H PLANS

ORDINANCE #2016-___

ORDINANCE AMENDING CHAPTER 152 OF CITY CODE TO REZONE PROPERTY
FROM BUSINESS PARK WITH HIGHWAY OVERLAY (BP/HO)
TO BUSINESS PARK WITH PLANNED DEVELOPMENT OVERLAY (BP/PD)
AT THE SOUTHEAST CORNER OF HIGHWAY 610 AND WEST BROADWAY

The City Of Brooklyn Park Does Ordain:

Section 1.

Section 152 of the Zoning code is amended to rezone the following described properties from Business Park with Highway Overlay (BP/HO) to Business Park with Planned Development Overlay (BP/PD):

Lots 1, 2, and 3, Midas Station, Hennepin County, Minnesota

This Planned Development Overlay has the following requirements:

1. Lot 1 shall be for office, retail, personal services, restaurant uses, or other similar uses. A Site Plan Review or Conditional Use Permit (as applicable) will be required for uses on this lot.
2. Lots 2 and 3 shall be for Hotel uses. A Conditional Use Permit will be required for uses on these lots.
3. The Site Development Plan (page C3.01) dated 09-26-2016 showing the following items:
    a. Shared driveways, walkways, and parking lots;
    b. General building placement, although the drive-thru shown is not guaranteed;
    c. A connected internal walkway between the hotels, retail/restaurant buildings, and West Broadway;
    d. Shared monument and area identification signs; and
    e. Shared storm water management facilities.
4. The minimum standards of development for all buildings and sites shall include:
    a. A uniform style of parking lot lighting;
    b. High-quality building materials. Buildings must have at least two different building materials.
    c. Building setbacks are hereby waived to provide a connected and pedestrian-friendly development.
5. The maximum impervious coverage for the entire development shall not exceed 75 percent.
6. Parking lots are not permitted any closer to West Broadway than the buildings.
7. The number of parking spaces on Lots 2 and 3 may be reduced to a ratio of 1 space per guest room.
8. All other parking setbacks must meet requirements of City Code.
9. A Site Plan Review or Conditional Use Permit application before the Planning Commission and City Council, as described in City Code, is required for each site prior to its construction.
10. Other provision of the City Code not modified here shall still apply.

RESOLUTION #2016-___

RESOLUTION APPROVING PRELIMINARY AND FINAL PLAT OF
"MIDAS STATION"
SUBDIVIDING 6.986 ACRES INTO THREE BUSINESS LOTS
AT THE SOUTHEAST CORNER OF WEST BROADWAY AND HIGHWAY 610

Planning Commission File #16-123

WHEREAS, the plat of "Midas Station" has been submitted in the manner required for platting of land under the Brooklyn Park Codes and under Chapter 462 of the Minnesota Statutes and all proceedings have been duly held thereunder; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park, Preliminary Plat Request #16-123 "Midas Station" shall be approved subject to the following conditions:

1.00 DRAWINGS

1.01 Preliminary plans on file in the City Clerk's office dated 09-26-2016 for three lots upon compliance with the following requirements:

2.00 BONDS, ESCROWS AND DIRECT PAYMENTS

2.01 Developer's Escrow in the amount of **$3,000.00** 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.

2.02 Payment of any special assessments on the property.

3.00 REQUIRED DOCUMENTS

3.01 Approval of Title by the City Attorney.

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

3.03 Cross-Access and maintenance agreements between all three lots must be reviewed and approved by the City Attorney and recorded with the final plat.

3.04 A signal assessment agreement for one-quarter of one-half the cost of a future traffic signal at the private roadway access with West Broadway. The agreement may divide the share between the three parcels.

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.

II. FINAL PLAT

5.01 NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park, Final Plat Request #16-123 "Midas Station" shall be approved subject to the following conditions:

a. Title review by the City Attorney and all conditions therein.

b. Easement review by the City Engineer and all conditions therein.

c. Per requirements set forth above or as subsequently amended by motion, approving the preliminary and final plat of "Six Ten Commerce Center 2nd Addition" which is part of this resolution by reference and is on file and can be examined in the City Clerk's office.

d. Submission of a letter from the land surveyor or engineer indicating the square footage contained in each lot on the plat, per Section 151.043, Subdivision J, of the City Code.

e. Submission of a CAD copy of the plat.

f. Park dedication in the amount of $55,888 (6.986 acres at $8,000 per acre).

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

RESOLUTION #2016-___

RESOLUTION APPROVING CONDITIONAL USE PERMITS
FOR TWO HOTELS AT 9470 AND 9490 WEST BROADWAY

Planning Commission File #16-123

WHEREAS, Midas Hospitality has made application for conditional use permits on properties legally described as:

Lot 2, Block 1, Midas Station, Hennepin County, Minnesota, and
Lot 3, Block 1, Midas Station, Hennepin County, Minnesota

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BROOKLYN PARK: that two Conditional Use Permits are hereby approved for one hotel on each of the above-described parcels, subject to the following:

1.00 PLANS AND DRAWINGS

Exterior and site improvements must conform to the following plans and drawings:

1.01 Site Plans, Utility Plans, and Landscaping Plans dated 09-26-2016; and

1.02 Building Elevations dated 08-29-2016.

2.00 REQUIRED DOCUMENTS

2.01 A cross-access and maintenance agreement for joint use of the driveways and parking areas.

2.03 Approval from the West Mississippi Watershed Management Organization and all conditions therein.

3.00 BONDS, ESCROWS AND DIRECT PAYMENTS

3.01 A Development Contract and bonding shall be required in the amounts of **$353,400.00 (Lot 2)** and **$320,500.00 (Lot 3)** as a development bond or letter of credit, a **$18,600.00 (Lot 2)** and **$16,800.00 (Lot 3)** cash bonds, and a **$11,100.00 (Lot 2)** and **$10,100.00 (Lot 3)** developer's escrows as required by Chapter 152. The developer's escrow must be posted with the City Treasurer 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. This bonding must include the following:

a. Earthwork
b. Erosion Control
c. Site Utilities
d. Concrete curb, gutter, and walks.
e. Paving and striping of parking and driveways
f. Landscaping and irrigation
g. Site lighting
h. Rooftop Screening

4.00 GENERAL CONDITIONS

4.01 Outdoor storage, display, and sales are prohibited, unless there is a valid special event permit.

4.02 The waste enclosures must be constructed out of masonry materials complementary to the building with an opaque wood or metal gate. The enclosure must be large enough to house trash and recyclables.

4.03 Signs require sign permits and must conform to the design standards in Chapter 150.

4.04 Each hotel is required to maintain a valid lodging license, pool license, and food service license.

4.05 Each hotel may apply for a hotel liquor license, if so desired.

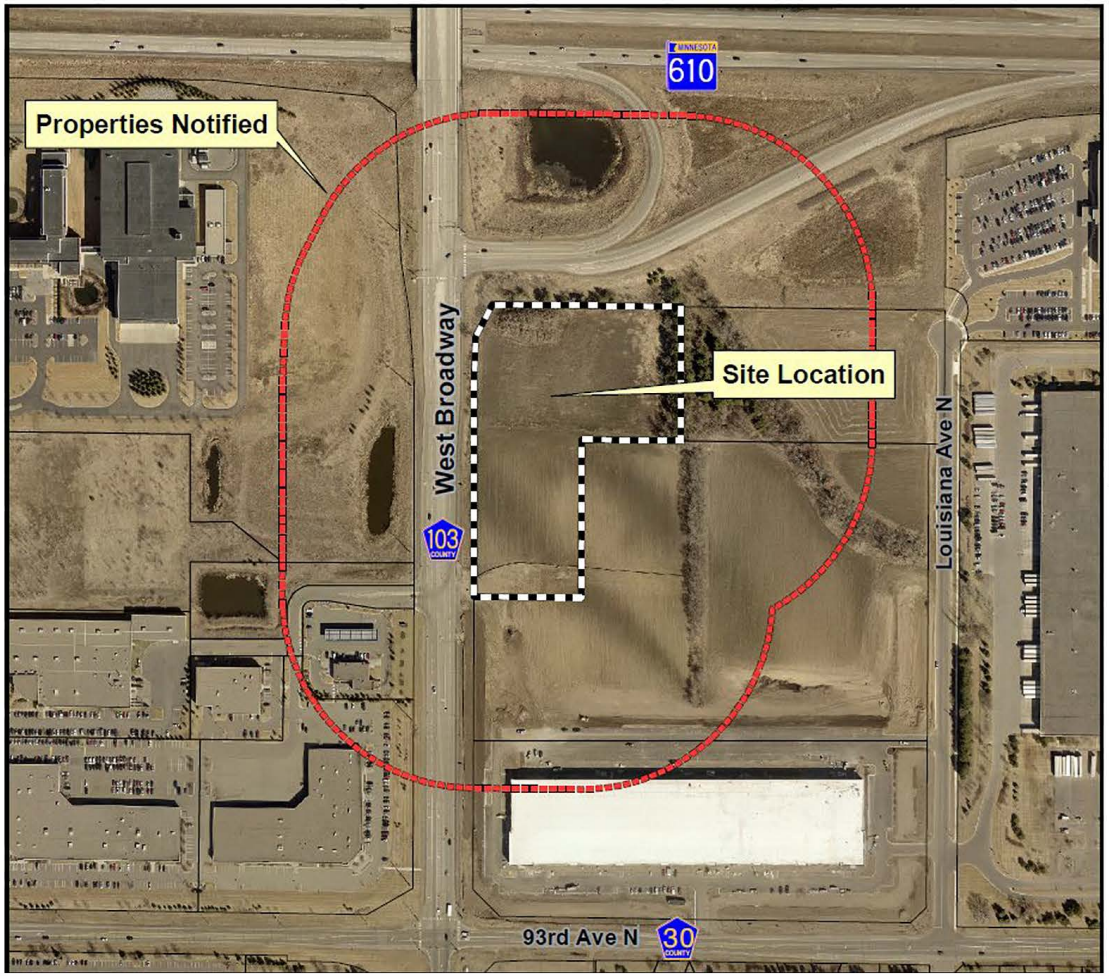
4.06 Parking lot lighting is limited to 25 feet in height per City Code Section 152.111(C)(3).

4.07 Signs require permits and must conform to the design requirements of Chapter 150 and the approved development plan.

This Conditional Use Permit must be recorded with the Hennepin County Recorder's Office (Taxpayer Services). All conditions must be met and adhered to at all times in order for this permit to be valid. Recording must be made before December 31, 2017, otherwise a time extension must be requested in the manner listed in City Code.

Plat/Rezoning/Conditional Use Permits #16-123 Midas Hospitality
9400 West Broadway

Brooklyn Park
Community Development

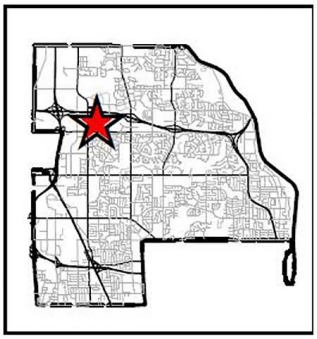


This is a public hearing notice map. Properties receiving notices are within the red dashed line.

Notification distance = 500 feet

Spring 2015 Air Photo.

100 Feet



Map Date September 26, 2016

Land Use Plan	Business Park		
Current Zoning	Business Park with Highway Overlay (BP/HO)		
Surrounding Zoning	East – Business Park with Highway Overlay (BP/PD) *Vacant* South – Business Park with Planned Development Overlay (BP/PD) *CSM's 610 Commerce Center future expansion site* North – Planned Unit Development (PUD) *Target North Campus – across Highway 610* West – Business Park with Highway Overlay (BP/HO) *Takada Pharmaceuticals*		
Neighborhood	Tessman		
	Total Site	Hampton Inn (Lot 2)	Home2 Suites (Lot 3)
Site Area	6.986 acres	2.30 acres	2.03 acres
Number of Rooms	207	100	107
Parking Spaces	217	103	114
Conforms to: Land Use Plan – Yes Zoning Code – Yes Variances Needed – None			
Notification Distance	500 feet		

Development Plan

The applicant has provided a development plan that shows two hotels and three retail/restaurant buildings, an internal roadway, and parking lots. The retail/restaurant buildings are conceptual in nature—these uses are not proposed at this time. In the future, the number and size of the buildings are likely to change, but the connectivity of these building with the hotels and the multi-use trail along West Broadway is the important design element that will be emphasized with the development. A drive-through is shown around one of the buildings, but that is conceptual—no drive-thru will be guaranteed with the development plan.

The rezoning of the property from the Highway Overlay to the Planned Development Overlay will set the development expectations for the future. The development plan shows reduced setbacks from the Highway Overlay and Business Park standards to promote the connectedness and walkability of the development.

Hotel Designs

Two hotels are proposed for the site. Both hotels will be four stories in height. Each hotel will reflect the brand's contemporary image. The western hotel (Hotel A, Lot 2) will be a Hampton Inn with brick, EIFS, Nichiha panels (a brand of decorative fiber cement), and metal panels. The eastern hotel (Hotel B, Lot 3) will be a Home2Suites with tile, cement fiber board, EIFS, and metal panels. The two hotels are not intended to be identical, but have some similar architectural treatments that will complement each other.

Access and Parking
The entire site will share an existing access to West Broadway. In the future, a traffic signal is expected in this location. This intersection will be where the proposed light rail line will transition from center-running to west side-running. A signal assessment agreement is in place on the adjacent CSM property to cover three-quarters of one-half the cost. An agreement covering the remaining quarter of one-half the cost will be required. In the event the light rail project does not go forward (and therefore not covering the signal costs), the cost of this signal will be covered by the property owners. The City Attorney will prepare this agreement.

From the intersection with West Broadway, a shared internal roadway will provide access to both hotels and the future retail/restaurant development site. A cross-access and maintenance agreement is required for this roadway.

The applicant is requesting a modification in the number of parking spaces that are required by City Code through the development plan. City Code requires 1.25 spaces per room plus additional parking for restaurants, meeting rooms, and banquet facilities. The applicant has operated dozens of hotels across the country and has found that one parking space per room is adequate for their needs. In the future, light rail is expected to bring some guests and employees to the hotels further reducing the demand for vehicle parking. Between both hotels, this is a total reduction of 42 spaces.

Pedestrian Connections
The site is located along West Broadway where there is a multi-use trail today. The development plan's first phase will show a connection by the Hampton Inn and at the entrance drive. In the future, other connections could be made with the retail buildings. A sidewalk is proposed along the internal roadway as well.

Landscaping and Screening
The proposed landscaping plan meets the requirements for the site. The retail/restaurant site will be seeded with low-maintenance turf grass until the time of its development.

Utilities
The utility plan shows how the site will be served with City water and sanitary sewer. Water was envisioned to be extended from Louisiana Avenue to east across the CSM property with a future phase of the 610 Commerce Center. In advance of that, water is available from the west side of West Broadway near the Holiday gas station. A connection is shown across Lot 3 to loop the water back to Louisiana at the time of development of the BPP LLC property to the east.

Storm Water Management
The applicant is proposing an underground storm water management system to assist in maximizing the development of the site. Two small infiltration basins are shown on the site. Several additional shrubs should be added to these basins for bank stabilization and aesthetics. The West Mississippi Watershed Management Commission reviews and approves the storm water plans prior to construction.

Signs
The development plan shows the locations of signs. A monument sign is shown near the access to West Broadway and a development sign is shown near the intersection of West Broadway and the eastbound Highway 610 ramps. A third monument sign is shown internal to the site. The signs have not been designed at this time, but it is recommended that they are allowed in those locations while meeting the design requirements of the Sign Code.

Lighting

The applicant prepared a lighting plan. All of the lights shown are downcast and shielded to prevent glare. The pole heights shown, however, are 30 feet. City Code limits freestanding lighting to 25 feet. The lighting plan must be adjusted at the time of building permit.

Public Safety

The Fire Department is requesting two additional fire hydrants on the site—one near the northwest corner of the Hampton Inn and one near the northeast corner of Home2Suites. These hydrants will provide coverage around each building and for the parking lots.

MINUTES OF THE BROOKLYN PARK PLANNING COMMISSION
REGULAR MEETING

October 12, 2016

Unapproved Minutes

1. CALL TO ORDER

The meeting was called to order at 7:03 p.m.

2. ROLL CALL/ PLEDGE OF ALLEGIANCE

Those present were: Commissioners Fletcher, Hanson, Jacobson, Kisch, Schmidt, Stuewe, West-Hafner and Vosberg; Senior Planner Larson; and Planning Director Sherman

Those not present: Commissioner Morton-Spears

6. PUBLIC HEARING

6C. Midas Brooklyn Park, LLC- Case# 16-123 Plat, Rezoning, and Conditional Use Permit for two hotels at 9400 West Broadway

Senior Planner Larson stated that the two hotels are each proposed to be four stories in height, not the same design, but in complementary materials so they work well together. There is a concept plan for the southern part of the property but nothing has been decided yet. The applicant is a hotel company, not a retail company, so they hope to be working with some other users in the future. Light rail will be important to this site and the applicant has been working with Metropolitan Transit to make sure all of the buildings work together and guests and hotel workers can take advantage of the light rail if they choose to. The landscaping plan addresses the whole site instead of looking at it as two separate sites. There will be more landscaping in the future as other users are identified.

Senior Planner Larson stated that the site is currently zoned Business Park with a Highway Overlay. The request is to change it a Planned Development Overlay so the buildings can be linked together with shared driveways, parking, and the future plans for the rest of the site. The second part of the application is to separate the property into three lots, and the third part of the application is a Conditional Use Permit for each of the hotels. The applicant has found in doing business across the country that one parking space per room, instead 1.25 parking spaces, is adequate. Staff is comfortable with their analysis and if things turn out differently, the retail area can accommodate more parking. Staff is recommending approval.

J.T. Norville with Midas Hospitality stated that he is one of the co-founders and they are an eleven year old company based in St. Louis, Missouri. He stated that they have over seven hundred employees company-wide and hotels are their only focus. They have twenty seven hotels in thirteen states and they currently have eight other hotels under construction in four states. He stated that the first phase of this development will bring a $30,000,000 investment to Brooklyn Park. It will add sixty permanent jobs, not counting the temporary jobs related to the construction. There are 2,100 Hampton properties worldwide and it is one of the strongest

hotel brands in the industry. Amenities will include complimentary breakfast for about one hundred rooms, a fitness room, indoor pool, free wi-fi and a spacious lobby. The Home2 suites brand was launched in 2009 by Hilton and is focused on the long-term stay customer. Every room is a suite and will contain a full kitchen and separate living space.

Toby Heddinghaue, the architect on the project, stated that they have a unique opportunity here to be building two hotels at the same time that are owned by the same company. He showed samples of the materials they will be using for the hotels. The products they are using are upgraded from what Hilton would require.

Commissioner Chair West-Hafner opened the public hearing.

Nancy Niznick, 7544 103rd Circle, asked how they know that two hotels are sustainable in that spot and how that was determined. Her husband, David Niznick, asked if all of the hotels in Brooklyn Park are full.

Commissioner West-Hafner stated that there are only two hotels in Brooklyn Park at this time and she does not know how full they are.

Seeing no one else approach the podium, she closed the public hearing.

Commissioner Hanson stated that she is really glad to see this come into Brooklyn Park as hundreds of jobs have come in along the Highway 610 corridor. As an executive assistant and meeting planner, she is always looking for a place for people to stay when they come to visit. Downtown hotels fill up very quickly and she ends up putting their visitors in Maple Grove hotels. She stated that she is happy that she will be able to put these visitors in a hotel in Brooklyn Park. Since they do not have a meeting space, she stated that she agrees that they do not need all the extra parking they would for events and she likes the addition of more green space.

Commissioner Kisch stated that he is also happy with the increased greenspace as opposed to more parking spaces. He stated that they need to watch the percentage of impervious surface because they are right up against it without development of the rest of the site. He stated that re recommends the applicant have the figures for City Council showing the percentage of impervious surface for each lot. He stated that a condition should be added for a cross-access agreement, that the rooftop equipment needs to be well screened, and that the entry into the hotels is at the back of the CSM building, and not the best view for hotel customers.

Senior Planner Larson stated that there will not be much roof top screening on the hotels as all of the rooms have separate units next to or below the window of each room. He stated that the cross-access is identified in the Conditional Use Permit as well as on the plat resolutions. He also stated that currently people entering the hotels would see the back of the existing CSM building but there is a sister building identified in the CSM development plan with the front of that building being what people would see when entering the hotels.

Commissioner Jacobson asked Mr. Norville what is their plan for the retail development if all they do is hotels.

Mr. Norville stated that they currently have the retail property listed with Colliers but they currently do not own the property and will not close on it until January of 2017. They expect to begin construction in April and will be working with other developers to find the right kind of tenants to complement their hotels.

Commissioner Schmidt stated that the city has waited a long time for a project like this to come to Brooklyn Park and he is excited to see this come. He stated his only concern is echoing a little of what Commissioner Kisch said about what the tenants are going to see coming into the property or being in the hotel and looking out. He stated that he does not want to see an overgrown empty lot on that third parcel but he will leave it to the applicant to deal with because if it looks bad people will not come.

Commissioner Vosberg stated that she completely agrees that we need hotels in the City of Brooklyn Park. She likes the layout, the concept, and that they will bring in some of the local flair.

Commissioner Stuewe stated that this is something we need in the Highway 610 corridor. She stated that the applicant might look at a possible bar or restaurant type of tenant as there are not a lot of close places for the guests to go close by if they do not have transportation.

Commissioner West-Hafner stated that she is excited that this project is coming and she agrees with Commissioner Stuewe that they need a restaurant there since there really are none within walking distance.

Commissioner Jacobson stated that she agrees the hotels need a restaurant but she also wishes there was a banquet facility because the city is in need of that also.

MOTION KISCH, SECOND JACOBSON TO RECOMMEND APPROVAL OF REZONING 16-123 AT THE SOUTHEAST CORNER OF HIGHWAY 610 AND WEST BROADWAY FROM BUSINESS PARK WITH HIGHWAY OVERLAY TO BUSINESS PARK WITH PLANNED DEVELOPMENT OVERLAY.

MOTION CARRIED UNANIMOUSLY

MOTION KISCH, SECOND JACOBSON TO RECOMMEND APPROVAL OF PLAT 16-123 OF MIDAS STATION AT THE SOUTHEAST CORNER OF HIGHWAY 610 AND WEST BROADWAY SUBJECT TO CONDITIONS IN THE DRAFT RESOLUTION.

MOTION CARRIED UNANIMOUSLY

MOTION KISCH, SECOND JACOBSON TO RECOMMEND APPROVAL OF CONDITIONAL USE PERMIT 16-123 FOR HOTELS AT 9470 AND 9490 WEST BROADWAY SUBJECT TO CONDITIONS IN THE DRAFT RESOLUTION.

MOTION CARRIED UNANIMOUSLY

Commissioner Chair West-Hafner stated that this application will be considered by the City Council on September 26, 2016.

City of Brooklyn Park
Request for Council Action

Agenda Item:	4.2	**Meeting Date:**	November 14, 2016
Agenda Section:	Consent	**Originating Department:**	Community Development
Resolutions:	X		
Ordinance:	X – SECOND READING	**Prepared By:**	Todd A. Larson, Senior Planner
Attachments:	4	**Presented By:**	Cindy Sherman, Planning Director
Item:	Midas Brooklyn Park, LLC - Rezoning #16-123 for two hotels at 9400 West Broadway and release of conditions and restrictions.		

City Manager's Proposed Actions:

MOTION _____ SECOND _____ TO WAIVE THE READING AND ADOPT ON SECOND READING AN ORDINANCE AMENDING CHAPTER 152 OF CITY CODE TO REZONE PROPERTY FROM BUSINESS PARK WITH HIGHWAY OVERLAY (BP/HO) TO BUSINESS PARK WITH PLANNED DEVELOPMENT OVERLAY (BP/PD) AT THE SOUTHEAST CORNER OF HIGHWAY 610 AND WEST BROADWAY.

MOTION _____ SECOND _____ TO WAIVE THE READING AND ADOPT RESOLUTION #2016-___ RELEASING CONDITIONS AND RESTRICTIONS.

Overview:

At the October 24 meeting, the Council approved the Conditional Use Permits, plats, and the first reading of the rezoning ordinance for Midas Hospitality who is proposing to construct two hotels at the southeast corner of West Broadway and Highway 610 in the spring of 2017. One of the hotels, Hampton Inn, is geared toward short stays. The other hotel, Home2Suites, is geared toward longer stays by featuring kitchenettes in the rooms. Both hotels have swimming pools and offer a complimentary breakfast buffet.

Tonight's first motion is the second reading of the rezoning ordinance to remove the Highway Overlay and replace it with the Planned Development Overlay. The second motion is to release an old conditional use permit from the property title. The CUP was granted in 1986 for mining and reclamation. This CUP has not been used in several years and by City Code expires, but the document remains on the title of the property. These are the last two actions related to the development of the property.

Budgetary/Fiscal Issues: Park dedication will be given with the development.

Alternatives to consider:

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

Attachments:

4.2A REZONING/DEVELOPMENT PLAN ORDINANCE
4.2B RELEASE OF CONDITIONS AND RESTRICTIONS RESOLUTION
4.2C LOCATION MAP
4.2D LETTER FROM APPLICANT

ORDINANCE #2016-___

ORDINANCE AMENDING CHAPTER 152 OF CITY CODE TO REZONE PROPERTY
FROM BUSINESS PARK WITH HIGHWAY OVERLAY (BP/HO)
TO BUSINESS PARK WITH PLANNED DEVELOPMENT OVERLAY (BP/PD)
AT THE SOUTHEAST CORNER OF HIGHWAY 610 AND WEST BROADWAY

The City Of Brooklyn Park Does Ordain:

Section 1.

Section 152 of the Zoning code is amended to rezone the following described properties from Business Park with Highway Overlay (BP/HO) to Business Park with Planned Development Overlay (BP/PD):

Lots 1, 2, and 3, Midas Station, Hennepin County, Minnesota

This Planned Development Overlay has the following requirements:

1. Lot 1 shall be for office, retail, personal services, restaurant uses, or other similar uses. A Site Plan Review or Conditional Use Permit (as applicable) will be required for uses on this lot.
2. Lots 2 and 3 shall be for Hotel uses. A Conditional Use Permit will be required for uses on these lots.
3. The Site Development Plan (page C3.01) dated 09-26-2016 showing the following items:
    a. Shared driveways, walkways, and parking lots;
    b. General building placement, although the drive-thru shown is not guaranteed;
    c. A connected internal walkway between the hotels, retail/restaurant buildings, and West Broadway;
    d. Shared monument and area identification signs; and
    e. Shared storm water management facilities.
4. The minimum standards of development for all buildings and sites shall include:
    a. A uniform style of parking lot lighting;
    b. High-quality building materials. Buildings must have at least two different building materials.
    c. Building setbacks are hereby waived to provide a connected and pedestrian-friendly development.
5. The maximum impervious coverage for the entire development shall not exceed 75 percent.
6. Parking lots are not permitted any closer to West Broadway than the buildings.
7. The number of parking spaces on Lots 2 and 3 may be reduced to a ratio of 1 space per guest room.
8. All other parking setbacks must meet requirements of City Code.
9. A Site Plan Review or Conditional Use Permit application before the Planning Commission and City Council, as described in City Code, is required for each site prior to its construction.
10. Other provision of the City Code not modified here shall still apply.

RESOLUTION #2016-___

RESOLUTION RELEASING CONDITIONS AND RESTRICTIONS

This instrument is made by and between the CITY OF BROOKLYN PARK, a Minnesota municipal corporation, and Midas Brooklyn Park, LLC, a Missouri limited liability company.

WHEREAS, Midas Brooklyn Park, LLC, is the fee owner of that certain real property located in the City of Brooklyn Park, County of Hennepin, State of Minnesota, described as follows (the "Property"):

Outlot A, Six Ten Commerce Center Second Addition

WHEREAS, the Property is subject to the terms and conditions of the following conditional use permit issued by the City of Brooklyn Park (the "CUP"):

Resolution Number 1986-325 granting Conditional Use Permit No. 1986-3354, dated September 22, 1986, filed March 4, 1987, as Document No. 5235119

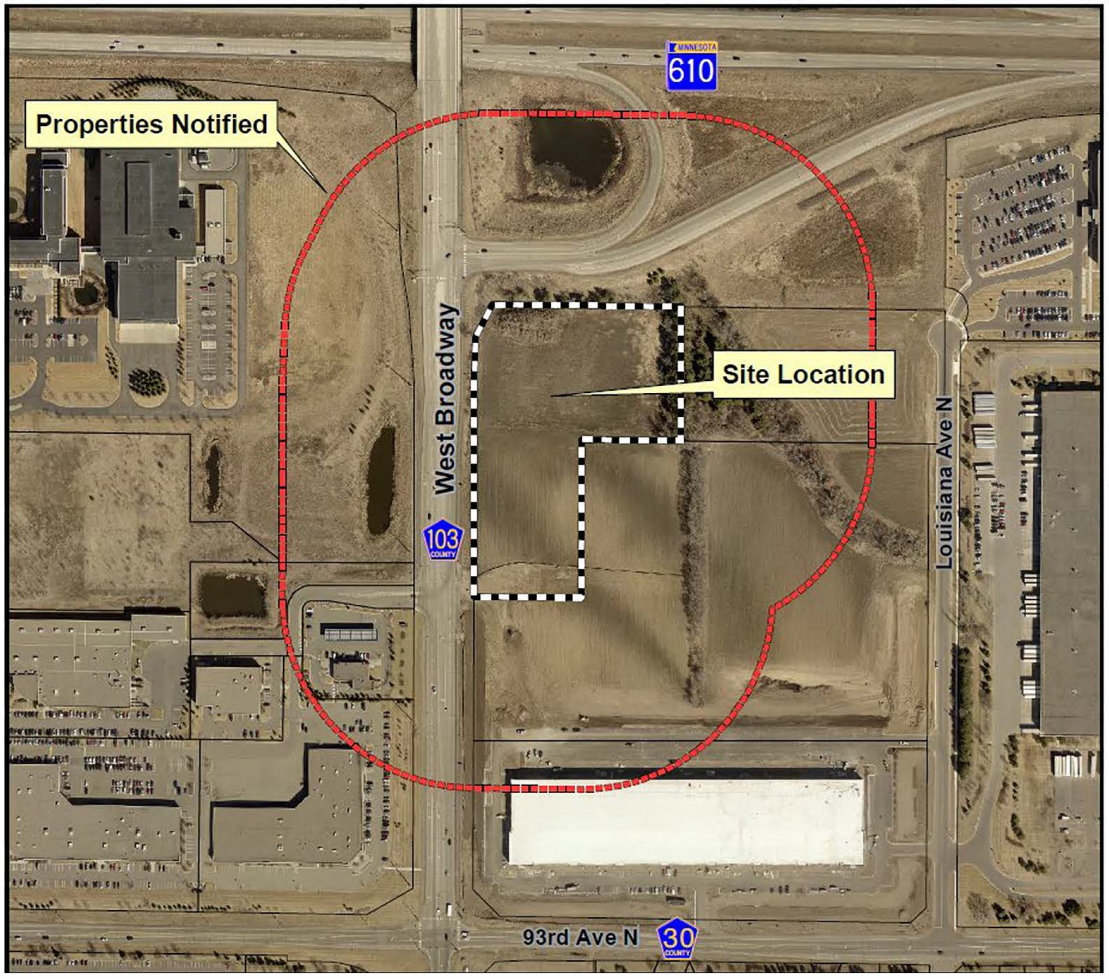
WHEREAS, the CUPs were granted in connection with the development of other real estate of which the Property is no longer a part; and

WHEREAS, the City and Midas Brooklyn Park, LLC, desire to release the Property from the terms and conditions of the CUPs.

NOW, THEREFORE, it is hereby agreed by and between the parties that the Property is hereby released from the terms, conditions and restrictions of the Conditional Use Permit identified above.

Plat/Rezoning/Conditional Use Permits #16-123 Midas Hospitality
9400 West Broadway

Brooklyn Park
Community Development



This is a public hearing notice map. Properties receiving notices are within the red dashed line.

Notification distance = 500 feet

Spring 2015 Air Photo.

100 Feet



Map Date September 26, 2016

5.1 Planning Case #25-104 (Kwik Trip) – Zoning Text Amendment, Conditional Use Permit and Site Plan Review at 9400 West Broadway

Senior Planner McDermott introduced the application from Kwik Trip for a site plan, CUP, and zoning text amendment for the property at 9400 West Broadway. She stated that at the last meeting, the Commission voted unanimously in support of the site plan, and the City Council also supported the site plan. She explained that the Planned Unit Development (PUD) tool will provide that path forward. She recommended approval of the three actions before the Commission as presented and stated within the packet.

Commission Chair Cavin opened the public hearing.

Tonya West-Hafner, 1005 Hampshire Terrace, thanked the Commission for supporting the project. She stated that, as a previous member of the Council, they were shortsighted in the planning for this property and believes that this development will be an amenity for those staying at the hotel.

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

MOTION BORER, SECOND UDOMAH TO RECOMMEND APPROVAL OF A ZONING TEXT AMENDMENT, AMENDING ORDINANCE 2016-1210 ORDINANCE AMENDING CHAPTER 152 OF CITY CODE TO REZONE PROPERTY FROM BUSINESS PARK WITH HIGHWAY OVERLAY (BP/HO) TO BUSINESS PARK WITH PLANNED DEVELOPMENT OVERLAY (BP/PD) AT THE SOUTHEAST CORNER OF HIGHWAY 610 AND WEST BROADWAY.

MOTION CARRIED UNANIMOUSLY.

MOTION BORER, SECOND UDOMAH TO RECOMMEND APPROVAL OF A CONDITIONAL USE PERMIT FOR THE OPERATION OF A FUEL STATION AT 9400 WEST BORADWAY, SUBJECT TO CONDITIONS IN THE DRAFT RESOLUTION.

MOTION CARRIED UNANIMOUSLY.

MOTION BORER, SECOND UDOMAH TO RECOMMEND APPROVAL OF A SITE PLAN REVIEW FOR THE CONSTRUCTION OF A FUEL STATION AT 9400 WEST BROADWAY, SUBJECT TO CONDITIONS IN THE DRAFT RESOLUTION.

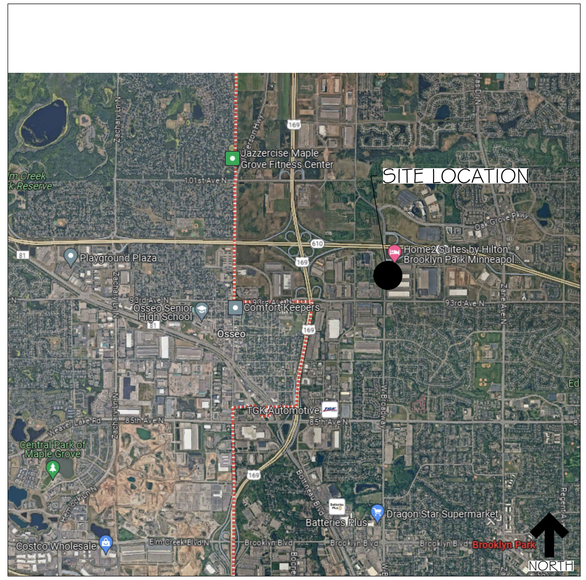
MOTION CARRIED UNANIMOUSLY.

Planning Director Mogush stated the public hearing item is scheduled to be reviewed at the City Council meeting on November 24, 2025.

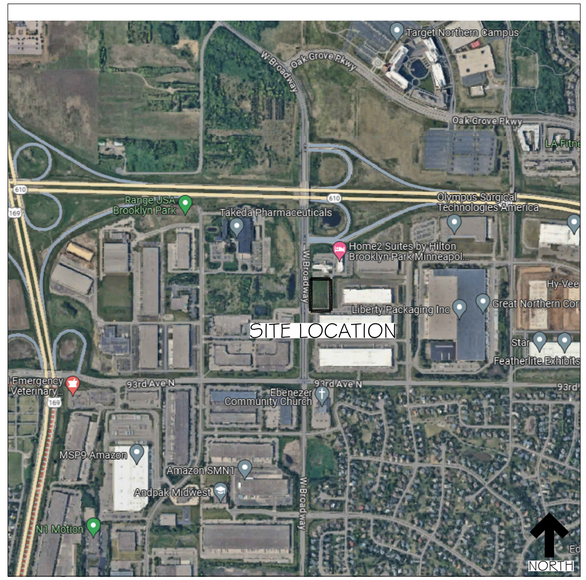
SITE IMPROVEMENT PLANS FOR:

KWIK TRIP #1741
BROOKLYN PARK, MN

SITE LOCATION MAP:



SITE AERIAL MAP:



DRAWING INDEX	
C001	TITLE SHEET
C010	ALTA SURVEY
C180	SITE CIRCULATION PLAN
C181	SITE DIMENSION PLAN
C100	SITE KEYNOTE PLAN
C200	GRADE PLAN
C201	GRADE PLAN DETAIL
C300	STORM SEWER PLAN
C301	STORM SEWER NOTES & DETAILS
C302	STORM SEWER DETAILS
C400	UTILITY PLAN
C401	UTILITY NOTES
C500	SITE PLAN DETAILS
C501	SITE PLAN DETAILS
C600	EROSION CONTROL PLAN
C601	EROSION CONTROL NOTES
C602	EROSION CONTROL DETAILS
C603	EROSION CONTROL DETAILS
C700	LANDSCAPE PLAN
C800	PHOTOMETRIC SITE PLAN
C801	PHOTOMETRIC RENDER PLAN
C900	MEDIAN & TURN LANE PLAN

OWNER:
KWIK TRIP INC.
1626 OAK STREET
LA CROSSE, WI 54602
BRENT DUSEK
608-351-7118

SITE PLANNER:
INSITES SITE PLANNING
4205 LANCASTER LANE N SUITE 113
PLYMOUTH, MN 55441
BOB MUELLER
763-383-8400
Bob@InsitesInc.net

CIVIL ENGINEER:
SUNDE ENGINEERING
10830 NESBITT AVE SOUTH
BLOOMINGTON, MN 55437
952-881-3344

ARCHITECT:
VANTAGE ARCHITECTS
750 3RD ST N, SUITE F
LA CROSSE, WI 54601
608-784-2729

SURVEYOR:
CARLSON MCCAIN
3890 PHEASANT RIDGE DRIVE
NE, BLAINE, MN 55449
763.489.7900

KWIK TRIP

KWIK STAR

KWIK TRIP, Inc.
P.O. BOX 2107
1626 OAK STREET
LACROSSE, WI 54602-2107
PH. (608) 781-8988
FAX (608) 781-8960

TITLE SHEET

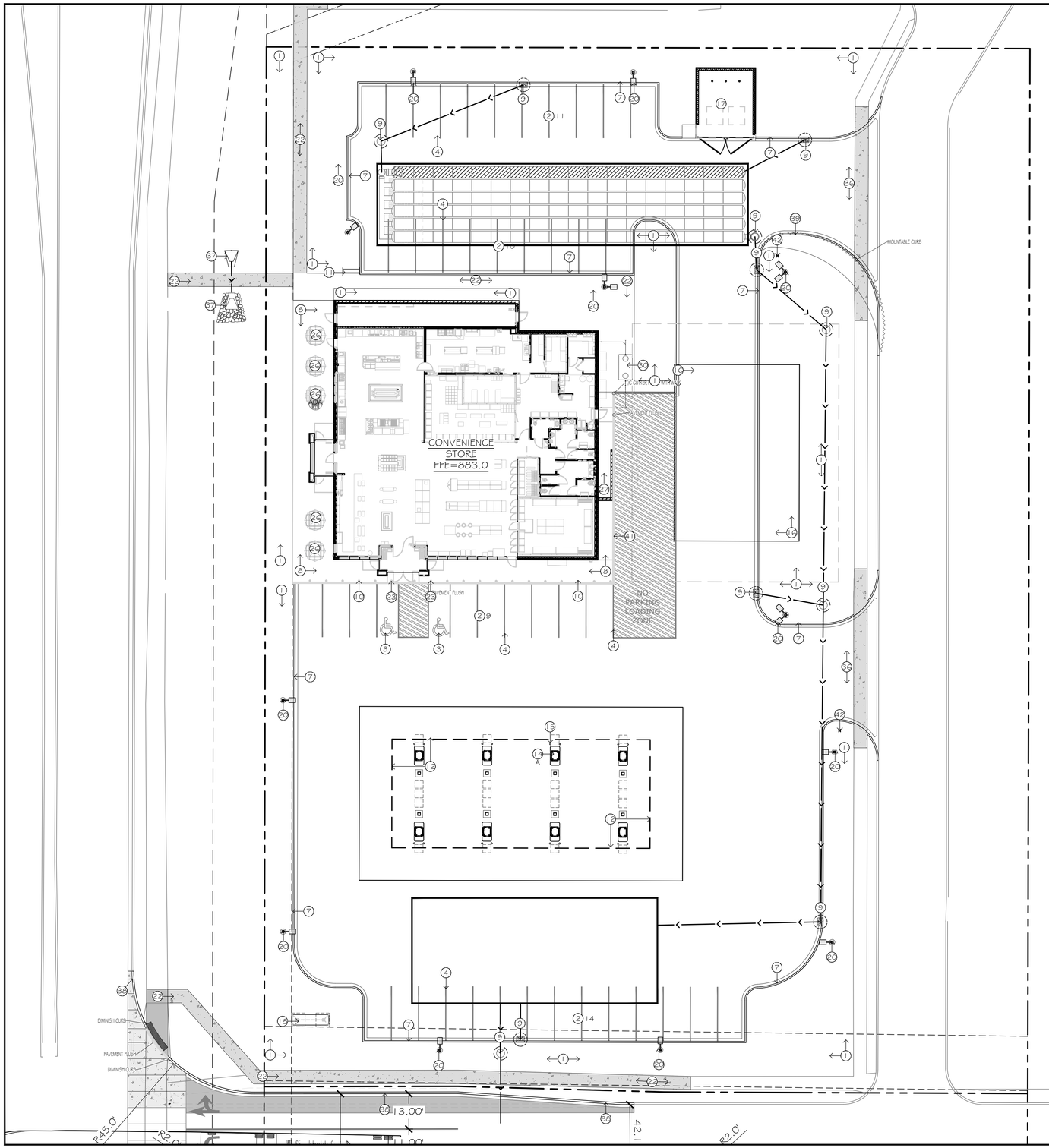
CONVENIENCE STORE 1741

-- BROOKLYN PARK, MINNESOTA

NO.	DATE	DESCRIPTION
-	09MAY24	SUBMITTAL
-	23MAY24	CITY SUBMITTAL
-	27FEB25	RESUBMITTAL
-	28JUL25	CITY COMMENTS
-	28AUG25	CITY COMMENTS

DRAWN BY
SCALE GRAPHIC
PROJ. NO. 24-1741
DATE 10MAY2024
SHEET C001

INSITES 24-007 PM B.D.



SITE PLAN KEYNOTES

1. LANDSCAPE AREA. SEE SHEET C700.
2. OFF-STREET PARKING STALLS
   STRIPING - 4" WIDE STALL LINES, USE HIGH VISIBILITY WHITE PAINT.
   SPACES PROVIDED
   (16) SERVICE POINTS
   (2) DIESEL POINTS
   (44) 9'-0"x 20'-0"(MIN.) GENERAL PARKING
   (2) 8'-0"x 20'-0" (MIN) ACCISSIBLE PARKING
   (1) 23'-0"x 90'-0" (MIN) LOADING ZONE
3. A.D.A. ACCESSIBLE PARKING SPACE WITH LOADING ZONE. PROVIDE APPROPRIATE STRIPING AND PAVEMENT MARKINGS.
4. 4" WIDE, HIGH VISIBILITY, PAVEMENT STRIPING, LANE MARKINGS AND TEXT. COLOR: HC MARKINGS- BLUE, ALL OTHERS- YELLOW.
5. xxx SF — 6" DEPTH (MIN.) CONCRETE SLAB-ON-GRADE WITH #3 REBAR, 3' O.C. CONCRETE SEALER: TK-26UV
6. xxx SF — 8" DEPTH (MIN.) CONCRETE SLAB-ON-GRADE WITH #4 REBAR, 3' O.C. CONCRETE SEALER: TK-26UV
7. BG-12 CONCRETE CURB AND GUTTER PER DETAIL 11/C500.
8. xxx SF — 6" INTEGRAL CONCRETE CURB/ WALK. SEE DETAIL 7/C500 FOR NON-FLUSH SECTIONS. CONCRETE SEALER: TK-26UV
9. STORM STRUCTURE. SEE SHEETS C200-401, C501 FOR FURTHER STORM SEWER INFORMATION.
10. 30" HT., 6" DIA. CONCRETE FILLED PIPE BOLLARD PER DETAIL 9/C500.
11. 8 STALL BIKE RACK WITH 4" CONCRETE PAD
    (BRP 300 TRADITIONAL BIKE RACK-SINGLE SIDE
    PORTABLE/ SURFACE MOUNT ENDS
    FUSION COATINGS - A DIVISION OF RTM INC.
    TO BE PROVIDED BY OWNER)
12. 40'-0"x 120'-0" DISPENSER ISLAND CANOPY. VERIFY SIZE, PLACEMENT, COLUMN AND FOOTING SIZE WITH CANOPY AND STRUCTURAL PLANS. CANOPY GRAPHICS PER OWNER.
13. ~~24'-0"x 50'-0" COMMERCIAL DEISEL DISPENSER ISLAND CANOPY. VERIFY SIZE, PLACEMENT, COLUMN AND FOOTING SIZE WITH CANOPY AND STRUCTURAL PLANS. CANOPY GRAPHICS PER OWNER.~~
14. CONCRETE ISLANDS W/ 6" EXPOSURE WITH FUEL DISPENSERS. DISPENSER PER OWNER.
    A. 3'-6"x 7'-0"
15. 36" HT., 6" DIA. CONCRETE FILLED PIPE BOLLARD PER DETAIL 8/C500.
16. UNDERGROUND FUEL STORAGE TANKS PER OWNER. PROVIDE PIPING AND VENTING PER OWNER'S SPECIFICATIONS.
17. EXTERNAL TRASH ENCLOSURE TO MATCH BUILDING. SEE ARCHITECTURAL DETAILS.
18. KWIK TRIP TRADEMARK SIGN (VERIFY LOCATION WITH SIGN PERMIT)
19. 'FREE AIR' COMPRESSOR. PROVIDE SIGNAGE PER OWNER.
20. SITE AREA LIGHT WITH CONCRETE BASE PER DETAIL 12/C500
21. PVC IRRIGATION SLEEVE UNDER PAVEMENT. VERIFY W/ IRRIGATION PLAN FOR EXACT SIZE AND LOCATION BEFORE INSTALLATION.
22. xxx SF — 4" DEPTH CONCRETE WALK PER DETAIL 3/C500
23. HC PVC BOLLARD SLEEVE PER OWNER. VAN ACCESS SIGNAGE AT 48" HT. STALL PARKING AT 60" HT.
24. OUTDOOR MERCHANDISING AREA
25. 48" HT., 6" DIA. CONCRETE FILLED PIPE BOLLARD PER DETAIL 6/C500.
26. PICNIC TABLE PER OWNER. PROVIDE 1 HC. ACCESS TABLE SPACE. PROVIDE TRASH CONTAINER PER OWNER.
27. EXTERIOR DELIVERY 'TOTE' STORAGE WITH SCREEN WALL
28. ELECTRICAL TRANSFORMER
29. ELECTRICAL DISCONNECT
30. GREASE INTERCEPTOR
31. ~~ELECTRIC CAR CHARGER~~
32. CONCRETE CURB ISLAND
33. ~~VACUUM PER MANUFACTURE'S SPECIFICATIONS. SEE DETAIL 2/C500.~~
34. ~~CAR WASH KEY PADY CONTROLLER. PROVIDE TRASH CONTAINER~~
35. ~~6" CONCRETE PAD WITH SNOW MELT PER MECHANICAL PLANS~~
36. xxx SF — APPROACH PER DETAIL 10/C500
37. STORM OUTFALL WITH RIP RAP, SEE DETAIL 5/C501
38. ROAD RECONSTRUCTION, SEE SHEETS C900-901
39. MOUNTABLE D-4 CURB SEE DETAIL 11/C500
40. ~~REJECT GUTTER- TIP GUTTER AWAY FROM FACE OF CURB FOR SHEET FLOW~~
41. PAINT TAPERING EDGE FOR HIGH VISIBILITY
42. STOP SIGN

Know what's below. Call before you dig.

NORTH
SCALE: 1" = 20'

20 10 0 20 40

PLOTTING NOTE: PLANS PLOTTED TO 11x17 SHEET SIZE ARE ½ SCALE- 1"=40'

KWIK TRIP
KWIK STAR

KWIK TRIP, Inc.
P.O. BOX 2107
1626 OAK STREET
LACROSSE, WI 54602-2107
PH. (608) 781-8988
FAX (608) 781-8960

INSITES
SITE PLANNING LANDSCAPE ARCHITECTURE
3131 Fernbrook Lane North, STE 260
Plymouth Minnesota 55447
763.383.8400
fax 763.383.8440

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision, and that I am a duly licensed Landscape Architect under the laws of the State of Minnesota.

Date 27FEB25 License No. 19306

Signed Robert J. Mueller

SITE KEYNOTE PLAN

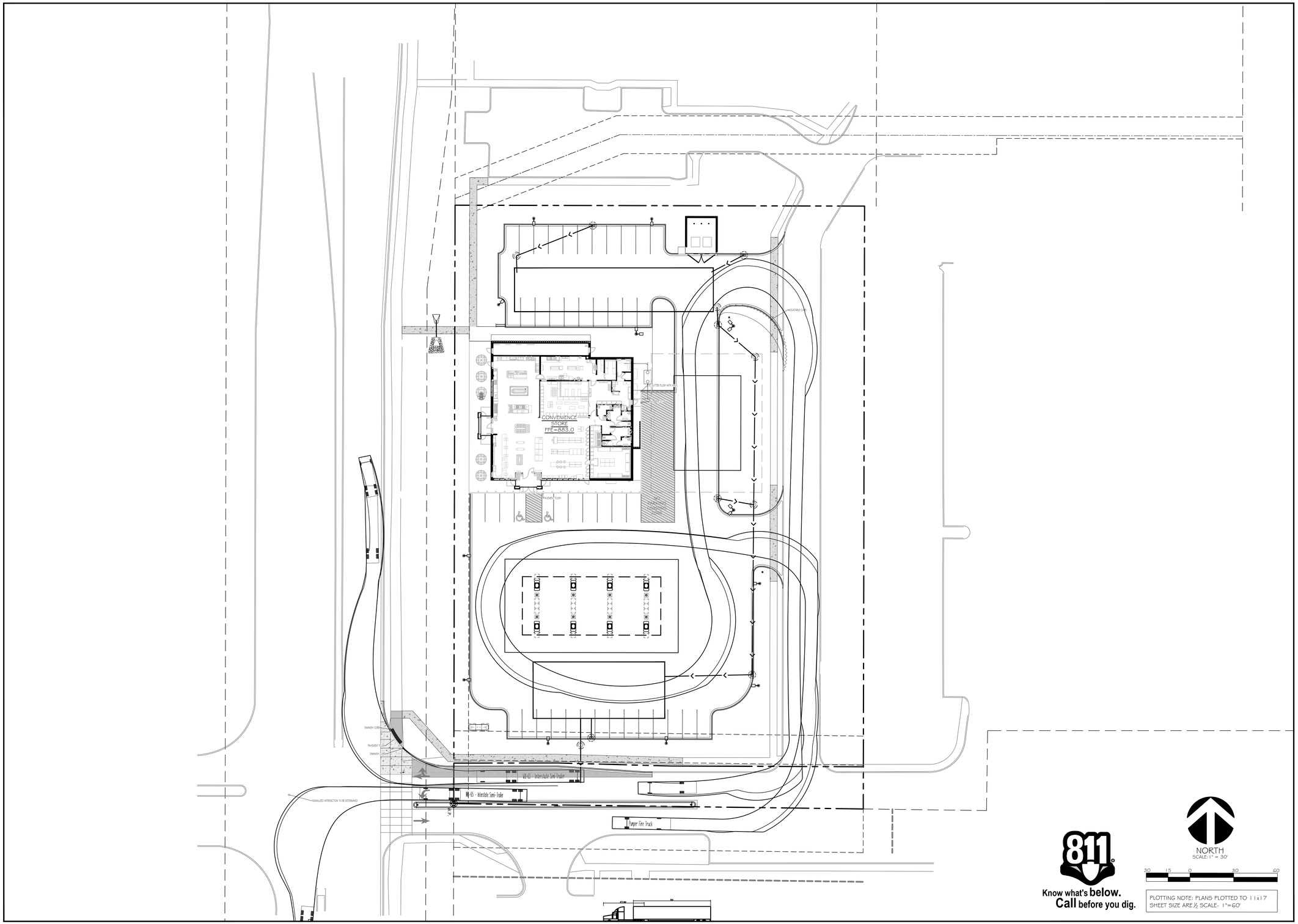
CONVENIENCE STORE 1741

-- BROOKLYN PARK, MINNESOTA

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-	28AUG25	CITY COMMENTS

DRAWN BY
SCALE GRAPHIC
PROJ. NO. 24-1741
DATE 10MAY2024
SHEET **C100**

INSITES 24-007 PM B.D.



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KWIK STAR

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1626 OAK STREET
LACROSSE, WI 54602-2107
PH. (608) 781-8988
FAX (608) 781-8960

INSITES
SITE PLANNING LANDSCAPE ARCHITECTURE
3131 Fernbrook Lane North, STE 260
Plymouth Minnesota 55447
763.383.8400
fax 763.383.8440

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision, and that I am a duly licensed Landscape Architect under the laws of the State of Minnesota.

Date 27FEB25 License No. 19306

Signed Robert J. Mueller

SITE CIRCULATION PLAN

CONVENIENCE STORE 1741

-- BROOKLYN PARK, MINNESOTA

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-	28AUG25	CITY COMMENTS

DRAWN BY

SCALE GRAPHIC

PROJ. NO. 24-1741

DATE 10MAY2024

SHEET **C180**

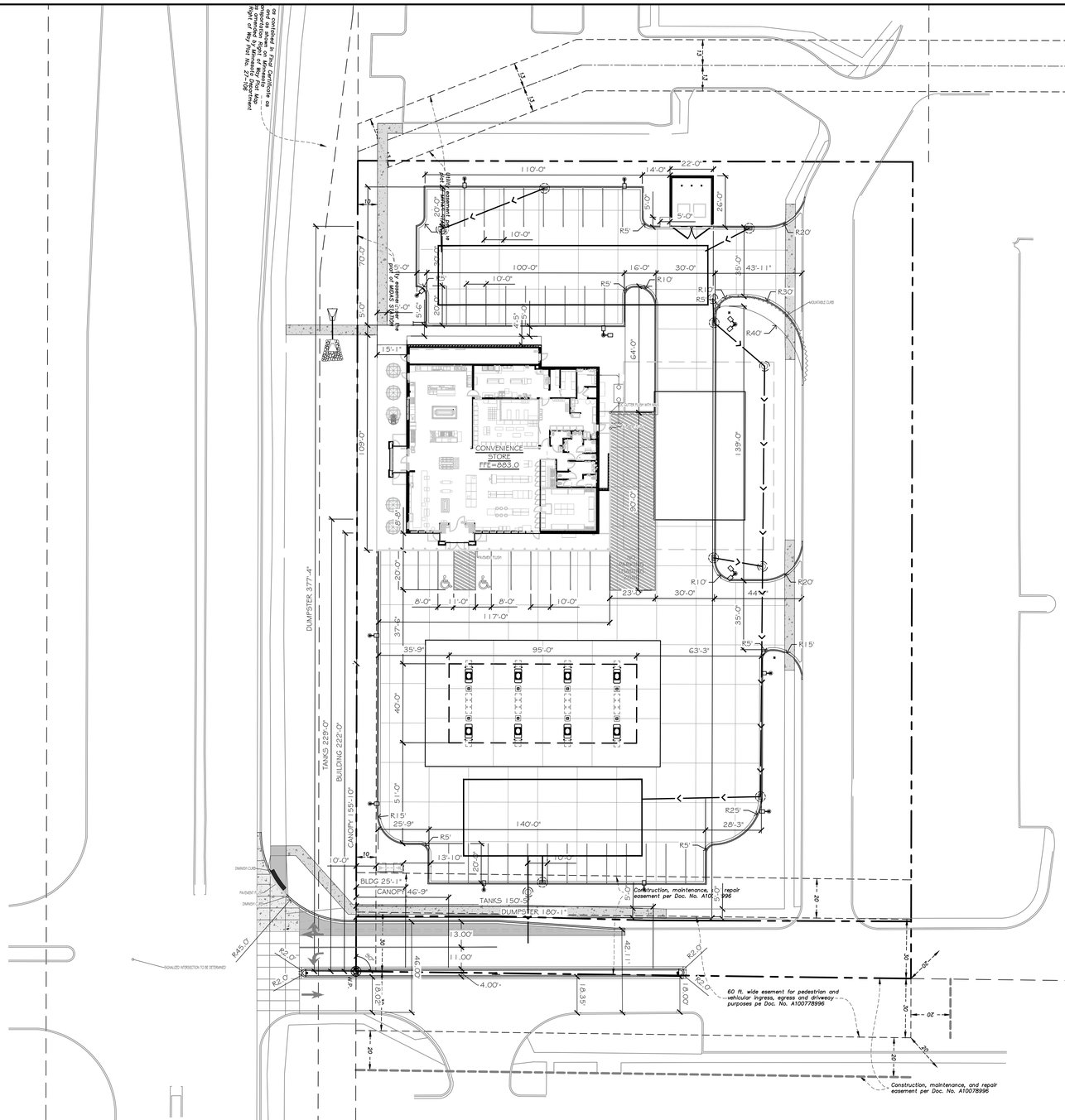
Know what's **below.** **Call** before you dig.

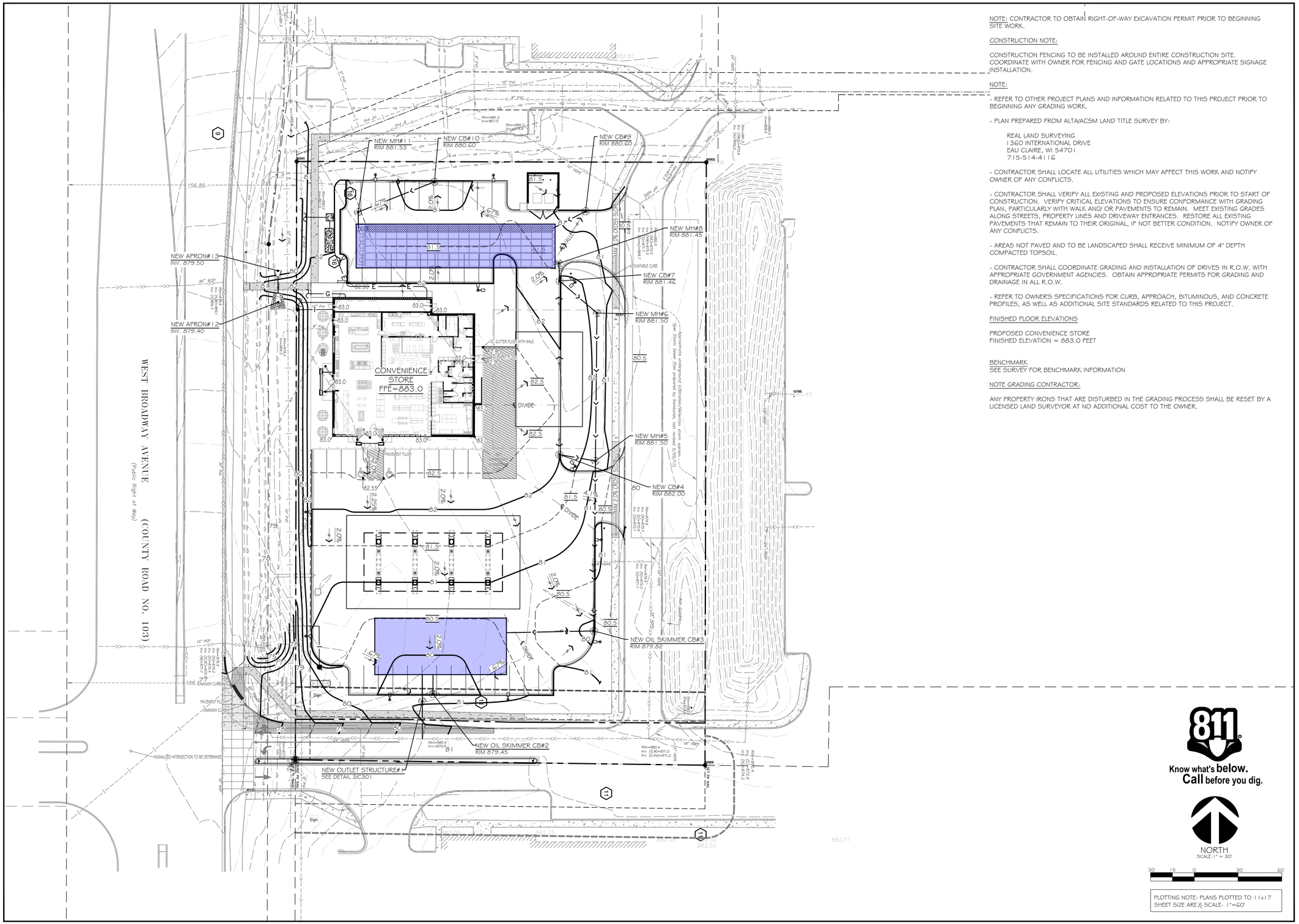
NORTH
SCALE: 1" = 30'

30 15 0 30 60

PLOTTING NOTE: PLANS PLOTTED TO 11x17 SHEET SIZE ARE ½ SCALE- 1"=60'

INSITES 24-007 PM B.D.


CONVENIENCE STORE FFE=883.0
DUMPSTER 377'-4"
TANKS 229'-0"
BUILDING 222'-0"
CANOPY 155'-10"
BLDG 25'-1"
CANOPY 46'-9"
TANKS 150'-5"
DUMPSTER 180'-1"
SIGNALIZED INTERSECTION TO BE DETERMINED
Construction, maintenance, & repair easement per Doc. No. A10078996
60 ft. wide easement for pedestrian and vehicular ingress, egress and driveway purposes pe Doc. No. A10078996
Construction, maintenance, and repair easement per Doc. No. A10078996
ACCESS ONLY
ACCESS ONLY
RIGHT TURN ONLY
RIGHT TURN ONLY
ACCESS ONLY
ACCESS ONLY
ACCESS



NOTE: CONTRACTOR TO OBTAIN RIGHT-OF-WAY EXCAVATION PERMIT PRIOR TO BEGINNING SITE WORK.

CONSTRUCTION NOTE:

CONSTRUCTION FENCING TO BE INSTALLED AROUND ENTIRE CONSTRUCTION SITE. COORDINATE WITH OWNER FOR FENCING AND GATE LOCATIONS AND APPROPRIATE SIGNAGE INSTALLATION.

NOTE:

- REFER TO OTHER PROJECT PLANS AND INFORMATION RELATED TO THIS PROJECT PRIOR TO BEGINNING ANY GRADING WORK.

- PLAN PREPARED FROM ALTA/ACSM LAND TITLE SURVEY BY:

REAL LAND SURVEYING
1360 INTERNATIONAL DRIVE
EAU CLAIRE, WI 54701
715-514-4116

- CONTRACTOR SHALL LOCATE ALL UTILITIES WHICH MAY AFFECT THIS WORK AND NOTIFY OWNER OF ANY CONFLICTS.

- CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED ELEVATIONS PRIOR TO START OF CONSTRUCTION. VERIFY CRITICAL ELEVATIONS TO ENSURE CONFORMANCE WITH GRADING PLAN, PARTICULARLY WITH WALK AND/ OR PAVEMENTS TO REMAIN. MEET EXISTING GRADES ALONG STREETS, PROPERTY LINES AND DRIVEWAY ENTRANCES. RESTORE ALL EXISTING PAVEMENTS THAT REMAIN TO THEIR ORIGINAL, IF NOT BETTER CONDITION. NOTIFY OWNER OF ANY CONFLICTS.

- AREAS NOT PAVED AND TO BE LANDSCAPED SHALL RECEIVE MINIMUM OF 4" DEPTH COMPACTED TOPSOIL.

- CONTRACTOR SHALL COORDINATE GRADING AND INSTALLATION OF DRIVES IN R.O.W. WITH APPROPRIATE GOVERNMENT AGENCIES. OBTAIN APPROPRIATE PERMITS FOR GRADING AND DRAINAGE IN ALL R.O.W.

- REFER TO OWNER'S SPECIFICATIONS FOR CURB, APPROACH, BITUMINOUS, AND CONCRETE PROFILES, AS WELL AS ADDITIONAL SITE STANDARDS RELATED TO THIS PROJECT.

FINISHED FLOOR ELEVATIONS

PROPOSED CONVENIENCE STORE
FINISHED ELEVATION = 883.0 FEET

BENCHMARK
SEE SURVEY FOR BENCHMARK INFORMATION

NOTE GRADING CONTRACTOR:

ANY PROPERTY IRONS THAT ARE DISTURBED IN THE GRADING PROCESS SHALL BE RESET BY A LICENSED LAND SURVEYOR AT NO ADDITIONAL COST TO THE OWNER.

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

NORTH
SCALE: 1" = 30'

30 15 0 30 60

PLOTTING NOTE: PLANS PLOTTED TO 11x17 SHEET SIZE ARE ½ SCALE- 1"=60'

KWIK TRIP

KWIK STAR

KWIK TRIP, Inc.
P.O. BOX 2107
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LACROSSE, WI 54602-2107
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INSITES
SITE PLANNING LANDSCAPE ARCHITECTURE
3131 Fernbrook Lane North, STE 260
Plymouth Minnesota 55447
763.383.8400
fax 763.383.8440

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision, and that I am a duly licensed Landscape Architect under the laws of the State of Minnesota.

Date 27FEB25 License No. 19306

Signed Robert J. Mueller

GRADE PLAN

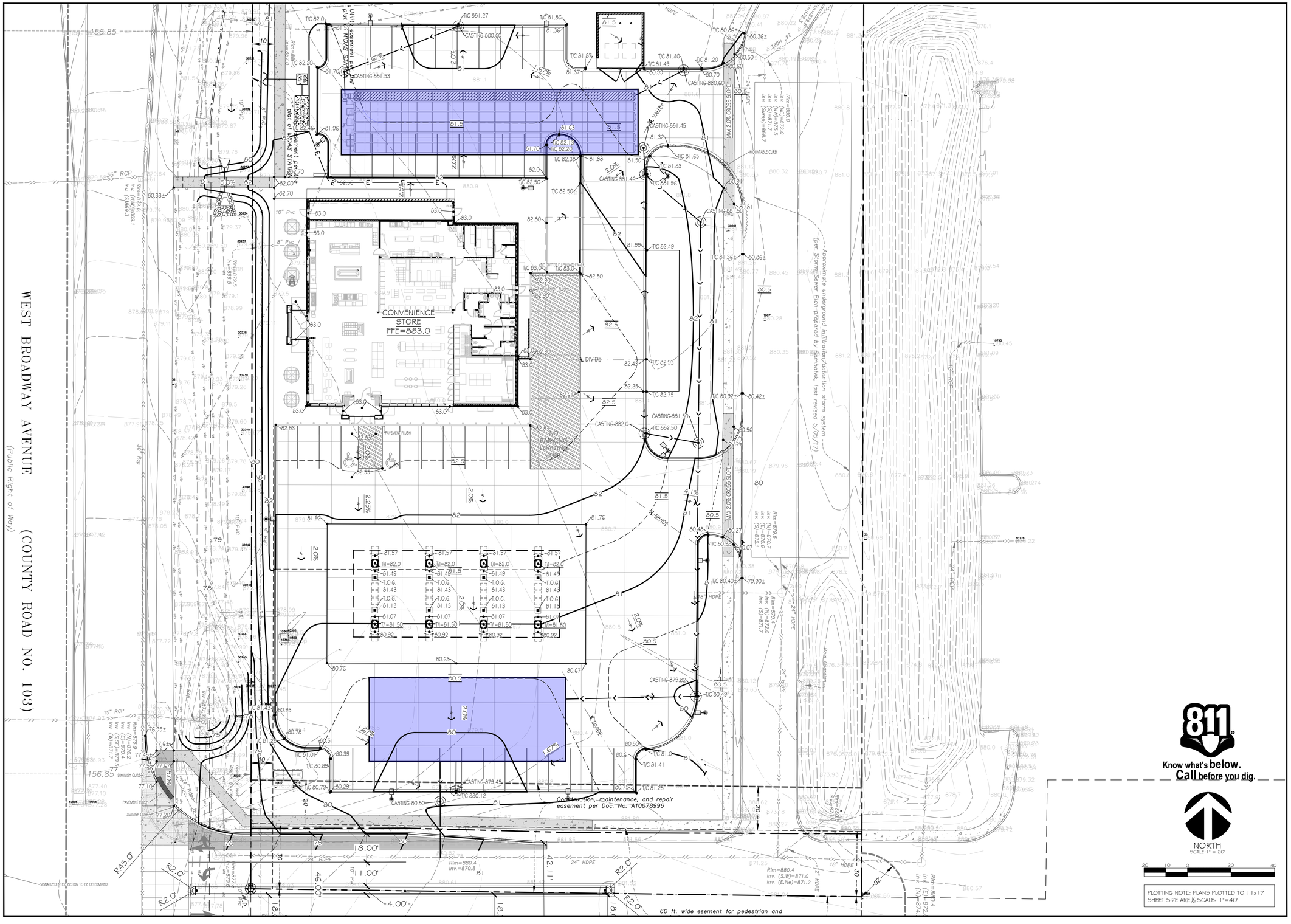
CONVENIENCE STORE 1741

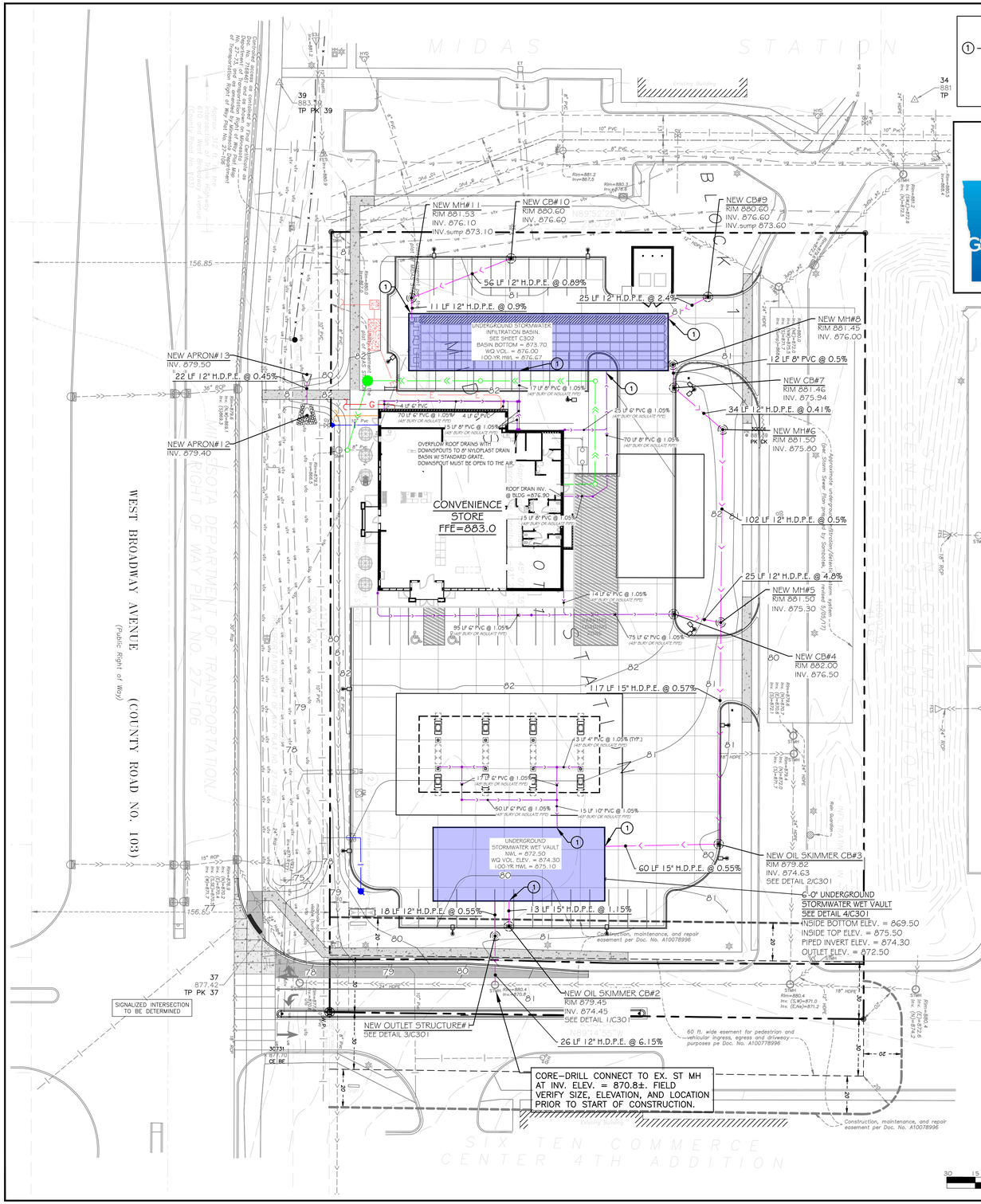
-- BROOKLYN PARK, MINNESOTA

NO.	DATE	DESCRIPTION
---	09MAY24	SUBMITTAL
---	23MAY24	CITY SUBMITTAL
---	27FEB25	RESUBMITTAL
---	28JUL25	CITY COMMENTS
---	28AUG25	CITY COMMENTS

DRAWN BY
SCALE GRAPHIC
PROJ. NO. 24-1741
DATE 10MAY2024
SHEET **C200**

INSITES 24-007 PM B.D.


WEST BROADWAY AVENUE
(COUNTY ROAD NO. 103)
(Public Right of Way)
CONVENIENCE STORE
FFE=883.0
NO PARKING LOADING ZONE
PAVEMENT FLUSH
DIMINISH CURB
SIGNALIZED INTERSECTION TO BE DETERMINED
Construction, maintenance, and repair easement per Doc. No. A10978996
Approximate underground infiltration/detention storm system (per Storm Sewer Plan prepared by Sambatek, last revised 5/05/17)
60 ft. wide esement for pedestrian and
Utility easement per plat of MOAS STATION
CASTING-880.60
CASTING-881.53
CASTING-881.45
CASTING-881.46
CASTING-879.82
CASTING-879.45
CASTING-880.80
CASTING-881.50
CASTING-882.0
CASTING-880.12
T/C 882.50
T/C 82.49
T/C 82.93
T/C 82.75
T/C 80.92
T/C 80.40
T/C 80.49
T/C 81.41
T/C 81.25
T/C 80.86
T/C 80.36
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T/C 81.83
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T/C 81.49
T/C 81.87
T/C 81.86
T/C 81.27
T/C 82.38
T/C 82.13
T/C 82.20
T/C 82.50
T/C 80.86
T/C 81.01
T/C 80.89
T/C 80.79
T/C 80.29
T/C 83.0
T/C 82.90
T/C 82.30
T/C 82.82
T/C 82.35
T/C 82.83
T/C 82.70
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T/C 82.0
T/C 81.96
T/C 81.70
T/C 81.63
T/C 81.57
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T/C 81.43
T/C 81.13
T/C 81.07
T/C 81.50
T/C 80.92
T/C 80.67
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T/C 80.76
T/C 80.78
T/C 80.39
T/C 80.93
T/C 77.67
T/C 77.45
T/C 77.20
T/C 77.10
T/C 76.95±
T/C 79.90±
T/C 80.42±
T/C 80.36±
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T/C 82.99
T/C 83.0
T/C 83.0
T/C 83.0



KEYNOTES:

(1) – Minnesota Rules Section 310.5: All storm sewer inlets to the storm water pond must have inverts at or above the high-water level of the pond as determined by the applicable City or Watershed District design requirements.

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The subsurface utility information shown on this plan is utility Quality Level D. This quality level was determined according to the guidelines of CI/ASCE 38-02, entitled "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data."

HDPE REQUIREMENTS:

1. Install dual-wall, smooth interior, corrugated high-density polyethylene (HDPE) pipe at locations indicated on the plan. High-density polyethylene (HDPE) storm sewers must meet ASTM F714 (see Minnesota Rules, Chapter 4714 and Installation Standard 1).
2. Dual-wall, smooth interior, corrugated high-density polyethylene (HDPE) pipe shall conform to the requirements of AASHTO M252 for pipe sizes 4-inch to 10-inch diameter. Dual-wall, smooth interior, corrugated high-density polyethylene (HDPE) pipe shall conform to the requirements of ASTM F2306 (virgin PE material) for pipe sizes 12-inch to 60-inch diameter.
3. All fittings must comply with ASTM Standard D3212.
4. Water-tight joints must be used at all connections including structures in conformance with ASTM F2510.
5. HDPE pipes must be listed and labeled.
6. HDPE pipes must be installed with a minimum 10-feet separation from water piping and may not cross above water service lines (see UPC Section 720.1).
7. HDPE pipes must not be installed within 10 feet of building. The connection between HDPE and a different pipe material must be made by means of an approved transition coupling for the specific application.
8. HDPE pipe connections into all concrete structures must be made with water tight materials utilizing Nyoplast "Manhole Adaptors" along with Press-Seal or Kor-N-Seal "Watertight Connector", Cast-A-Seal "Precast Watertight Connector", or approved equals. Where the alignment precludes the use of the above approved watertight methods, Conseal 231 WaterStop sealant, or approved equal will only be allowed as approved by the Administrative Authority.
9. HDPE pipe installation must be open-trench on a continuous granular bed per ASTM D2321 and manufacturer's installation instructions. All sections of the corrugated HDPE pipe shall be coupled in order to provide water tight joints.
10. Perform deflection tests on all HDPE pipe after the sewer lines have been installed and backfill has been in place for at least 30 days. No pipe shall exceed a deflection of 5%. If the test fails, make necessary repairs and perform the test again until acceptable. Supply the mandrel for deflection testing. If the deflection test is to be run using a rigid ball or mandrel, it shall have a diameter equal to 95% of the inside diameter of the pipe. The ball or mandrel shall be clearly stamped with the diameter. Perform the tests without mechanical pulling devices.

CITY OF BROOKLYN PARK NOTES:

1. HENNEPIN COUNTY PERMIT REQUIRED.
2. STORMWATER MAINTENANCE AGREEMENT REQUIRED (RECORD WITH HENNEPIN COUNTY)
3. APPLY FOR THE MINNESOTA POLLUTION CONTROL AGENCY GENERAL STORMWATER PERMIT FOR CONSTRUCTION ACTIVITY (NPDES PERMIT)
4. Prior to construction, provide dual-ring infiltrometer testing (ASTM D-3385) at the infiltration site in order to to verify infiltration rates used for the basin design. The tests shall be performed at the bottom elevation of the infiltration basin and shall be performed by a qualified geotechnical professional. Do not begin construction until soil type and infiltration rate verification has been made. Perform a minimum of 2 tests at each infiltration site. Verify the number of tests with the geotechnical professional and the governing authorities.

STORM DRAINAGE:

1. Unless otherwise indicated, use reinforced, precast, concrete maintenance holes and catchbasins conforming to ASTM C478, furnished with water stop rubber gaskets and precast bases. Joints for all precast maintenance hole sections shall have confined, rubber "O"-ring gaskets in accordance with ASTM C443. These joints are normally used in sewers to hold infiltration and exfiltration to a practical minimum and are adequate for hydrostatic heads up to 30'. The inside barrel diameter shall not be less than 48 inches.
2. Install catchbasin castings with specified top elevation at the front rim. TOP
3. All joints and connections in the sewer system shall be gastight or watertight. Inlet and outlet connections to sewer manholes must use flexible compression joints located between 12 and 36 inches from the manhole in accordance with Minnesota Rules part 4714.719.6. Where permitted by the administrative authority as an alternate installation method, approved resilient rubber joints or waterstop gaskets may be used in order to make watertight connections to manholes and other structures (see Minnesota Rules part 4714.301.2). Use Fernco "Concrete Manhole Adaptors" or "Large Diameter Waterstops", Press-Seal "Waterstop Grouting Rings", or approved equal. Cement mortar joints are permitted only for repairs or connections to existing lines having such joints.
4. The building sewer starts 2 feet outside of the building. See Minnesota Rules part 4714.715.1. Material installed within 2 feet of the building must be of materials approved for use inside of or within the building.
5. The exterior storm water piping must comply with the following requirements: (A) Double wyes may not be used for drainage fittings in the horizontal position (see Minnesota Rules, Chapter 4714, Section 310.5), because proper pipe slope cannot be maintained on both of the lateral branches. (B) Changes in direction in drainage piping must be made by appropriate use of wyes and bends (see Minnesota Rules part 4714.706). When connecting any vertical drop to a horizontal run, use a wye and a 1/8 bend (45 deg), or a sanitary combo. A sanitary combo is a combination wye and a 1/8 bend combined in a single fitting. The reason is to form a long radius bend in order to insure that the waste is directed in the downstream direction as it enters the horizontal run. Tees are not allowed where the direction of flow changes from either vertical to horizontal or horizontal to horizontal.
6. PVC Pipe (Outside of the Building): Use solid-core, Schedule 40 Polyvinyl Chloride (PVC) Plastic Pipe for all designated PVC storm sewer services outside of the building. The PVC pipe shall meet or exceed the industry standards and requirements as set forth by the American Society for Testing and Materials (ASTM) D1785 and D2665. Fittings must comply with ASTM D1866, D2665, or F794. Joints must be approved mechanical or push-on utilizing an elastomeric seal. Use of solvent cement joints is allowed for building services. Solvent cement joints in PVC pipe must include use of ASTM F656 purple primer and cement in accordance with Minnesota Rules part 4714.605.2.2. Pipe with solvent cement joints shall be joined with PVC cement conforming to ASTM D2564. The installation must comply with ASTM D2321, which requires open-trench installation on a continuous granular bed.
7. Cleanouts: Install cleanouts on all roof drains. Cleanouts shall be installed at every wye, sweep, and bend. Install cleanouts on all storm sewer services in accordance with Minnesota Rules part 4717.719 and 4714.1101.13. The distance between cleanouts in horizontal piping shall not exceed 100 feet for pipes 4-inch and over in size. Cleanouts shall be of the same nominal size as the pipes they serve. Include frost sleeves and concrete frame and pipe support. Install a meter box frame and solid lid (Neenah R-1914-A, or approved equal) over all cleanouts. Provide cleanouts at the base of the roof leader connections at the gas island pump stations.
8. Fittings: Provide directional fittings for the storm piping serving the gas island pump stations. All changes in direction of flow in drain piping shall be made by the appropriate use of 45 degree wyes, long or short sweep quarter bends, sixth, eighth, or sixteenth bends, or by a combination of these or other equivalent fittings.
9. RCP: Reinforced concrete pipe (RCP) and fittings shall conform to ASTM C76, Design C, with circular reinforcing for the class of pipe specified. Use Class IV RCP for pipes 21" and larger. Use Class V RCP for pipes 18" and smaller. Joints shall be made up of concrete surfaces with a groove on the spigot for an O-ring rubber gasket (also referred to as a confined O-ring type joint) in accordance with ASTM C361. These joints are normally used in gravity sewers where exceptional tightness is required. This type of joint provides excellent inherent water tightness in both the straight and deflected position and meets all the joint requirements of ASTM C443.
10. RC Aprons: Install a reinforced concrete apron on the free end of all daylighted RCP storm sewer pipes. Tie the last three sections (including apron) of all daylighted RCP storm sewer with a minimum of two tie bolt fasteners per joint. This requirement applies to both upstream and downstream pipe inlets and outlets. For concrete culverts, tie all joints. Ties to be used only to hold the pipe sections together, not for pulling the sections tight. Nuts and washers are not required on inside of 675 mm (27 inch) or less diameter pipes.
11. Grates on horizontal pipes: Install safety-trash grates on all horizontal inlets/outlets greater than 6 inches in diameter. The grates shall be placed so that the rods or bars are not more than 3 inches downstream of the inlet/outlet. Rods or bars shall be spaced so that the openings do not permit the passage of a 6-inch sphere.
12. Testing: Test all portions of storm sewer that are within 10 feet of buildings, within 10 feet of buried water, lines, within 50 feet of water wells, or that pass through soil or water identified as being contaminated in accordance with the Minnesota Rules part 4714.1107. Building storm sewers shall be tested in accordance with Minnesota Rules part 4714.712 or the Hydrostatic Test Method from the City Engineers Association of Minnesota. The Hydrostatic Test Method, provisions E2 and E3, as specified in Standard Utilities Specifications for Watermain and Service Line Installation and Sanitary Sewer and Storm Sewer Installation, written and published by the City Engineers Association of Minnesota, 2018 edition, is incorporated by reference. Test all flexible storm sewer lines for deflection after the sewer line has been installed and backfill has been in place for at least 30 days. No pipe shall exceed a deflection of 5%. If the test fails, make necessary repairs and retest.
13. Draintile: In accordance with Minnesota Rules part 4714.1101.4.6, use perforated polyvinyl chloride PVC (ASTM D2729) or corrugated polyethylene PE (ASTM F667) on all draintile. Install draintile with high permittivity circular knit polymeric filament filter sock per ASTM D6707-01. MnDot 3733 Type I sewn seam non-woven fabric shall not be used. Draintile pipe directly connected to the storm sewer is classified as storm sewer. Draintile inlet elevations to the catch basins must be above the storm sewer outlet elevations.
14. Use Neenah R-3067-DR/DL casting with curb box, or approved equal, on CB#2, CB#3, CB#4, CB#7, CB#9 and CB#10. Casting shall include the "DUMP NO WASTE. DRAINS TO FRESH WATER." environmental notice.
15. Use Neenah Foundry Co. R-1642 casting with self-sealing, solid, type B lid, or approved equal, on all storm sewer maintenance holes. Covers shall bear the "Storm Sewer" label.
16. Trace Wire: Install locating wires on all conductive and non-conductive storm sewer, sanitary sewer, and water lines in accordance with the Minnesota Rural Water Association (MRWA) Trace Wire Specification Guide and Details (www.mrwa.com/PDF/TracerWireSpecGuideFinalweb9.pdf). Use #12 HDPE-insulated copper-clad steel wire rated for underground service. The color of the insulating jacket shall be as follows: ground=red, storm sewer=green, sanitary sewer=green, and water lines=blue. Install the wire on the bottom side of the pipe below the spring line. Fasten the wire to the pipe with tape or plastic ties at 5' intervals. Do not wrap the trace wire around the corresponding utility. Do not connect the trace wire to existing conductive utilities. Use Copperhead Dryconn 3-Way or Locking Snake Bite connectors rated for underground direct bury applications or approved equal at all crossings or service connections. Twist on connectors are not allowed. Trace wire must be properly grounded at all dead ends and services. Install grade-level/in-ground trace wire access boxes and drive-in magnesium grounding anodes at all dead ends, services, and fire hydrants. Trace wire access boxes shall be color coded as follows: storm sewer=green, sanitary sewer=green, and water lines=blue.
17. Detectable Warning Tape: Install detectable underground warning tape directly above all underground utilities at a depth of 457 mm (18 inches) below finished grade, unless otherwise indicated. Underground warning tape shall be 3-inches wide with a minimum 5.0 mil overall thickness. Tape shall be manufactured using a 0.8 mil clear virgin polypropylene film, reverse printed and laminated to a 0.35 mil solid aluminum foil core, and then laminated to a 3.75 mil clear virgin polyethylene film. The aluminum backing makes underground assets easy to find using a non-ferrous locator. Tape shall be printed using a diagonally striped design for maximum visibility and meet the APWA Color-Code standard for identification of buried utilities. Use Pro-Line Safety Products (www.prolinesafety.com) detectable marking tape or approved equal.
18. In no case shall water from roofs be allowed to flow upon the public sidewalk (see Minnesota Rules part 4714.1101.2). This shall include the discharge from all rainwater conductors, including overflow roof drains.
19. The minimum depth of cover for building and canopy roof drain leaders without insulation is 5 feet. Insulate roof drain leaders at locations where the depth of cover is less than 5 feet. Provide a minimum insulation thickness of 2 inches. The insulation must be at least 4 feet wide and centered on the pipe. Install the insulation boards 6 inches above the tops of the pipes on mechanically compacted and leveled pipe bedding material. Use high density, closed cell, rigid board material equivalent to DOW Styrofoam HI-40 plastic foam insulation.
20. Install all pipe with the ASTM identification numbers on the top for inspection. Commence pipe laying at the lowest point in the proposed sewer line. Field verify that there is positive drainage at the outfall location. Lay the pipe with the bell end or receiving groove end of the pipe pointing upgrade. When connecting to an existing pipe, uncover the existing pipe in order to allow any adjustments in the proposed line and grade before laying any pipe. Do not lay pipes in water or when the trench conditions are unsuitable for such work.
21. Line stormwater wet vault in accordance with manufacturer's recommendations.
22. Clean sediment and debris from sewers, sumps and stormwater basins prior to final owner acceptance.
23. Televise all existing lines prior to connection.
24. Provide a final storm water management report that will serve to verify that the intent of the approved storm water management design has been met. The report shall include record drawings, measurements, and photographic evidence of the as-built storm water management system. The report shall substantiate that all aspects of the original design have been adequately provided for by the construction of the project.
25. Install finger drains at each and every proposed catchbasin (see detail). Finger drains around catch basin inlets shall not be installed below the crown of the storm drain piping.

KWIK TRIP
KWIK STAR

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BLOOMINGTON, MINNESOTA 55437
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www.sundecivil.com

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

Brian H. Murdstock

DATE: 08/28/25 REG. NO.: 23468

STORM SEWER PLAN
CONVENIENCE STORE 1741
- BROOKLYN PARK, MINNESOTA

NO.	DATE	DESCRIPTION
-	05/09/2024	SUBMITTAL
-	05/23/2024	CITY SUBMITTAL
-	02/27/2025	RESUBMITTAL
-	07/28/2025	CITY COMMENTS
-	08/28/2025	CITY COMMENTS

DRAWN BY	MW
SCALE	GRAPHIC
PROJ. NO.	24-1741
DATE	MAY 9, 2024
SHEET	C300

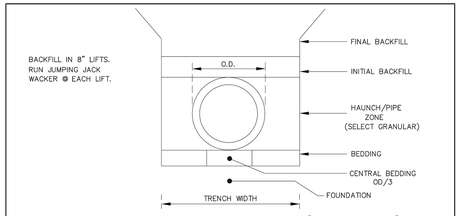
KWIK TRIP P.I.P. BID.

INFILTRATION AREA CONSTRUCTION:

1. Protect the infiltration area from compaction and disturbance of existing soils.
2. Report any signs of high water table or compaction of the in place soils to the Engineer.
3. Schedule the construction so that excavation of the infiltration system to final grade occurs after the contributing drainage areas have been constructed and fully stabilized. Excavate the infiltration areas to within one foot of final grade initially. Delay final excavation of the basin floor until all disturbed areas tributary to the basin are stabilized. Utilize tracked excavation equipment that has relatively light bearing pressures. No heavy equipment is allowed on the infiltration areas before or after construction.
4. Delineate the location of infiltration areas (e.g. with flags, stakes, signs, silt fence, etc.) before work begins so that heavy construction equipment will not compact the soil in the proposed infiltration system.
5. Excavation of infiltration areas shall be completed using a backhoe with a toothed bucket.
6. The bottom excavations surface of infiltration areas shall be level without dips or swales.
7. Native soils in infiltration areas shall be de-compacted to a minimum depth of 18 inches prior to placing planting media or rock.
8. Planting media and rock shall remain uncontaminated (not mixed with other soil) before and during installation.
9. During construction, stormwater must be routed around infiltration areas until all construction activity has ceased and tributary surface are cleaned of sediment.
10. Installation of infiltration practices shall be done during periods of dry weather and completed before the rainfall event. Placement of planting media or rock shall be on dry native soil only.
11. Use rigorous erosion prevention and sediment controls (e.g. diversion berms) during the construction of the infiltration system in order to keep sediment and runoff completely away from the infiltration area.
12. Inspect all infiltration areas in order to ensure that no sediment from ongoing construction activity is reaching the infiltration areas and that these areas are protected from compaction due to construction equipment driving across the infiltration areas.
13. Prior to construction, provide dual-ring infiltrometer testing (ASTM D-3385) at the infiltration site in order to verify infiltration rates used for the basin design. The tests shall be performed at the bottom elevation of the infiltration basin and shall be performed by a qualified geotechnical professional. Do not begin construction until soil type and infiltration rate verification has been made. Perform a minimum of 2 tests at each infiltration site (0.5-acre bottom area or less). Perform 2 additional tests for every additional 0.5-acre of bottom area. Verify the number of tests with the geotechnical professional and the governing authorities.
14. After final grading, till the floor of the infiltration area to a depth of at least 18 inches in order to provide a well aerated, porous surface texture. Till in 6 inches of compost material if the soils become compacted.
15. Place all excavated materials downstream and away from the infiltration area during and after excavation.
16. Stabilize the bottom and sideslopes of the infiltration area immediately following construction of the basin.
17. Construct the underground infiltration basin in accordance with the manufacturer's plans and recommendations.
18. Sand: Provide clean construction sand, free of deleterious materials, AASHTO M-6 or ASTM C-33 (MnDOT 3126) with grain size of 0.02"-0.04".
19. Gravel Filter Specifications: Under-drain gravel blanket shall be double-washed, open-graded (no fines) stone, ASTM Number 57 (1-1/2" in size). Pea gravel shall be washed, river-run, round diameter, ¼ – ½ in size. Do not use crushed carbonate quarry rock, limestone, crushed concrete, or salvaged bituminous.

INFILTRATION AREA PERFORMANCE TESTING:

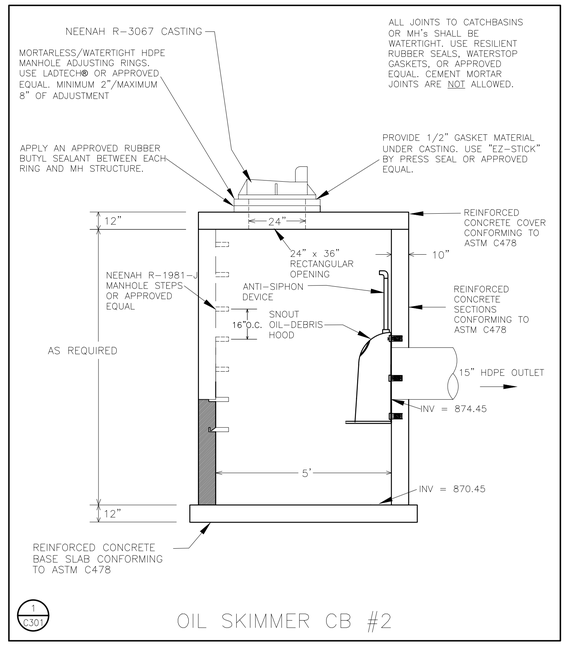
1. After construction, provide dual-ring infiltrometer testing (ASTM D-3385) at the infiltration site in order to verify the performance of the as-built infiltration system. The tests shall be performed at the bottom elevation of the infiltration basin and shall be performed by a qualified geotechnical professional.
2. Perform a minimum of 2 tests at each infiltration site (0.5-acre bottom area or less). Verify the number of tests with the geotechnical professional and the governing authorities.
3. The average of the measured infiltration rates must meet or exceed the infiltration rate used for the basin design. If the measured infiltration rate does not meet or exceed the required rate, the Contractor shall perform the necessary soil corrective and/or soil replacement work within the infiltration area at the Contractor's expense until the measured infiltration rate meets or exceeds the required rate. All re-testing shall be at the Contractor's expense.
4. The maximum allowable infiltration rate is 8.3 inches/hour. If the infiltration rate exceeds the maximum allowable rate, the Contractor shall amend the soils in the system in order to reduce the infiltration rate to meet the MPCA requirements.



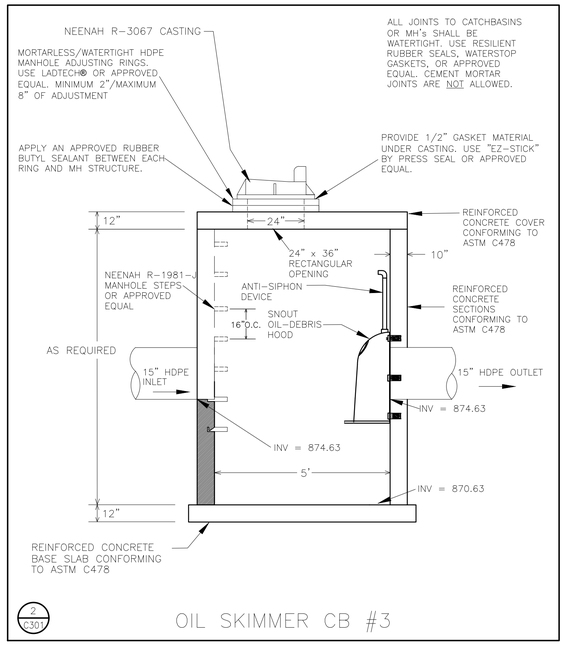
1. MINIMUM TRENCH WIDTH: MINIMUM TRENCH WIDTH SHALL BE 1.5*OD + 12" OR A MINIMUM OF 16" PLUS THE OUTSIDE DIAMETER, WHATEVER IS GREATER.
2. FOUNDATION: AREAS OF UNSTABLE TRENCH BOTTOM SHALL BE EXCAVATED TO A DEPTH DETERMINED BY THE ENGINEER AND REPLACED WITH SUITABLE FOUNDATION MATERIAL TO MEET THE REQUIREMENTS OF NOTE 6 BELOW.
3. BEDDING: BEDDING THICKNESS SHALL BE MINIMUM OF 4" FOR PIPE DIAMETERS THROUGH 24 INCHES. BEDDING THICKNESS SHALL BE 6" FOR DIAMETERS LARGER THAN 24 INCHES. THE CENTRAL BEDDING SHALL BE EQUAL TO ONE-THIRD THE PIPE OUTSIDE DIAMETER AND SHOULD BE LOOSELY PLACED WHILE THE REMAINDER SHALL MEET THE REQUIREMENTS OF NOTE 6 BELOW.
4. HAUNCHING: THIS MATERIAL IS PLACED ON TOP OF THE BEDDING ELEVATION TO THE TOP OF PIPE. THE HAUNCH/PIPE ZONE MATERIAL SHALL MEET THE REQUIREMENTS OF NOTE 6 BELOW.
5. INITIAL BACKFILL: INITIAL BACKFILL IS FROM THE TOP OF THE HAUNCH/PIPE ZONE ELEVATION TO 6 TO 12 INCHES ABOVE THE TOP OF THE PIPE. FOR NON-TRAFFIC AREAS, INITIAL BACKFILL MAY BE ANY WELL GRADED MATERIAL PLACED TO PROTECT THE PIPE FROM FINAL BACKFILL OPERATIONS. FOR TRAFFIC AREAS, INITIAL BACKFILL MATERIAL SHALL MEET THE REQUIREMENTS OF NOTE 6 BELOW UNLESS ROADWAY EMBANKMENT REQUIREMENTS SUPERCEDE.
6. FOUNDATION, BEDDING, HAUNCHING AND INITIAL BACKFILL: MATERIAL SHALL MEET MNDOT 3149.2D GRANULAR BACKFILL MODIFIED TO 100% PASSING THE 1" SIEVE OR MATERIAL MEETING ASTM D2321 CLASS I OR II, AS APPROVED BY THE ENGINEER. COMPACTION EFFORTS SHALL BE IN UNIFORM LIFTS OF 8" OR LESS. COMPACTION LEVELS OF 95% STANDARD PROCTOR DENSITY AND MOISTURE CONTENTS IN THE RANGE OF -3% TO +3% TO WITHIN OPTIMUM.
7. FINAL BACKFILL: FOR TRAFFIC APPLICATIONS, FINAL BACKFILL MATERIAL AND COMPACTION EFFORTS SHALL BE CONSISTANT WITH THE ENGINEER'S PARAMETERS FOR THE SUB GRADE OF THE PAVEMENT CROSS-SECTION. FOR NON-TRAFFIC APPLICATIONS FINAL BACKFILL MAY BE ANY MATERIAL.
8. ADDITIONAL REQUIREMENTS: ANY ADDITIONAL CONSIDERATIONS AS REQUIRED BY THE ENGINEER AND THE STRUCTURAL DESIGN OF THE SYSTEM SHALL GOVERN OVER THE MINIMUMS SET FORTH HERE AND SHALL BE INCLUDED IN THE BID PRICE OF THE PIPE.

HDPE STORM SEWER
DETAIL DRAWING S-16
CITY OF BROOKLYN PARK

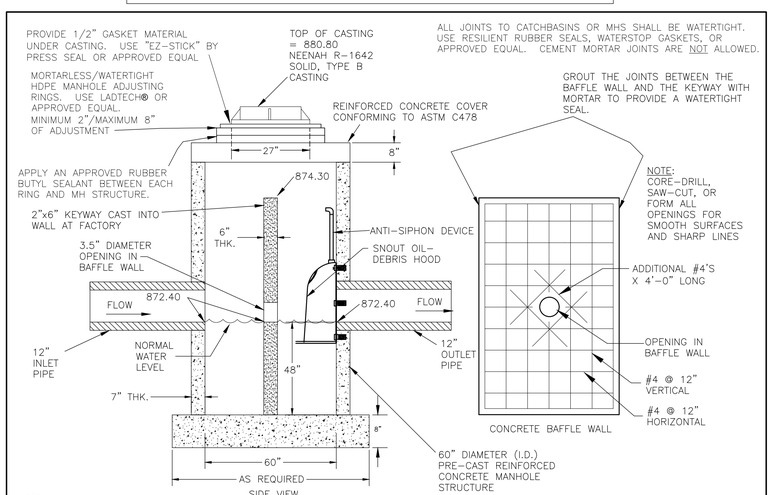
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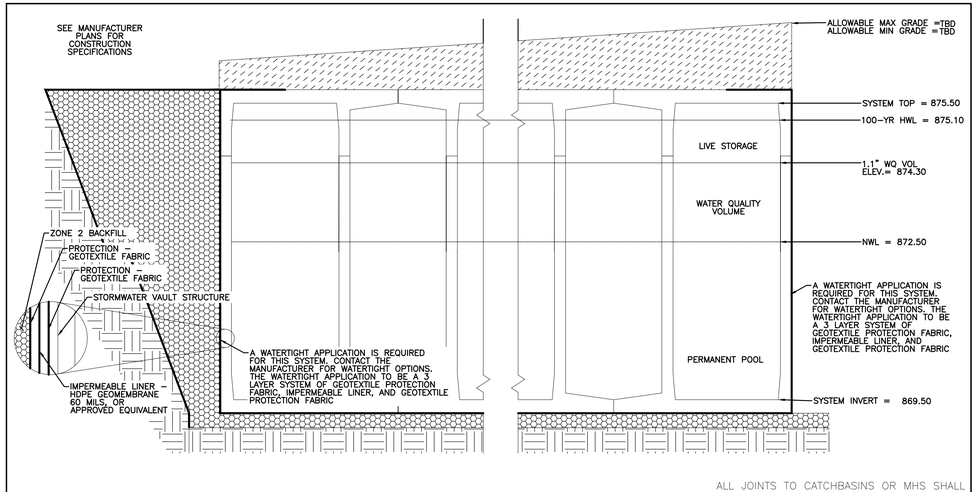
1 / C301 OIL SKIMMER CB #2



2 / C301 OIL SKIMMER CB #3



3 / C301 OUTLET CONTROL/SKIMMER STRUCTURE MH #1 WITH BAFFLE WEIR



4 / C301 6'-0" UNDERGROUND STORMWATER WET VAULT TREATMENT SYSTEM

ALL JOINTS TO CATCHBASINS OR MHS SHALL BE WATERTIGHT. USE RESILIENT RUBBER SEALS, WATERSTOP GASKETS, OR APPROVED EQUAL. CEMENT MORTAR JOINTS ARE NOT ALLOWED.

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KWIK STAR

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

Brian H. Munsterman

Brian H. Munsterman
DATE: 08/28/25 REG. NO.: 23468

STORM SEWER NOTES AND DETAILS
CONVENIENCE STORE 1741
- BROOKLYN PARK, MINNESOTA

NO.	DATE	DESCRIPTION
-	05/09/2024	SUBMITTAL
-	05/23/2024	CITY SUBMITTAL
-	02/27/2025	RESUBMITTAL
-	07/28/2025	CITY COMMENTS
-	08/26/2025	CITY COMMENTS

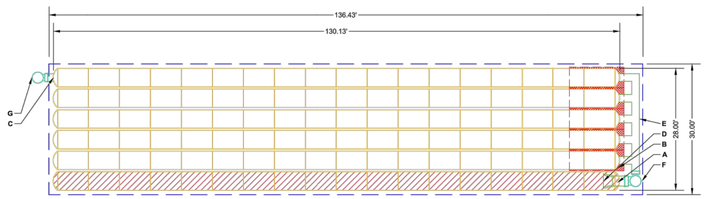
DRAWN BY	MW
SCALE	GRAPHIC
PROJ. NO.	24-1741
DATE	MAY 9, 2024
SHEET	**C301**

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PROPOSED LAYOUT		PROPOSED ELEVATIONS:	
108	STORMTECH SC-800 CHAMBERS	MAXIMUM ALLOWABLE GRADE (TOP OF PAVEMENT/UNPAVED):	884.50
12	STORMTECH SC-800 END CAPS	MINIMUM ALLOWABLE GRADE (UNPAVED WITH TRAFFIC):	878.70
6	STONE ABOVE (in)	MINIMUM ALLOWABLE GRADE (UNPAVED NO TRAFFIC):	878.20
6	STONE BELOW (in)	MINIMUM ALLOWABLE GRADE (TOP OF RIGID CONCRETE PAVEMENT):	878.20
40	STONE VOID	MINIMUM ALLOWABLE GRADE (BASE OF FLEXIBLE PAVEMENT):	878.20
9444	INSTALLED SYSTEM VOLUME (CF) (PERIMETER STONE INCLUDED) (COVER STONE INCLUDED) (BASE STONE INCLUDED)	TOP OF STONE:	877.70
		TOP OF SC-800 CHAMBER:	876.95
		18" x 18" TOP MANIFOLD INVERT:	874.67
		24" ISOLATOR ROW PLUS INVERT:	874.39
4093	SYSTEM AREA (SF)	18" BOTTOM CONNECTION INVERT:	874.37
332.9	SYSTEM PERIMETER (ft)	BOTTOM OF SC-800 CHAMBER:	874.20
		BOTTOM OF STONE:	873.70

*INVERT ABOVE BASE OF CHAMBER

PART TYPE	ITEM ON LAYOUT	DESCRIPTION	INVERT*	MAX FLOW
PREFABRICATED END CAP	A	24" BOTTOM CORED END CAP, PART#: SC800EPE24BPC / TYP OF ALL 24" BOTTOM CONNECTIONS AND ISOLATOR PLUS ROWS	2.30"	
PREFABRICATED END CAP	B	18" TOP CORED END CAP, PART#: SC800EPE18TPC / TYP OF ALL 18" TOP CONNECTIONS	8.00"	
PREFABRICATED END CAP	C	18" BOTTOM CORED END CAP, PART#: SC800EPE18BPC / TYP OF ALL 18" BOTTOM CONNECTIONS	2.00"	
FLAMP	D	INSTALL FLAMP ON 24" ACCESS PIPE / PART#: SC74024RAMP		
MANIFOLD	E	18" x 18" TOP MANIFOLD, ADS N-12	8.00"	
NYLOPLAST (INLET W/ ISO PLUS ROW)	F	30" DIAMETER (24.00" SUMP MIN)		14.0 CFS IN
NYLOPLAST (OUTLET)	G	30" DIAMETER (DESIGN BY ENGINEER)		4.0 CFS OUT



ISOLATOR ROW PLUS (SEE DETAIL)

PLACE MINIMUM 12.50' OF ADSPLUS625 WOVEN GEOTEXTILE OVER BEDDING STONE AND UNDERNEATH CHAMBER FEET FOR SCOUR PROTECTION AT ALL CHAMBER INLET ROWS

BED LIMITS

NOTES

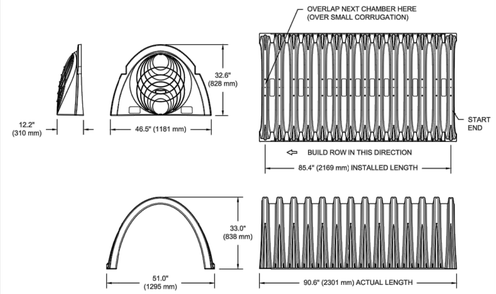
- MANIFOLD SIZE TO BE DETERMINED BY SITE DESIGN ENGINEER. SEE TECH NOTE #6.32 FOR MANIFOLD SIZING GUIDANCE.
- DUE TO THE ADAPTATION OF THIS CHAMBER SYSTEM TO SPECIFIC SITE AND DESIGN CONSTRAINTS, IT MAY BE NECESSARY TO CUT AND COUPLE ADDITIONAL PIPE TO STANDARD MANIFOLD COMPONENTS IN THE FIELD.
- THE SITE DESIGN ENGINEER MUST REVIEW ELEVATIONS AND IF NECESSARY ADJUST GRADING TO ENSURE THE CHAMBER COVER REQUIREMENTS ARE MET.
- THIS CHAMBER SYSTEM WAS DESIGNED WITHOUT SITE-SPECIFIC INFORMATION ON SOIL CONDITIONS OR BEARING CAPACITY. THE SITE DESIGN ENGINEER IS RESPONSIBLE FOR DETERMINING THE SUITABILITY OF THE SOIL AND PROVIDING THE BEARING CAPACITY OF THE INSITU SOILS. THE BASE STONE DEPTH MAY BE INCREASED OR DECREASED ONCE THIS INFORMATION IS PROVIDED.
- **NOT FOR CONSTRUCTION:** THIS LAYOUT IS FOR DIMENSIONAL PURPOSES ONLY TO PROVE CONCEPT & THE REQUIRED STORAGE VOLUME CAN BE ACHIEVED ON SITE.

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SC-800 TECHNICAL SPECIFICATION

NTS



NOMINAL CHAMBER SPECIFICATIONS

SIZE (W X H X INSTALLED LENGTH)	51.0" X 33.0" X 85.4"	(1295 mm X 838 mm X 2169 mm)
CHAMBER STORAGE	50.6 CUBIC FEET	(1.43 m³)
MINIMUM INSTALLED STORAGE*	81.0 CUBIC FEET	(2.29 m³)
WEIGHT	81.8 lbs.	(37.1 kg)

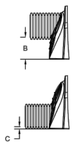
NOMINAL END CAP SPECIFICATIONS

SIZE (W X H X INSTALLED LENGTH)	46.5" X 32.6" X 10.5"	(1181 mm X 828 mm X 267 mm)
END CAP STORAGE	3.4 CUBIC FEET	(0.09 m³)
MINIMUM INSTALLED STORAGE**	15.4 CUBIC FEET	(0.43 m³)
WEIGHT	15.7 lbs.	(7.1 kg)

* ASSUMES 6" (152 mm) STONE ABOVE, BELOW, AND BETWEEN CHAMBERS
**ASSUMES 6" (152 mm) STONE ABOVE AND BELOW END CAPS, 6" (152 mm) BETWEEN ROWS, 12" (305 mm) BEYOND END CAPS

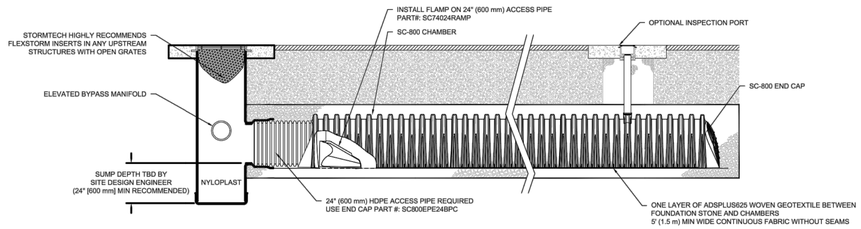
PRE-CORED HOLES AT BOTTOM OF END CAP FOR PART NUMBERS ENDING WITH "BPC"
PRE-CORED HOLES AT TOP OF END CAP FOR PART NUMBERS ENDING WITH "TPC"

PART #	STUB	B	C
SC800EPE06TPC	6" (150 mm)	21.4" (544 mm)	---
SC800EPE06BPC		---	0.9" (23 mm)
SC800EPE08TPC	8" (200 mm)	19.2" (488 mm)	---
SC800EPE08BPC		---	1.0" (25 mm)
SC800EPE10TPC	10" (250 mm)	17.0" (432 mm)	---
SC800EPE10BPC		---	1.2" (30 mm)
SC800EPE12TPC	12" (300 mm)	14.4" (366 mm)	---
SC800EPE12BPC		---	1.6" (41 mm)
SC800EPE15TPC	15" (375 mm)	11.3" (287 mm)	---
SC800EPE15BPC		---	1.7" (43 mm)
SC800EPE18TPC	18" (450 mm)	8.0" (203 mm)	---
SC800EPE18BPC		---	2.0" (51 mm)
SC800EPE24BPC	24" (600 mm)	---	2.3" (58 mm)
SC800EPE	NONE	SOLID END CAP	



NOTE: ALL DIMENSIONS ARE NOMINAL

2 SC-800 TECHNICAL SPECIFICATION



SC-800 ISOLATOR ROW PLUS DETAIL
NTS

3 SC-800 ISOLATOR ROW PLUS DETAIL

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INSPECTION & MAINTENANCE

STEP 1) INSPECT ISOLATOR ROW PLUS FOR SEDIMENT
- A. INSPECTION PORTS (IF PRESENT)
  - A.1. REMOVE/OPEN LID ON NYLOPLAST INLINE DRAIN
  - A.2. REMOVE AND CLEAN FLEXSTORM FILTER IF INSTALLED
  - A.3. USING A FLASHLIGHT AND STADIA ROD, MEASURE DEPTH OF SEDIMENT AND RECORD ON MAINTENANCE LOG
  - A.4. LOWER A CAMERA INTO ISOLATOR ROW PLUS FOR VISUAL INSPECTION OF SEDIMENT LEVELS (OPTIONAL)
  - A.5. IF SEDIMENT IS AT, OR ABOVE, 3" (80 mm) PROCEED TO STEP 2. IF NOT, PROCEED TO STEP 3.
- B. ALL ISOLATOR PLUS ROWS
  - B.1. REMOVE COVER FROM STRUCTURE AT UPSTREAM END OF ISOLATOR ROW PLUS
  - B.2. USING A FLASHLIGHT, INSPECT DOWN THE ISOLATOR ROW PLUS THROUGH OUTLET PIPE
    - i) MIRRORS ON POLES OR CAMERAS MAY BE USED TO AVOID A CONFINED SPACE ENTRY
    - ii) FOLLOW OSHA REGULATIONS FOR CONFINED SPACE ENTRY IF ENTERING MANHOLE
  - B.3. IF SEDIMENT IS AT, OR ABOVE, 3" (80 mm) PROCEED TO STEP 2. IF NOT, PROCEED TO STEP 3.

STEP 2) CLEAN OUT ISOLATOR ROW PLUS USING THE JETVAC PROCESS
- A. A FIXED CULVERT CLEANING NOZZLE WITH REAR FACING SPREAD OF 45° (1.1 m) OR MORE IS PREFERRED
- B. APPLY MULTIPLE PASSES OF JETVAC UNTIL BACKFLUSH WATER IS CLEAN
- C. VACUUM STRUCTURE SUMP AS REQUIRED

STEP 3) REPLACE ALL COVERS, GRATES, FILTERS, AND LIDS; RECORD OBSERVATIONS AND ACTIONS.

STEP 4) INSPECT AND CLEAN BASINS AND MANHOLES UPSTREAM OF THE STORMTECH SYSTEM.

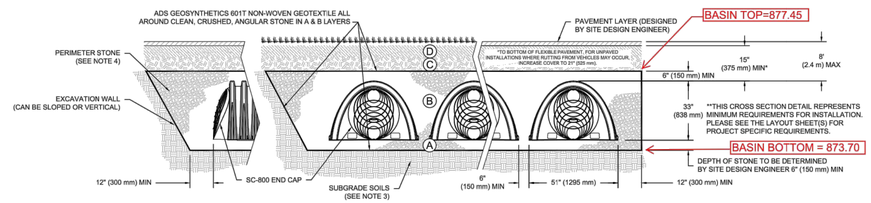
NOTES

1. INSPECT EVERY 6 MONTHS DURING THE FIRST YEAR OF OPERATION. ADJUST THE INSPECTION INTERVAL BASED ON PREVIOUS OBSERVATIONS OF SEDIMENT ACCUMULATION AND HIGH WATER ELEVATIONS.
2. CONDUCT JETTING AND VACTORING ANNUALLY OR WHEN INSPECTION SHOWS THAT MAINTENANCE IS NECESSARY.

ACCEPTABLE FILL MATERIALS: STORMTECH SC-800 CHAMBER SYSTEMS

	MATERIAL LOCATION	DESCRIPTION	AASHTO MATERIAL CLASSIFICATIONS	COMPACTION / DENSITY REQUIREMENT
D	**FINAL FILL:** FILL MATERIAL FOR LAYER 'D' STARTS FROM THE TOP OF THE 'C' LAYER TO THE BOTTOM OF FLEXIBLE PAVEMENT OR UNPAVED FINISHED GRADE ABOVE. NOTE THAT PAVEMENT SUBBASE MAY BE PART OF THE 'D' LAYER.	ANY SOIL/ROCK MATERIALS, NATIVE SOILS, OR PER ENGINEER'S PLANS. CHECK PLANS FOR PAVEMENT SUBGRADE REQUIREMENTS.	N/A	PREPARE PER SITE DESIGN ENGINEER'S PLANS. PAVED INSTALLATIONS MAY HAVE STRINGENT MATERIAL AND PREPARATION REQUIREMENTS.
C	**INITIAL FILL:** FILL MATERIAL FOR LAYER 'C' STARTS FROM THE TOP OF THE EMBEDMENT STONE ('B' LAYER) TO 15" (375 mm) ABOVE THE TOP OF THE CHAMBER. NOTE THAT PAVEMENT SUBBASE MAY BE A PART OF THE 'C' LAYER.	GRANULAR WELL-GRADED SOIL/AGGREGATE MIXTURES, <35% FINES OR PROCESSED AGGREGATE. MOST PAVEMENT SUBBASE MATERIALS CAN BE USED IN LIEU OF THIS LAYER.	AASHTO M145[1] A-1, A-2-4, A-3 OR AASHTO M43[1] 3, 357, 4, 467, 5, 56, 57, 6, 67, 68, 7, 78, 8, 89, 9, 10	BEGIN COMPACTIONS AFTER 12" (300 mm) OF MATERIAL OVER THE CHAMBERS IS REACHED. COMPACT ADDITIONAL LAYERS IN 6" (150 mm) MAX LIFTS TO A MIN. 95% PROCTOR DENSITY FOR WELL GRADED MATERIAL AND 95% RELATIVE DENSITY FOR PROCESSED AGGREGATE MATERIALS. ROLLER GROSS VEHICLE WEIGHT NOT TO EXCEED 12,000 lbs (53 kN). DYNAMIC FORCE NOT TO EXCEED 20,000 lbs (89 kN).
B	**EMBEDMENT STONE:** FILL SURROUNDING THE CHAMBERS FROM THE FOUNDATION STONE ('A' LAYER) TO THE 'C' LAYER ABOVE.	CLEAN, CRUSHED, ANGULAR STONE OR RECYCLED CONCRETE[5]	AASHTO M43[1] 3, 357, 4, 467, 5, 56, 57	NO COMPACTION REQUIRED.
A	**FOUNDATION STONE:** FILL BELOW CHAMBERS FROM THE SUBGRADE UP TO THE FOOT (BOTTOM) OF THE CHAMBER.	CLEAN, CRUSHED, ANGULAR STONE OR RECYCLED CONCRETE[5]	AASHTO M43[1] 3, 357, 4, 467, 5, 56, 57	PLATE COMPACT OR ROLL TO ACHIEVE A FLAT SURFACE.[2,3]

PLEASE NOTE:
1. THE LISTED AASHTO DESIGNATIONS ARE FOR GRADATIONS ONLY. THE STONE MUST ALSO BE CLEAN, CRUSHED, ANGULAR. FOR EXAMPLE, A SPECIFICATION FOR #4 STONE WOULD STATE: "CLEAN, CRUSHED, ANGULAR NO. 4 (AASHTO M43) STONE".
2. STORMTECH COMPACTION REQUIREMENTS ARE MET FOR 'A' LOCATION MATERIALS WHEN PLACED AND COMPACTED IN 6" (150 mm) (MAX) LIFTS USING TWO FULL COVERAGES WITH A VIBRATORY COMPACTOR.
3. WHERE INFILTRATION SURFACES MAY BE COMPROMISED BY COMPACTION, FOR STANDARD DESIGN LOAD CONDITIONS, A FLAT SURFACE MAY BE ACHIEVED BY RAKING OR DRAGGING WITHOUT COMPACTION EQUIPMENT. FOR SPECIAL LOAD DESIGNS, CONTACT STORMTECH FOR COMPACTION REQUIREMENTS.
4. ONCE LAYER 'C' IS PLACED, ANY SOIL/MATERIAL CAN BE PLACED IN LAYER 'D' UP TO THE FINISHED GRADE. MOST PAVEMENT SUBBASE SOILS CAN BE USED TO REPLACE THE MATERIAL REQUIREMENTS OF LAYER 'C' OR 'D' AT THE SITE DESIGN ENGINEER'S DISCRETION.
5. WHERE RECYCLED CONCRETE AGGREGATE IS USED IN LAYERS 'A' OR 'B' THE MATERIAL SHOULD ALSO MEET THE ACCEPTABILITY CRITERIA OUTLINED IN TECHNICAL NOTE 6.20 "RECYCLED CONCRETE STRUCTURAL BACKFILL".



NOTES:

1. CHAMBERS SHALL MEET THE REQUIREMENTS OF ASTM F2418, "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
2. SC-800 CHAMBERS SHALL BE DESIGNED IN ACCORDANCE WITH ASTM F2787 "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
3. THE SITE DESIGN ENGINEER IS RESPONSIBLE FOR ASSESSING THE BEARING RESISTANCE (ALLOWABLE BEARING CAPACITY) OF THE SUBGRADE SOILS AND THE DEPTH OF FOUNDATION STONE WITH CONSIDERATION FOR THE RANGE OF EXPECTED SOIL MOISTURE CONDITIONS.
4. PERIMETER STONE MUST BE EXTENDED HORIZONTALLY TO THE EXCAVATION WALL FOR BOTH VERTICAL AND SLOPED EXCAVATION WALLS.
5. REQUIREMENTS FOR HANDLING AND INSTALLATION:
   - TO MAINTAIN THE WIDTH OF CHAMBERS DURING SHIPPING AND HANDLING, CHAMBERS SHALL HAVE INTEGRAL, INTERLOCKING STACKING LUGS.
   - TO ENSURE A SECURE JOINT DURING INSTALLATION AND BACKFILL, THE HEIGHT OF THE CHAMBER JOINT SHALL NOT BE LESS THAN 2".
   - TO ENSURE THE INTEGRITY OF THE ARCH SHAPE DURING INSTALLATION, a) THE ARCH STIFFNESS CONSTANT AS DEFINED IN SECTION 6.2.8 OF ASTM F2418 SHALL BE GREATER THAN OR EQUAL TO 550 LBS/FT/%, AND b) TO RESIST CHAMBER DEFORMATION DURING INSTALLATION AT ELEVATED TEMPERATURES (ABOVE 73° F / 23° C), CHAMBERS SHALL BE PRODUCED FROM REFLECTIVE GOLD OR YELLOW COLORS.

1 SC-800 CROSS SECTION DETAIL

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Brian H. Munkstock

DATE: 08/28/25 REG. NO.: 23468

STORM SEWER DETAILS

CONVENIENCE STORE 1741 - BROOKLYN PARK, MINNESOTA

NO.	DATE	DESCRIPTION
-	05/09/2024	SUBMITTAL
-	05/23/2024	CITY SUBMITTAL
-	02/27/2025	RESUBMITTAL
-	07/28/2025	CITY COMMENTS
-	08/28/2025	CITY COMMENTS

DRAWN BY	MW
SCALE	GRAPHIC
PROJ. NO.	24-1741
DATE	MAY 9, 2024
SHEET	C302

KWIK TRIP P/N 85 D.

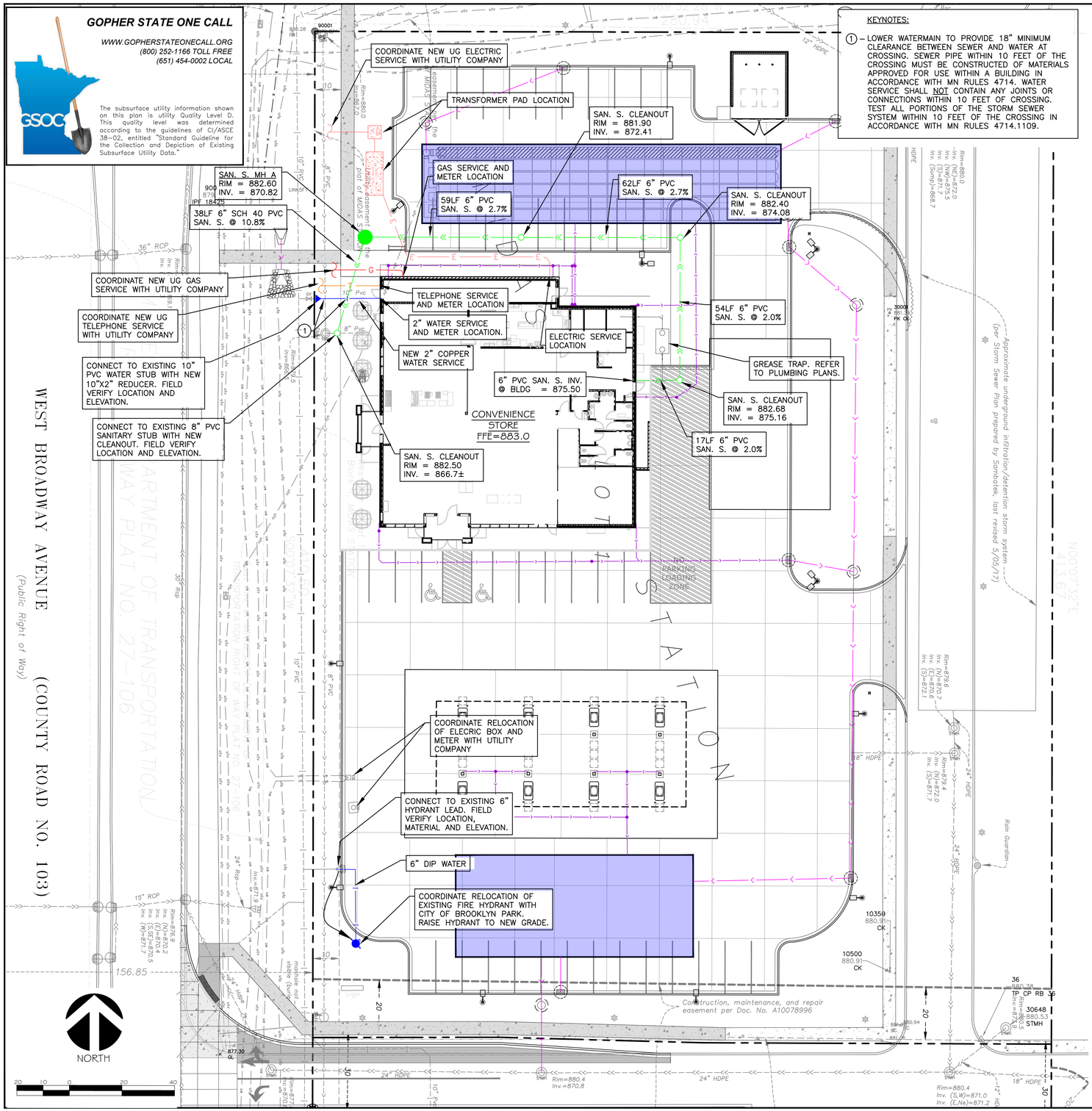
GOPHER STATE ONE CALL

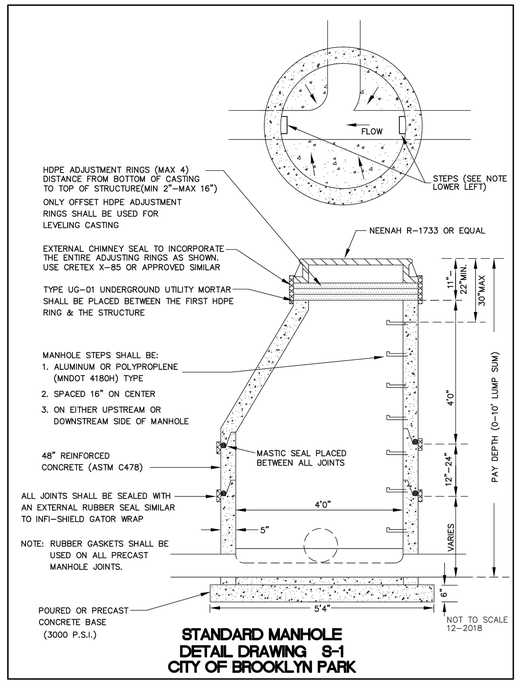
WWW.GOPHERSTATEONECALL.ORG
(800) 252-1166 TOLL FREE
(651) 454-0002 LOCAL

The subsurface utility information shown on this plan is utility Quality Level D. This quality level was determined according to the guidelines of CI/ASCE 38-02, entitled "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data."

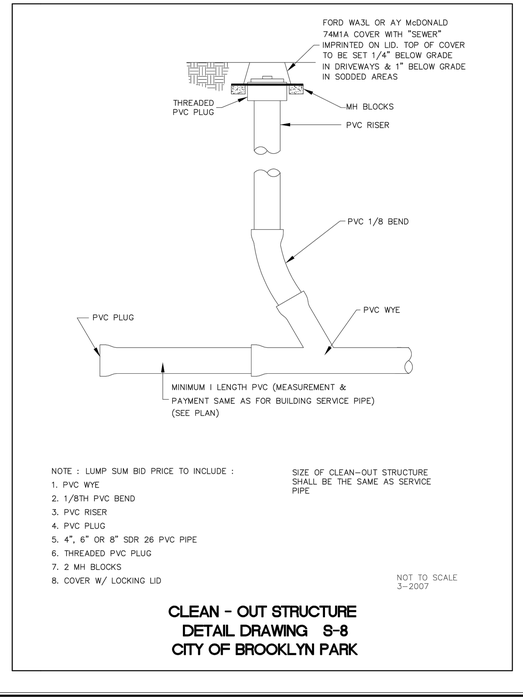
KEYNOTES:

(1) – LOWER WATERMAIN TO PROVIDE 18" MINIMUM CLEARANCE BETWEEN SEWER AND WATER AT CROSSING. SEWER PIPE WITHIN 10 FEET OF THE CROSSING MUST BE CONSTRUCTED OF MATERIALS APPROVED FOR USE WITHIN A BUILDING IN ACCORDANCE WITH MN RULES 4714. WATER SERVICE SHALL NOT CONTAIN ANY JOINTS OR CONNECTIONS WITHIN 10 FEET OF CROSSING. TEST ALL PORTIONS OF THE STORM SEWER SYSTEM WITHIN 10 FEET OF THE CROSSING IN ACCORDANCE WITH MN RULES 4714.1109.





STANDARD MANHOLE DETAIL DRAWING S-1 CITY OF BROOKLYN PARK



NOTE : LUMP SUM BID PRICE TO INCLUDE :
1. PVC WYE
2. 1/8TH PVC BEND
3. PVC RISER
4. PVC PLUG
5. 4", 6" OR 8" SDR 26 PVC PIPE
6. THREADED PVC PLUG
7. 2 MH BLOCKS
8. COVER W/ LOCKING LID

SIZE OF CLEAN–OUT STRUCTURE SHALL BE THE SAME AS SERVICE PIPE

NOT TO SCALE 3–2007

CLEAN - OUT STRUCTURE DETAIL DRAWING S-8 CITY OF BROOKLYN PARK

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Brian H. Munstock

Brian H. Munstock
DATE: 08/28/25 REG. NO.: 23468

UTILITY PLAN

CONVENIENCE STORE 1741

- BROOKLYN PARK, MINNESOTA

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DRAWN BY	MW
SCALE	GRAPHIC
PROJ. NO.	24-1741
DATE	MAY 9, 2024
SHEET	**C400**

KWIK TRIP P.M.B.D.

GENERAL:

1. Existing boundary, location, topographic, and utility information shown on this plan is from a field survey by Carlson McCain, dated 1/10/24. The Engineer is not responsible for inaccuracies related to the survey information.

2. Perform all construction work in accordance with State and Local requirements.

3. Perform all construction activity in accordance with the Minnesota Pollution Control Agency GENERAL STORMWATER PERMIT FOR CONSTRUCTION ACTIVITY issued August 1, 2023 and all subsequent amendments thereto.

4. Comply with all applicable local, state, and federal safety regulations. Comply with the work safety practices specified by the Occupational Safety and Health Administration (OSHA). OSHA prohibits entry into "confined spaces," such as manholes and pits (see 29 CFR Section 1910.146), without undertaking certain specific practices and procedures. Perform excavations in accordance with the requirements of O.S.H.A. 29 CFR, Part 1926, Subpart P, Excavations. Trenching standards require protective systems on trenches deeper than 5 feet. Bench or slope sidewalls in order to provide safe working conditions and stability for the placement of engineered fill. Do not expose workers to the dangers of being struck by material and equipment. Keep soil and other materials at least 2 feet from the edge of any trenches. Trenches must be inspected by a competent individual, be free of standing water and atmospheric hazards, and have a safe means of entering and exiting before allowing a worker to enter. The Contractor is responsible for naming the "Competent Individual" in accordance with CFR 1926.6. Sloping or benching for excavations greater than 20 feet deep must be approved by a registered professional engineer (www.osha.gov).

5. Safety is solely the responsibility of the Contractor, who is also solely responsible for the construction means, methods, techniques, sequences or procedures, and for safety precautions and programs in connection with the Work.

6. The Engineer shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work. The Engineer's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures.

7. Examine all local conditions at the site, and assume responsibility as to the grades, contours, and the character of the earth, existing conditions, and other items that may be encountered during excavation work above or below the existing grades. Review the drawings, specifications, and geotechnical report covering this work and become familiar with the anticipated site conditions.

8. Refer to the architectural plans for building and stoop dimensions, site layout and dimensions, pavement sections and details, striping, and other site features.

9. A licensed surveyor shall perform construction staking. The Contractor shall provide and be responsible for the staking. Verify all plan and detail dimensions prior to construction staking. Stake the limits of walkways and curbing prior to valvebox, maintenance hole, and catchbasin installation. Adjust valvebox and maintenance hole locations in order to avoid conflicts with curb and gutter. Adjust catchbasin locations in order to align properly with curb and gutter.

10. Provide temporary fences, barricades, coverings, and other protections in order to preserve existing items to remain, and to prevent injury or damage to person or property.

11. Provide all traffic control required in order to construct the proposed improvements. Traffic control design and associated government approvals are the responsibility of the Contractor. Comply with local authorities and the latest version of the Minnesota Manual on Uniform Traffic Control Devices (MMUTCD), including the Field Manual for Temporary Traffic Control Zone Layouts. If the temporary traffic control zone affects the movement of pedestrians, provide adequate temporary pedestrian access and walkways. If the temporary traffic control zone affects an accessible and detectable pedestrian facility, maintain accessibility and detectability along the alternate pedestrian route in accordance with the provisions for pedestrian and worker safety contained in Part 6 of the MMUTCD.

12. Connect to existing sanitary sewer MH's by coredrilling. Connect to existing storm sewer MH's by either sawcutting or coredrilling. Use saws or drills that provide water to the blade. Meet all City standards and specifications for the the connection. Reconstruct inverts after installation. Use water stop gaskets in order to provide watertight seals when penetrating a structure wall with a pipe. Take measurements before beginning construction to ensure that service connections do not cut into maintenance access structure joints or pipe barrel joints.

13. Completely remove existing concrete and masonry structures that are located within the proposed building and future building expansion areas. All other existing sewer and watermain pipes that are to be abandoned shall either be removed, or completely filled with sand or controlled low strength material (CLSM) slot keyways and flowable concrete fill. Bulkhead ends of the pipe segment to be decommissioned with concrete. All other existing sanitary sewer and storm sewer structures that are to be abandoned in place shall be abandoned as follows: (1) remove castings, rings, and top sections, (2) bulkhead any pipe openings, (3) break two 4-inch diameter holes in the barrel at the bottom of the structures for drainage and cover the holes with geotextile filter fabric, and (4) fill the structures with sand or CLSM.

14. Testing and Inspections: All plumbing installations, including water and sewer services, must be tested and inspected in accordance with the requirements of the Minnesota Plumbing Code (Minnesota Rules Chapter 4714). Coordinate testing and inspection with the State Health Department and the City Public Works Department. No drainage or plumbing work may be covered prior to completing the required tests and inspections.

15. Coordinate building utility connection locations at 2 ft. out from the proposed building with the interior Plumbing Contractor prior to construction. Verify water and sewer service locations, sizes, and elevations with the Mechanical Engineer prior to construction. Coordinate construction and connections with the Mechanical Contractor.

16. The subsurface utility information shown on this plan is utility Quality Level D. This quality level was determined according to the guidelines of CI/ASCE 38-02, entitled "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" by the FHA.

17. The locations of existing utilities shown on this plan are from record information. The Engineer does not guarantee that all existing utilities are shown or, if shown, exist in the locations indicated on the plan. It is the Contractor's responsibility to ascertain the final vertical and horizontal location of all existing utilities (including water and sewer lines and appurtenances). Notify the Engineer of any discrepancies.

18. The Contractor is solely responsible for all utility locates. Contact utility companies for locations of all public and private utilities within the work area prior to beginning construction. Contact GOPHER STATE ONE CALL at (651) 454-0002 in the Minneapolis/St. Paul metro area, or 1-800-252-1166 elsewhere in Minnesota for exact locations of existing utilities at least 48 working hours (not including weekends and holidays) before beginning any construction in accordance with Minnesota Statute 216D. Obtain ticket number and meet with representatives of the various utilities at the site. Provide the Owner with the ticket number information. Gopher State One Call is a free service that locates municipal and utility company lines, but does not locate private utility lines. Use an independent locator service or other means in order to obtain locations of private utility lines including, but not limited to, underground electric cables, telephone, TV, and lawn sprinkler lines.

19. Pothole to verify the positions of existing underground facilities at a sufficient number of locations in order to assure that no conflict with the proposed work exists and that sufficient clearance is available.

20. Where existing gas, electric, cable, or telephone utilities conflict with the Work, coordinate the abandonment, relocation, offset, or support of the existing utilities with the appropriate local utility companies. Coordinate new gas meter and gas line installation, electric meter and electric service installation, cable service, and telephone service installation with the local utility companies.

21. When working near existing telephone or electric poles, brace the poles for support. When working around existing underground utilities that become exposed, provide sufficient support in order to prevent excessive stress on the existing piping. The location and preservation of existing underground utilities is solely the responsibility of the Contractor.

22. Temporary support systems are the responsibility of the Contractor, who is also solely responsible for the construction means, methods, techniques, sequences or procedures, and for safety precautions and programs in connection with the temporary support systems. Temporary support systems include, but are not limited to, shoring, sheeting, bracing, anchorages, excavation support walls, directional boring, auger jacking, soil stabilization, and other methods of protecting existing improvements.

23. Arrange for and secure suitable disposal areas off-site. Dispose of all excess soil, waste material, debris, and all materials not designated for salvage. Waste material and debris includes trees, stumps, pipe, concrete, asphaltic concrete, cans, or other waste material from the construction operations. Obtain the rights to any waste area for disposal of unsuitable or surplus material either shown or not shown on the plans. All work in disposing of such material shall be considered incidental to the work. All disposal must conform to applicable solid waste disposal permit regulations. Obtain all necessary permits at no cost to the Owner.

24. Store and protect existing site features that need to be removed and replaced in connection with the Work. Replace damaged or stolen site features at no additional cost to the Owner.

25. Straight line saw-cut existing bituminous or concrete surfacing at the perimeter of pavement removal areas. Use saws that provide water to the blade. Do not allow the slurry produced by this process to be tracked outside of the immediate work area or discharged into the sewer system. Tack and match all connections to existing bituminous pavement.

26. Relocate overhead power, telephone, and cable lines as required. Seal and report any existing unused on-site wells and septic systems in accordance with Minnesota Department of Health (MDH) requirements. Provide the MDH with a Well and Boring Sealing Record, or certify in writing that there are no unused wells on the property.

27. All materials required for this work shall be new material conforming to the requirements for class, kind, grade, size, quality, and other details specified herein or as shown on the Plans. Do not use recycled or salvaged aggregate, asphaltic pavement, crushed concrete, or scrap shingles. Unless otherwise indicated, the Contractor shall furnish all required materials and labor in order to perform the construction in accordance with the construction documents, specifications, and regulatory agencies.

28. Reconstruct driveways and patch street to match existing pavement section and grade. Sod right-of-way. Restore the public right-of-way at temporary construction entrance locations. Replace any concrete curb and gutter, bituminous pavement, sidewalk, or vegetative cover damaged by the construction activity. Restore damaged turf with sod within the public right-of-way. The work area shown is general and may need to be adjusted in the field.

29. Cut turf edges in order to allow for a uniform straight edge at locations where new sod meets existing turf. No jagged or uneven edges are allowed. Remove topsoil as required at joints between existing and new turf in order to allow the surface of the new sod to be flush with the existing.

30. Document existing conditions (photographs, video, field survey, etc.) in order to enable restoration to match existing conditions and in order to ensure that restored areas have positive drainage similar to existing conditions.

31. Provide positive drainage away from buildings at all times. Provide and maintain temporary drainage throughout construction until the permanent drainage system and structures are in place and operational. Install temporary ditches, piping, pumps, or other means as necessary in order to insure proper drainage at all times. Provide low points at building pads or roadways with positive outfalls. Do not block drainage from or direct excess drainage to adjacent property.

32. Protect all structures and landscaping not labeled for demolition from damage during construction. Provide protective coverings and enclosures as necessary to prevent damage to existing work that is to remain. Existing work to remain may include items such as trees, shrubs, lawns, sidewalks, drives, curbs, utilities, buildings and/or other structures on or adjacent to the site. Provide temporary fences and barricades as required for the safe and proper execution of the work and the protection of persons and property. Provide building surveys and seismic monitoring in locations where demolition, excavation, underpinning, pile driving, compacting, or similar work is to be performed adjacent to or in the vicinity of existing structures. Return any on-site or off-site areas disturbed directly or indirectly due to construction to a condition equal to or better than the existing condition.

33. Protect sub grades from damage by surface water runoff.

34. Full design strength is not available in bituminous pavement areas until the final lift of asphalt is compacted into place. Protect pavement areas from overloading by delivery trucks, construction equipment, and other vehicles.

35. When sawing or drilling concrete or masonry, use saws that provide water to the blade. Do not allow the slurry produced by this process to be tracked outside of the immediate work area or discharged into the sewer system.

36. Adjust all public and private structures including curb stops, valve boxes, maintenance hole castings, catchbasin castings, cleanout covers, and similar items to finished grade. Comply with the requirements of each structure's owner. Structures being reset in paved areas must meet the owner's requirements for traffic loading.

37. Grading for all sidewalks and accessible routes, including driveway crossings, shall conform to current State and Federal Americans with Disabilities Act (ADA) requirements. In accordance with ADA Section 403.3, slopes shall not exceed exceed 2% cross slope or 5% in the direction of travel. Sidewalk access to external building doors shall be ADA compliant. Accessible parking stalls shall not exceed 2% slope in any direction.

38. Curb ramps on accessible routes shall comply with sections 405 and 406 of the Americans with Disabilities Act Accessibility Guidelines (ADAAG).

39. Accessible parking spaces shall include the International Symbol of Accessibility complying with ADA Section 703.7.2.1 painted in the center of the parking space, 4-ft. high. Hatch handicapped access aisles with white 4-inch wide painted stripes 18-inches on center and at 45 degree angles to the stalls.

40. Accessible parking spaces shall be provided in accordance with Minnesota Rules 1341.0502 A117.1 Section 502.

41. Install all pipe with the ASTM identification numbers on the top for inspection. Commence pipe laying at the lowest point in the proposed sewer line. Field verify that there is positive drainage at the outfall location. Lay the pipe with the bell end or receiving groove end of the pipe pointing upgrade. When connecting to an existing pipe, uncover the existing pipe in order to allow any adjustments in the proposed line and grade before laying any pipe. Do not lay pipes in water or when the trench conditions are unsuitable for such work.

42. Obtain and pay for all permits, tests, inspections, etc. required by agencies that have jurisdiction over the project including the NPDES permit from the State. The Contractor is responsible for all bonds, letters of credit, or cash sureties related to the work. Execute and inspect work in accordance with all local and state codes, rules, ordinances, or regulations pertaining to the particular type of work involved.

43. Measure pipe lengths from center-of-structure to center-of-structure, or to the end of aprons.

44. Obtain permits from the City for work in the public right-of-way.

45. Refer to the geotechnical report by the Soils Engineer for dewatering requirements.

46. Test boring data shown on the plans were accumulated for designing and estimating purposes. Their appearance on the plan does not constitute a guarantee that conditions other than those indicated will not be encountered.

47. The minimum depth of cover for building and canopy roof drain leaders without insulation is 5 feet. Insulate roof drain leaders at locations where the depth of cover is less than 5 feet. Provide a minimum insulation thickness of 2 inches. The insulation must be at least 4 feet wide and centered on the pipe. Install the insulation boards 6 inches above the tops of the pipes on mechanically compacted and leveled pipe bedding material. Use high density, closed cell, rigid board material equivalent to DOW Styrofoam HI-40 plastic foam insulation.

48. Insulate utility lines at locations indicated on the plans. Provide a minimum insulation thickness of 4 inches. The insulation must be at least 4 feet wide and centered on the pipe. Install the insulation boards 6 inches above the tops of the pipes on mechanically compacted and leveled pipe bedding material. Use high density, closed cell, rigid board material equivalent to DOW Styrofoam Highload 40 Polystyrene Insulation. Individual insulation board dimensions typically measure 4' wide by 8' long by 2" thk.

49. Construct sanitary sewer, watermain, and storm sewer utilities in accordance with the City Engineer's Association of Minnesota Standard Specifications sections 2600, 2611, and 2621 dated 2018, or the latest revised edition.

50. These plans, prepared by Sunde Engineering, PLLC., do not extend to or include systems pertaining to the safety of the construction contractor or its employees, agents, or representatives in the performance of the work. The seal of Sunde Engineering's registered professional engineer hereon does not extend to any such safety systems that may nor or hereafter be incorporated into these plans. The construction contractor shall prepare or obtain the appropriate safety systems which may be required by U.S. Occupational Safety and Health Administration (OSHA) and/or local regulations.

51. Existing utilities shown on this plan are located as accurately as possible. However, the Engineer does not guarantee that all utilities are shown, or if shown are in the exact locations indicated on the plan. It is the Contractor's responsibility to ascertain the final vertical and horizontal location of all existing utilities (including municipal water and sewer lines and appurtenances) and to notify the owners of the utilities a minimum of 48 working hours before starting construction in a given area, requesting location in the field, as exact as possible, of all utilities which may be affected by the construction.

52. Trace Wire: Install locating wires on all conductive and non-conductive storm sewer, sanitary sewer, and water lines in accordance with the Minnesota Rural Water Association (MRWA) Trace Wire Specification Guide and Details (www.mrwa.com/PDF/TracerWireSpecGuideFinalweb9.pdf). Use #12 HDPE-insulated copper-clad steel wire rated for underground service. The color of the insulating jacket shall be as follows: ground=red, storm sewer=green, sanitary sewer=green, and water lines=blue. Install the wire on the bottom side of the pipe below the spring line. Fasten the wire to the pipe with tape or plastic ties at 5' intervals. Do not wrap the trace wire around the corresponding utility. Do not connect the trace wire to existing conductive utilities. Use Copperhead Dryconn 3-Way or Locking Snake Bite connectors rated for underground direct bury applications or approved equal at all crossings or service connections. Twist on connectors are not allowed. Trace wire must be properly grounded at all dead ends and services. Install grade-level/in-ground trace wire access boxes and drive-in magnesium grounding anodes at all dead ends, services, and fire hydrants. Trace wire access boxes shall be color coded as follows: storm sewer=green, sanitary sewer=green, and water lines=blue.

53. Detectable Warning Tape: Install detectable underground warning tape directly above all underground utilities at a depth of 457 mm (18 inches) below finished grade, unless otherwise indicated. Underground warning tape shall be 3-inches wide with a minimum 5.0 mil overall thickness. Tape shall be manufactured using a 0.8 mil clear virgin polypropylene film, reverse printed and laminated to a 0.35 mil solid aluminum foil core, and then laminated to a 3.75 mil clear virgin polyethylene film. The aluminum backing makes underground assets easy to find using a non-ferrous locator. Tape shall be printed using a diagonally striped design for maximum visibility and meet the APWA Color-Code standard for identification of buried utilities. Use Pro-Line Safety Products (www.prolinesafety.com) detectable marking tape or approved equal.

54. See architectural for building waterproofing and foundation drainage.

55. Place #3 rebar at 3' on center in all 6" thick concrete pavement locations. Place #4 rebar at 4' on center in all 8" thick concrete pavement locations.

56. Place #4 x 2'-0" tie bar at 3' on center in all concrete curb and gutter.

57. Provide as-builts in accordance with City and Watershed District requirements. Record as-built information as construction progresses or at appropriate construction intervals. Secure and deliver to the Owner as-built information showing locations, top, and invert elevations of maintenance holes, catchbasins, cleanouts, inlet and outlet pipes, valves, hydrants, and related structures. Location ties shall be to permanent landmarks or buildings.

58. In order to document and verify acceptance for adequate storm water treatment, provide a post-construction as-built survey in accordance with City and Watershed District requirements for all storm water infrastructure. This as-built survey shall include, but is not limited to, locations, top, and invert elevations of maintenance holes, catchbasins, cleanouts; all basin/swale grades; pipe inlets, outlet pipes and structures; emergency overflows, orifices, weirs; pipe sizes; draintile elevations and sizes; ponds, tanks, infiltration or filtration basins; and any associated storm water infrastructure.

59. Test reports required for project close-out include, but are not limited to: density test reports, bacteriological tests on the water system, pressure tests on the water system, leak tests on the sewer system, deflection tests on all HDPE pipe, **and infiltration testing at the storm water infiltration site.**

60. Property Corners: Take care during construction and excavation in order to protect survey markers, monuments, and/or property irons.

WATER DISTRIBUTION SYSTEM:

1. Bring all site utilities to 2' outside of the building line with the exception of the water service. Extend water service into the building and up to the flange for the water meter. Do not install PVC water service pipe under or within any building, structure, or part thereof.

2. Separation of Water and Sewer: Construct sewer and water services in accordance with Minnesota Rules part 4714.720 and 4714.721. Provide a minimum horizontal separation of 10 feet between all water and sewer lines, including manholes, catch basins, storm sewer, sanitary sewer, draintile, or other potential sources for contamination in accordance with Minnesota Rules part 4714.609.6. Measure the separation distance from the outer edge of the pipe to the outer edge of the contamination source (outer edge of structures, piping, etc.) At water and sewer crossings, the bottom of the water pipe located within ten feet of the point of crossing must be at least 12-inches above the top of the sewer. When this is not feasible, the sewer pipe material must be approved for use inside of or within a building in accordance with the requirements of Minnesota Rules part 4714.701. Only ASTM D1785, D2665, F891, or F1488 Schedule 40 PVC may cross above or less than 12 inches below potable water lines (see Minnesota Rules part 4714.720.1). No joints or connections are allowed on the water line within 10-feet of the crossing.

3. Watermain Depth: Maintain 8-feet of cover over the top of the water lines to the finished grade. Verify elevation of proposed and existing water lines at all utility crossings. Install the water lines at greater depths in order to clear storm sewers, sanitary sewers, or other utilities as required. Include costs to lower water lines in the base bid.

4. Disinfection: Disinfect all completed watermains in accordance with AWWA Standard C651. If the tablet or continuous feed methods are used, disinfect the completed watermain with water that contains at least 50 ppm of available chlorine in accordance with Minnesota Rules part 4714.609.9. Do not use the tablet method on solvent-welded plastic or on screwed-joint steel pipe because of the danger of fire or explosion from the reaction of the joint compounds with the calcium hypochlorite. Retain the treated water in the pipeline for at least 24 hours. Measure the chlorine residual at the end of the 24 hour period. The acceptable residual must be at least 10 mg/l measured at any point in the line. Measurement of the chlorine concentration at regular intervals shall be in accordance with Standard Methods, AWWA M-12, or using appropriate chlorine test kits.

5. Testing: Pressure test and perform bacteriological tests on all water lines under the supervision of the City Public Works Department. Notify the City at least 24 working hours prior to any testing. Pressure test the water system in accordance with Minnesota Rules part 4714.609.4. Pressurize the waterline to a water pressure of 1034-kPa (150-psi) gauge pressure (measured at the point of lowest elevation) by means of a pump connected to the pipe in a satisfactory manner. Do not add water to the watermain in order to maintain the required pressure during the water main pressure testing. Minnesota Department of Labor and Industry: The test section of pipe shall withstand the test without leaking for a period of not less than 15 minutes. Minnesota Department of Health: The watermain shall be pressure tested at 150-psi for at least two hours with not more than a 2-psi pressure drop during the last hour of the test.

6. All water supply piping connected to municipal water main must have a 150 psi minimum pressure rating.

7. Copper tube for water services must comply with ASTM B88 and shall have a weight not less than Type L (in accordance with Minnesota Rules part 4714.604.2).

8. Polyvinyl Chloride (PVC) Building Water Services must comply with ASTM D1785, ASTM D2241, or AWWA C900; pressure rated for water (See Minnesota Rules part 4714.604). Do not install PVC water service pipe under or within any building, structure, or part thereof.

9. Polyethylene (PE) Building Water Services must comply with the requirements of AWWA Standard C901; pressure rated for water (See Minnesota Rules part 4714.604). Do not install PE water service pipe under or within any building, structure, or part thereof. PE pipe ranges in nominal size from 3/4 in. (19 mm) through 3 in. (76 mm) and conforms to the outside-diameter (OD) dimensions of iron pipe size (IPS). PE tubing ranges in size from 3/4 in. (19 mm) through 2 in. (51 mm) and conforms to the OD dimensions of copper tube size (CTS).

10. Ductile iron pipe (DIP) water services must comply with AWWA C151/ANSI A21.51 or AWWA C115/ANSI A21.15 (See Minnesota Rules part 4714.604). Use Thickness Class 52 DIP with push-on joints. Use petroleum resistant gaskets, Nitrile (NBR), or approved equal. Use only ANSI 316 stainless steel bolts and nuts on all watermain fittings, valves, and hydrants.

11. Polyethylene Sheet Or Tubes For Corrosion Protection Of Buried Ductile Iron: Polyethylene encasement is required on all buried ductile iron pipe, fittings, valves, and other appurtenances. Polyethylene encasement must comply with AWWA C105/ANSI A21.5. Use V-Bio Enhanced Polyethylene Encasement (www.mcwaneductile.com) or approved equal.

12. Polyvinyl Chloride (PVC) Watermain: Use AWWA C900 for all PVC watermain furnished with integral elastomeric bell and spigot joints; pressure Class 150; dimension ratio not greater than 18; laying length 20 feet. Use EBAA Iron, Inc., "Series 2000 PV Megalug," or approved equal for restraint on C900 PVC watermain. Use only ANSI 316 stainless steel bolts and nuts on all watermain fittings, valves, and hydrants.

13. Use mechanical joint restraint devices for joint restraint on all watermain bends having a vertical or horizontal deflection of 22-1/2 degrees or greater, all valves, stubs, extensions, tees, crosses, plugs, all hydrant valves, and all hydrants in accordance with City requirements. Use "Series 1100 Megalug" manufactured by EBAA Iron Inc., Eastland, Texas, or approved equal, installed in accordance with manufacturer's recommendations for restraint on Ductile Iron Pipe. Restraining devices are to have epoxy coating or approved equivalent. Restraining device hardware shall be ANSI 316 stainless steel, or approved equivalent.

14. Watermain Valves: At all valve locations which require a 12" or smaller valve, install gate valves which are of the compression resilient seated (CRS) type. Use American Flow Control's Series 2500 Ductile Iron Resilient Wedge Gate Valve, or approved equal. Gate valves shall conform to AWWA C509. Install cast iron valve boxes conforming to ASTM A48 at each valve location. Valve boxes shall be the three-piece type with 5-1/4" shafts. Use Tyler 6860-G with No. 6 base, or equivalent. Valve boxes shall have at least 6" of adjustment above and below finished grade. Drop covers on valve boxes shall be round and bear the word "WATER" cast on the top. Use Tyler 6860-G "Stayput" covers with extended skirt, or equivalent. All valve hardware shall be ANSI 316 stainless steel, or approved equivalent.

15. Curb Valves and Boxes: Use Mueller H-10334 extension type curb box with Minneapolis pattern base, or approved equal, at all 1" through 2" curb stop locations. Stationary rod is required on all curb stops. Use Mueller Company Mark II Oriseal No. H-15154N curb stop, or approved equal, and stainless steel stem rod.

16. Do not connect new watermain to existing until the new water main is pressure tested and disinfected.

17. Trace Wire: Install locating wires on all conductive and non-conductive storm sewer, sanitary sewer, and water lines in accordance with the Minnesota Rural Water Association (MRWA) Trace Wire Specification Guide and Details (www.mrwa.com/PDF/TracerWireSpecGuideFinalweb9.pdf). Use #12 HDPE-insulated copper-clad steel wire rated for underground service. The color of the insulating jacket shall be as follows: ground=red, storm sewer=green, sanitary sewer=green, and water lines=blue. Install the wire on the bottom side of the pipe below the spring line. Fasten the wire to the pipe with tape or plastic ties at 5' intervals. Do not wrap the trace wire around the corresponding utility. Do not connect the trace wire to existing conductive utilities. Use Copperhead Dryconn 3-Way or Locking Snake Bite connectors rated for underground direct bury applications or approved equal at all crossings or service connections. Twist on connectors are not allowed. Trace wire must be properly grounded at all dead ends and services. Install grade-level/in-ground trace wire access boxes and drive-in magnesium grounding anodes at all dead ends, services, and fire hydrants. Trace wire access boxes shall be color coded as follows: storm sewer=green, sanitary sewer=green, and water lines=blue.

18. Detectable Warning Tape: Install detectable underground warning tape directly above all underground utilities at a depth of 457 mm (18 inches) below finished grade, unless otherwise indicated. Underground warning tape shall be 3-inches wide with a minimum 5.0 mil overall thickness. Tape shall be manufactured using a 0.8 mil clear virgin polypropylene film, reverse printed and laminated to a 0.35 mil solid aluminum foil core, and then laminated to a 3.75 mil clear virgin polyethylene film. The aluminum backing makes underground assets easy to find using a non-ferrous locator. Tape shall be printed using a diagonally striped design for maximum visibility and meet the APWA Color-Code standard for identification of buried utilities. Use Pro-Line Safety Products (www.prolinesafety.com) detectable marking tape or approved equal.

19. Threaded hose connections including hose bibbs and hydrants must include a back flow prevention device in accordance with Minnesota Rules, part 4714.0603 and UPC part 603.0. Wall hydrants must meet ASSE Standard 1019 (see Table 603.2). Where permitted by the administrative authority, wall hydrants may utilize non-removable ASSE 1052 backflow preventers or non-removable ASSE 1011 vacuum breakers and provision is made to protect from freezing (see Minnesota Rules, Chapter 4714, Sections 603.5.7, 312.6, and 301.1.2).

20. Lead Content: All newly installed or replacement pipes, pipe fittings, plumbing fittings and fixtures, including backflow preventers, that are installed on potable water systems or systems that are designed to distribute water for potable use, are required to meet the Reduction of Lead in Drinking Water Act, which establishes a maximum lead content of 0.25 percent by weighted average of the wetted surfaces. See Minnesota Rules part 4714.604.2. Solder and flux for potable water systems shall contain less than 0.2 percent lead. Joints must include non-corrosive non-toxic paste-type flux complying with ASTM B813 (see Minnesota Rules, Chapter 4714, Section 605.1.4).

21. Do not exceed the manufacturer's specifications for curvature of pipe and deflection at pipe joints. Securely close all open ends of pipe and fittings with watertight plugs when work is not in progress. Keep the interior of all pipes clean and remove any dirt or debris from joint surfaces after the pipes have been lowered into the trench. Install all valves plumb and located according to the plans.

22. Insulate the watermain at locations indicated on the plans. Provide a minimum insulation thickness of 4 inches. The insulation must be at least 4 feet wide and centered on the pipe. Install the insulation boards 6 inches above the tops of the pipes on mechanically compacted and leveled pipe bedding material. Use high density, closed cell, rigid board material equivalent to DOW Styrofoam Highload 40 Polystyrene Insulation. Individual insulation board dimensions typically measure 4' wide by 8' long by 2" thk.

SANITARY SEWER:

1. Unless otherwise indicated, use reinforced, precast, concrete maintenance holes conforming to ASTM C478, furnished with precast bases. Sanitary sewer maintenance holes shall be supplied with pre-formed inverts and flexible neoprene sleeve connections for all lateral lines 375 mm (15 inches) in diameter or less, unless otherwise indicated. Joints for all precast maintenance hole sections shall have confined, rubber "O"-ring gaskets in accordance with ASTM C443. These joints are normally used in sewers to hold infiltration and exfiltration to a practical minimum and are adequate for hydrostatic heads up to 30'. The inside barrel diameter shall not be less than 48 inches.

2. All joints and connections in the sewer system shall be gastight or watertight. Inlet and outlet connections to sewer manholes must use flexible compression joints located between 12 and 36 inches from the manhole in accordance with Minnesota Rules part 4714.719.6. Where permitted by the administrative authority as an alternate installation method, approved resilient rubber joints or waterstop gaskets may be used in order to make watertight connections to manholes and other structures (see Minnesota Rules part 4714.301.2). Use Ferrco "Concrete Manhole Adaptors" or "Large Diameter Waterstops", Press-Seal "Waterstop Grouting Rings", or approved equal. Cement mortar joints are permitted only for repairs or connections to existing lines having such joints.

3. The building sewer starts 2 feet outside of the building. See Minnesota Rules part 4714.715.1. Material installed within 2 feet of the building must be of materials approved for use inside of or within the building.

4. The exterior sanitary sewer piping must comply with the following requirements: (A) Double wyes may not be used for drainage fittings in the horizontal position (see Minnesota Rules, Chapter 4714, Section 310.5) because proper pipe slope cannot be maintained on both of the lateral branches. (B) Changes in direction in drainage piping must be made by appropriate use of wyes and bends (see Minnesota Rules, Chapter 4714, Section 706.0). When connecting any vertical drop to a horizontal run, use a wye and a 1/8 bend (45 deg), or a sanitary combo. A sanitary combo is a combination wye and a 1/8 bend combined in a single fitting. The reason is to form a long radius bend in order to insure that the waste is directed in the downstream direction as it enters the horizontal run. Tees are not allowed where the direction of flow changes from either vertical to horizontal or horizontal to horizontal.

5. Pipe: Use solid-core, Schedule 40 Polyvinyl Chloride (PVC) Plastic Pipe for all designated PVC sanitary sewer services outside of the building. The PVC pipe shall meet or exceed the industry standards and requirements as set forth by the American Society for Testing and Materials (ASTM) D1785 and D2665. Fittings must comply with ASTM D1866, D2665, or F794. Joints must be approved mechanical or push-on utilizing an elastomeric seal. Use of solvent cement joints is allowed for building services. Solvent cement joints in PVC pipe must use ASTM F656 purple primer and ANSI D2564 cement in accordance with Minnesota Rules part 4714.605.2.2. The installation must comply with ASTM D2321, which requires open-trench installation on a continuous graded bed.

6. Cleanouts: Install cleanouts on all sanitary sewer services in accordance with Minnesota Rules part 4714.719. Install cleanouts for pipes 4-inch and over in size at intervals not to exceed 100 feet in straight runs and for each aggregate horizontal change in direction exceeding 135 degrees. Cleanouts shall be of the same nominal size as the pipes they serve. Include frost sleeves and concrete thrust supports. Install a cast iron meter box frame and solid lid (Neenah R-1914-A, or approved equal) over all cleanouts.

7. Testing: Pressure test all sanitary sewer in accordance with the Minnesota Rules Sections 4714.712 and 4714.723. Concrete manholes and sewer lines shall be tested by negative pressure in accordance with ASTM C1214-19, ASTM C1244-17, or the Hydrostatic Test Method in section 1107.2.3(b). Test all flexible sanitary sewer lines for deflection after the sewer line has been installed and backfill has been in place for at least 30 days. No pipe shall exceed a deflection of 5%. If the test fails, make necessary repairs and retest.

8. Install flexible watertight frame/chimney seals on all sanitary sewer maintenance holes in order to seal the outside of the chimney from the cast iron frame down to the cone. The seal shall be a continuous seamless band made of high quality EPDM (Ethylene Propylene Diene Monomer) rubber with a minimum thickness of 65 mils. Use Internal/External Adapter Seal as manufactured by Adaptor, Inc. (www.adaptorinc.com/wp-content/uploads/2019/04/ADAP_IEManholeSeal.pdf), Infi-Shield Uni-band one piece molded sealing system as manufactured bySealing Systems, Inc. (www.ssisealingsystems.com), or approved equal.

9. Use Neenah Foundry Co. R-1642 casting with self-sealing, solid, type B lid, or approved equal, on all sanitary sewer maintenance holes. Covers shall bear the "Sanitary Sewer" label.

10. Grease Interceptor: The grease interceptor shall be readily accessible. Manhole risers for grease interceptor tanks shall be provided with a substantial, fitted, gas-tight cover of concrete, steel, cast iron or other approved material. Manhole covers shall terminate at or above grade and shall have an approved locking device. A minimum 4x6-inch permanent label shall be affixed to the manhole cover, identifying the interceptor tank with the words GREASE INTERCEPTOR.

11. Trace Wire: Install locating wires on all conductive and non-conductive storm sewer, sanitary sewer, and water lines in accordance with the Minnesota Rural Water Association (MRWA) Trace Wire Specification Guide and Details (www.mrwa.com/PDF/TracerWireSpecGuideFinalweb9.pdf). Use #12 HDPE-insulated copper-clad steel wire rated for underground service. The color of the insulating jacket shall be as follows: ground=red, storm sewer=green, sanitary sewer=green, and water lines=blue. Install the wire on the bottom side of the pipe below the spring line. Fasten the wire to the pipe with tape or plastic ties at 5' intervals. Do not wrap the trace wire around the corresponding utility. Do not connect the trace wire to existing conductive utilities. Use Copperhead Dryconn 3-Way or Locking Snake Bite connectors rated for underground direct bury applications or approved equal at all crossings or service connections. Twist on connectors are not allowed. Trace wire must be properly grounded at all dead ends and services. Install grade-level/in-ground trace wire access boxes and drive-in magnesium grounding anodes at all dead ends, services, and fire hydrants. Trace wire access boxes shall be color coded as follows: storm sewer=green, sanitary sewer=green, and water lines=blue.

12. Detectable Warning Tape: Install detectable underground warning tape directly above all underground utilities at a depth of 457 mm (18 inches) below finished grade, unless otherwise indicated. Underground warning tape shall be 3-inches wide with a minimum 5.0 mil overall thickness. Tape shall be manufactured using a 0.8 mil clear virgin polypropylene film, reverse printed and laminated to a 0.35 mil solid aluminum foil core, and then laminated to a 3.75 mil clear virgin polyethylene film. The aluminum backing makes underground assets easy to find using a non-ferrous locator. Tape shall be printed using a diagonally striped design for maximum visibility and meet the APWA Color-Code standard for identification of buried utilities. Use Pro-Line Safety Products (www.prolinesafety.com) detectable marking tape or approved equal.

13. The minimum depth of cover for sanitary sewer without insulation is 7.5 feet. Insulate sanitary sewer services at locations where the depth of cover is less than 7.5 feet. Provide a minimum insulation thickness of 4 inches. The insulation must be at least 4 feet wide and centered on the pipe. Install the insulation boards 6 inches above the tops of the pipes on mechanically compacted and leveled pipe bedding material. Use high density, closed cell, rigid board material equivalent to DOW Styrofoam Highload 40 Polystyrene Insulation. Individual insulation board dimensions typically measure 4' wide by 8' long by 2" thk.

14. Install all pipe with the ASTM identification numbers on the top for inspection. Commence pipe laying at the lowest point in the proposed sewer line. Field verify that there is positive drainage at the outfall location. Lay the pipe with the bell end or receiving groove end of the pipe pointing upgrade. When connecting to an existing pipe, uncover the existing pipe in order to allow any adjustments in the proposed line and grade before laying any pipe. Do not lay pipes in water or when the trench conditions are unsuitable for such work.

15. All saddle tee or wye fittings must provide an integrally molded pipe stop in the branch for positive protection against service pipe insertion beyond the inside of the sewer main pipe wall.

16. Terminate all new sewer stubs with a water-tight gasketed cap properly braced in order to withstand the infiltration-exfiltration test. Install grade-level/in-ground trace wire access boxes and drive-in magnesium grounding anodes at the end of all stubs.

17. Televise all existing lines prior to connection.

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Sunde Engineering, PLLC.
SUNDE ENGINEERING, PLLC.
10801 NESBITT AVENUE SOUTH
BLOOMINGTON, MINNESOTA 55437
(952) 881-3344 TELEPHONE
(952) 881-1913 FAX
www.sundecivil.com

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

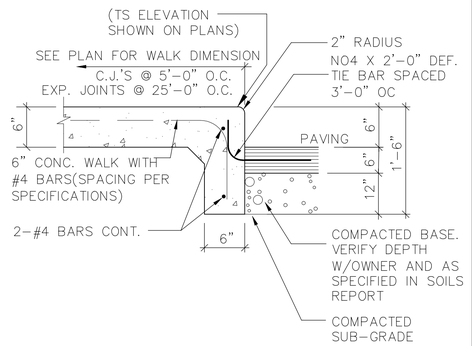
Brian H. Murdstock

Brian H. Murdstock

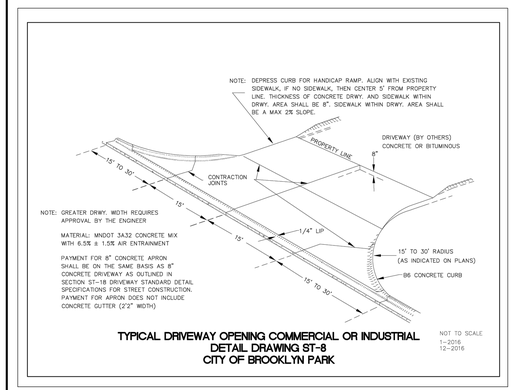
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UTILITY NOTES

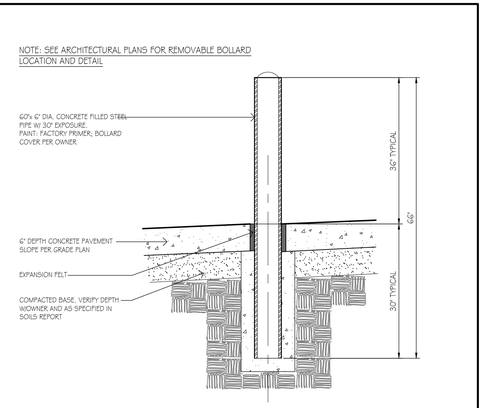
CONVENIENCE STORE 1741 - BROOKLYN PARK,



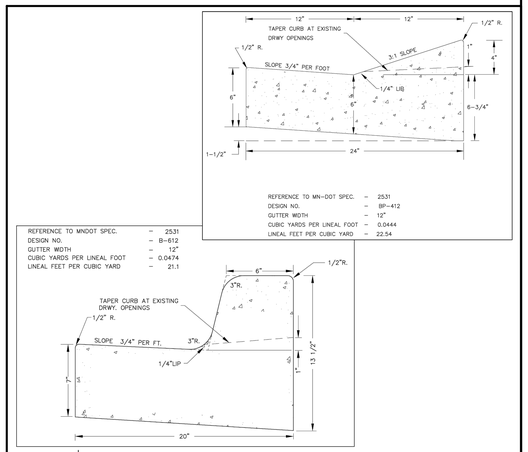
7 | C500 | SIDEWALK/ CURB DETAIL
NOT TO SCALE



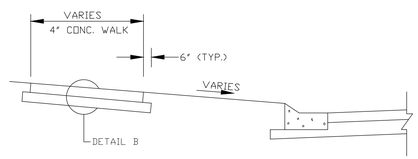
10 | C500 | CONCRETE APPROACH DETAIL
NOT TO SCALE

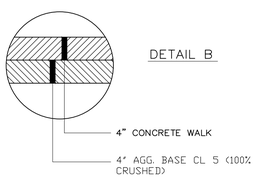


8 | C500 | 36" HEIGHT PIPE BOLLARD
SCALE - 3/8" = 1'-0"



11 | C500 | CONCRETE CURB DETAIL
NOT TO SCALE

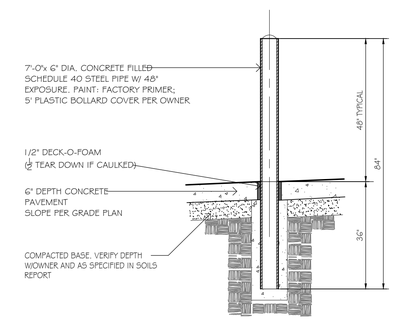




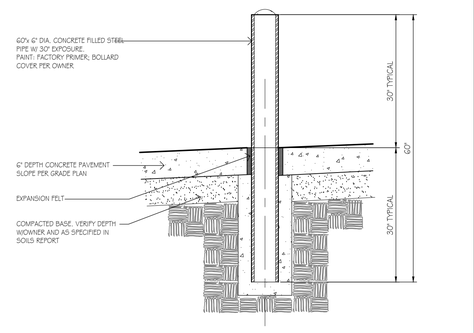
NOTES:

1. 8" THICK CONCRETE SIDEWALK AT ALL DRIVEWAYS
2. PLACE PEDESTRIAN CURB RAMPS AT ALL INTERSECTIONS.
3. PROVIDE EXPANSION JOINT MATERIAL AT MAX. 60 FOOT SPACING.
4. PROVIDE EXPANSION JOINT MATERIAL ALONG BOTH EDGES OF WALK, WHERE WALK IS CONTAINED BETWEEN FIXED OBJECTS.

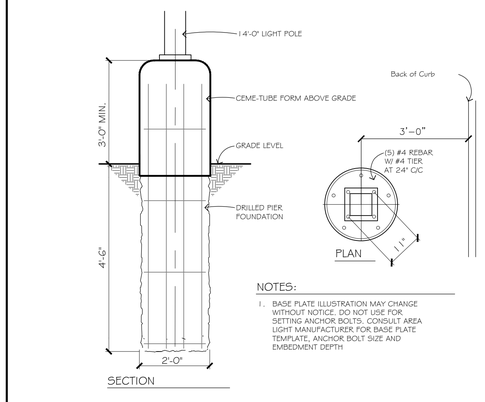
3 | C500 | CONCRETE WALK/ PAD DETAIL
NOT TO SCALE



6 | C500 | 48" HEIGHT PIPE BOLLARD
SCALE - 1/2"= 1'-0"



9 | C500 | 30" HEIGHT PIPE BOLLARD
SCALE - 3/8" = 1'-0"



NOTES:

1. BASE PLATE ILLUSTRATION MAY CHANGE WITHOUT NOTICE. DO NOT USE FOR SETTING ANCHOR BOLTS. CONSULT AREA LIGHT MANUFACTURER FOR BASE PLATE TEMPLATE, ANCHOR BOLT SIZE AND EMBEDMENT DEPTH

12 | C500 | ROUND AREALIGHT FOUNDATION
SCALE - 1/2"= 1'-0"

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INSITES
SITE PLANNING LANDSCAPE ARCHITECTURE
3131 Fernbrook Lane North, STE 260
Plymouth Minnesota 55447
763.383.8400
fax 763.383.8440

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision, and that I am a duly licensed Landscape Architect under the laws of the State of Minnesota.

Date 27FEB25 Reg. No. 19306

Signed Robert J. Mueller

SITE PLAN DETAILS

CONVENIENCE STORE 1741

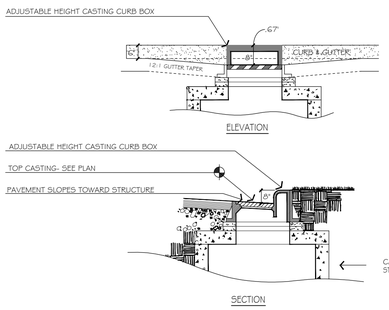
-- BROOKLYN PARK, MINNESOTA

NO.	DATE	DESCRIPTION
-	09MAY24	SUBMITTAL
-	23MAY24	CITY SUBMITTAL
-	27FEB25	RESUBMITTAL
-	28JUL25	CITY COMMENTS
-	28AUG25	CITY COMMENTS

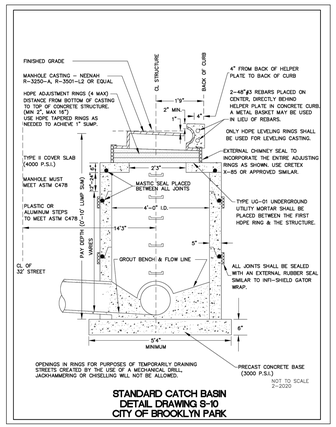
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SCALE GRAPHIC
PROJ. NO. 24-1741
DATE 10MAY2024
SHEET **C500**

INSITES 24-007 PM B.D.

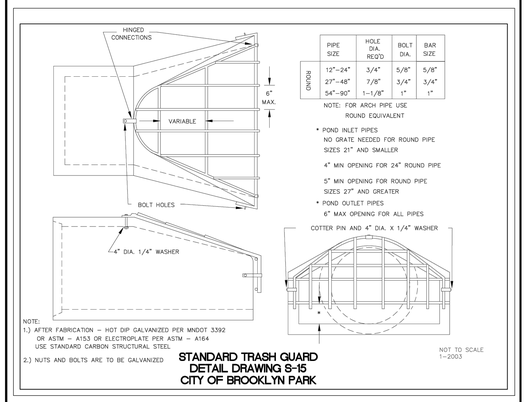
NOTE: THIS CURB CONSTRUCTION DETAIL IS TO BE USED AT LOW POINTS WHEN INDICATED ON PLAN. SEE GRADE PLAN FOR SPECIFIC CURB ELEVATIONS THAT REFLECT 8" DIFFERENCE FROM TOP OF CURB TO CASTING (SEE ACTUAL CB DETAILS FOR STRUCTURE INFO.)



4 | C501 — CURBLINE DETAIL AT CATCHBASIN CURB/PAVEMENT LOW POINTS (SPECIFIC LOCATIONS)
NOT TO SCALE

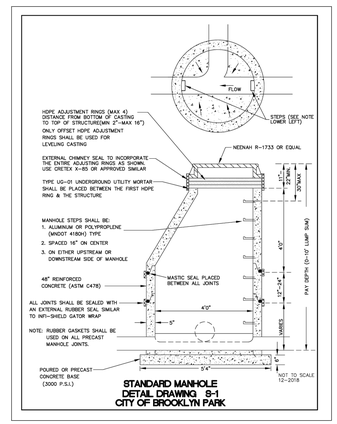


7 | C501 — STANDARD STORM SEWER CATCHBASIN
NOT TO SCALE

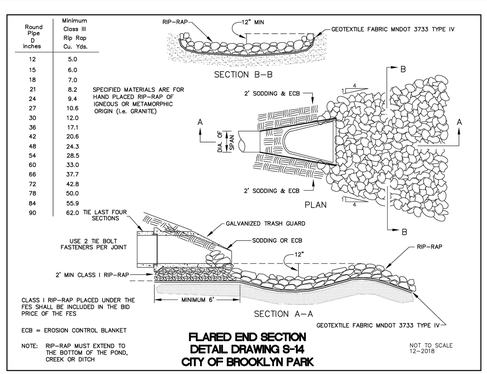


2 | C501

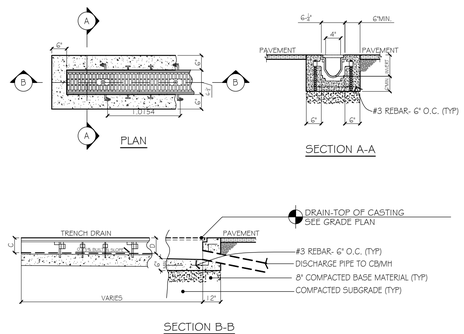
5 | C501



8 | C501 — STANDARD MANHOLE
NOT TO SCALE

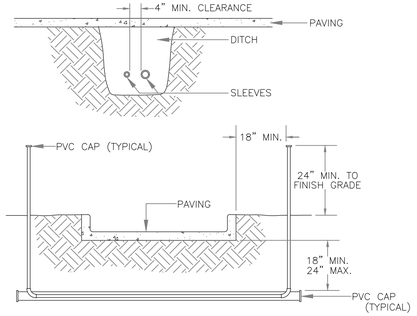


3 | C501



TRENCH SHALL BE "PERMA-TRENCH Z 886 SYSTEM- SERIES 860GN

6 | C501 — Z 886 TRENCH DRAIN DETAIL
SCALE - 1/4"= 1'-0"



NOTES:
1. ALL PVC IRRIGATION SLEEVES TO BE SCH 40 PVC PIPE.
2. ALL JOINTS TO BE SOLVENT WELDED AND WATERTIGHT.
3. WHERE THERE IS MORE THAN ONE SLEEVE, EXTEND THE SMALLER SLEEVE TO 24-INCHES MINIMUM ABOVE FINISH GRADE.
4. MECHANICALLY TAMP TO 95% PROCTOR.

9 | C501 — TYPICAL SLEEVING
NOT TO SCALE

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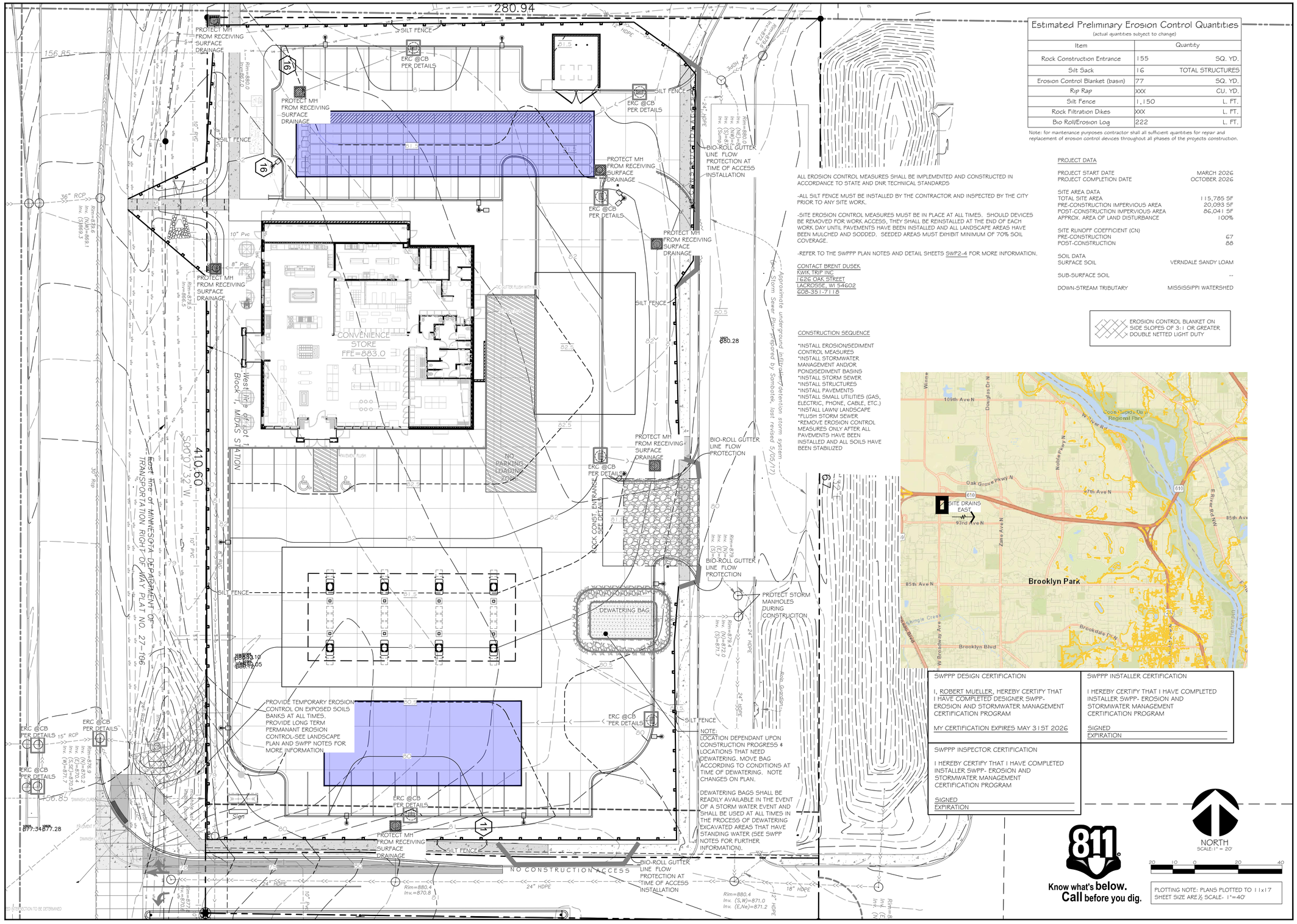
Date 27FEB25 License No. 19306
Signed Robert J. Mueller

SITE PLAN DETAILS
CONVENIENCE STORE 1741
-- BROOKLYN PARK, MINNESOTA

NO.	DATE	DESCRIPTION
-	09MAY24	SUBMITTAL
-	23MAY24	CITY SUBMITTAL
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INSITES 24-007 PM B.D.



Estimated Preliminary Erosion Control Quantities

(actual quantities subject to change)

Item	Quantity	
Rock Construction Entrance	155	SQ. YD.
Silt Sack	16	TOTAL STRUCTURES
Erosion Control Blanket (basin)	77	SQ. YD.
Rip Rap	XXX	CU. YD.
Silt Fence	1,150	L. FT.
Rock Filtration Dikes	XXX	L. FT.
Bio Roll/Erosion Log	222	L. FT.

Note: for maintenance purposes contractor shall all sufficient quantities for repair and replacement of erosion control devices throughout all phases of the projects construction.

ALL EROSION CONTROL MEASURES SHALL BE IMPLEMENTED AND CONSTRUCTED IN ACCORDANCE TO STATE AND DNR TECHNICAL STANDARDS

-ALL SILT FENCE MUST BE INSTALLED BY THE CONTRACTOR AND INSPECTED BY THE CITY PRIOR TO ANY SITE WORK.

-SITE EROSION CONTROL MEASURES MUST BE IN PLACE AT ALL TIMES. SHOULD DEVICES BE REMOVED FOR WORK ACCESS, THEY SHALL BE REINSTALLED AT THE END OF EACH WORK DAY UNTIL PAVEMENTS HAVE BEEN INSTALLED AND ALL LANDSCAPE AREAS HAVE BEEN MULCHED AND SODDED. SEEDED AREAS MUST EXHIBIT MINIMUM OF 70% SOIL COVERAGE.

-REFER TO THE SWPPP PLAN NOTES AND DETAIL SHEETS SWP2-4 FOR MORE INFORMATION.

CONTACT BRENT DUSEK
KWIK TRIP INC
1626 OAK STREET
LACROSSE, WI 54602
608-351-7118

CONSTRUCTION SEQUENCE

*INSTALL EROSION/SEDIMENT CONTROL MEASURES
*INSTALL STORMWATER MANAGEMENT AND/OR POND/SEDIMENT BASINS
*INSTALL STORM SEWER
*INSTALL STRUCTURES
*INSTALL PAVEMENTS
*INSTALL SMALL UTILITIES (GAS, ELECTRIC, PHONE, CABLE, ETC.)
*INSTALL LAWN/ LANDSCAPE
*FLUSH STORM SEWER
*REMOVE EROSION CONTROL MEASURES ONLY AFTER ALL PAVEMENTS HAVE BEEN INSTALLED AND ALL SOILS HAVE BEEN STABILIZED

PROJECT DATA

PROJECT START DATE	MARCH 2026
PROJECT COMPLETION DATE	OCTOBER 2026
SITE AREA DATA	
TOTAL SITE AREA	115,785 SF
PRE-CONSTRUCTION IMPERVIOUS AREA	20,093 SF
POST-CONSTRUCTION IMPERVIOUS AREA	86,041 SF
APPROX. AREA OF LAND DISTURBANCE	100%
SITE RUNOFF COEFFICIENT (CN)	
PRE-CONSTRUCTION	67
POST-CONSTRUCTION	88
SOIL DATA	
SURFACE SOIL	VERNDALE SANDY LOAM
SUB-SURFACE SOIL	--
DOWN-STREAM TRIBUTARY	MISSISSIPPI WATERSHED

EROSION CONTROL BLANKET ON SIDE SLOPES OF 3:1 OR GREATER DOUBLE NETTED LIGHT DUTY

SWPPP DESIGN CERTIFICATION

I, ROBERT MUELLER, HEREBY CERTIFY THAT I HAVE COMPLETED DESIGNER SWPP-EROSION AND STORMWATER MANAGEMENT CERTIFICATION PROGRAM

MY CERTIFICATION EXPIRES MAY 31 ST 2026

SWPPP INSTALLER CERTIFICATION

I HEREBY CERTIFY THAT I HAVE COMPLETED INSTALLER SWPP- EROSION AND STORMWATER MANAGEMENT CERTIFICATION PROGRAM

SIGNED
EXPIRATION

SWPPP INSPECTOR CERTIFICATION

I HEREBY CERTIFY THAT I HAVE COMPLETED INSTALLER SWPP- EROSION AND STORMWATER MANAGEMENT CERTIFICATION PROGRAM

SIGNED
EXPIRATION

Know what's below. Call before you dig.

NORTH
SCALE: 1" = 20'

20 10 0 20 40

PLOTTING NOTE: PLANS PLOTTED TO 11x17 SHEET SIZE ARE ½ SCALE: 1"=40'

KWIK TRIP
KWIK STAR

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Date 27FEB25 Lic. 19306
Signed
Robert J. Mueller

EROSION CONTROL PLAN
CONVENIENCE STORE 1741
-- BROOKLYN PARK, MINNESOTA

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-	09MAY24	SUBMITTAL
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PROJ. NO. 24-1741
DATE 10MAY2024
SHEET C600

INSITES 24-007 PM B.D.

GENERAL STORMWATER POLLUTION PREVENTION:

Apply for and obtain the General Storm Water Permit for Construction Activity from the Minnesota Pollution Control Agency.

Storm Water Pollution Prevention Plan (SWPPP): The SWPPP includes this narrative, Plan Sheets C500-501 and CG00, and the Storm water Management Calculations. Keep a copy of the SWPPP, all changes to it, and inspections and maintenance records at the site during the construction. During the construction process the SWPPP will have to be amended to the changes performed by the contractor. the owner shall be aware of the amendments prior to changes made in the SWPPP. All notes, photographs, recorded dates, sketches, references, and diagrams will have to be recorded and made available as part of the SWPPP permit.

Individual(s) preparing the SWPPP for the project, overseeing implementation of the SWPPP, revising and amending the SWPPP, and at least one individual on the project performing installation, inspection, maintenance, and repairs of BMP's must be trained. The training must be done by a local, state, federal agencies; professional organization; or other entities with expertise in erosion prevention, sediment control, or permanent Storm water management. Training information and those certified must be noted in the SWPPP. Documentation of this information must be included in the SWPPP or made available within 72 hours. All trained individuals must be identified, including DESIGNER, INSTALLER and INSPECTOR.

Responsible Parties: The contractor must designate a person knowledgeable and experienced in the application of erosion prevention and sediment control BMPs who will oversee the implementation of the SWPPP, and the installation, inspection, and maintenance of the erosion prevention and sediment control BMPs before and during construction.

CONTACT BRENT DUSEK
KWIK TRIP INC
1626 OAK STREET
LACROSSE, WI 54602
608-351-7118

The owner is responsible for identifying who will have responsibility for the long term operation and maintenance of the permanent storm water management systems.

SITE INVESTIGATION, INSTALLATION, IMPLEMENTATION :

Contractor shall ensure a trained person will oversee the installation of all devices. Name and certification of individual(s) responsible for installation shall be in the SWPPP. those individuals include those overseeing implementation and/or performing or supervising the installation.

1. Prior to any work, contractor shall visit the site, document existing conditions as necessary(photos, notes, etc) and note existing drainage patterns on and off site that are related to the project. Installer and inspector of the SWPPP shall determine on site if there are additional ways to create buffer zones and or phasing of the project construction to limit the extent of exposed soils. If this is determined to be helpful, the SWPPP shall be amended accordingly. These notes and changes shall be part of the SWPPP.

2. Install all temporary erosion and sediment control measures including silt fence, rock construction entrance(s), erosion control berms, rock filters, silt sacks, rock /earth berms, and sedimentation basins. Protect all receiving waters, catch basins, ditches, inlets etc. in and around the site. All protective and preventative measures must be in place and inspected prior to beginning site clearing, grading, or other land-disturbing activity.

3. Prior to beginning site clearing and grading, protect all storm sewer inlets that receive runoff from disturbed areas. In order to prevent sediment from leaving the site and entering the downstream storm sewer system, seal all storm sewer inlets that are not needed for site drainage during construction. Protect all other storm sewer inlets by installing sediment control devices, such as silt sacks, or rocked filtration logs/weirs. Straw bales or fabric under the grates are not acceptable forms of inlet protection. Protect new storm sewer inlets as they are completed. Maintain storm sewer inlet protection in place until all sources with potential for discharging to the inlets are stabilized.

4. Before beginning construction, install a TEMPORARY ROCK CONSTRUCTION ENTRANCE at each point where vehicles exit the construction site When at all possible contractor shall designate only one access point for vehicles entering and exiting the site. The rock on the entrance will have to be inspected daily and replaced or rock supplemented by the contractor when over 50% of the voids in the rock are filled. A cleaning station should be made available to drivers and visibly signed to see. Provide shovels, brooms and/or hose with a wash out area so soils can be removed from vehicles on site.

5. Avoid entire removal of trees and surface vegetation all at once whenever possible as this limits the amount of site susceptible to erosion. Schedule construction zones and note this on the SWPPP in order to expose the smallest practical area of soil at any given time. Utilize vegetation removed by on site grinding and mulching and using this material to protect the soil from erosion.

6. Areas That Discharge to Special or Impaired Waters: As a general rule for areas draining less than 10 acres, additional or alternative measures shall take place which include but are not limited to installing multiple lines of silt fence, constructing small basins/sediment collection ditches, vegetative strips, tarps, mulching or forms of temporary vegetation. Following initial soil disturbance or re-disturbance, complete permanent or temporary stabilization against erosion due to rain, wind, and running water within 7 calendar days on all disturbed or graded areas. This requirement does not apply to those areas that are currently being used for material storage on a daily basis or for those areas on which grading, site building, or other construction activities are actively underway. Provide temporary cover on all stacked topsoil piles, and other areas of stockpiled excavated material in order to prevent soil erosion and rapid runoff during the construction period. Stockpiles can be mulched,covered with poly or fabric, and or seeded during prolonged exposure. Prolonged periods of open, bare earth without grass cover will not be permitted. Stabilize all disturbed green-space areas with a minimum of 4" topsoil immediately after final sub-grade completion. Seed and mulch, or sod and protect these areas within 48 hours after completion of final grading work (weather permitting). Stabilize all disturbed areas to be paved using early application of gravel base. Stabilize the normal wetted perimeter of any temporary or permanent drainage ditch that conveys water from the construction site, or diverts water around the construction site, within 200 lineal feet from the property edge, or within 200 feet from the point of discharge to any surface water. Stabilize temporary or permanent drainage ditches within 24 hours of connecting to a surface water. Protect outfalls minimum of 200feet down stream and to the side of the discharge point. Additional settling "pots" achieved by filter logs or filtered stick bales staked in the channel will dissipate the water energy. Provide pipe outlets with temporary or permanent energy dissipation within 24 hours of connection to a surface water.

7. Receiving Waters - It is the contractors responsibility to inspect the site discharge point as well as downstream to the receiving body of water(pond, lake, stream, etc.) on a regular basis including after each storm event and document if any differences or changes in normal in discharge and if material is leaving the construction site. If so it shall be documented and removed immediately. Contractor shall be aware of DNR "water restrictions" during specified fish spawning time frames and all exposed soil areas that are within 200 feet of the waters edge, and drain to these waters must complete the stabilization activities within 24 hours of the restriction period.

NOTE: ALL EROSION AND SEDIMENT CONTROL DEVICES WILL BE CHECKED BY THE CONTRACTOR AFTER EACH STORM EVENT AND BE MAINTAINED, OR IMPROVED UPON AFTER EVERY STORM EVENT TO ENSURE ADEQUATE PERFORMANCE.

POLLUTION CONTROL:

1. Designate a Concrete Wash-out and truck wash area:
   Make it visible in the field to vehicle operators and note this on the SWPPP.

   a. When washouts occur on the site, concrete washout water must be contained in a leak-proof containment facility or impermeable liner. Liquid and solid wastes may not touch the ground and there must not be runoff from the concrete washout operations or areas.

   b. Limit external washing of trucks and other construction vehicles to a defined area preferably before the construction access/exit point. Wash vehicles only on an area stabilized with stone that drains into an approved sediment trapping device. Contain runoff and properly dispose of waste. Engine degreasing is prohibited.

2. Solid Waste: Properly dispose of collected sediment, asphalt and concrete millings, floating debris, paper, plastic, fabric, construction and demolition debris, and other wastes in compliance with Minnesota Pollution Control Agency requirements.

3. Hazardous Materials: Properly dispose of all waste and unused building materials (including garbage debris, cleaning wastes, oil, gasoline, paint, wastewater, toxic materials, and hazardous materials) off-site. Do not allow waste and unused building materials to be carried by runoff into a receiving channel or storm sewer system. Properly store oil, gasoline, paint, and other hazardous materials in order to prevent spills, leaks, or other discharge. Include secondary containment. Restrict access to storage areas in order to prevent vandalism. Storage and disposal of hazardous materials must be in compliance with MPCA regulations.

4. Machinery: and mechanized equipment that leaks waste shall have a protective barrier or containment under the device adequate to contain the waste. Properly dispose of the waste.

5. Emergency spill station: Contractor shall locate and sign an emergency spill station that has necessary containment or cleanup devices for all workers to access.

EROSION CONTROL :

Apply necessary moisture to the construction area and haul roads to prevent the spread of dust.

Contractor shall utilize coarsely ground wood and tree mulches to cover exposed soils. Mulches shall be stored on site to supplement and use in problem areas during all phases of the construction project.

Contractor shall uses star tack or other organic substances in situations to prevent soil from eroding away by wind or rain.

Whenever possible contractor shall grade areas of soil to limit potential of erosion, to include tracking perpendicular to fall line of grades as well as diverting water flows from problematic areas on the site.

Seeding, fiber blankets, poly/tarps or cover mulches, disked mulches and compost can be used to cover temporarily exposed areas from wind and rain. Other methods by the contractor shall be documented in the SWPPP.

SEDIMENT CONTROL:

Inlet Sediment Control Protection Devices:
The following area approved Inlet Sediment Control Devices:

a. Road Drain Top Slab Model RD 23 (fits rough opening for 2'x3' inlet), Road Drain Top Slab Model RD 27 (fits rough opening for 27" inlet), or Road Drain Top Slab Model CG 3067 (fits Neenah Casting with 35-1/4"x17-3/4" dimensions) manufactured by:
WIMCO
799 Theis Drive
Shakopee, MN, 55379
Phone (952) 233-3055
or approved equal

b. Silt Sack manufactured by:
ACF ENVIRONMENTAL
2831 Cardwell Road
Richmond, VA, 23234
Phone (800) 448-3636
or approved equal

c. InfraSafe Sediment Control Barrier. Install geotextile sock on the outside of the barrier in order to trap additional fines. Standard frames are available to fit 24" to 30" diameter and 2'x3' openings.
Distributed by:
ROYAL ENTERPRISES AMERICA
30622 Forest Boulevard
Stacy, MN, 55079
Phone (651) 462-2130
or approved equal

d. Ridge Bag Rock Log. Use rock logs only for curb inlets after pavement is in place.
Manufactured by RED BARN RIDGE, 3135
County Road 136, Saint Cloud, MN, 35301
Phone (320) 253-3744
or approved equal

e. Inflatable drain plugs by Interstate Products www.interstateproducts.com or approved equal

Riprap:
Place a 450 mm (18 inch) thick layer of MNDOT 3601 Class III riprap onto a 225 mm (9 inch) thick layer of MNDOT 3601.2.B granular filter material at locations indicated on the plan in accordance with MNDOT 2511. Install two layers of MNDOT 3733 Type IV Geotextile fabric beneath the granular filter material. At pipe outfalls configure the installation as shown on MNDOT Standard Plate No. 3133C for the size of pipe indicated and extend the geotextile fabric under the culvert apron a minimum of 3 feet. For pipe sizes smaller than 300 mm (12 inch) diameter, the minimum quantity of riprap and filter blanket shall be no less than that required for 300 mm (12 inch) diameter pipes.

Silt Fence:
Install silt fence along the contour (on a level horizontal plane) with the ends turned up (J-hooks) in order to help pond water behind the fence. Install the silt fence on the uphill side of the support posts. Provide a post spacing of 1.2 m (4 feet) or less. Drive posts at least 0.6 m (2 feet) into the ground. Anchor the silt fence fabric in a trench at least 152 mm (6 inches) deep and 152 mm (6 inches) wide dug on the up-slope side of the support posts. Lay the fabric in the trench and then backfill and compact with a vibratory plate compactor. Make any splices in the fabric at a fence post. At splices, overlap the fabric at least 152 mm (6 inches), fold it over, and securely fasten it to the fence post. Silt fence supporting posts shall be 51 mm (2 inch) square or larger hardwood, pine, or standard T- or U-section steel posts. T- or U-section steel posts shall weigh not less than 1.8602 kg per meter (1.25 lb per lineal foot). Posts shall have a minimum length of 1524 mm (5 feet). Posts shall have projections to facilitate fastening the fabric and prevent slippage. Geo-textile fabric shall meet the requirements of MNDOT Standard Specification 3886 for pre-assembled silt fence, furnished in a continuous roll in order to avoid splices. Geo-textile fabric shall be uniform in texture and appearance and have no defects, flaws, or tears. The fabric shall contain sufficient ultraviolet (UV) ray inhibitor and stabilizers to provide a minimum two-year service life outdoors. Fabric color shall be international orange. In high traffic areas contractor shall reinforce silt fence with wire fencing and metal posts. extreme circumstances will require temporary concrete median sections to support material backing of stock piled soil or filled earth.

Install silt-fence, or other effective sediment controls, around all temporary soil stockpiles. Locate soil or dirt stockpiles containing more than 10 cubic yards of material such that the down-slope drainage length is no less than 8 m (25 feet) from the toe of the pile to a roadway or drainage channel. If remaining for more than seven days, stabilize the stockpiles by mulching, vegetative cover, tarps, or other means. Control erosion from all stockpiles by placing silt fence barriers around the piles. During street repair, cover construction soil or dirt stockpiles located closer than 8 m (25 feet) to a roadway or drainage channel with tarps, and protect storm sewer inlets with silt sacks or staked silt-fence. Do not stock pile soil or material near catch basins or drainage ways.

Temporary Rock Construction Entrance:
Use 25 mm (1 inch) to 50 mm (2 inch) diameter rock, MNDOT Standard Specification 3137 CA-1, CA-2, CA-3, or equal Coarse Aggregate. Place the aggregate in a layer at least 152 mm (6 inches) thick across the entire width of the entrance. Extend the rock entrance at least 15 m (50 feet) into the construction zone. Use a MNDOT Standard Specification 3733 Type V permeable geo-textile fabric material beneath the aggregate in order to prevent migration of soil into the rock from below. Maintain the entrance in a condition that will prevent tracking or flowing of sediment onto paved roadways. Provide periodic top dressing with additional stone as required. Close entrances not protected by temporary rock construction entrances to all construction traffic.

Temporary Sediment Basins
In the construction process or if noted on the plan the contractor shall construct temporary sediment basin(s). the basin shall be constructed before other construction starts. As per general rule the sediment basin shall be sized appropriately to a capacity related to the drainage area on a ratio of 3,600 cubic feet of sediment storage per acre of drainage zone entering the basin. Sediment basins shall be fenced if side slope exceed 4:1. Basins shall be inspected after every rainfall even. Sediment shall be removed at time of 1/2 the wetted volume/depth if filled. Sediment material shall be removed and stabilized. If changes to the basin are made, document and amend the SWPPP.

DEWATERING:

If de-watering is required and sump pumps are used, all pumped water must be discharged through an erosion control facility (temporary sedimentation basin, grit chamber, sand filter, up-flow chamber, hydro-cyclone, swirl concentrator, de-watering bag-not less than 100NTU's or other appropriate facility). Contractor shall allow silt and sediment to settle out in sediment basin prior to discharge and leaving the construction site. Proper energy dissipation must be provided at the outlet of the pump system. Discharge clear water only to vegetated areas, and must be discharged in a manner that does not cause nuisance conditions such as erosion in receiving channels or down slope properties. To achieve better separation of the material suspended in the water where soils are high in clay content, a biodegradable not toxic flocculent agent may be required.

If the contractor determines that de-watering will be necessary, a de-watering plan may have to be submitted to the watershed and/or DNR by the contractor for approval. A trench permit may also have to be submitted and will be the responsibility of the contractor. Water pumped from the site shall be pumped and treated for water quality per watershed and/or DNR.

Wet Basin gravity fed draw down shall be performed with a floating head intake "Faircloth skimmer" or similar device to remove clear un-silted water column in the ponds or temporary basins or excavated areas. Should areas need to be pumped contractor shall use a "Hale floating pump" to drawn down areas below gravity fed inverts.

For more information and materials on de-watering go to by Interstate Products www.interstateproducts.com www.haleproducts.com and www.fairclothskimmer.com

INSPECTIONS-MAINTENANCE-DAILY RECORD-AMEND THE SWPP PLAN

Contractor must ensure that a trained person will oversee and inspect the construction site at least once every 7 days during active construction and within 24 hours after rainfall events greater that 0.5 inches in 24 hours.. Following an inspection that occurs within 24 hours after a rainfall event, the next inspection must be conducted within 7 days after the rainfall event. Note date and time in the SWPPP documents and name of person doing the inspections. Any changes made as the result of the inspection must be documented in the SWPPP.

1. Inspect all erosion and sediment control devices, stabilized areas, and infiltration areas on a daily basis until land-disturbing activity has ceased. Thereafter, inspect at least on a weekly basis until vegetative cover is established. Inspect all erosion and sediment control devices, stabilized areas, and infiltration areas within 24 hours after a rainfall event greater than 0.5 inches in 24 hours. Remove accumulated sediment deposits from behind erosion and sediment control devices as needed. Do not allow sediment to accumulate to a depth of more than one-third of the height of the erosion and sediment control devices. Immediately replace deteriorated, damaged, rotted, or missing erosion control devices. Document inspections and dates of rainfall events. Maintain a written log of all inspection, maintenance, and repair activities related to erosion and sediment control facilities. All nonfunctional BMPs must be repaired, replaced, or supplemented with functional BMPs within 24 hours after discovery, or as soon as field conditions allow access.

2. All inspections and maintenance activities must be recorded in writing DAILY in a detailed record(notes, photographs, sketches, etc, and kept with the SWPPP.

3. Remove all soils and sediments tracked or otherwise deposited onto adjacent property, pavement areas, sidewalks, streets, and alleys. Removal shall be on a daily basis throughout the duration of the construction. Clean paved roadways by shoveling or wet-sweeping. Do not dry sweep. If necessary, scrape paved surfaces in order to loosen compacted sediment material prior to sweeping. Haul sediment material to a suitable disposal area. Street washing is allowed only after sediment has been removed by shoveling or sweeping.

4. All soil hauled from the site shall be accounted for and documented in the SWPP. Its final destination and how the soil has been stored and stabilized.

5. Maintain all temporary erosion and sediment control devices in place until the contributing drainage area has been stabilized (hard-surfaced areas paved and vegetation established in green-space). Repair any rilling, gully formation, or washouts. After final establishment of permanent stabilization, remove all temporary synthetic, structural, and non-biodegradable erosion and sediment control devices and any accumulated sediments. Dispose-of off site. Restore permanent sedimentation basins to their design condition immediately following stabilization of the site.

6. Clean sedimentation basins, storm sewer catch basins, ditches, and other drainage facilities as required in order to maintain their effectiveness. Temporary and permanent sedimentation basins must be drained and the sediment removed when the depth of sediment collected in the basin reaches 1/2 of the storage volume. Drainage and removal must be completed within 72 hours, or as soon as field conditions allow access.

7. Inspect infiltration areas to ensure that no sediment from ongoing construction activities is accumulating. Remove sediment immediately ensuring sub-soils are not compacted by machinery.

8. Every vehicle shall not track material off-site. Clean the wheels of construction vehicles in order to remove soils before the vehicles leave the construction site. Wash vehicles only on an area stabilized with stone that drains into an approved sediment trapping device.

9. Reinforce erosion control facilities in areas where concentrated flows occur (such as swales, ditches, and areas in front of culverts and catch basins) by backing them with snow fence, wire mesh, or stiff plastic mesh reinforcement until paving and turf establishment operations have been completed. Posts for the reinforcing fence shall be 100 mm (4 inch) diameter wood posts, or standard steel fence posts weighing not less than 0.59 kg (1.3 lbs) per lineal foot, with a minimum length of 762 mm (30 inches) plus burial depth. Space posts for the reinforcing fence at intervals of 3 m (10 feet) or less. Drive posts for the reinforcing fence at least 0.6 m (2 feet) into the ground.

GENERAL SOIL STABILIZATION:
(SEE LANDSCAPE PLAN FOR MORE INFORMATION)

Establishment of lawn, prairie/wildflower and/or plant bed areas will be noted on the landscape plan to ensure stabilization of soils, re-staking of sod where applicable, proper watering and mulch maintenance will be required. Inspect seeded or sodded areas on a timely day-to-day basis. In the event of a seeding failure, reseed and re-mulch the areas where the original seed has failed to grow and perform additional watering as necessary at no additional cost to the Owner. Special maintenance provisions for wild and prairie grass seeded areas as noted in the landscape plan. Promptly replace all sod that dries out to the point where it is presumed dead and all sod that has been damaged, displaced, weakened, or heavily infested with weeds at no additional cost to the Owner.

In areas to be temporarily seeded, use seed mixture equivalent to MNDOT No. 21-113 (Soil Building Cover Crop). Apply seed mixture at a rate of 110 lb per acre in accordance with MNDOT Standard Spec. 3876-1. For permanent turf stabilization (not sodded) use seed mixture equivalent to MNDOT No. 25-131(Low Maintenance Turf). Apply seed mixture at a rate of 220 lb per acre in accordance with MNDOT Standard Spec. 3876-1. For permanent installations incorporate a fertilizer (slow release type with 10 week residual) consisting of 23-0-30 (%N-P-K) into the soil at an application rate of 200 lbs per acre by disking prior to seeding. In problematic areas it may be necessary to us a low phosphorus organic fertilizer in cases where seeds may not germinate. If this is the case, seed and fertilizer shall be disked into the surface and mulched properly to ensure germination and uptake of the Phosphorus by the seed.

For additional reference see MNDOT Standard Spec. Table 3876-1 for season of planting introduced seed mixtures. To ensure adequate germination of the seed the work will be performed as follows:
Spring- from April 1 through May 15.
Fall- from August 15 to September 20.
After September 20, wait until October 30 to perform dormant seeding. Dormant seeding will only be allowed if the maximum soil temperature at a depth of 25 mm (1 inch) does not exceed 4.44 degrees C (40 degrees F) in order to prevent germination.

In seeded areas with slopes steeper than 3:1 and lengths less than 15 meters (50 feet), install biodegradable erosion control blankets uniformly over the soil surface by hand within 24 hours after seeding in accordance with manufacturers recommendations. Use MNDOT Standard Spec. 3885 Straw 1S, or Wood Fiber 1S type blanket.

NOTE: THE PROJECT'S LANDSCAPE PLAN IS PART OF THE SWPP FOR SOIL STABILIZATION. REFERENCES SHALL BE MADE TO THE APPROVED LANDSCAPE PLAN. AMENDMENTS TO THE LANDSCAPE PLAN SHALL BE APPROVED BY THE OWNER AND DOCUMENTED AS PART OF THE SWPP

SWPPP DESIGN CERTIFICATION	SWPPP INSTALLER CERTIFICATION	SWPPP INSPECTOR CERTIFICATION
I, Robert Mueller, hereby certify that I have completed designer SWPP-Erosion and Stormwater Management Certification Program My certification expires May 2023	I hereby certify that I have completed Installer SWPP- Erosion and Stormwater Management Certification Program signed expiration	I hereby certify that I have completed Inspector SWPP- Erosion and Stormwater Management Certification Program signed expiration

KWIK TRIP
KWIK STAR

KWIK TRIP, Inc.
P.O. BOX 2107
1626 OAK STREET
LACROSSE, WI 54602-2107
PH. (608) 781-8988
FAX (608) 781-8960

INSITES
SITE PLANNING LANDSCAPE ARCHITECTURE
3131 Fernbrook Lane North, STE 260
Plymouth Minnesota 55447
763.383.8400
fax 763.383.8440

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision, and that I am a duly licensed Landscape Architect under the laws of the State of Minnesota.

Date 27FEB25 License No. 19306
Signed Robert J. Mueller

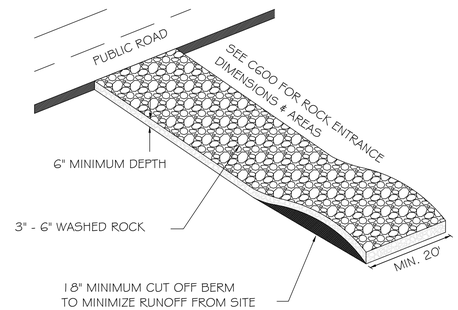
EROSION CONTROL NOTES
CONVENIENCE STORE 1741
-- BROOKLYN PARK, MINNESOTA

NO.	DATE	DESCRIPTION
-	09MAY24	SUBMITTAL
-	23MAY24	CITY SUBMITTAL
-	27FEB25	RESUBMITTAL
-	28JUL25	CITY COMMENTS
-	28AUG25	CITY COMMENTS

DRAWN BY
SCALE GRAPHIC
PROJ. NO. 24-1741
DATE 10MAY2024
SHEET C601

INSITES 24-007 PM B.D.

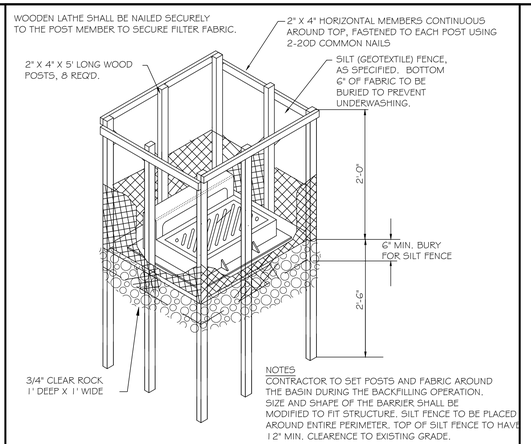
NOTE- ROCK ENTRANCE DIMENSIONS MAY VARY AND MUST MEET MUNICIPAL REQS.



1 8" MINIMUM CUT OFF BERM TO MINIMIZE RUNOFF FROM SITE

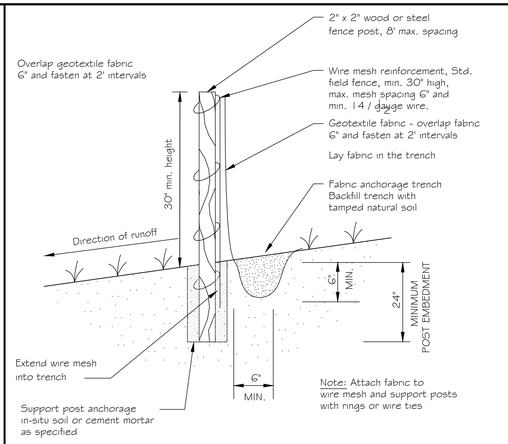
FILTER FABRIC SHALL BE PLACED UNDER ROCK TO STOP MUD MIGRATION THROUGH ROCK.

1 | C602 ROCK CONSTRUCTION ENTRANCE



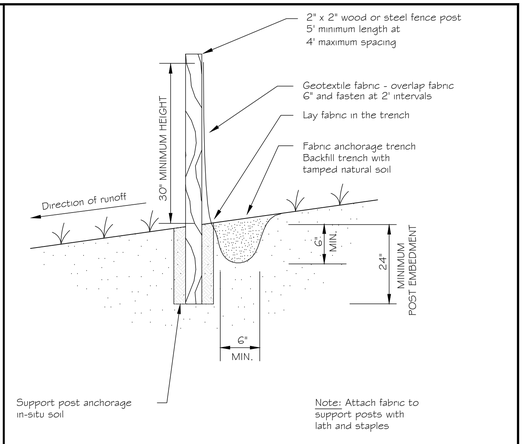
NOTES
CONTRACTOR TO SET POSTS AND FABRIC AROUND THE BASIN DURING THE BACKFILLING OPERATION. SIZE AND SHAPE OF THE BARRIER SHALL BE MODIFIED TO FIT STRUCTURE. SILT FENCE TO BE PLACED AROUND ENTIRE PERIMETER. TOP OF SILT FENCE TO HAVE 12" MIN. CLEARENCE TO EXISTING GRADE.

2 | C602 EROSION CONTROL AROUND CATCH BASIN



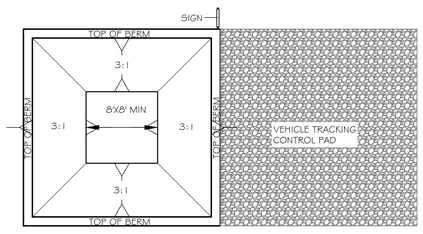
Note: Attach fabric to wire mesh and support posts with rings or wire ties

3 | C602 HEAVY DUTY SILT FENCE

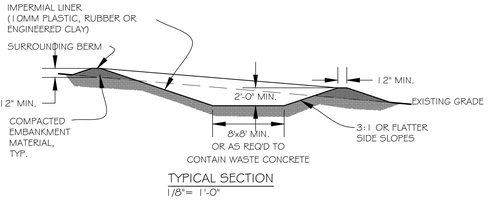


Note: Attach fabric to support posts with lath and staples

4 | C602 SILT FENCE



PLAN
1/8"= 1'-0"



TYPICAL SECTION
1/8"= 1'-0"

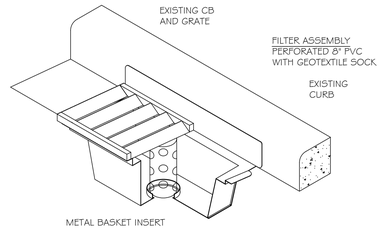
CONCRETE WASHOUT AREA INSTALLATION NOTES

1. SEE EROSION CONTROL PLAN FOR LOCATIONS OF CONCRETE WASHOUT AREA(S). TO BE PLACED A MIN. OF 50' FROM DRAINAGEWAYS, BODIES OF WATER, AND INLETS.)
2. THE CONCRETE WASHOUT AREA(S) SHALL BE INSTALLED PRIOR TO ANY CONCRETE PLACEMENT ON SITE.
3. VEHICLE TRACKING CONTROL PAD IS REQ'D AT THE ACCESS POINT(S).
4. SIGNS SHALL BE PLACED AT THE CONSTRUCTION ENTRANCE, AT THE WASHOUT AREA(S), AND ELSEWHERE AS NECESSARY TO CLEARLY INDICATE THE LOCATION OF THE CONCRETE WASHOUT AREAS TO OPERATORS OF CONCRETE TRUCKS AND PUMP RIGS.
5. EXCAVATED MATERIAL SHALL BE UTILIZED IN PERIMETER BERM CONSTRUCTION.

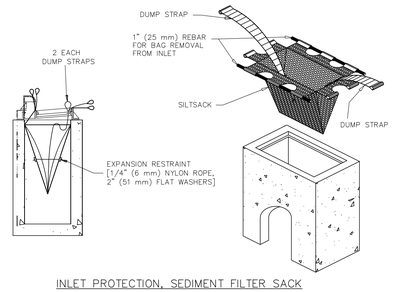
CONCRETE WASHOUT AREA MAINTENANCE NOTES

6. THE CONCRETE WASHOUT AREA SHALL BE REPAIRED AND ENLARGED OR CLEANED OUT AS NECESSARY TO MAINTAIN CAPACITY FOR WASTED CONCRETE
7. AT THE END OF CONSTRUCTION, ALL CONCRETE SHALL BE REMOVED FROM SITE AND DISPOSED OF AT AN APPROVED WASTE SITE.
8. WHEN CONCRETE WASHOUT AREA(S) IS REMOVED, THE DISTURBED AREA SHALL BE STABILIZED PER SITE EROSION CONTROL MEASURES.
9. INSPECT WEEKLY AND DURING AND AFTER ALL STORM EVENTS. CLEAN-OUT OR COVER WASHOUT AREA PRIOR TO PREDICTED STORM EVENTS TO PREVENT OVER-FLOW.

5 | C602 CONCRETE WASHOUT AREA



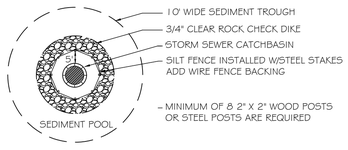
INLET PROTECTION, METAL BASKET TYPE



INLET PROTECTION, SEDIMENT FILTER SACK

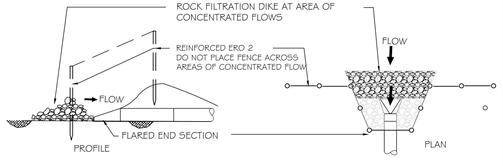
6 | C602 INLET PROTECTION AT CATCH BASIN

A. EROSION CONTROL AROUND BEEHIVE BASINS

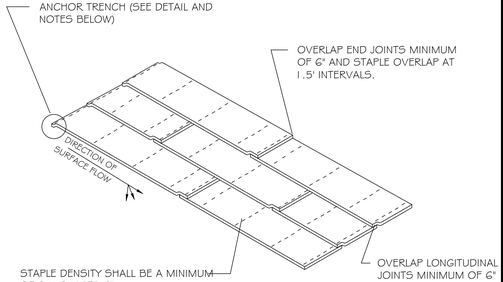


PLAN

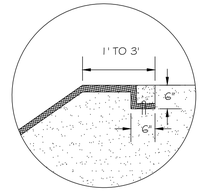
B. EROSION CONTROL AT FLARED END SECTION
TOP OF SILT FENCE TO BE LOWER THAN LOWEST ADJACENT OVERFLOW



7 | C602 EROSION CONTROL FOR OPEN SPACE CATCH BASINS AND FLARED-END SECTIONS



ANCHOR TRENCH
1. DIG 6" X 6" TRENCH
2. LAY BLANKET IN TRENCH
3. STAPLE AT 1.5' INTERVALS
4. BACKFILL WITH NATURAL SOIL AND COMPACT
5. BLANKET LENGTH SHALL NOT EXCEED 100' WITHOUT AN ANCHOR TRENCH



8 | C602 EROSION CONTROL BLANKET INSTALLATION

KWIK TRIP
KWIK STAR

KWIK TRIP, Inc.
P.O. BOX 2107
1626 OAK STREET
LACROSSE, WI 54602-2107
PH. (608) 781-8988
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INSITES
SITE PLANNING LANDSCAPE ARCHITECTURE
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Plymouth Minnesota 55447
763.383.8400
fax 763.383.8440

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Date 27FEB25 License No. 19306

Signed Robert J. Mueller

EROSION CONTROL NOTES

CONVENIENCE STORE 1741

-- BROOKLYN PARK, MINNESOTA

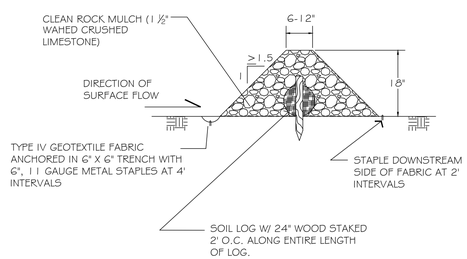
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PROJ. NO. 24-1741
DATE 10MAY2024
SHEET C602

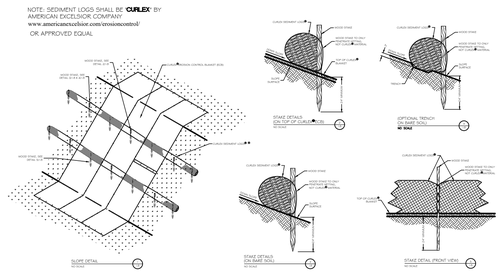
INSITES 24-007 PM B.D.

I. ROCK WEEPER @ MINIMAL WATER FLOWS

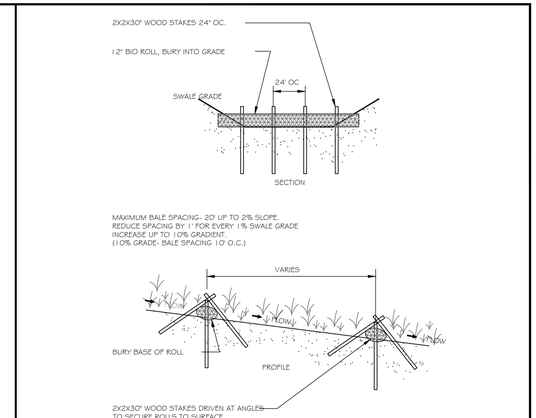
II. BIO WEEPER @ CONCETRATED FLOWS



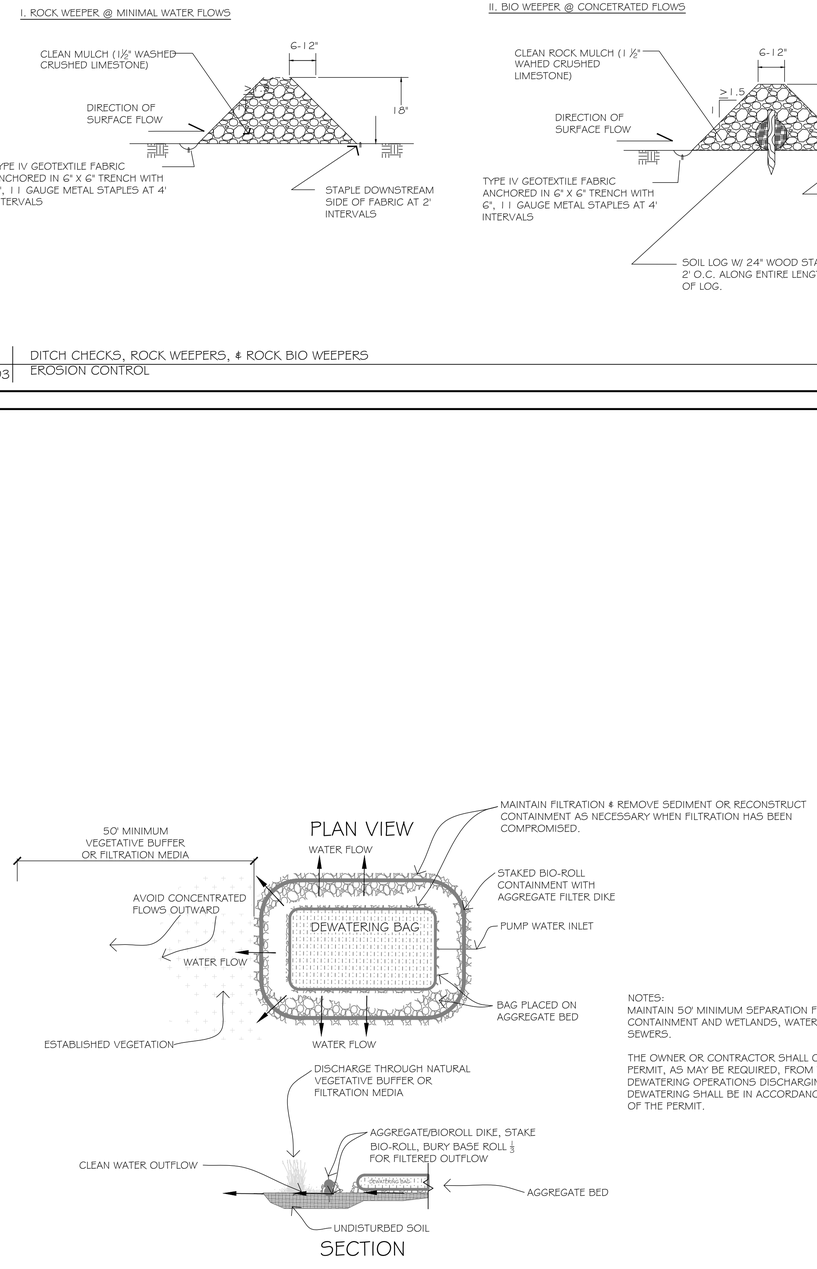
1 | C603 | DITCH CHECKS, ROCK WEEPERS, & ROCK BIO WEEPERS
EROSION CONTROL



2 | C603 | BIO ROLL INSTALLATION



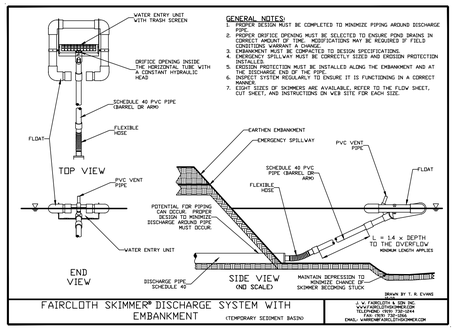
3 | C603 | DITCH CHECKS FOR DRAINAGE SWALES

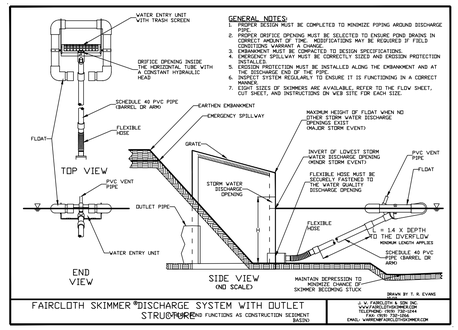


NOTES:
MAINTAIN 50' MINIMUM SEPARATION FROM DISCHARGE CONTAINMENT AND WETLANDS, WATER BODIES, OR STORM SEWERS.

THE OWNER OR CONTRACTOR SHALL OBTAIN DEWATERING PERMIT, AS MAY BE REQUIRED, FROM THE STATE PRIOR TO ANY DEWATERING OPERATIONS DISCHARGING FROM THE SITE. ALL DEWATERING SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE PERMIT.

4 | C603 | DEWATERING BAG INSTALLATION, FOR DISCHARGING ERODED, SUSPENDED PARTICLES IN WATER
NOT TO SCALE





NOTE: USE ONLY IF NEEDED. WHEN CONSTRUCTION IS FINISHED, SEDIMENT IS TO BE REMOVED FROM POND. ONCE THE POND IS STABILIZED THE FAIRCLOTH SKIMMER CAN BE REMOVED AND THE INLET PIPE TO THE OUTLET STRUCTURE BE MADE FUNCTIONAL PER DETAIL SHEET SP3

5 | C603 | FAIRCLOTH SKIMMER DISCHARGE SYSTEM(OR APPROVED EQUAL BY OWNER) AND FUNCTIONS AS CONSTRUCTION SEDIMENT BASIN
SEDIMENT CONTROL

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EROSION CONTROL NOTES

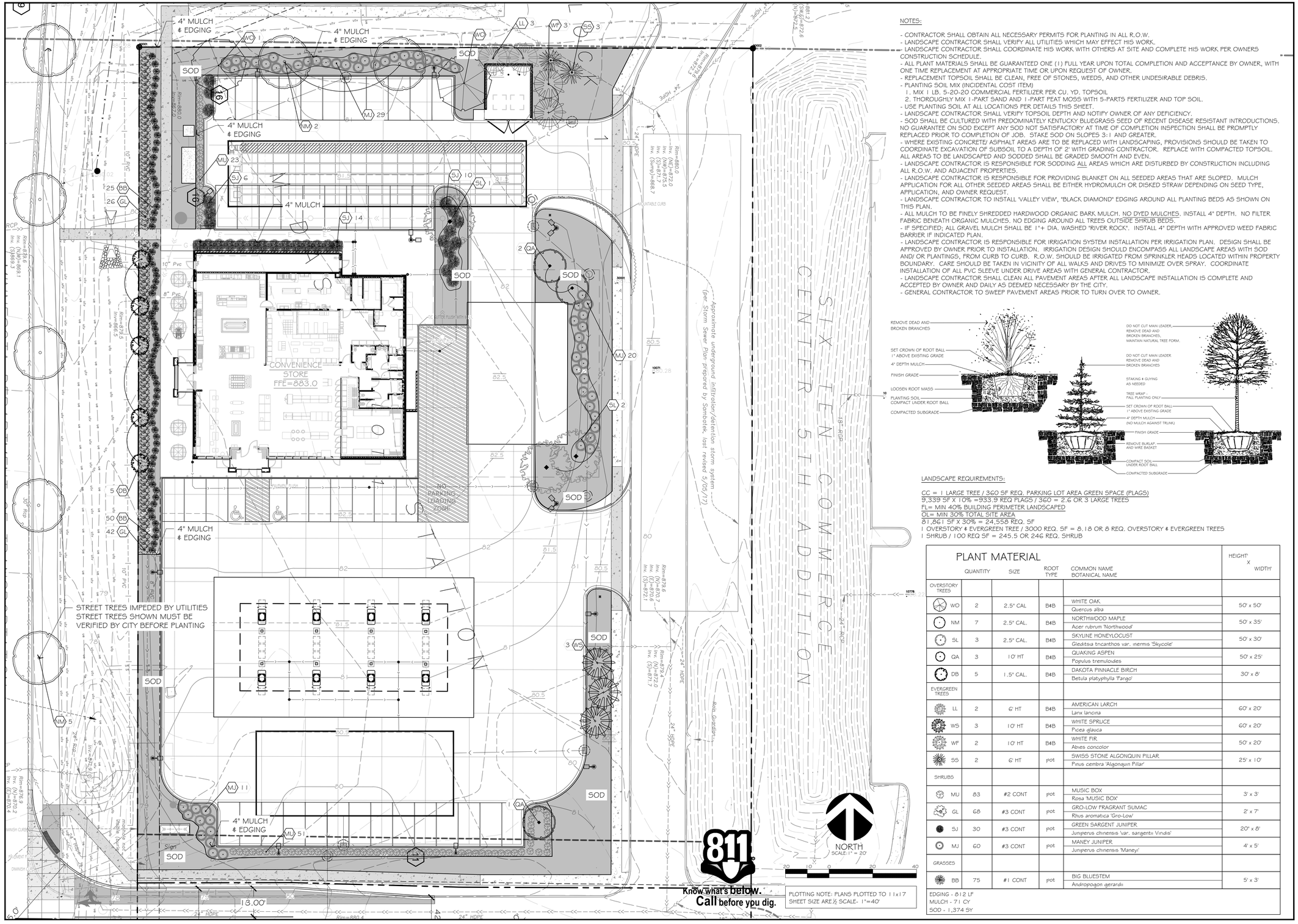
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-- BROOKLYN PARK, MINNESOTA

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SHEET **C603**

INSITES 24-007 PM B.D.



NOTES:

- CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FOR PLANTING IN ALL R.O.W.
- LANDSCAPE CONTRACTOR SHALL VERIFY ALL UTILITIES WHICH MAY EFFECT HIS WORK.
- LANDSCAPE CONTRACTOR SHALL COORDINATE HIS WORK WITH OTHERS AT SITE AND COMPLETE HIS WORK PER OWNERS CONSTRUCTION SCHEDULE.
- ALL PLANT MATERIALS SHALL BE GUARANTEED ONE (1) FULL YEAR UPON TOTAL COMPLETION AND ACCEPTANCE BY OWNER, WITH ONE TIME REPLACEMENT AT APPROPRIATE TIME OR UPON REQUEST OF OWNER.
- REPLACEMENT TOPSOIL SHALL BE CLEAN, FREE OF STONES, WEEDS, AND OTHER UNDESIRABLE DEBRIS.
- PLANTING SOIL MIX (INCIDENTAL COST ITEM)
  1. MIX 1 LB. 5-20-20 COMMERCIAL FERTILIZER PER CU. YD. TOPSOIL
  2. THOROUGHLY MIX 1-PART SAND AND 1-PART PEAT MOSS WITH 5-PARTS FERTILIZER AND TOP SOIL.
- USE PLANTING SOIL AT ALL LOCATIONS PER DETAILS THIS SHEET.
- LANDSCAPE CONTRACTOR SHALL VERIFY TOPSOIL DEPTH AND NOTIFY OWNER OF ANY DEFICIENCY.
- SOD SHALL BE CULTURED WITH PREDOMINATELY KENTUCKY BLUEGRASS SEED OF RECENT DISEASE RESISTANT INTRODUCTIONS. NO GUARANTEE ON SOD EXCEPT ANY SOD NOT SATISFACTORY AT TIME OF COMPLETION INSPECTION SHALL BE PROMPTLY REPLACED PRIOR TO COMPLETION OF JOB. STAKE SOD ON SLOPES 3:1 AND GREATER.
- WHERE EXISTING CONCRETE/ ASPHALT AREAS ARE TO BE REPLACED WITH LANDSCAPING, PROVISIONS SHOULD BE TAKEN TO COORDINATE EXCAVATION OF SUBSOIL TO A DEPTH OF 2' WITH GRADING CONTRACTOR. REPLACE WITH COMPACTED TOPSOIL. ALL AREAS TO BE LANDSCAPED AND SODDED SHALL BE GRADED SMOOTH AND EVEN.
- LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR SODDING ALL AREAS WHICH ARE DISTURBED BY CONSTRUCTION INCLUDING ALL R.O.W. AND ADJACENT PROPERTIES.
- LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR PROVIDING BLANKET ON ALL SEEDED AREAS THAT ARE SLOPED. MULCH APPLICATION FOR ALL OTHER SEEDED AREAS SHALL BE EITHER HYDROMULCH OR DISKED STRAW DEPENDING ON SEED TYPE, APPLICATION, AND OWNER REQUEST.
- LANDSCAPE CONTRACTOR TO INSTALL 'VALLEY VIEW', "BLACK DIAMOND" EDGING AROUND ALL PLANTING BEDS AS SHOWN ON THIS PLAN.
- ALL MULCH TO BE FINELY SHREDDED HARDWOOD ORGANIC BARK MULCH. NO DYED MULCHES. INSTALL 4" DEPTH. NO FILTER FABRIC BENEATH ORGANIC MULCHES. NO EDGING AROUND ALL TREES OUTSIDE SHRUB BEDS.
- IF SPECIFIED; ALL GRAVEL MULCH SHALL BE 1"+ DIA. WASHED "RIVER ROCK". INSTALL 4" DEPTH WITH APPROVED WEED FABRIC BARRIER IF INDICATED PLAN.
- LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR IRRIGATION SYSTEM INSTALLATION PER IRRIGATION PLAN. DESIGN SHALL BE APPROVED BY OWNER PRIOR TO INSTALLATION. IRRIGATION DESIGN SHOULD ENCOMPASS ALL LANDSCAPE AREAS WITH SOD AND/ OR PLANTINGS, FROM CURB TO CURB. R.O.W. SHOULD BE IRRIGATED FROM SPRINKLER HEADS LOCATED WITHIN PROPERTY BOUNDARY. CARE SHOULD BE TAKEN IN VICINITY OF ALL WALKS AND DRIVES TO MINIMIZE OVER SPRAY. COORDINATE INSTALLATION OF ALL PVC SLEEVE UNDER DRIVE AREAS WITH GENERAL CONTRACTOR.
- LANDSCAPE CONTRACTOR SHALL CLEAN ALL PAVEMENT AREAS AFTER ALL LANDSCAPE INSTALLATION IS COMPLETE AND ACCEPTED BY OWNER AND DAILY AS DEEMED NECESSARY BY THE CITY.
- GENERAL CONTRACTOR TO SWEEP PAVEMENT AREAS PRIOR TO TURN OVER TO OWNER.

LANDSCAPE REQUIREMENTS:

CC = 1 LARGE TREE / 360 SF REQ. PARKING LOT AREA GREEN SPACE (PLAGS)
9,339 SF X 10% =933.9 REQ PLAGS / 360 = 2.6 OR 3 LARGE TREES
FL= MIN 40% BUILDING PERIMETER LANDSCAPED
OL= MIN 30% TOTAL SITE AREA
81,861 SF X 30% = 24,558 REQ. SF
1 OVERSTORY & EVERGREEN TREE / 3000 REQ. SF = 8.18 OR 8 REQ. OVERSTORY & EVERGREEN TREES
1 SHRUB / 100 REQ SF = 245.5 OR 246 REQ. SHRUB

PLANT MATERIAL

		QUANTITY	SIZE	ROOT TYPE	COMMON NAME / BOTANICAL NAME	HEIGHT' X WIDTH'
OVERSTORY TREES						
WO		2	2.5" CAL	B&B	WHITE OAK Quercus alba	50' x 50'
NM		7	2.5" CAL.	B&B	NORTHWOOD MAPLE Acer rubrum 'Northwood'	50' x 35'
SL		3	2.5" CAL.	B&B	SKYLINE HONEYLOCUST Gleditsia tricanthos var. inermis 'Skycole'	50' x 30'
QA		3	10' HT	B&B	QUAKING ASPEN Populus tremuloides	50' x 25'
DB		5	1.5" CAL.	B&B	DAKOTA PINNACLE BIRCH Betula platyphylla 'Fargo'	30' x 8'
EVERGREEN TREES						
LL		2	6' HT	B&B	AMERICAN LARCH Larix laricina	60' x 20'
WS		3	10' HT	B&B	WHITE SPRUCE Picea glauca	60' x 20'
WF		2	10' HT	B&B	WHITE FIR Abies concolor	50' x 20'
SS		2	6' HT	pot	SWISS STONE ALGONQUIN PILLAR Pinus cembra 'Algonquin Pillar'	25' x 10'
SHRUBS						
MU		83	#2 CONT	pot	MUSIC BOX Rosa 'MUSIC BOX'	3' x 3'
GL		68	#3 CONT	pot	GRO-LOW FRAGRANT SUMAC Rhus aromatica 'Gro-Low'	2' x 7'
SJ		30	#3 CONT	pot	GREEN SARGENT JUNIPER Juniperus chinensis 'var. sargentii Viridis'	20" x 8'
MJ		60	#3 CONT	pot	MANEY JUNIPER Juniperus chinensis 'Maney'	4' x 5'
GRASSES						
BB		75	#1 CONT	pot	BIG BLUESTEM Andropogon gerardii	5' x 3'

EDGING - 812 LF
MULCH - 71 CY
SOD - 1,374 SY

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LANDSCAPE PLAN

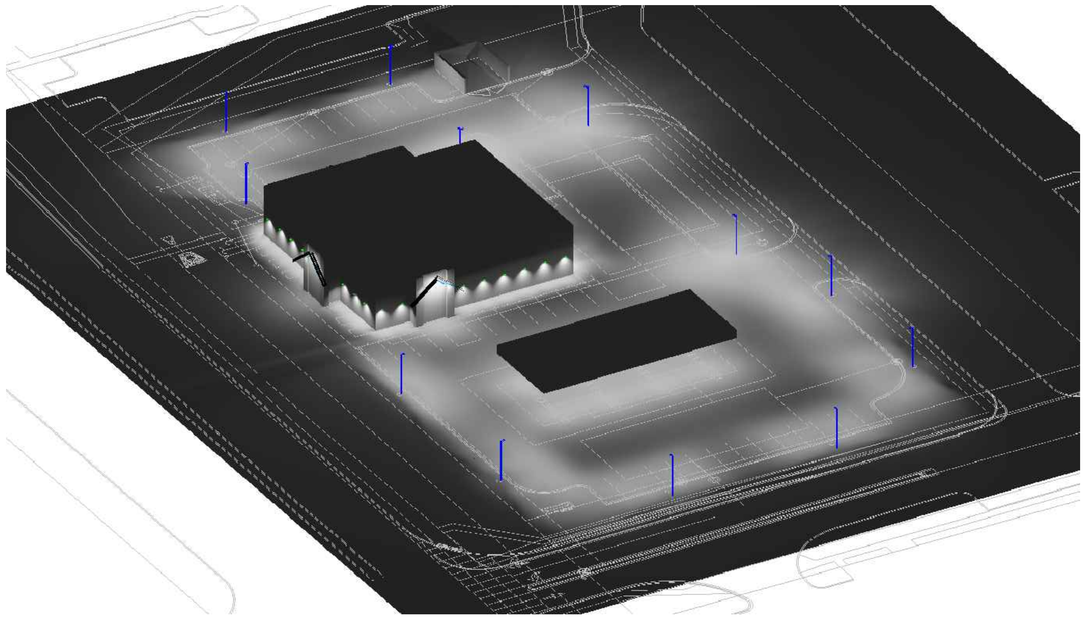
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BROOKLYN PARK, MINNESOTA

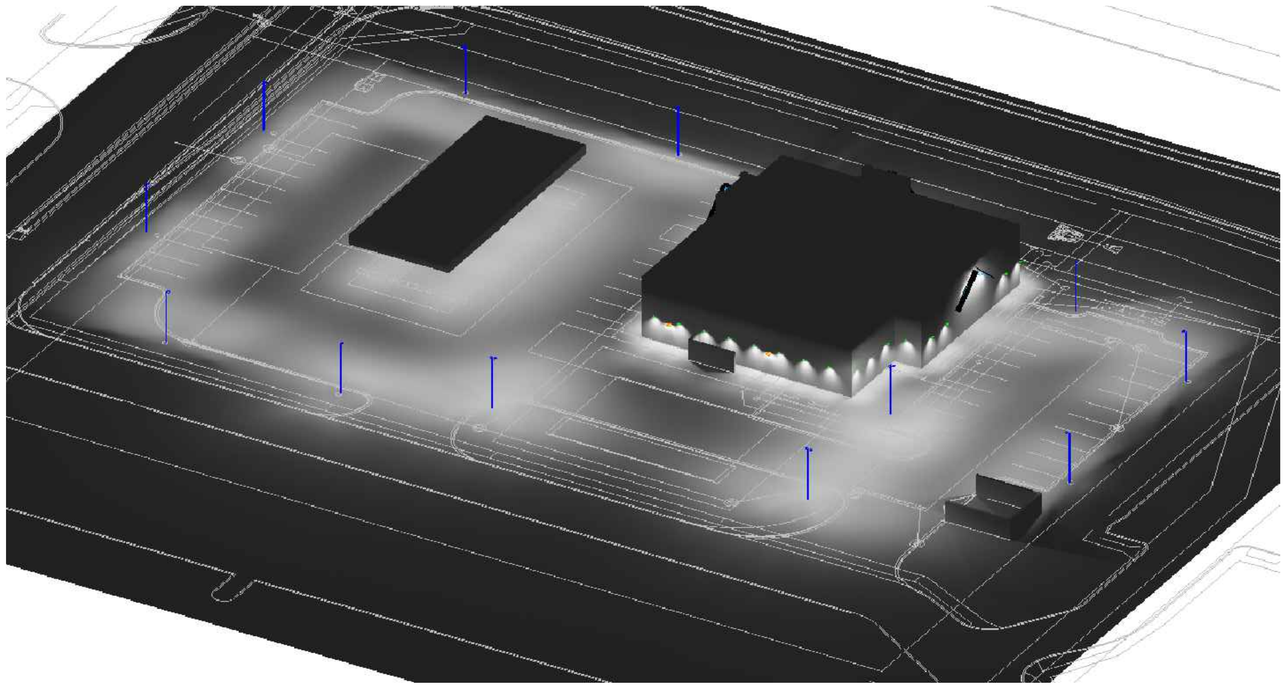
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PHOTOMETRIC RENDERING PLAN
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PHOTOMETRIC RENDERING PLAN
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Alan Czarnecki Reg. No. 14540

Date: 02-26-25

2024-0195.12

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Milwaukee, WI 53203
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414 / 259 0037 fax

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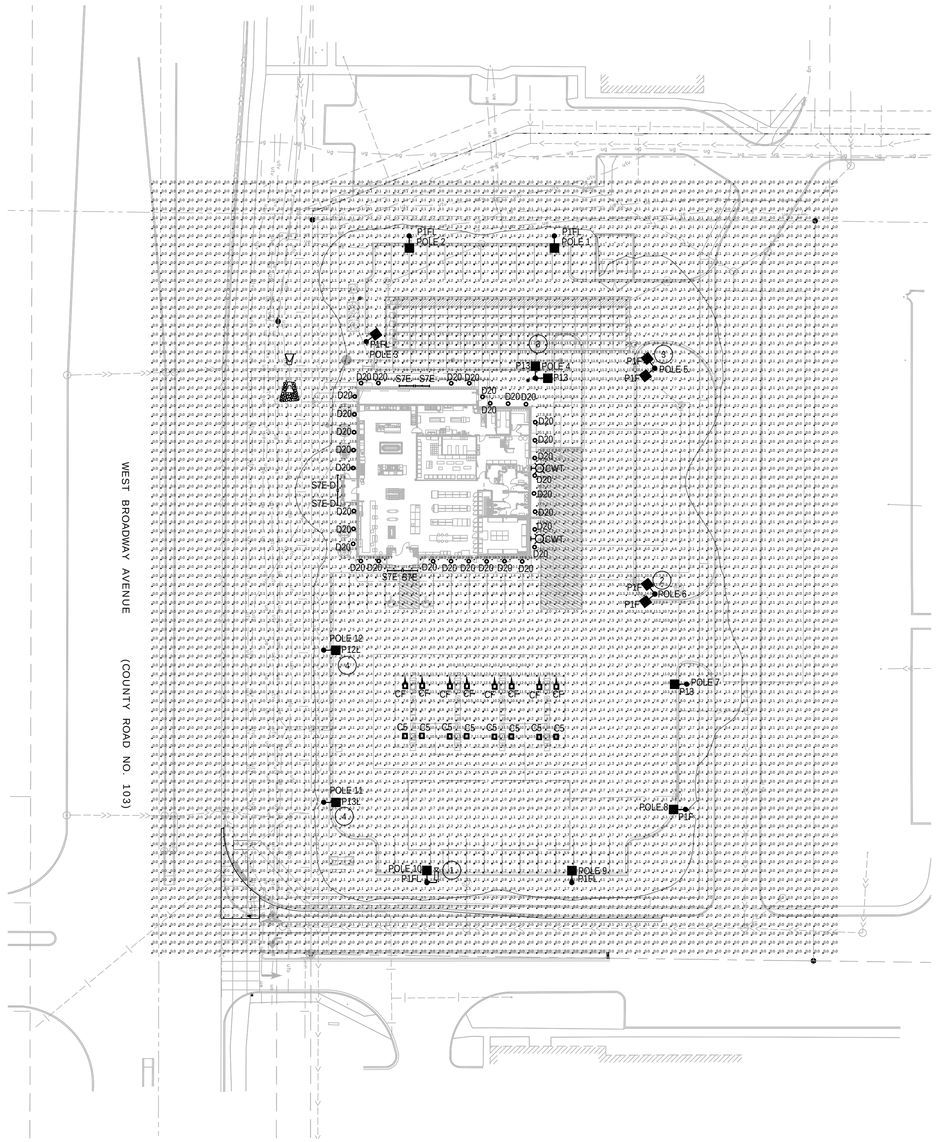
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PHOTOMETRIC SITE PLAN
SCALE: 1" = 40'-0"

GENERAL NOTES:

1. FOOTCANDLE LEVELS SHOWN ON THIS PLAN ARE CALCULATED AT GRADE LEVEL.
2. ALL POLES SHALL BE INSTALLED A MINIMUM OF 3'-0" FROM BACK OF CURB TO EDGE OF POLE BASE UNLESS NOTED.
3. POLES THAT ARE LOCATED AT CORNER OF ISLAND SHALL BE A MINIMUM OF 6'-0" FROM BACK OF CURB TO EDGE OF POLE BASE. POLES THAT MUST BE INSTALLED LESS THAN 6'-0" FROM BACK OF CURB TO EDGE OF POLE BASE SHALL HAVE PROTECTIVE BOLLARDS INSTALLED AROUND THE POLE BASE. COORDINATE WITH KWIK TRIP PRIOR TO INSTALLATION.

KEYED NOTES:

1. COORDINATE LOCATION AND MOUNTING HEIGHT OF SECURITY CAMERA WITH OWNER.
2. CONTRACTOR SHALL INSTALL POLE MOUNT FIXTURE 12'-0" FROM THE OVER DIG OF UNDERGROUND FUEL TANK TO EDGE OF POLE BASE.
3. CONTRACTOR SHALL POLE MOUNT FIXTURE 6'-0" FROM BACK OF CURB TO EDGE OF POLE BASE.
4. CONTRACTOR SHALL POLE MOUNT FIXTURE 2'-0" FROM BACK OF CURB TO EDGE OF POLE BASE.
5. CONTRACTOR SHALL POLE MOUNT FIXTURE 2'-0" FROM BACK OF CURB TO EDGE OF POLE BASE TO AVOID NEW SIDEWALK.

CALCULATION STATISTICS

OVERALL SITE:
AVERAGE: 2.2
MAXIMUM: 29.1
MINIMUM: 0.0

NORTH STORE PARKING STALL:
AVERAGE: 6.8
MAXIMUM: 16.1
MINIMUM: 2.5

SOUTH PARKING STALL:
AVERAGE: 4.7
MAXIMUM: 6.4
MINIMUM: 1.2

SOUTH STORE PARKING STALL:
AVERAGE: 2.7
MAXIMUM: 10.8
MINIMUM: 1.0

NORTH PARKING STALL:
AVERAGE: 4.7
MAXIMUM: 8.0
MINIMUM: 1.0

FRONT ENTRANCE:
AVERAGE: 8.6
MAXIMUM: 18.8
MINIMUM: 3.1

FUEL CANOPY:
AVERAGE: 10.4
MAXIMUM: 13.7
MINIMUM: 6.1

FIXTURE QUANTITIES

D20 - 32
S7E - 4
STE-D - 2
CF - 8
C5 - 8
CWT - 2
P12L - 1
P13 - 3
P13L - 1
P1F - 4
P1FL - 6

PROVIDE (12) 16' POLES.

FIXTURE TYPES:

D20 - RECESSED LED DOWNLIGHT GOTHAM EVO-35/30-8AR-WD-120-TRW
FIXTURES ARE SHOWN DIMMED DOWN TO 60%.

S7E - LED STRIP LIGHT MOUNTED IN GABLE LITHONIA TZL1N-L96-10000LM-FST-MVOLT

S7E-D - LED STRIP LIGHT MOUNTED IN GABLE LITHONIA TZL1N-L96-10000LM-FST-MVOLT
FIXTURES ARE SHOWN DIMMED DOWN TO 30%.

CF - LSI LIGHTING: SCV-LED-23L-SCFT-UNV-DIM-50-WHT MOUNTED UNDER GAS CANOPY MOUNT FIXTURES WITH FORWARD THROW OPTIC AIMING IN DIRECTION OF ARROW.
FIXTURES ARE SHOWN DIMMED DOWN TO 30%.

C5 - LSI LIGHTING: SCV-LED-15L-SC-UNV-DIM-50-WHT MOUNTED UNDER GAS CANOPY
FIXTURES ARE SHOWN DIMMED DOWN TO 30%.

CWT - LED WALL PACK LSI LIGHTING: XPWS3-FT-LED-48-350-CW-UE-BLK
FOOTCANDLES CALCULATED AT MOUNTING HEIGHT OF 8'-6" AFG.

P12L - LSI LIGHTING: MRS-LED-18L-SIL-2-UNV-50-70CRI-WHT-IL

P13 - LSI LIGHTING: MRS-LED-18L-SIL-3-UNV-50-70CRI-WHT

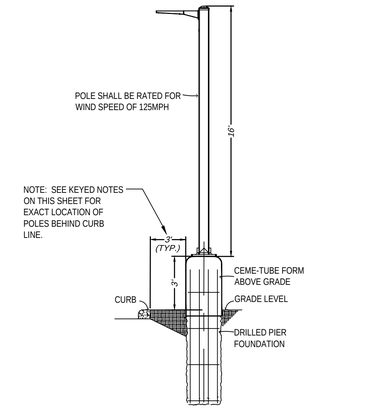
P13L - LSI LIGHTING: MRS-LED-18L-SIL-3-UNV-50-70CRI-WHT-IL

P1F - LSI LIGHTING: MRS-LED-18L-SIL-FT-UNV-50-70CRI-WHT

P1FL - LSI LIGHTING: MRS-LED-18L-SIL-FT-UNV-50-70CRI-WHT-IL

FIXTURE SYMBOLS:

- LED LIGHT MOUNTED UNDER FUEL CANOPIES
- LED STRIP LIGHT MOUNTED IN GABLE
- RECESSED LED DOWNLIGHT
- WALL MOUNTED LED FIXTURE
- POLE MOUNTED LED FIXTURE
- CAMERA



LOT LIGHT ELEVATION DETAIL
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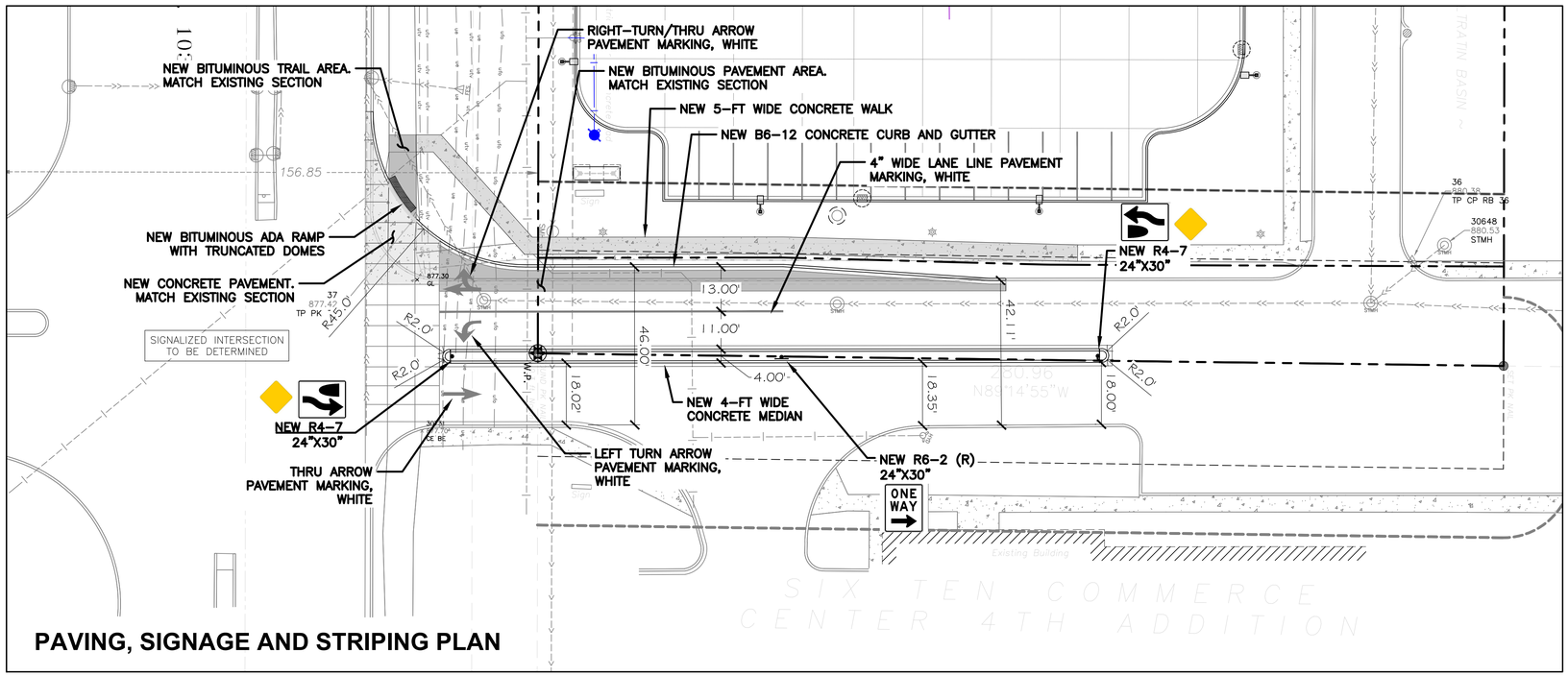
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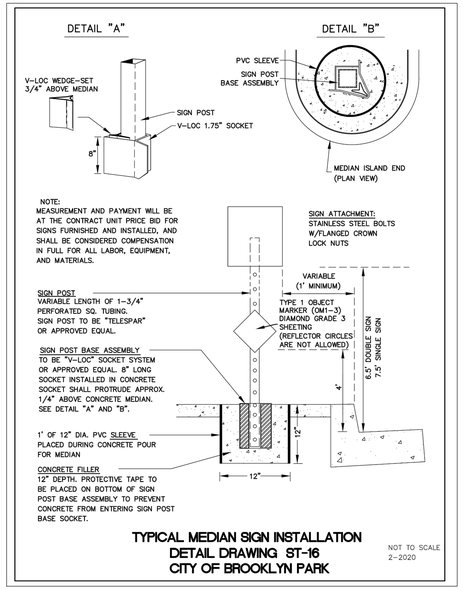
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SHEET	C800

INSITES 24-007 PM B.D.

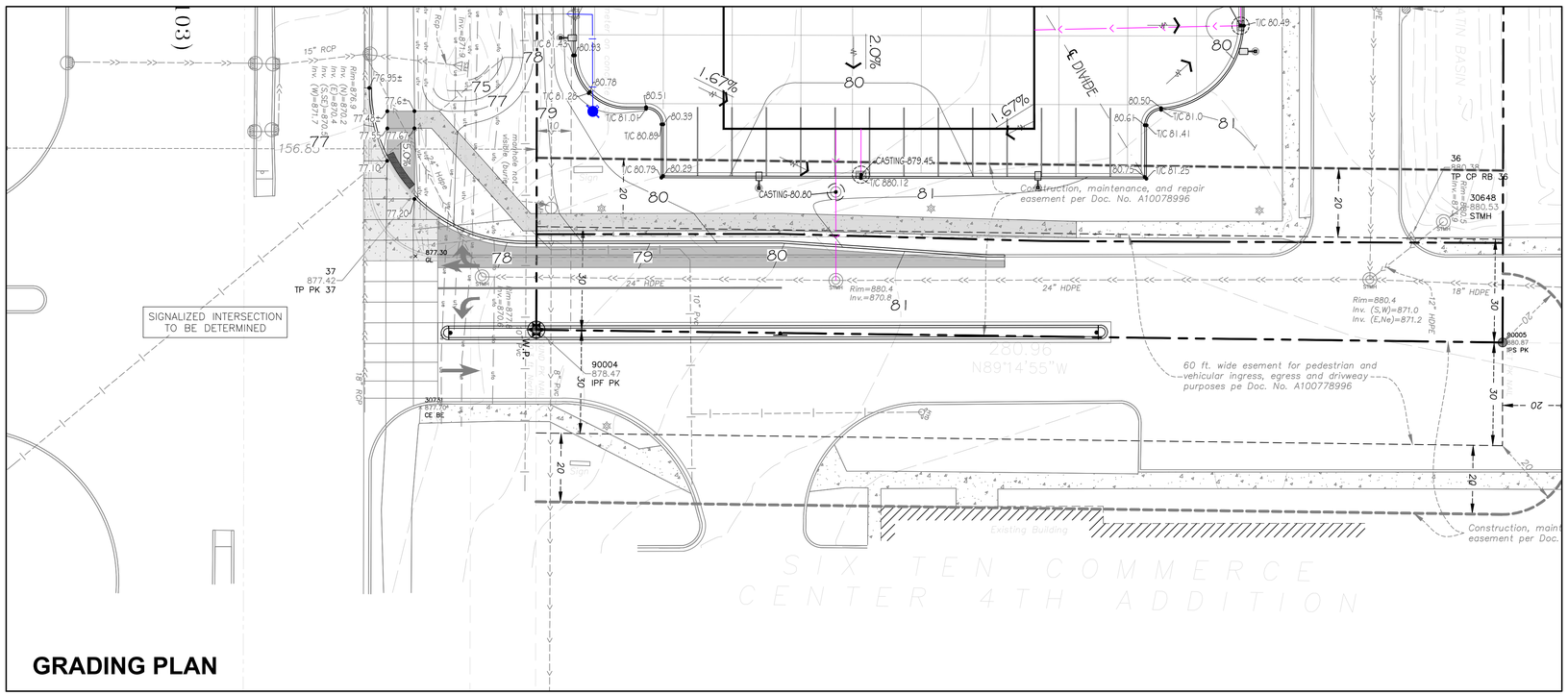


PAVING, SIGNAGE AND STRIPING PLAN



TYPICAL MEDIAN SIGN INSTALLATION
DETAIL DRAWING ST-16
CITY OF BROOKLYN PARK

NOT TO SCALE
2-2020



GRADING PLAN

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The subsurface utility information shown on this plan is utility Quality Level D. This quality level was determined according to the guidelines of CI/ASCE 38-02, entitled "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data."

NORTH

20 10 0 20 40

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I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
Brian H. Munsterteger
DATE: 08/28/25 REG. NO.: 23468

MEDIAN AND TURN LANE PLAN
CONVENIENCE STORE 1741
- BROOKLYN PARK, MINNESOTA

NO.	DATE	DESCRIPTION
-	05/09/2024	SUBMITTAL
-	05/23/2024	CITY SUBMITTAL
-	02/27/2025	RESUBMITTAL
-	07/28/2025	CITY COMMENTS
-	08/26/2025	CITY COMMENTS

DRAWN BY	MW
SCALE	GRAPHIC
PROJ. NO.	24-1741
DATE	MAY 9, 2024
SHEET	C900

KWIK TRIP P.M. B.D.

City of Brooklyn Park
Request for Council Action

Agenda Item:	4.13	**Meeting Date:**	November 24, 2025
Agenda Section:	Consent	**Originating Department:**	Community Development Rental and Business Licensing
Resolution:	X		
Ordinance:	N/A	**Prepared By:**	Megan Bookey, Program Assistant III
Attachments:	1	**Presented By:**	Keith Jullie, Rental and Business Licensing Manager
Item:	Approving the Issuance of a Lawful Gambling Premises Permit for Champlin Park Takedown Club at Heavy Rotation Co. Corp., 9801 Xenia Avenue North #105, Brooklyn Park		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2025-_____ APPROVING THE ISSUANCE OF A LAWFUL GAMBLING PREMISES PERMIT FOR CHAMPLIN PARK TAKEDOWN CLUB AT HEAVY ROTATION CO. CORP., 9801 XENIA AVENUE NORTH #105, BROOKLYN PARK

Overview:

The Champlin Park Takedown Club submitted a completed application on June 2, 2025, for a Lawful Gambling Premises Permit to conduct Electronic Bingo and Pull-Tabs at Heavy Rotation Co. Corp. located at 9801 Xenia Avenue North #105. This is an updated request based on what the Gambling Control Board requires for license issuance.

The Gambling Control Board requires a resolution approving the application for the premises permit for the lawful gambling license. The completed application and adopted resolution will be sent to the Gambling Control Board for final action. The Champlin Park Takedown Club doesn't conduct lawful gambling at any other location in Brooklyn Park.

Staff have reviewed the application and location for this Lawful Gambling Premises Permit and recommends approval of the permit.

Primary issues/alternatives to consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments:

4.13A RESOLUTION

RESOLUTION #2025

RESOLUTION APPROVING THE ISSUANCE OF A LAWFUL GAMBLING PREMISES PERMIT FOR CP TAKEDOWN CLUB AT HEAVY ROTATION BREWING CO CORP. 9801 XENIA AVENUE NORTH #105, BROOKLYN PARK

WHEREAS, the Champlin Park Takedown Club have applied to the Minnesota Charitable Gambling Control Board for a lawful gambling premises permit at Heavy Rotation Brewing Co. Corp., 9801 Xenia Avenue North #105; and

WHEREAS, the Champlin Park Takedown Club agree to provide to the City of Brooklyn Park monthly copies of the monthly reports they submit to the Gambling Control Board; and

WHEREAS, the Champlin Park Takedown Club have a lease agreement with Heavy Rotation Brewing Co Corp. to conduct lawful gambling at their location; and

WHEREAS, the Champlin Park Takedown Club currently does not operate lawful gambling in Brooklyn Park at any other business locations; and

WHEREAS, the Champlin Park Takedown Club and Heavy Rotation Brewing Co Corp. meets Brooklyn Park ordinance requirements to conduct lawful gambling.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park that approval is granted for a lawful gambling premises permit for the Champlin Park Takedown Club at Heavy Rotation Brewing Co Corp., 9801 Xenia Avenue North #105, Brooklyn Park, Minnesota.

City of Brooklyn Park
Request for Council Action

Agenda Item:	4.14	**Meeting Date:**	November 24, 2025
Agenda Section:	Consent	**Originating Department:**	Public Works
Resolution:	X		
Ordinance:	N/A	**Prepared By:**	Richard Luckow Public Utilities Superintendent
Attachments:	2	**Presented By:**	Marc Culver, Public Works Director
Item:	Authorize a Grant Submittal to the United States Environmental Protection Agency for a Drinking Water Resiliency and Security Project		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2025-_____ TO AUTHORIZE A SUBMISSION TO THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY FOR A DRINKING WATER RESILIENCY AND SECURITY GRANT AND AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AGREEMENT IF AWARDED.

Overview:

Brooklyn Park Utilities is looking for ways to enhance water system resiliency and security of the SCADA and electrical power systems. Recent events locally and nationally have illustrated potential utility system vulnerabilities. The United States Environmental Protection Agency Grant, if awarded, would help lessen the City's vulnerabilities to external threats and improve our long-term budget. Brooklyn Park Utilities Staff recommend that the City Council authorize the submittal of the $405,000.00 Drinking Water Resiliency and Security Grant and accept if it is awarded.

Primary Issues/Alternatives to Consider:

Public Works staff recommend submitting the grant as presented.

Budgetary/Fiscal Issues:

The Grant, if awarded, is up to $405,000.00.

Attachments:

4.14A RESOLUTION
4.14B GRANT APPLICATION

RESOLUTION #2025-

RESOLUTION TO AUTHORIZE A SUBMISSION TO THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY FOR A DRINKING WATER RESILIENCY AND SECURITY GRANT AND AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AGREEMENT IF AWARDED

WHEREAS, in September 2025, United States Environmental Protection Agency opened a grant solicitation for Drinking Water Planning and Design Grant for PFAS Treatment; and

WHEREAS, Operations and Maintenance staff submitted an application for $405,000 from this USEPA grant program; and

WHEREAS, the City of Brooklyn Park must formally accept the grant award from the United States Environmental Protection Agency if awarded;
.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park to authorize the submission of a $405,000.00 Drinking Water Resiliency and Security Grant to the United States Environmental Protection Agency and to authorize the City Manager to enter into an Agreement with the USEPA if awarded.

Brooklyn Park

City of Brooklyn Park Resiliency & Security Project

Funding Opportunity Number: EPA-OW-OGWDW-25-01
Applicant Information: City of Brooklyn Park
National Priority Area: Midsize Community Infrastructure Investments for Drinking Water System Resilience
Short Description: Our project aims to enhance power resilience and secure operations through the purchase and installation of a new diesel generator and an upgraded SCADA (Supervisory Control and Data Acquisition) system. The diesel generator will provide reliable backup power, ensuring continuous functionality of our water critical infrastructure during power outages and emergencies. Concurrently, upgrading the SCADA system is crucial to fortifying cybersecurity defenses, safeguarding against potential threats, and maintaining the integrity of our operational control systems. This strategic investment will significantly bolster our ability to deliver uninterrupted water services to our community while protecting sensitive data and infrastructure, aligning with our goals to maintain high standards of reliability and security for our customers.
Proposed Funding Request: $405,000

Executive Summary

City of Brooklyn Park in Hennepin County, Minnesota is requesting a total of $405,000 in federal grant funding for the purpose of enhancing the resilience and reliability of Brooklyn Park's water infrastructure by providing a robust backup power solution and upgrading cybersecurity measures. The project is comprised of acquiring and installing a trailer-mounted, self-contained 300-350kW, 480V portable 3-phase diesel generator. This generator will provide reliable backup power, ensuring continuous 100% operation of the water treatment plant during power outages caused by severe weather events. The SCADA system will be upgraded to fortify cybersecurity defenses, protecting against potential threats and maintaining the integrity of operational control systems. A robust SCADA system is crucial for real-time monitoring and control of water treatment operations. This project will ensure a reliable backup power, enhanced cybersecurity, and increased resilience to extreme weather.

Brooklyn Park

Workplan

Project Description

The City of Brooklyn Park (Brooklyn Park) is located in Hennepin County, Minnesota and is part of the Twin Cities metropolitan area, see Figure 1 for a google map. Situated north of Minneapolis, it has a diverse population of approximately 82,000 residents. The city regularly experiences extreme weather events, including heavy rainfall, flooding, heatwaves, and winter storms. These events strain the city's infrastructure including its water and power infrastructure. Brooklyn Park faces challenges because of these extreme weather events of which increased frequency and intensity brings additional pressure on the ability to deliver water to the community. According to the Power Outage Report (poweroutage.report/mn) power outages in Minneapolis are mainly caused by severe weather. There has been on average one to two major power outages in Minneapolis affecting 55,000 to 300,000 customers. Brooklyn Park is one of those impacted by these major outages as the power supply they have at their well sites has currently no resiliency or back-up generators to ensure there is power to pump and deliver water to the treatment plant and to its customers. This project intends to purchase a trailer mounted self-contained 300-350kW, 480V portable 3-phase diesel generator to add power resiliency to our water infrastructure by having back up electrical power to 100% of the water treatment plant operation. Along with the purchase of the diesel generator, the project also includes the upgrade of the Supervisory Control and Data Acquisition (SCADA) system to ensure the ability to fortify our cybersecurity defenses, safeguarding against potential threats, and maintaining the integrity of our operational control systems. This project meets the purpose of this funding opportunity by increasing the resilience of this midsize drinking water system to extreme weather events and reduce cybersecurity threats.

Brooklyn Park

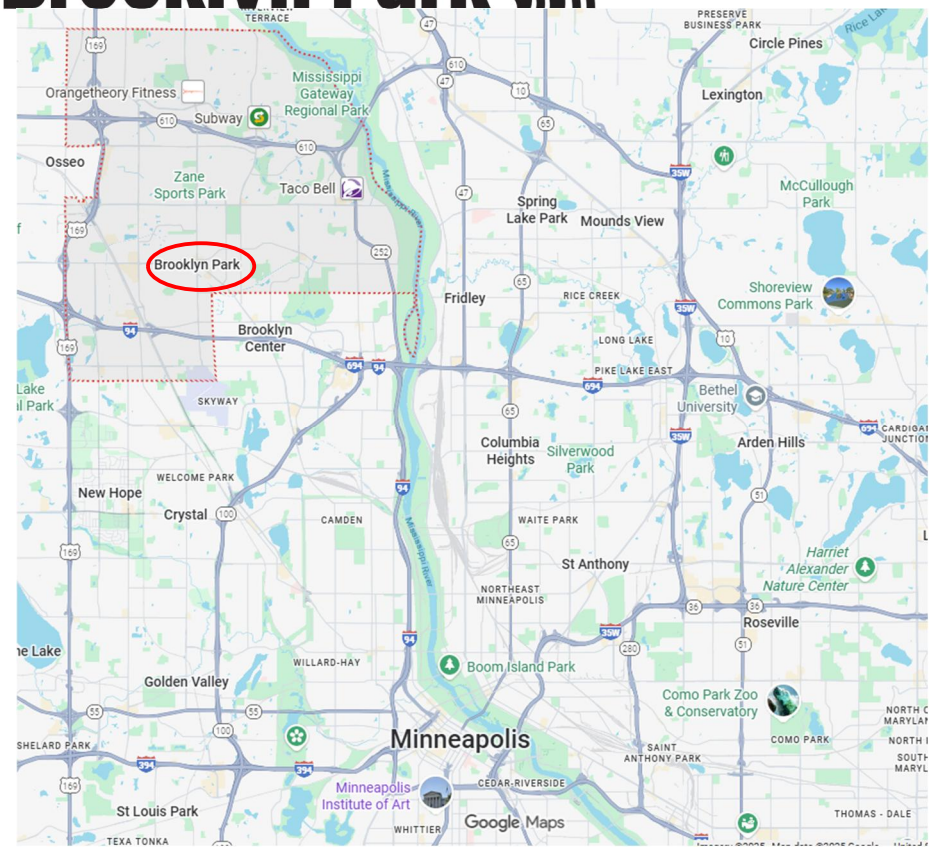


Figure 1. Google Map of City of Brooklyn Park which boundary can be seen within the red dotted lines

Expeditious Project Readiness to Proceed

Brooklyn Park has already estimated a cost of approximately $325,000 for the purchase of the portable diesel generator. This total cost is assuming the acquirement of this equipment in year 2026. Also, a total of $100,000 has been estimated for a contract to a consultant to upgrade the SCADA system to incorporate cybersecurity analysis and ensure this security measures are part of the SCADA upgrade project. Once funding is secured, a competitive RFQ process will be used to contract a consultant. This project is ready to proceed in 2026 and be completed within a year once this application is selected and funding is made available.

Brooklyn Park

Since the diesel generator will be portable, there are no requirements for any new permits or disturbances of earth. Figures 2 and 3 provide a map of the water wells in the system and where the potential location for the portable generator would be within Brooklyn Park's service area and where power connections currently exist with the one and only power supply currently in operation.

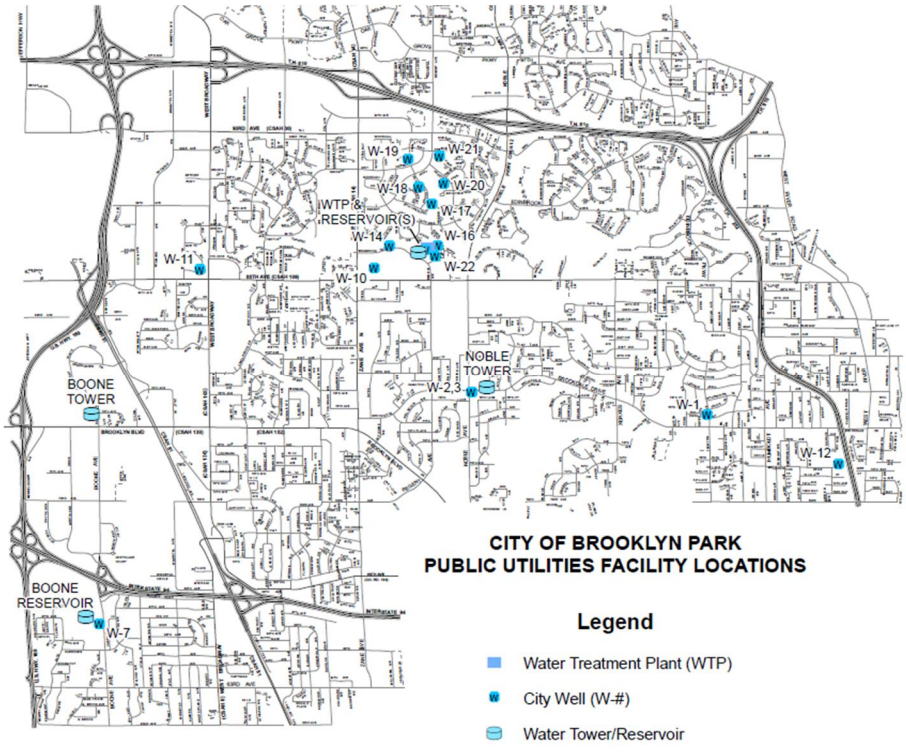


Figure 2. City of Brooklyn Park Public Utilities Facility Locations

Brooklyn Park

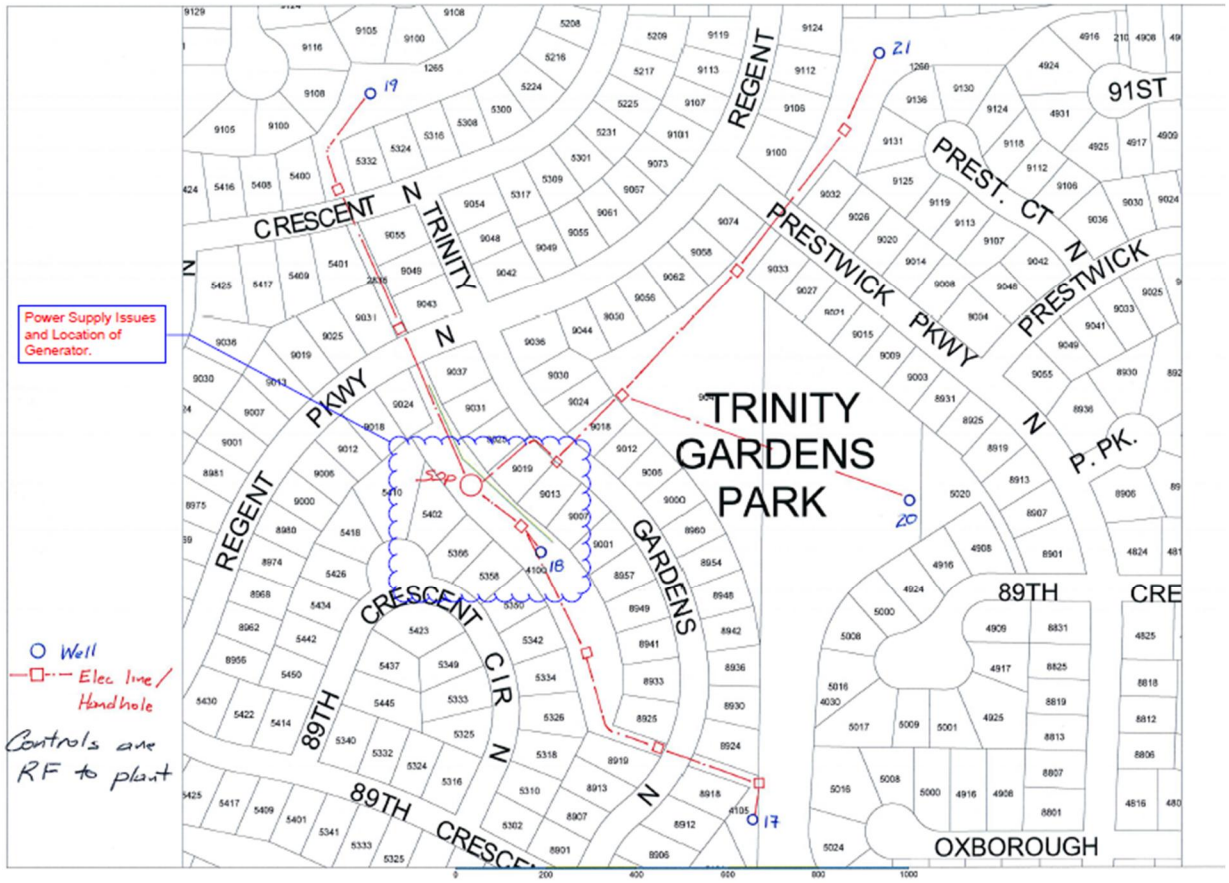


Figure 3. Provides a closer look at where the diesel generator can be located which is close to well #18 (W18)

Environmental Results and Measuring Progress

Stated Objective

The objective of the project is to create resilience and reliability of Brooklyn Park's water infrastructure by addressing the challenges posed by severe weather events and ensuring cybersecurity. The power outages Brooklyn Park has faced due to extreme weather events have strained the city's ability to deliver essential water services to its 82,000 residents. To mitigate these issues the project aims to:

1. Purchase and deploy a trailer-mounted, self-contained 300-350KW, 480V portable 3-phase diesel generator. This generator will provide backup electrical power to 100% of the water treatment plant operations, ensuring continuous water delivety to the community during power outages.

Brooklyn Park

2. Upgrade the Supervisory Control and Data Acquisition (SCADA) system to strengthen cybersecurity defenses, protect against potential threats, and maintain operational integrity

Brooklyn Park with a population estimated around 82,000 residents meets the definition of midsize community as identified in Section 1459F(f)(2) of the Safe Drinking Water Act. This project meets the goal of the first National Priority Area to increase drinking water system resilience in midsize communities.

Results of Activities (Outputs)

Anticipated Products/Results

1. Procurement and Deployment of Diesel Generator: acquisition and installation of a trailer-mounted, self-contained 300-350kW, 480V portable 3-phase diesel generator
2. Upgraded SCADA System: implementation of an upgraded SCADA system and enhanced cybersecurity measures. This work will be achieved via RFQ competitive process to secure a consultant under contract for this project output.
3. Enhanced Water Supply Resilience: consistent and reliable water delivery to Brooklyn Park residents, even during severe weather conditions and power interruptions

Approach for Tracking and Reporting Progress:

1. Project Management and Timeline: develop a detailed project management plan, including timelines and key milestones for the competitive process to upgrade the SCADA system. Once funding is available, procurement process will be followed to purchase and install the backup diesel generator.
2. Via the competitive RFQ process performance metrics, monitoring, stakeholder engagement, and a delivery timeline will be provided.

By adhering to this structured approach, Brooklyn Park will be able to effectively, track, report, and demonstrate progress and success of the project in enhancing the resilience of its water infrastructure.

Projected Environmental Improvement (Outcomes)

1. Enhanced Water Supply Continuity and Resilience: The installation of the diesel generator will ensure uninterrupted power supply to the water treatment plant during major power outages caused by severe weather or any other cause. This will guarantee continuous water delivery to Brooklyn Park's residents, thereby safeguarding public health and safety.

Brooklyn Park

2. Improved Public Health Protection: By maintaining consistent operation of the water treatment plant, the project will prevent disruptions in water quality and availability. This will reduce any health issues related to inadequate water supply, especially during emergencies.
3. Increased Resilience to Extreme Weather Events: The addition of a backup generator enhances the city's preparedness and resilience to the increasing frequency and intensity of extreme weather events. This proactive measure will help ensure the sustainability of essential water services amidst changing weather patterns and increase severity of storms.
4. Reduction of Infrastructural Stress: Consistent power supply will prevent potential degradation of systems such as pumps and other water infrastructure. This project will maintain the integrity of existing infrastructural systems.
5. Enhanced Cybersecurity Measures: Upgrading the SCADA system will fortify cybersecurity defenses, reducing the risk of cyber-attacks, that could disrupt water supply operations. This will help maintain the reliability and safety of the water distribution system, ensuring it operates within environmental protection standards.
6. Minimized Disruption to Community Activities: Ensuring a reliable water supply during severe weather events will minimize disruptions to daily activities and local businesses, fostering a stable and healthy community environment.
7. Resilient Infrastructure Development: The project promotes the development of resilient infrastructure capable of withstanding sever weather impacts, contributing to the overall sustainability and environmental health of Brooklyn Park.

Milestone Schedule

Date	Event/Task
Notice to proceed obtained	Begin procurement process to purchase and install the backup diesel generator
Within 8 weeks of receiving the notice to proceed	Prepare and release an RFQ for the procurement of consultant services to upgrade the SCADA system
December 31, 2026	Complete the project, have the backup generator installed and the SCADA upgrades completed

Brooklyn Park

Detailed Budget Narrative

Funding Sources	Amount
Non-Federal Entities	
City of Brooklyn Park	$45,000
Non-Federal Subtotal	$45,000
Requested Federal Funding	$405,000
Total Project Cost	$450,000

Budget Object Category	Total Cost	Federal Estimated Amount	Non-Federal Estimated Amount
Personnel	$10,000		$10,000
Equipment	$325,000	$325,000	
Contract	$115,000	$80,000	$35,000
Total Costs	$450,000	$405,000	$45,000
Cost Share		90%	10%

The project budget above presents the anticipated distribution of costs across various categories. Under personnel, the City of Brooklyn Park staff will be installing the purchased backup diesel generator. Under equipment, that is the estimated cost for the purchase of the generator. The contract is an estimate for the consultant to upgrade the SCADA system.

Programmatic Capability/Experience

Organizational Experience

Brooklyn Park is responsible for providing safe and reliable drinking water to the community. The water treatment plant operators are highly trained, have extensive experience in operating and maintaining the city's water infrastructure within their service area. A qualified consultant will be pursued and selected via a competitive RFQ process to ensure the SCADA upgrade is completed by an entity with experience and qualified to do the work.

Brooklyn Park

Staff Expertise/Qualifications

The operators of the water treatment plant are highly trained and certified to operate the facility and maintain the water infrastructure. Expertise and qualifications will be a requirement during the competitive RFQ process to contract the right consultant for the SCADA upgrades.

Past Performance

This will be required in the RFQ process when seeking a consultant to complete the SCADA upgrades.

Documentation of the known natural hazard, potential cybersecurity vulnerability, or risk of extreme weather events:

Dependency Hazard to Water Supply Wells due to Loss of Power Supply

The well sites currently do not have emergency power supply connections or on-site generators. Excessive heat during summer months can interrupt the power supply to the well sites. The garage located in the WTP building has emergency power supply connections, which can be used to supply power to wells #16 and #22. Together, these wells can supply up to 4,700 gpm. The financial impacts to the utility could include renting a portable generator for this part of the water treatment plant. The risk metrics, baseline (score/rating reflecting the existing conditions), and associated comments for this asset-threat pair are presented in Table below.

Risk Metrics	Baseline	Comments
Consequence (C)	3 (High)	The consequence of loss of power to the wells will be high on the water system and the community.
Vulnerability (V)	1	The likelihood of power loss impacting the Brooklyn Park Water System is high.
Threat Likelihood (T)	0.75	The likelihood of loss of power is high.
Risk (C X V X T)	2.25	Asset-Threat pair poses high risk to the water system.
Duration (in Days), D	0	Service denial to the customers is not anticipated due to this threat.
Severity (in gallons per day), in gpd	3,000,000	20% reduction in daily service is anticipated to be denied or reduced.

Brooklyn Park

Quality Assurance/Quality Control (not included in the Project Narrative work plan page limit):

Purpose. Ensure the emergency generator(s), automatic transfer switch(es) (ATS), and appurtenances are procured, installed, and commissioned to meet performance, reliability, and safety requirements for continuous well operation during grid outages.

1) Roles & Oversight

- City Project Manager: Overall QA, grant compliance, acceptance authority, records custodian.
- Engineer (Owner's Rep): Technical QA (submittal reviews, inspection hold points, commissioning plan, punch-list closeout).
- Contractor: Site QC (means/methods, installation per plans/specs, redlines/as-builts, startup).
- OEM/Authorized Dealer: Factory testing documentation, onsite startup, training, warranty registration.

2) Standards & Compliance

- Conformance to applicable NFPA 110 (Level/Type as required by Authority Having Jurisdiction), NEC, UL 2200 (gensets), UL 1008 (ATS), and manufacturer requirements.
- Environmental/air compliance for engine tier and permits (as applicable).
- Electrical coordination with existing service, grounding, and fault/arc-flash labeling.
- Federal requirements: procurement under 2 CFR 200, and other EPA/Federal provisions applicable to this funding (e.g., BABA/AIS if required by award terms).

3) Submittals & Design Controls

- Pre-construction submittals: shop drawings, one-line diagrams, nameplate kW/kVA, voltage, fuel system, sound enclosure, exhaust routing, short-circuit/coordination study updates, and SCADA/telemetry integration details.
- QA review log maintained by Engineer; "Approved/Approved as Noted" required prior to fabrication.
- Change management: RFI/field order process with City approval for any deviations.

Brooklyn Park

4) Factory & Delivery QA

- Factory Test (FAT) Certificates from OEM: load performance, voltage/frequency regulation, protective functions, controller firmware version.
- Shipping inspection: damage check, serial numbers, accessories inventory, storage/handling procedures.

5) Installation QC (Contractor)

- Pre-install checklist: pad dimensions/anchorage, conduit/cable types, grounding electrode resistance, fuel system integrity/containment.
- Cable terminations torqued to spec with torque logs; insulation and megger test results recorded.
- ATS installation verified for proper source sensing, interlocks, and signage.
- Site safety and environmental controls (spill kits, LOTO, hot-work permits) enforced.

6) Startup, Testing & Commissioning (Owner's QA)

- Pre-functional checks: wiring verification, controller setpoints, alarms, remote monitoring points.
- Functional tests:
  - Cold start and transfer sequence; return to utility.
  - Load bank test to at least 100% nameplate (step and sustained load) with temperature, voltage, frequency, and THD recorded.
  - Automatic Transfer performance under simulated outage; re-transfer timing; nuisance trip checks.
  - SCADA integration: status, run hours, alarms, and fuel level verified at control center.
- Acceptance criteria: meets manufacturer and NFPA/UL tolerances; no abnormal vibration, overheating, or protective trips.
- Deficiencies documented on a punch list; corrected prior to final acceptance.

7) Documentation, Training & Turnover

- Deliver O&M manuals, wiring diagrams, controller programming backups, spare parts list, and warranty certificates.
- Conduct operator training (startup/shutdown, weekly exercise, alarm responses, cold-weather operation).

- Provide as-builts (record drawings), test reports, and a preventative maintenance schedule.

8) Post-Acceptance QA (Performance Assurance)

- Establish routine exercise/testing (e.g., monthly automatic transfer test; annual 2-hr load test) with logs kept for EPA/City audit.
- Maintain a corrective-action log for any future incidents or alarms; review annually with the Engineer.
- Warranty management: designate single point of contact; track service bulletins/firmware updates.

Records & Retention. All QA/QC deliverables (submittal log, test reports, training sign-ins, as-builts, warranties, inspection photos) will be stored in the City's project folder and retained per grant conditions and City policy.

City of Brooklyn Park
Request for Council Action

Agenda Item:	5.1	**Meeting Date:**	November 24, 2025
Agenda Section:	Public Hearings	**Originating Department:**	Community Development
Resolution:	N/A		
Ordinance:	N/A	**Prepared By:**	Megan Bookey, Program Assistant III
Attachments:	1	**Presented By:**	Keith Jullie, Rental and Business Licensing Manager
Item:	Public Hearing to Solicit Testimony and Approve the Currency Exchange License Renewal for SJB Enterprises Inc. dba Your Exchange, Located at 7646 Brooklyn Boulevard North		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO APPROVE THE CURRENCY EXCHANGE LICENSE RENEWAL FOR SJB ENTERPRISES INC. DBA YOUR EXCHANGE, LOCATED AT 7646 BROOKLYN BOULEVARD NORTH.

Overview:

This is a Currency Exchange license renewal for SJB Enterprises Inc. dba Your Exchange at 7646 Brooklyn Boulevard North.

As described in the attached license letter, Minnesota Statutes Chapter 53A.04 requires the Department of Commerce to submit an application for licensure as a currency exchange to the city in which the currency exchange business is located, and to hold a public hearing to solicit input on the issuance of the license. The City has 60 days to reply; otherwise, a recommendation for approval is presumed. The City may recommend denial of the license renewal with cause.

Staff recommends approval of this Currency Exchange license renewal. The City's approval would forward the application to the Commissioner of Commerce for the final decision.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments:

5.1A SJB ENTERPRISES RENEWAL LETTER

COMMERCE DEPARTMENT

October 31, 2025

Sent via e-mail:
Devin.Montero@brooklynpark.org

City of Brooklyn Park
Attention: City Clerk – Devin Montero
5200 85th Avenue N
Brooklyn Park, MN 55443

Megan.Bookey@brooklynpark.org

City of Brooklyn Park
Attention: Megan Bookey
5200 85th Avenue N
Brooklyn Park, MN 55443

RE: Currency Exchange License Renewal for 2026

Dear Mr. Montero and Ms. Bookey:

The following currency exchange licensee has applied to renew their currency exchange license to operate at:

SJB Enterprises Inc
d/b/a Your Exchange
7646 Brooklyn Blvd
Brooklyn Park, MN 55443
NMLS Branch #1550663

Pursuant to Minnesota Statutes Chapter 53A.04, we are notifying your office that a complete currency exchange license renewal application has been filed with the Department of Commerce. The renewal application included the names of the officers and owners of the licensee, background checks on each of the owners and officers from the Minnesota Bureau of Criminal Apprehension, a fee schedule of all fees to be charged by the currency exchange office, a $10,000 surety bond valid through December 31, 2026, and the $500 renewal fee. If you wish to receive a copy of the complete currency exchange license renewal application form that was filed with this office, please contact Gail Groop at gail.groop@state.mn.us or 651-539-1593, and the renewal application form will be emailed to you.

Minnesota Statutes Chapter 53A.04 requires the Department of Commerce to submit any application for licensure as a currency exchange to the governing body of the local unit of government in which the currency exchange business is located. The law further requires the governing body to give published notice of its intention to consider the issue and shall solicit testimony from interested persons, including those in the community in which the licensee is located. If the governing body has not approved or disapproved the issue within 60 days of receipt of the application, concurrence is presumed. The governing body shall have the sole responsibility for its decision. The state shall have no responsibility for that decision. Your cooperation in forwarding this information to the proper unit within your organization is appreciated.

Your reply must be received within 60 days of receipt of this emailed letter. If you have any questions, please contact me at the telephone number or email listed below.

Warm regards,

Melissa Knoepfler

Melissa Knoepfler
Financial Institutions Division
651-539-1722
melissa.knoepfler@state.mn.us

City of Brooklyn Park Request for Council Action			
Agenda Item:	5.2	**Meeting Date:**	November 24, 2025
Agenda Section:	Public Hearings	**Originating Department:**	Community Development
Resolution:	N/A		
Ordinance:	FIRST READING	**Prepared By:**	John Kinara, Housing and Redevelopment Coordinator
Attachments:	6	**Presented By:**	John Kinara, Housing and Redevelopment Coordinator
Item:	First Reading of an Ordinance Establishing River Walk Estates Homeowners' Association Inc. Housing Improvement Area		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT ON FIRST READING AN ORDINANCE ESTABLISHING RIVER WALK ESTATES HOMEOWNERS' ASSOCIATION INC. HOUSING IMPROVEMENT AREA.

Overview:

The Housing Improvement Act under Minnesota Statute Section 428A.11 to 428A.21 (the "HIA Act") was enacted to allow cities to establish "Housing Improvement Areas" (HIAs) to assist common interest communities, such as townhome associations, with a mechanism for financing housing improvements. The Statute allows the City to establish an HIA within which housing improvements are made and the costs of the improvements are paid on the whole or in part from fees imposed and then assessed against the units within the area. In September 2010, the City Council adopted the Housing Improvement Area Policy to provide guidance in the processing and reviewing of applicants requesting HIA financing.

The establishment of an HIA requires a four-step process;

- The first step (tonight's agenda) is holding a public hearing on both the ordinance and fee resolution regarding the HIA application.
- The second step is to adopt an Enabling Ordinance at City Council which allows the creation of an HIA (first and second required reading).
- The third step is to adopt a Fee Resolution at the Brooklyn Park Economic Development Authority (EDA) enacting the ability to fund the project within an HIA using EDA funds. Tax assessments of each property will allow for the repayment of the EDA funds. The establishment of the fee is contingent on the approval of the HIA Ordinance after the second reading and is subject to a 45-day veto period.
- The fourth and final step is adopting the development agreement at the EDA.

Per State Statute and City policy, to proceed with establishing an HIA, the owners of at least 50% of the housing units within the proposed HIA must file a petition with the City Clerk requesting a public hearing regarding the imposition of a housing improvement fee for the HIA. The petition process removes the City from the responsibility of determining if the improvements are desired by a majority of the owners.

Background:

The River Walk Estates Townhome Association consists of 24 units in 12 buildings located at 1200 - 1247 Dupont Lane North in Brooklyn Park. The buildings were constructed between 2002 and 2018. The Association is seeking a Housing Improvement Area loan from the Brooklyn Park Economic Development Authority in the amount of $200,000 to finance the common areas critical improvements identified by the Association's reserve study in 2024 while maintaining affordable monthly dues and avoiding the need for large special assessments. These improvements are essential to preserve property values, protect the structural integrity of the homes, address drainage and safety concerns, and enhance the overall curb appeal of the community. Presently, the foundations of the homes have deteriorated due to constant stagnating water, improper installation and/or

missing gutters and lack of an efficient drainage system. The Association has worked diligently with independent vendors to identify several deferred maintenance issues which includes gutters, proper drainage, clearing the retention basin and stucco painting.
The Board of Directors has spoken with the entire River Walk Estates community and the majority agree that without HIA financing, the association could face significant dues increases that would burden homeowners. especially, considering the rising cost of HOA insurance, and the effects this has on monthly HOA dues. With the HIA loan, the projects can be completed in a timely and equitable manner, with repayment distributed fairly across all owners through property tax special assessments.

In September 2025, River Walk Estates Homeowners Association applied in accordance with the HIA policy to establish an HIA for their Association. Staff reviewed the application and supporting documentation in consultation with Ehlers financial advisors as well as the EDA's Kennedy and Graven legal team. The submitted application had 16 yes petitions, 0 no petitions and 8 no responses indicating that about 67% of homeowners support the creation of the HIA. The EDA HIA policy requires a threshold of at least 50% support from homeowners.

During a 45-day veto period required by the HIA Act, owners may file an objection with the City Clerk before the effective date of the HIA Ordinance and Resolution. If 45 percent or more of the owners' object, the Ordinance or Fee Resolution will not be adopted. If the HIA Ordinance and Fee Resolution are approved, there will be a future EDA meeting to consider the approval of the development agreement.

Primary Issues to Consider:

What are the proposed property improvements?

The project will consist of common area improvements including the installation of gutters, proper drainage systems, clearing the retention basin, landscaping, housing units' foundation repairs and stucco painting.
The Association received several project bids that were competitively sourced. Better Yards, Sela, Get Fresh Paint and Ben and Eddies were ultimately selected for the project based on the reasonableness of their pricing levels and the completeness of their scopes of work required.

What are the terms of the loan and the proposed source of financing?

A 4% interest rate is proposed for a loan term of 10 years. The rate was set at the current rate the city established for special assessment projects. The source of funding for the project is the Home Improvement Area Revolving Loan Fund that was established in 2010.

How is the loan secured?

The HIA legislation allows the Economic Development Authority (EDA) as the Implementing Entity to impose the fees in the form of a special assessment to each housing unit. Under the HIA, if the taxes which include the prorated HIA fees are not paid, they will be assessed to the property. The annual assessment for each owner has been estimated at $1,146,69 based upon the estimated cost of the proposed improvements. A notice has been sent to each owner notifying them of the proposed Housing Improvement Area and the Estimated Fee.

Budgetary/ Fiscal Issues

The source of funding for the project is the Home Improvement Area Revolving Loan Fund that was established in 2010. The total development cost for the improvements is estimated at $225,000.00 based on the redevelopment costs and other soft fees associated with the project. The application fee to the EDA of $3,000 has been paid and will not be included in the loan. The total costs are allocated equally to each unit. The estimated Total Fee to be imposed on each housing unit in the HIA is approximately $9,375, or $1,146.69 annually inclusive of interest and fees. Sources and uses are summarized in Table 1.

Table 1

River Walk Estates Housing Improvement Area

Sources and Uses of Loan Funds
10-Year Term

Sources and Uses of Funds		
SOURCES OF FUNDS		
EDA Loan Funds		$225,000.00
Association Funds		$0.00
TOTAL		**$225,000.00**
USES OF FUNDS		
Common Costs		$200,000.00
Limited Common Costs		$0.00
Rebate of prepaids special assessments		$0.00
Total Project Costs		**$200,000.00**
Soft Costs		$25,000.00
Total Soft and Loan Costs		**$25,000.00**
TOTAL		**$225,000.00**
Term (years)		10
Average Coupon		4.00%
Semi-Annual Debt Service Payment		$13,760.26
Average Annual Debt Service		$27,520.52
Required Coverage (100%)		$27.520.52
Annual Dues Paid		**$27,520.52**
Breakdown of Soft Costs		
City Administrative Fees		$4,000.00
City Legal Fees (estimate)		$12,000.00
City Financial Advisor Fees (estimate)		$9,000.00
TOTAL		**$25,000.00**

Next Steps:

The process for establishment and deployment of an HIA is as follows:

1) November 24 - City Council meeting – public hearing on the establishment of the HIA (first reading of the ordinance and fee resolution).
2) December 1 - Council meeting – the second reading and possible adoption of the HIA ordinance
3) December 15 - EDA meeting – the EDA considers adopting a fee resolution regarding the assessment to property owners
4) February - EDA meeting – approves a development agreement and associated loan.

Attachments:

5.2A ORDINANCE
5.2B RIVER WALK ESTATES DRAFT FEE RESOLUTION *(TO BE CONSIDERED AT EDA)*
5.2C LOCATION MAP
5.2D RIVER WALK ESTATES HOA APPLICATION
5.2E HIA PUBLIC HEARING NOTICE
5.2F BROOKLYN PARK HIA POLICY

CITY OF BROOKLYN PARK, MINNESOTA

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING RIVER WALK ESTATES
HOUSING IMPROVEMENT AREA

The City Council (the "City Council") of the City of Brooklyn Park, Minnesota (the "City") hereby ordains:

Section 1. Recitals.

1.01. The City is authorized under Minnesota Statutes, Sections 428A.11 to 428A.21, as amended (the "Housing Improvement Act"), to establish by ordinance a housing improvement area within which housing improvements are made or constructed and the costs of such improvements are paid in whole or in part from fees imposed within the area.

1.02. The City has determined a need to establish the River Walk Estates Housing Improvement Area as further defined herein (the "River Walk Estates HIA"), in order to facilitate certain improvements to property known as "River Walk Estates," all in accordance with the Housing Improvement Act.

1.03. The City has consulted with the River Walk Estates Homeowners Association (the "Association") and with residents in the River Walk Estates HIA regarding the establishment of such area and the housing improvements to be constructed and financed under this ordinance.

Section 2. Findings.

2.01. The City Council finds that owners of approximately 67% of the housing units within the River Walk Estates HIA (which exceeds the requirement for owners of at least 50% of the housing units pursuant to Section 428A.12 of the Housing Improvement Act) have filed a petition with the City Clerk requesting a public hearing regarding establishment of such housing improvement area.

2.02. On 11/24/2025, the City Council conducted a public hearing, duly noticed in accordance with the Housing Improvement Act, regarding adoption of this ordinance at which all persons, including owners of property within the River Walk Estates HIA were given an opportunity to be heard.

2.03. The City Council finds that, without establishment of the River Walk Estates HIA, the Housing Improvements (as hereinafter defined) could not be made by the Association or the housing unit owners.

2.04. The City Council further finds that designation of the River Walk Estates HIA is needed to maintain and preserve the housing units within such area.

2.05. The Brooklyn Park Economic Development Authority (the "EDA") will be the implementing entity for the River Walk Estates HIA and the Housing Improvement Fee (as defined in Section 5 below).

2.06. For the purpose of providing full disclosure of public expenditures and financing arrangements for the River Walk Estates HIA (as required under Section 428A.13, subd. 1a(1) of the Housing Improvement Act), the City Council determines that the EDA expects to finance the Housing Improvements with available funds of the EDA which will be reimbursed by a housing improvement fee imposed on unit owners within the River Walk Estates HIA.

2.07. In accordance with Section 428A.13, subd. 1a(2) of the Housing Improvement Act, the City Council determines that the Association will contract for construction of the Housing Improvements.

Section 3. Housing Improvement Area Defined.

3.01. The River Walk Estates HIA is hereby defined as the area of the City including the property addresses and identification numbers listed in **Exhibit A** hereto.

3.02. The River Walk Estates HIA contains 24 housing units as of the date of adoption of this ordinance, along with common areas.

Section 4. Housing Improvements Defined.

4.01. For the purposes of this ordinance and the River Walk Estates HIA, the term "Housing Improvements" shall mean improvements to common areas within the River Walk Estates HIA including without limitation:

Installing Gutters
Installing Drainage Systems
Clearing Retention Basin
Foundation Repair
Stucco Painting

4.02. Housing Improvements shall also be deemed to include:

(a) all costs of architectural and engineering services, overhead, and all similar soft costs in connection with the activities described in Section 4.01 hereof, including without limitation costs of a professional construction manager.

(b) all administration, legal and consultant costs in connection with the River Walk Estates HIA; and

(c) costs of financing the Housing Improvements under the Housing Improvement Act.

Section 5. Housing Improvement Fee.

5.01. The EDA may, by resolution adopted in accordance with the petition (the "Fee Resolution"), hearing and notice procedures required under the Housing Improvement Act, impose a fee on the housing units within the River Walk Estates HIA, at a rate, term or amount sufficient to produce revenues required to provide the Housing Improvements (the "Housing Improvement Fee"), subject to the terms and conditions set forth in this Section. The EDA intends to adopt such a resolution imposing the Housing Improvement Fee on December 16, 2025 (the "Fee Resolution").

5.02. Any Housing Improvement Fee shall be allocated equally to each unit. The City Council specifically finds that such allocation is more fair and reasonable than a fee based upon the tax capacity or square footage of each housing unit (i) because all of the Housing Improvements are to common areas as defined by the Declaration of Covenants, Conditions and Restrictions Relating to the River Walk Estates HIA, dated [date] (the "Declaration") and such Declaration provides for an equal allocation to each unit of the costs of capital improvements to common areas and (ii) because the nature of the Housing Improvements does not create a different benefit to different housing units on the basis of the tax capacity or square footage thereof.

5.03. The Housing Improvement Fee shall be imposed and payable for a period no greater than 10 years after the first installment is due and payable.

5.04. Any Housing Improvement Fee shall be prepayable as specified in the Fee Resolution.

5.05. The Fee Resolution may provide that any fee not prepaid by the housing unit owner shall be deemed to include interest on unpaid Housing Improvements costs at a rate equal to 4.00%.

5.06. The Housing Improvement Fee shall be collected at the same time and in the same manner as provided for payment and collection of ad valorem taxes, in accordance with Section 428A.15 of the Housing Improvement Act and Minnesota Statutes, Section 428A.05. As set forth in Section 428A. 14, subd. 2 of the Housing Improvement Act, the Housing Improvement Fee is not included in the calculation of levies or limits on levies imposed under any law or charter.

5.07. The Housing Improvement Fee shall not exceed the amount specified in the notice of public hearing regarding the approval of such fee; provided, however, that the Housing Improvement Fee may be reduced after approval of the Fee Resolution, in the manner specified in such resolution.

Section 6. Annual Reports.

6.01. On August 15, 2026 and each August 15 thereafter until the Housing Improvement Fee and all interest thereon is paid in full and all Housing Improvement Fee revenues have been expended, the Association (and any successor in interest) shall be required to submit to the EDA, as the implementing entity, a copy of the Association's audited financial statements.

6.02. The Association (and any successor in interest) shall also submit to the City any other reports or information at the times and as required by any contract entered into between that entity and the City or the EDA.

Section 7. Notice of Right to File Objections.

7.01. Within 5 days after the adoption of this ordinance, the City Clerk is authorized and directed to mail to the owner of each housing unit in the River Walk Estates HIA (a) a summary of this ordinance; (b) notice that owners subject to the proposed Housing Improvement Fee have a right to veto this ordinance if owners of at least 45% of the housing units within the River Walk Estates HIA file an objection with the City Clerk before the effective date of this ordinance; and (c) notice that a copy of this ordinance is on file with the City Clerk for public inspection.

Section 8. Amendment.

8.01. This ordinance may be amended by the City Council upon compliance with the public hearing and notice requirements set forth in Section 428A.13 of the Housing Improvement Act.

Section 9. Effective Date.

9.01. This ordinance shall be effective 45 days after adoption hereof, or on the date of publication of this ordinance, whichever is later, subject to the veto rights of housing unit owners under Section 428A.18 of the Housing Improvement Act.

AYES:

NAYS:

Passed by the City Council of the City of Brooklyn Park this __ day of _____, 2025.

_____
Mayor

Attest:

_____
City Clerk

Published:

EXHIBIT A

DESCRIPTION OF PROPERTY

Parcel Number	House Number	Address
1311921330096	1200	Dupont Lane North
1311921330073	1203	Dupont Lane North
1311921330095	1204	Dupont Lane North
1311921330074	1207	Dupont Lane North
1311921330094	1208	Dupont Lane North
1311921330075	1211	Dupont Lane North
1311921330093	1212	Dupont Lane North
1311921330076	1215	Dupont Lane North
1311921330092	1216	Dupont Lane North
1311921330077	1219	Dupont Lane North
1311921330091	1220	Dupont Lane North
1311921330078	1223	Dupont Lane North
1311921330090	1224	Dupont Lane North
1311921330079	1227	Dupont Lane North
1311921330089	1228	Dupont Lane North
1311921330080	1231	Dupont Lane North
1311921330088	1232	Dupont Lane North
1311921330081	1235	Dupont Lane North
1311921330087	1236	Dupont Lane North
1311921330082	1239	Dupont Lane North

1311921330086	1240	Dupont Lane North
1311921330083	1243	Dupont Lane North
1311921330085	1244	Dupont Lane North
1311921330084	1247	Dupont Lane North

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

RESOLUTION NO. 2025-_____

APPROVING A HOUSING IMPROVEMENT FEE FOR RIVER WALK ESTATES HOUSING IMPROVEMENT HOUSING IMPROVEMENT AREA

Section 1. Recitals.

1.01. The City of Brooklyn Park, Minnesota ("City") is authorized under Minnesota Statutes, Section 428A.11 to 428A.21, as amended (the "Housing Improvement Act"), to establish by ordinance a housing improvement area within which housing improvements are made or constructed and the costs of such improvements are paid in whole or in part from fees imposed within the area.

1.02. By ordinance adopted by the City Council of the City (the "City Council") on December 1, 2025 (the "Enabling Ordinance"), the City Council established the River Walk Estates Housing Improvement Area (the "River Walk Estates HIA") in order to facilitate certain improvements to property known as "River Walk Estates," and designated the Brooklyn Park Economic Development Authority (the "EDA") as the implementing entity, all in accordance with the Housing Improvement Act.

1.03. Owners of approximately 67% of the housing units within the River Walk HIA (which exceeds the requirement for owners of at least 50% of the housing units pursuant to Section 428A.12 of the Housing Improvement Act) have filed a petition with the City Clerk requesting a public hearing regarding imposition of a housing improvement fee for the River Walk HIA.

1.04. On November 24, 2025, the City Council conducted a public hearing, duly noticed in accordance with the Housing Improvement Act, regarding adoption of this resolution (the "Resolution") and the Enabling Ordinance at which all persons, including owners of property within the River Walk HIA, were given an opportunity to be heard.

1.05. Prior to the date hereof, River Walk Property Owners Association Inc. (the "Association") has submitted to the EDA a financial plan prepared by an independent third party, acceptable to the EDA and the Association, that provides for the Association to finance maintenance and operation of the common elements in the River Walk HIA and a long-range plan to conduct and finance capital improvements therein, all in accordance with Section 428A.14 of the Housing Improvement Act.

1.06. For the purposes of this Resolution, the term "Housing Improvements" has the meaning provided in the Enabling Ordinance.

Section 2. Housing Improvement Fee Imposed.

2.01. The total estimated costs of the Housing Improvements are approximately $225,000, all of which is proposed to be paid for by the fee imposed hereby. The EDA hereby imposes a fee on each housing unit within the River Walk HIA (the "Housing Improvement Fee") in the amount of

For EDA Consideration

$9,375 (plus interest as provided in Section 2.03 hereof). The total costs of the Housing Improvements are allocated equally to each unit. The City Council specifically found in the Enabling Ordinance, and the Board of Commissioners of the EDA (the "Board") specifically finds, that such allocation is more fair and reasonable than a fee based upon the tax capacity or square footage of each housing unit (i) because all of the Housing Improvements are to common areas as defined by the Declaration of Covenants, Conditions and Restrictions related to the River Walk Property Owners Association, dated _____ (the "Declaration") and such Declaration provides for an equal allocation to each unit of the costs of capital improvements to common areas and (ii) because the nature of the Housing Improvements does not create a different benefit to different housing units on the basis of the tax capacity or square footage thereof.

2.02. The owner of any housing unit against which the Housing Improvement Fee is imposed may, at any time between January 29, 2026 (the effective date of this Resolution) and February 29, 2026, pay the total Housing Improvement Fee imposed against such housing unit to the City Finance Director, in full, without interest thereon. To prepay in full, the amount due shall be $9,375. Any Housing Improvement Fee not prepaid by February 28, 2026, shall not thereafter be pre-payable except in full upon sale of such housing unit but instead shall be paid only in accordance with Section 2.03 hereof.

2.03. If not prepaid in accordance with Section 2.02 hereof, the Housing Improvement Fee shall be payable in equal annual installments extending over a period of 10 years, the first of the installments to be payable in calendar year 2027, which annual payment shall be deemed to include interest on the unpaid Housing Improvement Fee at the rate of 4.00% accruing from February 28, 2026. The estimated annual fee imposed on each of the housing units is $___. __.

2.04. The Housing Improvement Fee, unless prepaid in accordance with Section 2.02 hereof, shall be payable at the same time and in the same manner as provided for payment and collection of ad valorem taxes, as provided in Sections 428A.14 and 428A.15 of the Housing Improvement Act.

Section 3. Notice of Right to File Objections.

3.01. Within 5 days after the adoption of this Resolution, the City Clerk is authorized and directed to mail to the owner of each housing unit in the River Walk HIA (a) a summary of this Resolution; (b) notice that owners subject to the Housing Improvement Fee have a right to veto this Resolution if owners of at least 45% of the housing units within the River Walk HIA file an objection with the City Clerk before the effective date of this Resolution; and (c) notice that a copy of this Resolution is on file with the City Clerk for public inspection.

Section 4. Effective Date.

4.01. This Resolution shall be effective 45 days after adoption hereof, subject to (a) the veto rights of housing unit owners under Section 428A.18 of the Housing Improvement Act; and (b) execution in full of a development agreement between the EDA and the Association providing for construction of the Housing Improvements.

For EDA consideration

Section 5. Filing of Housing Improvement Fee.

5.01. After January 29, 2026, the effective date of this Resolution, the City Clerk shall file a certified copy of this Resolution to the Hennepin County Director of Taxation to be recorded on the property tax lists of the county.

The foregoing resolution was introduced by Commissioner ____ and duly seconded by Commissioner ___. The following Commissioners voted in favor of the resolution: _____. The following Commissioners voted against the resolution: _____. The following Commissioners were absent: _____. Whereupon the resolution was adopted.

ADOPTED: December 15, 2025

President

Executive Director

For EDA Consideration

CityView map

11/12/2025

Brooklyn Park
Unique. United. Undiscovered.



Map Scale = 1: 905

75 ft 1 in

Map provided by the City of Brooklyn Park, MN. This map is for general reference only. It is not for legal, engineering, or surveying use. Please contact the sources of the information if you desire more details. www.brooklynpark.org

City of Brooklyn Park

Housing Improvement Area (HIA): Overview and Application

A Housing Improvement Area (HIA) is a defined area within a city where housing improvements to Common Interest Communities, such as townhome associations, are made and the cost of the improvements are paid in whole or in part from fees imposed on the properties within the area.

- Basically, the Association borrows low interest money from the City;
- Permanent, common area improvements are completed; and
- Unit owners repay the loan through fees imposed on their properties and collected with property tax payments.
- The City may establish an HIA within a Common Interest Community only at the request of the Association.
- Improvements must be common area improvements such as siding, roofs, etc.
- Financing is available as "last resort" option for associations that cannot obtain other financing.
- Over 50% of the owners must sign a petition requesting the City Council hold a public hearing to consider implementing the HIA.
- Owners may veto the process if 45% of the owner's object to the ordinance.
- The average market value for units must be at or less than the value of homes in the first-time homebuyer programs, for 2024, this is $515,200 based upon the Minnesota Housing cost limit for homes.

If your association is interested in learning more about this finance tool, please review the application procedure and policy and contact John Kinara, Housing and Redevelopment Coordinator, at John.Kinara@brooklynpark.org or call 763-493-8054.

Eligible Applicants:

Eligible applicants include town home associations that are requesting last resort financing for common area improvements. The town home association must include findings that without the housing improvement area, the proposed improvements could not be made by the associations or housing unit owners, and the HIA designation is needed to maintain and preserve the housing units within the housing improvement area.

As a matter of adopted policy, the City will consider using HIA financing to assist private property owners only in those circumstances in which the proposed private projects address one or more of the following goals:

a. Ensure stable neighborhoods through revitalization and upgrading of the existing housing stock in the neighborhood.
b. Stabilize or increase the owner-occupancy level within a neighborhood or Association.
c. Increase or prevent the loss of the tax base of the City in order to ensure the long-term ability of the City to provide adequate services for its residents.

Eligible Improvements

1. Housing improvements may include improvements to common elements of a condominium or other common interest community. All work must be completed by licensed contractors and the City may require additional work to be completed based on City inspections. Improvements include, but are not limited to:
   a. Siding, roofing, grading, driveways, decks, porches, exterior doors, public safety improvements, community building repairs and energy efficiency improvements.

b. Comprehensive exterior improvements that enhance the overall architectural character and add value to an Association.
c. Projects that utilize Crime Prevention through Environmental Design (CPTED) guidelines, such as: installing improved lighting, improving landscaping to maximize visibility, installing perimeter fencing, and for the installation of surveillance cameras.

Payment and Fees

1. The association must provide a $3,000 processing fee upon approval of the HIA.

2. The interest rate shall be adjusted annually and set at the same rate the city establishes for special assessment projects.

3. The minimum loan amount is $100,000 and the maximum will be determined based upon availability of funds.

4. The term of the HIA should be the shortest term possible while still making the annual fee affordable to the association members. The Loan Term must not exceed ten years for projects less than $500,000 or fifteen years for projects exceeding $500,000.

5. The City will impose fees and collect payments along with the collection of property taxes

Application Procedure

1. Meet with EDA staff to discuss the scope of the project, application requirements, and timeline for project.
2. Complete the application for the establishment of a Housing Improvement Area. Submit application with required documents to the Project Manager for review.
3. The EDA staff will review the application and the feasibility of the project.
4. Staff will prepare a report for the City Council and the applicant; the report will contain a financial and legal analysis of the project. In addition, there will be a public hearing held on the establishment of the Housing Improvement Area. (1st Council Meeting, 1st reading of ordinance, 1st Public Hearing)
5. At the second City Council meeting, the HIA ordinance will have a second reading and the City Council will approve or deny the establishment of the HIA ordinance. There will also be a public hearing to establish the fees for the Association. (2nd Council Meeting, 2nd reading of HIA ordinance, 2nd Public Hearing for fee establishment)
6. If the HIA is approved, the EDA will review the Development Agreement between the City and the Association. If approved, the Development Agreement will be executed subject to the successful passage of the veto period of 45 days. (If 45% or more of the owners file a written objection within the veto period, the City cannot establish the HIA). (1st EDA Meeting)
7. It is understood that City Staff or City Council may from time to time determine that a different process which is outlined is more appropriate, given the circumstances of each individual request.

City of Brooklyn Park Preliminary HIA Application

Legal Name of Association River Walk Estates Homeowners Association

Mailing Address 1331 Tyler St NE, Ste 202, Minneapolis, MN 55413

Name of Association Contact Person Tasha Alexander Phone: 612-202-8094

Name of Management Company/Agent Cities Managment, Steve Kvasnik, Community Association Manager

_____ Phone: 612-381-8600

Location of the Project Site 1200 - 1247 Dupont Lane N, Brooklyn Park, MN 55444

Provide a description of the proposed project. Please include:

1. A general description of the project
2. A list of improvements and estimated project budget
3. The number of buildings and units
4. An explanation for why the Housing Improvement Area financing is necessary to undertake the project. Include any documentation regarding efforts to secure financing.

What is the anticipated loan amount? $200,000

How do you propose the fee to be charged to the property owners? (Select one)

1. Equally among all properties X
2. Based on unit size, other: _____

Attach a copy of the following documents:

X The Association Bylaws
X Financial statements for the previous two years
X A financial plan prepared by an independent third party that provides for the association to finance maintenance and operation of the common elements in the town home association and a long-range plan to conduct and finance future capital improvements
X Evidence that the association has been in existence for 10 years
X Evidence that the average market value is less than $515,200
X Signed petition documents from at least 50% of the owners

_____ At least 3 project bids

Please submit the preliminary HIA application to:

City of Brooklyn Park
Economic Development & Housing Division C/O John Kinara
5200 85th Ave N
Brooklyn Park, MN 55443

For questions or electronic document submission please contact John Kinara, Housing and Redevelopment Coordinator, at John.Kinara@brooklynpark.org or 763-493-8054.

NOTICE OF PUBLIC HEARING
RIVER WALK ESTATES
HOUSING IMPROVEMENT AREA

NOTICE IS HEREBY GIVEN that the City Council of the City of Brooklyn Park, Minnesota (the "City") will hold a public hearing on

Monday, November 24, 2025, at 6:00pm or as soon thereafter as the matter may be heard

in the City Council chambers in City Hall located at 5200 85th Avenue North in the City, regarding *adoption of an ordinance* to establish the River Walk Estates Housing Improvement Area (the "HIA) and regarding a *resolution imposing fees* on housing units within the HIA under Minnesota Statutes, Sections 428A.11 to 428A.21, as amended (the "Housing Improvement Act").

The boundaries of the proposed HIA are shown in the map below. Within the HIA, the City proposes to facilitate various improvements to the River Walk Estates Homeowners Association. The improvements would be financed by fees imposed on the owners of units. Details regarding the hearing, the improvements and the fees are described below:

1. Persons to be heard: All persons owning housing units in the proposed HIA that would be subject to a fee for housing improvements, and all other interested persons, will be given an opportunity to be heard at the hearing.

2. Proposed Housing Improvements: The project will include installing gutters, installing drainage systems, clearing retention basin, foundation repair, and stucco painting.

3. Estimated Cost of Improvements to be paid in whole or in part by housing improvement fee: approximately $225,000, including construction costs, administrative costs, soft costs, and financing costs.

4. Amount to be charged against each housing unit: The total costs are allocated equally to each unit. The estimated Total Fee to be imposed on each housing unit in the HIA is approximately $9,375 and the estimated Annual Fee* fee to be imposed on each of the housing units in the HIA is approximately $1,146.69.

*The Annual Fee includes interest at the rate of 4.00% per annum and is payable if the unit owner does not prepay the Total Fee as described below.

5. Owner's right to prepay: Housing unit owners may prepay the Total Fee in full, without interest, by February 28, 2026. *After February 28, 2026, the fee may not be prepaid except in full upon sale of such housing unit.* The unpaid balance will be imposed as an Annual Fee as described in paragraph 6, below.

6. Number of years the fee will be in effect: If owners do not prepay the Total Fee in full by February 28, 2026, the Annual Fee will be imposed in equal installments over a 10-year period. The first installment will be due and payable with taxes payable in 2027. The annual installments will be in the amount of the Annual Fee, described in paragraph 4 above.

7. Compliance with Petition Requirement: Owners of more than 50% of the housing units that would be subject to the proposed fee in the HIA have filed a petition with the City Clerk requesting a public hearing on both the ordinance creating the HIA and the proposed fee, in accordance with Section 428A.12 of the Housing Improvement Act.

For further information on the proposed HIA, ordinance and housing improvement fee, contact John Kinara at 763-493-8054 or via e-mail to john.kinara@brooklynpark.org.

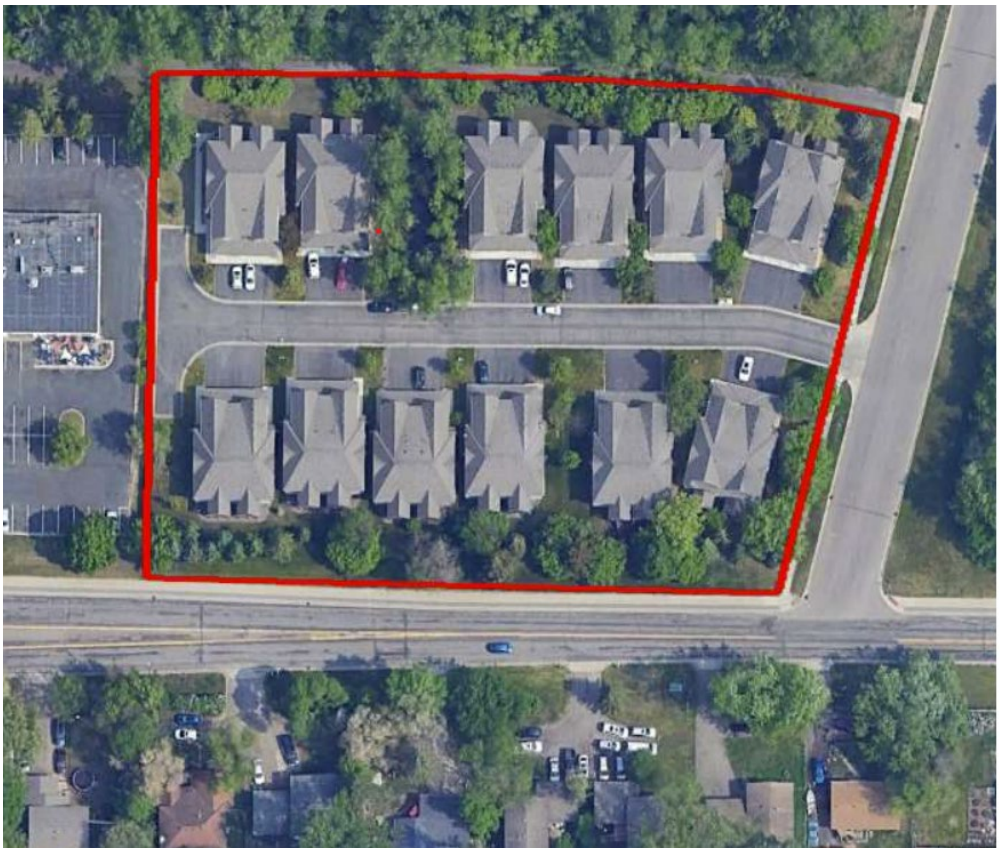
Some members of the City Council will participate in the meetings by telephone pursuant to Minnesota Statutes, Section 13D.021 rather than in person at the City Council's regular meeting place at City Hall, 5200 85th Avenue North, Brooklyn Park, Minnesota. Members of the public can monitor the Council meetings in person or by watching it on CCX Media Channel 16 or by livestreaming it at https://nwsccc-brooklynpark.granicus.com/ViewPublisher.php?view_id=5.

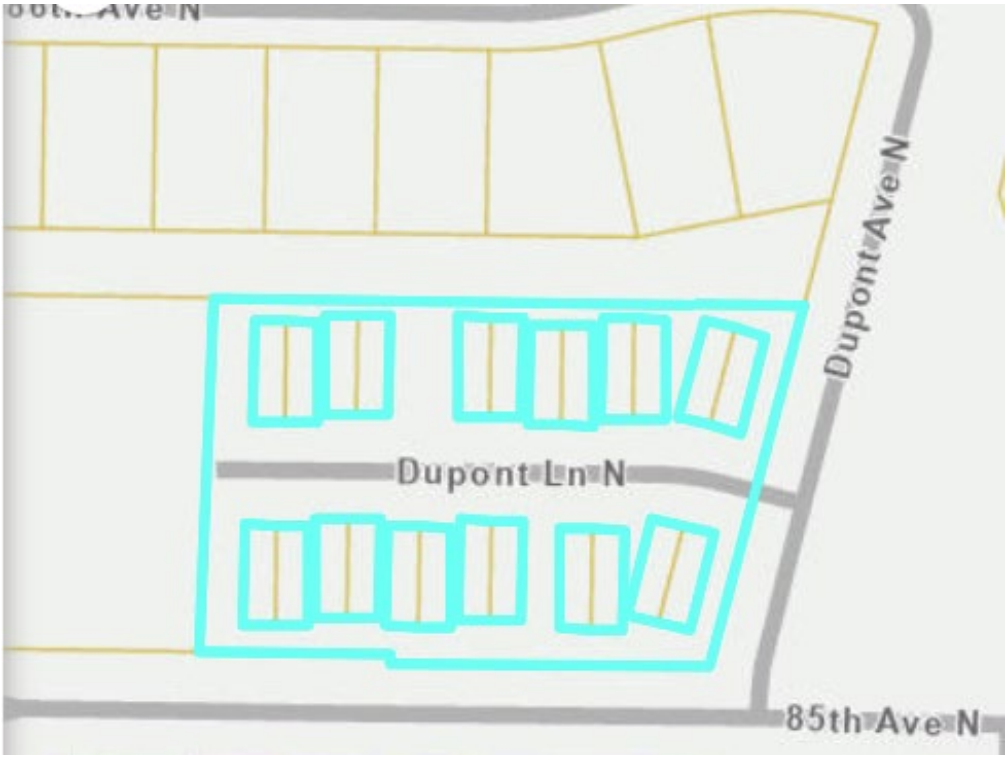
Anyone who wants to address the Council during the Public Comment period or on an Agenda Item may do so in person or by calling 763-493-8180 or emailing Devin Montero by 4:30 p.m. on the meeting day. You will be asked to provide your name, address, email, and phone number. You will then be registered to speak during the Public Comment period or on the agenda item and will be provided with the call-in number to address the Council.

Members of the public who desire to give input or testimony during the meeting may do so in person or by texting City Clerk Devin Montero at 763-439-8180 or emailing him at devin.montero@brooklynpark.org (Subject line: "Council Testimony").

If you need these materials in an alternative format or need reasonable accommodations for a City Council meeting, please provide the City with 72-hours' notice by calling 763-424-8000 or emailing Cindy Devonish at Cindy.Devonish@brooklynpark.org
Para asistencia, 763-424-8000; Yog xav tau kev pab, 763-424-8000.

Dated: November 13, 2025




Dupont Ave N
Dupont Ln N
85th Ave N

THE CITY OF BROOKLYN PARK & BROOKLYN PARK HOUSING IMPROVEMENT AREA POLICY

1. Purpose

A. The purpose of this policy is to establish the City's position relating to the use of Housing Improvement Area (HIA) financing for private housing improvements. This policy shall be used as a guide in processing and reviewing applications requesting HIA financing.

B. The City shall have the authority to amend or waive sections of this policy when determined necessary.

2. Authority

A. The City of Brooklyn Park is authorized under Minnesota Statutes, Section 428A.11 to 428A.21 (the "Housing Improvement Act") to establish by ordinance a Housing Improvement Area (HIA) within which housing improvements are made or constructed and the costs of the improvements are paid in whole or in part from fees imposed within the area.

B. Within a HIA, the City has the authority to:
   (1) Make housing improvements to common elements of a condominium or other common interest communities
   (2) Use EDA loan funds as financing for HIA improvement
   (3) Impose fees and collect payments along with the collection of property taxes
   (4) Issue bonds

C. The City has the authority to review each HIA petition to determine eligibility based up on the scope of improvements, the association's finances, and long term financial plans.

D. The City has the authority to refuse HIA establishment if the common interest community is unable to prove the HIA improvements could not be made by the association or housing unit owners, and that the improvements are needed to maintain and preserve the housing units within the proposed HIA.

E. The City may delegate "implementing authority" to the EDA.

3. Eligible Uses of HIA Financing

A. Housing improvements may include improvements to common elements of a condominium or other common interest community. All work must be completed by

licensed contractors and the City may require additional work to be completed based on City inspections. Improvements include, but are not limited to:

(1) Siding, roofing, grading, driveways, decks, porches, exterior doors, public safety improvements, community building repairs and energy efficiency improvements.

(2) Comprehensive exterior improvements that enhance the overall architectural character and add value to an association.

(3) Projects that utilize Crime Prevention through Environmental Design (CPTED) guidelines, such as: installing improved lighting, improving landscaping to maximize visibility, installing perimeter fencing, and for the installation of surveillance cameras.

B. As a matter of adopted policy, the City will consider using HIA financing to assist private property owners only in those circumstances in which the proposed private projects address one or more of the following goals:

(1) Ensure stable neighborhoods through neighborhood revitalization and upgrading of the existing housing stock in the neighborhood.

(2) Stabilize or increase the owner-occupancy level within a neighborhood or association.

(3) Increase or prevent the loss of the tax base of the City in order to ensure the long-term ability of the City to provide adequate services for its residents.

4. HIA Approval Criteria

A. Each association shall provide a copy of their bylaws for the City to review. Evidence of organization under *Minnesota Statutes 515B* is desired but not required. Bylaws must allow the association to enter into a Development Agreement with the City.

B. The association shall provide financial statements for the previous two (2) years so the City can determine the association's level of fiscal responsibility. This review shall include all outstanding payables, liens, loans and any other outstanding financial obligations.

C. All applicants must be town home associations that have been in existence for 10 years or more.

D. Prior to approval the association must submit to the City a financial plan prepared by an independent third party, such as a professional management company, that provides for

the association to finance maintenance and operation of the common elements and a long-range plan to conduct and finance capital improvements.

E. The average market value of units in the association must not exceed the maximum home purchase price for existing homes under the State's first time homebuyer program. For 2010, the metro amount is $298,125, amount to be adjusted annually.

F. The proposed project, including the use of HIA financing, must be supported by a majority of 50% or more of the owners within the association. The association must include the results of a membership vote along with the petitions to create the area.

G. HIA financial assistance is last resort financing and will not be provided to projects that have the financial feasibility to proceed without the benefit of HIA financing. Evidence that the association has sought other financing for the project should be provided and should include an explanation and verification that an assessment by the association is not feasible along with letters from private lenders or other evidence indicating a lack of financing options.

H. The City may require a needs assessment to determine and prioritize the scope of improvements.

5. Project Financing

A. The association must provide a $3,000 processing fee upon approval of the HIA.

B. The interest rate shall be adjusted annually and set at the same rate the city establishes for special assessment projects.

C. The minimum loan amount is $100,000 and the maximum will be determined based upon availability of funds.

D. The term of the HIA should be the shortest term possible while still making the annual fee affordable to the association members. The Loan Term must not exceed ten years for projects less than $500,000 or fifteen years for projects exceeding $500,000.

City of Brooklyn Park
Request for Council Action

Agenda Item:	5.3	**Meeting Date:**	November 24, 2025
Agenda Section:	Public Hearings	**Originating Department:**	Operations & Maintenance
Resolution:	XX	**Prepared By:**	Marc Culver, Director of Public Works and Tim Pratt, Recycling Manager
Ordinance:	N/A		
Attachments:	2	**Presented By:**	Marc Culver, Public Works Director
Item:	Public Hearing and Approving City Code Appendix Fee Resolution Table Amendments to Recycling Utility Service Charges and Water Utility Service Charges		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2025-_____ TO APPROVE CITY CODE APPENDIX FEE RESOLUTION TABLE AMENDMENTS TO RECYCLING UTILITY SERVICE CHARGES

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2025-_____ APPROVING CITY CODE APPENDIX FEE RESOLUTION TABLE AMENDMENTS TO WATER UTILITY SERVICE CHARGES

Overview:

This request is for approval of City Code Appendix fee resolution table amendments to recycling charges to adequately fund the curbside recycling collection and the Curbside Bulky Waste Cleanup program within the residential recycling program in the City as well as to the overall Water Utility rates and charges to support increases related to personnel and operating costs.

City Charter Section 13.02, Rates and Finances, requires a public hearing is held before municipal utility rates and charges are fixed or changed. City Charter Section 13.07, Notice of Public Hearings, requires notice of public hearings for consideration of changes to rates and charges. The legal notice was published in the Brooklyn Park Sun-Post on November 13, 2025.

RECYLCING

In November 2022, the Council agreed to award the recycling contract to Waste Management under which the rate charged to the City will go up by the rate of inflation or 4.5% whichever is lower per year.

Also, in November 2023 the Council approved a contract extension for the Curbside Bulky Waste Cleanup. Under the contract extension fees to collect and dispose of unwanted items will increase by approximately the rate of inflation each year.

The Recycling program is an enterprise fund. Continuation of both curbside recycling and the Bulky Waste Curbside Cleanup program require additional revenue to cover the program costs.

After a thorough review of the program expenses, staff is recommending $0.25 per household per month increase in the recycling fee to fully fund the recycling program; this reflects a 1% increase in the overall rate. Staff is recommending keeping the Multi-Family Unit fee at the 2025 rate of $9.45 as a 1% increase would not be a significant increase in the overall rate.

WATER

In December of 2021, City Council established increases for rates and charges for the Water Utility for four years ending with a rate increase of 4.9% on average for the quarterly meter charges and an average of 4.1% for the water usage rates.

As per the City Charter and ordinances, the water utility is an enterprise fund and operated as a "self-sustaining business" with rates and charges that cover full costs of production, distribution, sales, rehabilitation, and replacement. The water utility is completely separate from the general fund. Therefore, revenue must equal or exceed operational expenses and planned CIP expenses over an extended period of time.

City staff is working to conduct a thorough and comprehensive rate analysis of the water utility. However, given unknowns with the ultimate capital and operational costs of a required PFAS Treatment Facility in the very near future, staff is recommending a delay in a long-term analysis and subsequent establishment of long-term rate increases. Staff expects to conduct this study in the first or second quarter of 2026 and will present findings to Council with further recommendations for 2027 and beyond.

For 2026, with budgeted staff and operational cost increases, staff is recommending a 4% increase across all charges and usage rates. A summary of these increases for the average Brooklyn Park residential user is listed below:

- Increase fixed quarterly meter charge fee from $7.95 to $8.25
- Increase water usage rate per 1,000 gallons for tier 1 (0-40,000 gallons/qtr.) from $2.70 to $2.80
- Increase water usage rate per 1,000 gallons for tier 2 (40,000-80,000 gallons/qtr.) from $3.85 to $4.00
- Increase water usage rate per 1,000 gallons for tier 3 (80,000+ gallons/qtr.) from $4.80 to $5.00
- Increase irrigation water usage rate per 1,000 gallons from $4.80 to $5.00
- Increase the Water Access Charge (WAC) or hook-up charge by $175 from $2,875 to $3,000
- A **low use** residential user (20,000 gal/qtr.) would see their water bill increase $2.30 per quarter (**$0.77/month**) in 2026.
- A **medium use** residential user (27,000 gal/qtr.) would see their water bill increase $3.00 per quarter **($1.00/month**) in 2026.
- A **high use** residential user (50,000 gal/qtr.) would see their water bill increase $5.80 per quarter (**$1.93/month)** in 2026.

Primary Issues/Alternatives to Consider:
The City Council has the following options:

1. Approve the amendments as recommended (staff recommendation)
2. Do nothing

Budgetary/Fiscal Issues:
The $0.25/household/month ($0.75/household/quarter) single family amendment to the recycling utility service charge will provide additional revenue. The additional revenue is necessary to cover the estimated increased contractual expenses from the curbside recycling contract and the Bulky Waste Curbside Cleanup contract extension.

The proposed 4% increase on charges and rates for the Water Utility will increase revenues to fund increases in staff and operational costs in the short term.

Upon approval, the fee adjustments will begin appearing on utility bills in January.

Attachments:

5.3A RESOLUTION – AMENDING RECYCLING UTILITY SERVICE CHARGES
5.3B RESOLUTION – AMENDING WATER UTILITY SERVICE RATES AND CHARGES

RESOLUTION #2025-

RESOLUTION TO APPROVE CITY CODE APPENDIX FEE RESOLUTION TABLE AMENDMENTS TO RECYCLING UTILITY SERVICE CHARGES

WHEREAS, on November 14, 2022, the City Council authorized the Mayor and City Manager to enter into a four-year agreement with Waste Management for curbside recycling services under which the charge to the City will increase by approximately 4.5% per year; and

WHEREAS, at the November 13, 2023, meeting, the City Council authorized the Mayor and City Manager to enter into a three-year agreement with Republic Services for the Curbside Bulky Waste Cleanup program under which the charge to the City will increase by 4.5% or the cost of inflation (whichever is lower); and

WHEREAS, the following City Code Appendix fee resolution table amendments to Recycling Utility Service Charges table are recommended to adequately fund the recycling program:

RECYCLING SERVICE CHARGES

Quarterly Recycling Service Charges			
Year	**Single-Family through Eight Residential Unit**	**Multi-Family Units**	**Reference**
January 1, 2026	$25.95 per unit per quarter	$9.45 per unit per quarter	§98.39

WHEREAS, a public hearing concerning the amendments was held on November 24, 2025.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BROOKLYN PARK to approve City Code Appendix fee resolution table amendments to the Recycling Service Charges table as proposed within this resolution.

RESOLUTION #2025-

RESOLUTION APPROVING CITY CODE APPENDIX FEE RESOLUTION
TABLE AMENDMENTS TO WATER UTILITY RATES AND CHARGES

WHEREAS, the current water access charges and water rates and charges adjustments ended December 31, 2025; and

WHEREAS, the rate analysis recommends the following City Code Appendix fee resolution table amendments to the Water Access Charges table:

WATER ACCESS CHARGES

Year	Amount of Unit Charge	Reference
June 1, 2026	$3,000	§100.63
WAC total charge is calculated utilizing the same unit charge multiplier as per the Metropolitan Council Environmental Services (MCES) Sewer Availability Charge (SAC) Procedure Manual.		

WHEREAS, the rate analysis recommends the following City Code Appendix fee resolution table amendments to the Water Rates and Charges table:

WATER RATES AND CHARGES

QUARTERLY WATER RATES AND CHARGES

Year	Multi-Family, Commercial, Industrial and Institutional	Residential (Individually Metered)	Irrigation (Separately Metered)	Reference
January 1, 2026	$8.25 per 5/8" Meter Equivalent plus $2.80 per 1,000 gallons used	$8.25 per 5/8" Meter Equivalent plus $2.80 per 1000 gallons used for the first 40,000 gallons and $4.00 for each 1000 gallons used in excess of 40,000 and $5.00 for each 1,000 gallons used in excess of 80,000	$8.55 per 5/8" Meter Equivalent plus $5.00 per 1000 gallons used	§100.55

The following rates reflect service charges for larger meter sizes

Year	Meter Size	Water Service Charge	Irrigation Service Charge	Reference
January 1, 2026	3/4"	$9.10	$9.40	§100.55
January 1, 2026	1"	$11.60	$11.95	§100.55
January 1, 2026	1 ½"	$14.90	$15.35	§100.55
January 1, 2026	2"	$24.00	$24.75	§100.55
January 1, 2026	3"	$90.95	$93.80	§100.55
January 1, 2026	4"	$115.75	$119.40	§100.55
January 1, 2026	6"	$176.65	$179.10	§100.55
January 1, 2026	8"	$239.75	$247.30	§100.55

Meter equivalents are as defined by Water Rates (AWWA NO. M1) as published by American Water Works Association.

WHEREAS, a public hearing concerning the amendments was held on November 24, 2025.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park to approve City Code Appendix fee resolution table amendments to the Water Access Charges table and Water Quarterly Rates and Charges table as proposed within this resolution.

City of Brooklyn Park
Request for Council Action

Agenda Item:	6.1	**Meeting Date:**	November 24, 2025
Agenda Section:	Land Use Actions	**Originating Department:**	Community Development
Resolution:	X		
Ordinance:	N/A	**Prepared By:**	Dylan Armstead, Senior Project Manager
Attachments:	4	**Presented By:**	Dylan Armstead, Senior Project Manager Cara Donovan, Senior Planner
Item:	Consider Adoption of Resolution Granting Preliminary Authorization for the Issuance of Conduit Revenue to Enable Proposed 275-Unit Affordable Housing Development by Roers Companies at 6716 85th Avenue North		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2025 ____ GRANTING PRELIMINARY AUTHORIZATION FOR THE ISSUANCE OF CONDUIT REVENUE BONDS FOR THE BENEFIT OF ROERS COMPANIES; APPROVING A HOUSING PROGRAM WITH RESPECT THERETO; APPROVING AN APPLICATION FOR AN ALLOCATION OF BONDING AUTHORITY; DECLARING OFFICIAL INTENT REIMBURSE CERTAIN COSTS; AND TAKING CERTAIN OTHER ACTIONS

Overview:

Roers Companies has submitted a formal request and the required $500 application fee for the City's consideration to act as a conduit issuer for qualified residential rental housing bonds upon allocation of bonding authority from Minnesota Management and Budget (MMB) for a proposed 275-unit affordable housing development at 6716 85th Avenue North. The project would redevelop a 4.37-acre site (formerly the Tessman family property) into workforce housing serving families at or below 60% Area Median Income (AMI). Per the City's Conduit Debt Financing Policy, the City Council has discretion to consider this application. In other words, the City Council is under no obligation to approve this request.

Conduit Revenue Bonds do not include the use of City Funds. These are often referred to as 'pass-through-bonds' that allow the Borrower to leverage the credit rating of the City to secure attractive financing terms.

Since this is a more formalized process with a complete application, the City Council needs to react to the application. The City Council can approve the request, deny the request, or forward to Work Session for further direction (this would likely result in missing certain funding application deadlines). Ideally, this project would have first started in Work Session, but due to Conduit Bond Policy and Application Deadlines, the request is brought forward in this format at this time.

Approval for Conduit Bonds does not approve the project. That said, it does give a preliminary indication to the Developer (and the Public) that the City Council is open to the project.

Project Details:

- 275-units of Low-Income Housing Tax Credit (LIHTC) housing restricted at or below 60% AMI
- Property Tax Classification = 4(d)1
- Family-focused unit mix with 3-bedroom and 4-bedroom units
- Six-story building with underground parking and high-quality amenities indistinguishable from market-rate developments
- Site location at 6716 85th Avenue North (4.37 acres)

- Roers estimated bond amount of approximately $24 million

Conduit Bond Process:

Per the City's Conduit Debt Financing Policy adopted August 18, 2014:

- The borrower has submitted the required $500 application and written request
- These are conduit bonds that do not affect the City's Bank Qualifications (BQ) or constitute a general obligation of the City
- The City acts solely as a pass-through entity to enable access to tax-exempt financing
- Application (which must include, among other things, the proposed resolution of the City preliminarily approving the issuance of bonds) must be submitted to MMB by early January 2026 for an allocation of bonding authority from the housing pool, and if not successful, a subsequent application must be submitted to for an allocation from the unified pool in July 2026

Financial Benefits to the City:

- Bond issuance fee: 0.5% of principal amount (approximately $120,000 based on $24 million)
- Annual maintenance fee: 0.10% of average outstanding principal beginning first anniversary
- Estimated park dedication fees: $400,000
- Annual tax base increase: Approximately $260,000 (assuming 4D tax classification)

Rezoning Request:

Concurrent with this bond application, Roers Companies has communicated its intent to request a rezoning to Transit Oriented Development – Core (TOD-C) allowing up to 6 stories and 100/units acre, consistent with adjacent properties including the Tessman Ridge Apartments. This rezoning will be processed separately through the Planning Commission and City Council at a future date. Since the requests requires a Comprehensive Plan Amendment and Zoning Amendment, the City Council has broad discretion as to approve or not approve that request.

Primary Issues/Alternatives to Consider:

The City Council has discretion under the Conduit Debt Financing Policy to consider this application and resolution. In other words, the City Council is not obligated to approve this request.

1. Approve the application and adopt the resolution
    a. City's bond counsel prepares and submits application to MMB on or before second Tuesday in January 2026
    b. If MMB awards allocation, closing occurs within 180 days
    c. City collects 0.5% issuance fee upon closing
    d. City collects 0.10% annual maintenance fee beginning first anniversary
    e. Developer proceeds with construction upon bond closing

2. Deny the application and decline to adopt the resolution
    a. Application fee of $500 retained by City per policy
    b. If developer secures alternative governmental issuer, per City policy:
        i. City would be required to hold public hearing for host approval
        ii. City Council would consider host approval and consent
        iii. If host approval granted, City collects 0.5% fee

Budgetary/Fiscal Issues:

Proposed Development Project Financing

As currently proposed, the Developer is not requesting any City Dollars. The project proposes a mix of private mortgages and Low Income Housing Tax Credits (LIHTC).

Revenue to the City:

- Application fee (received): $500
- Annual maintenance fees: 0.10% of outstanding principal (initially, ~$24,000/year based on $24 million))
- Park dedication fees: $400,000
- Annual property tax revenue: $260,000 (Roers estimate)

The City's Bond Counsel confirms this issuance will not impact the City's debt capacity, does not constitute a general or moral obligation of the City, and will not be secured by the City's taxing powers or assets.

Attachments:

6.1A RESOLUTION
6.1B ROERS COMPANIES PROJECT PROPOSAL
6.1C ROERS PRESENTATION (PROJECT DETAILS)
6.1D CITY OF BROOKLYN PARK CONDUIT DEBT FINANCING POLICY

CITY OF BROOKLYN PARK, MINNESOTA

RESOLUTION #2025-__

RESOLUTION GRANTING PRELIMINARY AUTHORIZATION FOR THE ISSUANCE OF CONDUIT REVENUE BONDS FOR THE BENEFIT OF ROERS COMPANIES; APPROVING A HOUSING PROGRAM WITH RESPECT THERETO; APPROVING AN APPLICATION FOR AN ALLOCATION OF BONDING AUTHORITY; DECLARING OFFICIAL INTENT REIMBURSE CERTAIN COSTS; AND TAKING CERTAIN OTHER ACTIONS

WHEREAS, the City of Brooklyn Park, Minnesota (the "City") is a home rule charter city, municipal corporation, and political subdivision duly organized and existing under its Charter and the Constitution and laws of the State of Minnesota; and

WHEREAS Pursuant to Minnesota Statutes, Chapter 462C, as amended (the "Housing Act"), the City is authorized to carry out the public purposes described in the Housing Act by providing for the issuance of revenue bonds or other obligations to finance or refinance multifamily housing developments located within the City. As a condition to the issuance of revenue bonds or other obligations under the Housing Act, the City must prepare and adopt a housing program providing the information required by Section 462C.03, subdivision 1a of the Housing Act (the "Housing Program") and must conduct a public hearing in accordance with the requirements of Section 147(f) of the Internal Revenue Code of 1986 (the "Code"), and the regulations promulgated thereunder (the "Regulations"), and the requirements of the Housing Act; and

WHEREAS, Section 147(f) of the Code requires a duly noticed public hearing to be held by the City Council (the "Council") on the proposed issuance of revenue bonds or other obligations and the location and nature of the proposed facilities to be financed. Section 462C.04, subdivision 2 of the Housing Act requires a public hearing to be held on the Housing Program after one publication of notice in a newspaper circulating generally in the City, at least ten (10) days before the hearing. Section 462C.04, subdivision 2 of the Housing Act further requires that on or before the day on which the notice of public hearing is published, the City submit the Housing Program to the Metropolitan Council for its review and comment as to whether such Housing Program furthers local and regional housing policies, among other things; and

WHEREAS, under Section 146 of the Code, the Bonds (as hereinafter defined) must receive an allocation of the bonding authority of the State of Minnesota. An application for such an allocation must be made pursuant to the requirements of Minnesota Statutes, Chapter 474A, as amended (the "Allocation Act"), and preliminary approval of the issuance of the Bonds by the Council is sufficient to authorize the submission of an application to the State of Minnesota Management and Budget ("MMB") for an allocation of bonding authority with respect to the Bonds to finance the Project (as hereinafter defined); and

WHEREAS, MMB will allocate bonding authority from the housing pool established under the Allocation Act commencing on the second Tuesday in January for applications received on or before the Monday of the preceding week, and once the housing pool is depleted, MMB will allocate bonding authority from the unified pool established under the Allocation Act on the Monday of every other week beginning with the first Monday in July through and on the last Monday in November for applications received on or before the Monday of the preceding week; and

WHEREAS, Roers Companies ("Roers") has proposed that the City issue pursuant to the Housing Act its tax-exempt conduit revenue bonds or other obligations in an aggregate principal amount not to exceed $24,000,000 (the "Bonds"), the proceeds of which will be loaned by the City to a limited liability company or other entity to be formed by Roers or affiliated therewith, successor thereto, or assign thereof (the "Borrower"). The Borrower will apply the proceeds of such loan to: (i) the acquisition, construction, and equipping of an approximately 275-unit multifamily rental housing development and facilities functionally related and subordinate thereto, to be located at 6716 85th Avenue North in the City (the "Project"); (ii) the funding of one or more reserve funds to secure the timely payment of the Bonds, if necessary; (iii) the payment of interest on the Bonds during the construction and lease-up of the Project, if necessary; and (iv) the payment of the costs of issuing the Bonds, if necessary; and

WHEREAS, the Project will be owned and operated by the Borrower and, as required by Section 142(d) of the Code, 40 percent or more of the residential units in the Project will be restricted households whose income is 60 percent or less of the area median gross income, addressing critical housing needs for families in the City. In addition, as required by Section 474A.047 of the Allocation Act, the maximum rent for at least 20 percent of the units in the Project will not exceed area fair market rent or exception fair market rent for existing housing as established by the federal Department of Housing and Urban Development; and

WHEREAS, Roers has paid the application fee of $500 and submitted a written request in accordance with the City's Conduit Debt Financing Policy adopted August 18, 2014, as amended; and

WHEREAS, the Kutak Rock LLP, bond counsel to the City ("Bond Counsel"), has confirmed that serving as conduit issuer for the proposed Bonds will not impact the City's debt capacity, does not constitute a general or moral obligation of the City, and will not be secured by the City's taxing powers or assets.

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

1. Preliminary Findings, Determinations, and Declarations. Based on representations made by Roers to the City to date, the Council hereby makes the following preliminary findings, determinations, and declarations:

a. The Project furthers the purposes set forth in the Housing Act and the Project constitutes a "multifamily housing development" within the meaning of Section 462C.02, subdivision 5 of the Housing Act.

b. The City hereby grants preliminary approval to the issuance of the Bonds for the purposes referenced in this resolution, in an aggregate principal amount not to exceed $24,000,000, subject to the public hearing referred to in this resolution and subject to final approval by the City of the Bonds and the documents providing for the purchase and sale of the Bonds and the loan of the proceeds of the Bonds to the Borrower. In all events, it is understood, however, that the Bonds shall not constitute a pecuniary liability or charge, lien, or encumbrance, legal or equitable, upon any funds, assets, taxing powers, or any other property of the City except the City's interest in the Loan Agreement (as hereinafter defined); and the Bonds, when, as, and if issued shall recite in substance that the Bonds, including interest thereon, are payable solely from the revenues received from the Loan Agreement and other property pledged to the payment thereof, and shall not constitute a

general or moral obligation of the City. The Bonds shall not constitute a debt of the City within the meaning of any constitutional or statutory limitation. The owners of the Bonds shall never have the right to compel any exercise of the taxing powers of the City to pay the outstanding principal of the Bonds, or the interest thereon or to enforce payment thereof against any property of the City.

c. The proceeds of the Bonds will be loaned to the Borrower and the proceeds of the loan will be applied to the purposes referenced in this resolution. The City will enter into a loan agreement (or other revenue agreement) with the Borrower (the "Loan Agreement") requiring loan repayments from the Borrower in amounts sufficient to repay the loan when due and requiring the Borrower to pay all costs of maintaining and insuring the Project, including taxes thereon.

d. In preliminarily authorizing the issuance of the Bonds and the financing of the acquisition, construction, and equipping of the Project and related costs, the City's purpose is, and the effect thereof will be, to promote the public welfare of the City and its residents by retaining and improving multifamily housing developments and otherwise furthering the purposes and policies of the Housing Act.

2. Council to Conduct a Public Hearing. The Council shall conduct a public hearing with respect to the proposal to undertake and finance the Project under the terms of a housing program and the issuance of the Bonds, as requested by the Borrower. The City Manager is hereby authorized and directed to set a date for such public hearing and to cause notice thereof to be published. The notice of public hearing shall be in the form required by Section 147(f) of the Code (and applicable Regulations) and the Housing Act and shall be published once in a newspaper of general circulation in the City at least ten (10) days prior to the date of the public hearing. At the public hearing, a reasonable opportunity shall be provided for interested individuals to express their views, both orally and in writing, on the Project and the proposed issuance of the Bonds. Bond Counsel is hereby authorized and directed to publish a notice of the public hearing as provided in this Section 2 as directed by the City Manager.

3. Preparation and Submission of a Housing Program. The Council hereby authorizes the preparation of the Housing Program by Bond Counsel, with respect to the issuance by the City of revenue bonds or other obligations in an amount not to exceed $24,000,000 to finance the Project, and to submit such Housing Program to the Metropolitan Council for its review and comment on or before the date of publication of the notice of public hearing in accordance with the requirements of the Housing Act.

4. Submission of an Application for an Allocation of Bonding Authority. The Council hereby authorizes the submission of an application for an allocation of bonding authority pursuant to Section 146 of the Code and in accordance with the requirements of the Allocation Act, in the maximum principal amount of $24,000,000. The Mayor and the City Manager and Bond Counsel are hereby authorized and directed to take all actions, in cooperation with the Borrower, as are necessary to submit an application for an allocation of bonding authority MMB.

5. Costs. The Borrower shall pay to the City any and all costs incurred by the City in connection with the Bonds or the financing of the Project, whether or not the financing of the Project is carried to completion, and whether or not the Bonds or operative instruments are executed and delivered. The Borrower shall also comply with the administrative fee policy of the City respecting conduit revenue bond issues.

6. Reimbursement of Costs under the Code. The United States Department of the Treasury promulgated Section 1.150-2 of the Regulations, which governs the use of the proceeds of tax-exempt bonds, all or a portion of which are to be used to reimburse the City or the Borrower for project expenditures paid prior to the date of issuance of such bonds. Section 1.150-2 of the Regulations requires that the City adopt a statement of official intent to reimburse an original expenditure not later than sixty (60) days after payment of the original expenditure. Section 1.150-2 of the Regulations also generally requires that the bonds be issued and the reimbursement allocation made from the proceeds of the bonds occur within eighteen (18) months after the later of: (i) the date the expenditure is paid; or (ii) the date the project is placed in service or abandoned, but in no event more than three (3) years after the date the expenditure is paid. The Regulations generally permit reimbursement of capital expenditures and costs of issuance of bonds.

To the extent any portion of the proceeds of the Bonds will be applied to expenditures with respect to the Project, the City reasonably expects to reimburse the Borrower for the expenditures made for costs of the Project from the proceeds of the Bonds after the date of payment of all or a portion of such expenditures. All reimbursed expenditures shall be capital expenditures, a cost of issuance of the Bonds, or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Regulations and qualifying expenditures under the Housing Act.

Based on representations by Roers, other than (i) expenditures to be paid or reimbursed from sources other than the Bonds, (ii) expenditures permitted to be reimbursed under prior regulations pursuant to the transitional provision contained in Section 1.150-2(j)(2)(i)(B) of the Regulations, (iii) expenditures constituting preliminary expenditures within the meaning of Section 1.150-2(f)(2) of the Regulations, or (iv) expenditures in a “de minimis” amount (as defined in Section 1.150-2(f)(1) of the Regulations), no expenditures with respect to the Project to be reimbursed with the proceeds of the Bonds have been made by the Borrower more than sixty (60) days before the date of adoption of this resolution of the City.

Based on representations by Roers, as of the date hereof, there are no funds of the Borrower reserved, allocated on a long term-basis, or otherwise set aside (or reasonably expected to be reserved, allocated on a long-term basis, or otherwise set aside) to provide permanent financing for the expenditures related to the Project to be financed from proceeds of the Bonds, other than pursuant to the issuance of the Bonds. This resolution, therefore, is determined to be consistent with the budgetary and financial circumstances of the Borrower as they exist or are reasonably foreseeable on the date hereof.

7. Commitment Conditional. The adoption of this resolution does not constitute a guaranty or firm commitment that the City will issue the Bonds as requested by Roers. If, as a result of information made available to or obtained by the City during its review of the Project, it appears that the Project or the issuance of the Bonds to finance or refinance the costs thereof is not in the public interest or is inconsistent with the purposes of the Housing Act, the City reserves the right to decline to give final approval to the issuance of the Bonds. The City retains the right in its sole discretion to withdraw from participation and accordingly not to issue the Bonds, or issue the Bonds in an amount less than the amount referred to herein, should the City at any time prior to issuance thereof determine that it is in the best interests of the City not to issue the Bonds, or to issue the Bonds in an amount less than the amount referred to in this resolution, or should the parties to the transaction be unable to reach agreement as to the terms and conditions of any of the documents required for this financing transaction.

The City's obligation to proceed with the issuance of the Bonds to finance the costs of the Project is conditioned upon the consideration and adoption by the Council of a final resolution granting final approval to the issuance of the Bonds following a duly noticed public hearing in accordance with the Housing Act and Section 147(f) of the Code.

8. Bond Counsel Is Empowered to Take All Necessary Actions. Bond Counsel is hereby designated bond counsel with respect to the Bonds and is hereby authorized to take all actions necessary to prepare required documents to permit the issuance of the Bonds and to submit such documents to the Council for its final approval.

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

The foregoing resolution was introduced by Council Member _____ and duly seconded by Council Member _____.
The following voted in favor of the resolution:
The following voted against:
The following were absent:
Where upon the resolution was adopted.

ADOPTED: November 24, 2025

_____
HOLLIES J. WINSTON, MAYOR

CERTIFICATE

CERTIFICATE
STATE OF MINNESOTA
COUNTY OF HENNEPIN
CITY OF BROOKLYN PARK

I, the undersigned, being the duly qualified City Clerk of the City of Brooklyn Park, Minnesota, hereby certify that the above resolution is a true and correct copy of the resolution as adopted by the City Council of the City of Brooklyn Park on November 24, 2025.

WITNESS my hand officially as such Clerk and the corporate seal of the City this ___ day of _____, 20__.

(SEAL)

_____
DEVIN MONTERO, CITY CLERK

Two Carlson Parkway | Suite 400 Plymouth, MN 55447

October 13, 2025

City of Brooklyn Park

RE: Roers Companies' Proposed Redevelopment of 6716 85th Ave N



Purpose: Roers Companies/Roers Acquisitions ("Roers") is proposing to acquire and redevelop 4.37 acres of underutilized property located at 6716 85th Avenue North. The purpose of this memo is to provide high level deal points to Staff for feedback and further discussion on the project.

Site Location: 6716 85th Avenue North

Site Size: 4.37 Acres

Current Owner: Tessman Family

Request From the City:

1. Rezone to TOD-C allowing for up to 6 stories, 100 units/acre, 0.75 FAR which is in alignment with other properties in the vicinity (notably the Tessman Ridge Apartments). With this rezone, Roers would propose developing 275 units of LIHTC housing limited at or below 60% AMI. The units would target families, and the unit mix would include a large

Two Carlson Parkway | Suite 400 Plymouth, MN 55447

number of 3 bed units and a small number of 4 bed units, both significantly underserved unit types for the AMI range in the market area.

2. A Council approved bond inducement resolution for the City to act as a conduit issuer, apply to MMB for tax exempt financing to enable the project to receive an allocation of 4% bonds enabling the project to proceed as a LIHTC project.

Project Description: In partnership with Kaas Wilson Architects, Roers has developed a very basic fit plan to help guide the conversations surrounding the potential rezone. Currently, we are considering a 275-unit project with 5 stories above grade and 1 story of parking below grade (with some parking on level 1 as well). The project will be high-end and indistinguishable from a comparable market rate project. The project will be highly amenitized and include work from home spaces, club rooms, a sky lounge, tot lots, outdoor lounge spaces, fitness spaces, on site leasing/management, and more. We estimate it could take up to February of 2026 to secure an allocation of bonds for the project. Should an allocation come sooner, the project would close within 180 days of the allocation and start construction shortly thereafter. Roers develops, builds, and manages our own projects and will be involved throughout the project lifecycle.

When initially looking at the site, we considered pursuing the site for a market rate transaction. A comparable size deal was resulting in close to a $30mm equity raise, which is not feasible in the current market. Additionally, the IRR on that equity based on projected rent levels would be below 7% when above 14% would be needed to secure equity. This is due to a large influx of units in the market area resulting in lowered rents/concessions, as well as high taxes in Hennepin County. The proposed project would be indistinguishable from a market rate project but is able to proceed in current market conditions.

Benefits for the City:

Beyond redeveloping the parcel from a vacant home, the project would greatly improve the streetscape along 85th and bring up to 275 units of high quality, affordable/workforce housing to the community.

Monetarily, the project would result in the following estimated income for the City:

- Projected park dedication fees: $400,000
- The annual tax base would increase by an estimated $260,000 (this is an estimate by Roers, assuming the 4D tax exemption, and a 275-unit project. This number is subject to change based on final density, final tax estimation, etc.).
- The City would also receive a bond issuance fee of 1% and the estimated bond amount is $42.6mm for 275 units (please note, if MMB lowers the maximum from 55% to 30%, this will result in a reduction of issuance fees).

Proposed Site Plan:



Brooklyn Park City Council – Affordable Housing Proposal

November 24th, 2025

Andy Bollig, Sam Schroeder



ROERS
COMPANIES

ROERS COMPANIES

Proposal – High Level

- Multifamily Project – Affordable Housing
- Current Zoning: Live Work (LW) Zoning District
- Proposed Zoning: Transit Oriented Development Center (TOD-C)



Site Plan

- 275 units – All held at 60% AMI
- 6 stories over 1 level structured parking
- 462 parking stalls
  - 303 garage spaces
  - 159 surface level spaces
- Amenities will include a pool, playground, patio/grill space, dog run, sky lounges, and work-from-home spaces



ROERS COMPANIES

Architectural Inspiration

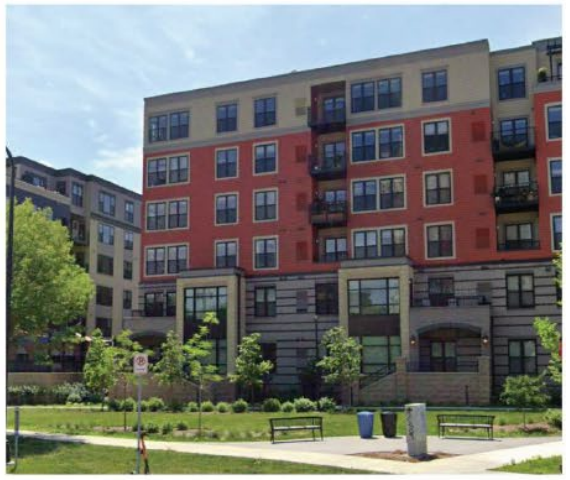












ROERS COMPANIES

Why the EDA should approve:

- Estimated annual tax base increase: $260,000
- Projected Park Dedication Fees: $400,000
- Bond Issuance Fee: 1% (projected ~$230,000)
- Large number of family units including 4BR units
- Activating streetscape with walkup units
- Rent relief for Brooklyn Park Residents
  - Over 10% rental gap between market rate and affordable rents

ROERS COMPANIES

Rental Comparison

	Market Rate	Affordable
1-Bedroom	$1,650	$1,418
2-Bedroom	$1,950	$1,698
3-Bedroom	$2,350	$1,959

ROERS COMPANIES

Market Rate vs Affordable

Market Rate

- Without TIF:
  - 6.42% IRR → need ~14% for internal approval
  - 4.13% annual cash on cash → 9%+ needed
- With $10M assumed in TIF
  - 11.62% IRR → need ~14% for internal approval
  - 9.07% annual cash on cash

Income Limited

- Long term ownership
- Deferred Developer Fee: $7,000,000 dev fee, $4,241,572 deferred

ROERS COMPANIES

Proposed Schedule – Key Events

January 2026	Apply for Bonds
June 2026	Apply for Bonds part 2
December 2026	Financial Closing
January 2027	Construction Start
October 2028	Construction Completion

ROERS COMPANIES

- **Sources and Uses**
- Bond Request: ~$23M
- LIHTC Equity: ~$29.97M
- Deferred Developer Fee: ~$4.24M
- Total Development Cost: ~$84.39M

Brooklyn Park

6716 85th Ave N, Brooklyn Park , MN

SOURCE AND USE SUMMARY

	Construction		Permanent	
Sources of Funds:	***Total***	***Per Unit***	***Total***	***Per Unit***
First Mortgage - Tax Exempt (A)	$ -	$ -	$ 23,002,004	$ 83,949
First Mortgage - Taxable Tail (A)	-	-	27,176,228	99,183
First Mortgage - Taxable Tail (B)	-	-	-	-
Seller Note	-	-	-	-
Construction Mortgage	23,002,004	83,949	-	-
Fannie Good Faith Deposit	-	-	-	-
Equity Bridge Loan - Taxable	50,098,434	182,841	-	-
TIF Mortgage	-	-	-	-
Cash from Ops	-	-	-	-
Low Income Tax Credit Equity	2,996,875	10,938	29,968,751	109,375
State Historic Tax Credit Equity	-	-	-	-
Reinvestment Proceeds	-	-	-	-
GP/SLP Equity	-	-	-	-
Soft Funds	-	-	-	-
Borrower Cash (Credit)	-	-	4,241,572	15,480
Total Source of Funds	**$ 76,097,313**	**$ 277,727**	**$ 84,388,555**	**$ 307,987**
Uses of Funds:	***Total***	***Per Unit***	***Total***	***Per Unit***
Acquisition Costs	$ 4,384,000	$ 16,000	$ 4,384,000	$ 16,000
Construction Costs	57,512,150	209,898	57,512,150	209,898
Interim Escrowed Funds	8,072,401	29,461	8,072,401	29,461
Lender or Investor Cash Reserves	-	-	1,707,928	6,233
Professional Services	2,281,000	8,325	2,281,000	8,325
Construction Financing Costs	831,004	3,033	831,004	3,033
Permanent Financing Costs	695,403	2,538	695,403	2,538
Closing Costs	330,654	1,207	330,654	1,207
Tax Credit Fees	1,406,140	5,132	1,409,640	5,145
Developer Fee	584,560	2,133	7,164,375	26,147
Contractor Fee	-	-	-	-
Total Use of Funds	**$ 76,097,313**	**$ 277,727**	**$ 84,388,555**	**$ 307,987**

ROERS COMPANIES

Developer Experience – Roers Companies

15,000+
Units built & under construction

$4 Billion+
Developed since 2012

28
LIHTC Projects

Project Partners

kaas wilson architects

LOUCKS

ROERS COMPANIES

Q&A

ROERS COMPANIES

Brooklyn Park
Finance

Financial Policy Statements -
Conduit Debt Financing

Definition

The City may issue conduit revenue obligations on behalf of various non-profit and other qualified conduit borrowers under rules set forth within Minnesota Statutes, Chapter 462C, as amended, or Sections 469.152 – 469.165, as amended. Conduit revenue obligations do not constitute a pecuniary liability to the City, but rather a conduit for aiding various organizations in their development process.

Policy Statement

1. The City will consider issuing qualified conduit revenue obligations as long as it does not interfere with the bank qualification needs of the City when issuing its own bonds.

2. The conduit borrower must file a written request with a $500 Application Fee to be considered for conduit revenue financing.

3. Upon issuance of the conduit revenue obligations, the conduit borrower will be charged an administrative fee of 0.5% of the principal of the conduit revenue obligations being issued.

4. In addition, the conduit borrower will be charged an annual maintenance fee of 0.10% of the average outstanding principal amount of the bonds beginning with the 1st anniversary after issuance until the bonds have been defeased.

5. If a conduit borrower request that the City issue conduit revenue obligations for a Project located within the City and the City is unable to issue conduit revenue obligations, the conduit borrower may provide an alternative governmental issuer to issue the conduit revenue obligations (providing it has met all requirements under Minnesota law). If, under applicable law, the City is required to grant host approval and consent to the issuance of the conduit revenue obligations by the other government issuer, the City will be required to hold a public hearing and provide its host approval and consent to the issuance of the conduit revenue obligations by the other governmental issuer. If the City does provide its host approval and consent, the City will

charge a fee that is equal to 0.5% of the principal of the conduit revenue obligations being issued.

Policy was Updated and Adopted by Council on August 18, 2014.
Reviewed December 2021 – no changes

City of Brooklyn Park
Request for Council Action

Agenda Item:	8.1	**Meeting Date:**	November 24, 2025
Agenda Section:	Discussion Items	**Originating Department:**	Finance Department
Resolution:	N/A		
Ordinance:	N/A	**Prepared By:**	LaTonia Green, CFO/Finance Director
Attachments:	N/A	**Presented By:**	Jay Stroebel, City Manager LaTonia Green, CFO/Finance Director
Item:	Disparity in Purchasing Program		

City Manager's Proposed Action:

Receive presentation regarding the City's proposed disparity in purchasing program and discuss next steps. Provide staff direction and input on the program, including staffing the program.

Overview:

In the adopted 2024 budget, the Finance Department received an appropriation of $400,000 to establish a Procurement Division. However, due to significant staffing shortages throughout 2024, progress toward creating the division and developing a framework for a disparity program was limited. The primary advancement made was the City's participation in the Minnesota Joint Disparity Study, led by the Minnesota Department of Administration in collaboration with 16 participating entities.

Conducting a disparity study is a prerequisite for implementing a formal disparity program. By participating in the State's joint study, the city met this requirement at a fraction of the cost of conducting an independent study. The study analyzed public contracting data from July 2016 through June 2023, and the results were presented in July 2025.

The findings revealed a clear gap between the businesses available to provide goods and services in Brooklyn Park and those receiving City contracting dollars. This disparity demonstrated the need for a formal, measurable program to promote equitable access to City contracting opportunities.

During the November 3, 2025 Council work session, staff were requested to bring a framework for a Disparity in Purchasing Program prior to adoption of the 2026-2027 budget. This information will help determine the appropriate level of funding for the program. As part of meeting the Finance Department's 2026-2027 budget target, staff had initially recommended reducing the Procurement Division funding by $200,000.

Primary Issues/Alternatives to Consider:

Staff are seeking Council input on the City's operational framework for advancing equitable contracting practices. The framework focuses on strengthening vendor outreach through training and education, increasing access to contracting opportunities and establishing measurable participation metrics to track progress across city purchasing activities over the next two years.

Budgetary/Fiscal Issues:

The 2024 Budget included a $400,000 appropriation to establish a Procurement Division and develop a disparity program. Due to staffing constraints, progress in 2024 was limited to participation in the State's Joint Disparity Study, which fulfilled the prerequisite requirement for creating a disparity program at a significantly reduced cost to the city.

For the 2026–2027 biennium, staff have identified up to $300,000 in available funding to support implementation of the program. The level of funding ultimately allocated will determine the scope of staff involvement, outreach capacity, and overall program impact.

Attachments: N/A