Council Study Session
City Hall Council Chambers
June 24, 2019

AGENDA

The City Council requests that attendees turn off cell phones and pagers during the meeting. A copy of the full City Council packet is available to the public. The packet ring binder is located at the entrance of the council chambers.

1. **City Council Discussion of Agenda Items and Questions - 6 p.m.**
2. **Miscellaneous**
   a. Confirmation of Meeting Dates
3. **Discussion of Work Session Agenda Item as Time Permits**
4. **Adjourn**

Council Study Session

DATE: 6/24/2019

TO: Curt Boganey, City Manager

THROUGH: N/A

FROM: Curt Boganey, City Manager

SUBJECT: Confirmation of Meeting Dates

Background:

Confirm meeting dates for:

- Opportunity Site Master Plan
  - Currently responding Councilmembers have indicated their availability to meet on July 1 or July 2nd to review the master plan draft. We are asking the council set the date for this review.
- Council Retreat
  - Currently the responding Councilmembers have indicated their availability to schedule a retreat for Friday 16th and Saturday 17th, 2019, We are asking the City Council to a date for the retreat.

Strategic Priorities and Values:

Operational Excellence

CITY COUNCIL MEETING
City Hall Council Chambers
June 24, 2019

AGENDA

1. Informal Open Forum with City Council - 6:45 p.m.

Provides an opportunity for the public to address the Council on items which are not on the agenda. Open Forum will be limited to 15 minutes, it is not televised, and it 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 enter into a dialogue with presenter. Questions from the Council will be for clarification only. Open Forum will not be used as a time for problem solving or reacting to the comments made but, rather, for hearing the presenter for informational purposes only.

2. Invocation - 7 p.m.

3. Call to Order Regular Business Meeting

The City Council requests that attendees turn off cell phones and pagers during the meeting. A copy of the full City Council packet is available to the public. The packet ring binder is located at the entrance of the council chambers.

4. Roll Call

5. Pledge of Allegiance

6. Approval of Agenda and Consent Agenda

The following items are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember so requests, in which event the item will be removed from the consent agenda and considered at the end of Council Consideration Items.

a. Approval of Minutes

- Motion to approve the following minutes:

- *June 3, 2019 City Council/Financial Commission Meeting*
- *June 10, 2019 Study Session*
- *June 10, 2019 Regular Session*
- *June 10, 2019 Work Session*

b. Approval of Licenses

- Motion to approve licenses as presented

c. Resolution Accepting Bid and Awarding Contract for the Construction of a Municipal Liquor Store

- Motion to approve a resolution of the lowest responsible bid and award a contract to B2 Builders for the Construction of a Municipal Liquor Store.

d. Resolution Accepting Bid and Awarding a Contract, Improvement Project Nos. 2018-08 and 2019-05, Bellvue and Southeast Area Mill and Overlay Improvements

- Motion to approve the resolution accepting the lowest responsible bid and

award a contract to Asphalt Surface Technologies Corporation for Improvement Project Nos. 2018-08 and 2019-05, Bellvue and Southeast Area Mill and Overlay Improvements

7. Presentations/Proclamations/Recognitions/Donations

8. Public Hearings

a. Resolution Regarding Disposition of Planning Commission Application No. 2019-008 For Approval of a Preliminary And Final Plat And Planned Unit Development for Eastbrook Estates Second Addition

- (i) Motion to adopt a resolution to approve Planning Commission Application No. 2019-008 for a Preliminary and Final Plat and Planned Unit Development for Eastbrook Estates Second Addition, based on the findings of fact and the submitted plans, as amended by the conditions of approval in the resolution

- (ii) Motion to approve a first reading of an ordinance amending Chapter 35 of the Zoning Code of Ordinances regarding the zoning classification of Eastbrook Estates Second Addition, and set the second reading and public hearing for July 8, 2019

9. Planning Commission Items

10. Council Consideration Items

a. Resolution Approving the State of Minnesota Joint Powers Agreement with the City of Brooklyn Center on Behalf of its Police Department Regarding the Minnesota Internet Crimes Against Children Task Force (ICAC)

- Motion to approve the renewal of the Joint Powers Agreement (JPA) between the Brooklyn Center Police Department and the State of MN to combat internet related crimes against children

b. Resolution Approving the State of Minnesota Joint Powers Agreement with the City of Brooklyn Center on Behalf of its Police Department Regarding the Minnesota Financial Crimes Task Force (MNFCTF)

- Motion to approve the MN Financial Crimes Task Force Joint Powers Agreement (JPA) with the Brooklyn Center Police Department

c. Resolution Approving the State of Minnesota Joint Powers Agreement with the City of Brooklyn Center on Behalf of its Police Department Regarding the Minnesota Human Trafficking Investigators Task Force (MNHITF)

- Motion to approve the Joint Powers Agreement between the Brooklyn Center Police Department and the State of MN to investigate and prosecute human trafficking and sexual exploitation of children

11. Council Report

12. Adjournment

COUNCIL ITEM MEMORANDUM

DATE: 6/24/2019

TO: Curt Boganey, City Manager

THROUGH: Dr. Reggie Edwards, Deputy City Manager

FROM: Barb Suciu, City Clerk

SUBJECT: Approval of Minutes

Requested Council Action:

- *Motion to approve the following minutes:*
  - *June 3, 2019 City Council/Financial Commission Meeting*
  - *June 10, 2019 Study Session*
  - *June 10, 2019 Regular Session*
  - *June 10, 2019 Work Session*

Background:

In accordance with MN Statute 15.17 and MN Statute 412.151, subd.1, attached for your approval are the minutes from the study session, regular session and work session.

Budget Issues:

None

Strategic Priorities and Values:

Operational Excellence

ATTACHMENTS:

Description	Upload Date	Type
June 3, 2019 - City Council/Financial Commission Joint Meeting	6/18/2019	Backup Material
June 10, 2019 - Study Session	6/18/2019	Backup Material
June 10, 2019 - Regular Session	6/18/2019	Backup Material
June 10, 2019 - Work Session	6/18/2019	Backup Material

MINUTES OF THE PROCEEDINGS OF THE CITY COUNCIL/FINANCIAL COMMISSION
OF THE
CITY OF BROOKLYN CENTER IN THE
COUNTY OF HENNEPIN AND STATE OF MINNESOTA

JOINT WORK SESSION
JUNE 3, 2019
CITY HALL – CITY COUNCIL CHAMBERS

CALL TO ORDER

The Brooklyn Center City Council/Financial Commission Joint Work Session was called to order by Mayor Elliott at 6:30 p.m.

ROLL CALL

Mayor Mike Elliott and Councilmembers April Graves and Dan Ryan. Councilmember Marquita Butler was absent and excused. Also present were Financial Commissioners Tia Hedenland, Taneshia Kragness, and Dean Van Der Werf. Financial Commissioners Abate Terefe and David Dwapu were absent and excused. Also present were City Manager Curt Boganey, Director of Fiscal & Support Services Nate Reinhardt, and Assistant Director of Fiscal & Support Services Andy Splinter. Also present were MMKR consultants Jim Eichten and Jaclyn Huegel, and Taofeek Ishola, resident.

INTRODUCTIONS

Mayor Elliott requested that the meeting attendees introduce themselves and say a little bit about themselves.

Taneshia Kragness stated she has been on the Financial Commission for ten years. She added she has lived in Brooklyn Center for 16 years, and she loves the community. She noted she is an accountant and mother of three, and her grandmother was Mayor of Brooklyn Center for a time.

Tia Hedenland stated she joined the Financial Commission in April 2017. She added she is an at-home mom and has lived in Brooklyn Center for five years.

Dean Van Der Werf stated he has lived in Brooklyn Center since 1968. He added he and his wife have three grown children. He noted he has been on the Financial commission since 2011.

Councilmember Dan Ryan stated he had lived in Brooklyn Center since 1953 when his parents bought their home. He added he was elected to the City Council in 2006.

City Manager Curt Boganey stated he has lived in Minnesota since 1996 and has served as City Manager of Brooklyn Center since 2006. He added he served as City Manager in Brooklyn Park before his appointment as Assistant City Manager in Brooklyn Center in 2002. He noted he enjoys serving the residents and businesses of Brooklyn Center.

Councilmember April Graves stated she has been on the City Council for five years and has lived in Brooklyn Center for eight years. She added she has four children. She noted she works for the Minneapolis Health Department in Adolescent Health and Youth Development.

Jim Eichten stated he had been a partner with MMKR for 30 years. Jaclyn Huegel stated she has been with MMKR for 15 years.

Director of Fiscal & Support Services Nate Reinhardt stated he has worked for the City of Brooklyn Center for 5-1/2 years. He added previously he worked for the City of Waseca. He noted he has two children.

Assistant Director of Fiscal & Support Services Andy Splinter stated he has worked for the City of Brooklyn Center for 3-1/2 years. He added before that he worked at the City of Waseca with Mr. Reinhardt as well as for the State of Minnesota, and CPA firm Abdo, Eick & Meyers.

Mayor Mike Elliott stated he grew up in Brooklyn Center, and graduated from Brooklyn Center High School, around the time that Myrna Kragness was Mayor. He added he has a daughter named Michelle who is 11 years old. He noted he had been mayor for about six months, and he is happy to be able to attend this joint meeting of the Financial Commission and City Council. He thanked all the meeting attendees for being there.

APPROVAL OF AGENDA

There was a motion by Councilmember Ryan and seconded by Councilmember Graves to approve the agenda as submitted. The motion passed.

PRESENTATION OF AUDIT REPORT AND MANAGEMENT LETTER

City Manager Curt Boganey stated the joint budget meeting is the first step in the budget development process. He added this is a chance to review useful and necessary information as the City moves forward with the 2020 budget development. He introduced Jim Eichten with MMKR consulting firm.

Mr. Eichten stated the City is required by State law to prepare financial statements as well as being audited by a Certified Public Accountant. He added the auditor reviews the Special Purpose Report and Management Report and issued an opinion to the State Auditor's Office. He noted the City's federal awards must be audited to ensure proper controls over reporting of federal revenue.

Mr. Eichten reviewed the Management Report, required for submission to the State Auditor by June 30, 2019. MMKR has issued an unmodified, or clean, opinion. He noted the addition of a new emphasis provided on the federal accounting statement, providing health insurance for retirees.

Mr. Eichten stated limitations in the process could be barriers, and internal controls are monitored closely. Policies related to controls over individual cycles are reviewed, for instance, billing or accounts payable. At a federal level, there is a heavy reliance on local auditors to ensure compliance, especially as in the case of Brooklyn Center, which receives federal revenues.

Mr. Eichten stated the Management Report reviews implemented recommendations, how the City is audited, and how challenges and findings are handled.

Mr. Eichten stated the audit looks at how the City is doing financially, but MMKR does not give financial opinions. The taxable market value from 2018-19 shows that the City has come back financially from the dramatic decline during the recession years. The audit reviews the average tax rate in the City, which is impacted by tax capacity market value and also annual tax levy, among other things. The City's tax rate is declining as market values increase.

Mr. Boganey requested clarification regarding the tax capacity number as opposed to the market value number on page 6. He stated the tax rate and taxes levied are based on tax capacity and not market value. Mr. Eichten agreed, adding the tax rate is a combination of residential and commercial properties, and Brooklyn Center has seen a dramatic increase in terms of commercial property.

Mr. Reinhardt stated the formula for market value exclusion credits works out the same for property owners, but the city's market value credit is a reimbursement from the State. He added the market value was reduced to maintain property taxes, but property taxes had to be raised to get back to the same amount as the market value credit.

Mr. Eichten stated analysis of governmental funds shows revenue on a per capita basis by year, and Brooklyn Center's revenue is $1,170 per resident. He added a comparable city of 100,000 residents generates revenue of $960 per resident. The City of Brooklyn Center generates more revenue compared to other cities of its size. He added a lot of that has to do with market values.

Mayor Elliott requested clarification regarding the guidelines showing population size categories. He added there is a big jump from population criteria of 20,000 to 200,000. He added that perhaps there are fewer cities around the 100,000-population mark.

Mr. Eichten stated the population data is provided by the Office of the State Auditor. He added it is readily available as a comparable and provides data on a wide range of cities of different sizes.

Commissioner Van Der Werf asked how the population is determined. Mr. Reinhardt stated those numbers come from the Metropolitan Council and are estimated based on City data. He added that will be updated after the 2020 Census.

Mr. Eichten stated expenditures on a per capita basis are noted on page 8, with capital projects separated from recurring costs. He added debt service is shown separately as it is an important number that shows how well the City is managing its debt load. The City spends about $149 per resident, which shows good debt management. He noted the City of Brooklyn Center spent $738 per resident, which is slightly above average. He added public safety is a priority in Brooklyn Center, so that number tends to be above average.

Mayor Elliott asked whether does public safety spending includes the Fire Department. Mr. Splinter confirmed this, adding Building and Community Standards inspections all fall under Public Safety as well.

Mr. Eichten stated Page 10 shows the General Fund or regular operations of the City. The fund balance, or equity position, shows the volume of activity within the general fund. He added the City has a policy adopted by the City Council that places a target of 50-52% general fund balance. He noted revenues are received from the County every six months, so without the balance, the cash would run out.

Mr. Eichten stated it is anticipated that revenues will come close to meeting projections since there is a $20-21 million budget. He added, in 2018, revenues exceeded projections by approximately $500,000, mostly due to licenses and permits, which is an area that is difficult to project.

Mr. Eichten stated the General Fund expenditures were $35,445 over budget, which is exceptional within a $20 million budget. He added this shows extraordinary budgeting and forecasting on the part of City Staff.

Mr. Eichten stated the rising cost of public safety had been an issue for Brooklyn Center and many other metro area communities. He added it is a priority for many communities and costs have gone up significantly.

Mr. Boganey stated it is important to note that public safety includes Code enforcement and inspections. He added investment in Code Enforcement had been a City Council goal for the past several years.

Councilmember Ryan stated law enforcement research showed that physical conditions of neighborhoods were directly related to public safety outcomes. He added the City Council recognized the need for an emphasis on Code enforcement to retain the quality of the City's neighborhoods.

Mr. Eichten reviewed the City's utility funds and business funds. He stated the City's water fund shows revenue, expenses and operating income, before and after depreciation. He added some cities to build financing for these types of funds into their rates to cover infrastructure replacement. He added other cities issue assessments. He noted the City of Brooklyn Center's rates covers regular operations as well as capital replacement.

Mr. Eichten stated the sanitary sewer fund revenue is doing great financially, with an increase of 7-7.5% in revenues. He added the liquor fund has also performed well, with a sales increase of 3.8% in 2018, and profit margins increasing overall. He noted the Earle Brown Heritage Center had shown good financial results for the past three years, and 2017 was a high year for sales.

Mr. Eichten stated the golf course enterprise fund was transferred to a community asset by the City Council, which has been a positive change for the City. He added it is recorded as a business fund would be inappropriate.

Mr. Eichten stated, in conclusion, MMKR has issued an unmodified opinion on the City's financial situation, with no findings to report. He added City Staff are successful at continually assessing

value, controls, and methods to improve the City's financial position. He added the golf course fund is one example of that level of attention to success.

Mr. Boganey stated MMKR's report shows that the City has substantially improved its earnings over the past several years, which is difficult to do in a low-interest environment. He added City Staff does a great job generating revenue for the City and gave credit Mr. Reinhardt and Mr. Splinter, as they continue to operate an outstanding financial management system.

Mayor Elliott requested clarification regarding the Special Purpose Audit Report, which states that MMKR reviews the City's internal controls over financial reporting to determine appropriate audit procedures, and express an opinion on financial statements, but not the effectiveness of the City's internal controls. He added page 2 states, "Accordingly we do not express an opinion on the effectiveness of the City's internal controls."

Mr. Eichten stated MMKR reviews the City's internal controls to ensure systems and procedures are in place. He added an opinion is not given on how effective they are, and whether duties are separated. He noted government standards for reporting are used to verify whether financial reports are in compliance.

Commissioner Kragness stated the last paragraph on page 2 indicates that internal controls have limited purpose. She asked whether that is because no recommendations are offered. Mr. Eichten stated that statement is meant to indicate that it is limited to those items that are reviewed as part of the audit.

Mr. Reinhardt stated it would be impossible to test every transaction as it occurs, so that statement indicates that it is ultimately the responsibility of City Staff to ensure that controls are being utilized. He added auditors could make recommendations in their report for an improvement or a more thorough document.

Mayor Elliott requested clarification regarding Note #3 in the footnotes on page 1, which states "the City does not like to use the 10% rate for indirect cost rate". Mr. Eichten stated the City had received a total of $1.4 million in federal awards, which are required to be summarized in a schedule. He added the Brooklyn Boulevard project was audited, and the City elected not to use the indirect cost rate allowed by the federal government.

Mr. Boganey stated advantage of not taking the indirect cost is that that is a cost that is removed from the project total.

Mayor Elliott thanked Mr. Eichten for his report.

STAFF OVERVIEW OF COMPREHENSIVE ANNUAL FINANCIAL REPORT

Director of Fiscal and Support Services Nate Reinhardt gave a presentation reviewing financial results related to Mr. Eichten's management report, including a letter of transmittal, management review, and analysis.

Mr. Reinhardt stated the City's capital projects funding policy requires the transfer of anything that exceeds 52% of next year's general fund expenditures into the capital improvements fund. He added there was a one-time transfer of $149,630 following last year's audit, and actual budget expectations were exceeded by $358,000. He noted there would not be a transfer of reserves in next year's budget.

Mr. Boganey stated City Staff are deliberate about keeping projected revenues closer to what is expected and keeping expenditures and spending down. He asked what the largest positive year-end operating budget has been during Mr. Reinhardt's tenure. Mr. Reinhardt stated it was around $1 million for a few years when he first started working for the City of Brooklyn Center.

Mayor Elliott requested clarification regarding the losses at Earle Brown Heritage Center. Mr. Reinhardt stated Earle Brown Heritage Center is unique in the amount of depreciation it absorbs and is built into the operating loss. He added a more accurate measure would be to look at income less depreciation, to make sure cash flow is maintained. He noted Earle Brown had maintained a positive cash flow for the past five years, and it is a very well-performing fund.

Mr. Boganey stated Earle Brown Heritage Center consistently generates more revenue than it is expending in cash, including reinvestment in capital.

Mr. Reinhardt stated 15-year cash flow projections for larger items like capital outlay, depreciation, and bond sales are reviewed during the budget process. He added it is more accurate to look at the performance of funds from a cash flow projection perspective.

Mr. Boganey stated the City does not try to fully fund depreciation, as that would result in generating revenue to cover expenses that are not really expenditures.

Mayor Elliott requested clarification regarding the actual cash balance of $2.9 million, which represents a change of $82,000. Mr. Reinhardt stated that total is a combination of the operating fund and capital reserve for Earle Brown Heritage Center, which should be a positive increase in cash. He added an operating loss might not necessarily reflect the whole picture if there is positive cash flow.

Mr. Splinter stated Earle Brown Heritage Center did their first $5 million cash flow in 2018 in receipts from customers.

Mr. Reinhardt stated there was an increase in cash balances for the City's utility funds. He added bonds were issued to pay for Fire House Park infrastructure improvements and the Water Tower rehab project. He added cash balances swing from year to year based on projects and how the City pays for them.

Mr. Reinhardt stated the City made significant investments of $12.3 million on various projects, including Fire House Park, the Community Center, and sanitary sewer station replacement. He added the 2018 investment gain of $701,000 compares to $431,00 0 from the previous year. He

noted investments are held to maturity, so they do not translate to an unrealized loss unless the City sells them.

Mr. Reinhardt stated the Economic Development Authority (EDA) owned $14 million in assets at the end of 2018. He thanked MMR consultants Jim Eichten and Jaclyn Huegel for their excellent communication and for moving the process forward. He thanked Mr. Splinter for his hard work on preparing for the audit and providing accurate financial information to ensure the audit gets completed in time. He added the City could be proud of its financial position, including a low amount of budget surplus.

Councilmember Ryan stated the State legislature has reduced business property taxes, which could have an impact as certain classes of property appreciate faster than others and drive up property tax numbers. He added a result would be a faster appreciation of home values.

Mayor Elliott requested clarification regarding community center use fees. Mr. Reinhardt stated community center revenues had declined steadily over the past few years, as admissions were down, and it is difficult to find the staff to teach swimming lessons.

Councilmember Graves stated an argument could be made that the community center serves a similar purpose as the golf course. Mr. Boganey agreed.

Mr. Splinter stated the Community Center has always been in the General Fund as it provides a benefit to the City and its residents.

Mayor Elliott asked whether it is common for community centers to operate at deficit levels.

Mr. Splinter stated it would be difficult to say that the community center loses money, as it is not being charged depreciation like other enterprise funds. He added community center use charges are not intended to cover the full cost of operation.

Mr. Reinhardt stated it is difficult to compare other city's community centers due to the wide variety of amenities.

Mayor Elliott asked whether community center operations costs would benefit if registrations were up, and swimming lessons were provided. Mr. Boganey agreed to look into it.

Commissioner Van Der Werf asked whether there has been a positive financial impact on Brooklyn Center from both the Luther developments and TopGolf.

Mr. Boganey stated City Staff could provide the exact numbers. He added the Luther developments fall within TIF District #3, and they contribute substantially to the City's ability to pay off TIF #3 debt. He noted revenue from TopGolf goes into the General Fund.

Councilmember Graves asked whether the consultants or City Staff have any experience with participatory budgeting. She added the whole point of auditing is to make sure things are done fairly.

She asked whether specific criteria are sought that reflect the social level of ethics in relation to budgeting processes, to provide a more people-centric way of budgeting.

Councilmember Ryan stated Councilmember Graves raises an interesting philosophical issue about budgeting practices, and how the City Council as policymakers base their value judgments upon an understanding of the community's needs.

Mr. Boganey stated he had not had experience with the participatory style of budgeting, but he is familiar with virtually every other type of budget process, and they all have their pros and cons. He added he could provide some examples of communities that have done inclusive budgeting involving the community. He noted this is something the City Council should talk about and have a discussion about making the budgeting process more inclusive of the community.

Mr. Reinhard stated the budgeting process is very consistent from city to city, specifically in Minnesota. He added some other states employ unique approaches based on various factors. He added Brooklyn Center has more dialogue than most cities and spends time going through the budget as a group.

Mr. Elliott stated this is worth looking into as it is a profound question. He added he would like to see more information about other communities who employ this method, and what positive and negatives have been noted.

Mr. Boganey stated communities that approach budgeting based on values follow a "budgeting for outcomes" process, to determine outcomes at the highest levels of values and engage the public in determining potential outcomes.

MISCELLANEOUS

Mr. Boganey stated the Community Development Director requested a City Council Special Work Session to review the draft opportunity site master plan. He added potential dates are: June 17, 18, 19, 20, 25, 26, 27. He requested that the City Councilmembers who were present consider these dates for their availability.

Mayor Elliott stated he had expressed his concern about looking at a master plan for the development. He added the master plan should include community input.

Councilmember Ryan stated there had been extensive community input. He added it would be helpful to see a master plan and hear about any additional information from the developer as well as the Community Development Director.

Mayor Elliott stressed the importance of getting input from the diverse groups within the community, to build something that reflects the uniqueness of Brooklyn Center.

Mr. Boganey stated the purpose of the proposed workshop is to review research and information that the developer has come up with up to this point, based on what is happening in the marketplace as well as ideas and approaches. He added no action would be required at these meetings.

ADJOURNMENT

There was a motion by Councilmember Ryan and seconded by Commissioner Graves to adjourn the meeting. The motion passed. The Brooklyn Center City Council/Financial Commission adjourned at 8:30 p.m.

MINUTES OF THE PROCEEDINGS OF THE CITY COUNCIL
OF THE CITY OF BROOKLYN CENTER IN THE COUNTY
OF HENNEPIN AND THE STATE OF MINNESOTA

STUDY SESSION
JUNE 10, 2019
CITY HALL – COUNCIL CHAMBERS

CALL TO ORDER

The Brooklyn Center City Council met in Study Session called to order by Mayor Mike Elliott at 6:00 p.m.

ROLL CALL

Mayor Mike Elliott and Councilmembers Marquita Butler, April Graves, Kris Lawrence-Anderson, and Dan Ryan. Also present were City Manager Curt Boganey, Deputy City Manager Reggie Edwards, Community Development Director Meg Beekman, Police Chief Tim Gannon, City Attorney Troy Gilchrist, and Mary Mullen, TimeSaver Off Site Secretarial, Inc.

CITY COUNCIL DISCUSSION OF AGENDA ITEMS AND QUESTIONS

Councilmember Graves requested clarification regarding Consent Agenda items related to task forces. Mayor Elliott suggested those items be pulled from the Consent Agenda for further discussion as they are significant agreements. Councilmember Graves agreed.

It was agreed that the City Council would remove Consent Agenda Items C, D and E to be addressed during the Regular Session.

Councilmember Butler requested clarification regarding Agenda Item 7a, a motion to accept Opportunity Site Report and Recommendations. She added she understood there would be additional community engagement, and this is an ongoing issue.

Mr. Boganey agreed, stating the report being presented is an update on the results of activities up to this point, and the action is to accept the report and recommendations. He added there are additional engagement activities proposed and planned, and City Staff will review that information at tonight's meeting.

Community Development Director Meg Beekman stated a presentation from Gretchen Nicholls, representing LISC, will include a summary of the facilitated workshop series. She added two deliverables were required from LISC – a summary of the four workshops and a final document drafted by participants at the fourth workshop that includes recommendations for moving forward. She noted the City Council's acceptance of these components is acknowledging the community's work in the planning process as well as additional work that is required.

Ms. Beekman stated the process has been instrumental in identifying how the information can be utilized across the community, in other locations as well, for development opportunities.

Councilmember Graves the contract with LISC was negotiated by the developer and not the City. She added there are ways in which the process could have resulted in more thorough engagement. She noted she does not dismiss the work of LISC, nor the input and participation of City Staff and residents, and she believes the work is valid. She requested that the recommendation should say "further input is needed" rather than "when needed."

Mayor Elliott asked whether the developer will use the report as a guide for the development of the master plan. Ms. Beekman stated the recommendations are not written as a guide, as the report was written in partnership with the developer, City Staff, and the community. She added the unique process was new to LISC as well, and they accommodated the request to blend it with their traditional methods. She noted the intention and outcomes were largely the same, and a set of values related to the development were developed as well as recommendations of what would be appropriate and desirable at the Opportunity Site.

Ms. Beekman stated one idea that came up was the idea of an international market. She added the next phase would include engagement with local entrepreneurs to focus on ways to create space for local businesses to move into that vision. She noted a multi-cultural center was another idea that will require further exploration.

Councilmember Ryan stated he attended all four community workshops. He added the developer needs recommendations so they can move forward. He noted additional engagement would need to be done in a timely manner.

Councilmember Butler stated the City should not be concerned with the developer's timeline, as these decisions will mean big changes within the community. She added the efforts that were put forth were good, but they were not enough. She noted she did not see the diversity of the community reflected in the workshops.

Councilmember Butler stated a better job could have been done of consulting various organizations within the City as part of this process. She added the idea of holding the workshops at the library and providing food was a great idea, but many residents might not feel comfortable coming to the library. She noted she would have preferred holding the workshops in other local places would have been a more fruitful opportunity to get participation from people with diverse backgrounds.

MISCELLANEOUS

Highway 242 Update Meeting

Mr. Boganey stated the Highway 252 Project Technical Advisory Committee would like to schedule a Policy Advisory Committee meeting on July 29, 2019, to receive a project update, and would include City Staff, Mayor Elliott, Councilmember Ryan, and others. He added this group would meet at a public meeting the first week in August, and City Staff would like to allow the rest of the City Council to review the draft before the public hearing. He asked whether the City Council is interested in reviewing the draft, and what dates would work for them.

Mayor Elliott stated he supports City Council review of the plan. He added he had expressed the importance of including residents who will be the most affected by the project.

Councilmember Ryan stated a public meeting was held in December 2018, that included representatives of Hennepin County and the Minnesota Department of Transportation (MnDOT), and many public hearings have been held. He added Hennepin County has been amenable to recommendations from the City on past projects.

Mayor Elliott agreed, stressing the importance of providing an opportunity for residents to be part of the process.

Discussion of this item reached a conclusion at the June 10, 2019, Work Session.

ADJOURN STUDY SESSION TO INFORMAL OPEN FORUM WITH CITY COUNCIL

Mayor Elliott adjourned the Study Session at 6:45 p.m.

MINUTES OF THE PROCEEDINGS OF THE CITY COUNCIL
OF THE CITY OF BROOKLYN CENTER IN THE COUNTY
OF HENNEPIN AND THE STATE OF MINNESOTA

REGULAR SESSION
JUNE 10, 2019
CITY HALL – COUNCIL CHAMBERS

1. INFORMAL OPEN FORUM WITH CITY COUNCIL

CALL TO ORDER INFORMAL OPEN FORUM

The Brooklyn Center City Council met in Informal Open Forum called to order by Mayor Mike Elliott at 6:45 p.m.

ROLL CALL

Mayor Mike Elliott and Councilmembers Marquita Butler, April Graves, Kris Lawrence-Anderson, and Dan Ryan. Also present were City Manager Curt Boganey, Deputy City Manager Reggie Edwards, Director of Fiscal & Support Services Nate Reinhardt, Community Development Director Meg Beekman, Police Chief Tim Gannon, City Attorney Troy Gilchrist, and Mary Mullen, TimeSaver Off Site Secretarial, Inc.

Mayor Mike Elliott opened the meeting for Informal Open Forum.

Carol Kleven, 5835 Zenith North, stated she has questions regarding the senior living building that is proposed at 5801 Xerxes Avenue N. She asked whether meals will be provided for senior citizens to purchase. She asked whether the two living components will have different owners.

City Attorney Troy Gilchrist stated there would be a public hearing on this item during the Regular Agenda under Agenda Item 8, and Ms. Kleven's questions can be addressed at that time. Ms. Kleven agreed.

Lennie Chisholm, P.O. Box 581452, Minneapolis, stated the Saturday Pop-Up Market was held last Saturday. He thanked City Staff for their help and support, especially Dr. Reggie Edwards for helping set up the tents. He added there were approximately 40 tents, and they were all occupied. He noted there are new food vendors, including food trucks, the weather was great, and attendance was high.

Mr. Chisholm stated a shipping container is on the site and will be used as a temporary space for market vendors. He added this is a new feature to the market and the details are being worked out. He provided door stickers for the City Councilmembers to distributed to local businesses, to help with marketing.

Harley Daudt, 6000 York Avenue N, stated he would like to see more transparency regarding City meetings. He added it is difficult to find information about the meetings on the City website, and he does not receive the *Sun Post* newspaper. He requested that the City of Brooklyn Center send out notices to all residents about City meetings and what will be discussed.

Johlani King, 5701 Shingle Creek Parkway, stated he owns a residential and commercial cleaning business located in Brooklyn Center. He added he came to Brooklyn Center as a refugee with Nigerian and Liberian family members. He expressed concern about the lack of resources for youth in Brooklyn Center. He stated he would like to see a place where youth can go to engage with each other, that would provide programs and counseling. He added these issues are areas of focus for the City Council.

Mayor Elliott closed the Informal Open Forum at 6:58 p.m.

Motion passed unanimously.

2. INVOCATION

Councilmember Graves read a quote about the season of summer as the Invocation.

3. CALL TO ORDER REGULAR BUSINESS MEETING

The Brooklyn Center City Council met in Regular Session called to order by Mayor Mike Elliott at 7:05 p.m.

4. ROLL CALL

Mayor Mike Elliott and Councilmembers Marquita Butler, April Graves, Kris Lawrence-Anderson, and Dan Ryan. Also present were City Manager Curt Boganey, Deputy City Manager Reggie Edwards, Director of Fiscal & Support Services Nate Reinhardt, Community Development Director Meg Beekman, Police Chief Tim Gannon, City Attorney Troy Gilchrist, and Mary Mullen, TimeSaver Off Site Secretarial, Inc.

5. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

6. APPROVAL OF AGENDA AND CONSENT AGENDA

Councilmember Graves moved and Councilmember Lawrence-Anderson seconded to approve the Agenda and Consent Agenda, and the following consent items were approved:

6a. APPROVAL OF MINUTES

1. May 28, 2019 – Study Session
2. May 28, 2019 – Regular Session

3. May 28, 2019 – Work Session

6b. LICENSES

AMUSEMENT DEVICES

Metro Coin of Minnesota	6301 Shingle Creek Parkway Brooklyn Center, MN

FIREWORKS LICENSE - TEMPORARY

TNT Fireworks/Cub Foods	3245 County Road 10 Brooklyn Center, MN

GARBAGE HAULERS

Curbside Waste	4025 85th Avenue N Brooklyn Park, MN 55443
Walz Brothers Sanitation	17 – 3rd Avenue Osseo, MN 55369

MECHANICAL

Anderson's Residential Heating & A/C	1628 County Road 10 #34 Spring Lake Park, MN 55432
Airics Heating & Air Conditioning Inc.	9124 Grand Avenue S. Bloomington, MN 55378
Atwood Electric, Inc.	23124 Highway 149, PO Box 311 Sigourney, IA 52591
Heating & Cooling Two Inc.	18550 County Road 81 Maple Grove, MN 55369
Knott Mechanical Inc.	3961 Quebec Avenue N New Hope, MN 55427
Marsh Heating & A/C	6248 Lakeland Avenue N Brooklyn Park, MN 55428
Premier Heating & AC, Inc.	128 E. 70th Street Richfield, MN 55423
Stafford Homes Service	6225 Cambridge Street #30 St. Louis Park, MN 55416

SIGN HANGER

Veo Sign LLC	6353 Martin Avenue SE Otsego, MN 55301

RENTAL

INITIAL (TYPE IV – six-month license)

3800 66th Avenue N	Nancy Yang/Kayo Investment

RENEWAL (TYPE IV – one-year license)

1316 68th Lane N	Valerie Blount McKissack

5556 Emerson Avenue N	John Reider

RENEWAL (TYPE III – one-year license)

1316 68th Lane	Valerie Blount McKissack
2925 69th Lane N	Svetlana Tsurkan
6712 Beard Avenue N	Morris Matthews (met mitigation plan)
5415 Emerson Avenue N	MNSF II, LLC (met action plan)
5420 Girard Avenue N	Scott Sorum (met action plan)

RENEWAL (TYPE II – two-year license)

7206-12 West River Road	Jason Ingebretson
1507 Humboldt Avenue N	Kyan Hui

RENEWAL (TYPE I – three-year license)

3912 58th Avenue N	Prosperous Property LLC
6807 Aldrich Avenue N	Prosperous Property LLC
4724 Lakeview Avenue	Rebecca Hernandez
3318 Mumford	Beng Thao

6c. MN INTERNET CRIMES AGAINST CHILDREN TASK FORCE JOINT POWERS AGREEMENT (Moved to Item 10c)

6d. MN FINANCIAL CRIMES TASK FORCE JOINT POWERS AGREEMENT (Moved to Item 10d)

6e. MN HUMAN TRAFFICKING INVESTIGATORS TASK FORCE (Moved to Item 10e)

6f. RESOLUTION NO. 2019-082 ACCEPTING BID AND AWARDING A CONTRACT, IMPROVEMENT PROJECT NOS. 2019-01, 02, 03 AND 04, INTERSTATE AREA STREET, STORM DRAIN UTILITY IMPROVEMENTS

6g. RESOLUTION NO. 2019-083 ADOPTING THE COMPREHENSIVE ANNUAL FINANCIAL REPORT OF THE CITY OF BROOKLYN CENTER FOR THE CALENDAR YEAR ENDED DECEMBER 31, 2018

Motion passed unanimously.

7. PRESENTATIONS/PROCLAMATIONS/RECOGNITIONS/DONATIONS

7a. PRESENTATION OF OPPORTUNITY SITE CORRIDOR DEVELOPMENT INITIATIVE – REPORT AND FINAL RECOMMENDATIONS

Community Development Director Meg Beekman introduced Gretchen Nicholls with LISC Twin Cities. Ms. Nicholls gave a presentation on a series of community workshops that took place in

March-May 2019 regarding the Opportunity Site development, with Alatus LLC as their partner. Alatus engaged LISC to engage the community review development possibilities at the 35-acre site owned by the City, which is part of a larger Master Plan area.

Ms. Nicholls stated the development has some urgency to it; the property is important within the community. She added the goal was to provide a platform for the community to think about what possibilities for development at the Opportunity Site.

Ms. Nicholls stated the workshop series was an effort to gather community ideas, facilitate conversation, and incorporate ideas into the process. She added the four workshops were supported by an advisory group and a panel of volunteers who came to share their expertise. She noted the number of attendees doubled at each workshop, and she credited City Staff with getting out and recruiting as many people as possible to join the conversation.

Ms. Nicholls stated translation services were offered for the Latino and Hmong communities, and other traditional resources were available for residents.

Ms. Nicholls stated the first workshop focused on defining community values, and important amenities based on the uniqueness of the site. She added concern for future development was discussed, including environmental concern, types of uses, and what types of things people would like to see.

Ms. Nicholls stated the subsequent workshops included a developer panel discussion and identified the goal of supporting small businesses and creating housing options for all incomes, as well as creating economic vitality for local businesses.

Ms. Nicholls stated recommendations and goals that came out of the workshops were: embrace and grow diversity; produce places that bring the community together; create a vibrant and distinctive public space and consider sustainability in the design of the development. She added the recommendations are made to help the City as development opportunities are considered and will also be helpful to Alatus for their ideas and strategies for the larger site.

Councilmember Graves asked whether LISC typically uses this type of process, and where the City is currently in the planning stages. She asked how Ms. Nicholls felt about progress made during the workshops. Ms. Nicholls stated LISC is typically engaged by a City and not a developer. She added LISC is usually involved before a developer is brought onto the project. She added parameters are clear when working with a developer, especially with a big site. She added the City felt that this was a very important conversation involving as many people as possible.

Councilmember Graves requested clarification regarding the use of Community Benefits Agreements (CBA's). Ms. Nicholls stated CBA's are a legal document often used to provide teeth and depth to an important development discussion.

Councilmember Graves expressed her appreciation to Ms. Nicholls and LISC for their work. She asked for recommendations about what the City can do to ensure that a development is planned that best serves the City's residents.

Ms. Nicholls stated the City is on a good track. She stressed the importance of identifying priorities and working with partnerships. She added it had been a pleasure because the community has embraced the process.

Councilmember Graves stated the City Council had expressed their concern about the lack of diversity in the process, although it did improve. She added she would have liked to see more representative groups from the community and involvement from community partners.

Councilmember Butler thanked Ms. Nicholls for her presentation. She noted she felt one missing component was a youth voice. She added the development would have a big impact on teenagers and young adults, but there were very few in attendance. She asked what efforts were made to involve youth. Ms. Nicholls stated it is difficult to get youth to participate in these types of meetings. She added Ms. Beekman was able to reach out to the schools.

Ms. Beekman stated this is the first time she has ever seen youth involved in this type of process at all. She added a group of 6-8 youth participated throughout the entire process.

Mr. Boganey stated City Staff reached out to Brooklyn Bridge, and they posted notices on their website and in their newsletter, and it was discussed at the Youth Council.

Councilmember Butler stated there are many organizations embedded in Brooklyn Center that were not represented on the Advisory Group. She added businesses owners should have been represented. She noted she was concerned about the lack of diversity and disappointed in lack of participation by community groups.

Councilmember Butler stated community members walked out of the second workshop as they did not feel their ideas were being received and heard. She added she is happy about the themes that were captured, and workshop attendees expressed that people's voices were heard. She noted she appreciates the efforts of Gretchen Nicholls and LISC and what went into the work they did.

Councilmember Ryan thanked Ms. Nicholls for her presentation, and he thanked LISC for being a part of the process and their hard work. He added the process got better as it went along. He noted residents of Brooklyn Center come from many different diverse communities, and have embraced each other in their differences, which is why it is critically important to involve the community in this process.

Mayor Elliott stated many residents have said they did not know about the process. He added engagement is not easy, but it is possible to do it in Brooklyn Center, from his own experience. He noted this project represents a big opportunity for Brooklyn Center, and there is a financial incentive for this development to happen, but it must truly be a benefit to the entire community.

Councilmember Ryan moved, and Councilmember Lawrence-Anderson seconded to accept the Opportunity Site Corridor Development Initiative Summary Report and Final Recommendations Submitted by Gretchen Nicholls, Twin Cities LISC.

Motion passed unanimously.

8. PUBLIC HEARINGS

8a. ORDINANCE NO. 2019-04 AMENDING CHAPTER 35 OF THE CITY CODE OF ORDINANCES REGARDING THE ZONING CLASSIFICATION OF 5801 XERXES AVENUE NORTH

Ms. Beekman reviewed this agenda item, related to the proposed redevelopment of 5801 Xerxes Avenue by Real Estate Equities to develop two multi-family buildings. She added the City Council voted to approve a Planned Unit Development (PUD) for the property at its May 28, 2019 meeting. She reviewed site plan specifics, parking requirements, and a traffic study. She noted the developer met with the City's public art consultant to discuss public art and enhancements as part of the landscaping component.

Ms. Beekman stated concerns had been raised regarding the mid-block building exit, pedestrian circulation, and access to commercial properties to the south. She added the mid-block exit was added as a recommendation. She noted the public art consultant provided recommendations for enhancing the pedestrian areas and improve walkability and visibility, which mitigate some of the concerns about the mid-walk crossing and overall site plan improvements.

Councilmember Ryan moved, and Councilmember Butler seconded to open the Public Hearing.

Motion passed unanimously.

Carol Kleven, 3845 Zenith Avenue, asked whether food will be available for senior citizens to buy. She asked whether there will be a beauty salon.

Alex Bisanz, representing Real Estate Equities (REE), stated the independent senior living component would not be assisted living, and food will not be provided. He added a salon is being considered, and there will be many community spaces, including a club room, fitness room, hobby/craft space, and outdoor spaces.

Ms. Kleven stated the Gateway development has 252 units on 17 acres, with a fence all the way around. She added this proposed development has more units than that on only 5 acres. Ms.

Kleven stated she read about the grilling area, and she does not believe people will want to share grills.

Mayor Elliott thanked former City Councilmember Carol Kleven for her comments.

Mr. Bisanz stated food service would not be provided as the development will not be assisted living. He added Gateway Commons was built in the 1960s with more density and surface parking. He noted parking at the proposed site will be sufficient.

Mr. Bisanz stated REE does grilling areas at all their properties as a community space for people to come together. He added there is not typically a large number of people who want to grill.

Mr. Bisanz gave a presentation on the development project at 5801 Xerxes Avenue. He added it is an exceptional location with access to transportation and will provide $60 million investment in the City of Brooklyn Center, with committed long-term owners. He showed a traffic foot map, showing access to all pathways and crosswalks, as well as transit and garage access.

Mr. Bisanz stated the tot lot is in the best location possible on the site. She added there should be a 6-foot fence around the tot lot. Councilmember Lawrence-Anderson stated it is not a good location unless it is fenced, due to the busy street. Mr. Bisanz stated the tot lot would be fenced and elevated.

Councilmember Lawrence-Anderson asked whether there will be a fence. Mr. Bisanz stated there is currently no fence plan as there have been differing opinions.

Councilmember Graves stated the issues of safety and security were already discussed with the developer, at a meeting at which Councilmember Lawrence-Anderson was absent. She added the developer has indicated security measures will include security cameras, controlled key fob access, surveillance of access points, and a security guard during the leasing process.

Councilmember Lawrence-Anderson stated she loves all the aspects of the project except the parking in the middle. She added she does not understand how big the community space will be. She noted she loves the appearance of the building.

Councilmember Graves moved, and Councilmember Ryan seconded to close the Public Hearing.

Motion passed unanimously.

Councilmember Ryan moved, and Councilmember Graves seconded to Approve a Second Reading and Adopt ORDINANCE NO. 2019-04 Regarding the Zoning Classification of 5801 Xerxes Avenue North.

Motion passed unanimously.

8b. RESOLUTION NO. 2019-084 AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF a MULTI-FAMILY HOUSING REVENUE NOTE UNDER MINNESOTA STATUTES, CHAPTER 426C; AUTHORIZING THE LOAN OF THE PROCEEDS OF THE REVENUE NOTE TO BROOKLYN CENTER AH 1 LLLP (REE XERXES AVENUE WORKFORCE HOUSING PROJECT); APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF THE NOTE AND RELATED DOCUMENTS; AND APPROVING JOINT POWERS AGREEMENT

Director of Fiscal & Support Services Nate Reinhardt reviewed the conduit debt application for the REE Workforce Housing Project. Project requirements are met, including compatibility with the overall objectives of the City and neighborhood; the City's intent to redevelop and assist with business expansion; and have a substantially favorable effect upon the community.

Mr. Reinhardt stated a maximum amount of $19 million would be authorized by the Minnesota Department of Management and Budget. He added the intent is to submit for bonding authority for the senior living component of the project in July 2019. He noted the resolution also contains a Joint Powers Agreement that would allow REE to re-use bonding authority from another St. Paul project.

Councilmember Lawrence-Anderson moved, and Councilmember Ryan seconded to open the Public Hearing at 9:00 p.m.

Motion passed unanimously.

Harlan Daudt, 6000 York Avenue S., asked who is responsible for paying back the bonds if the project is not successful. Mayor Elliott stated the City does not assume any liability for this project.

Mr. Daudt asked whether it is common for businesses to get these types of bonds. Mr. Boganey stated these bonds are only available for qualified projects that meet certain criteria and provide a special benefit for low-income residents, businesses, or schools.

Mr. Daudt asked what kind of tax incentives the developer will be getting for this development. Mr. Boganey stated that has not yet been determined or approved by the City Council, but a request and public hearing are expected.

Councilmember Ryan moved, and Councilmember Lawrence-Anderson seconded to close the Public Hearing at 9:05 p.m.

Motion passed unanimously.

Councilmember Ryan moved, and Councilmember Graves seconded to Adopt RESOLUTION NO. 2019-084 Authorizing the Issuance, Sale and Delivery of a Multi-Family Housing Revenue

Note Under Minnesota Statutes, Chapter 426c; Authorizing the Loan of the Proceeds of the Revenue Note to Brooklyn Center AH 1 LLLP (REE Xerxes Avenue Workforce Housing Project); Approving the Form of and Authorizing the Execution and Delivery of the Note and Related Documents; and Approving Joint Powers Agreement.

Motion passed 4-1 (Mayor Elliott voted nay).

9. PLANNING COMMISSION ITEMS

-None.

10. COUNCIL CONSIDERATION ITEMS

10a. COMMISSION APPOINTMENTS TO THE FINANCIAL COMMISSION

Mayor Elliott stated he has spoken with Financial Commission candidate Taofeek Ashola, 6561 River Road Lane. He added Mr. Ashola has a finance background working in various capacities including as a Certified Public Accountant licensed for the State of Minnesota. He noted he supports and affirms this appointment.

Commissioner Ryan moved, and Commissioner Graves seconded to appoint Taofeek Ashola to the Financial Commission.

Motion carried unanimously.

10b. COMMISSION APPOINTMENT TO THE PLANNING COMMISSION

Mayor Elliott stated a candidate had submitted an application for the Planning Commission, but the applicant has not been interviewed.

City Manager Curt Boganey stated items removed from the Consent Agenda regarding Joint Powers Agreements would be addressed at a future City Council Work Session at the Mayor's direction, in the interest of time.

10c. MN INTERNET CRIMES AGAINST CHILDREN TASK FORCE JOINT POWERS AGREEMENT

Mayor Elliott stated this item would be addressed at an upcoming Work Session in the interest of time.

10d. MN FINANCIAL CRIMES TASK FORCE JOINT POWERS AGREEMENT

Mayor Elliott stated this item would be addressed at an upcoming Work Session in the interest of time.

10e. MN HUMAN TRAFFICKING INVESTIGATORS TASK FORCE

Mayor Elliott stated this item would be addressed at an upcoming Work Session in the interest of time.

11. COUNCIL REPORT

Councilmembers Graves, Ryan, Lawrence-Anderson, and Butler and Mayor Elliott agreed to forego their Reports in the interest of time.

12. ADJOURNMENT

Councilmember Lawrence-Anderson moved, and Councilmember Graves seconded adjournment of the City Council meeting at 9:07 p.m.

Motion passed unanimously.

MINUTES OF THE PROCEEDINGS OF THE CITY COUNCIL/ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF BROOKLYN CENTER IN THE COUNTY OF HENNEPIN AND THE STATE OF MINNESOTA

WORK SESSION
JUNE 10, 2019
CITY HALL – COUNCIL CHAMBERS

CALL TO ORDER

The Brooklyn Center City Council/Economic Development Authority (EDA) met in Work Session called to order by Mayor/President Mike Elliott at 9:20 p.m.

ROLL CALL

Mayor/President Mike Elliott and Councilmembers/Commissioners Marquita Butler, April Graves, Kris Lawrence-Anderson, and Dan Ryan. Also present were City Manager Curt Boganey, Deputy City Manager Reggie Edwards, Director of Fiscal & Support Services Nate Reinhardt, Community Development Director Meg Beekman, City Attorney Troy Gilchrist, and Mary Mullen, TimeSaver Off Site Secretarial, Inc.

HIGHWAY 252 MEETING DATE – Cont'd

Mr. Boganey stated he would send out an email to the Councilmembers/Commissioners asking for them to respond with some dates that might work for the Highway 252 meeting.

YOUTH IN GOVERNMENT

Mr. Boganey asked whether the City Council/EDA would hold Youth in Government Day on July 22, 2019, and give up part of their Study Session.

There was a majority Consensus among the City Council/EDA to hold Youth in Government Day on July 22, 2019.

ZONING CODE TASK FORCE CHARTER DISCUSSION

Community Development Director Meg Beekman requested the City Council/EDA's comments and feedback on formation of a Zoning Code Task Force that would not supersede the Planning Commission but rather would fill an additional advisory role for City Staff and consultants as the Zoning Code language is drafted.

Ms. Beekman added City Staff would like to begin the process of recruiting Task Force members, based on a goal of identifying representative demographics within the community.

She noted potential Task Force Members would have an interest in Zoning and a basic understanding of the regulatory framework.

Ms. Beekman stated City Staff hopes that the Task Force will include at least two business owners, two Planning Commissioners and two Housing Commissioners. She added the rest of the Task Force would be community-based. She noted the City Council/EDA would be asked to participate in the recruitment of Task Force members who will remain invested in the process.

Ms. Beekman stated City Staff hopes to get consensus from the City Council/EDA to move forward with the development of a Zoning Code Task Force. She added a charter had been prepared that identifies roles and responsibilities and lays out a time frame.

Councilmember/Commissioner Ryan stressed the importance of finding well-informed and engaged citizens to serve on the Task Force who are not already on another Commission.

Ms. Beekman stated City Staff intended that the Task Force would be comprised of two members each from the Planning Commission and Housing Commission. She added the language would ultimately be used by those two Commissions. She added representation from the business community would also be sought for the Task Force. She noted the next Planning Commissioners could come out of this group.

Ms. Beekman stated the Task Force's participation would represent the diversity of the community. She added the group of 10-12 Task Force members would be equally representative of the City's diversity.

Councilmember/Commissioner Lawrence-Anderson asked whether the Zoning Ordinance will be changed, eliminating Special Use Permits. Ms. Beekman stated that it is not the sole purpose but could be an element of the process.

Councilmember/Commissioner Graves stated she does not see any negative results from having a Task Force for the Zoning Code. She added she supports getting some business owners and residents who do not serve on other Commissions. She asked how often the Task Force would meet. Ms. Beekman stated the Task Force would meet every other month.

Councilmember/Commissioner Graves stated she supports moving ahead with the Task Force, as it is a good idea to encourage community engagement in the Zoning process.

Ms. Beekman stated, regarding the application process, City Staff has put together an application and flyers for the City Council/EDA to distribute within the community. She added the goal of ethnic and geographically diverse representation would be considered.

Mr. Boganey asked how the City Council/EDA would like the selection process to be handled. Councilmember/Commissioner Graves stated she would like to see the applications. Mayor/President Elliott stated it would be important to see how the opportunity is framed.

Mr. Boganey stated City Staff would gather the applicant's information and classify it in a manner that allows the City Council/EDA to see their differences. He added raw data would be provided to allow the City Council/EDA to determine who they wish to have serve on the Task Force.

Councilmember/Commissioner Ryan asked City Attorney Troy Gilchrist whether it is the responsibility of the Planning Commission to make recommendations to the City Council/EDA regarding Zoning Ordinances. Mr. Gilchrist confirmed this, adding the public hearing would be held at a Planning Commission meeting, and then forwarded to the City Council/EDA for decision.

BROOKLYN CENTER LIQUOR STORE CONSTRUCTION ALTERNATE NO. 1: FUTURE TENANT SPACE

Director of Fiscal & Support Services Nate Reinhardt stated City Staff is requesting consensus from the City Council/EDA to move forward with Bid Alternate No. 1 for the future tenant space at the Liquor Store #1 location. He added 12 bids were received, and the low bidder was B2 Builders, Bloomington, MN, whose owner has previously worked on projects in Shingle Creek Crossing. He noted the bid amount of $1,901,000 is $441,000 under the estimate.

Mr. Reinhardt stated the City has options for building the additional space, including completion of the space with the intention to sell it and achieve City Council/EDA priorities. He added the City would retain some ability to have a voice in the property's use. He asked whether the City Council/EDA supports the construction of future tenant space, and if so, how they would like to see the space utilized.

Mayor/President Elliott stated he voted against the liquor store, but the tenant space provides an important potential opportunity. He noted the future growth of Minnesota's economy would be greatly impacted by communities of color, and there is great potential for economic growth that would be concentrated in Brooklyn Center. He noted he supports moving ahead with the tenant space and providing subsidies to ensure that it is affordable.

Councilmember/Commissioner Graves stated she is leaning toward Option 6, lease with the intent to achieve Council priorities. She asked how the proposed size of the new tenant space compares with other spaces in that development.

Mr. Reinhardt stated the lease prices are marketable to other spaces around this area. He added rent on the new space will probably be higher due to property tax and maintenance costs, since

the City will be the owners of the building. Overall, the CAM charges would be below that Shingle Creek Crossing would charge for example.

Councilmember/Commissioner Graves asked whether the space will accommodate two tenants. Mr. Reinhardt stated the pad site could be divided for different uses.

Ms. Beekman stated each financial scenario is linked to a different economic outcome, including what type of business, how it might be operated and the financial model of how it would relate to other commercial uses in Brooklyn Center. She added if the City Council/EDA decides to move forward with this plan, the next step will be to determine the amount of oversight the City will have over the space. She noted there is a range of options represented here that have significant differences in the amount of resources they require, in terms of cost but also ongoing site management.

Ms. Beekman stated Option 6 could incorporate a boutique retail space where vendors can market and sell their products, and the City takes a percentage of the profits. She added additional City Staff would need to be hired to operate and manage the space, and the revenue that would be earned would not be equal to operating costs.

Ms. Beekman stated this could be an ownership opportunity for a small local business. She added this would be a benefit for the business owner who would be able to sell the property. She noted this would be a good opportunity for a small business.

Councilmember/Commissioner Graves stated she would not support the idea of the City being the owner/manager of the space, hiring staff, and managing daily operations. She added the location could be a place where a business would grow and move on to something bigger.

Councilmember/Commissioner Graves stated two tenants could support each other and promote growth, but she added she is unsure what would have to be done to make it possible. She stressed the importance of giving businesses the opportunity to be seen and recognized in the community, which is what she is hoping for this space.

Mayor/President Elliott agreed, adding multiple tenants and storefronts can provide support and growth opportunities. He asked what level of involvement would be required from Staff, and whether the community should be involved in the decision-making process.

Ms. Beekman stated City Staff would meet with ACER, WomenVenture, and Aida, who have relationships with small businesses and entrepreneurs. She added this is a good starting point to determine the needs of an entrepreneur starting up a small business.

Mr. Reinhardt stated it makes sense to create a criteria-based request to see if there is any interest. He added most of the options that are being discussed would require further review and exploration before further discussion by the City Council/EDA.

Mr. Reinhardt stated construction is scheduled to begin in July 2019 with the exterior of the building complete by the end of the year. He added the City Council/EDA would have time to work through ideas and proposals. He noted a prospective tenant could begin planning their space while construction is still underway.

Mr. Boganey stated, in summary, the City Council/EDA would like City Staff to proceed with building the adjacent retail space and provide a range of options in terms of objectives and mission. He stressed the importance of recognizing that assisting local businesses providing affordable spaces and that there could be substantial underwriting of costs by the EDA and the City. He noted City staff could bring ideas and strategies back to the City Council/EDA based on their direction, with options that are compatible with the City Council/EDA's comments and feedback.

Mayor/President Elliott stated he supports Option 6, providing future tenant space.

Councilmember/Commissioner Ryan stated he supports selling or leasing the space for the highest return. He added some aspirational visions are interesting but require further research to determine any hidden costs. He noted 9 out of 10 small businesses fail within the first two years.

Councilmember/Commissioner Lawrence-Anderson stated she would not be supportive of hiring additional City Staff to support this space. She added she would support helping small businesses but not putting the City at risk. She noted it would be beneficial to complete all the construction at the same time.

Councilmember/Commissioner Butler stated there is potential to get a small business in the space, and the City would still have control. She added there is risk involved, but taking a creative approach and advanced planning will provide a basis for success. She noted she would like to support a small business venture in the space.

Councilmember/Commissioner Ryan stated, aside from tonight's discussion and decision, the City Council/EDA should revisit how to promote and support small businesses. She added City staff, including Business and Work Force Development Coordinator Brett Angell, can provide support with this effort.

Mr. Boganey stated the City Council/EDA had expressed a strong consensus in moving forward with building the tenant space. He added there is a mixed perspective on how it should be used, but that can be reviewed and discussed over the next several months to determine the most effective use.

Stacy Kvilvang, Ehlers, stated the City should consider what they will be giving up from a fiscal standpoint. She added retail is a great opportunity to promote further economic growth and diversity at a low cost. She added she would go with smaller businesses that are not food related.

She noted, however, the City can expect to write off 100% of its investment in the interests of expansion and entrepreneurship.

ADJOURNMENT

Councilmember/Commissioner Lawrence-Anderson moved, and Councilmember/Commissioner Ryan seconded adjournment of the City Council/Economic Development Authority Work Session at 10:12 p.m.

Motion passed unanimously.

COUNCIL ITEM MEMORANDUM

DATE: 6/24/2019

TO: Curt Boganey, City Manager

THROUGH: N/A

FROM: Alix Bentrud, Deputy City Clerk

SUBJECT: Approval of Licenses

Requested Council Action:

- *Motion to approve licenses as presented*

Background:

The following businesses/persons have applied for City licenses as noted. Each business/person has fulfilled the requirements of the City Ordinance governing respective licenses, submitted appropriate applications, and paid proper fees.

Applicants for rental dwelling licenses are in compliance with Chapter 12 of the City Code of Ordinances, unless comments are noted below the property address on the attached rental report.

The liquor license renewals are based on past practices of distance requirements and may require an amendment in the future.

AMUSEMENT DEVICES LICENSES

Mendota Valley Amusement Inc 6110 Brooklyn Blvd	390 Richmond St E So St Paul 55075
Mendota Valley Amusement Inc 6845 Shingle Creek Pkwy	390 Richmond St E So St Paul 55075

GARBAGE HAULERS

Darling Ingredients, Inc	9000 382nd Ave Blue Earth MN 56013
Walters Recycling & Refuse	2830 101st Ave NE Blaine MN 55449

MECHANICAL LICENSES

A & M Heating & Air Conditioning LLC	22280 Tippecanoe St NE East Bethel MN 55011
All Appliance Installation Plus	PO Box 166 Cambridge MN 55008
Binder Heating and Air Conditioning Inc	222 Hardman Ave N So St Paul MN 55075
Flare Heating & Air Conditioning	9303 Plymouth Ave N Ste 104

	Golden Valley MN 55427
Lennox National Account Services	7150 Boone Ave Ste 180 B Brooklyn Park MN 55428
Liberty Comfort Systems	627 East River Road Anoka MN 55303
Majestic Custom Heating & Air Conditioning	8800 Royal Court NW Ramsey MN 55303
Otsego Heating & Air Conditioning DBA Comfort Solutions	11 1st St NW Osseo MN 55369

SIGN HANGER LICENSES

SML Sign Maintenance Lighting	700 Tower Drive Medina MN 55340

TRANSIENT ACCOMMODATIONS

Best Western Plus	2050 Freeway Blvd Brooklyn Center MN 55430

Strategic Priorities and Values:

Safe, Secure, Stable Community

ATTACHMENTS:

Description	Upload Date	Type
Rental Criteria	5/22/2019	Backup Material
6-24-19 Rentals	6/19/2019	Backup Material

Property Code and Nuisance Violations Criteria		
License Category (Based on Property Code Only)	**Number of Units**	**Property Code Violations per Inspected Unit**
Type I – 3 Year	1-2 units	0-2
	3+ units	0-0.75
Type II – 2 Year	1-2 units	Greater than 2 but not more than 5
	3+ units	Greater than 0.75 but not more than 1.5
Type III – 1 Year	1-2 units	Greater than 5 but not more than 9
	3+ units	Greater than 1.5 but not more than 3
Type IV – 6 Months	1-2 units	Greater than 9
	3+ units	Greater than 3

b. <u>Police Service Calls.</u>

Police call rates will be based on the average number of valid police calls per unit per year. Police incidences for purposes of determining licensing categories shall include disorderly activities and nuisances as defined in Section 12-911, and events categorized as Part I crimes in the Uniform Crime Reporting System including homicide, rape, robbery, aggravated assault, burglary, theft, auto theft and arson.

Calls will not be counted for purposes of determining licensing categories where the victim and suspect are "Family or household members" as defined in the Domestic Abuse Act, Minnesota Statutes, Section 518B.01, Subd. 2 (b) and where there is a report of "Domestic Abuse" as defined in the Domestic Abuse Act, Minnesota Statutes, Section 518B.01, Subd. 2 (a).

License Category	**Number of Units**	**Validated Calls for Disorderly Conduct Service & Part I Crimes** (Calls Per Unit/Year)
No Category Impact	1-2	0-1
	3-4 units	0-0.25
	5 or more units	0-0.35
Decrease 1 Category	1-2	Greater than 1 but not more than 3
	3-4 units	Greater than 0.25 but not more than 1
	5 or more units	Greater than 0.35 but not more than 0.50
Decrease 2 Categories	1-2	Greater than 3
	3-4 units	Greater than 1
	5 or more units	Greater than 0.50

Rental Licenses for Council Approval on June 24, 2019								
Property Address	Dwelling Type	Renewal or Initial	Owner	Property Code Violations	License Type	Police CFS *	Final License Type **	Previous License Type ***
5328-5330 Queen Ave N	Two Family 2Units	Initial	Mai Her	0	I	N/A	I	
3501 63rd Ave N	Single	Initial	Oyejola Azum	3	II	N/A	II	
7025 Logan Ave N	Single	Initial	Fatou Jallow / Summit Properties LLC	13	IV	N/A	IV	
5601 Lyndale Ave N Riverwalk II	Multi 1Bldg 4 Units	Renewal	Brett Hildreth / Dragon Property Management	5 1.25 per Unit	II	0.4 per unit Disturbance 1/26/19 Theft 5/23/19	III	II
2006 55th Ave N	Single	Renewal	Mathias Bingaman	14	IV	0	IV	II
4207 Lakeside Ave #123	Single	Renewal	Donna Kabanuk	0	I	0	I	II
4207 Lakeside Ave #140	Single	Renewal	Joseph Drechsler met action plan	0	I	0	I	III
4207 Lakeside Ave #236	Single	Renewal	Judith Spanberger/ MSP Home Rental	8	III	0	I	I
6124 Lee Ave N	Single	Renewal	Jennifer Kuria	1	I	0	I	II
7231 Oliver Ave N	Single	Renewal	Kathleen Kane	6	III	0	III	II
7030 Regent Ave N	Single	Renewal	Douglas Wahl / Cel Monton	5	II	0	II	IV
5306 Russell Ave N	Single	Renewal	Donna Reinarz	2	I	0	I	I

* CFS = Calls For Service for Renewal Licenses Only (Initial Licenses are not applicable to calls for service and will be listed N/A.)

** License Type Being Issued

*** Initial licenses will not sho Type 1 = 3 Year Type II = 2 Year Type III = 1 Year

All properties are current on City utilities and property taxes

COUNCIL ITEM MEMORANDUM

DATE: 6/24/2019

TO: Curt Boganey, City Manager

THROUGH: N/A

FROM: Nate Reinhardt, Finance Director

SUBJECT: Resolution Accepting Bid and Awarding Contract for the Construction of a Municipal Liquor Store

Requested Council Action:

- Motion to approve a resolution of the lowest responsible bid and award a contract to B2 Builders for the Construction of a Municipal Liquor Store.

Background:

Bids for Construction of a Municipal Liquor Store were received and opened on June 4, 2019. The project bid included the base bid for the construction of the municipal liquor store including additional tenant space and site improvements. In addition, there were six alternates that were included in the bid specifications:

Alternate No. 1 – Future Tenant Space provides the cost to delete the construction of the 3,582 foot additional Future Tenant Space and revise the location of the riser utility room to the liquor store footprint.

Alternate No. 2 – Polished Concrete Finish Level provides the cost of polished concrete floors from gloss to low sheen.

Alternate No. 3 – Motorized Roller Shades provides the cost to provide motorized roller shades at west facing windows with daylite sensor and remote control.

Alternate No. 4 – Stained Concrete provides the cost to add stain to polished concrete floor finish.

Alternate No. 5 – Delete Cash Wrap Casework provides the cost to delete the cash wrap casework and countertops.

Alternate No. 6 – Revise Electrified Door Hardware provides the cost to replace electronic locksets with non-electronic locksets with similar functions and electric strikes.

The City Council held a work session on June 10, 2019 to discuss Alternate No. 1 – Future Tenant Space. At that work session the City Council indicated a preference build the additional 3,582 square foot building shell. Additionally, the City Council directed staff to further explore leasing and sale options of the additional space.

Thirteen bids were received and results are tabulated below:

	Bidder	RANK	Base Bid	Alternate #1 Building Addition	Alternate #2 Polished Conc. Finish	Alternate #3 Motorized Roller Shades	Alternate #4 Stained Concrete	Alternate #5 Delete Cash Wrap Casework	Alternate #6 Revise Electrified Door Hdre
1	**B2 Builders**	**1**	**2,219,000**	**(318,000)**	**(1,340)**	**23,400**	**4,120**	**(17,960)**	**(400)**
2	Bradbury Stamm Construction	6	2,480,000	(239,000)	(1,500)	2,680	2,750	(16,000)	2,260
3	CoBeck Construction	10	2,861,540	(255,100)	(1,340)	5,900	6,650	(17,890)	2,700
4	Dering Pierson	11	2,894,000	(260,000)	(3,500)	3,360	5,220	(14,390)	(1,050)
5	Donlar Construction	9	2,669,000	(200,000)	(1,000)	2,800	5,050	(19,000)	2,300
6	Ebert Construction	5	2,320,000	(196,600)	(1,900)	2,700	4,000	(14,000)	2,250
7	Jorgenson Construction	7	2,568,000	(166,000)	(1,500)	2,700	2,800	(14,000)	(400)
8	Klar Dig	3	2,297,000	(132,662)	(1,925)	5,693	4,024	(19,600)	3,327
9	Rochon	2	2,295,000	(242,000)	(1,300)	2,300	4,300	(14,500)	(400)
10	Shaw-Lundquist	12	2,984,000	(231,000)	(1,400)	5,200	2,800	(18,000)	(400)
11	Versacon, Inc.	4	2,299,000	(270,000)	(1,400)	5,300	4,000	(19,000)	2,300
12	Weber, Inc.	8	2,593,000	(233,000)	(1,140)	28,000	4,100	(15,200)	(350)
13	Lee's Ceramics Inc.*	N/A	16,690	N/A	N/A	N/A	N/A	N/A	N/A

*Lee's Ceramics Inc. has withdrew bid.

Lee's Ceramics was the apparent low bidder at the time of the bid opening, however their bid submittal did not include the bid alternates. It was apparent that the submittal was for only a portion of the project. After contacted Lee's Ceramics subsequently withdrew their bid.

The estimated project cost for the construction of a Municipal Liquor Store and Additional Tenant Space was $2,660,000. The lowest responsible base bid of $2,219,000 was submitted by B2 Builders, LLC of Bloomington, Minnesota. B2 Builders has the experience, equipment and capacity to qualify as the lowest responsible bidder for the project. The owner was previously a project manager with a construction company that built six other buildings at Shingle Creek Crossing.

Based on the prescribed bidding guidelines, the City may accept and award the contract based on any combination of the base bid and/or alternate bid items, which best serves the interests of the City. Staff's recommendation is to award the project to B2 Builders, LLC based on the lowest base bid of $2,219,000, and reject all alternates. However, staff would like to further pursue Alternate #3 – Motorized Roller Shades which provides a convenient way to protect product from direct sunlight damage and Alternate No. 4 – Stained Concrete to enhance the appearance of the store. If the City moves forward with these items, they will be either coordinated with the contractor and added as a change order or completed under a separate contract with a different vendor. The City intends to review the proposed Alternate #3 – Motorized Roller Shades more in depth with the subcontractor before agreeing to an amount, the wording of the alternate request may have been confusing to bidders whom may have priced the alternate as "per window section", of which there are eight (8) window sections. The total cost of these two alternates will not exceed $27,520.

Staff is also currently in the process of receiving bids for the beer cave and store shelving. These items were

budgeted and bid separately from the construction of the building. The bid opening will occur on June 27, 2019 and will be presented to City Council for award in July. Staff anticipates the cost for these items will be approximately $210,000.

Budget Issues:

The low bid amount of $2,219,000 is 17 percent under the estimated construction cost of $2,660,000.

The total estimated budget including land acquisition, contingencies, furnishings, design, administration, engineering, legal and financing was $4,040,000 and is amended to $3,608,000 (see attached Resolution – Costs and Revenues tables). The overall project cost reflects a 10.7 percent decrease to the originally estimated amount.

Strategic Priorities and Values:

Safe, Secure, Stable Community

ATTACHMENTS:

Description	Upload Date	Type
Resolution Awarding Municipal Liquor Store Construction Contract	6/14/2019	Resolution Letter

Member introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

RESOLUTION ACCEPTING BID AND AWARDING CONTRACT FOR THE CONSTRUCTION OF A MUNICIPAL LIQUOR STORE

WHEREAS, pursuant to an advertisement for bids for the Construction of a Municipal Liquor Store, thirteen bids were received, opened and tabulated by the City Finance Director on the 4th day of June 2019. Said bids were as follows:

	Bidder	RANK	Base Bid	Alternate #1 Building Addition	Alternate #2 Polished Conc. Finish	Alternate #3 Motorized Roller Shades	Alternate #4 Stained Concrete	Alternate #5 Delete Cash Wrap Casework	Alternate #6 Revise Electrified Door Hdre
1	**B2 Builders**	**1**	**2,219,000**	**(318,000)**	**(1,340)**	**23,400**	**4,120**	**(17,960)**	**(400)**
2	Bradbury Stamm Construction	6	2,480,000	(239,000)	(1,500)	2,680	2,750	(16,000)	2,260
3	CoBeck Construction	10	2,861,540	(255,100)	(1,340)	5,900	6,650	(17,890)	2,700
4	Dering Pierson	11	2,894,000	(260,000)	(3,500)	3,360	5,220	(14,390)	(1,050)
5	Donlar Construction	9	2,669,000	(200,000)	(1,000)	2,800	5,050	(19,000)	2,300
6	Ebert Construction	5	2,320,000	(196,600)	(1,900)	2,700	4,000	(14,000)	2,250
7	Jorgenson Construction	7	2,568,000	(166,000)	(1,500)	2,700	2,800	(14,000)	(400)
8	Klar Dig	3	2,297,000	(132,662)	(1,925)	5,693	4,024	(19,600)	3,327
9	Rochon	2	2,295,000	(242,000)	(1,300)	2,300	4,300	(14,500)	(400)
10	Shaw-Lundquist	12	2,984,000	(231,000)	(1,400)	5,200	2,800	(18,000)	(400)
11	Versacon, Inc.	4	2,299,000	(270,000)	(1,400)	5,300	4,000	(19,000)	2,300
12	Weber, Inc.	8	2,593,000	(233,000)	(1,140)	28,000	4,100	(15,200)	(350)
13	Lee's Ceramics Inc.*	N/A	16,690	N/A	N/A	N/A	N/A	N/A	N/A

*Lee's Ceramics Inc. has withdrew bid.

WHEREAS, it appears that Lee's Ceramics of Shakopee, Minnesota was the lowest bidder but has withdrawn their bid; and

WHEREAS, it appears that B2 Builders of Bloomington, Minnesota is the lowest responsible bidder; and

RESOLUTION NO. _____

WHEREAS, the City reasonably expects to spend monies from the Municipal Liquor fund on a temporary basis to pay the expenditures described in this resolution; and

WHEREAS, the City reasonably expects to reimburse itself for such expenditures from the proceeds of taxable or tax exempt bonds, the debt service of which is expected to be paid from property taxes or municipal liquor operation revenues.

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

1. The Mayor and City Manager are hereby authorized and directed to enter into a contract with B2 Builders of Bloomington, Minnesota, in the name of the City of Brooklyn Center for the Construction of a Municipal Liquor Store, according to the plans and specifications therefore approved by the City Council and on file in the office of the City Finance Director.

2. The estimated project costs and revenues are as follows:

COSTS	Estimated	per Low Bid
Construction Contract	$2,660,000	$2,219,000
Property Acquisition	$705,000	$690,000
Professional Services	$115,000	$130,000
Shelving/Beer Cave/Furnishings	$240,000	$240,000
Signage	$15,000	$15,000
Fiber Optic Line	$50,000	$50,000
IT/Phones/Security Cameras	$70,000	$70,000
Financing/Issuance Costs	$35,000	$44,000
Contingency	$150,000	$150,000
Total Estimated Project Cost	$4,040,000	$3,608,000

REVENUES	Estimated	per Low Bid
EDA Lease Revenue Bonds	$2,500,000	$2,618,000
Unidentified Funding Source – Additional Tenant Space	$550,000	$ -
Developer Contribution (Site Imp.)	$90,000	$90,000
Liquor Fund (cash)	$900,000	$900,000
Total Estimated Project Cost	$4,040,000	$3,608,000

RESOLUTION NO. _____

3. This resolution is intended to constitute official intent, for purposes of Treasury Regulations Section 1.150-2(d) and any successor law, regulation, or ruling, to issue taxable or tax exempt reimbursement bonds, in an amount not to exceed $4 million, to finance the acquisition, construction and equipping of the property described above and a municipal liquor store to be located thereon. This resolution will be modified to the extent required or permitted by Treasury Regulations or any successor law, regulation, or ruling.

June 24, 2019 _____
Date

_____
Mayor

ATTEST: _____
City Clerk

The motion for the adoption of the foregoing resolution was duly seconded by member

and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:
whereupon said resolution was declared duly passed and adopted.

COUNCIL ITEM MEMORANDUM

DATE: 6/24/2019

TO: Curt Boganey, City Manager

THROUGH: Doran M Cote

FROM: Doran M. Cote, Director of Public Works

SUBJECT: Resolution Accepting Bid and Awarding a Contract, Improvement Project Nos. 2018-08 and 2019-05, Bellvue and Southeast Area Mill and Overlay Improvements

Requested Council Action:

- Motion to approve the resolution accepting the lowest responsible bid and award a contract to Asphalt Surface Technologies Corporation for Improvement Project Nos. 2018-08 and 2019-05, Bellvue and Southeast Area Mill and Overlay Improvements

Background:

Bids for the Bellvue and Southeast Area Mill and Overlay Improvements, Project Nos. 2018-08 and 2019-05, were received and opened on June 14, 2019. The bidding results are tabulated below:

BIDDER	TOTAL BASE BID
Asphalt Surface Technologies Corp.	**$2,472,409.89**
C.S. McCrossan Construction, Inc.	$2,894,052.45
GMH Asphalt Corporation	$3,313,822.40

Of the three (3) bids received, the lowest bid of $2,472,409.89 was submitted by Asphalt Surface Technologies Corporation (a/k/a ASTECH Corp.) of Saint Cloud, Minnesota. ASTECH Corp. has the experience, equipment and capacity to qualify as the lowest responsible bidder for the project.

Budget Issues:
The bid amount of $2,472,409.89 is within the 2019 budgeted amount. The total estimated budget including contingencies, administration, engineering and legal was $4,961,000 and is amended to $3,293,809.89 (see attached Resolution – Costs and Revenues tables). The overall project cost reflects a 33.6 percent decrease to the originally budgeted amount.

Budget Issues:

The bid amount of $2,472,409.89 is within the 2019 budgeted amount. The total estimated budget including contingencies, administration, engineering and legal was $4,961,000 and is amended to $3,293,809.89 (see attached Resolution – Costs and Revenues tables). The overall project cost reflects a 33.6 percent decrease to the originally budgeted amount.

Strategic Priorities and Values:

Key Transportation Investments

ATTACHMENTS:

Description	Upload Date	Type
Resolution	6/17/2019	Cover Memo
Location Map	6/17/2019	Cover Memo

Member introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

RESOLUTION ACCEPTING BID AND AWARDING A CONTRACT, IMPROVEMENT PROJECT NOS. 2018-08 AND 2019-05, BELLVUE AND SOUTHEAST AREA MILL AND OVERLAY IMPROVEMENTS

WHEREAS, pursuant to an advertisement for bids for Improvement Project Nos. 2018-08 and 2019-05, bids were received, opened and tabulated by the City Clerk and Engineer on the 14th day of June, 2019. Said bids were as follows:

Bidder	Total Base Bid
Asphalt Surface Technologies Corp.	**$2,472,409.89**
C.S. McCrossan Construction, Inc.	$2,894,052.45
GMH Asphalt Corporation	$3,313,822.40

WHEREAS, it appears that Asphalt Surface Technologies Corporation (a/k/a ASTECH Corp.) of Saint Cloud, Minnesota is the lowest responsible bidder.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Center, Minnesota, that

1. The Mayor and City Manager are hereby authorized and directed to enter into a contract with Asphalt Surface Technologies Corporation (a/k/a ASTECH Corp.) of Saint Cloud, Minnesota in the name of the City of Brooklyn Center, for Improvement Project Nos. 2018-08 and 2019-05, according to the plans and specifications therefore approved by the City Council and on file in the office of the City Engineer.

2. The estimated project costs and revenues are as follows:

COSTS	Estimated	Amended per Low Bid
Contract	$ 3,922,600.00	$ 2,472,409.89
Contingency	$ 588,000.00	$ 371,000.00
Subtotal Construction Cost	$ 4,510,600.00	$ 2,843,409.89
Admin/Legal/Engr.	$ 450,400.00	$ 450,400.00
Total Estimated Project Cost	$ 4,961,000.00	$ 3,293,809.89

RESOLUTION NO. _____

REVENUES	Estimated	Amended per Low Bid
Street Assessment	$ 911,379.74	$ 911,379.74
Sanitary Sewer Utility	$ 180,000.00	$ 108,524.50
Water Utility Fund	$ 411,000.00	$ 544,670.40
Storm Drainage Utility Fund	$ 980,000.00	$ 485,658.25
Street Reconstruction Fund	$ 2,228,620.26	$ 993,247.00
Municipal Sate Aid (MSA)	$ 250,000.00	$ 250,000.00
Miscellaneous (plan sales)	$ -0-	$ 330.00
Total Estimated Revenue	$ 4,961,000.00	$ 3,293,809.89

June 24, 2019
Date

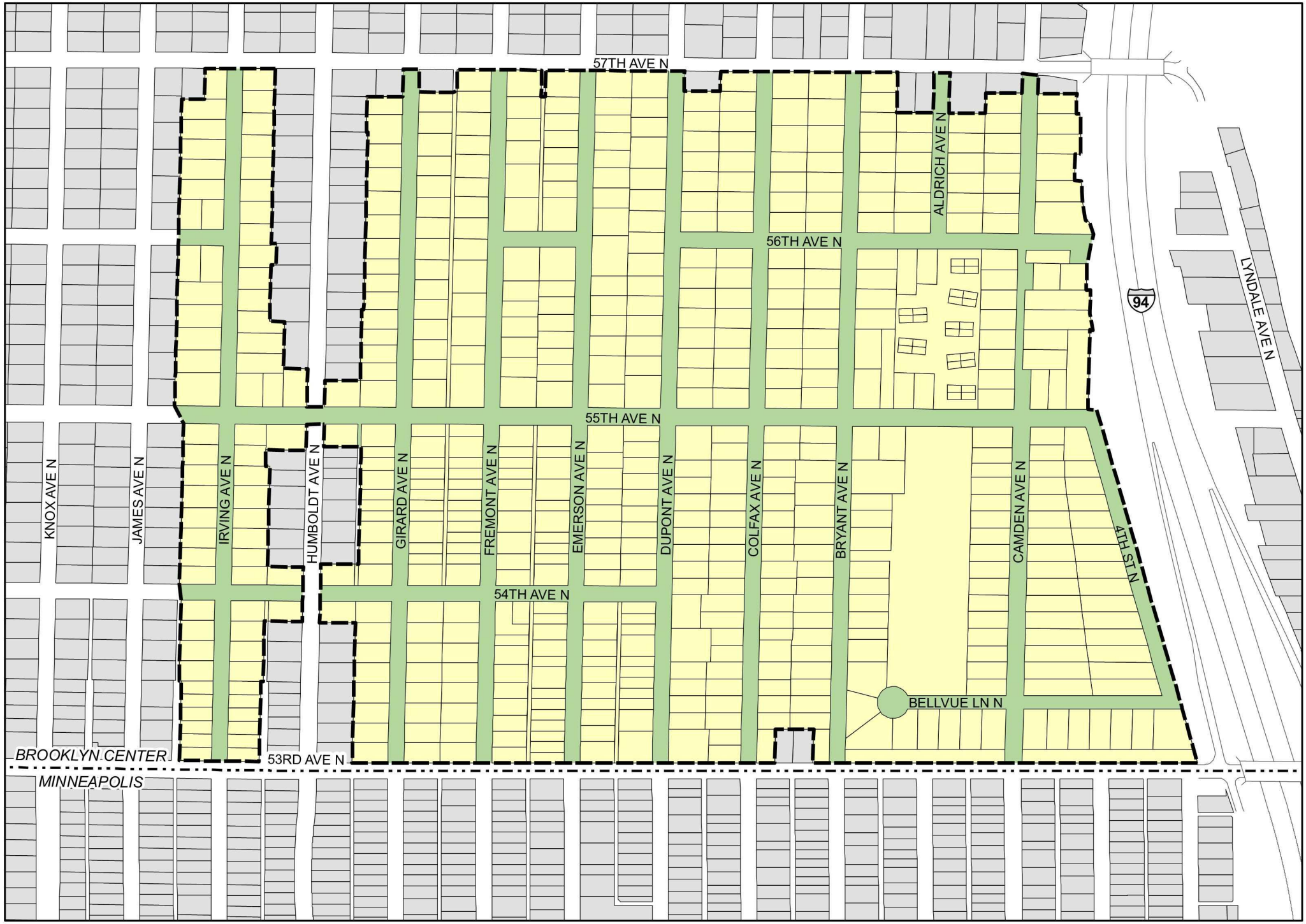
_____
Mayor

ATTEST: _____
City Clerk

The motion for the adoption of the foregoing resolution was duly seconded by member

and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:
whereupon said resolution was declared duly passed and adopted.



Project Area
Bellvue and Southeast Area Mill and Overlay

Figure 1

COUNCIL ITEM MEMORANDUM

DATE: 6/24/2019

TO: Curt Boganey, City Manager

THROUGH: Meg Beekman, Community Development Director

FROM: Joe Hartmann, Interim Associate Planner

SUBJECT: Resolution Regarding Disposition of Planning Commission Application No. 2019-008 For Approval of a Preliminary And Final Plat And Planned Unit Development for Eastbrook Estates Second Addition

Requested Council Action:

- (i) Motion to adopt a resolution to approve Planning Commission Application No. 2019-008 for a Preliminary and Final Plat and Planned Unit Development for Eastbrook Estates Second Addition, based on the findings of fact and the submitted plans, as amended by the conditions of approval in the resolution

- (ii) Motion to approve a first reading of an ordinance amending Chapter 35 of the Zoning Code of Ordinances regarding the zoning classification of Eastbrook Estates Second Addition, and set the second reading and public hearing for July 8, 2019

Background:

Centra Homes ("The Applicant") is requesting preliminary and final plat and planned unit development (PUD) approval for a subdivision of property which is owned, in part, by the City of Brooklyn Center's Economic Development Authority (EDA). A portion of the property under consideration is also currently owned by adjacent private property owners. The combined 7.55 acre site ("Subject Properties") is located just south of 69th Ave N and west of Highway 252.

The proposal includes a request to allow 30 new single family lots and related stormwater, roadways, and utility improvements. As part of the project, the applicant proposes to construct 30 single family owner-occupied homes on the subject property. This project proposes new public streets in the Firehouse neighborhood in an undeveloped area on lots owned by multiple parties. Camden Avenue N. and 5th Street N. would be extended to the north to a new 68th Lane N., which will connect to Aldrich Avenue N.

Background
In November 2018, the EDA received proposals to develop the EDA-owned portion of the property from three different development firms. Centra Homes was selected as the preferred developer. Centra Homes had submitted two alternative development options for the EDA to consider. Option A provided for more lots, but on smaller parcels which would require allowances from the City Code. Option B provided for slightly larger lots, but fewer homes. In both options the houses would be predominantly two-story, "move-up", for-sale homes valued between $315,000 and $350,000. Option A allowed Centra Homes to offer a higher purchase price to the EDA for the land. The EDA determined that because mid-priced, "move-up", owner-occupied homes represent a gap in Brooklyn Center's housing stock, Option A, which would allow for more units, was the preferred option.

On December 10, 2018, the Economic Development Authority (EDA) approved a Preliminary Development Agreement (PDA) with Centra Homes, LLC (City Council Resolution No. 2018-17) for the proposed

development of land owned by the EDA for the creation of a final plat, construction of single family homes and associated public infrastructure improvements including utilities, new roads, and storm water ponding.

On June 13, 2019, the Planning Commission considered the application which is in substantial conformance with the layout and concept presented to the EDA by the Applicant. The Planning Commission reviewed the application and held a public hearing. A planning staff report was presented, which is attached to this report. Notice was mailed to the applicant and adjacent property owners as required by Section 35-210 of the City Code. Public notice was also published in the *Sun Post;* however, the notice was published two days short of the ten day public hearing notice requirement, as is required by state statute. The Planning Commission held a public hearing nonetheless since notice was still published and mailed notices had been sent out. In order to fully comply with state notification requirements, a second public hearing was duly noticed in the *Sun Post* for the June 24, 2019, City Council meeting, and mailed notices were sent out a second time to adjacent property owners.

Four people spoke at the public hearing. Two expressed questions regarding the need for this type of housing and asked whether a market study had been done. A question was raised as to where the roads would connect. Two residents, a couple, spoke in favor of the project and expressed an opinion that it would benefit the area and increase property values. The developer indicated that they had not done a market study, but that their experience with similar products in similar markets was extensive and indicated that this product was in high demand.

After close of the public hearing the Planning Commission deliberated on the project. The Planning Commission expressed that this project was in keeping with the city's comprehensive plan and the goals identified in it. The Planning Commission Chair expressed his concern regarding the condition of approval which requires the stromwater pond to be maintained by the private property owners via a home owners association or restrictive covenants. He expressed the opinion that the City would end up having to maintain it ultimately and that going after future property owners to maintain the pond would be difficult and time consuming. He also expressed concern over the reduced front yard setbacks and whether that would contribute to onsite parking violations. Discussion ensued, and the Planning Commission voted (6-0) to recommend approval of the Planning Commission Application No, 2019-008, with all of the conditions of approval as stated in the staff report.

Budget Issues:

There are no budget issues to consider.

Strategic Priorities and Values:

Targeted Redevelopment

ATTACHMENTS:

Description	Upload Date	Type
June 13, 2019, Planning Commission Report	6/18/2019	Backup Material
Resolution	6/19/2019	Resolution Letter
Ordinance	6/19/2019	Ordinance

Planning Commission Report
Meeting Date: May 16, 2019

- Application Filed: 05/13/2019
- Review Period (60-day) Deadline: 07/12/2019
- Extension Declared: N/A
- Extended Review Period Deadline: N/A

Application No.	2019-008
Applicant:	Centra Homes
Location:	Generally south of 69th Avenue North, west of Highway 252, north of 68th Avenue North, and east of Aldrich Avenue North
Request:	Preliminary and final plat and Planned Unit Development (PUD) approval for a subdivision of land to allow 30 new single family lots and related roadway, stormwater, and utility improvements.

Requested Action

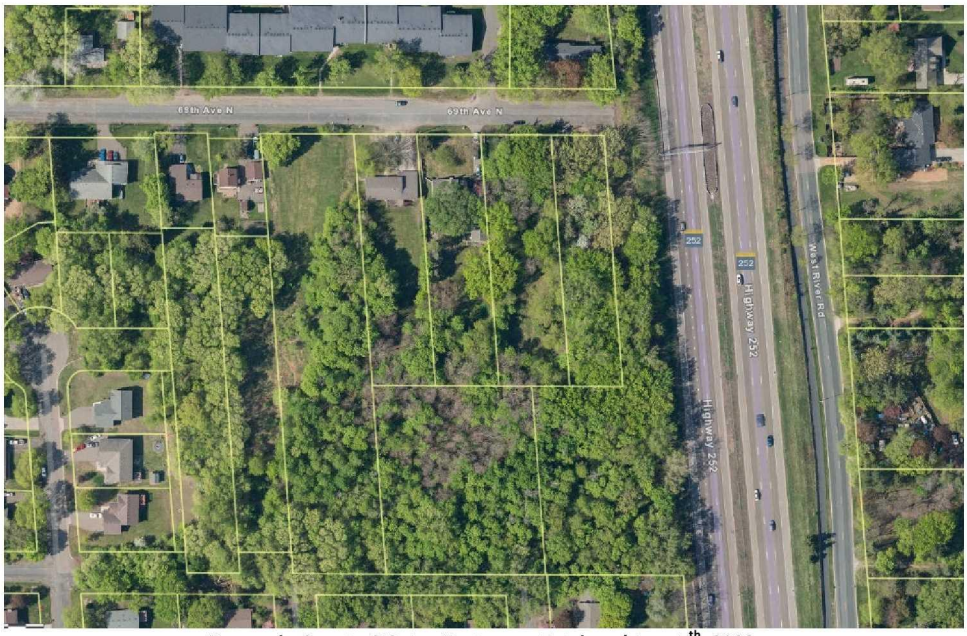
Centra Homes ("The Applicant") is requesting preliminary and final plat approval for a subdivision of the currently un-platted parcels ("Subject Properties") located just south of 69th Ave N and west of Highway 252 and a Planned Unit Development to allow 30 new single family lots and related stormwater, roadway, and utility improvements. As part of the project, the applicant proposes to construct 30 single family owner-occupied homes on the subject property.

Background

On December 10, 2018, the Economic Development Authority (EDA) adopted a resolution approving a Preliminary Development Agreement (PDA) with Centra Homes, LLC (City Council Resolution No. 2018-17) for the proposed development of land owned by the EDA for the creation of a final plat, construction of single family homes and associated public infrastructure improvements including utilities, new roads, and storm water ponding.

The EDA had previously received proposals to develop the property from three various firms. Centra Homes was selected as the preferred developer. Centra Homes had submitted two alternative development options for the EDA to consider. Option A provided for more lots, but on smaller lots which would require allowances from the City Code. Option B provided for slightly larger lots, but fewer homes. In both options the houses would be predominantly two-story, "move-up", for-sale homes valued between $315,000 and $350,000. Option A allowed Centra Homes to offer a higher purchase price to the EDA for the land. The EDA determined that because mid-priced, "move-up", owner-occupied homes represent a gap in Brooklyn Center's housing stock, Option A, which would allow for more units, was the preferred option.

This site proposes new public streets in the Firehouse neighborhood in an undeveloped area on lots owned by multiple parties. Camden Avenue N. and 5th Street N. will be extended to the north to a new 68th Lane N., which will connect to Aldrich Avenue N. Exhibit A includes a project narrative and plans.



Hennepin County GIS. Joe Hartmann. Retrieved June 7th, 2019.

As part of the application, a public hearing notice was published in the Brooklyn Center *Sun Post* and notices were mailed to owners of property within 350' of the site (Exhibit B). As of the date of this report, the City has not received any comments from the public about this proposal.

Site Data:

2040 Land Use Plan:	Low-Density Residential
Neighborhood:	*Firehouse*
Current Zoning:	R-1 (Single Family Residence)
Site Area:	*7.55 acres*

Surrounding Area:

Direction	2040 Land Use Plan	Zoning	Existing Land Use
North	High-Density Residential	R-4 Multi-Family Housing	Apartments
South	Low-Density Residential	R-1 (One Family Residence)	SF Detached
East	Right-of-Way	Right-of-Way (State Highway)	Major Highway
West	Low-Density Residential	R-1 (One Family Residence)	SF Detached

<u>Comprehensive Plan</u>

The 2040 Comprehensive Plan guides this property as Low Density Residential, which is defined as densities ranging from 3-5 dwelling units per acre. The proposed project has a density of 3.97 units per acre, which is consistent with the development pattern of the surrounding single family neighborhoods. The 2040 Comprehensive Plan also identifies the following Housing and Neighborhood Goals:

- Promote a diverse housing stock that provides safe, stable, and accessibly housing options to all of Brooklyn Center's residents.

- Recognize and identify ways to match Brooklyn Center's housing with the City's changing demographics.

The 2040 Comprehensive Plan identifies a growing number of young families in Brooklyn Center; however, the Plan also identifies a lack of diversity in the single-family housing stock, with limited move-up housing options as families grow. The 2040 Comprehensive Plan identifies a need for more diverse housing options which would allow families to stay in Brooklyn Center and find varying housing options as their housing needs change. The proposed project would provide a housing type that would fulfill a segment of this gap.

Zoning

The Applicant submitted site plans for review as part of their proposal, along with stormwater management, utility, grading, drainage, and elevation plans. Staff reviewed the plans that were submitted and have provided comments for this report, below.

Planned Unit Development

The site is currently zoned R1 (One Family Residence). The Applicant is requesting the property be rezoned to a Planned Unit Development (PUD). PUDs grant flexibility within the zoning code to allow for developments which would not be allowed under the existing regulations. PUDs are often used to achieve a higher quality development, or achieve other City goals, in exchange for zoning flexibility from the City Code.

The setbacks requested by the application are generally smaller than what is allowed by the code for R1-zoned properties. The PUD proposal is consistent with the 2040 Comprehensive Plan and would align with the City's strategic goal of Targeted Redevelopment by providing a type of mid-market housing that would fill a need in the community for "move-up" housing stock. The type of product proposed within this development would feature 3 and 4-bedroom units at a mid-market price point, with an average sale price of $332,000.

Site Design

Initially, four new multi-Level homes will front the existing 69th Ave on the north side of the project area. The reason for this design is to blend in better with neighboring homes. Twenty-six two-story slab-on-grade homes will be created for the interior of the site. Each floorplan will have multiple exterior elevations and several color packages to provide variety to the neighborhood and streetscape. The Applicant indicates that all homes will have exterior stone, vinyl siding, board and batten or shakes, and 30-year shingles. Homes will feature tuck-under garages in lieu of detached units. Both housing types have multiple floor plan options to accommodate varying market demands.

Godden/ Sudik Architects. Joe Hartmann. Retrieved June7th, 2019.

Setbacks

The Applicant maintains that the proposed setbacks and layout allows for the most efficient use of the site, and responds to the current market demands of home buyers. All setbacks in the proposal are measured from the right-of-way (ROW) which is approximately 15 feet from the curb. The chart below compares the current setback requirements with the requested standards for the proposed PUD.

	Current Standard	**Requested Flexibility**
Lot Area (Sq. Ft.) Two-Story	9,500 / unit (interior lot) 10,500 / unit (corner lot)	6,560 / unit (interior lot) 7,891 / unit (corner lot)
Lot Width (Ft.)	75 feet	50 feet Two-Story 65 feet Multi-Level
Setbacks (Ft.) Two-Story	Front: 35 feet (from ROW) Back: 25 feet Side: 10 feet (interior); 5 feet (garage); 25 feet (corner)	Front: 25 feet (from ROW) Back: 30 feet Side: 5 feet (interior); 15 feet (corner)
Setbacks (Ft.) Multi-Level	Front: 35 feet Back: 25 feet Side: 10 feet (interior); 5 feet (garage)	Front: 25 feet (from ROW) Back: 25 feet Side: 10 feet (house side); 5 feet (garage)

In R1 neighborhoods, the front setback is typically 35 feet and the rear setback is 25 feet. The Applicant proposes a 30-foot rear setback and a 25-foot front yard setback for the interior two-story properties. This would make the rear yards larger than the front yards.

Staff finds that the side and interior setback requirements are generally consistent with existing conditions for homes in other neighborhoods within Brooklyn Center. Generally, a 10-foot setback is

required for interior lots, but in R1 neighborhoods, a detached garage is permitted within as little as 5 feet from the property line if the structure meets certain requirements under the building code. The properties in the development will feature tuck-under garages, which would comply with the fire-rating requirements under the building code that would allow them to be built with the minimum 5-foot setback

The requested standard width and total lot area for the units in this subdivision proposal is generally smaller than what is allowed within an R1 zone for both interior and corner lots. Because the Applicant is requesting homes be built on lots where the properties would feature larger backyards, Staff anticipates that this would provide residents with some privacy, given the smaller lots and closer proximity between units in the subdivision. Overall, staff does not anticipate a significant negative impact of the proposed setbacks.

Architectural Materials
The City has no architectural standards for residential buildings, but has determined that designs proposed are consistent with other residential areas. The Applicant is proposing Covenants, Conditions, and Restrictions (CC&Rs), which would be recorded against each lot within the Subdivision. These CC&Rs outline certain uses, exterior materials, and procedures that homeowners will be required to abide by. An Architectural Control Committee will be established to help maintain the exterior features and presence of Eastbrook Estates 2nd Addition.

Access and Parking
Driveways will be roughly 40' (curb to garage door), allowing adequate space for two vehicles to park. Staff finds that this is design would fit the parking needs for most households with two vehicles, but notes that throughout the City, vehicle parking on the front lawn is a common code enforcement complaint due to the fact that many households in Brooklyn Center have more than 2 cars and utilize garages for storage.

According to Section 19-103.14.b, driveways and paved or graveled extensions thereof may not exceed 50% of the front yard or a yard area abutting a public street. Based on review of plans, some driveways on lots within the subdivision as proposed may already exceed 50% of the front yard. Staff recommends as a condition of approval for the proposal that all properties on the development maintain a standard that the driveway shall be no wider than the garage.

Landscaping
All green areas on a site will be sodded except in areas where viable turf exists and is totally undisturbed by construction. The burden will be on the developer to prove at the time of a site inspection that the groundcover has been properly maintained and restored.

The City does not have landscaping or tree removal standards for residential developments. The Applicant did submit a landscaping plan however as part of their application. Prior to construction, the Applicant will remove the trees currently on the development site. Upon completion of the homes, a planting schedule and landscaping plan submitted to the City indicates that 90 trees will be planted throughout the 30 single family parcels with a mix of overstory, coniferous, and ornamental varieties that Staff finds consistent with landscaping in other neighborhoods.

Engineering Review:
Andrew Hogg, Assistant City Engineer, reviewed plans and provided a comment memo, dated June 4th,

2019 (Exhibit C). All engineering comments must be addressed prior to the issuance of any permits for land disturbing activity.

The developer will enter into a public improvement agreement which will outline the requirements for public infrastructure for the project. The developer will construct, at their expense, all roadways, stormwater, sewer connections, fire hydrants, and other utilities such as electric, water and sewer connections per City standards. The public infrastructure will be turned over to the City upon successful completion of the project.

The proposed development provides two stormwater treatment features. There will be a treatment pond and an "iron infused" filtration basin. These stormwater treatment features will improve downstream stormwater quality by removing sediment and phosphorus. The outlot on the south side of the proposed subdivision would be utilized as a treatment pond that would be owned and maintained by the Homeowner's Association (HOA).

Fire Inspection/Building Review:
As a condition of the approval for the proposed PUD, all properties shall be required to install gutters on each side of the building facing the side property lines. According to MN Res. Code 403.1, "lots shall be graded to drain surface water away from foundation walls. The grade shall fall a minimum of 6 inches within the first 10 feet." Staff finds that this may be an issue with the different times of development on future lots, providing gutters on the sides of the building and discharging them to the front or rear will eliminate sloping problems and water build up in the easement.

The development of streets 68th Lane North, 5th Street North and Camden Ave North, shall have hydrants andutilities installed prior to any building permits being issued for construction of dwellings on lots located on said streets.

Conditions of Approval:
Staff recommends the following conditions be attached to any positive recommendation on the approval of Planning Commission Application No. 2019-008 for the Subject Property located at the aforementioned lots:

Anticipated Permitting

1. The Applicant shall apply for and receive a City Land Disturbance permit prior to commencing any grading or land clearance activities on the site.
2. The Applicant shall apply for and receive an NPDES permit from the MPCA.
3. The Applicant shall submit plans to the city for Shingle Creek Watershed District review.
4. The Applicant shall apply for and receive all applicable City building permits prior to commencing construction of any structures.
5. Other permits not listed may be required and is the responsibility of the developer to obtain and warrant.
6. Copies of all required permits must be provided to the City prior to issuance of applicable building and land disturbance permits.
7. A preconstruction conference must be scheduled and held with City staff and other entities designated by the City.

PUD / Site Improvement Review

8. All driveways within the development shall not exceed the width of the garage.
9. Any modifications to the submitted plans shall be reviewed by City staff with respect to applicable codes prior to the issuance of permits, and fire related building code items shall be reviewed and approved by the Fire Chief.
    a. Any significant changes or modifications made to this request can only be made by an amendment to the approved Planned Unit Development as approved by the City Council.
10. Agreements:
    a. The Applicant shall enter into a Purchase Agreement with the Economic Development Authority of Brooklyn Center prior to the execution of the Final Plat.
    b. The Applicant shall enter into a PUD agreement with the City of Brooklyn Center prior to the execution of the Final Plat.
    c. The Applicant shall enter into a Performance Agreement with supporting financial guarantee approved by the City shall be executed prior to the issuance of a Land Disturbance Permit for site improvements.
    d. The Applicant shall enter into a Construction Management Plan and Agreement, and a $5,000 escrow deposited, prior to the issuance of a Land Disturbance Permit.
    e. The Applicant shall enter into a Public Improvement Agreement prior to the issuance of a Land Disturbance Permit.
    f. The Applicant shall enter into a Utility Facilities Easement Agreement prior to the issuance of a Land Disturbance Permit.
    g. The Applicant shall enter into a Stormwater Easement and Maintenance Agreement prior to the City's acceptance of any public infrastructure improvements.

Engineering Review

11. The Applicant agrees to comply with all conditions or provisions noted in the City Engineer's Review memorandum, dated June 8, 2019 (Exhibit C).
    a. Final grading, drainage, utility, and erosion control plans and any other site engineering related issues are subject to review and approval by the City Engineer for City site and building plan approval and prior to the issuance of permits.

Fire Inspector/ Building Official Review

12. Gutters shall be required to be installed on each side of the building facing the side property lines to eliminate sloping problems and water build up in the easement.
13. The development of streets 68th Lane North, 5th Street North and Camden Ave North, shall have hydrants; utilities including electric, water & sewer; and curbing and 1st wear course of paving installed prior to the issuance of building permits for dwellings on lots located on said streets. Exceptions may be granted with approval from the Building Official and Fire Inspector for lots than can be sufficiently accessed for fire protection.
14. The Applicant shall work to ensure all applicable 2015 Minnesota Fire Code requirements have been met as part of any site plan approval.
15. The building plans are subject to review and approval by the Building Official with respect to applicable codes prior to the issuance of permits.
16. Final grading, drainage, utility and erosion control plans and any other site engineering elated issues are subject to review and approval by the City Engineer prior to the issuance of permits.

The aforementioned comments are provided based on the information submitted by the applicant at the time of this review. Other guarantees and site development conditions may be further prescribed throughout the project as warranted and determined by the City.

RECOMMENDATION

The findings of fact, based on the staff's review of the submitted plans support a recommendation for approval of the application. Based on the findings and the above-noted conditions of approval, staff recommends the following motion:

Motion to approve a Resolution recommending that the City Council approve Planning Commission Application 2019-008 for a Preliminary and Final Plat and Planned Unit Development for Eastbrook Estates 2nd Addition, based on the findings of fact and submitted plans as amended by the conditions of approval in the resolution.

Attachments

Exhibit A – Planning Commission Applications and Submitted Plans

Exhibit B- Public Hearing Notice, published by Brooklyn Center Sun Post, dated May 30, 2019

Exhibit C- Review Memorandum, prepared by Assistant City Engineer Andrew Hogg, dated June 8th, 2019

For Office Use Only	
Date Received:	
Date Application Complete:	
Letter of Completeness:	
PC App No.	

2019 Planning Commission Application

Applicant Information:

Name: Centra Homes LLC

Address: 11460 Robinson Dr NW Coon Rapids, MN 55433

Office Phone: 763-772-1000 Cell: 763-954-0942

Email: tate.baxter@centrahomes.com FAX:

Property Owner Information* (*if different from Applicant*):

Name: Economic Development Authority of Brooklyn Center

Property Owner Address: 6301 Shingle Creek Pkwy Brooklyn Center, MN 55430

Office Phone: Cell:

Email: FAX:

Project Information:

Provide a general description of your project and request(s): See narrative

Address/Location of Property: NA

Legal Description of Property: See separte page.

Application Type (Mark all that Apply)

☐	Comprehensive Plan Amendment	$1,050	☐	Appeal	$200
☐	Rezoning	$1,050	☐	Zoning Code Text Amendment	$500
☐	Special/Interim Use Permit	$250	☐	Special/Interim Use Permit Amendment	$150
☐	Site and Building Plan Review	$750	☐	Variance	$200
✔	Planned Unit Development	$1,800	☐	Planned Unit Development Amendment	$700
✔	Preliminary Plat	$400	☐	Final Plat	$200

IMPORTANT: All applications may be subject to additional fees for reimbursement of costs incurred by the City for filing, reviewing, and processing applications in the form of an escrow to the City.

Application Fee: $2,400 **Escrow Amount:** $3,000 **Receipt No:**

Legal Descriptions:

Outlot A Eastbrook Estates (.09 ac)

Outlot A Ditzler Addn (.85 ac)

Lot 2 Block 1 Swanco Terrace (.77 ac)

Lot 30 Auditor's Subd. No. 310 (1.89 ac)

Lot 27 Auditor's Subd. No. 310 (.82 ac)

E 75 Ft Of W 175 Ft Of That Part Of Lot 27 Lying N Of The S 112 Ft Also That Part Of Lots 24 25 26 And 27 Said Auditors Subdivision No 310 (Parial Metes & Bounds) (2.01 ac)

PIDs:

3611921210125

3611921210118

3611921210106

3611921120038

3611921120031

3611921120033

Acknowledgement and Signature:

The undersigned acknowledges that they understand that before a Planning Commission application can be deemed complete, all required fees and escrows must be paid to the City. By signing and submitting this application, the Applicant agrees to pay to the City of Brooklyn Center the actual costs incurred for expenses reasonably and necessarily required by the City for the review, filing, and processing of the application. Such costs will be in addition to the application fee described herein. Withdrawal of the application will not relieve the applicant of the obligation to pay costs incurred prior to withdrawal. Any administrative fees paid as part of the submission of this application are nonrefundable.

Property Owner Signature (Required)	Date
Applicant Signature (If different than Property Owner)	5/13/2019 Date

For Office Use Only	
Date Received:	
Date Application Complete:	
Letter of Completeness:	
PC App No.	

2019 Planning Commission Application

Applicant Information:

Name: Centra Homes LLC

Address: 11460 Robinson Dr NW Coon Rapids, MN 55433

Office Phone: 763-772-1000 Cell: 763-954-0942

Email: tate.baxter@centrahomes.com FAX:

Property Owner Information* (*if different from Applicant*):

Name: Walter Wenholz

Property Owner Address: 501 69th Ave N Brooklyn Center, MN 55430

Office Phone: 763-561-1598 Cell:

Email: swwenholz@gmail.com FAX:

Project Information:

Provide a general description of your project and request(s):

Address/Location of Property: 501 69th Ave N Brooklyn Center, MN 55430

Legal Description of Property: Lot 028 Auditor's Subd. No. 310

Application Type (Mark all that Apply)

☐	Comprehensive Plan Amendment	$1,050	☐	Appeal	$200
☐	Rezoning	$1,050	☐	Zoning Code Text Amendment	$500
☐	Special/Interim Use Permit	$250	☐	Special/Interim Use Permit Amendment	$150
☐	Site and Building Plan Review	$750	☐	Variance	$200
☒	Planned Unit Development	$1,800	☐	Planned Unit Development Amendment	$700
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Walt Wenk — 5-8-19

Property Owner Signature (Required) — Date

5/13/2019

Applicant Signature (If different than Property Owner) — Date

For Office Use Only	
Date Received:	
Date Application Complete:	
Letter of Completeness:	
PC App No.	

2019 Planning Commission Application

Applicant Information:

Name: Centra Homes LLC

Address: 11460 Robinson Dr NW Coon Rapids, MN 55433

Office Phone: 763-772-1000 Cell: 763-954-0942

Email: tate.baxter@centrahomes.com FAX:

Property Owner Information* (*if different from Applicant*):

Name: Outreach Six Acres Inc

Property Owner Address: 1555 118th Ln NW Coon Rapids, MN 55448

Office Phone: 763-567-8951 Cell:

Email: jasont@maytinc.com FAX:

Project Information:

Provide a general description of your project and request(s):

Address/Location of Property: 507 69th Ave N Brooklyn Center, MN 55430

Legal Description of Property: Lot 029 Auditor's Subd. No. 310

Application Type (Mark all that Apply)

☐	Comprehensive Plan Amendment	$1,050	☐	Appeal	$200
☐	Rezoning	$1,050	☐	Zoning Code Text Amendment	$500
☐	Special/Interim Use Permit	$250	☐	Special/Interim Use Permit Amendment	$150
☐	Site and Building Plan Review	$750	☐	Variance	$200
☒	Planned Unit Development	$1,800	☐	Planned Unit Development Amendment	$700
☒	Preliminary Plat	$400	☐	Final Plat	$200

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Application Fee: $_____ Escrow Amount: $_____ Receipt No: _____

Acknowledgement and Signature:

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Property Owner Signature (Required)	5/7/19 Date
Applicant Signature (If different than Property Owner)	5/13/2019 Date

BROOKLYN CENTER
AT THE CENTER

For Office Use Only	
Date Received:	
Date Application Complete:	
Letter of Completeness:	
PC App No.	

2019 Planning Commission Application

Applicant Information:

Name: Centra Homes LLC

Address: 11460 Robinson Dr NW Coon Rapids, MN 55433

Office Phone: 763-772-1000 Cell: 763-954-0942

Email: tate.baxter@centrahomes.com FAX:

Property Owner Information* (*if different from Applicant*):

Name: T-Mark Properties LLC

Property Owner Address: 9641 Garfield Ave S #201828 Bloomington, MN 55420

Office Phone: 612-845-3723 Cell:

Email: rishoff@gmail.com FAX:

Project Information:

Provide a general description of your project and request(s):

Address/Location of Property: 718 and 712 68th Lane N Brooklyn Center, MN 55430

Legal Description of Property: Lot 2-3 Block 1 Eastbrook Estates

Application Type (Mark all that Apply)

	Comprehensive Plan Amendment	$1,050		Appeal	$200
	Rezoning	$1,050		Zoning Code Text Amendment	$500
	Special/Interim Use Permit	$250		Special/Interim Use Permit Amendment	$150
	Site and Building Plan Review	$750		Variance	$200
X	Planned Unit Development	$1,800		Planned Unit Development Amendment	$700
X	Preliminary Plat	$400		Final Plat	$200

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Application Fee: $_____ Escrow Amount: $_____ Receipt No: _____

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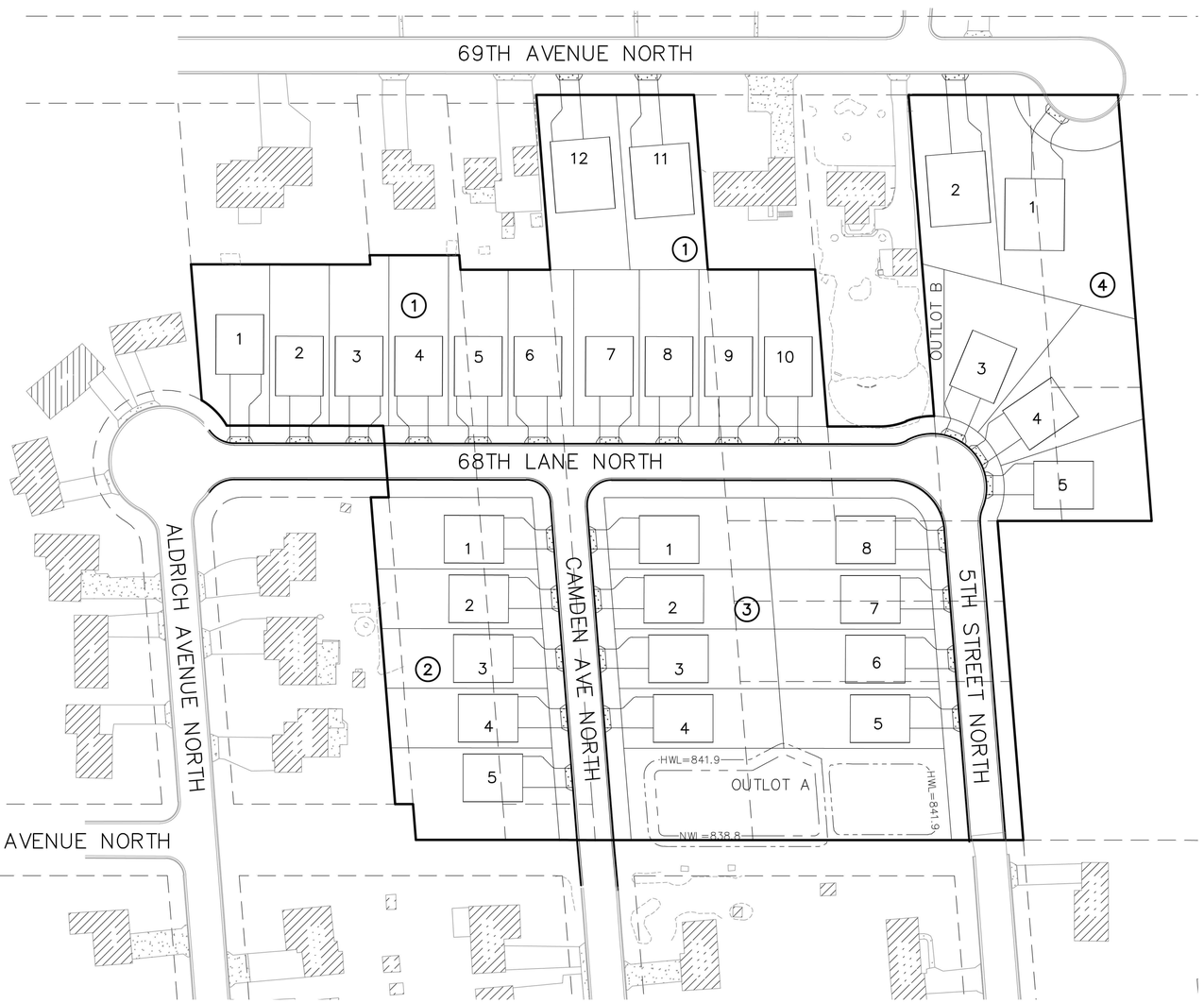
T Mart Properties LLC

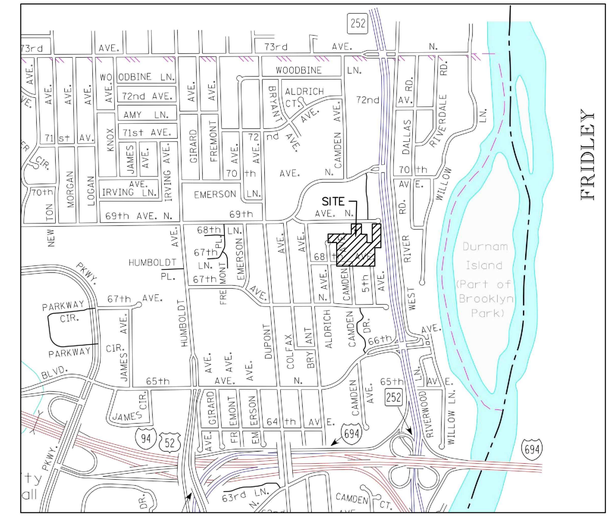
Mark C Rolf President

Property Owner Signature (Required) — Date: 5-7-18

Applicant Signature (If different than Property Owner) — Date: 5/13/2019

EASTBROOK ESTATES 2ND ADDITION
PRELIMINARY PLAT
BROOKLYN CENTER, MINNESOTA





LOCATION MAP

N

0 30 60 120

GRAPHIC SCALE IN FEET

SHEET INDEX

0.1 COVER SHEET
0.2 LEGEND
1.1 EXISTING CONDITIONS
1.2 PRELIMINARY PLAT
2.1 PRELIMINARY SITE PLAN
3.1 PRELIMINARY GRADING PLAN
3.2 PRELIMINARY EROSION CONTROL PLAN
3.3-3.4 PRELIMINARY GRADING DETAILS
4.1 PRELIMINARY SANITARY SEWER & WATERMAIN PLAN
5.1 PRELIMINARY STORM SEWER PLAN
6.1 PRELIMINARY STREET PROFILES

L1. PRELIMINARY LANDSCAPE PLAN

PROPOSED NEW IMPERVIOUS (ACRES)

BUILDINGS	=1.469
DRIVEWAYS	=0.624
STREETS	=0.928
TOTAL	=3.021

811 Know what's below Call before you dig.

BENCH MARK
TNH SW QUAD OF ALDRICH AVE. N. & 68TH AVE. N.
ELEVATION = 848.16

00-ENG-118389-SHEET-COVER

PIONEER engineering
CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS
2422 Enterprise Drive
Mendota Heights, MN 55120
(651) 681-1914
Fax: 681-9488
www.pioneereng.com

I hereby certify that this plan 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

Name John M. Molinaro
Reg. No. 45831 Date 5-13-19

Revisions

Date	5-13-19
Designed	JMM
Drawn	JMM/MSN

COVER SHEET

CENTRA HOMES
11460 ROBINSON DRIVE NW
COON RAPIDS, MINNESOTA 55433

EASTBROOK ESTATES 2ND ADDITION
BROOKLYN CENTER, MINNESOTA

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LEGEND

UTILITY LINES

EXISTING	PROPOSED	FUTURE	DESCRIPTION
			SANITARY MANHOLE
			SANITARY SEWER (SANITARY & WATERMAIN PLANS)
			SANITARY SEWER (STORM SEWER PLANS)
FM	FM	FM	FORCE MAIN
			HYDRANT
			GATE VALVE
			REDUCER
			CURB STOP
			WATERMAIN (SANITARY & WATERMAIN PLANS)
			WATERMAIN (STORM SEWER PLANS)
			CATCH BASIN
			BEEHIVE
			STORM MANHOLE
			FLARED END SECTION
			CONTROL STRUCTURE
			STORM SEWER (SANITARY & WATERMAIN PLANS)
			STORM SEWER (STORM SEWER PLANS)
			CULVERT
	PERF PERF	PERF PERF	PERFORATED DRAINTILE
	DT DT	DT DT	SOLID DRAINTILE SERVICE
			CASING
e e	e e	e e	UNDERGROUND ELECTRIC LINE
fo fo	fo fo	fo fo	UNDERGROUND FIBER OPTIC LINE
g g	g g	g g	UNDERGROUND GAS PIPELINE
petro	petro	petro	UNDERGROUND PETROLEUM PIPELINE
t t	t t	t t	UNDERGROUND TELEPHONE LINES
tv tv	tv tv	tv tv	UNDERGROUND TELEVISION LINE
oh oh	oh oh	oh oh	OVERHEAD UTILITY LINES

SITE LINES

EXISTING	PROPOSED	FUTURE	DESCRIPTION
			SURMOUNTABLE CURB & GUTTER
			B-STYLE CURB & GUTTER
			RIBBON CURB & GUTTER
			EDGE OF BITUMINOUS
			YELLOW PAVEMENT STRIPING (SINGLE/DOUBLE)
			WHITE PAVEMENT STRIPING (SINGLE/DOUBLE)
			PHASE LINE
			CENTERLINE
902	902	902	2' CONTOUR LINE
900	900	900	10' CONTOUR LINE
	OUTLET=987.0	OUTLET=987.0	BASIN OUTLET LINE
	HWL=900.2	HWL=900.2	BASIN HIGH WATER LINE
	84.3 x		PROPOSED SPOT ELEVATION
			EMERGENCY OVERFLOW
			DRAINAGE FLOW ARROW
			DELINEATED / PROPOSED WETLAND LINE
BUFFER	BUFFER	BUFFER	WETLAND BUFFER
			TREE LINE
FEMA	FEMA	FEMA	FEMA FLOODPLAIN BOUNDARY
			RETAINING WALL
x x	x x	x x	FENCE (BARBED WIRE)
# #	# #	# #	FENCE (CHAIN LINK)
[] []	[] []	[] []	FENCE (WOOD)
	C		CONSERVATION AREA SIGN
	W		WETLAND BUFFER SIGN
			TYPE III BARRICADE
			LIGHT POLE
			STREET SIGNS
			PEDESTRIAN RAMP

SURVEY LINES

EXISTING	PROPOSED	FUTURE	DESCRIPTION
			BOUNDARY
			RIGHT OF WAY
			LOT LINE
			EASEMENT
			SET BACK LINE
			SECTION LINE
			RESTRICTED ACCESS

HATCH PATTERNS

	GRAVEL SURFACE		WETLAND
	BITUMINOUS SURFACE		WETLAND UPLAND BUFFER
	CONCRETE SURFACE		WETLAND MITIGATION
	RIP RAP		PERMANENT TURF RESTORATION
	SELECT BACKFILL MATERIAL		PERMANENT WET BASIN SEEDING
	EROSION CONTROL BLANKET MNDOT CATEGORY PER PLAN		UPLAND/NATURAL AREA SEEDING

TOPOGRAPHIC SYMBOLS

- CATCH BASIN
- CATCH BASIN BEEHIVE
- FLARED END SECTION
- GATE VALVE
- HYDRANT
- WATER SERVICE
- WATER WELL
- MONITORING WELL
- CLEANOUT
- HAND HOLE
- MANHOLE OTHER THAN SANITARY OR STORM
- SANITARY OR STORM MANHOLE
- LAWN SPRINKLER VALVE
- LAWN SPRINKLER HEAD
- UTILITY POLE
- TRANSFORMER BOX
- FIBER OPTIC BOX
- ELECTRIC BOX
- NATURAL GAS METER
- LIGHT POLE
- SEMAPHORE
- TELEPHONE BOX
- CABLE BOX
- CAST IRON MONUMENT
- FOUND IRON PIPE
- JUDICIAL LAND MARK
- PK NAIL
- CONTROL POINT
- SPIKE
- FLAG POLE
- TEST HOLE
- MAILBOX
- SIGN
- BOLLARD
- CONSERVATION POST
- DECIDUOUS TREE
- CONIFEROUS TREE
- SHRUB / BUSH

EROSION & SEDIMENT CONTROL

- STANDARD EROSION CONTROL
- HEAVY-DUTY EROSION CONTROL
- SECONDARY EROSION CONTROL FENCE
- EROSION CONTROL AT BACK OF CURB
- TREE FENCE
- TEMPORARY DIVERSION DITCH
- CATCH BASIN INLET PROTECTION
- STRAW BIO ROLLS
- ROCK BERM
- SUMPED RIP RAP PERMANENT ENERGY DISSIPATER
- DISCHARGE LOCATION
- GRAVEL CONSTRUCTION ENTRANCE
- TEMPORARY OUTLET FLOATING SKIMMER
- BASIN ACCESS 8% SLOPE MAX.
- STABILIZED EMERGENCY OVERFLOW
- STEEP SLOPE 3:1 (H:V) (33.3%) OR STEEPER GRADE

CURB LEGEND

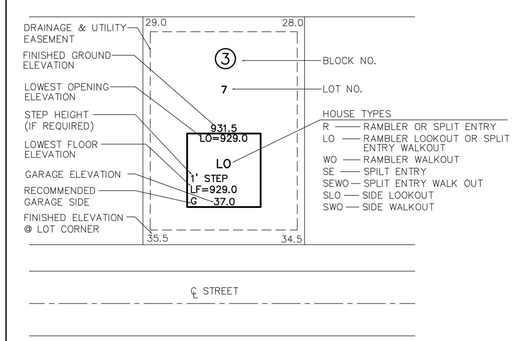
- 08.15 / 4+46.57 = GUTTER LINE ELEVATION FOR SURMOUNTABLE CURB
- 08.15 T.O. / 4+46.57 = GUTTER LINE ELEVATION FOR SURMOUNTABLE CURB (TIP OUT GUTTER)
- 08.32 / 4+46.57 = GUTTER LINE ELEVATION FOR B618 CURB
- 08.32 T.O. / 4+46.57 = GUTTER LINE ELEVATION FOR B618 CURB (TIP OUT GUTTER)
- 07.82 / 4+46.57 = BITUMINOUS ELEVATION

ABBREVIATIONS

A	ALGEBRAIC DIFFERENCE
B-B	BACK TO BACK
BV	BUTTERFLY VALVE
BOC	BACK OF CURB
BFE	BASE FLOOD ELEVATION
BMP	BEST MANAGEMENT PRACTICE
℄	CENTER LINE
CB	CATCHBASIN
CBMH	CATCHBASIN MANHOLE
CMP	CORRUGATED METAL PIPE
CO	CLEAN OUT
CS	CURB STOP
DIP	DUCTILE IRON PIPE
DT	DRAINTILE
EL/ELEV	ELEVATION
EX	EXISTING
FES	FLARED END SECTION
F-F	FACE TO FACE
FM	FORCEMAIN
GB	GRADE BREAK
GND	GROUND
GV	GATE VALVE
HP	HIGH POINT
HYD	HYDRANT
HWL	HIGH WATER LEVEL
INV	INVERT
K	CURVE COEFFICIENT
L	LENGTH
LF	LOWEST FLOOR
LO	LOOKOUT
LO	LOWEST OPENING
LP	LIQUID PETROLEUM
LP	LOW POINT
MH	MANHOLE
PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PI	POINT OF INTERSECTION
⅊	PROPERTY LINE
PRC	POINT OF REVERSE CURVATURE
PVT	POINT OF TANGENCY
PVC	POINT OF VERTICAL CURVATURE
PVC	POLYVINYL CHLORIDE PIPE
PVI	POINT OF VERTICAL INTERSECTION
R	RADIUS
R	RAMBLER
RCP	REINFORCED CONCRETE PIPE
ROW	RIGHT OF WAY
SSWR	SANITARY SEWER
STA	STATION
STRM	STORM SEWER
SWPPP	STORM WATER POLLUTION PROTECTION PLAN
TNH	TOP NUT HYDRANT
TYP	TYPICAL
WM	WATER MAIN
WO	WALKOUT

LOT INFORMATION

(TYPICAL SECTION NOT TO SCALE)



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I hereby certify that this plan 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

Name John M. Molinaro
Reg. No. 45831 Date 5-13-19

Revisions

Date	5-13-19
Designed	JMM
Drawn	JMM/MSN

LEGEND

CENTRA HOMES
11460 ROBINSON DRIVE NW
COON RAPIDS, MINNESOTA 55433

EASTBROOK ESTATES 2ND ADDITION
BROOKLYN CENTER, MINNESOTA

00-ENG-118389-SHEET-LGND

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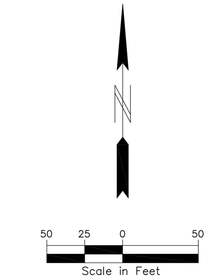

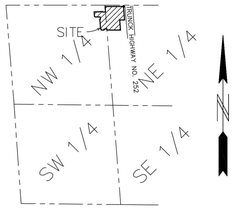

SECTION 36, TWP. 119, RGE. 21

LOCATION MAP

NO SCALE

Legal Description per title commitments:

Parcel 1: Lot 2, Block 1 Swanco Terrace, Hennepin County, Minnesota.

Parcel 2: Outlot A, Eastbrook Estates, Hennepin County, Minnesota.

Parcel 3: Outlot A, Ditzler Addition, Hennepin County, Minnesota.

Parcel 4: Lot 30, Auditor's Subdivision Number 310, Hennepin County, Minnesota.

Parcel 5:
Tract A: That part of Lot 24, Auditor's Subdivision Number 310, shown as Parcel 17 on Minnesota Department of Transportation Right of Way No. 27-20 as the same is on file and of record in the office of the County Recorder in and for Hennepin County, Minnesota;

Tract B: Lots 25, 26 and the south 112 feet of Lot 27, Auditor's Subdivision Number 310, Minnesota; which lies westerly of the following described Line 1:

Commencing at Right of Way Boundary Corner B35 as shown on said Plat No. 27-20; thence westerly on an azimuth on 269 degrees 35 minutes 20 seconds along the boundary of said plat for 195.49 feet to the point of beginning of Line 1 to be described; thence on an azimuth of 345 degrees 58 minutes 30 seconds for 268.52 feet; thence on an azimuth 89 degrees 35 minutes 20 seconds for 129.14 feet; thence on an azimuth of 355 degrees 02 minutes 49 seconds for 112.35 feet to the Right of Way Boundary Corner B40 as shown on said Plat No. 27-20 and there terminating.

Tract C: That part of Lot 27, Auditor's Subdivision Number 310, Hennepin County, Minnesota, described as follows: Beginning at a point on the North line of said Lot 27 distant 257.13 feet West from the Northeast corner thereof; thence continuing west along said North line a distance of 75 feet; thence South 246.5 feet to a point which is distant 332.61 feet West from point in the East line of Lot 27 distant 246.48 feet South from Northeast corner thereof; thence Easterly along the last described line a distance of 75 feet; thence Northerly 246.5 feet to the point of beginning.

Parcel 6: The westerly 100 feet of Lot 27, Auditor's Subdivision Number 310, Hennepin County, Minnesota.

Together with:

Lot 2, Block 1, Eastbrook Estates, Hennepin County, Minnesota. Lot 3, Block 1, Eastbrook Estates, Hennepin County, Minnesota.

Together with:

Lot 28, Auditor's Subdivision No. 310, Hennepin County, Minnesota.

Together with:

Lot 29, Auditor's Subdivision No. 310, Hennepin County, Minnesota.

LEGEND

- Denotes concrete
- Denotes gravel
- Denotes bituminous
- Denotes tree line
- Denotes storm sewer line
- Denotes sanitary sewer line
- Denotes water line
- Denotes overhead utility lines
- Denotes underground television line
- Denotes underground telephone line
- Denotes underground fiber optic line
- Denotes underground electric line
- Denotes underground gas line
- Denotes fence (barbed wire)
- Denotes fence (chain link)
- Denotes fence (wood)
- Denotes catch basin beehive
- Denotes catch basin
- Denotes gate valve
- Denotes hydrant
- Denotes service
- Denotes water well
- Denotes manhole other than sanitary or storm
- Denotes sanitary or storm manhole
- Denotes utility pole
- Denotes transformer box
- Denotes fiber optic box
- Denotes electric box
- Denotes telephone box
- Denotes television box
- Denotes found iron pipe
- Denotes mailbox
- Denotes sign
- Denotes retaining wall
- Denotes deciduous tree
- Denotes coniferous tree

BENCH MARK

TNH SW QUAD OF ALDRICH AVE. N. & 68TH AVE. N.
ELEVATION = 848.16

EX-SURV-118389-BASE.DWG

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I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Surveyor under the laws of the State of Minnesota

Name Peter J. Hawkinson
Reg. No. 42299 Date 12-05-2018

Revisions

Date	5-13-19
Designed	JMM
Drawn	JMM/MSN

EXISTING CONDITIONS

CENTRA HOMES
11460 ROBINSON DRIVE NW
COON RAPIDS, MINNESOTA 55433

EASTBROOK ESTATES 2ND ADDITION
BROOKLYN CENTER, MINNESOTA

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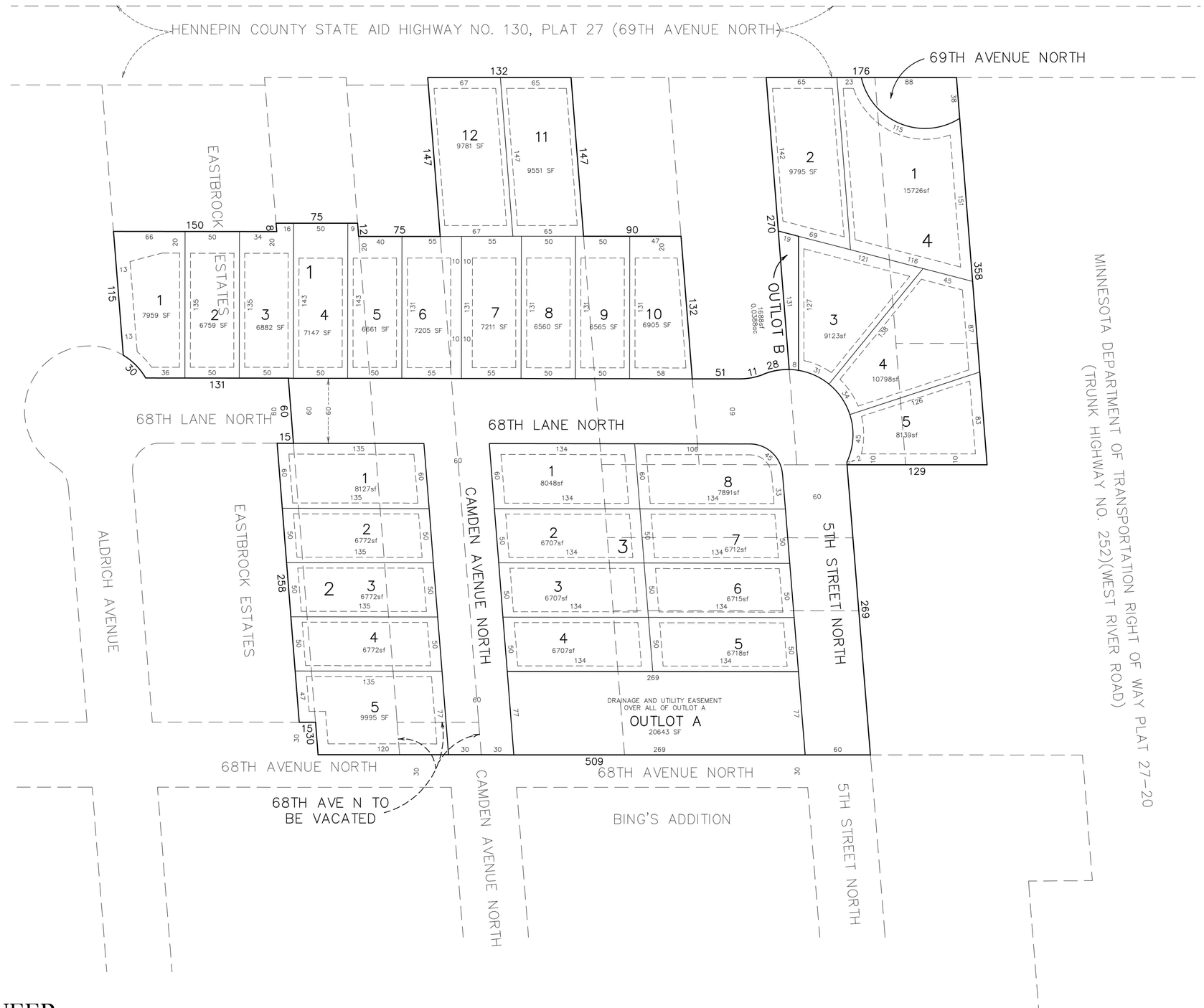
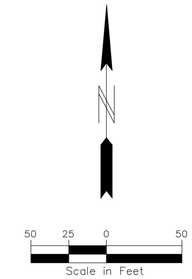
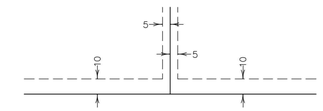
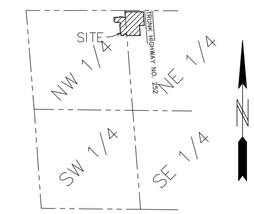




DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



being 5 feet in width, and adjoining lot lines unless otherwise indicated, and 10 feet in width and adjoining street lines and rear lot lines unless otherwise indicated on the plat.



SECTION 36, TWP. 119, RGE. 21

LOCATION MAP

NO SCALE

PROPOSED LEGAL DESCRIPTION FOR PRELIMINARY PLAT PURPOSES ONLY

Parcel 1: Lot 2, Block 1 Swanco Terrace, Hennepin County, Minnesota.

Together with:

That part of vacated 68th Ave N accruing thereto.

Parcel 2: Outlot A, Eastbrook Estates, Hennepin County, Minnesota.

Parcel 3: Outlot A, Ditzler Addition, Hennepin County, Minnesota.

Parcel 4: Lot 30, Auditor's Subdivision Number 310, Hennepin County, Minnesota.

Parcel 5:
Tract A: That part of Lot 24, Auditor's Subdivision Number 310, shown as Parcel 17 on Minnesota Department of Transportation Right of Way No. 27–20 as the same is on file and of record in the office of the County Recorder in and for Hennepin County, Minnesota;

Tract B: Lots 25, 26 and the south 112 feet of Lot 27, Auditor's Subdivision Number 310, Minnesota; which lies westerly of the following described Line 1:

Commencing at Right of Way Boundary Corner B35 as shown on said Plat No. 27–20; thence westerly on an azimuth on 269 degrees 35 minutes 20 seconds along the boundary of said plat for 195.49 feet to the point of beginning of Line 1 to be described; thence on an azimuth of 345 degrees 58 minutes 30 seconds for 268.52 feet; thence on an azimuth 89 degrees 35 minutes 20 seconds for 129.14 feet; thence on an azimuth of 355 degrees 02 minutes 49 seconds for 112.35 feet to the Right of Way Boundary Corner B40 as shown on said Plat No. 27–20 and there terminating.

Tract C: That part of Lot 27, Auditor's Subdivision Number 310, Hennepin County, Minnesota, described as follows: Beginning at a point on the North line of said Lot 27 distant 257.13 feet West from the Northeast corner thereof; thence continuing west along said North line a distance of 75 feet; thence South 246.5 feet to a point which is distant 332.61 feet West from point in the East line of Lot 27 distant 246.48 feet South from Northeast corner thereof; thence Easterly along the last described line a distance of 75 feet; thence Northerly 246.5 feet to the point of beginning.

Parcel 6: The westerly 100 feet of Lot 27, Auditor's Subdivision Number 310, Hennepin County, Minnesota.

Together with:

Lot 2, Block 1, Eastbrook Estates, Hennepin County, Minnesota. Lot 3, Block 1, Eastbrook Estates, Hennepin County, Minnesota.

Together with:

That part of Lot 28, AUDITORS SUBDIVISION NO. 310, according to the recorded plat thereof, Hennepin County, Minnesota lying south of the following described line:

Commencing at the northwest corner of said Lot 28; thence on an assumed bearing of South 04 degrees 31 minutes 12 seconds East, along the west line of said Lot 28, a distance of 278.75 feet to the point of beginning; thence South 89 degrees 55 minutes 14 seconds East, a distance of 43.65 feet; thence northeasterly, a distance of 22.83 feet, along a tangential curve, concave to the northwest, having a radius of 60.00 feet and a central angle of 21 degrees 47 minutes 59 seconds; thence northeasterly, a distance of 24.03 feet, along a reverse curve, concave to the southeast, having a radius of 60.00 feet and a central angle of 22 degrees 56 minutes 44 seconds east to the East line of said Lot 28 and there terminating.

Together with:

That part of Lot 29, AUDITORS SUBDIVISION NO. 310 according to the recorded plat thereof, Hennepin County, Minnesota lying south of the following described line:

Commencing at the northwest corner of said Lot 29; thence on an assumed bearing of South 04 degrees 31 minutes 12 seconds East, along the west line of said Lot 29, a distance of 146.94 feet to the point of beginning; thence North 89 degrees 58 minutes 16 seconds East, a distance of 89.89 feet to the east line of said Lot 29 and there terminating.

TOTAL GROSS AREA	7.55	ACRES
NUMBER OF LOTS	30	
TOTAL LOT AREA	5.45	ACRES
NUMBER OF OUTLOTS	2	
TOTAL OUTLOT AREA	0.51	ACRES
TOTAL RIGHT OF WAY AREA	1.59	ACRES
GROSS DENSITY	3.97	LOTS/ACRE
NET DENSITY	3.97	LOTS/ACRE

00-SURV-118389-BASE.DWG

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www.pioneereng.com

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Surveyor under the laws of the State of Minnesota

Name Peter J. Hawkinson
Reg. No. 42299 Date 05/01/2019

Revisions

Date	5-13-19
Designed	JMM
Drawn	NJK

PRELIMINARY PLAT

CENTRA HOMES
11460 ROBINSON DRIVE NW
COON RAPIDS, MINNESOTA 55433

EASTBROOK ESTATES 2ND ADDITION
BROOKLYN CENTER, MINNESOTA

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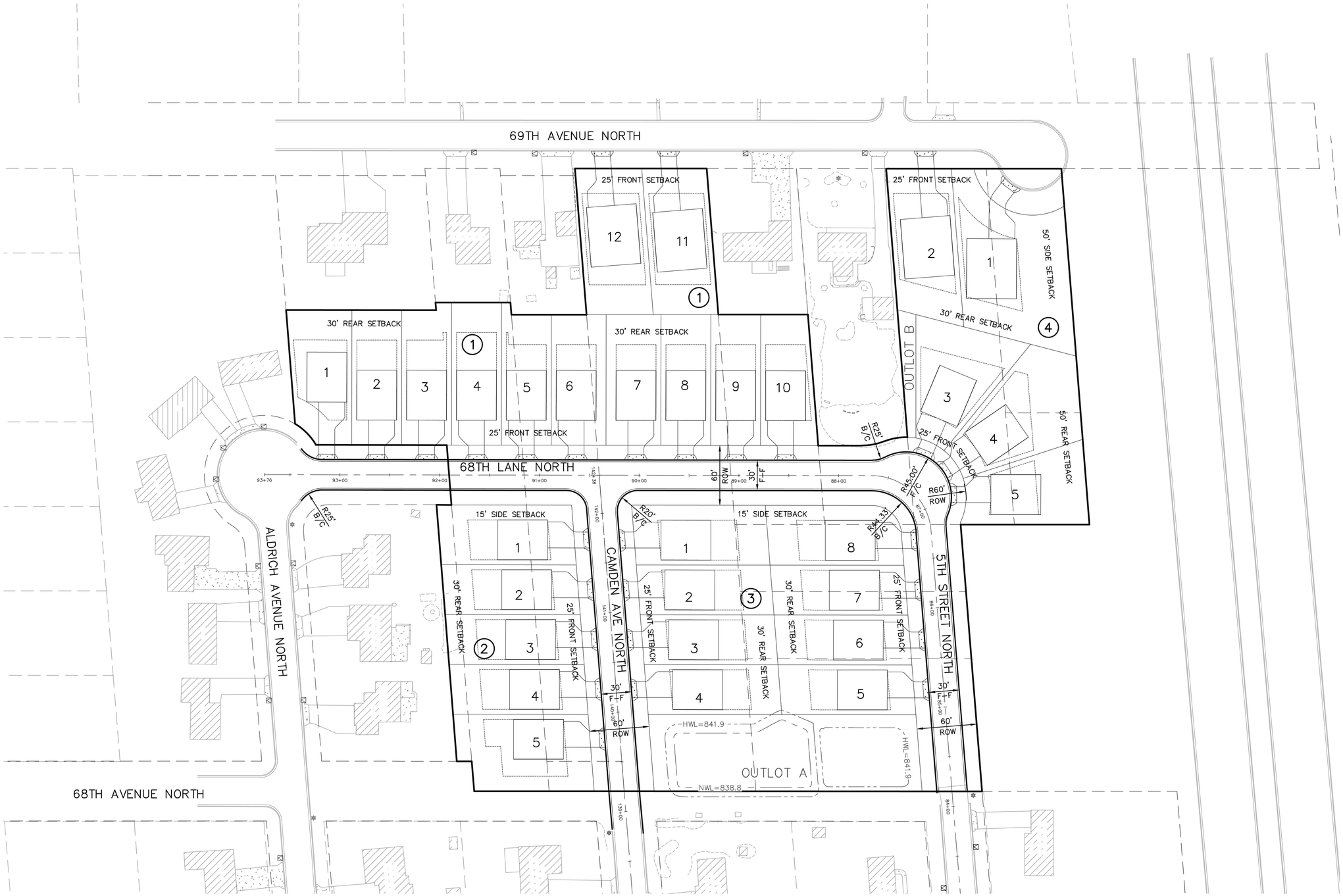

PROPOSED LOT SETBACKS:

FRONT:	25'
REAR:	30'
SIDE:	5'
SIDE STREET:	15'
TRUNK HIGHWAY 252:	50'

LO = EOF + 1.5'
LF = HWL + 2'

0 25 50 100
GRAPHIC SCALE IN FEET

BENCH MARK
TNH SW QUAD OF ALDRICH AVE. N. & 68TH AVE. N.
ELEVATION = 848.16

00-ENG-118389-SHEET-SITE

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Name John M. Molinaro
Reg. No. 45831 Date 5-13-19

Revisions

Date	5-13-19
Designed	JMM
Drawn	JMM/MSN

PRELIMINARY SITE PLAN

CENTRA HOMES
11460 ROBINSON DRIVE NW
COON RAPIDS, MINNESOTA 55433

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BROOKLYN CENTER, MINNESOTA

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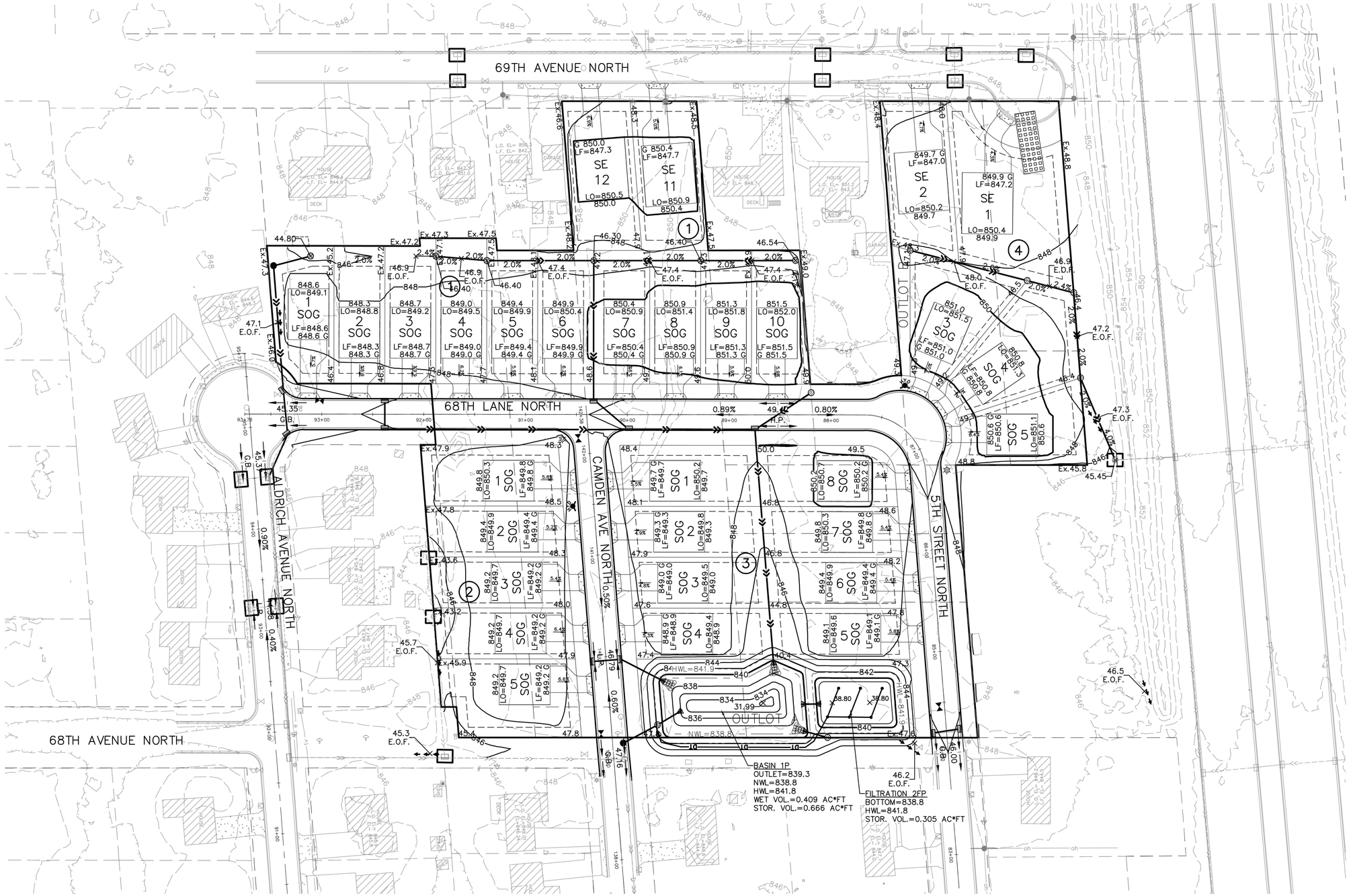

PROPOSED LOT SETBACKS:

FRONT:	25'
REAR:	30'
SIDE:	5'
SIDE STREET:	15'
TRUNK HIGHWAY 252:	50'

LO = EOF + 1.5'
LF = HWL + 2'

LEGEND

- ROCK CONSTRUCTION ENTRANCE INSTALL BEFORE START OF GRADING
- PERIMETER EROSION CONTROL FENCE. INSTALL BEFORE START OF GRADING
- FILTRATION AREA
- CATCH BASIN INLET PROTECTION TO BE INSTALLED PRIOR TO START OF GRADING.
- CATCH BASIN INLET PROTECTION TO BE INSTALLED PRIOR TO START OF GRADING.

N

0 25 50 100
GRAPHIC SCALE IN FEET

BENCH MARK
TNH SW QUAD OF ALDRICH AVE. N. & 68TH AVE. N.
ELEVATION = 848.16

00-ENG-118389-SHEET-GRAD

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Name John M. Molinaro
Reg. No. 45831 Date 5-13-19

Revisions

Date	5-13-19
Designed	JMM
Drawn	JMM/MSN

PRELIMINARY GRADING PLAN

CENTRA HOMES
11460 ROBINSON DRIVE NW
COON RAPIDS, MINNESOTA 55433

EASTBROOK ESTATES 2ND ADDITION
BROOKLYN CENTER, MINNESOTA

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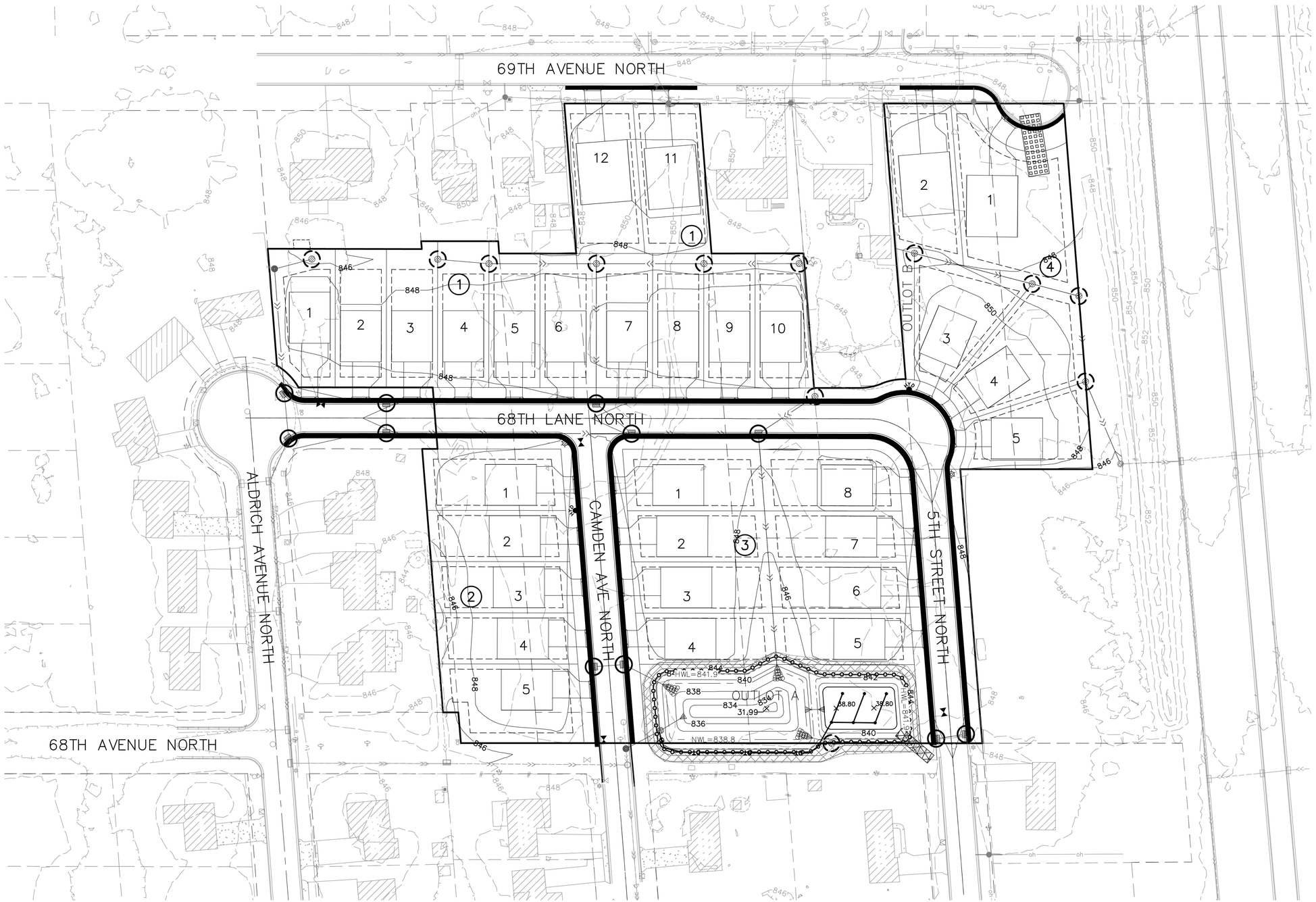

LEGEND

- ROCK CONSTRUCTION ENTRANCE INSTALL BEFORE START OF GRADING
- PERIMETER EROSION CONTROL FENCE. INSTALL BEFORE START OF GRADING
- SECONDARY EROSION CONTROL FENCE. TO BE INSTALLED 48 HOURS AFTER COMPLETION OF GRADING.
- 2' SOD OR EROSION CONTROL FENCE AT BACK OF CURB. TO BE INSTALLED AFTER COMPLETION OF SIDEWALK CONSTRUCTION.
- SUMPED RIP RAP PERMANENT ENERGY DISSIPATER, INSTALL WITHIN 24 HOURS AFTER CONNECTION TO A SURFACE WATER.
- CATCH BASIN INLET PROTECTION TO BE INSTALLED AFTER 1ST LIFT OF BITUMINOUS.
- CATCH BASIN INLET PROTECTION TO BE INSTALLED WITH CATCH BASIN GRATE.
- STABILIZED EMERGENCY OVERFLOW
- MNDOT CAT 3 EROSION CONTROL BLANKET. INSTALL WITHIN 7 DAYS OF GRADING COMPLETION
- FILTRATION AREA

N

0 25 50 100

GRAPHIC SCALE IN FEET

BENCH MARK
TNH SW QUAD OF ALDRICH AVE. N. & 68TH AVE. N.
ELEVATION = 848.16

00-ENG-118389-SHEET-EROS

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Name John M. Molinaro
Reg. No. 45831 Date 5-13-19

Revisions

Date	5-13-19
Designed	JMM
Drawn	JMM/MSN

PRELIMINARY EROSION CONTROL PLAN

CENTRA HOMES
11460 ROBINSON DRIVE NW
COON RAPIDS, MINNESOTA 55433

EASTBROOK ESTATES 2ND ADDITION
BROOKLYN CENTER, MINNESOTA

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GRADING SEQUENCE

1. INSTALL ROCK CONSTRUCTION ENTRANCE
2. INSTALL PERIMETER SEDIMENT CONTROL DEVICES (SILT FENCE).
3. STRIP TOPSOIL, STOCKPILE AND STABILIZE IN BERM FOR FUTURE SPREADING.
4. DIG TEMPORARY SEDIMENT BASIN, BASIN TO BE 1800 CF/ACRE OF AREA STRIPPED. CLEAN TEMP BASIN ONCE 50% FULL.
5. ALL SOILS WILL BE COMPACTED PER SPECIFICATIONS.
6. MAINTAIN DRAINAGE DURING GRADING OPERATION TO TEMPORARY SEDIMENT BASIN.
7. COMPLETE SITE GRADING PER PLAN.
8. RESPREAD TOPSOIL MAINTAIN A MINIMUM OF 4" DEPTH.
9. MAINTAIN DRAINAGE TO TEMP SEDIMENT BASIN UNTIL NEXT PHASE BEGINS.
10. STABILIZE DENUDED AREAS AND STOCKPILES WITHIN TIME FRAME LISTED IN EROSION PREVENTION PRACTICES

GENERAL NOTES

1. THE STORM WATER POLLUTION PREVENTION MANAGER SHALL BE A PERSON TRAINED, KNOWLEDGEABLE AND EXPERIENCED IN THE APPLICATION OF EROSION PREVENTION AND SEDIMENT CONTROL BMPS WHO WILL OVER SEE THE IMPLEMENTATION OF THE SWPPP AND THE INSTALLATION, INSPECTION AND MAINTENANCE OF THE EROSION PREVENTION AND SEDIMENT CONTROL BMPS BEFORE AND DURING CONSTRUCTION.
2. CONTRACTOR TO ADHERE TO ALL REQUIREMENTS OF THE MINNESOTA POLLUTION CONTROL AGENCY N.P.D.E.S. PERMIT, INCLUDING THE REQUIREMENT TO MINIMIZE THE AREA DISTURBED BY GRADING AT ANY GIVEN TIME AND TO COMPLETE TURF RESTORATION WITHIN THE TIME REQUIRED BY THE PERMIT AFTER TEMPORARY CEASING GRADING OR COMPLETION OF GRADING.
3. A COPY OF THESE PLANS MUST BE ON THE JOB SITE WHENEVER CONSTRUCTION IS IN PROGRESS.
4. BMP'S REFER TO EROSION AND SEDIMENT CONTROL PRACTICES DEFINED IN THE MPCA PROTECTING WATER QUALITY IN URBAN AREAS AND THE MINNESOTA CONSTRUCTION SITE EROSION AND SEDIMENT CONTROL PLANNING HANDBOOK.
5. ALL EROSION AND SEDIMENT CONTROL FACILITIES (BMP'S) SHALL BE INSTALLED AND IN OPERATION PRIOR TO LAND DISTURBANCE ACTIVITIES. SOME EROSION CONTROLS SUCH AS CHECK DAMS AND TEMPORARY SILT PONDS MAY BE INSTALLED AS GRADING OCCURS IN THE SPECIFIC AREA. THEY SHALL BE MAINTAINED UNTIL CONSTRUCTION IS COMPLETED AND THE POTENTIAL FOR EROSION HAS PASSED.
6. THE BMP'S SHOWN ON THE PLANS ARE THE MINIMUM REQUIREMENTS FOR THE ANTICIPATED SITE CONDITIONS. AS CONSTRUCTION PROGRESSES AND UNEXPECTED OR SEASONAL CONDITIONS DICTATE, THE PERMITTEE SHALL ANTICIPATE THAT MORE BMP'S WILL BE NECESSARY TO ENSURE EROSION AND SEDIMENT CONTROL ON THE SITE. DURING THE COURSE OF CONSTRUCTION, IT IS THE RESPONSIBILITY OF THE PERMITTEE TO ADDRESS ANY NEW CONDITIONS THAT MAY BE CREATED BY CONSTRUCTION ACTIVITIES AND/OR CLIMATIC EVENTS AND TO PROVIDE ADDITIONAL BMP'S OVER AND ABOVE THE MINIMUM REQUIREMENTS SHOWN ON THE PLANS THAT MAY BE NEEDED TO PROVIDE EFFECTIVE PROTECTION OF WATER AND SOIL RESOURCES.
7. ALL TREES NOT LISTED FOR REMOVAL SHALL BE PROTECTED. DO NOT OPERATE EQUIPMENT WITHIN THE DRIP LINE, ROOT ZONES OR WITHIN TREE PROTECTION FENCE AREAS.
8. WHEREVER POSSIBLE, PRESERVE THE EXISTING TREES, GRASS AND OTHER VEGETATIVE COVER TO HELP FILTER RUNOFF.
9. OPERATE TRACK EQUIPMENT (DOZER) UP AND DOWN EXPOSED SOIL SLOPES ON FINAL PASS, LEAVING TRACK GROOVES PERPENDICULAR TO THE SLOPE. DO NOT BACK- BLADE. LEAVE A SURFACE ROUGH TO MINIMIZE EROSION.
10. TEMPORARY SEED SHALL BE DONE IN ACCORDANCE TO MNDOT 2575 & 3876. CONSISTING OF:
    - MN SEED MIX 22-111 @ 40 LBS. PER ACRE OR APPROVED EQUAL.
    - MULCH SHALL BE MNDOT TYPE 3 @ 2 TONS PER ACRE OR APPROVED EQUAL AND DISK ANCHORED IN PLACE OR APPROVED EQUAL, INSTALLED TO MINIMUM 90% COVERAGE OF THE SURFACE AREA DISTURBED.
    - TYPE 1 FERTILIZER, 10-10-20 @ 200 LBS. PER ACRE
10. PERMANENT TURF RESTORATION SHALL BE DONE IN ACCORDANCE WITH MNDOT 2575 & 3876. CONSISTING OF:
    - MN SEED MIX 25-151 AT 120 POUNDS PER ACRE FOR OUTLOT B.
    - MN SEED MIX 35-241 AT 30 POUNDS PER ACRE FOR OUTLOT A.
    - MN SEED MIX 22-112 AT 50 POUNDS PER ACRE FOR BUILDABLE LOTS.
    - MULCH SHALL BE MNDOT TYPE 3 @ 2 TONS PER ACRE OR APPROVED EQUAL AND DISK ANCHORED IN PLACE OR APPROVED EQUAL, INSTALLED TO MINIMUM 90% COVERAGE OF THE SURFACE AREA DISTURBED.MULCH AT 90 % COVERAGE WITH DISC ANCHOR.
    - TYPE 3 FERTILIZER, 22-5-10 80%W.I.N @ 350 LBS PER ACRE.
11. SLOPES AT 3:1 OR STEEPER, AND/OR WHERE INDICATED ON THE PLANS SHALL BE SEEDED AND HAVE AN EROSION CONTROL BLANKET TYPE 3 INSTALLED OR MAY BE HYDROSEEDED WITH TACKIFIER MULCH. PERMITTEES MUST NOT USE MULCH, HYDROMULCH, TACKIFIER, POLYACRYLAMIDE OR SIMILAR EROSION PREVENTION PRACTICES WITHIN AN PORTION OF THE NORMAL WETTED PERIMETER OF A TEMPORARY OR PERMANENT DRAINAGE DITCH OR SWALE SECTION WITH CONTINOUS SLOPE OF GREATER THAN 2 PERCENT.
12. THE CONTRACTOR SHALL REMOVE ALL SOILS AND SEDIMENT TRACKED ONTO EXISTING STREETS AND PAVED AREAS.
13. IF BLOWING DUST BECOMES A NUISANCE. THE CONTRACTOR SHALL APPLY WATER FROM A TANK TRUCK TO ALL CONSTRUCTION AREAS.
14. WITHIN 7 DAYS OF COMPLETION OF THE SITE GRADING OPERATIONS THE ENTIRE SITE (EXCEPT ROADWAYS) SHALL HAVE BEEN SEEDED AND MULCHED AND SILT FENCE SHALL INSTALLED AROUND ALL PONDS.
15. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE PROPERLY DISPOSED OF WITHIN THIRTY (30) DAYS AFTER FINAL SITE STABILIZATION IS ACHIEVED OR AFTER THE TEMPORARY MEASURES ARE NO LONGER NEEDED.
16. THE MINIMIZATION OF SOIL COMPACTION MUST BE USED ON AREAS OUTSIDE OF SPECIFIC COMPACTION REQUIRED AREAS. THESE PRACTICES INCLUDE: PREVENTING HEAVY EQUIPMENT TRAFFIC AND CONSTRUCTION TRAFFIC FROM AREAS, USING PRACTICES TO PREVENT CONCENTRATED FLOW OCCURRING OVER THE SOIL, PROVIDE LIGHT TRACKED EQUIPMENT TO CONSTRUCT AREA TO FINAL GRADE. THE AREAS REQUIRING LOOSE SOIL INCLUDE ALL TOPSOIL PLACEMENT AND INFILTRATION/FILTRATION BASINS.

CONSTRUCTION ACTIVITY REQUIREMENTS

A. EROSION PREVENTION PRACTICES

1. BEFORE WORK BEGINS, PERMITTEES MUST DELINEATE THE LOCATION OF AREAS NOT TO BE DISTURBED.
2. THE CONTRACTOR MUST MINIMIZE THE NEED FOR DISTURBANCE OF PORTIONS OF THE PROJECCT WITH STEEP SLOPES. WHEN STEEP SLOPES MUST BE DISTURBED, PERMITTEES MUST USE TECHNIQUES SUCH AS PHASING AND STABILIZATION PRACTICES DESIGNED FOR STEEP SLOPES.
3. THE CONTRACTOR MUST STABILIZE ALL EXPOSED SOIL AREAS, INCLUDING STOCKPILES. STABILIZATION MUST BE INITIATED IMMEDIATELY TO LIMIT SOIL EROSION WHEN CONSTRUCTION ACTIVITY HAS PERMANENTLY OR TEMPORARILY CEASED ON ANY PORTION OF THE SITE AND WILL NOT RESUME FOR A PERIOD EXCEEDING 7 CALENDAR DAYS. STABILIZATION MUST BE COMPLETED NO LATER THAN 7 CALENDAR DAYS AFTER THE CONSTRUCTION ACTIVITY HAS CEASED. 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.
4. FOR PUBLIC WATERS THAT THE MN DNR HAS PROMULGATED "WORK IN WATER RESTRICTIONS" DURING SPECIFIC FISH SPAWNING TIME FRAMES, PERMITTEES MUST COMPLETE STABILIZATION OF ALL EXPOSED SOIL AREAS WITHIN 200 FEET OF THE WATER'S EDGE, AND THAT DRAIN TO THESE WATERS, WITHIN 24 HOURS DURING THE RESTRICTION PERIOD.
5. PERMITTEES MUST 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. PERMITTEES MUST COMPLETE STABILIZATION OF REMAINING PORTIONS OF TEMPORARY OR PERMANENT DITCHES OR SWALES WITHIN 7 CALENDAR DAYS AFTER CONNECTING TO A SURFACE WATER OR PROPERTY EDGE AND CONSTRUCTION IN THAT PORTION OF THE DITCH TEMPORARILY OR PERMANENTLY CEASES.
6. TEMPORARY OR PERMANENT DITCHES OR SWALES BEING USED AS A SEDIMENT CONTAINMENT SYSTEM DURING CONSTRUCTION DO NOT NEED TO BE STABILIZED. PERMITTEES MUST STABILIZE THESE AREAS WITHIN 24 HOURS AFTER THEIR USE AS A SEDIMENT CONTAINMENT SYSTEM CEASES.
7. PERMITTEES MUST NOT USE MULCH, HYDROMULCH, TACKIFIER, POLYACRYLAMIDE OR SIMILAR EROSION PREVENTION PRACTICES WITHIN AN PORTION OF THE NORMAL WETTED PERIMETER OF A TEMPORARY OR PERMANENT DRAINAGE DITCH OR SWALE SECTION WITH CONTINOUS SLOPE OF GREATER THAN 2 PERCENT.
8. PERMITTEES MUST PROVIDE TEMPORARY OR PERMANENT ENERGY DISSAPATION AT ALL PIPE OUTLETS WITHIN 24 HOURS AFTER CONNECTION TO A SURFACE WATER OR PERMANENT STORMWATER TREATMENT SYSTEM.

B. SEDIMENT CONTROL PRACTICES

1. PERMITTEES MUST ESTABLISH SEDIMENT CONTROL BMP'S ON ALL DOWNGRAIDENT PERIMETERS OF THE SITE AND DOWNGRAIDENT AREAS OF THE SITE THAT DRAIN TO ANY SURFACE WATER, INCLUDING CURB AND GUTTER SYSTEMS. PERMITTEES MUST LOCATE SEDIMENT CONTROL PRACTICES UPGRAIDENT OF ANY BUFFER ZONES. PERMITTEES MUST INSTALL SEDIMENT CONTROL PRACTICES BEFORE ANY UPGRAIDENT LAND-DISTURBING ACTIVITIES BEGIN AND MUST KEEP THE SEDIMENT CONTROL PRACTICES IN PLACE UNTIL THEY ESTABLISH PERMANENT COVER.
2. IF DOWNGRADIENT SEDIMENT CONTROLS ARE OVERLOADED, BASED ON FFREQUENT FAILURE OR EXCESSIVE MAINTENANCE REQUIREMENTS, PERMITTEES MUST INSTALL ADDITIONAL UPGRADIENT SEDIMENT CONTROL PRACTICES OR REDUNDANT BMP'S TO ELIMINATE THE OVERLOADING AND AMEND THE SWPPP TO IDENTIFY THESE ADDITIONAL PRACTICES AS REQUIRED IN ITEM 6.3 OF THE PERMIT.
3. TEMPORARY OR PERMANENT DRAINAGE DITCHES AND SEDIMENT BASINS DESIGNED AS PART OF A SEDIMENT CONTAINMENT SYSTEM REQUIRE SEDIMENT CONTROL PRACTICES ONLY AS APPROPRIATE FOR SITE CONDITIONS.
4. A FLOATING SILT CURTAN PLACED IN THE WATER IS NOT A SEDIMENT CONTROL BMP TO SATISFY ITEM 9.2 EXCEPT WHEN WORKING ON A SHORELINE OR BELOW WATERLINE. IMMEDIATELY AFTER SHORT TERM CONSTRUCTION ACTIVITY IN THAT AREA IS COMPLETE, PERMITTEES MUST INSTALL AN UPLAND PERIMETER CONTROL PRACTICE IF EXPOSED SOILS STILL DRAIN TO A SURFACE WATER.
5. PERMITTEES MUST RE-INSTALL ALL SEDIMENT CONTROL PRACTICES ADJUSTED OR REMOVED TO ACCOMMODATE SHORT-TERM ACTIVITIES SUCH AS CLEARING OR GRUBBING, OR PASSAGE OF VEHICLES, IMMEDIATELY AFTER THE SHORT-TERM ACTIVITY IS COMPLETED. PERMITTEES MUST RE-INSTALL SEDIMENT CONTROL PRACTICES BEFORE THE NEXT PRECIPITATION EVENT EVEN IF THE SHORT-TERM ACTIVITY IS NOT COMPLETE.
6. PERMITTEES MUST PROTECT ALL STORM DRAIN INLETS USING APPROPRIATE BMP'S DURING CONSTRUCTION UNTIL THEY ESTABLISH PERMANENT COVER ON ALL AREAS WITH POTENTIAL FOR DISCHARGING TO THE INLET.
7. PERMITTEES MAY REMOVE INLET PROTECTION FOR A PARTICULAR INLET IF A SPECIFIC SAFETY CONCERN IS IDENTIFIED BY THE PERMITTEES OR THE JURISDICTIONAL AUTHORITY. PERMITTEES MUST DOCUMENT THE NEED FOR REMOVAL IN THE SWPPP.
8. PERMITTEES MUST PROVIDE SILT FENCE OR OTHER EFFECTIVE SEDIMENT CONTROLS AT THE BASE OF STOCKPILES ON THE DOWNGRADIENT PERIMETER.
9. PERMITTEES MUST LOCATE STOCKPILES OUTSIDE OF NATURAL BUFFERS OR SURFACE WATERS, INCLUDING STORMWATER CONVEYANCES SUCH AS CURB AND GUTTER SYSTEMS UNLESS THERE IS A BYPASS IN PLACE FOR THE STORMWATER.
10. PERMITTEES MUST INSTALL A VEHICLE TRACKING BMP TO MINIMIZE THE TRACK OUT OF SEDIMENT FROM THE CONSTRUCTION SITE OR ONTO PAVED ROADS WITHIN THE SITE.
11. PERMITTEES MUST INSTALL TEMPORARY SEDIMENT SEDIMENT BASINS AS REQUIRED IN SECTION 14 OF PERMIT.
12. IN ANY AREAS OF THE SITE WHERE VEGETATIVE STABILIZATION WILL OCCUR, PERMITTEES MUST RESTRICT VEHICLE AND EQUIPMENT USE TO MINIMIZE SOIL COMPACTION.
13. PERMITTEES MUST PRESERVE TOPSOIL ON THE SITE, UNLESS INFEASIBLE.
14. PERMITTEES MUST DIRECT DISCHARGES FROM BMPS TO VEGETATIVE SREAS UNLESS INFEASIBLE.
15. PERMITTEES MUST PRESERVE A 50 FOOT NATURAL BUFFER OR, IF A BUFFER IS INFEASIBLE ON SITE, PROVIDE REDUNDANT (DOUBLE) PERIMETER SEDIMENT CONTROLS WHEN A SURFAVE WATER IS LOCATED WITHIN 50 FEET OF THE PROJECT'S EARTH DISTURBANCES AND STORMWATER FLOWS TO THE SURFACE WATER. PERMITTEES MUST INSTALL PERIMETER SEDIMENT CONTROLS AT LEAST 5 FEET APART UNLESS LIMITED BY LACK OF AVALIABLE SPACE. NATURAL BUFFERS ARE NOT REQUIRED ADJACENT TO ROAD DITCHES, JUDICIAL DITCHES, COUNTY DITCHES, STORMWATER CONVEYANCES CHANNELS, STORM DRAIN INLETS, AND SEDIMENT BASINS. IF BRESERVING THE BUFFER IS INFEASIBLE, PERMITTEES MUST DOCUMENT THE REASONS IN THE SWPPP. SHEET PILING IS A REDUNDANT PERIMETER CONTROL IF INSTALLED IN A MANNER THAT RETAINS ALL STORMWATER.
16. PERMITTEES MUST USE POLYMERS, FLOCCULANTS, OR OTHER SEDIMENTATION TREATMENT CHEMICLES IN ACCORDANCE WITH ACCEPTED ENGINEERING PRACTICES, DOSING SPECIFICATIONS AND SEDIMENT REMOVAL DESIGN SPECIFICATIONS PROVIDED BY THE MANUFACTURE OR SUPPLIER. THE PERMITTEES MUST USE CONVENTIONAL EROSION AND SEDIMENT CONTROLS PRIOR TO CHEMICAL ADDITION AND MUST DIRECT TREATED STORMWATER TO A SEDIMENT CONTROL SYSTEM FOR FILTRATION OR SETTLEMENT OF THE FLOC PRIOR TO DISCHARGE.

C. DEWATERING AND SURFACE DRAINAGE

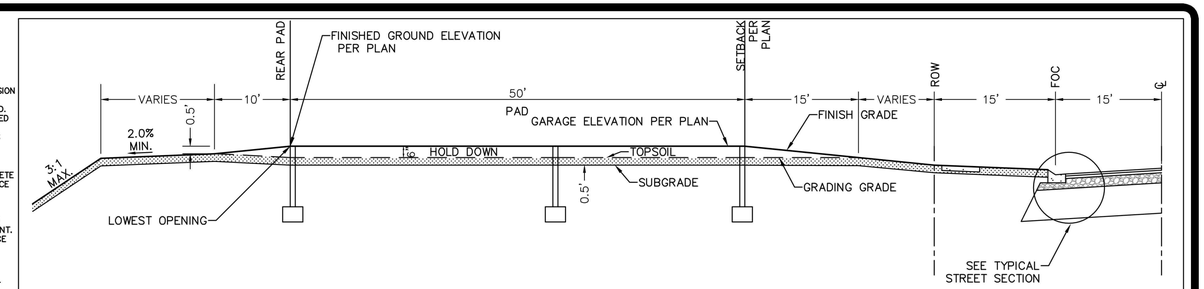
1. PERMITTEES MUST DISCHARGE TURBID OR SEDIMENT-LADEN WATERS RELATED TO DEWATERING OR BASIN DRAINING TO A TEMPORARY OR PERMANENT SEDIMENT BASIN ON THE PROJECT SITE UNLESS INFEASIBLE. PERMITTEES MAY DEWATER TO SURFACE WATERS IF THEY VISUALLY CHECK TO ENSURE ADEQUATE TREATMENT HAS BEEN OBTAINED AND NUISANCE CONDITIONS WILLNOT RESULT FROM DISCHARGE. IF PERMITTEES CANNOT DISCHARGE THE WATER TO A SEDIMENTATION BASIN PRIOR TO ENTERING A SURFACE WATER, PERMITTEES MUST TREAT IT WITH APPROPRIATE BMPS SUCH THAT THE DISCHARGE DOES NOT ADVERSELY AFFECT THE SURFACE WATER OR DOWNSTREAM PROPERTIES.
2. IF PERMITTEES MUST DISCHARGE WATER CONTAINING OIL OR GREASE, THEY MUST USE AN OIL-WATER SEPARATOR OR SUITABLE FILTRATION DEVICE PRIOR TO DISCHARGE.
3. PERMITTEES MUST DISCHARGE ALL WATER FROM DEWATERING OR BASIN-DRAINING ACTIVITIES IN A MANNER THAT DOES NOT CAUSE EROSION OR SCOUR IN THE IMMEDIATE VICINITY OF DISCHARGE POINTS OR INUNDATION OF WETLANDS IN THE IMMEDIATE VICINITY OF DISCHARGE POINTS THAT CAUSES SIGNIFICANT ADVERSE IMPACT TO THE WETLAND.
4. IF PERMITTEES USE FILTERS WITH BACKWASH WATER, THEY MUST HAUL THE BACKWASH WATER AWAY FOR DISPOSAL, RETURN THE BACKWASH WATER TO THE BEGINING OF THE TREATMENT PROCESS, OR INCORPORATE THE BACKWASH WATER INTO THE SITE IN A MANNER THAT DOES NOT CAUSE EROSION.

D. INSPECTIONS AND MAINTENANCE

1. PERMITTEES MUST ENSURE A TRAINED PERSON, AS IDENTIFIED IN PERMIT, WILL INSPECT THE ENTIRE CONSTRUCTION SITE AT LEAST ONCE EVERY 7 DAYS DURING ACTIVE CONSTRUCTION AND WITHIN 24 HOURS AFTER A RAINFALL EVENT GREATER THAN ½ INCHIN 24 HOURS. (NOTE: LOCAL JURISDICTION MAY REQUIRE A MORE FREQUENT INTERVAL OF INSPECTION.)
2. PERMITTEES MUST INSPECT AND MAINTAIN ALL PERMANENT STORMWATER TREATMENT BMPS.
3. ALL NONFUNCTIONAL BMPS MUST BE REPAIRED, REPLACED OR SUPPLEMENTS 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. DOCUMENTATION MUST BE RECORDED AS REQUIRED. (SEE MPCA NPDES PERMIT 11.4-11.11).

E. POLLUTION PREVENTION MANAGEMENT MEASURES

1. MATERIALS ONSITE MUST STORED PROPERLY.
2. CHEMICALS ONSITE MUST BE HANDLED, STORED & DISPOSED OR PER M.P.C.A. REQUIREMENTS.
4. HAZARDOUS MATERIALS MUST BE STORED AND DISPOSED OF PER M.P.C.A. REQUIREMENTS.
5. SOLID WASTE MUST BE HANDLED, STORED & DISPOSED OF PER M.P.C.A. REQUIREMENTS.
6. SANITARY WASTE MUST BE HANDLED PER M.P.C.A. REQUIREMENTS.
7. DISCHARGE OR SPILLED CHEMICALS MUST BE HANDLED AND REPORTED PER M.P.C.A. REQUIREMENTS. ADEQUATE SUPPLIES MUST BE AVAILABLE AT ALL TIMES TO CLEAN UP DISCHARGED MATERIALS.
8. EXTERNAL WASHING OF CONSTRUCTION VEHICLES MUST BE LIMITED TO A DEFINED AREA OF THE SITE. RUNOFF MUST BE CONTAINED AND WASTE PROPERLY DISPOSED OF. NO ENGINE DECREASING IS ALLOWED ON SITE.
9. EFFECTIVE CONTAINMENT FOR ALL WASHOUT OPERATIONS RELATED TO CONSTRUCTION ACTIVITY MUST BE OF M.P.C.A. REQUIREMENTS.



SLAB-ON-GRADE
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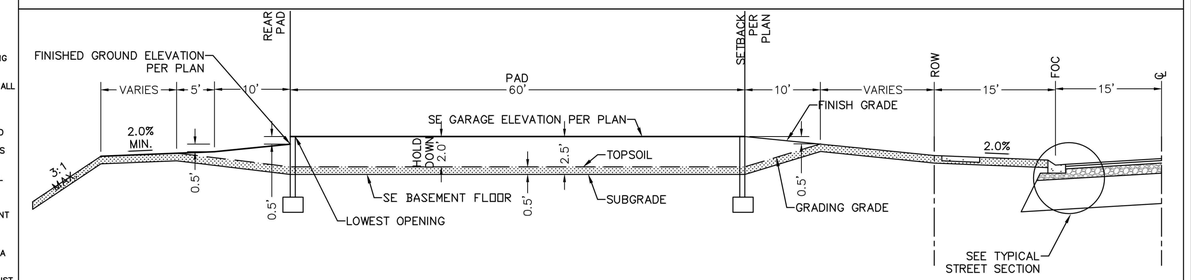

SPLIT ENTRY
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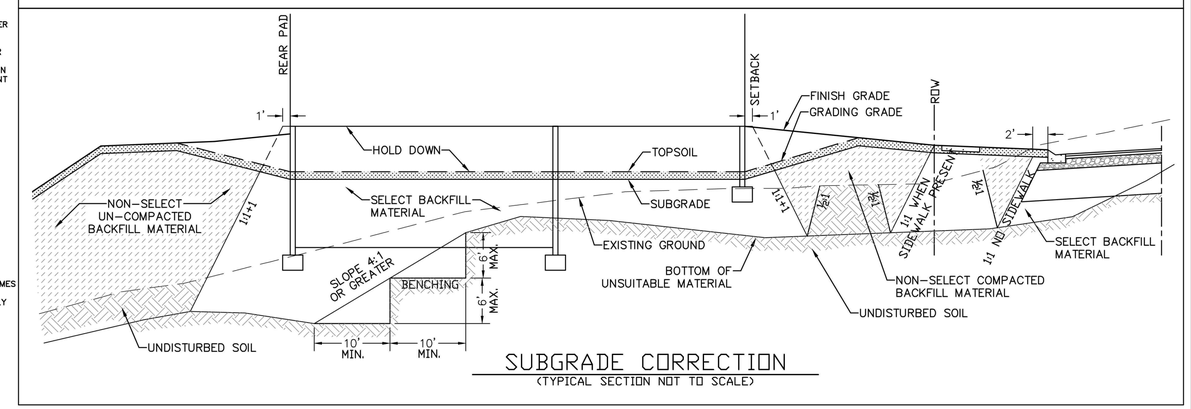

SUBGRADE CORRECTION
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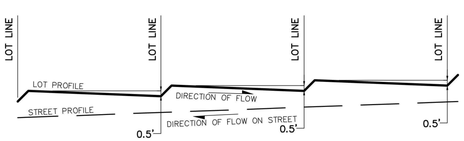

LOT BENCHING DETAIL
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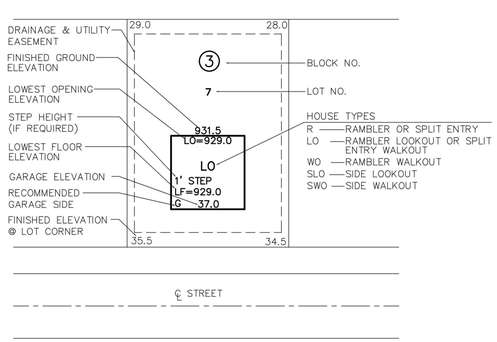

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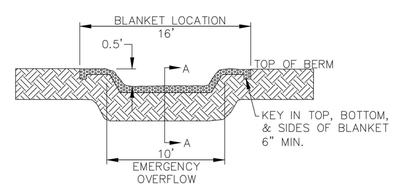
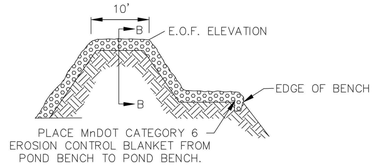
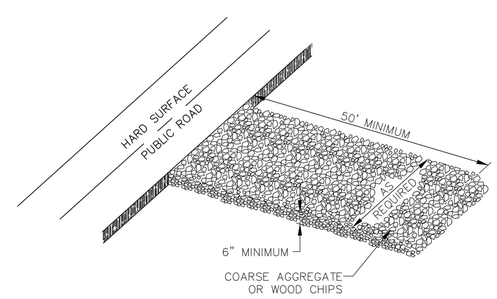


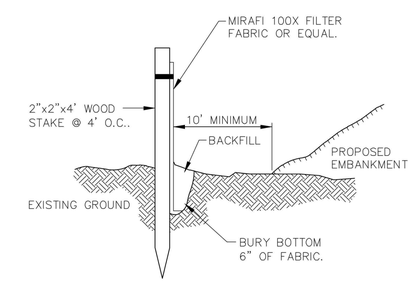
STABILIZED EMERGENCY OVERFLOW DETAIL
SECTION B-B



STABILIZED EMERGENCY OVERFLOW DETAIL
SECTION A-A



TEMPORARY
CONSTRUCTION ENTRANCE
(TYPICAL SECTION NOT TO SCALE)



EROSION CONTROL FENCE
(TYPICAL SECTION NOT TO SCALE)

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I hereby certify that this plan 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

Name John M. Molinaro
Reg. No. 45831 Date 5-13-19

Revisions

Date	5-13-19
Designed	JMM
Drawn	JMM/MSN

GRADING DETAILS

CENTRA HOMES
11460 ROBINSON DRIVE NW
COON RAPIDS, MINNESOTA 55433

EASTBROOK ESTATES 2ND ADDITION
BROOKLYN CENTER, MINNESOTA

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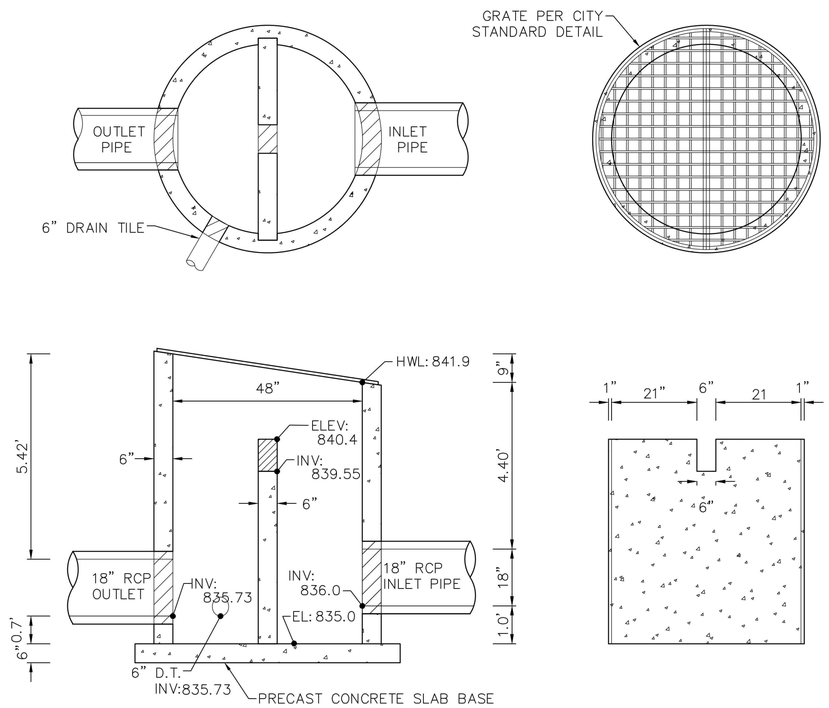

POND OUTLET CONTROL STRUCTURE CS-xxx
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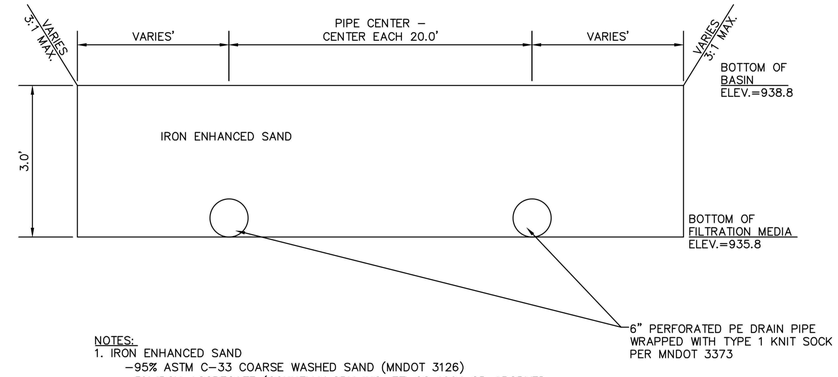


NOTES:
1. IRON ENHANCED SAND
   –95% ASTM C–33 COARSE WASHED SAND (MNDOT 3126)
   –5% IRON AGGREGATE (CONNELLY GPM INC. ETI CC 1004 OR APORVED EQUAL) BY WIGHT MIXED BY PLAISTED COMPANIES OR APPROVED EQUAL

BIO–FILTRATION BASIN IRON ENHANCED SECTION
(NOT TO SCALE)

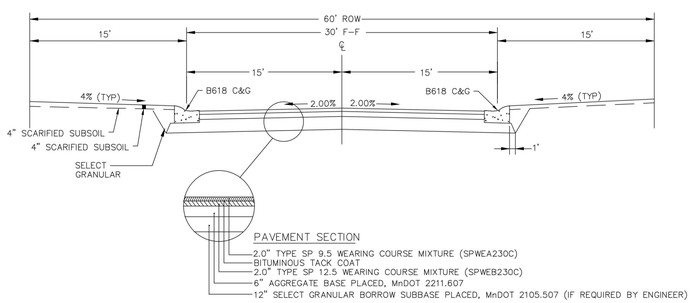
INFILTRATION & FILTRATION BASIN CONSTRUCTION NOTES

CONSTRUCTION SEQUENCING

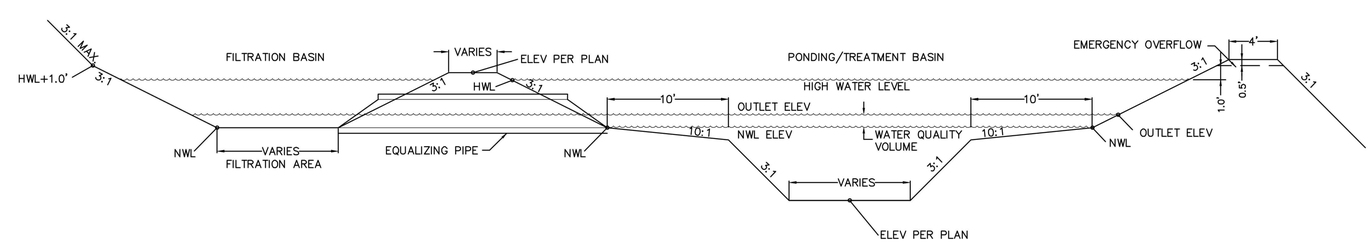
1. INSTALL SILT FENCE AND/OR OTHER APPROPRIATE EROSION CONTROL DEVICES TO PREVENT SEDIMENT FROM LEAVING OR ENTERING THE PRACTICE DURING CONSTRUCTION.
2. ALL DOWN–GRADIENT PERIMETER SEDIMENT CONTROL BMPS MUST BE IN PLACE BEFORE ANY UP GRADIENT LAND DISTURBING ACTIVITY BEGINS.
3. PERFORM CONTINUOUS INSPECTIONS OF EROSION CONTROL PRACTICES.
4. INSTALL UTILITIES (WATER, SANITARY SEWER, ELECTRIC, PHONE, FIBER OPTIC, ETC) PRIOR TO SETTING FINAL GRADE OF RETENTION DEVICE.
5. ROUGH GRADE THE SITE. DO NOT USE RETENTION AREA AS TEMPORARY SEDIMENT BASINS.
6. PERFORM ALL OTHER SITE IMPROVEMENTS.
7. SEED AND MULCH ALL AREAS AFTER DISTURBANCE.
8. CONSTRUCT RETENTION DEVICE UPON STABILIZATION OF CONTRIBUTING DRAINAGE AREA.
9. IMPLEMENT TEMPORARY AND PERMANENT EROSION CONTROL PRACTICES.
10. PLANT AND MULCH RETENTION DEVICE.
11. REMOVE TEMPORARY EROSION CONTROL DEVICES AFTER THE CONTRIBUTING DRAINAGE AREA IS ADEQUATELY VEGETATED.

GENERAL NOTES

1. IN THE EVENT THAT SEDIMENT IS INTRODUCED INTO THE BMP DURING OR IMMEDIATELY FOLLOWING EXCAVATION, THIS MATERIAL SHALL BE REMOVED FROM THE PRACTICE PRIOR TO CONTINUING CONSTRUCTION.
2. GRADING OF RETENTION DEVICES SHALL BE ACCOMPLISHED USING LOW–COMPACTION, WIDE TRACKED ONLY, EARTH–MOVING EQUIPMENT TO PREVENT COMPACTION OF UNDERLYING SOILS.
3. ALL SUB MATERIALS BELOW THE SPECIFIED BIORETENTION DEPTH (ELEVATION) SHALL BE UNDISTURBED, UNLESS OTHERWISE NOTED.



TYPICAL STREET SECTION
TYPICAL SECTION (N.T.S.)



STORM WATER BASIN SECTION
(TYPICAL SECTION NOT TO SCALE)

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Revisions

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Designed	JMM
Drawn	JMM/MSN

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EASTBROOK ESTATES 2ND ADDITION
BROOKLYN CENTER, MINNESOTA

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BENCH MARK
TNH SW QUAD OF ALDRICH AVE. N.
& 68TH AVE. N.
ELEVATION = 848.16

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SANITARY SEWER & WATERMIAN CONSTRUCTION PLAN

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COON RAPIDS, MINNESOTA 55433

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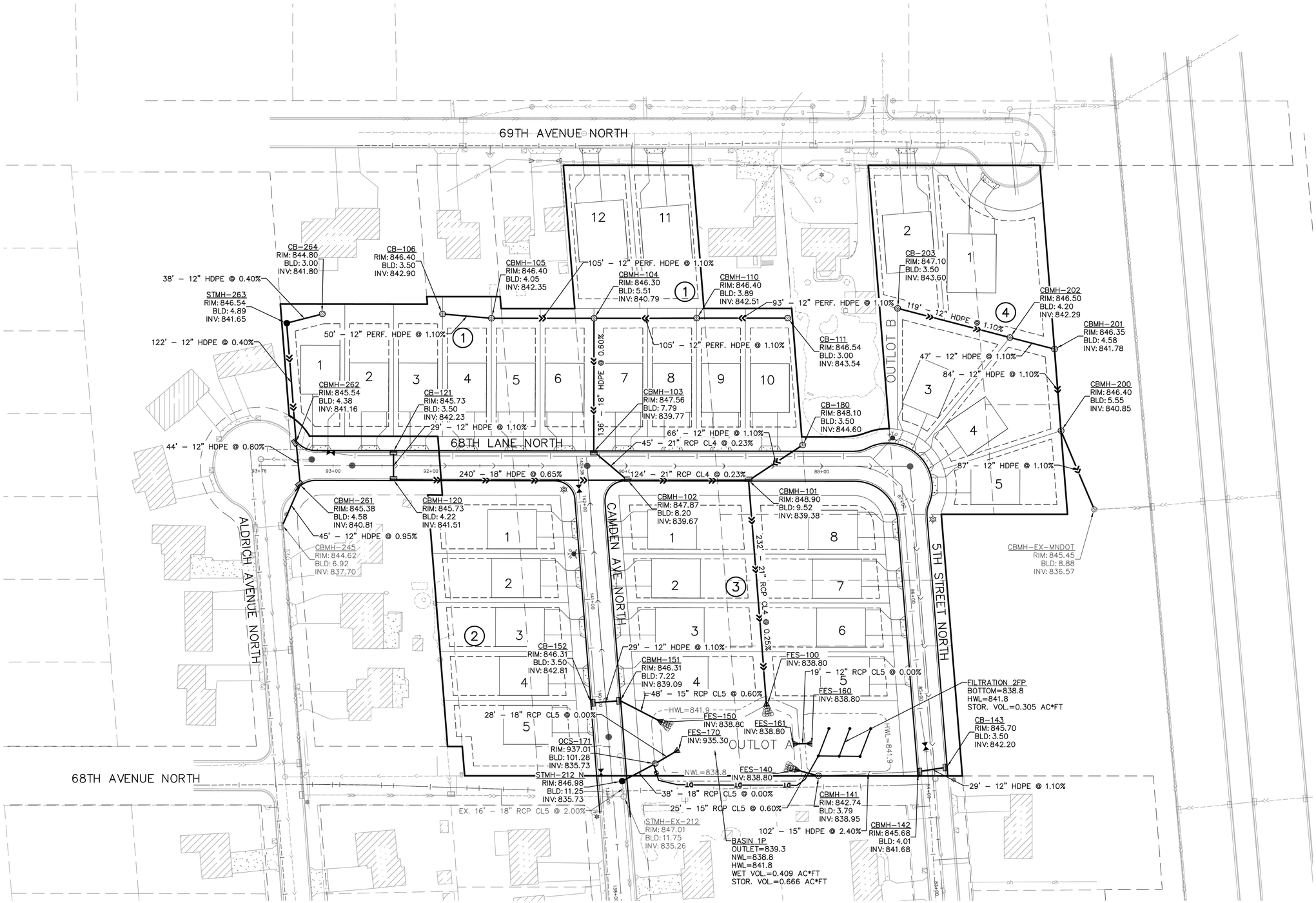

BENCH MARK
TNH SW QUAD OF ALDRICH AVE. N. & 68TH AVE. N.
ELEVATION = 848.16

00-ENG-118389-SHEET-STRM

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STORM SEWER CONSTRUCTION PLAN

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EASTBROOK ESTATES 2ND ADDITION
BROOKLYN CENTER, MINNESOTA

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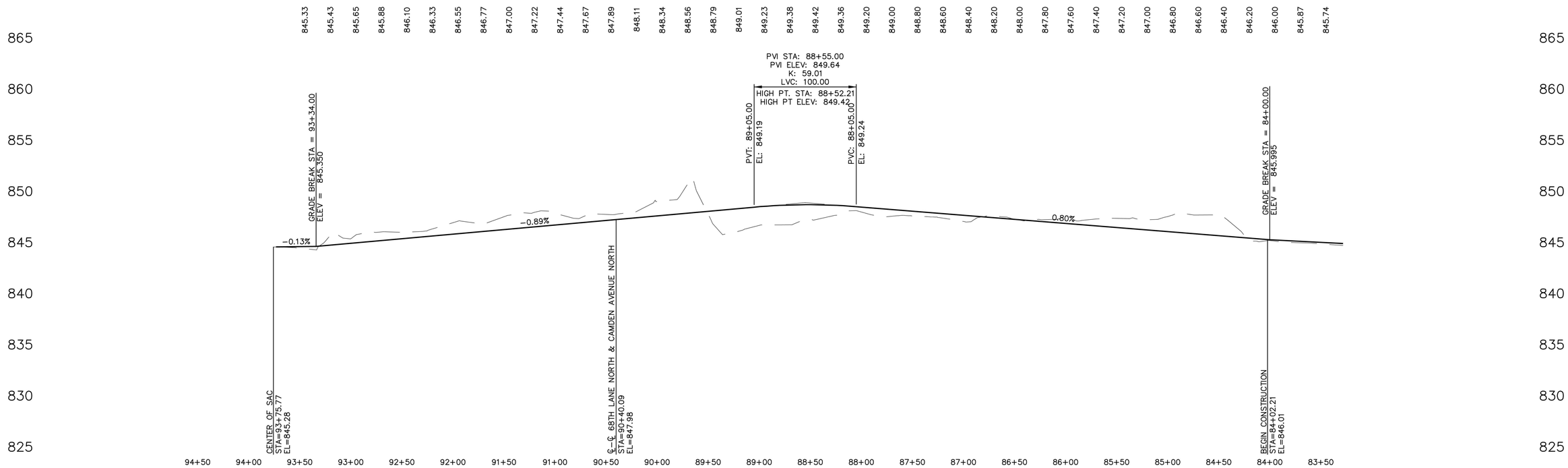
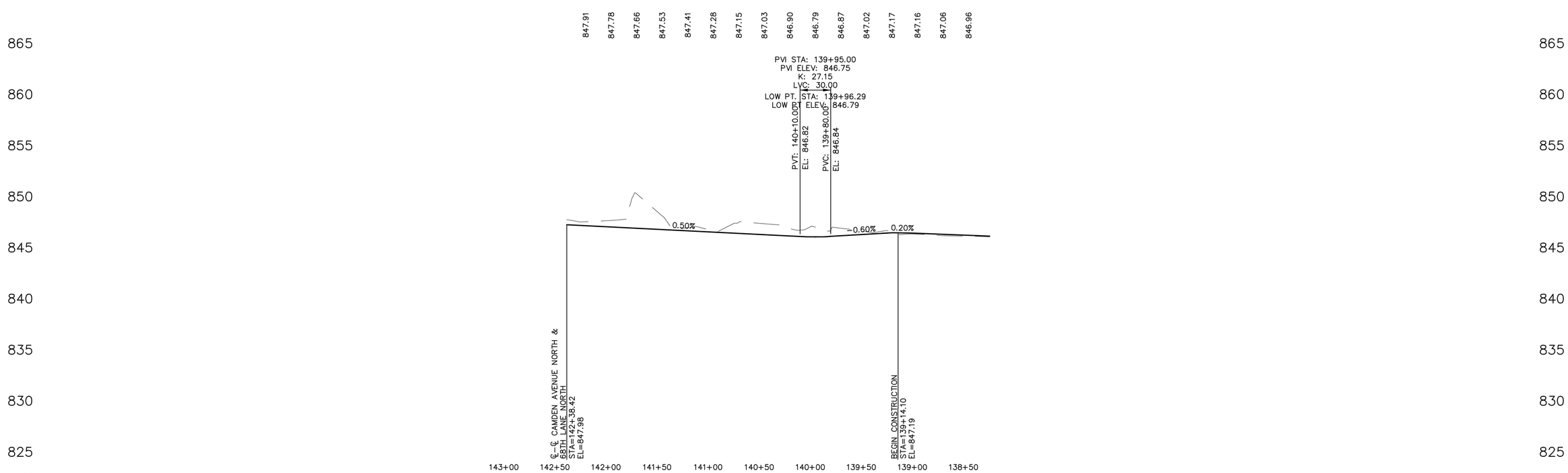
68TH LANE NORTH & 5TH STREET NORTH



CAMDEN AVENUE NORTH



PIONEER engineering
CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS
2422 Enterprise Drive
Mendota Heights, MN 55120
(651) 681-1914
Fax: 681-9488
www.pioneereng.com

I hereby certify that this plan 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

Name John M. Molinaro
Reg. No. 45831 Date 5-13-19

Revisions

Date	5-13-19
Designed	JMM
Drawn	JMM/MSN

PRELIMINARY STREET PROFILES

CENTRA HOMES
11460 ROBINSON DRIVE NW
COON RAPIDS, MINNESOTA 55433

EASTBROOK ESTATES 2ND ADDITION
BROOKLYN CENTER, MINNESOTA

00-ENG-118389-SHEET-ROAD-PROF

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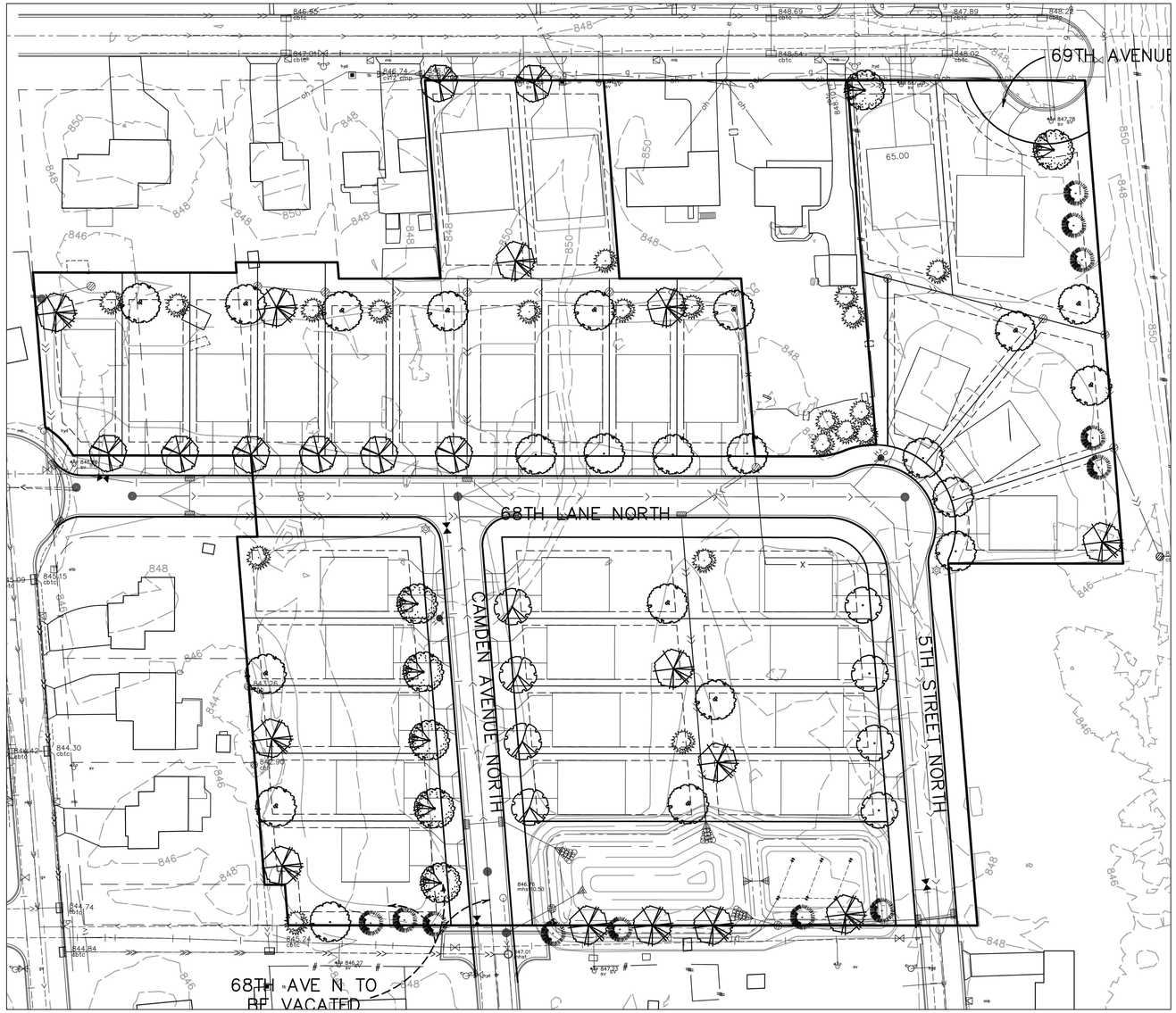


PLANT SCHEDULE

KEY	COMMON NAME/Scentific name	ROOT	QUANTITY	INSTRUCTIONS
	OVERSTORY TREES			
	NORTHWOOD MAPLE/Acer rubrum 'Northwood'	2.5" B&B	8	
	AUTUMN BLAZE MAPLE/Acer x freemanii 'Jeffersred'	2.5" B&B	7	
	RIVER BIRCH/Betula nigra 'Heritage'	8-10' B&B	14	Clump
	COMMON HACKBERRY/Celtis occidentalis	2.5" B&B	4	
	THORNLESS HONEYLOCUST/Gleditsia triacanthos var. inermis	2.5" B&B	8	
	SENTRY LINDEN/Tila americana 'Sentry'	2.5" B&B	4	
	SWAMP WHITE OAK/Quercus bicolor	2.5" B&B	10	
	EVERGREEN TREES			
	BLACK HILLS SPRUCE/Picea glauca densata	6' B&B	20	
	WHITE PINE/Pinus strobus	6' B&B	12	

LANDSCAPE DATA:

PROPOSED LOTS: 30
TREES PROPOSED: 90 (58 OVERSTORY, 32 CONIFER)

EACH LOT HAS MINIMUM 1 TREE/FRONT YARD AND 1 TREE/REAR YARD

TREES TO BE PLANTED A MINIMUM OF 5' FROM PROPERTY LINES AND SHALL NOT CONFLICT WITH EXISTING PLANTINGS, SIDEWALKS, OR TRAILS.

LANDSCAPE NOTES

– THE LANDSCAPE CONTRACTOR SHALL VISIT THE PROJECT SITE TO BECOME FAMILIAR WITH THE EXISTING CONDITIONS PRIOR TO SUBMITTING A BID.

– THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT OF PROPOSED PHYSICAL START DATE AT LEAST 7 DAYS IN ADVANCE.

– THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FIELD VERIFICATION OF ALL EXISTING UTILITY LOCATIONS ON THE PROJECT SITE WITH GOPHER STATE ONE CALL 1–800–252–1166 PRIOR TO COMMENCING WORK. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF EXISTING UTILITIES DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER. NOTIFY THE LANDSCAPE ARCHITECT OF ANY CONFLICTS TO FACILITATE PLANT RELOCATION.

– GRADING TO BE PERFORMED BY OTHERS.

– NO PLANT MATERIAL SHALL BE INSTALLED UNTIL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.

– ALL PLANT MATERIAL SHALL MEET THE STANDARDS FOUND IN THE AMERICAN ASSOCIATION OF NURSERYMEN–AMERICAN STANDARD FOR NURSERY STOCK.

– ALL CONTAINER MATERIAL TO BE GROWN IN THE CONTAINER A MINIMUM OF SIX (6) MONTHS PRIOR TO PLANTING ON SITE.

– DECIDUOUS AND CONIFEROUS TREES SHALL NOT BE STAKED, BUT THE LANDSCAPE CONTRACTOR MUST GUARANTEE STANDABILITY TO A WIND SPEED OF 60 M.P.H.

– THE LANDSCAPE CONTRACTOR SHALL PROVIDE A MINIMUM GUARANTEE OF ONE YEAR ONE TIME REPLACEMENT ON NEW PLANT MATERIALS. GUARANTEE SHALL BE AGREED UPON BY DEVELOPER/BUILDER AND LANDSCAPE CONTRACTOR.

– THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY PLANTS WHICH ARE DEEMED UNSATISFACTORY BEFORE, DURING OR AFTER INSTALLATION.

– IF THERE IS A DESCREPANCY BETWEEN THE NUMBER OF PLANTS SHOWN ON THE PLAN AND THE NUMBER SHOWN ON THE PLANT LIST, THE NUMBER SHOWN ON THE PLAN WILL TAKE PRECEDENCE.

–THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MULCHES AND PLANTING SOIL QUANTITIES TO COMPLETE WORK SHOWN ON THE PLAN. THE LANDSCAPE CONTRACTOR SHALL VERIFY ALL QUANTITIES SHOWN ON THE PLANT SCHEDULE.

– COMMERCIAL GRADE POLY LAWN EDGING SHALL BE INSTALLED WHERE NOTED.

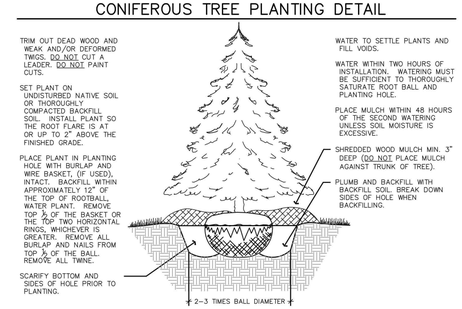
– THE LANDSCAPE CONTRACTOR SHALL REPAIR ALL DAMAGE TO THE SITE CAUSED BY THE PLANTING OPERATION AT NO COST TO THE OWNER.

– THE LANDSCAPE CONTRACTOR SHALL KEEP PAVEMENTS CLEAN UNSTAINED. ALL PEDESTRIAN AND VEHICLE ACCESS TO BE MAINTAINED THROUGHOUT CONSTRUCTION PERIOD. ALL WASTES SHALL BE PROMPTLY REMOVED FROM THE SITE. ANY DAMAGE TO EXISTING FACILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

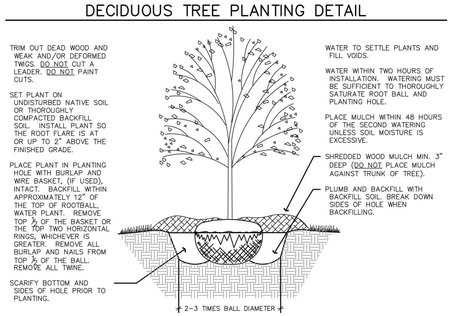
– THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE CODES, REGULATIONS AND PERMITS GOVERNING THE WORK.

– STORAGE OF MATERIALS OR SUPPLIES ON–SITE WILL NOT BE ALLOWED.

CONIFEROUS TREE PLANTING DETAIL



DECIDUOUS TREE PLANTING DETAIL



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0 25 50 100
GRAPHIC SCALE IN FEET

PIONEER engineering
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I hereby certify that this plan 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

Name Jennifer L. Thompson
Reg. No. 44763 Date 5-08-2018

Revisions

Date	5-09-2019
Designed	TLM
Drawn	TLM

LANDSCAPE PLAN

CENTRA HOMES
11460 ROBINSON DRIVE NW
COON RAPIDS, MINNESOTA 55433

EASTBROOK ESTATES
BROOKLYN CENTER, MINNESOTA

L1 OF 1

00-PLAN-118389-SHEET-LAND.DWG

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-Public Notice Ad Proof-

This is the proof of your ad scheduled to run on the dates indicated below. Please proof read carefully if changes are needed, please contact us prior to deadline at
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Date: 05/30/19

Account #: 413069
Customer: CITY OF BROOKLYN CENTER ~

Address: 6301 SHINGLE CREEK
BROOKLYN CENTER

Telephone: (612) 569-3440
Fax: (763) 569-3494

Ad ID: 944551
Copy LIne: Eastbrook Estate Plat PH

PO Number:
Start: 06/06/19
Stop: 06/06/2019
Total Cost: $119.00
# of Lines: 86
Total Depth: 9.556
# of Inserts: 1
Ad Class: 150
Phone # (763) 691-6000
Email: publicnotice@ecm-inc.com
Rep No: SE700

Contract-Gross

Publications:
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Ad Proof

Enlarged

CITY OF BROOKLYN CENTER NOTICE OF PUBLIC HEARING

TO WHOM IT MAY CONCERN:

Please take notice that the Planning Commission of the City of Brooklyn Center will hold a public hearing on **Thursday, June 13th, 2019,** at approximately 7:00 p.m., at Brooklyn Center City Hall, located at 6301 Shingle Creek Parkway, Brooklyn Center, Minnesota. A definite time for this application to be considered cannot be given as it will depend on the progression of the agenda items.

TYPE OF REQUEST: Preliminary & Final Plat for proposed Eastbrook Estates Subdivision and associated Planned Unit Development

PETITIONER: Tate Baxter (Centra Homes)

PROPERTY OWNERS: Economic Development Authority of Brooklyn Center; Outreach Six Acres, LLC; T-Mark Properties, LLC; Walter Wenholz

PROPERTIES NAMED IN THE PETITION BY LEGAL DESCRIPTION: Lot 27 Auditor's Subdivision Number 310; E 75 Ft Of W 175 Ft Of That Part Of Lot 27 Lying N Of The S 112 Ft Also That Part Of Lots 24 25 26 And 27 Said Auditors Subdivision No 310; Lot 28 Auditor's Subdivision Number 310; Lot 29 Auditor's Subdivision Number 310; Lot 30 Auditor's Subdivision Number 310; Lot 2 Block 1 Swanco Terrace; Outlot A of Ditzler Addition; Lot 2 Block 1 Eastbrook Estates; Lot 3 Block 1 Eastbrook Estates; Outlot A of Eastbrook Estates

PROPERTY IDS:
3611921120031; 3611921120033; 3611921120036; 3611921120037; 3611921120038; 3611921210106; 3611921210118; 3611921210120; 3611921210121; 3611921210125

BRIEF STATEMENT OF CONTENTS OF PETITION:

The Applicant is requesting preliminary and final plat approval for a subdivision of the currently un-platted Subject Properties located just south of 69th Ave N and west of Highway 252 and a Planned Unit Development to allow 30 new single family lots and related stormwater, roadway, and utility improvements. As part of the project, the applicant proposes to construct 30 single family owner-occupied homes on the subject property.

Questions, comments, statements of support or objections should be directed to Interim Associate Planner Joe Hartmann at (763) 569-3315 or email to jhartmann@ci.brooklyn-center.mn.us.

Auxiliary aids for persons with disabilities are available upon request at least 96 hours in advance. Please contact the City Clerk at

(763) 569-3300 to make arrangements.

Respectfully,
Joe Hartmann
Associate Planner / Housing &
Code Enforcement Inspector

Published in the
Sun Post
June 6, 2019
944551

M E M O R A N D U M

DATE: June 8, 2019

TO: Joseph Hartman, Interim Associate Planner

FROM: Andrew Hogg, Assistant City Engineer

SUBJECT: Preliminary Site Plan, PUD Amendment and Preliminary Plat Review – Eastbrook Estates 2nd Addition

---

Public Works staff reviewed the following documents submitted for review for the proposed Eastbrook Estates 2nd Addition:

- Preliminary Plans including Preliminary Plat, dated May 13, 2019

Subject to final staff Site Plan approval, the referenced plans must be revised in accordance with the following comments/revisions and approved prior to issuance of Land Alteration permit.

Sheets 0.1, 0.2

1. No comments.
2. Provide removals plan

Sheet 1.2 – Preliminary Plat

3. What is the purpose of Outlot B? Should be combined with Block 4.
4. The rear easement for Lots 1 - 8 of Block 3 should be 15' with a conveyance to prevent structures from being built within easement.
5. Page 1.2 – 68th Lane/5th Street Cul-de-sac encroaches onto adjacent property (doesn't match up with written legal description)
6. Legal descriptions and easement vacation documents must be obtained for all existing easements. Existing public easements as determined by the City must be vacated, and proposed easements must be dedicated as part of the preliminary and final platting process. The formal vacation document must contain an easement vacation description and depiction exhibit signed by a professional surveyor.
7. An updated certified abstract of title or registered property report must be provided to the City Engineer and City Attorney for review at the time of the preliminary plat application (within 30 days of preliminary plat application). Additionally, this will need to stay current and be updated through the approval process as required to maintain and be current within 30 days of the release of final plat.

Sheet 1.2 – Site Plan

8. Lot 1, Block 4 encroaches on rear setback
9. Lot 5, Block 4 encroaches on rear setback
10. Pond HWL should be contained within Outlot A
11. Curb radius call out should be consistent to either face or back of curb.
12. New curbs to be extended to meet/match existing curbs (5th Street, Sta 84+)

Sheet 3.1 – Grading Plan

13. Adjust EOF for existing Lot 2, Block 2 Eastbrook Estates (6806 Aldrich) to provide outlet for water to protect LO= 845.4.
14. LO should equal LF for SOG style pads
15. Adjust EOF for Lot 2, Block 1 due to lowering of SOG style pads.
16. Minimum rear swale grade shall be 2.0% (Block 2)
17. Grading & erosion control shown outside of property boundaries (City R/W, MnDOT R/W, Lot 28, Aud Subd 310, & Lot 1, Block 2 Eastbrook) – Developer shall be responsible to acquire any required permits or temporary easements.
18. Contours on south side of building pads for Lots 4 & 5, Block 3 show slopes of approximately 1.5:1 – 2:1. Slope should be 3:1 or less or retaining wall should be used.

Sheet 3.3 - 3.4 – Grading Details

19. Temporary grading for Split Entry units show a 2' hold down. Provide temporary drainage to ensure 48 hour Provide drainage drain/temporary grading
20. Pond should have 10' access bench or side slopes no greater than 4:1 (MN Stormwater Manual)
21. Sand filter basin elevations are incorrect, adjust to match plan.

Sheet 4.1 – Utility Plan

22. The developers shall to remove and replace the existing City water main reconnect services within the 68th Ave N right of way from Aldrich to 5th Street. City shall reimburse for temporary water service to existing residents, removal & replacement of water main and services, and reconnection to existing water main.
23. Install new gate valve at connections at 68th Ave & Aldrich
24. Add notes regarding type of connection at all water main connection locations
25. The water main connections on 5th Street is further south on 5th Street than shown, see redlines.

Sheet 5.1 – Utility Plan

26. FES 170 invert elevation is incorrect
27. OCS 171 rim & build elevations are incorrect
28. Pond shall be considered labeled private on plans and maintained by HOA. Maintenance agreement between HOA and City is required.
29. All storm sewer located outside of City R/W shall be considered private and maintained by HOA.
30. Relocate sand filter drain tile to be within Outlot A and/or provide 10' horizontal separation to water main.
31. Developer to acquire required permits from MnDOT for connection to MnDOT CBMH
32. Recommend minimum pipe size of 15" for storm sewer within public right of way.
33. CBMH 102 pipe angle may require oversized structure, verify size of structure.
34. Provide drain tile & cleanout for sand filter elevation information. Drain tile to have a minimum 1.0% slope.
35. Add additional pavement underdrains wherever 12" granular subbase is installed

36. Line weight/type of pipe between CBMH 141 & CBMH 142 is incorrect. Show as proposed pipe.
37. Confirm elevation, review grading and/or provide curb cut to eliminate CB 180
38. Provide information on valve on the sand filter drain tile line and why is it needed?
39. Install erosion protection for sand-filter media at FES 160
40. Check pipe crossing conflict with water main at CBMH 103
41. CBMH 151 – CB 152 pipe slopes & inverts are inconsistent
42. Pipe from OCS 171 to STMH 212 shall be sloped to provide min 3 fps velocity (self-cleaning).
43. Review existing storm pipe in Block 4, Lot 2. How will drainage from this existing pipe flow after reconstruction.
44. Check existing invert storm structure 212

Sheet 6.1 – Street Profiles

45. Vertical curves to meet MnDOT requirements – Min 90' vertical curve.

Sheet L1 – Landscape

46. Relocate replacement trees to outside of City R/W (south of pond)
47. Recommend additional trees/screening along MnDOT R/W (Block 4)
48. Do not recommend planting trees near sand filter due to potential contamination of the filter media

General Comments

49. See attached redlines
50. The applicant is responsible for coordinating site development plans with Xcel Energy, CenterPoint Energy, CenturyLink Communications and other private utility companies. Any further easements necessary to provide utility service to the proposed site development shall be dedicated to the public for public use with the final plat.
51. Upon project completion the applicant must submit an as-built survey of the property, improvements and utility service lines and structures; and provide certified record drawings of all project plan sheets depicting any associated private and/or public improvements, revisions and adjustments prior to issuance of the certificate of occupancy. The as-built survey must also verify that all property corners have been established and are in place at the completion of the project as determined and directed by the City Engineer.
52. Inspection for the private site improvements must be performed by the developer's design/project engineer. Upon project completion, the design/project engineer must formally certify through a letter that the project was built in conformance with the approved plans and under the design/project engineer's immediate and direct supervision. The engineer must be certified in the State of Minnesota and must certify all required as-built drawings (which are separate from the as-built survey).
53. The total disturbed area exceeds one acre, an NPDES permit is required. In addition, the total disturbed area is less than 15 acres for detached single –family residential; applicant must submit plans to the city for Shingle Creek Watershed Commission project review. Applicant meets requirements of the watershed's rules.

54. The City has submitted the plans to Minnesota Department of Transportation (Mn/DOT) for review. Applicant must meet requirements from the Mn/DOT review.
55. Utility Facilities Easement Agreement is required.

Prior to Issuance of a Land Alteration

56. Public improvements are required as part of the approval of this project. The development agreement must include provisions by the applicant to develop, design and construct all public roadway, streetscape and utility improvements on site and as required, all subject to the requirements and approval of the City. The following must also be submitted for City staff review and approval:
    - Qualifications of the design engineer must be presented to and approved by the City Engineer. Final plans must be approved by the City Engineer and other jurisdictional authorities as required.
    - A signed agreement with the City to guarantee that the developer will complete all public improvements to meet all City requirements.
    - A letter of credit or cash escrow in the amount of 125 percent of a bid cost or 150 percent of an estimated cost of the improvements.
    - Inspection of the public improvements must be performed by a certified inspector.
    - The City will only reduce or release the letter of credit or cash escrow for the public improvements upon receipt of as-built drawings and a letter certifying that the streets and utilities have been completed according to the plans approved by the City
    - Upon project completion, the design/project engineer must provide a final topography as-built survey, as-built record drawings of all public improvements and formally certify through a letter that the project was built in conformance with the approved plans. Inspection of the public improvements must be performed by a certified inspector or under the design/project engineer's immediate and direct supervision. The engineer must be certified in the State of Minnesota and must certify all required as-built drawings as determined by the City Engineer.
57. Final construction/demolition plans and specifications need to be received and approved by the City Engineer in form and format as determined by the City. The final plan must comply with the approved preliminary plan and/or as amended, as required by the City Engineer.
58. A Construction Management Plan and Agreement is required that addresses general construction activities and management provisions, traffic control provisions, emergency management provisions, storm water pollution prevention plan provisions, tree protection provisions, general public welfare and safety provisions, definition of responsibility provisions, temporary parking provisions, overall site condition provisions and non-compliance provisions. A separate $5,000 deposit will be required as part of the non-compliance provision.

Anticipated Permitting

59. A City Land Disturbance permit is required.
60. A MPCA NPDES permit is required.
61. Other permits not listed may be required and is the responsibility of the developer to obtain and warrant.

62. Copies of all required permits must be provided to the City prior to issuance of applicable building and land disturbance permits.
63. A preconstruction conference must be scheduled and held with City staff and other entities designated by the City.

The aforementioned comments are provided based on the information submitted by the applicant at the time of this review. Other guarantees and site development conditions may be further prescribed throughout the project as warranted and determined by the City.

Member introduced the following resolution and moved its adoption:

RESOLUTION NO.

RESOLUTION REGARDING DISPOSITION OF PLANNING COMMISSION APPLICATION NO. 2019-008 FOR APPROVAL OF A NEW PLANNED UNIT DEVELOPMENT WITH NEW ZONING CLASSIFICATION OF PUD-R1 PLANNED UNIT DEVELOPMENT – ONE FAMILY RESIDENCE AND PRELIMINARY/ FINAL PLAT APPROVAL FOR A SUBVISION OF THE SUBJECT PROPERTIES.

WHEREAS, Planning Commission Application No. 2019-008 submitted by Centra Homes (the "Applicant") requests review and consideration for a preliminary/final plat approval and Planned Unit Development (PUD) for the parcels located just south of 69th Ave N and west of Highway 252 and legally described in the attached Exhibit A ("Subject Properties"); and

WHEREAS, the Applicant proposes to replat the Subject Properties as EASTBROOK ESTATES 2ND ADDITION, as shown the plat attached hereto as Exhibit B, with 30 single-family lots and to construct certain public improvements on this approximately 7.55 acre site.

WHEREAS, the Planning Commission held a public hearing on the requested approvals on June 13th, 2019, heard from the Applicant and the members of the public who wished to speak to this matter, and voted to forward the application to the City Council with a recommendation that it be approved with certain conditions; and

WHEREAS, the City Council, at its June 24th, 2019 meeting, conducted a public hearing, considered the Planning Commission's recommendation, the Planning Commission Report dated June 13, 2019, the Planner's report made to the City Council, the goals and objectives of the City's Comprehensive Plan, and the applicable criteria and standards within the City Code related to the requested approvals; and

WHEREAS, the City Council determines the proposed development satisfies the requirements of the City Code, provided the Applicant complies with the conditions contained in this Resolution.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Brooklyn Center, Minnesota does hereby approve Planning Commission Application No. 2019-008, as submitted by Centra Homes LLC, for a preliminary/final plat approval and Planned Unit Development (PUD) for the Subject Properties based on the findings of fact, submitted plans, and the record of this matter, conditioned upon the approval and final adoption of an ordinance rezoning the Subject Properties, and provided the Applicant complies with all of the following conditions:

RESOLUTION NO.

Anticipated Permitting

1. The Applicant shall apply for and receive a City Land Disturbance permit prior to commencing any grading or land clearance activities on the site.
2. The Applicant shall apply for and receive an NPDES permit from the MPCA.
3. The Applicant shall submit plans to the city for Shingle Creek Watershed District review.
4. The Applicant shall apply for and receive all applicable City building permits prior to commencing construction of any structures.
5. Other permits not listed may be required and is the responsibility of the developer to obtain and warrant.
6. Copies of all required permits must be provided to the City prior to issuance of applicable building and land disturbance permits.
7. A preconstruction conference must be scheduled and held with City staff and other entities designated by the City.

PUD / Site Improvement Review

8. All driveways within the development shall not exceed the width of the garage.
9. Any modifications to the submitted plans shall be reviewed by City staff with respect to applicable codes prior to the issuance of permits, and fire related building code items shall be reviewed and approved by the Fire Chief.
    a. Any significant changes or modifications made to this request can only be made by an amendment to the approved Planned Unit Development as approved by the City Council.
10. Agreements:
    a. The Applicant shall enter into a Purchase Agreement with the Economic Development Authority of Brooklyn Center prior to the execution of the Final Plat.
    b. The Applicant shall enter into a PUD agreement with the City of Brooklyn Center prior to the execution of the Final Plat.
    c. The Applicant shall enter into a Performance Agreement with supporting financial guarantee approved by the City shall be executed prior to the issuance of a Land Disturbance Permit for site improvements.
    d. The Applicant shall enter into a Construction Management Plan and Agreement, and a $5,000 escrow deposited, prior to the issuance of a Land Disturbance Permit.
    e. The Applicant shall enter into a Public Improvement Agreement prior to the issuance of a Land Disturbance Permit.
    f. The Applicant shall enter into a Utility Facilities Easement Agreement prior to the issuance of a Land Disturbance Permit.
    g. The Applicant shall enter into a Stormwater Easement and Maintenance Agreement prior to the City's acceptance of any public infrastructure improvements.

    Some of the agreements listed above may be combined into a single agreement as the City Attorney may determine is appropriate.

RESOLUTION NO.

Engineering Review

11. The Applicant agrees to comply with all conditions or provisions noted in the City Engineer's Review memorandum, dated June 8, 2019 (Exhibit C).
    a. Final grading, drainage, utility, and erosion control plans and any other site engineering related issues are subject to review and approval by the City Engineer for City site and building plan approval and prior to the issuance of permits.

Fire Inspector/ Building Official Review

12. Gutters shall be required to be installed on each side of the building facing the side property lines to eliminate sloping problems and water build up in the easement.
13. Development of properties on 68th Lane N, 5th Street N and Camden Avenue N, must be built on established street within 300 feet of installed or existing hydrant. Exceptions may be granted with approval from the Building Official and Fire Inspector for lots than can be sufficiently accessed for fire protection.
14. Development shall have all electric, water, sewer, and curbing installed prior to the issuance of certificates of occupancy.
15. The Applicant shall work to ensure all applicable 2015 Minnesota Fire Code requirements have been met as part of any site plan approval.
16. The building plans are subject to review and approval by the Building Official with respect to applicable codes prior to the issuance of permits.
17. Final grading, drainage, utility and erosion control plans and any other site engineering elated issues are subject to review and approval by the City Engineer prior to the issuance of permits.

BE IT FINALLY RESOLVED, that City Council hereby: (1) directs staff to prepare all agreements required of the conditions of approval, subject to the approval of the City Attorney; (2) authorizes the Mayor and City Manager to execute such agreements on behalf of the City; and (3) authorizes City staff to take such other actions and to execute such documents as may be needed to carry out the intent of this Resolution.

June 24th, 2019 _____
Date

_____
Mayor

ATTEST: _____
City Clerk

The motion for the adoption of the foregoing resolution was duly seconded by member

and upon vote being taken thereon, the following voted in favor thereof:

RESOLUTION NO.

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

RESOLUTION NO.

EXHIBIT A

Legal Description of Subject Properties

RESOLUTION NO.

EXHIBIT B

Plat

[attached hereto]

CITY OF BROOKLYN CENTER

Notice is hereby given that a public hearing will be held on the 8th day of July, 2019, at 7:00 p.m. or as soon thereafter as the matter may be heard at City Hall, 6301 Shingle Creek Parkway, to consider an Ordinance amending Chapter 35 of the City Ordinances regarding the zoning classification of certain land located within Eastbrook Estates Second Addition.

Auxiliary aids for handicapped persons are available upon request at least 96 hours in advance. Please notify the City Clerk at 763-569-3306 to make arrangements.

ORDINANCE NO. 2019-__

AN ORDINANCE AMENDING CHAPTER 35 OF THE CITY CODE OF ORDINANCES REGARDING THE ZONING CLASSIFICATION OF LAND LOCATED GENERALLY WEST OF HIGHWAY 252, SOUTH OF 69TH AVENUE NORTH, NORTH OF 68TH AVENUE NORTH, AND EAST OF ALDRICH AVENUE NORTH

THE CITY COUNCIL OF THE CITY OF BROOKLYN CENTER DOES ORDAIN AS FOLLOWS:

Section 1. Rezoning. Chapter 35 of the City Ordinances of the City of Brooklyn Center is hereby amended as follows:

Section 35-1240. PLANNED UNIT DEVELOPMENT DISTRICT (PUD). The following property is hereby established as being within a (PUD) Planned Unit Development District Zoning Classification:

11. The following properties are designated as PUD/R-1 (Planned Unit Development/Single Family Residential):

Eastbrook Estates Second Addition, Lots 1 through 12, Block 1.

Eastbrook Estates Second Addition, Lots 1 through 5, Block 2.

Eastbrook Estates Second Addition, Lots 1 through 8, Block 3.

Eastbrook Estates Second Addition, Lots 1 through 5, Block 4.

Eastbrook Estates Second Addition, Outlot A.

Section 2. Effective Date. This ordinance shall become effective after adoption and upon thirty days following this ordinance's legal publication.

Adopted this _____ day of _____, 2019.

_____
Mayor

ATTEST:_____
City Clerk

Date of Publication _____

Effective Date _____

(Note: (~~Strikeout~~ text indicates matter to be delete, while <u>underline</u> indicates new matter.

COUNCIL ITEM MEMORANDUM

DATE: 6/24/2019

TO: Curt Boganey, City Manager

THROUGH: N/A

FROM: Tim Gannon, Chief of Police

SUBJECT: Resolution Approving the State of Minnesota Joint Powers Agreement with the City of Brooklyn Center on Behalf of its Police Department Regarding the Minnesota Internet Crimes Against Children Task Force (ICAC)

Requested Council Action:

- Motion to approve the renewal of the Joint Powers Agreement (JPA) between the Brooklyn Center Police Department and the State of MN to combat internet related crimes against children

Background:

On September 16, 2013, the Minnesota Department of Public Safety received a grant award of $347,101 from the Office of Justice Programs for funding to address internet crimes against children. In May of 2014, the Minnesota Department of Public Safety identified the Brooklyn Center Police department as a law enforcement agency with staff who had demonstrated advanced skills in fighting internet related crimes against children. The State followed that recognition with an invitation to join their Internet Crimes Against Children Task Force (ICAC).

There are ICAC task forces in every state in the US and all rely on the partnerships with key law enforcement agencies. As part of joining the MN ICAC task force, the Brooklyn Center Police Department will receive advanced computer forensic software and training all paid for by a grant issued from the Office of Justice Programs. There will be no increase in Brooklyn Center Police staff needed to accommodate the requirements of this Joint Powers Agreement.

Brooklyn Center Police Department has been an ICAC member since 2015, this is intended to renew that existing partnership if approved by Council action.

Budget Issues:

No budget consideration necessary.

Strategic Priorities and Values:

Safe, Secure, Stable Community

ATTACHMENTS:

Description	Upload Date	Type
JPA for ICAC	5/28/2019	Cover Memo
ICAC resolution	5/28/2019	Cover Memo

STATE OF MINNESOTA

JOINT POWERS AGREEMENT
MINNESOTA INTERNET CRIMES AGAINST CHILDREN TASK FORCE

This Joint Powers Agreement ("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 Center on behalf of its Police Department, 6645 Humboldt Avenue North, Brooklyn Center, MN 55430" ("Governmental Unit").

Recitals

Under Minnesota Statutes, § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. The parties wish to work together to investigate and prosecute crimes committed against children and the criminal exploitation of children that is committed and/or facilitated by or through the use of computers, and to disrupt and dismantle organizations engaging in these activities. The Governmental Unit wants to participate in the Minnesota Internet Crimes Against Children (ICAC) Task Force and be provided reimbursement of the following: equipment, training, and expenses (including travel and overtime) as are incurred by law enforcement as a result of ongoing investigations.

Agreement

1. Term of Agreement

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

1.2 Expiration Date. This Agreement expires five years from the date it is effective unless terminated earlier pursuant to clause 12.

2. Purpose

The Governmental Unit and BCA enter into this Agreement to implement a three-pronged approach of prevention, education and enforcement to combat internet crimes against children. This Agreement provides the mechanism to reimburse the Governmental Unit for equipment, training and expenses (including travel and overtime), which are incurred by law enforcement as a result of these investigations.

3. Standards

The Governmental Unit will adhere to the ICAC Program standards identified below.

3.1 Investigate activities related to internet crimes and the exploitation of children through the use of computers.

3.2 Investigate organizations to disrupt and dismantle crimes committed against children.

3.3 Investigators will follow appropriate state and/or federal laws in obtaining arrest warrants, search warrants and civil and criminal forfeitures. Investigators will follow proper legal procedures in securing evidence, including electronic devices.

3.4 Investigators will understand and use appropriate legal procedures in the use of informants including documentation of identity, monitoring of activities, and use and recordation of payments.

3.5 Investigators will use, as appropriate, the most current investigative technologies and techniques.
3.6 Investigators must be licensed Minnesota peace officers.
3.7 Investigators will comply with the guidelines of the Department of Justice Internet Crimes Against Children Program Operational and Investigative Standards.

4. Responsibilities of the Governmental Unit and the BCA

4.1 The Governmental Unit will:

4.1.1 Assign a Governmental Unit point of contact to act as the liaison between it and the BCA ICAC Project Commander to assist in reimbursement deadlines.
4.1.2 Submit an ICAC reimbursement request for pre-approval of funds. This request shall include a description of the item requested for reimbursement and an explanation of how it qualifies under the required criteria in Clauses **3.1** and **3.2** and an operational plan.
4.1.3 Conduct investigations in accordance with provisions of the ICAC Operational and Investigative Standards, identified in Clause 3.7 above, and conclude the investigations in a timely manner.
4.1.4 Allow BCA to inform participating agencies of potential case connections based on data submitted to BCA through the ICAC Program.
4.1.5 Not comingle ICAC funds with any other existing federal or state grant funded overtime or additional local Governmental Unit funding.

4.2 The BCA will:

4.2.1 Provide a Senior Special Agent who will serve as the Commander of the Task Force.
4.2.2 Review and approve or decline reimbursement requests under clause 4.1.2 within seven (7) business days of the reimbursement request.

4.3 Nothing in this Agreement shall otherwise limit the jurisdiction, powers, and responsibilities normally possessed by a Governmental Unit acting through its employees.

5. Payment

5.1 To receive reimbursement for an expense, Governmental Unit must make a request for reimbursement to the BCA Authorized Representative under the required criteria for operational and investigative standards.
5.2 To receive approved reimbursement, Governmental Unit must submit an expense form no later than 15 business days after the end of the month during which the expense is incurred.
5.3 The BCA will pay the Governmental Unit within thirty (30) calendar days of the submission of the expense form.
5.4 In the event Governmental Unit breaches this Agreement, it will not be eligible to receive reimbursement for any expenses.

6. Authorized Representatives

The BCA's Authorized Representative is the following person or his successor:

Name:	Donald Cheung, Senior Special Agent/Commander of MN ICAC
Address:	Department of Public Safety; Bureau of Criminal Apprehension 1430 Maryland Street East Saint Paul, MN 55106
Telephone:	651.793.7000
E-mail Address:	donald.cheung@state.mn.us

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

Name	Tim Gannon
Address:	6645 Humboldt Avenue North Brooklyn Center, MN 55430
Telephone:	763-503-3201
E-mail Address:	tgannon@ci.brooklyn-center.mn.us

If the Governmental Unit's Authorized Representative changes at any time during this Agreement, the Governmental

Unit must immediately notify the BCA.

7. Assignment, Amendments, Waiver, and Agreement Complete

7.1 Assignment. The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement.

7.2 Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

7.3 Waiver. If the BCA fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

7.4 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.

8. Liability

The BCA and the Governmental Unit agree 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. The BCA's liability shall be governed by provisions of the Minnesota Tort Claims Act, Minnesota Statutes, § 3.736, and other applicable law. The Governmental Unit's liability shall be governed by provisions of the Municipal Tort Claims Act, Minnesota Statutes, §§ 466.01-466.15, and other applicable law.

9. Audits

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

10. Government Data Practices

The Governmental Unit and the BCA must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 and other applicable law, as it applies to all data provided by the BCA 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 civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.

If the Governmental Unit receives a request to release the data referred to in this Clause, the Governmental Unit must immediately notify the State. The State will give the Governmental Unit instructions concerning the release of the data to the requesting party before the data is released.

11. Venue

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

12. Expiration and Termination

12.1 Either party may terminate this Agreement at any time, with or without cause, upon 30 days written notice to the other party. To the extent funds are available, the Governmental Unit shall receive reimbursement in accordance with the terms of this Agreement through the date of termination.

12.2 In the event that federal funding is no longer available, the BCA will email the Governmental Unit's Authorized Representative and terminate the Agreement. The termination will be effective two (2) business days after email notification to the Governmental Unit; and the Governmental Unit shall receive reimbursement in accordance with the terms of this Agreement through the date of termination.

13. Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: 8, Liability; 9, Audits; 10, Government Data Practices; and 11, Venue.

The parties 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

Member introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

RESOLUTION APPROVING THE STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF BROOKLYN CENTER ON BEHALF OF ITS POLICE DEPARTMENT REGARDING THE MINNESOTA INTERNET CRIMES AGAINST CHILDREN TASK FORCE ("ICAC")

WHEREAS, it has been proposed that the City on behalf of its Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to utilize applicable state and federal laws to investigate and prosecute crimes committed against children and the criminal exploitation on children that is committed and/or facilitated by or through the use of computers; and

WHEREAS, Minnesota Internet Crimes Against Children Task Force officers collaborate with and obtain information from other agencies to improve the safety of the City of Brooklyn Center; and

WHEREAS, Minnesota Internet Crimes Against Children Task Force officers can extend the range of intelligence to better prevent internet related crime against children; and

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Brooklyn Center that the City Manager and Police Chief, are designated as the Authorized Representatives of the Police Department be and hereby are authorized to accept and implement the proposed Minnesota Internet Crimes Against Children Task Force Joint Powers Agreement. The Authorized Representatives are 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.

_____ _____

Date Mayor

ATTEST: _____

City Clerk

The motion for the adoption of the foregoing resolution was duly seconded by member

and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:
whereupon said resolution was declared duly passed and adopted.

COUNCIL ITEM MEMORANDUM

DATE: 6/24/2019

TO: Curt Boganey, City Manager

THROUGH: N/A

FROM: Tim Gannon, Chief of Police

SUBJECT: Resolution Approving the State of Minnesota Joint Powers Agreement with the City of Brooklyn Center on Behalf of its Police Department Regarding the Minnesota Financial Crimes Task Force (MNFCTF)

Requested Council Action:

- Motion to approve the MN Financial Crimes Task Force Joint Powers Agreement (JPA) with the Brooklyn Center Police Department

Background:

This Multiple-Agency Law Enforcement Joint Powers Agreement, and amendments and supplements thereto, ("Agreement") is between the State of Minnesota, acting through its Commissioner of Public Safety on behalf of the Bureau of Criminal Apprehension ("State" or "BCA"), empowered to enter into this Agreement pursuant to Minnesota Statutes § 471.59, subdivisions 10 and 12, and City of Brooklyn Center acting on behalf of its Police Department, 6645 Humboldt Ave N, Brooklyn Center, MN 55430 ("Governmental Unit"), empowered to enter into this Agreement pursuant to Minnesota Statutes § 471.59, subdivision 10.

The Brooklyn Center Police Department approves, authorizes, and enters into this Agreement with the purpose of implementing a three-pronged approach to combat financial crimes: **prevention, education and enforcement.**

Budget Issues:

There are no budget issues to consider.

Strategic Priorities and Values:

Safe, Secure, Stable Community

ATTACHMENTS:

Description	Upload Date	Type
MNFCTF	5/28/2019	Cover Memo
Resolution	6/19/2019	Backup Material

STATE OF MINNESOTA
FINANCIAL CRIMES TASK FORCE
MULTIPLE-AGENCY LAW ENFORCEMENT JOINT POWERS AGREEMENT

This Multiple-Agency Law Enforcement Joint Powers Agreement, and amendments and supplements thereto, ("Agreement") is between the State of Minnesota, acting through its Commissioner of Public Safety on behalf of the Bureau of Criminal Apprehension ("State" or "BCA"), empowered to enter into this Agreement pursuant to Minnesota Statutes § 471.59, subdivisions 10 and 12, and City of Brooklyn Center acting on behalf of its Police Department, 6645 Humboldt Ave N, Brooklyn Center, MN 55430 ("Governmental Unit"), empowered to enter into this Agreement pursuant to Minnesota Statutes § 471.59, subdivision 10.

WHEREAS, the Governmental Unit wishes to participate in the Minnesota Financial Crimes Task Force ("MNFCTF") established to investigate and prosecute identity theft and related financial crimes;

NOW THEREFORE, the parties agree as follows:

1. **Term**
   - **1.1 Effective Date.** This Agreement is effective on the date State obtains all required signatures pursuant to Minnesota Statutes § 16C.05, subdivision 2.
   - **1.2 Expiration Date.** This Agreement expires five (5) years from the Effective Date unless terminated earlier pursuant to clause 12.

2. **Purpose**
   The Governmental Unit approves, authorizes, and enters into this Agreement with the purpose of implementing a three-pronged approach to combat financial crimes: **prevention, education and enforcement**.

3. **Standards**
   The Governmental Unit will adhere to the Minnesota Financial Crimes Task Force Standards identified below:
   - **3.1** Provide and assign only licensed peace officers for services pursuant to this Agreement.
   - **3.2** Investigate major financial crimes by organized groups or individuals related to identity theft, e.g. bank fraud, wire fraud, access device fraud, commercial fraud, retail fraud and other similar economically-related forms of fraud (as defined in Minnesota Statutes § 609.52).
   - **3.3** Prepare an investigative plan for each case assigned which will include: the identification of witnesses and witness statements; and obtaining and analyzing appropriate bank and business records.
   - **3.4** Prepare a case synopsis which will include witness lists and relevant evidence for presentation to state and/or federal prosecutors for prosecution.
   - **3.5** Comply with state and/or federal laws in obtaining arrest warrants, search warrants and civil and criminal forfeitures including compliance with proper legal procedures in securing evidence and, when applicable, recovery of computers.
   - **3.6** Understand and use appropriate legal procedures in the handling of informants including documentation of identity, monitoring of activities, use and recordation of payments.

3.7 Use, as appropriate, a comprehensive portfolio of investigative technologies and techniques including surveillance, covert technologies and undercover assignments.

3.8 Interview and prepare reports on the victims of financial crimes, directing those victims to appropriate public and private resources to assist them in the recovery of their identities.

3.9 Investigate cases involving cross-jurisdictional and/or organized financial crime and high value theft schemes. [Note: An assignment may require travel throughout Greater Minnesota in addition to the seven county metropolitan area as investigations expand or as assigned by the task force commander.]

4. Responsibilities of the Governmental Unit and the BCA

4.1 The Governmental Unit will:

4.1.1 Conduct investigations in accordance with provisions of the Minnesota Financial Crimes Task Force Standards, identified in clause 3 above, and conclude such investigations in a timely manner.

4.1.2 Maintain accurate records pertaining to prevention, education, and enforcement activities, to be collected and forwarded quarterly to the MNFCTF Commander, or the Commander's designee, for statistical reporting purposes.

4.1.3 Assign one or more employees of the Governmental Unit as members to the MNFCTF. All employees of the Governmental Unit assigned as members, and while performing MNFCTF assignments, shall continue to be employed and directly supervised by the same Governmental Unit currently employing that member. All services, duties, acts or omissions performed by the MNFCTF member will be within the course and duty of the member's employment and therefore covered by the Workers Compensation and other compensation programs of the Governmental Unit including fringe benefits.

4.1.4 Make a reasonable good faith attempt to be represented at all scheduled MNFCTF meetings in order to share information and resources among the MN FCTF members.

4.1.5 Participate fully in any audits required by the Minnesota Financial Crimes Task Force.

4.2 The parties mutually agree that any investigators assigned to the MNFCTF by the Governmental Unit will be provided an undercover vehicle and basic equipment, e.g. gun, handcuffs, vest, etc., by the Governmental Unit.

4.3 Nothing in this Agreement shall otherwise limit the jurisdiction, powers, and responsibilities normally possessed by a member as an employee of the Governmental Unit.

5. Reimbursement Requests and Payments

5.1 Upon the Effective Date of this Agreement, the Governmental Unit will be entitled to reimbursements in accordance with clause 5.3.

5.2 The Governmental Unit will submit a written request to the MNFCTF Commander prior to receiving a reimbursement from the BCA in accordance with clause 5.3. All requests will be submitted using the **Financial Crimes Task Force Outside Agency Reimbursement** form which will be provided by the BCA upon request from the Governmental Unit.

5.3 The Governmental Unit will only be reimbursed by the BCA for the following expenses which must be **pre-approved** by the MNFCTF Commander: 1) overtime salary including fringe benefits; 2) equipment; 3) training and training-related expenses directly incurred and relating to performance of MNFCTF assignments.

5.4 Reimbursement by the BCA to the Governmental Unit will be made until all designated member funds have been expended.

5.5 BCA shall reimburse Governmental Unit an amount not to exceed Fifty Thousand and 00/100 Dollars ($50,000.00) during the Term of this Agreement.

5.6 The Governmental Unit shall submit original receipts when seeking reimbursement on pre-approved requests. Approved reimbursements will be paid directly by the BCA to the Governmental Unit within thirty (30) days after the BCA receives reimbursement request. Reimbursement to the Governmental Unit will be paid to Brooklyn Center Police Department, 6645 Humboldt Ave N, Brooklyn Center, MN 55430.

6. Authorized Representatives

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

Name:	Scott D. Mueller, MNFCTF Commander
Address:	Department of Public Safety; Bureau of Criminal Apprehension 1430 Maryland Street East Saint Paul, MN 55106
Telephone:	651.793.1129
E-mail Address:	scott.d.mueller@state.mn.us

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

Name:	Tim Gannon, Chief
Address:	Brooklyn Center Police Department 6645 Humboldt Ave N Brooklyn Center, MN 55430
Telephone:	763.569.3333
E-mail Address:	tgannon@ci.brooklyn-center.mn.us

7. Assignment, Amendments, Waiver, and Agreement Complete

7.1 Assignment. The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement.

7.2 Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

7.3 Waiver. If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

7.4 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.

8. Liability

The BCA and the Governmental Unit agree 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. The BCA's liability shall be governed by provisions of the Minnesota Tort Claims Act, Minnesota Statutes § 3.736, and other applicable law. The Governmental Unit's liability shall be governed by provisions of the Municipal Tort Claims Act, Minnesota Statutes §§ 466.01-466.15, and other applicable law.

9. Audits

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

10. Government Data Practices

The Governmental Unit and the BCA must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the BCA 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 civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.

If the Governmental Unit receives a request to release the data referred to in this clause, the

Governmental Unit must immediately notify the BCA. The BCA will give the Governmental Unit instructions concerning the release of the data to the requesting party before the data is released.

11. Venue

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

12. Expiration and Termination

12.1 Either party may terminate this Agreement at any time, with or without cause, upon 30 days written notice to the other party. To the extent funds are available, the Governmental Unit shall receive reimbursement in accordance with the terms of this Agreement through the date of termination.

12.2 Upon expiration or earlier termination of this Agreement, the Governmental Unit shall provide the MNFCTF Commander, in a timely manner, all investigative equipment that was acquired with funding received under this Agreement.

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

For services valued in excess of $50,000, the Governmental Unit certifies that as of the date of services performed on behalf of the BCA, the 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 BCA. The 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 the Governmental Unit and made available to the BCA upon request.

14. Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: 8, Liability; 9, Audits; 10, Government Data Practices; and 11, Venue.

THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK

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

GOVERNMENTAL UNIT

Governmental Unit certifies that the appropriate persons 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: _____ Date
Governmental Unit

_____ _____
Governmental Unit Title: Date

_____ _____
Governmental Unit Title: Date

DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

_____ _____
Superintendent Date

COMMISSIONER OF ADMINISTRATION
As delegated to the Office of State Procurement

_____ _____

By and Title: _____ Date

STATE ENCUMBRANCE VERIFICATION
Individual certifies that funds have been encumbered as required by Minnesota Statutes §§ 16A.15 and 16C.05.

_____ _____
Date

SWIFT P.O. Number: 3-59016

Member introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

RESOLUTION APPROVING THE STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF BROOKLYN CENTER ON BEHALF OF ITS POLICE DEPARTMENT REGARDING THE MINNESOTA FINANCIAL CRIMES TASK FORCE ("MNFCTF")

WHEREAS, it has been proposed that the City on behalf of its Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, and Bureau of Criminal Apprehension to utilize applicable state and federal laws to investigate and prosecute identity theft and related financial crimes.

WHEREAS, Minnesota Financial Crimes Task Force officers collaborate with and obtain information from other agencies to improve the safety of the City of Brooklyn Center; and

WHEREAS, Minnesota Financial Crimes Task Force can extend the range of intelligence to better prevent financial crimes; and

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Brooklyn Center that the City Manager and Police Chief, are designated as the Authorized Representatives of the Police Department be and hereby are authorized to accept and implement the proposed Minnesota Financial Crimes Task Force Joint Powers Agreement. The Authorized Representatives are 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.

_____ _____

Date Mayor

ATTEST: _____

City Clerk

The motion for the adoption of the foregoing resolution was duly seconded by member

and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:
whereupon said resolution was declared duly passed and adopted.

Eastbrook Estates, 2nd Addition

REQUEST:

(1) Planned Unit Development and Preliminary and Final Plat

(2) 1st Reading of Ordinance to Rezone to PUD/R-1

Item 9.a

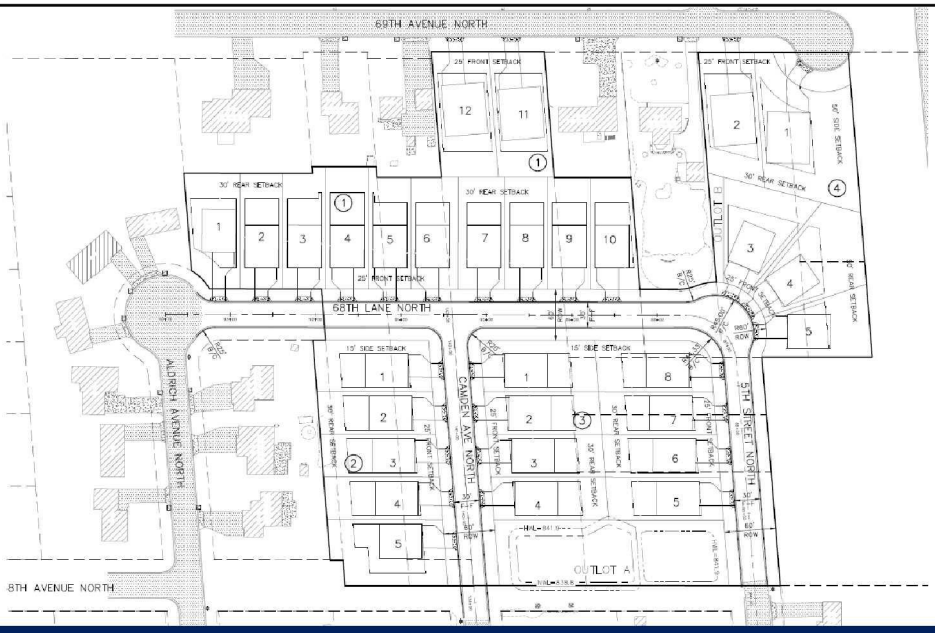
June 24, 2019, City Council Meeting

Joe Hartmann | Interim Associate Planner

Background & Request

- November 2018 – EDA received proposals from interested dvelopers to develop Eastbrook Estates
- December 2018 - EDA adopted PDA with Centra Homes for the construction of 30-32 single family homes and infrastructure including utilities, new roads, and storm water ponding on EDA-owned property.
- April 2019 – EDA approved a new PDA with a revised concept form Centra Homes

2



Site Plan

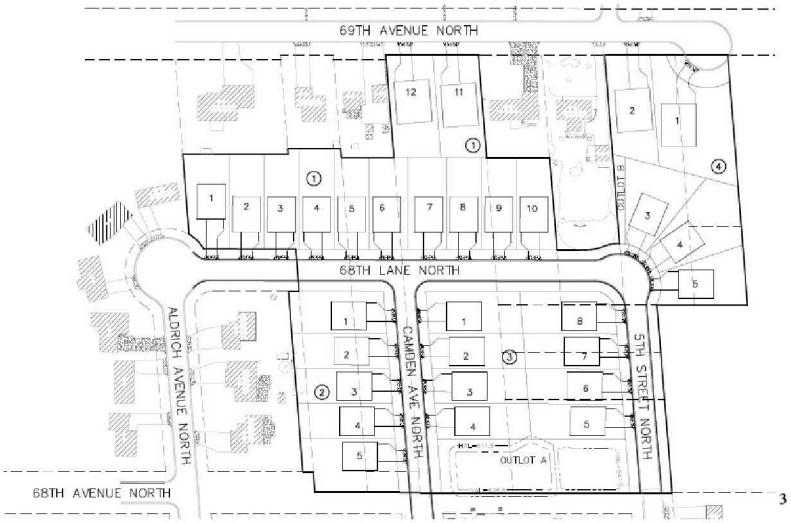
- Requested standard width and total lot area for units in this subdivision would be smaller than what is allowed within R1 zone for interior and corner lots, but staff does not anticipate negative impact of proposed setbacks.

	Current Standard	Requested Flexibility
Lot Area (Sq. Ft.) Two-Story	9,500 / unit (interior lot) 10,500 / unit (corner lot)	6,560 / unit (interior lot) 7,891 / unit (corner lot)
Lot Width (Ft.)	75 feet	50 feet Two-Story 65 feet Multi-Level
Setbacks (Ft.) Two-Story	Front: 35 feet (from ROW) Back: 25 feet Side: 10 feet (interior); 5 feet (garage); 25 feet (corner)	Front: 25 feet (from ROW) Back: 30 feet Side: 5 feet (interior); 15 feet (corner)
Setbacks (Ft.) Multi-Level	Front: 35 feet Back: 25 feet Side: 10 feet (interior); 5 feet (garage)	Front: 25 feet (from ROW) Back: 25 feet Side: 10 feet (house side); 5 feet (garage)

4

Site Plan

- Side and interior setback requirements are consistent with existing conditions for homes in other neighborhoods within Brooklyn Center



Architectural Materials

- Homes will have exterior stone, vinyl siding, board and batten or shakes, and 30-year shingles. Each floorplan will provide variety to neighborhood and streetscape.
- Homes feature tuck-under garages and driveways will be roughly 40’ measured from curb to garage door.

CENTRA HOMES - EASTBROOK ESTATE
CONCEPTUAL ELEVATION
2019.05.09
SCALE: 1/8" = 1'-0"
Godden|Sudik ARCHITECTS

7

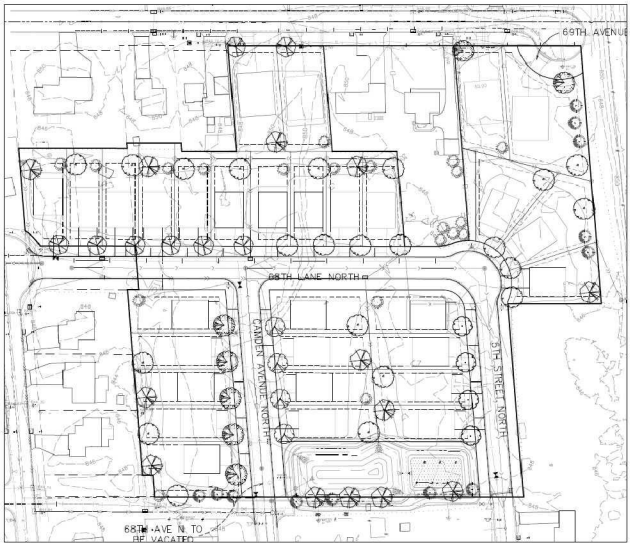
Stormwater

- Development provides two stormwater treatment features. There will be a treatment pond and an "iron infused" filtration basin.
- Outlot to the south of subdivision would be utilized as treatment pond that would be owned and maintained by the new property owners through covenants.
- Stormwater treatment features will improve downstream stormwater quality by removing sediment and phosphorus.
- Staff is working with developer and City Attorney to address concerns raised by the Planning Commission related to the management of the stormwater pond

8

Landscaping Plan

- Upon completion, 90 trees will be planted with overstory, coniferous, and ornamental varieties
- City does not currently have tree removal or landscaping standards for single family residential developments



9

Approval Conditions

Engineering Review:

- Compliance with City Engineer's Memo, dated June 8, 2019.
- Developer will construct, at their expense, all roadways, stormwater, sewer connections, fire hydrants, and other utilities such as electric, water and sewer connections per City standards. Infrastructure will be turned over to City upon completion of project.

10

Approval Conditions

Building Official Review:

- As a condition of approval for PUD, all properties shall be required to install gutters on each side of building facing side property lines.
- Development of properties on 68th Ln N, 5th St N and Camden Ave N, must be built on established street within 300 feet of installed or existing hydrant.
- Development shall have all electric, water, sewer, and curbing installed prior to the issuance of certificates of occupancy.

Summary

- The Planning Commission held a public hearing for the preliminary/final plat and PUD amendment on June 13th.
- The Applicant was present for the hearing to answer questions, and comments were received from the public.
- Decision: Planning Commission voted (6-0) to recommend approval.

Requested Action

Following close of public hearing:

(i) Motion to adopt a resolution to approve Planning Commission Application No. 2019-008 for a Preliminary and Final Plat and Planned Unit Development for Eastbrook Estates Second Addition, based on the findings of fact and the submitted plans, as amended by the conditions of approval in the resolution

(ii) Motion to approve a first reading of an ordinance amending Chapter 35 of the Zoning Code of Ordinances regarding the zoning classification of Eastbrook Estates Second Addition, and set the second reading and public hearing for July 8, 2019

COUNCIL ITEM MEMORANDUM

DATE: 6/24/2019

TO: Curt Boganey, City Manager

THROUGH: N/A

FROM: Tim Gannon, Chief of Police

SUBJECT: Resolution Approving the State of Minnesota Joint Powers Agreement with the City of Brooklyn Center on Behalf of its Police Department Regarding the Minnesota Human Trafficking Investigators Task Force (MNHITF)

Requested Council Action:

- Motion to approve the Joint Powers Agreement between the Brooklyn Center Police Department and the State of MN to investigate and prosecute human trafficking and sexual exploitation of children

Background:

Under Minnesota Statutes, § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. The parties wish to work together to investigate and prosecute human trafficking and sexual exploitation of children. The Governmental Unit wants to participate in the Minnesota Human Trafficking Investigators Task Force ("MNHITF") as an affiliate member.

The Brooklyn Center Police Department and BCA enter into this Agreement to make the Police Department part of the Minnesota Human Trafficking Investigators Task Force that will use a three-pronged approach to combat human trafficking and the sexual exploitation of children: **prevention, education and enforcement.** The BCA will provide a Senior Special Agent who will serve as the Commander of the task force.

Budget Issues:

There are no budget issues to consider.

ATTACHMENTS:

Description	Upload Date	Type
Human Trafficking JPA	5/28/2019	Cover Memo
Resolution	5/28/2019	Cover Memo

STATE OF MINNESOTA
HUMAN TRAFFICKING INVESTIGATORS TASK FORCE
JOINT POWERS AGREEMENT

This Joint Powers Agreement ("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 Center on behalf of its Police Department ("Governmental Unit"),

Recitals

Under Minnesota Statutes, § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. The parties wish to work together to investigate and prosecute human trafficking and sexual exploitation of children. The Governmental Unit wants to participate in the Minnesota Human Trafficking Investigators Task Force ("MNHITF") as an affiliate member.

Agreement

1. **Term of Agreement**
   - **1.1 Effective Date.** This Agreement is effective on the date BCA obtains all required signatures pursuant to Minnesota Statutes,§ 16C.05, subdivision 2.
   - **1.2 Expiration Date.** This Agreement expires December 31, 2019, unless terminated earlier pursuant to clause 12.

2. **Purpose**
   The Governmental Unit and BCA enter into this Agreement to make the Governmental Unit part of the Minnesota Human Trafficking Investigators Task Force that will use a three-pronged approach to combat human trafficking and the sexual exploitation of children: **prevention, education and enforcement.** The BCA will provide a Senior Special Agent who will serve as the Commander of the task force.

3. **Standards**
   The Governmental Unit will adhere to the MNHITF Standards identified below.
   - **3.1** Investigate human trafficking crimes committed by organized groups or individuals related to child sexual exploitation, sex trafficking with a focus on minors being trafficked, and labor trafficking.
   - **3.2** Investigators will follow appropriate state and/or federal laws in obtaining arrest warrants, search warrants and civil and criminal forfeitures. Investigators will follow proper legal procedures in securing evidence, including electronic devices.
   - **3.3** Investigators will understand and use appropriate legal procedures in the use of informants including documentation of identity, monitoring of activities, and use and recordation of payments.
   - **3.4** Investigators will use, as appropriate, a broad array of investigative technologies and techniques.
   - **3.5** Investigators will interview and prepare reports of victim rescues and be able to direct those victims to appropriate public and private resources to help ensure their safety and integration back into society.
   - **3.6** Affiliate Task Force members must be able to dedicate sufficient time to the task force to

complete their assigned duties for the duration of the term of this Agreement.
3.7 Investigators must be licensed peace officers.
3.8 Affiliate members will investigate cases involving cross-jurisdictional, high impact and/or organized groups involving human trafficking. The assignment may require investigators to travel to neighboring jurisdictions as investigations expand or as assigned by the task force commander.
3.9 Affiliate members will be asked to participate in pro-active operations deterring sexual exploitation of children and rescuing victims of human trafficking primarily focused on minors with the goal of identifying their traffickers.
3.10 Affiliate Task Force members will prepare an operational briefing sheet for each active operation, to be approved by the task force commander.
3.11 Affiliate Task Force members will prepare investigative reports to be submitted to the task force commander. Affiliate members must submit statistics to the task force commander on a monthly basis.
3.12 Affiliate members are assigned to their home agencies and may request assistance and resources on a case-by-case basis as approved by the task force commander.
3.13 Affiliate members must deconflict case investigations with the MNHITF deconfliction system.

4. Responsibilities of the Governmental Unit and the BCA

4.1 The Governmental Unit will:

4.1.1 Conduct investigations in accordance with provisions of the MNHITF Standards, identified in clause 3 above, and conclude such investigations in a timely manner.

4.1.2 Maintain accurate records of prevention, education, and enforcement activities, to be collected and forwarded quarterly to the BCA for statistical reporting purposes.

4.1.3 Assign, on a part-time basis, one or more employees of the Governmental Unit as members to the MNHITF. All employees of the Governmental Unit assigned as members, and while performing MNHITF assignments, shall continue to be employed and directly supervised by the same Governmental Unit currently employing that member. All services, duties, acts or omissions performed by the MNHITF member will be within the course and duty of the member's employment and therefore covered by the Workers Compensation and other compensation programs of the Governmental Unit including fringe benefits.

4.1.4 Make a reasonable good faith attempt to be represented at all scheduled MNHITF meetings in order to share information and resources among the MNHITF members.

4.1.5 Participate fully in any audits required by the Minnesota Human Trafficking Task Force.

4.2 Nothing in this Agreement shall otherwise limit the jurisdiction, powers, and responsibilities normally possessed by a member as an employee of the Governmental Unit.

5. Payment

5.1 Governmental Unit must first submit a written request for funds and receive approval for the funds from SCA

5.2 Governmental Unit must supply original receipts to be reimbursed on pre-approved requests. Approved reimbursement will be paid directly by the SCA to the Governmental Unit within thirty (30) calendar days of the date of the invoice with payment made to the address listed above.

6. Authorized Representatives

The BCA's Authorized Representative is:

Name:	Jeffrey Hansen, Deputy Superintendent
Address:	Department of Public Safety; Bureau of Criminal Apprehension 1430 Maryland Street East Saint Paul, MN 55106
Telephone:	651.793.7000
E-mail Address:	jeff.hansen@state.mn.us

The Governmental Unit's Authorized Representative is:

Name	Tim Gannon, Chief
Address:	6645 Humboldt Ave N Brooklyn Center, MN 55430
Telephone:	763.569.3333
E-mail Address:	tgannon@ci. brooklyn-center.mn .us

7. Assignment, Amendments, Waiver, and Agreement Complete

7.1 Assignment. The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement.

7.2 Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

7.3 Waiver. If the BCA fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

7.4 Agr eement 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.

8. Liability

The BCA and the Governmental Unit agree 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. The BCA's liability shall be governed by provisions of the Minnesota Tort Claims Act, Minnesota Statutes,§ 3.736, and other applicable law. The Governmental Unit's liability shall be governed by provisions of the Municipal Tort Claims Act, Minnesota Statutes, §§ 466.01-466.15, and other applicable law.

9. Audits

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

10. Government Data Practices

The Governmental Unit and the BCA must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 and other applicable law, as it applies to all data provided by the BCA 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 civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.

11. Venue

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

12. Expiration and Termination

12.1 Either party may terminate this Agreement at any time, with or without cause, upon 30 days written notice to the other party. To the extent funds are available, the Governmental Unit shall receive reimbursement in accordance with the terms of this Agreement through the date of termination.

12.2 Upon expiration or earlier termination of this Agreement, the Governmental Unit shall provide the MNHITF Commander all investigative equipment that was acquired under this Agreement.

13. Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: 8, Liability; 9, Audits; 10, Government Data Practices; and 11, Venue.

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

1. GOVERNMENTAL UNIT

Name:_ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _

(PRINTED)

Signed: _____

Title:_____

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: _____

4. COMMISSIONER OF ADMINISTRATION

delegated to Materials Management Division

By:

Date:_____

Member introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

RESOLUTION APPROVING THE STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF BROOKLYN CENTER ON BEHALF OF ITS POLICE DEPARTMENT REGARDING THE MINNESOTA HUMAN TRAFFICKING INVESTIGATORS TASK FORCE (MNHITF")

WHEREAS, it has been proposed that the City on behalf of its Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, and Bureau of Criminal Apprehension to utilize applicable state and federal laws to investigate and prosecute human trafficking and sexual exploitation.

WHEREAS, Minnesota Human Trafficking Investigators Task Force officers collaborate with and obtain information from other agencies to improve the safety of the City of Brooklyn Center; and

WHEREAS, Minnesota Human Trafficking Investigators Task Force can extend the range of intelligence to better prevent sexual exploitation and violence; and

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Brooklyn Center that the City Manager and Police Chief, are designated as the Authorized Representatives of the Police Department be and hereby are authorized to accept and implement the proposed Minnesota Human Trafficking Investigators Task Force Joint Powers Agreement. The Authorized Representatives are 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.

_____ _____

Date Mayor

ATTEST: _____

City Clerk

The motion for the adoption of the foregoing resolution was duly seconded by member

and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:
whereupon said resolution was declared duly passed and adopted.

Economic Development Authority
City Hall - Council Chambers
June 24, 2019

AGENDA

1. Call to Order

The City Council requests that attendees turn off cell phones and pagers during the meeting. A copy of the full City Council packet, including EDA (Economic Development Authority), is available to the public. The packet ring binder is located at the entrance of the council chambers.

2. Roll Call

3. Approval of Consent Agenda

The following items are considered to be routine by the Economic Development Authority (EDA) and will been acted by one motion. There will be no separate discussion of these items unless a Commissioner so requests, in which event the item will be removed from the consent agenda and considered at the end of Commission Consideration Items.

a. Approval of Minutes

- Motion to approve minutes from May 28, 2019

4. Commission Consideration Items

a. Resolution Approving a Purchase Agreement and Conveyance of Certain Property to Centra Homes LLC

- It is recommended that the Economic Development Authority:

- *open the public hearing;*
- *take public input;*
- *close the public hearing; and*
- *consider adoption of a resolution approving a purchase agreement and conveyance of certain to Centra Homes LLC*

b. Consideration of a Term Sheet between Real Estate Equities and the Economic Development Authority of Brooklyn Center regarding Tax Increment Financing

- Motion to direct staff to prepare an agreement consistent with the term sheet

5. Adjournment

EDA ITEM MEMORANDUM

DATE: 6/24/2019

TO: Curt Boganey, City Manager

THROUGH: Dr. Reggie Edwards, Deputy City Manager

FROM: Barb Suciu, City Clerk

SUBJECT: Approval of Minutes

Background:

Strategic Priorities and Values:

Operational Excellence

ATTACHMENTS:

Description	Upload Date	Type
May 28, 2019 EDA	6/19/2019	Backup Material

MINUTES OF THE PROCEEDINGS OF THE
ECONOMIC DEVELOPMENT AUTHORITY
OF THE CITY OF BROOKLYN CENTER
IN THE COUNTY OF HENNEPIN AND THE
STATE OF MINNESOTA

REGULAR SESSION
MAY 28, 2019
CITY HALL – COUNCIL CHAMBERS

1. CALL TO ORDER

The Brooklyn Center Economic Development Authority (EDA) met in Regular Session called to order by President Mike Elliott at 10:05 p.m.

2. ROLL CALL

President Mike Elliott and Commissioners Marquita Butler, April Graves, and Dan Ryan. Commissioner Kris Lawrence-Anderson was absent and excused. Also present were Executive Director Curt Boganey, Deputy Executive Director Reggie Edwards, Director of Fiscal & Support Services Nate Reinhardt, Community Development Director Meg Beekman, Business and Work Force Development Coordinator Brett Angell, City Attorney Troy Gilchrist, and Mary Mullen, TimeSaver Off Site Secretarial, Inc.

3. APPROVAL OF AGENDA AND CONSENT AGENDA

Commissioner Ryan moved, and Commissioner Butler seconded to approve the Agenda and Consent Agenda, and the following item was approved:

3a. APPROVAL OF MINUTES

1. May 13, 2019 – Regular Session

Motion passed unanimously.

4. COMMISSION CONSIDERATION ITEMS

4a. RESOLUTION NO. 2019-11 APPROVING THE ACQUISITION OF CERTAIN PROPERTY LOCATED AT 6921 BROOKLYN BOULEVARD, BROOKLYN CENTER, MN

Business and Workforce Development Specialist Brett Angell reviewed the potential purchase of single-family residential property at 6921 Brooklyn Boulevard. The property is currently zoned C-1 Commercial. The property owner died in January 2019, and the City recently agreed on a purchase agreement with a family member.

Mr. Angell stated TIF District #3 funds would be used for the purchase of this property, and the closing will occur in mid-June 2019. The City will be responsible for the removal of personal belongings and items left in the home, at an estimated cost of $4,000-5,000.

Mr. Angell stated the home on the property would be demolished, and the property combined with three EDA-owned properties to the north. He added these combined properties have the potential to be an attractive redevelopment location.

Councilmember Graves asked whether any of the homeowner's personal property could be donated. Mr. Angell stated City Staff would look into the possibility of donating any reusable items.

Commissioner Ryan moved, and Commissioner Graves seconded to adopt RESOLUTION NO. 2019-11 Approving the Acquisition of Certain Property Located at 6921 Brooklyn Boulevard, Brooklyn Center, MN.

Motion passed unanimously.

6. ADJOURNMENT

Commissioner Graves moved, and Commissioner Butler seconded adjournment of the Economic Development Authority meeting at 10:14 p.m.

Motion passed unanimously.

EDA ITEM MEMORANDUM

DATE: 6/24/2019

TO: Curt Boganey, City Manager

THROUGH: Meg Beekman, Community Development Director

FROM: Brett Angell, Business and Workforce Development Specialist

SUBJECT: Resolution Approving a Purchase Agreement and Conveyance of Certain Property to Centra Homes LLC

Background:

Eastbrook Estates 2nd Addition comprises a 6-parcel area of land totaling approximately 6.43 acres. The properties are located just southwest of 69th Avenue and Highway 252. The properties are currently zoned and guided for single family residential use. Surrounding uses to the properties includes high-density residential to the north, low-density residential to the south, Highway 252 to the east, and low-density residential to the west. The EDA acquired the parcels between 2004 through 2012, with the intent to redevelop the area into single-family residential homes.

At the October 8th City Council meeting, the Council heard three proposals from builders to develop the properties. The Council selected a proposal from Centra Homes for the construction of 35 single-family detached homes, with the developer responsible for acquiring additional adjacent privately owned land. The proposed single family homes would be two-story homes and have a median price of $332,000. Centra Homes is responsible for the construction and installation of public infrastructure including utilities and roadways.

Centra Homes received a Preliminary Development Agreement (PDA) for the properties at the December 10th, 2018 meeting allowing Centra exclusive development rights to the property and additional time to create building plans, conduct testing or surveying of the property, complete a purchase agreement, and receive the necessary land use approvals for development. At the April 8th meeting, Centra Homes received an extension to the PDA with slight adjustments to their conceptual plan, including a reduced acquisition price and a reduction in the total number of homes to be constructed from 35 to 30.

A Purchase Agreement for the properties has been created by the City for the sale and conveyance of the property to Centra Homes. The Purchase Agreement for the properties is attached for review. The total purchase price for the properties is $115,000. Upon execution of the Purchase Agreement by both parties, Centra Homes will be required to pay $6,000 in earnest money which will be deducted from the total purchase price at the time of closing. Contingencies of the Purchase Agreement include testing to be conducted by the Buyer at their sole cost, the buyer obtaining financing, a commitment of title, and land use approvals by the City. Any contingencies must be exercised by written notice to the City on or before August 30, 2019. Upon approval of the Purchase Agreement by the EDA, closing of the properties shall happen on or before September 30th, 2019.

Per the Purchase Agreement, the EDA will be required to pay any special assessments on the properties. This will be a total cost of approximately $15,276. The properties are currently tax exempt and there will not be prorated taxes that the EDA will need to pay prior to the sale.

Additionally, the Purchase Agreement includes a Reverter clause which if Centra Homes fails to substantially complete construction of site grading within twelve (12) months following the closing date, and such failure is not cured within thirty (30) days following written notice from the City, then the City shall have the right to re-enter and take possession of the Property and to terminate and revest in the City the estate conveyed by the deed.

Budget Issues:

Proceeds from the sale will be returned to the TIF # 3 District Housing Fund.

Strategic Priorities and Values:

Targeted Redevelopment

ATTACHMENTS:

Description	Upload Date	Type
Resolution	6/19/2019	Resolution Letter
Purchase Agreement	6/19/2019	Exhibit

Commissioner _____ introduced the following resolution and moved its adoption:

EDA RESOLUTION NO. 2019-_____

RESOLUTION APPROVING A PURCHASE AGREEMENT AND CONVEYANCE OF CERTAIN PROPERTY TO CENTRA HOMES LLC

BE IT RESOLVED by the Board of Commissioners ("Board") of the Economic Development Authority of the City of Brooklyn Center, Minnesota ("Authority") as follows:

Section 1. Recitals.

1.01. The Authority is authorized pursuant to Minnesota Statutes, Sections 469.090 to 469.1081 (the "EDA Act"), to acquire and convey real property and to undertake certain activities to facilitate the development of real property by private enterprise.

1.02. To facilitate development of certain property in the City of Brooklyn Center, Minnesota (the "City"), the Authority proposes to enter into a Purchase Agreement (the "Contract") between the Authority and Centra Homes LLC ("Buyer"), under which, among other things, the Authority will convey the property located in the City legally described on the attached Exhibit A (the "Property") to Buyer to construct 30 single family homes on the Property.

1.03. The Authority has on this date conducted a duly noticed public hearing regarding the sale of the Property to Buyer, at which all interested persons were given an opportunity to be heard.

1.04. The Authority finds and determines that conveyance of the Property to Buyer is in the public interest and will further the objectives of its general plan of economic development, because it will provide an opportunity for increased housing opportunities in the City and serve as an impetus for further development.

Section 2. Authority Approval; Further Proceedings.

2.01. The Board hereby approves the Contract in substantially the form presented to the Board, including conveyance of the Property to Buyer, subject to modifications that do not alter the substance of the transaction and that are approved by the President and Executive Director, provided that execution of the Contract by those officials shall be conclusive evidence of their approval.

2.02. Authority staff and officials are authorized to take all actions necessary to perform the Authority's obligations under the Contract as a whole, including without limitation execution of any documents to which the Authority is a party referenced in or attached to the Contract, and any deed or other documents necessary to convey the Property to Buyer, all as described in the Contract.

Date	President

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner

and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

EXHIBIT A

Legal Description of the Property

PARCEL 1:

Tract A:

That part of Lot 24, Auditor's Subdivision Number 310, shown as Parcel 17 on Minnesota Department of Transportation Right of Way No. 27-20 as the same is on file and of record in the office of the County Recorder in and for Hennepin County, Minnesota;

Tract B:

Lots 25, 26 and the south 112 feet of Lot 27, Auditor's Subdivision Number 310, Minnesota; which lies westerly of the following-described Line 1:

Commencing at Right of Way Boundary Corner B35 as shown on said Plat No. 27-20; thence westerly on an azimuth of 269 degrees 35 minutes 20 seconds along the boundary of said plat for 195.49 feet to the point of beginning of Line 1 to be described; thence on an azimuth of 345 degrees 58 minutes 30 seconds for 268.52 feet; thence on an azimuth 89 degrees 35 minutes 20 seconds for 129.14 feet; thence on an azimuth of 355 degrees 02 minutes 49 seconds for 112.35 feet to the Right of Way Boundary Corner B40 as shown on said Plat No. 27-20 and there terminating;

Tract C:

That part of Lot 27, Auditor's Subdivision Number 310, Hennepin County, Minnesota, described as follows: Beginning at a point on the North line of said Lot 27 distant 257.13 feet West from the Northeast corner thereof; thence continuing west along said North line a distance of 75 feet; thence South 246.5 feet to a point which is distant 332.61 feet West from point in the East line of Lot 27 distant 246.48 feet South from Northeast corner thereof; thence Easterly along the last described line a distance of 75 feet; thence Northerly 246.5 feet to the point of beginning.

PARCEL 2:

The Westerly 100 feet of Lot 27, Auditor's Subdivision Number 310, Hennepin County, Minnesota.

PARCEL 3:

Outlot A, Ditzler Addition, Hennepin County, Minnesota.

PARCEL 4:

Outlot A, Eastbrook Estates, Hennepin County, Minnesota.

PARCEL 5:

Lot 2, Block 1, Swanco Terrance, Hennepin County, Minnesota.

PARCEL 6:

Lot 30, Auditor's Subdivision No. 310, Hennepin County, Minnesota.

PURCHASE AGREEMENT

1. PARTIES. This Purchase Agreement (this "Agreement") is made on this _____ day of _____, 2019 (the "Effective Date"), by and between the Economic Development Authority of Brooklyn Center, Minnesota, a Minnesota body corporate and politic (the "Seller") and Centra Homes LLC, a Minnesota limited liability company, or its permitted assigns (the "Buyer").

2. SALE OF PROPERTY. The Seller agrees to sell to the Buyer and the Buyer agrees to buy from the Seller, the real estate described on the attached Exhibit A (the "Property").

3. PURCHASE PRICE AND MANNER OF PAYMENT.

3.1. Purchase Price. The Buyer shall pay the Seller $115,000 for the Property (the "Purchase Price").

3.2. Earnest Money. Upon approval and execution of this Agreement by the Buyer and the Seller, the Buyer shall pay to _____ (the "Title Company") $6,000 in earnest money and in part payment therefor (the "Earnest Money"). Said Earnest Money shall be deducted from the Purchase Price at Closing. The Earnest Money shall be refunded to Buyer only if (a) all of the contingencies are not removed or waived by the Buyer and closing does not occur or (b) in the event of an uncured Seller default, as set forth herein. If all the contingencies are removed and the Buyer fails to close this transaction, the Seller's remedy shall be limited to receiving the Earnest Money as liquidated damages as is more fully described in Section 15.2. The balance of said Purchase Price less the Earnest Money shall be paid by the Buyer to the Seller on or before the Closing Date, as described in Section 6 herein, at which time the Seller's deed to the Property shall be delivered to the Buyer.

4. OBLIGATIONS OF THE SELLER. The Seller shall provide the following documentation:

4.1. Representations and Warranties. The representations and warranties of the Seller contained in this Agreement must be true now and on the Closing Date in all material respects as if made on the Closing Date and the Seller shall have delivered to the Buyer on the Closing Date, a certificate dated the Closing Date, signed by an authorized representative of the Seller, certifying that such representations and warranties are true as of the Closing Date in all material respects (the "Closing Certificate").

4.2. Title. Title shall have been found marketable, or been made marketable, in accordance with the requirements and terms of Section 8 below.

4.3. Performance of the Seller's Obligations. The Seller shall have performed all of the obligations required to be performed by the Seller under this Agreement in all

material respects. Included within the obligations of the Seller under this Agreement shall be the following:

4.3.1. The Seller agrees to cooperate with the Buyer as reasonably necessary to permit the Buyer to investigate the Property. The Seller shall make available to the Buyer and the Buyer's agents copies of any surveys, reports, records, and permits in the Seller's possession relating to the Property.

4.3.2. The Seller shall deliver to the Buyer the Title Evidence required in Section 8 on or before 10 days from the Effective Date.

5. CONTINGENCIES WHICH MUST BE EXERCISED BY WRITTEN NOTICE TO THE SELLER ON OR BEFORE AUGUST 30, 2019 (THE "CONTINGENCY DATE"):

5.1. Buyer's Contingencies.

5.1.1. Testing. The Buyer shall have determined that it is satisfied with the results of, and matters disclosed by, any environmental site assessments, soil tests, engineering inspections, hazardous substances and environmental reviews of the Property, all such tests, assessments, inspections and reviews to be obtained at the Buyer's sole cost and expense.

a. The Buyer shall pay all costs and expenses of such investigation and testing and shall promptly repair and restore any damage to the Property caused by the Buyer's testing and return the Property to substantially the same condition as existed prior to entry. The Buyer shall indemnify, defend, and hold the Seller harmless from any claim for damage to person or property arising from any investigation or inspection of the Property conducted by the Buyer, its agents or contractors, including the cost of attorneys' fees, provided, however, that Buyer shall not be responsible for any pre-existing conditions that are discovered by Buyer or its consultants so long as, following discovery, Buyer or its consultants do not materially exacerbate such conditions through their actions.

b. Copies of any final written reports, studies, or test results obtained by the Buyer in connection with its inspection of the Property or investigation relating to the Property shall be delivered to the Seller promptly upon receipt of the same at no cost to the Seller.

5.1.2. Financing. The sale of the Property shall be contingent upon the Buyer obtaining financing acceptable to the Buyer, in its sole discretion, for the acquisition of the Property at terms that are acceptable to the Buyer. In the event this financing contingency is not satisfied and released by the

Buyer by the Contingency Date, the Earnest Money and all interest earned thereon will be returned to the Buyer.

5.1.3. Title Report. The Buyer's obligation to close hereunder is subject to its approval of a commitment of title for the Property to be ordered by the Buyer immediately upon execution of this Agreement, and as is more fully described in Section 8.

5.1.4. Land Use Approvals. The Buyer having received all land use approvals from the City of Brooklyn Center and any other governmental entities or agencies deemed necessary by the Buyer for its intended use of the Property, including, but not limited to, site plan approval, and preliminary and final plat approval.

If, on or before the Contingency Date or if required earlier by this Agreement, if the Buyer determines that any of its contingencies listed in this Section have not been satisfied in its sole discretion, then this Agreement may be terminated by written notice from the Buyer to the Seller, which notice must given no later than the Contingency Date. If the Buyer does not give written notice of termination on or before the Contingency Date, all of such contingencies will be deemed to have been satisfied and the parties shall proceed to close this transaction in accordance with the terms of this Agreement. If this Agreement is terminated by the Buyer in accordance with this Section, the Title Company shall return the Earnest Money to the Buyer and neither party shall have any further rights or obligations regarding this Agreement or the Property. All of the contingencies set forth in this Agreement are specifically stated and agreed to be for the sole and exclusive benefit of the Buyer and the Buyer shall have the right to unilaterally waive any of its contingencies by written notice to the Seller.

6. CLOSING. The closing of the purchase and sale contemplated by this Agreement (the "Closing") shall occur on or before September 30, 2019 or such date on which the parties may agree (the "Closing Date"). The closing shall occur at the offices of the Seller, unless otherwise agreed to by the parties. The Seller agrees to deliver possession of the Property to the Buyer on the Closing Date.

6.1. Seller's Closing Documents. On the Closing Date, the Seller shall execute and deliver to the Buyer the following (collectively, "Seller's Closing Documents"), all in form and content reasonably satisfactory to the Seller and the Buyer:

6.1.1. Deed. A quit claim deed conveying the Property to the Buyer.

6.1.2. Seller's Affidavit. A seller's affidavit as required by the Title Company to issue an owner's policy of title insurance with the standard exceptions waived.

6.1.3. Original Documents. Original copies of any surveys, reports, permits, and records in the Seller's possession.

6.1.4. FIRPTA Affidavit. A non-foreign affidavit, properly executed, containing such information as is required by the Internal Revenue Code Section 1445(b)(2) and its regulations.

6.1.5. Other Documents. Any other documents reasonably required in order to complete the transaction contemplated by this Agreement.

6.2. Buyer's Closing Documents. On the Closing Date, the Buyer shall execute, as appropriate and deliver to the Seller the following (collectively, "Buyer's Closing Documents"):

6.2.1. Purchase Price. The Purchase Price in good funds (certified or cashier's check or wire transfer).

6.2.2. Other Documents. Such affidavits of the Buyer, certificates of value, or other documents as may be reasonably required in order to complete the transaction contemplated by this Agreement.

7. PRORATIONS. The Seller and the Buyer agree to the following prorations and allocation of costs regarding this Agreement:

7.1. Title Insurance and Closing Costs. The Seller shall pay the cost to record any document required to establish marketable title in the Seller; any fees incurred for updating title, including the cost of preparing the Title Commitment and title search and examination fees; any state deed tax, conservation fee, or other federal, state, or local documentary or revenue stamps or transfer tax with respect to the deed to be delivered by the Seller. The Buyer shall pay the cost of all premiums required for the issuance of a title insurance policy and any endorsements; the fees of any soil tests, surveys, environmental assessments, inspection reports, appraisals, or other tests or reports ordered by the Buyer; recording fees and charges related to the recording of the deed; and its own legal and accounting fees associated with this transaction. All closing fees charged by the Title Company and any escrow fees charged by any escrow agent engaged by the parties in connection with this Agreement shall be split equally between the Buyer and the Seller.

7.2. Real Estate Taxes and Special Assessments. The Seller shall pay, on or before the Closing Date, all levied special assessments, constituting a lien against the Property as of the effective date, including, without limitation, any installments of special assessments that are payable with general real estate taxes in the year in which Closing occurs. The Property is currently tax-exempt, but in the event that there are any general real estate taxes payable in any year prior to the year in which the Closing occurs, they shall be paid by the Seller. Any general real estate taxes payable in the year in which Closing occurs shall be prorated between the Buyer and the Seller as of the Closing Date.

8. TITLE EXAMINATION. Title Examination shall be conducted as follows:

8.1. Seller's Title Evidence. No later than July 10, 2019, the Seller shall furnish the following (collectively, "Title Evidence") to the Buyer:

8.1.1. Title Commitment. A title commitment for the Property (the "Title Commitment").

8.1.2. Survey. A copy of any existing land survey of the Property that is in the Seller's possession or control. The Buyer, at its option, also may obtain, at its expense, an updated survey of the Property (the "Updated Survey"). Any Updated Survey shall be certified and delivered to the Seller as well as the Buyer and any other parties that the Buyer may designate.

8.2 Buyer's Objections. No later than 15 days after receiving the Title Commitment, the Buyer must make written objections ("Objections") to the marketability of title to the Property based on the Title Evidence. If the Buyer elects to obtain an Updated Survey, objections based upon the Updated Survey must be made within seven (7) days after receipt of said Updated Survey but in no event later than the Contingency Date. The Buyer's failure to make Objections within such time period will constitute a waiver of Objections. However, any matter which is not referenced in the Title Commitment and is first recorded, discovered, or disclosed after the effective date of the Title Commitment may be objected to by the Buyer in the manner described herein. Any matter shown on such Title Evidence and not objected to by the Buyer shall be a "Permitted Encumbrance" hereunder. Within seven (7) days after receipt of the Buyer's Objections, the Seller shall notify the Buyer in writing if the Seller elects not to cure the Objections. If such notice is given within said seven (7) day period, the Buyer may either waive the Objections or terminate this Agreement by giving written notice of termination to the Seller within ten (10) days after the Seller's notice is given to the Buyer. If written notice by the Seller is not given within the ten (10) day period, the Seller shall use commercially reasonable efforts to correct any Objections within thirty (30) days after the expiration of the ten (10) day period ("Cure Period"). If the Title Company is willing to issue a title insurance policy to the Buyer that does not except from title insurance coverage an item the Buyer has objected to, the objection relating to such item shall be deemed cured. If the Objections are not cured within the Cure Period, the Buyer shall have the option to do any of the following:

8.2.1. Terminate this Agreement by giving written notice to the Seller within ten (10) days after the expiration of the Cure Period and neither the Seller nor the Buyer shall have further rights or obligations hereunder. In such event the Title Company shall return all Earnest Money to the Buyer.

8.2.2. Waive the objections and proceed to close without reduction in the Purchase Price.

The Buyer shall make its election within ten (10) days after expiration of the Seller's Cure Period. A failure to make an election within such period shall be deemed an election to proceed to close pursuant to subsection 8.2.2.

9. REPRESENTATIONS AND WARRANTIES BY THE SELLER. The following representations made by the Seller are limited to the actual knowledge of Cornelius Boganey, the Executive Director. The Seller represents and warrants to the Buyer that the following are true in all material respects now and, as modified by any changes about which the Seller notifies the Buyer in writing following after the date hereof, will be true in all material respects on the Closing Date:

9.1. Authority. The Seller is a Minnesota body corporate and politic, duly created under and subject to the laws of the State of Minnesota; the Seller has the requisite power and authority to enter into and perform this Agreement and those Seller Closing Documents signed by it; such documents have been or will be duly authorized by all necessary action on the part of the Seller and have been or will be duly executed and delivered; such execution, delivery, and performance by the Seller of such documents does not conflict with or result in a violation of any judgment, order, or decree of any court or arbiter to which the Seller is a party; such documents are valid and binding obligations of the Seller, and are enforceable in accordance with their terms, subject to bankruptcy, reorganization, insolvency, moratorium and other laws affecting the rights and remedies of creditors generally and principles of equity.

9.2. Rights of Others to Purchase the Property. The Seller has not entered into any other contracts for the sale of the Property, nor are there any rights of first refusal or options to purchase the Property or any other rights of others that might prevent the sale of the Property contemplated by this Agreement.

9.3. Use of the Property. To the best of the Seller's knowledge without investigation, the Property is usable for its current uses without violating any federal, state, local, or other governmental building, zoning, health, safety, platting, subdivision, or other law, ordinance, or regulation, or any applicable private restriction, and such use is a legal conforming use.

9.4. Proceedings. There is no action, litigation, investigation, condemnation, or proceeding of any kind pending or, to the best of the Seller's knowledge without investigation, threatened against any portion of the Property.

9.5. Wells. To the best of the Seller's knowledge, no wells exist on the Property.

9.6. Sewage Treatment Systems. To the best of the Seller's knowledge, no sewage treatment system exists on the Property.

9.7. Title. The Seller owns fee title to the Property.

9.8. Notices. The Seller has not received any written notice of noncompliance with any applicable federal, state, municipal, or county environmental laws, statutes, or

ordinances from any governmental authority having jurisdiction over the Property, other than the records provided to the Buyer.

9.9. Use. While this Agreement is in effect, the Seller shall not transfer the Property, or any portion thereof, except to an entity or individual affiliated with the Seller, or create on the Property any easements, liens, leasehold interests, encumbrances, or other interests or take any other actions that would affect the Property or the Seller's ability to comply with the terms of this Agreement. Additionally, while this Agreement is in effect, the Seller shall operate and maintain the Property in the same manner as it has been operated and maintained heretofore, free from waste and neglect, reasonable wear and tear excepted.

9.10. Insurance. While this Agreement is in effect, the Seller shall maintain or cause to be maintained, in full force and effect, all liability and other commercially reasonable insurance upon and with respect to the Property against such hazards and in such amounts as exist on the date hereof.

9.11. Approvals. No consent, authorization, license, permit, registration, or approval of, or exemption or other action by, any other governmental or public body, commission, or authority is required in connection with the execution, delivery, and performance by the Seller of this Agreement.

The Seller's representations shall be true, accurate, and complete as of the date of this Agreement, in all material respects and, as modified by any notices given by the Seller to the Buyer, on the Closing Date in all material respects. If any time prior to Closing, the Buyer shall determine that any representation herein made by the Seller was not true in all material respects when made, the Buyer's sole remedy shall be to terminate this Agreement by giving notice to the Seller and seeking any applicable remedies for breach from the Seller. The Earnest Money paid by the Buyer shall be returned to the Buyer.

Notwithstanding the above paragraph, all representations and warranties shall terminate six (6) months following the Closing Date. Any claim by the Buyer not made by written notice delivered to the Seller before such date the representation or warranty terminates shall be deemed waived.

10. "AS IS, WHERE IS." The Buyer acknowledges that it has inspected or has had the opportunity to inspect the Property and agrees to accept the Property "AS IS" with no right of set off or reduction in the Purchase Price. Such sale shall be without representation of warranties, express or implied, either oral or written, made by the Seller or any official, employee or agent of the Seller with respect to the physical condition of the Property, including, but not limited to, the existence of or absence of petroleum, asbestos, lead, hazardous substances, pollutants, or contaminants in, on, or under, or affecting the Property. Other than as expressly stated herein, or expressly stated in any closing document delivered by Seller at Closing, Buyer acknowledges and agrees that the Seller has not made and does not make any representations, warranties, or covenants of any kind or character whatsoever, whether expressed or implied, with respect to warranty of income potential, operating expenses, uses, habitability, tenant ability, or suitability for any purpose, merchantability, or fitness of the Property for a particular purpose, all

of which warranties the Seller hereby expressly disclaims, except as stated above. The Buyer expressly assumes, at closing, all environmental and other liabilities with respect to the Property. Except for the representations herein, the Buyer is solely relying upon information and knowledge obtained from its own investigation, experience, and knowledge obtained from its own investigation, experience, or personal inspection of the Property. The foregoing provision shall survive Closing and shall not be deemed merged into any instrument of conveyance delivered at Closing.

11. REPRESENTATIONS AND WARRANTIES BY THE BUYER. The Buyer represents and warrants to the Seller that the Buyer is a Minnesota limited liability company; that the Buyer has the requisite capacity, power and authority to enter into this Agreement and the Buyer's Closing Documents signed by it; such documents have been or will be duly authorized by all necessary action on the part of the Buyer and have been or will be duly executed and delivered; delivery and performance by the Buyer of such documents does not conflict with or result in a violation of any judgment, order, or decree of any court or arbiter to which the Buyer is a party; such documents are valid and binding obligations of the Buyer, and are enforceable in accordance with their terms.

12. CONDEMNATION. If, prior to the Closing, eminent domain proceedings are commenced against all or any material part of the Property, the Seller shall immediately give notice to the Buyer of such fact and at the Buyer's option (to be exercised within 15 days after the Seller's notice), this Agreement shall terminate, in which event neither party will have further obligations under this Agreement. The Earnest Money paid by the Buyer shall be returned to the Buyer. If the Buyer fails to give such notice, then there shall be no reduction in the Purchase Price, and the Seller shall assign to the Buyer at the Closing all of the Seller's right, title, and interest in and to any award made or to be made in the condemnation proceedings. Prior to the Closing, the Seller shall not designate counsel, appear in, or otherwise act with respect to the condemnation proceedings without the Buyer's prior written consent. For purposes of this section, the words "a material part" means a part if acquired by a condemning authority would materially hinder Buyer's operations on the Property.

13. COMMISSIONS. Both the Buyer and the Seller represent that they have not entered into a contract with any real estate broker, whereby the broker is entitled to a commission resulting from the transaction contemplated by this Agreement. Each party agrees to indemnify, defend, and hold harmless the other party against any claim made by a real estate broker for a commission or fee based on alleged acts or agreements with the indemnifying party.

14. REMEDIES.

14.1. Buyer's Remedies. The Seller shall not be considered in default under this Agreement unless and until: (i) the Seller has failed to materially comply with or satisfy any of the Seller's obligations in this Agreement; (ii) the Buyer has provided the Seller with written notice of such default (the "Default Notice"), which Default Notice shall specify the date on which the default occurred, the nature of the default and the Buyer's proposed cure; and (iii) the Buyer has allowed the Seller five (5) business days (the "Cure Period"), after the Seller receives such Default Notice, to cure the default. If the Seller is in default under

this Agreement for any cause other than the default of the Buyer, the Buyer may at its sole option and remedy, elect, in writing to the Seller (the "Notice of Election"), within thirty (30) days after the Cure Period, to: (a) rescind this Agreement and receive the Earnest Money, after which, neither party shall have any further obligations to the other, except those obligations which survive termination; (b) proceed with this Agreement and take the Property "AS IS"; or (c) file an action seeking specific performance (but not damages except for fees and costs associated with such action). In the event the Buyer does not timely deliver a Notice of Election to the Seller, it shall be deemed that the Buyer waives all previous defaults by the Seller and elects to proceed with this Agreement under option (b) above. The Buyer specifically waives any right to make a claim against the Seller for compensatory or consequential damages or any other type of monetary claim, except for the indemnity obligations and claims for fees and costs as set forth in this Agreement.

14.2. Seller's Remedy. If the Buyer fails to consummate this Agreement for any reason except the Seller's default or the termination of this Agreement pursuant to a right to terminate given herein, the Seller's sole and exclusive remedy shall be to terminate this Agreement by giving 30 days' written notice to the Buyer, pursuant to Minnesota Statutes Section 559.21, as amended from time to time, in which case the Earnest Money shall be tendered to the Seller.

15. ASSIGNMENT. The Buyer may not assign its rights under this Agreement, without prior written consent of the Seller. Notwithstanding the foregoing, the Seller acknowledges that the Buyer will be establishing a new limited liability company for purposes of taking title to the Property. Buyer shall have the right to assign its rights and obligations under this Agreement to such new entity, without prior consent of Seller, provided, however, that (a) Buyer must give Seller written notice of such assignment, and (b) such assignment shall not relieve Buyer from any of its obligations (including indemnification obligations) hereunder.

16. SURVIVAL. All of the terms of this Agreement and warranties and representations herein contained shall survive and be enforceable after the Closing.

17. NOTICES. Any notice required or permitted hereunder shall be given by personal delivery upon an authorized representative of a party hereto; or if mailed by United States mail postage prepaid; or if transmitted by facsimile copy followed by mailed notice; or if deposited cost paid with a nationally recognized, reputable overnight courier, properly addressed as follows:

If to the Seller:	Economic Development Authority of Brooklyn Center Attn: Cornelius Boganey 6301 Shingle Creek Parkway Brooklyn Center, MN 55430
With a copy to:	Sarah J. Sonsalla Kennedy & Graven, Chartered

470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402

If to the Buyer: Centra Homes LLC
Attn: _____
11460 Robinson Drive NW
Minneapolis, MN 55433

With a copy to: _____
_____
_____

Notices shall be deemed effective on the earlier of the date of receipt or the date of deposit, as aforesaid; provided, however, that if notice is given by deposit, the time for response to any notice by the other party shall commence to run one business day after any such deposit. Any party may change its address for the service of notice by giving notice of such change ten (10) days prior to the effective date of such change.

18. CAPTIONS. The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement and are not to be considered in interpreting this Agreement.

19. ENTIRE AGREEMENT, MODIFICATIONS. This written Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Property. There are no verbal agreements that change this Agreement and no waiver of any of its terms will be effective unless in a writing executed by the parties.

20. BINDING EFFECT. This Agreement binds and benefits the parties and their successors and assigns.

21. CONTROLLING LAW. This Agreement has been made under the substantive laws of the State of Minnesota, and such laws shall control its interpretation.

22. REVERTER. If the Buyer fails to substantially complete construction of the following improvements ("substantial completion" being defined as completion, subject only to minor "punch list" items agreed upon between Buyer and Seller): site grading within twelve (12) months following the Closing Date; and such failure is not cured within thirty (30) days following written notice from the Seller, then the Seller shall have the right to re-enter and take possession of the Property and to terminate and revest in the Seller the estate conveyed by the Deed to the Buyer, it being agreed that the Deed shall contain a condition subsequent to the effect that in the event of noncompliance with this Section 22 on the part of the Buyer, the Seller at its option may declare a termination in favor of the Seller of the title, and of all the rights and interests in and to the Property conveyed to the Buyer, and that such title and all rights and interests of the Buyer, and any assigns or successors in interest to and in the Property, shall

revert to the Seller. If no Buyer default has occurred hereunder, then the Seller shall execute and deliver to Buyer, a quit claim deed, releasing any right of reverter.

23. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which will, for all purposes, be deemed to be an original, and all of which are identical. This Agreement may be further evidenced by facsimile and email scanned signature pages.

BUYER
CENTRA HOMES LLC

By: _____

Its: _____

SELLER
ECONOMIC DEVELOPMENT AUTHORITY OF BROOKLYN CENTER

By: _____
Michael Elliott
Its: President

By: _____
Cornelius Boganey
Its: Executive Director

EXHIBIT A

Legal Description of the Property

PARCEL 1:

Tract A:

That part of Lot 24, Auditor's Subdivision Number 310, shown as Parcel 17 on Minnesota Department of Transportation Right of Way No. 27-20 as the same is on file and of record in the office of the County Recorder in and for Hennepin County, Minnesota;

Tract B:

Lots 25, 26 and the south 112 feet of Lot 27, Auditor's Subdivision Number 310, Minnesota; which lies westerly of the following-described Line 1:

Commencing at Right of Way Boundary Corner B35 as shown on said Plat No. 27-20; thence westerly on an azimuth of 269 degrees 35 minutes 20 seconds along the boundary of said plat for 195.49 feet to the point of beginning of Line 1 to be described; thence on an azimuth of 345 degrees 58 minutes 30 seconds for 268.52 feet; thence on an azimuth 89 degrees 35 minutes 20 seconds for 129.14 feet; thence on an azimuth of 355 degrees 02 minutes 49 seconds for 112.35 feet to the Right of Way Boundary Corner B40 as shown on said Plat No. 27-20 and there terminating;

Tract C:

That part of Lot 27, Auditor's Subdivision Number 310, Hennepin County, Minnesota, described as follows: Beginning at a point on the North line of said Lot 27 distant 257.13 feet West from the Northeast corner thereof; thence continuing west along said North line a distance of 75 feet; thence South 246.5 feet to a point which is distant 332.61 feet West from point in the East line of Lot 27 distant 246.48 feet South from Northeast corner thereof; thence Easterly along the last described line a distance of 75 feet; thence Northerly 246.5 feet to the point of beginning.

PARCEL 2:

The Westerly 100 feet of Lot 27, Auditor's Subdivision Number 310, Hennepin County, Minnesota.

PARCEL 3:

Outlot A, Ditzler Addition, Hennepin County, Minnesota.

PARCEL 4:

Outlot A, Eastbrook Estates, Hennepin County, Minnesota.

PARCEL 5:

Lot 2, Block 1, Swanco Terrance, Hennepin County, Minnesota.

PARCEL 6:

Lot 30, Auditor's Subdivision No. 310, Hennepin County, Minnesota.

EDA ITEM MEMORANDUM

DATE: 6/24/2019

TO: Curt Boganey, City Manager

THROUGH: N/A

FROM: Meg Beekman. Community Development Director

SUBJECT: Consideration of a Term Sheet between Real Estate Equities and the Economic Development Authority of Brooklyn Center regarding Tax Increment Financing

Background:

On May 28, 2019, Real Estate Equities received approval from the City Council for Planning Commission Application 2019-006 for a Planned Unit Development and Site Plan to construct two multi-family buildings at 5801 Xerxes Avenue North. One building would be dedicated to 127 workforce housing units. The other building would consist of 143 affordable independent senior units. The entire project would be affordable to those earning 50-70% of the area median income. The approval also included a rezoning of the property to PUD-TOD and to remove the property from the Central Commerce Overlay District.

The developer initially presented a concept of the project to the City Council in January 2019. At that meeting they discussed their development plan, site layout and financial feasibility analysis. As part of their due diligence, the developer anticipated the need for Tax Increment Financing as part of their financial proforma. At the time of their concept review, the developer presented a sources and uses which anticipated that the primary source of financing for the development would be 4% Low Income Housing Tax Credits (LIHTC) and tax exempt bonds and that the total project costs would be estimated to be $58,850,074. The developer initially anticipated a total project gap of $4,547,750 in TIF, which would have had to have been paid back over the full 26 year life of a housing TIF district.

The developer has since submitted an application for public subsidy, along with their financial proforma and analysis. Due to the way Minnesota Housing Finance Agency issues tax exempt bonds, the two buildings have been separated for the purpose of the bonding application. The workforce housing building has received its bonding allocation and the developer is requesting approval of a term sheet now and TIF agreement in order to move forward with the rest of their financing. The developer will apply for bonding in the second round of funding in August for the independent senior building and will return to the EDA at that time for approval of their TIF plan and agreement for that building at that time.

The City's financial consultant reviewed the financial information provided by the developer related to their project and is recommending a $1.63 Million PAYGO TIF Note with a term not to exceed 16 years. A more detailed explanation of their analysis is attached to this report.

A term sheet has been prepared outlining the terms of the future TIF plan and is attached to this report. The terms are in line with industry standards. The EDA would be able to pool up to 10% of the increment for administrative costs plus any additional increment towards the creation or preservation of affordable housing. In addition, the term sheet indicates that the TIF district would remain open for the full 26 years. This would mean that the income requirements required by state law under housing TIF districts would apply to the property for the duration of the TIF district, even after their TIF note was paid off. It also would mean that once the TIF note was paid, the EDA could pool 100% of the increment towards affordable housing. The City

would have the option to close the district early at that point if it chose as well.

Budget Issues:

There are no budget issues to consider at this time.

Strategic Priorities and Values:

Targeted Redevelopment

ATTACHMENTS:

Description	Upload Date	Type
Memo from Stacie Kvilvang, Ehlers dated June 24, 2019	6/19/2019	Backup Material
Term Sheet	6/19/2019	Backup Material

EHLERS
LEADERS IN PUBLIC FINANCE

Memo

To: Meg Beekman – Community Development Director

From: Stacie Kvilvang - Ehlers

Date: June 24, 2019

Subject: Real Estate Equities TIF Request

The City of Brooklyn Center requested that Ehlers review the development pro forma and Tax Increment Financing (TIF) request from Real Estate Equities (the "Developer") for their proposal to construct a 127-unit workforce apartment on a portion of the former Jerry's Food site. All of the units would be affordable to households at or below 60% of area median income (AMI) and would be both rent and income restricted as noted below:

Income Limit by Household Size	
Household Size	Income Limit
1	$42,000
2	$48,000
3	$54,000
4	$60,000

Rent Limit by Unit Size		
Unit Size	Rent Limit	Proposed Rents
Studio	$1,050	N/A
1	$1,125	$1,047
2	$1,350	$1,255
3	$1,560	$1,447

This memo is intended to review the need for TIF assistance based on our analysis of the Developer's project budget and projections, generally known as a pro forma and provide a summary of the terms for the TIF Agreement.

The Developer requested that the City provide them 26 years of tax increment on a pay-as-you-go (PAYGO) basis (PAYGO is the typical City TIF financing structure for these types of projects). With this type of structure, the City does not provide up-front funding. The developer seeks the funding either through their first mortgage or a second mortgage for the TIF amount. Therefore, the risk of the TIF being generated is borne by the developer, not the City. If the TIF is inadequate to repay the TIF Note in full, the City has no obligation to make up the shortfall.

We have reviewed the project based on general industry standards for construction, land, and project costs; affordable rental rates and operating expenses; developer fees; underwriting criteria; project cash flow, and the request for TIF assistance. The table on the following page depicts the proposed sources and uses for the project:

SOURCES			
	Amount	**Pct.**	**Per Unit**
First Mortgage	17,652,597	54%	138,997
TIF Note	1,630,000	5%	12,835
Low Income Housing Tax Credits	10,395,864	32%	81,857
GIC Income	686,943	2%	5,409
Deferred Developer Fee (67% of Total Fee)	2,121,459	7%	16,704
TOTAL SOURCES	**32,486,863**	**100%**	**255,802**

USES			
	Amount	**Pct.**	**Per Unit**
Acquisition Costs	2,200,000	7%	17,323
Construction Costs	21,336,000	66%	168,000
Professional Services	1,452,745	4%	11,439
Financing Costs	892,600	3%	7,028
Developer Fee	3,154,916	10%	24,842
Cash Accounts/Escrows/Reserves	3,450,602	11%	27,170
TOTAL USES	**32,486,863**	**100%**	**255,802**

As noted in the table above, the TIF assistance is 5% of the total project costs, which is in line with what we typically see in these types of projects (typically up to 10%). In addition, the Developer if deferring 67% of their developer fee, which is more than we typically see (up to 50%).

Generally, this project meets the expectations of tax credit, non-age restricted apartments with regards to the financing structure, on-going operational costs and developer fee. Following are our findings relating to the analysis completed for the development:

1. **Financing.** The Developer has maximized the first mortgage and 4% low-income housing tax credits (LIHTC). Both the First Mortgage and the TIF Mortgage require debt coverage of 115% to provide the lender the comfort that the revenues generated will be adequate to repay the mortgages. In review of their coverage on both mortgages, they have approximately 117% coverage. If for whatever reason the development falls below the required coverage, the Developer is still able to make the payments, they just receive less cash flow. If the coverage falls below 100%, typically their financing parameters are full recourse, meaning that the Developer has to make the payment from other sources, regardless.

2. **Acquisition Cost**: Total acquisition cost is $2,200,000 or $17,000/unit. This is higher than the typical costs we see for apartments of $7,500 to $15,000.

3. **Developer Fee**: The Developer included a 10% developer fee, which is within industry standard for a LIHTC project. They are deferring 67% of the fee. This fee would typically be paid out in installments through the final construction draw, but the deferral portion will be paid out of cash flow and it is anticipated it will take approximately twelve (12) years for them to be repaid.

4. **Residential Total Development Cost (TDC)**: The TDC is approximately $255,000 per/unit. This is in line with industry standards of $200,000 to $300,000.

5. **Rents**. Rents are slightly below the required threshold, which will provide a more competitive product.

6. **Management Fee**. Management fees of 3.82% of gross revenue is within the typical range of 3% to 6%.

7. **Operating Expenses**. Operating expenses of approximately $3,475/unit (before taxes, management fees, and reserves) is within industry standards for projects of this size (typical range is $3,400 to $4,000).

8. **Vacancy**. Vacancy is underwritten at 7% which is required by MHFA for LIHTC projects.

Recommendation

We recommend providing the Developer with a $1.63 Million PAYGO Note with a term of 16 years. Even though the term of the TIF Note is 16 years, the Developer is required to keep the property affordable at the rent and income for persons at or below 60% of the AMI for a 26-year term (length of the TIF District).

Please contact me at 651-697-8506 with any questions.

TERM SHEET

This Term Sheet is dated as of this ____ day of _____, 2019 and is intended to set forth the general terms upon which the Developer (as defined below) and the Economic Development Authority of Brooklyn Center, Minnesota (the "EDA") may be willing to enter into a Development Agreement (the "Development Agreement"). Except for Section 11 below (which shall be binding upon Developer) this Term Sheet shall not be deemed conclusive or legally binding upon either the Developer or the EDA, and neither the Developer nor the EDA shall have any obligations regarding the property defined below, unless and until a definitive Development Agreement is approved by the EDA board and executed by both the Developer and the EDA.

1. Developer: Brooklyn Center AH I, LLLP (or a limited partnership or other entity to be formed by or affiliated with Real Estate Equities, Inc.)

2. Property: portions of PID 03-118-21-14-0024 (southern portion of the property at 5801 Xerxes Avenue North in the City)

3. Developer Conditions:
   a. Execution of Development Agreement
   b. Securing necessary financing, including issuance of conduit revenue bonds by the City
   c. Site Control

4. EDA Conditions:
   a. Establishment of a new Housing TIF District subject to approval after all proceedings required by law
   b. EDA approval of Construction Plans
   c. Execution of a Development Agreement

5. Minimum Improvements: Improvements to the Property will include the construction of an approximately 127-unit workforce rental housing facility and related amenities.

6. Construction Schedule: Commence construction by December 31, 2019, and complete by June 30, 2021. For the purpose hereof, "Commence" shall mean beginning of physical improvement to the Property, including grading, excavation, or other physical site preparation work; and "Completed" shall mean that the Minimum Improvements are sufficiently complete for the issuance of a Certificate of Occupancy for all rental housing units on the Property. Upon Completion the EDA shall issue, if requested by the Developer, a "Certificate of Completion" in recordable form.

7. Public Assistance: Subject to all terms and conditions of the Development Agreement, EDA will reimburse Developer for Qualified Costs equal of the Minimum Improvements in an amount not to exceed $1,630,000. "**Qualified Costs**" shall mean site improvement and infrastructure costs, and other costs eligible in accordance with applicable law, incurred in connection with the construction of the Minimum Improvements on the portion of the Property located in the new TIF District. Payments will be made semiannually commencing August 1, 2021, on a pay-as-you-go basis from 90% of available increments generated by the Property over a 16-year term, with interest at a rate

equal to the lesser of 4.75% per annum or the rate per annum on the Developer's financing for the construction of the Project until the note is fully paid.

8. Minimum Improvements Value: No Minimum Assessment Agreement.

9. Affordable Housing: The Property will be subject to a Declaration of Restrictive Covenants requiring income limitations (20% of units at 50% of area median income or 40% of units at 60% of area median income) for the 26-year statutory duration of the TIF District.

10. Jobs: Job creation is not a goal of this project.

11. Fees: The Developer has deposited with the EDA the sum of $10,000.00 to pay for the reasonable out-of-pocket legal, financial consultant and administrative fees associated with this transaction. Unexpended funds will be returned to the Developer and if additional funds are needed to pay such expenses the Developer will deposit such additional funds upon request by the EDA.

12. Miscellaneous:
    a. Transfer of the Property located in the new TIF District or of the Development Agreement or TIF Note Payments will be subject to EDA consent except for certain limited exceptions including mortgage financing.
    b. Developer covenants to pay property taxes and maintain customary insurance.

Council/EDA Work Session
City Hall Council Chambers
June 24, 2019

AGENDA

The City Council requests that attendees turn off cell phones and pagers during the meeting. A copy of the full City Council packet is available to the public. The packet ring binder is located at the entrance of the council chambers.

ACTIVE DISCUSSION ITEMS

1. Concept Review from Coalition Development for EDA-owned property at 61st Avenue N and Brooklyn Boulevard

   - Motion to approve a resolution terminating a Preliminary Development Agreement with Thor Living, LLC, and approving a preliminary development agreement with Coalition Development, LLC

2. Co-Responder Model for Mental Health Related 911 Calls

PENDING LIST FOR FUTURE WORK SESSIONS

1. Pending Items
   - Livable Wages
   - Liquor Ordinance Violations -7/8
   - Liquor Ordinance/Entertainment Permit -7/8
   - Liquor Ordinance Updates -7/8
   - 2020 Elections Update - 7/8
   - Discussion on Ordinance process - 7/8
   - Delinquent Utility Penalties
   - Public Subsidy Policy
   - Liquor Ordinance Violations - 7/22
   - Opportunity Site Draft Master Plan Discussion
   - Youth In Government - 7/22
   - Commemoration of 400 years of Slavery Activities

MEMORANDUM - COUNCIL WORK SESSION

DATE: 6/24/2019

TO: Curt Boganey, City Manager

THROUGH: N/A

FROM: Meg Beekman, Community Development Director

SUBJECT: Concept Review from Coalition Development for EDA-owned property at 61st Avenue N and Brooklyn Boulevard

Background:

Concept Review Process
The concept review process is an opportunity for the City Council to review a development concept prior to a formal proposal from an applicant, and provide comments, ask questions, and indicate whether or not the City would be open to the project. Concept reviews are helpful for projects that would involve EDA-owned land or public subsidy, as it provides insight to staff and the developer as to the City Council's level of interest, and any specific concerns, related to a project. A concept review is considered advisory and is nonbinding to the City and the applicant. No formal action can be taken at a work session, and the Council is not being asked to vote on the proposal. If the developer chooses to submit a formal application to the City to proceed, it would be subject to the full review process, as with any other development application.

Background
On November 26, 2018, Patrick Cruikshank of Thor Living, LLC, presented a concept proposal for a multi-family development on three EDA-owned lots at 61st Avenue N and Brooklyn Boulevard, just south of the Sanctuary development. The concept proposed 80-110 units of workforce housing in a four-story building. The concept also contemplated the use of tax increment financing to assist with the project. The City Council was favorable to the proposal at that time, and directed staff to move forward with preparing a Preliminary Development Agreement (PDA).

On December 10, 2018, the EDA entered into a PDA with Thor Living, LLC. The PDA allowed Thor Living to explore the development of the project, and would expire on July 30, 2019, providing Thor Living with the time to conduct due diligence and put together a financial subsidy application to the City for the development.

On January 21, 2019, the owners of Thor Living, LLC, Ravi Norman and Richard Copeland sent a letter to the EDA requesting that the PDA be terminated. The company had been dissolved and the development staff of Thor Living, LLC had parted ways with the company, branching off and creating their own development company, Coalition Development, LLC. The owners of Thor Living indicated in their letter that they were transferring any existing development rights that Thor Living had to Coalition Development.

On February 11, 2019, the EDA approved the developers request to terminate the PDA and enter into a substantially similar PDA with Coalition Development, LLC to take over the development project as originally proposed. The terms of the agreement remained the same.

Development Plan
Coalition Development has continued their due diligence work and has spent a substantial amount of time refining their site plan and financial proforma. They are preparing to submit a land use and public subsidy

application to the City for a full review of the project. Prior to a formal submittal, they are requesting a concept review with the City Council and Planning Commission to get input on the refined layout and development plan for the site.

Since the PDA was signed, the EDA has acquired a fourth parcel adjacent to the initial three, which has been incorporated into the development plan. The project remains substantially the same as originally conceived. Coalition Development is proposing to construct a 113-unit four-story building on the site with a mix of studios, one and two bedroom units. They are proposing 134 parking stalls in a mix of underground and surface, at a ratio of 1.19 stalls per unit or just over one per bedroom. A traffic and parking study will be conducted as part of the analysis and review of the project.

The building has been shifted and pushed away from Brooklyn Boulevard, which accomplishes two goals: 1) it aligns better with the adjacent Sanctuary development and better utilizes the shared driveway between the two sites; and 2) it creates space for the reconstruction of Brooklyn Boulevard and the needed additional right-of-way for trail connections.

The property abuts Wangstad Park to the west, and the site plan provides placement of the building's surface parking lot nearest to this property line, which provides a buffer between the building and the park. Fencing and landcaping can be provided here as well to soften the buffer between the parking lot and the park. The property to the north is the Sanctuary and contains the side of the building along with their service road and a row of trees.

The developer is in the process of reaching out to nearby property owners to discuss the project with them ahead of a formal application to the City.

Tax Increment Financing
The proposed development sites are in the existing TIF District #6, which was recently created to accommodate the Sanctuary. As such, TIF #6 is a housing district, which is reserved for development projects which provide a percentage of units to income qualified renters for the duration of the TIF District. The project as proposed would meet the rent requirements that coincide with the income limits of a housing district, and the developer has indicated that they intend to apply for public subsidy as part of their application to the City. Their financial proforma indicates that there is a gap.

While they have characterized their project as market rate because their proposed rents are market driven, the use of TIF will require that a percentage of the units in the building would be affordable to those making 50% area median income (AMI) or 60% AMI depending on what percentage of units they choose to set aside as affordable.

Conformance with City Policies
The EDA has been acquiring property along Brooklyn Boulevard for decades with the intent of assembling it for higher and better use as the transportation and land use patterns of the corridor change. Brooklyn Boulevard is undergoing a complete reconstruction which will have an effect on the land use patterns as access points are consolidated and the roadway is altered.

With the adoption of the 2040 Comprehensive Plan, the City adopted new future land use designations for much of the Brooklyn Boulevard corridor, which included a new land use designation of Neighborhood Mixed Use (NMU). The NMU land use designation contemplates an allowance of a mix of medium density residential and/or commercial uses on a given site depending on its location along the corridor. For example, commercial uses, with a possible mix of housing, will likely converge around primary, signalized intersections, which offer better access and visibility; while medium density residential uses will make up the balance between these primary nodes.

The proposed development project is in keeping with the goals for the corridor, is consistent with the adjacent Sanctuary development, and provides a highest and best use for EDA properties, which have been held by the City for many years in some cases. In addition, combined with the Sanctuary, the two projects, begin to provide momentum for future redevelopment along the corridor.

Next Steps
The developer will take input from the City Council and incorporate it into their final application. They also have a concept review scheduled with the Planning Commission for their July 11th meeting.

The developer intends to submit for the August Planning Commission meeting, which would place them on the Council's agenda for the end of August and early September. The project will require a PUD and Preliminary and Final Plat, as well as a Purchase Agreement with the EDA in addition to the public subsidy review.

Policy Issues:

- Does the City Council have any comments or concerns regarding the site plan and layout of the project?

- Does the City Council have any comments or concerns regarding the development plan or use of the properties as proposed?

Strategic Priorities and Values:

Targeted Redevelopment

ATTACHMENTS:

Description	Upload Date	Type
Project Narrative	6/19/2019	Backup Material
Site Plan	6/19/2019	Backup Material
Renderings	6/19/2019	Backup Material
Renderings	6/19/2019	Backup Material
December 10, 2018, EDA Report	2/4/2019	Backup Material
November 26, 2018, EDA Report	2/4/2019	Backup Material
Powerpoint	2/11/2019	Backup Material

6101 Brooklyn Blvd Apartments

Overview-

We are proposing a 4 story, 113-unit market rate apartment with underground parking. Because this is contemplated to utilize the existing Housing TIF District in this area, there will a certain number of units set aside at a lower designated rental rate.

The building amenities include a fitness center, community center, in-unit washer and dryer, pet-friendly, balconies and a state-of-the-art mail center. The site is located on the corner of Brooklyn Blvd and 61st Ave. Wangstead Park is located directly adjacent to the property and will be a wonderful added amenity for the residents.

We are contemplating adding a community art installation on the very prominent corner of Brooklyn Blvd and 61st Ave to highlight the site and provide a source of pride to residents traveling past and living in this part of Brooklyn Center.

Rents-

The monthly rents we are looking to achieve are as follows.

Studios: $950-$1100

1 Bedroom: $1,125 -$1,299

2 Bedrooms: $1,659-$1,771

Developers-

We are 3rd party developers working for an ownership group. The owners will utilize a very experienced and reputable 3rd party management group. The owners have a long-term hold mentality for their investments.

Design-

Ultimately, we want to fit into what the City of Brooklyn Center wants for this site and location. We feel, based on several previous discussions with staff and other stakeholders we are homing in on the appropriate size and look of the building.

Why we like the sites-

We like this site for multiple reasons. The first reason is that we feel that there already is a strong market and demand for market rate housing in this area. We also like the fact that it is on Brooklyn Blvd so it should make it easy for our residents to easily get to a major road to travel to and from work. We like that this site already had council support for multi-unit housing and is in a current TIF district. Having the location next to Wangstead Park is also beneficial for tenancy.

Benefits to City-

There is a need for newer stock market rate housing in this specific location. This project is a higher than normal use for a location that has been sitting vacant for some time. Taxes will be generated as revenue for the City long term. As has been previously stated, there will be a certain number of units set aside for designated tenants who qualify for lower income housing. Also, the City will receive full market value for the vacant land.

Parking-

Per our site plan we currently will have 73 surface parking stalls and 61 underground stalls. Our current breakdown of units are 50 studios, 44 one bedrooms, 19 two bedrooms. This then totals to 113 units. Our total stalls number is 134 which is equivalent to more than 1 stall per bedroom in these apartments.

Color Site Plan-

Sent separately.

BROOKLYN BOULEVARD APARTMENTS

BROOKLYN CENTER
MINNESOTA

Coalition
DEVELOPMENT

COLE GROUP
ARCHITECTS
216 Park Avenue S., Suite 102 • St. Cloud, MN 56301
Phone: (320) 654-6570 Fax: (320) 230-6570

Coalition Development Refined Concept Review

EDA Meeting, June 24, 2019
Meg Beekman, Community Development Director

Project Update

- December 10, 2018 - EDA Entered into PDA with Thor Living
- January 21, 2019 – Thor Living is dissolved and request for termination of PDA is requested
- February 11, 2019 – EDA Entered into PDA with Coalition Development
- March 11, 2019, EDA approves PA for 3606 61st Avenue N.
- Coalition Development preparing to submit land use and financial subsidy application

2

- 6101 Brooklyn Blvd
- 6107 Brooklyn Blvd
- 3600 61st Ave N
- 3606 61st Ave N

3

4

Project Proposal

- Four-story, 113-unit multi-family
- Mix of studios, to 2-bedroom units
- Mix of underground and surface parking; Ratio of 1 stall/bedroom and 1.19/unit
- Mix of affordable and market rate
- Anticipated Rents:
  - Studios: $950-$1100
  - 1-bdrm: $1125-$1299
  - 2-bdrm: $1659-$1771
- Site Layout
  - Maximizes setback to Brooklyn Boulevard
  - Blends better with the Sanctuary development
  - Places patios on 61st Avenue for neighborhood orientation
  - Utilizes shared driveway with Sanctuary; maintains two access points

Financing – Current Estimate

- Total Project Costs (estimated): $14,656,094
  - Land Acquisition (For Four Parcels): $595,000
  - Soil Correction and Demolition: $200,000
  - Total Soft Costs: $3,052,344
  - Total Hard Costs: $10,808,750
- Estimated TIF Request (GAP): $2,685,000
- Estimated Taxes Generated: $234,000
- Current Taxes Generated: $3,018

Process

- PDA – Expires July 30, 2019
- Sale of EDA-owned property
  - Purchase Agreement
  - EDA (Public Hearing)
- Planning Case Application: Preliminary and Final Plat, Rezoning, possible PUD, Site and Building Plan Review
  - Planning Commission (Public Hearing)
  - City Council Review
- Public Subsidy Request
  - Review by public finance consultants
  - Formal Review by City/EDA (Public Hearing)
  - Development Agreement

Policy Discussion

- 2040 Comprehensive Plan – Reguides property to Neighborhood Mixed Use – allows a mix of medium to high density residential and/or commercial uses.
- Anticipated that land use study will direct commercial and mixed use developments to primary full access nodes and guide the rest of corridor for a range of residential uses.

Policy Discussion

- Does the City Council have any comments or concerns regarding the site plan and layout of the project?
- Does the City Council have any comments or concerns regarding the development plan or use of the properties as proposed?

EDA ITEM MEMORANDUM

DATE: 12/10/2018

TO: Curt Boganey, City Manager

THROUGH: N/A

FROM: Meg Beekman, Community Development Director

SUBJECT: Resolution Approving a Preliminary Development Agreement with Thor Living, LLC

Background:

Thor Living is a development and construction company which is contemplating a project on EDA-owned property at 61st Avenue N and Brooklyn Boulevard. The property consists of three single-family parcels which were acquired by the EDA in 2012 and 2016. They are immediately adjacent to the Sanctuary Senior Living project and are currently located in TIF District 6, which is a housing district. There is a fourth single family parcel immediately to the west of the three parcels (3606 61st Avenue N) which is privately owned, but included in the TIF District. The EDA had anticipated purchasing that property at the time the TIF District was established however the property owners indicated they were not ready to move forward with the sale. City staff have since been in contact with the homeowners who have now indicated a willingness to sell their property. The addition of this fourth parcel, if it occurs, would effect the layout of the site and proposal.

At the November 26, 2018, City Council meeting, Thor Living shared their concept for the site which included a four-story, 80-110-unit multi-family development. The building would have a mix of unit sizes from studios up to three bedroom units. They are proposing a mix of underground and surface parking at a ratio of one stall per bedroom.

The product they are proposing would be a mid-range, market-rate product with rents affordable to those making 50%-80% of the area median income. They call it "attainable housing", and it would be similar to other workforce housing developments around the region. The developer has submitted a project narrative which describes their concept, the anticipated rents, and their ownership model.

The developer submitted an initial proforma which indicates a total project cost of approximately $15,000,000. The proforma indicates that there will be a gap in the financing and the developer anticipates applying for public subsidy to make the project feasible. The project as proposed would meet the affordability requirements for a housing TIF district, which is the type of TIF district that the property currently is in. Any request for public subsidy would go through the City's formal review process, including review by the City's public finance consultant.

After reviewing the concept proposal the City Council indicated an openness to the project. The developer is now requesting a Preliminary Development Agreement to allow them time to conduct a review of the property, obtain financing for the project, prepare appropriate plans, obtain necessary City approvals for the development, and negotiate with the EDA on an agreement for the sale of the Property. The Preliminary Development Agreement would expire on July 30, 2019.

The next step would be for the developer to submit an application for public subsidy, which would trigger the City and EDA's formal review process. The EDA and developer will also need to negotiate a purchase agreement for the property, which would also require a public hearing and approval from the EDA prior to

execution.

Budget Issues:

None to consider at this time.

Strategic Priorities and Values:

Targeted Redevelopment

Commissioner introduced the following resolution and moved its adoption:

EDA RESOLUTION NO.

RESOLUTION APPROVING A PRELIMINARY DEVELOPMENT AGREEMENT WITH THOR LIVING, LLC

WHEREAS, the Economic Development Authority of Brooklyn Center, Minnesota (the "Authority") has received a proposal from Thor Living, LLC, a Minnesota limited liability company (the "Developer") regarding the development of land owned by the Authority for the creation of a multifamily workforce housing apartment building, which proposal contemplates the Authority's conveyance of the Authority Property to the Developer; and

WHEREAS, the Authority's Board of Commissioners has reviewed the Developer's development concept and has caused to be prepared a Preliminary Development Agreement to allow the Developer to negotiate the purchase of the Authority Property, conduct due diligence, obtain the necessary financing and commitments to construct the development, apply for and gain approval from the City for the development and any necessary public subsidy; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Economic Development Authority of Brooklyn Center, Minnesota (the "Board), as follows:

1. The EDA hereby approves the Preliminary Development Agreement substantially in accordance with the terms set forth in the form presented to the Board, together with any related documents necessary in connection therewith (collectively, the "Preliminary Development Documents") and hereby authorizes the President and Executive Director to negotiate the final terms thereof and, in their discretion and at such time as they may deem appropriate, to execute the Preliminary Development Documents on behalf of the Authority, and to carry out, on behalf of the Authority, the Authority's obligations thereunder.

2. The approval hereby given to the Preliminary Development Documents includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by legal counsel to the Authority and by the officers authorized herein to execute said documents prior to their execution; and said officers are hereby authorized to approve said changes on behalf of the Authority. The execution of any instrument by the appropriate officers of the Authority herein authorized shall conclusive evidence of the approval of such document in accordance with the terms hereof. In the event of absence or disability of the officers, any of the documents authorized by this Resolution to be executed may be executed without further act or authorization of the Board by any duly designated acting official, or by such other officer or officers of the Board as, in the opinion of the City Attorney, may act in their behalf.

3. Upon execution and delivery of the Preliminary Development Documents, the officers and employees of the Authority are hereby authorized and directed to take or cause to be taken such actions as may be necessary on behalf of the Authority to implement the Preliminary Development Documents.

Resolution No.

4. The Board hereby determines that the execution and performance of the Preliminary Development Documents will help realize the public purposes of the Act.

December 10, 2018 _____
Date

_____
Mayor

ATTEST: _____
City Clerk

The motion for the adoption of the foregoing resolution was duly seconded by commissioner

and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:
whereupon said resolution was declared duly passed and adopted.

PRELIMINARY DEVELOPMENT AGREEMENT

PRELIMINARY DEVELOPMENT AGREEMENT dated this 10th day of December, 2018, by and between the Economic Development Authority of Brooklyn Center, 6301 Shingle Creek Parkway, Brooklyn Center, MN 55430 (the "Authority") and Thor Living LLC, 1256 Penn Ave. North, Suite 4000, Minneapolis, MN 55411 (the "Developer").

WHEREAS, the Authority is the fee owner of property located in the City of Brooklyn Center (the "City") at 6101, 6107 Brooklyn Blvd and 3600 61st Ave North (the "Property") which Property the Authority is willing to consider selling for purposes of development of an approximately 80-110 unit multi-family workforce housing apartment building (the "Development");

WHEREAS, the Developer desires to explore the possibility of acquiring the Property together with additional adjoining private property ("Additional Property") to combine with the Property (together, the "Property" and "Additional Property" are referred to herein as the "Development Property") for development of the Development;

WHEREAS, the Authority's Board of Commissioners has reviewed the Development concept and is interested in development of the Property as proposed by the Developer;

WHEREAS, if the Developer is successful in obtaining the necessary financing and commitments to construct the Development and agrees to construct the Development, then the Authority would be willing to enter into an agreement with the Developer for the conveyance of the Property and construction of the Development at a mutually agreed upon price together with other negotiated conditions for conveyance of the Development Property;

WHEREAS, Developer has requested that the Authority execute this Preliminary Development Agreement ("PDA") agreeing to work solely with Developer during the term hereof on negotiations for acquisition of the Development Property by Developer to provide Developer with time to conduct review of the Development Property, obtain financing for the proposed Development, prepare appropriate plans for the Property, obtain necessary City approvals for the Development, and negotiate with the Authority on an agreement for the sale of the Development Property;

WHEREAS, the Authority is willing to enter into this PDA for such purposes upon the terms and conditions provided herein.

NOW THEREFORE the parties agree as follows:

1. In consideration of the processing of the Development under the terms of this PDA, the Authority agrees that it will negotiate and work solely with Developer on negotiations for sale of the Property to Developer for Developer's proposed Development until July 30, 2019 ("Term").

2. During the Term of this PDA, Developer agrees to use its best efforts to:

(i) complete site planning and site engineering;
(ii) complete architectural concept plans;
(iii) submit application for a Public Subsidy request and all necessary financial documentation needed for review;
(iv) submit application, and receive all necessary City approvals related to the subdivision and development of the Development Property;
(v) secure construction financing necessary to construct a project consistent with the terms of this PDA;
(vi) negotiate a Contract for Private Development for acquisition and development of the Development Property and construction of an approved Development.

3. During the Term of this PDA, Developer and the Authority agree to use their best efforts to resolve property acquisition issues related to the Development Property and to attempt to bring fruition to the proposed Development through a Contract for Private Development for conveyance of the Property and development of the Development Property; provided, however, that the Developer acknowledges that the Authority will not exercise the power of eminent domain with respect to the acquisition of any property in connection with the Development or this PDA.

4. Developer may assign this PDA to an affiliate or Authority approved successor upon written notification and approval by the City.

5. The Developer will provide the City with a written progress report on the status of the goals identified in Paragraphs 2 and 3 every 30 days following the date of this PDA.

6. This PDA represents the entire understanding of the parties regarding the Development Area and any amendment to this PDA shall be in writing and be executed by both parties.

7. Both Parties are aware of and acknowledge that contingencies and unknowns presently exist, any one or more of which could make the Development cost prohibitive, and that both parties are expending sums of money and time with full knowledge of the risks involved and that neither party shall be liable for any of the other party's expenses in any event, except (i) as otherwise provided pursuant to a separate agreement between the parties, (ii) in connection with an application for a Public Subsidy, or (iii) pursuant to required fees or costs related to applications made to the City or under City Code.

8. The parties agree that this PDA is not intended to bind the parties to enter into an agreement for the sale and acquisition of the Property, but is merely intended to set forth the parties' intent to proceed with the process of (i) negotiating an agreement for the sale of the Development Property and development of the Development Property and (ii) resolving certain pre-development issues related to the Development Property and Development.

9. No approval given by the Authority hereunder or in connection herewith shall be deemed to constitute an approval of the Development for any purpose other than as stated herein and the process outlined in this Agreement shall not be deemed to supersede any concept review,

conditional use permit, vacation, subdivision, or other zoning or planning approval process of the Authority or the City relative to the development of real estate.

10. This PDA may be amended by mutual written agreement of the parties.

11. If any portion of this Agreement is held invalid by a court of competent jurisdiction, such decision shall not affect the validity of any remaining portion of this Agreement.

12. Notice, demand, or other communication from one party to the other shall be deemed effective if sent by certified mail, postage prepaid, return receipt requested or delivered personally to a party at its address in the first paragraph of this Agreement, or at such other address as such party may designate in writing to the other party.

13. The Authority and Developer agree that this Agreement is intended to be preliminary in nature and will be superseded by one or more definitive contracts, mutually satisfactory to the Authority and the Developer, which shall be negotiated, approved and executed by the Authority and the Developer and no obligation regarding the conveyance of property or provision of any Public Subsidy shall exist with respect to the Development prior the approval and execution of such definitive contract(s).

IN WITNESS WHEREOF, the Authority has caused this Agreement to be duly executed in its name and behalf and the Developer has caused this Agreement to be duly executed in its name and behalf on or as of the date first above written

ECONOMIC DEVELOPMENT AUTHORITY OF BROOKLYN CENTER, MINNESOTA

By_____
Its President

By_____
Its Executive Director

Thor Living, LLC

By_____

Its _____

6101 Brooklyn Blvd

Product Type

THOR Living proposes what we call "attainable housing". This type of housing can aptly be described as similar to workforce housing. We believe that there is a "missing middle" or a hole in the spectrum of multi-family housing. There are a great deal of people out there with livable wage jobs who are looking for new, safe, comfortable housing who can't find it in their communities. For the most part it doesn't exist because developers and investors of real estate are looking for the highest return on their dollar. Typically this type of product has a lesser return than even affordable housing, because it doesn't receive the deep governmental subsidies. This market rate product does require some lean in by the local city government. If TIF or low cost land can be applied, this product type stands a chance to work financially.

Rents

Studios: $940 1 Bedroom: $1260 2 Bedroom: $1568 3 Bedroom: $1755

We have 45% of our units under the 60% AMI threshold for purposes of housing TIF. TIF for housing requires 40% or more under the 60% AMI threshold, so we surpass that requirement.

Ownership and management

THOR does not contemplate owning or managing this project at this time. We typically have outside investors who either manage their own portfolios or use reputable 3rd party managers.

Similar Projects

THOR is currently developing and building a similar product type called 1935 Park Ave in South Minneapolis. It contains 43 units of housing ranging from studios to 3 bedrooms. We have surface parking only. The amenities are a fitness center and a bike storage room.

Amenities

We are flexible on amenities and finishes, but only up to the point that they work financially in the project. We would work closely with City staff to determine all of these variables.

Site

We like this site for multiple reasons. We believe that this product type in this locations serves the City of Brooklyn Center and its community members well. There seems to be existing support for attainable housing in this area. It is located close to some walkable retail. It has quick and easy access to major roads. It resides in an existing TIF district.

City Benefits

As stated, we feel this new product type doesn't exist currently in the City of Brooklyn Center and that is highly needed. Providing attainable housing for the missing middle is an admirable and necessary product for many communities. We believe that this will resonate well with the citizens and keep them around at night and on the weekends supporting the local retail and other community amenities. Density in housing is good for retail. Studies prove this out. An investment in housing is an investment in more than just the specific project. It supports other parts of the economic engine.

Parking

Per our site plan we currently have 60 stalls of surface parking and 53 stalls of underground parking contemplated. This totals 113 stalls. When you add up the total number of bedrooms in the mix of apartments that we are proposing, we have 102 total bedrooms. We exceed the total number of bedrooms by 11 stalls. We propose a ratio of 1.1 to 1. We also propose adding as much green space as we can to this highly hard surfaced site. If there is room, we would propose a small dog park for the community to use.

Site Plan – Although a basic site plan doesn't show the laundry in the units, we commit to this request.

MEMORANDUM - COUNCIL WORK SESSION

DATE: 11/26/2018

TO: Curt Boganey, City Manager

THROUGH: N/A

FROM: Meg Beekman, Community Development Director

SUBJECT: Brooklyn Boulevard Development Concept Proposal

Recommendation:

It is recommended that the City Council review a development concept for EDA-owned property at 61st Avenue N and Brooklyn Boulevard, and provide feedback and direction to staff and the developer.

Background:

The concept review process is an opportunity for the City Council to review a development concept prior to a formal proposal from an applicant, and provide comments, ask questions, and indicate whether or not the City would be open to the project. Concept reviews are helpful for projects that would involve EDA-owned land or public subsidy, as it provides insight to staff and the developer as to the City Council's level of interest, and any specific concerns, related to a project. A concept review is considered advisory and is nonbinding to the City and the applicant. No formal action can be taken at a work session, and the Council is not being asked to vote on the proposal. If the developer chooses to submit a formal application to the City to proceed, it would be subject to the full review process, as with any other development application.

Project Concept
Thor is a development and construction company which is contemplating a project on EDA-owned property at 61st Avenue N and Brooklyn Boulevard. The property consists of three single-family parcels which were acquired by the EDA in 2012 and 2016. They are immediately adjacent to the Sanctuary Senior Living project and are currently located in TIF District 6, which is a housing district. There is a fourth single family parcel immediately to the west of the three parcels (3606 61st Avenue N) which is privately owned, but included in the TIF District. The EDA had anticipated purchasing that property at the time the TIF District was established however the property owners indicated they were not ready to move forward with the sale. City staff have since been in contact with the homeowners who have now indicated a willingness to sell their property. The addition of this fourth parcel, if it occurs, would effect the layout of the site and proposal.

Thor Construction is proposing a three-story, 80-unit multi-family development on the site. The building would have a mix of unit sizes from studios up to three bedroom units. They are proposing a mix of underground and surface parking at a ratio of one stall per bedroom.

The product they are proposing would be a mid-range, market-rate product with rents affordable to those making 50%-80% of the area median income. They call it "attainable housing", and it would be similar to other workforce housing developments around the region. The developer has submitted a project narrative which describes their concept, the anticipated rents, and their ownership model. Thor is developing a similar project in South Minneapolis currently. Renderings of that project are attached for reference.

Financing

The developer has also submitted an initial proforma which indicates a total project cost of approximately $15,000,000. The proforma indicates that there will be a gap in the financing and that the develop is likely to request some form of subsidy from the City to make the project feasible. The project as proposed would meet the affordability requirements for a housing TIF district, which is the type of TIF district that the property currently is in.
The developer has indicated that they are open to input from the City on the amenities in the building and the parking layout. For example items such as in-unit laundry facilities, fitness rooms, community spaces, and additional underground parking could be explored; however each of these things will have an effect on the overall project cost. Increasing the subsidy needed to make the project feasible. For example, underground parking costs approximately 4-6 times as much as surface parking to construct and so more underground parking will increase the cost of the project dramatically.

Policy Issues:

The properties are a mix of zoning which include PUD C2, C1, and R1. The City has had a long standing policy of removing single family property from Brooklyn Boulevard in favor of higher intensity land uses. At the time that the Sanctuary was developed it was contemplated that these parcels would be developed into an adult daycare which would be ancillary to the Sanctuary; however, that project never came to fruition.

The 2040 Draft Comprehensive Plan guides this property as Neighborhood Mixed Use, which allows for both commercial uses and multi-family residential. Given the lack of curb cuts and controlled intersection, these parcels are not likely candidates for higher traffic commercial land uses. In addition, the proximity to Wangstad Park and access from residential streets makes a residential use here more appropriate.

The developer is seeking input from the Council on their proposed concept and layout, as well as indication on the Council's willingness to support an ask for public subsidy on the development. Based on the Council's direction this evening, the developer will make a determination as to whether to proceed with a formal process to secure development rights to the land and to conduct their due diligence. Any request for public subsidy would require a full analysis by the City's public finance consultant and City and EDA review as is stipulated by State Statute.

Strategic Priorities and Values:

Targeted Redevelopment

France Ave N
Brooklyn Center
Wangstad Park
61st Ave N
61st Ave N
Brooklyn Blvd
152

6101 Brooklyn Blvd

Product Type

THOR Living proposes what we call "attainable housing". This type of housing can aptly be described as similar to workforce housing. We believe that there is a "missing middle" or a hole in the spectrum of multi-family housing. There are a great deal of people out there with livable wage jobs who are looking for new, safe, comfortable housing who can't find it in their communities. For the most part it doesn't exist because developers and investors of real estate are looking for the highest return on their dollar. Typically this type of product has a lesser return than even affordable housing, because it doesn't receive the deep governmental subsidies. This market rate product does require some lean in by the local city government. If TIF or low cost land can be applied, this product type stands a chance to work financially.

Rents

Studios: $940 1 Bedroom: $1260 2 Bedroom: $1568 3 Bedroom: $1755

We have 45% of our units under the 60% AMI threshold for purposes of housing TIF. TIF for housing requires 40% or more under the 60% AMI threshold, so we surpass that requirement.

Ownership and management

THOR does not contemplate owning or managing this project at this time. We typically have outside investors who either manage their own portfolios or use reputable 3rd party managers.

Similar Projects

THOR is currently developing and building a similar product type called 1935 Park Ave in South Minneapolis. It contains 43 units of housing ranging from studios to 3 bedrooms. We have surface parking only. The amenities are a fitness center and a bike storage room.

Amenities

We are flexible on amenities and finishes, but only up to the point that they work financially in the project. We would work closely with City staff to determine all of these variables.

Site

We like this site for multiple reasons. We believe that this product type in this locations serves the City of Brooklyn Center and its community members well. There seems to be existing support for attainable housing in this area. It is located close to some walkable retail. It has quick and easy access to major roads. It resides in an existing TIF district.

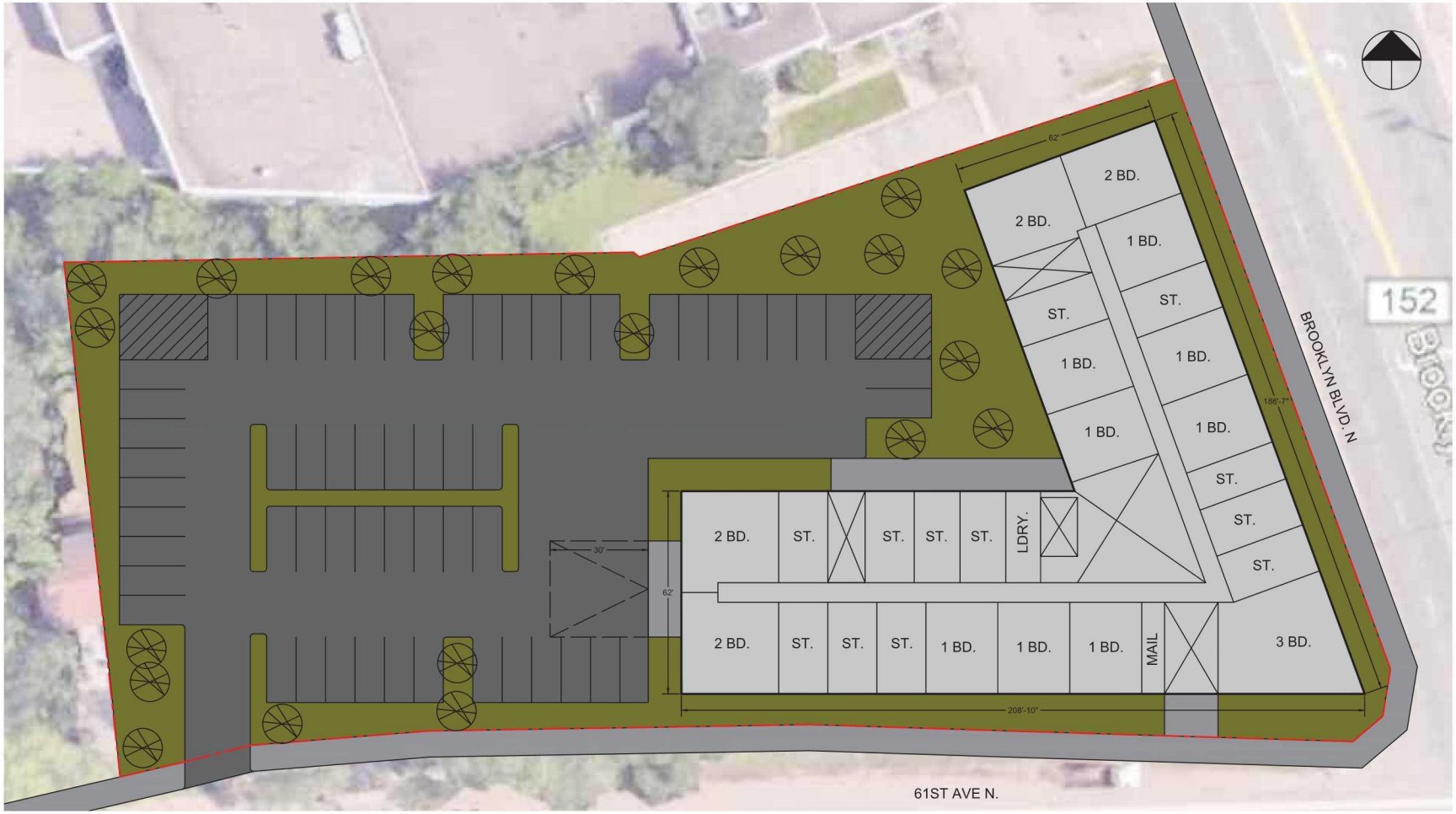
City Benefits

As stated, we feel this new product type doesn't exist currently in the City of Brooklyn Center and that is highly needed. Providing attainable housing for the missing middle is an admirable and necessary product for many communities. We believe that this will resonate well with the citizens and keep them around at night and on the weekends supporting the local retail and other community amenities. Density in housing is good for retail. Studies prove this out. An investment in housing is an investment in more than just the specific project. It supports other parts of the economic engine.

Parking

Per our site plan we currently have 60 stalls of surface parking and 53 stalls of underground parking contemplated. This totals 113 stalls. When you add up the total number of bedrooms in the mix of apartments that we are proposing, we have 102 total bedrooms. We exceed the total number of bedrooms by 11 stalls. We propose a ratio of 1.1 to 1. We also propose adding as much green space as we can to this highly hard surfaced site. If there is room, we would propose a small dog park for the community to use.

Site Plan – Although a basic site plan doesn't show the laundry in the units, we commit to this request.



BROOKLYN BLVD APARTMENTS

1/32 = 1'

UNIT COUNT: 80
SURFACE PARKING: 60
UNDERGROUND PARKING: 53

THOR DESIGN PLUS

THOR LIVING

Park
E Franklin St
35

1935

1935

Preliminary Development Agreement Transfer

EDA Meeting, February 11, 2019

Meg Beekman, Community Development Director

Project Update

- December 10, 2018 - EDA Entered into PDA with Thor Living
- January 21, 2018 – Thor Living is dissolved and request for termination of PDA is requested
- Coalition Development, LLC – Taking over Thor Living's development projects
- Request is to terminate PDA with Thor Living and approve PDA with Coalition Development

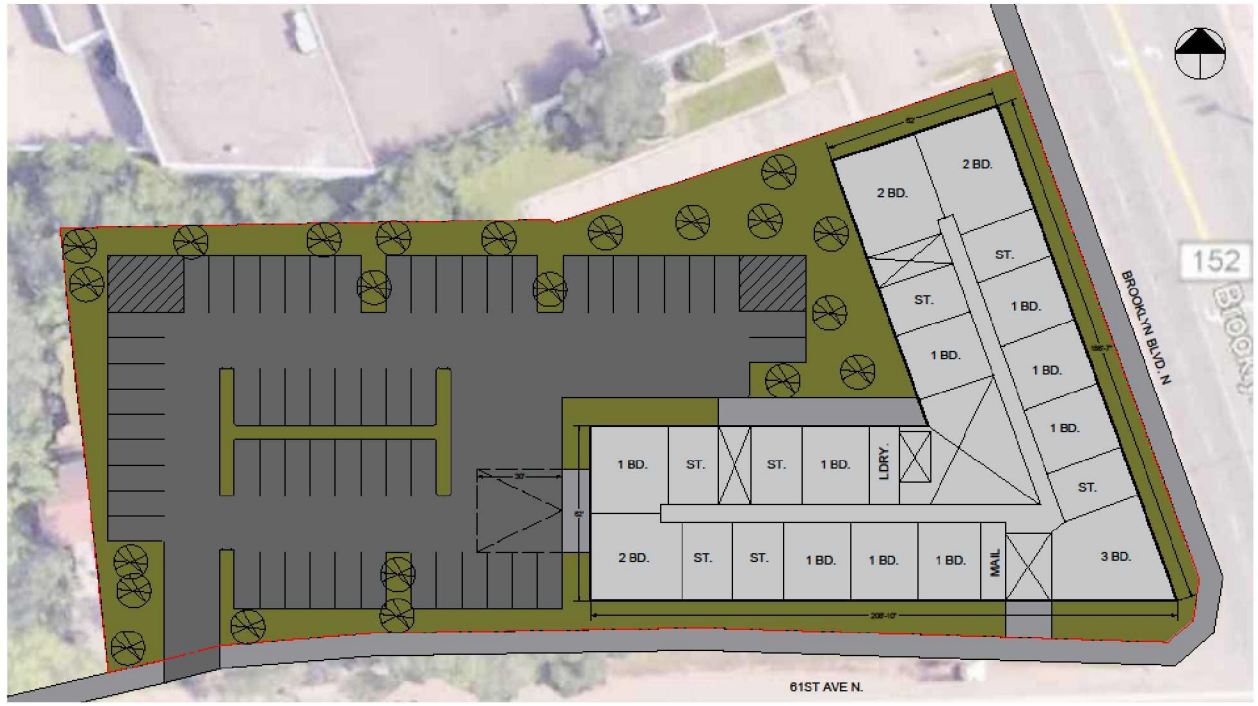
- 6101 Brooklyn Blvd
- 6107 Brooklyn Blvd
- 3600 61st Ave N

County Rd 152

Project Proposal

- Four-story, 80-110-unit multi-family development
- Mix of studios, to 3-bedroom units
- Mix of underground and surface parking; Ratio of 1 stall/bedroom
- Affordable at 60-80% AMI
- Anticipated Rents:

Studios: $940 1-bdrm: $1260
2-bdrm: $1568 3-bdrm: $1755



BROOKLYN BLVD APARTMENTS

1/32 = 1'

UNIT COUNT: 80
SURFACE PARKING: 60
UNDERGROUND PARKING: 53

Financing – Current Estimate

- Total Project Costs: $14,656,094
  - Land Acquisition (For Four Parcels): $595,000
  - Soil Correction and Demolition: $200,000
  - Total Soft Costs: $3,052,344
  - Total Hard Costs: $10,808,750
- TIF Requested (GAP): $2,685,000
- Estimated Taxes Generated: $234,000
- Current Taxes Generated: $3,018

Process

- PDA – Expires July 30, 2019
- Sale of EDA-owned property
  - Purchase Agreement
  - EDA (Public Hearing)
- Planning Case Application: Preliminary and Final Plat, Rezoning, possible PUD, Site and Building Plan Review
  - Planning Commission (Public Hearing)
  - City Council Review
- Public Subsidy Request
  - Review by public finance consultants
  - Formal Review by City/EDA (Public Hearing)
  - Development Agreement

Recommendation

- Motion to approve a resolution terminating a Preliminary Development Agreement with Thor Living, LLC and approving a Preliminary Development Agreement with Coalition Development, LLC

MEMORANDUM - COUNCIL WORK SESSION

DATE: 6/24/2019

TO: Curt Boganey, City Manager

THROUGH: N/A

FROM: Tim Gannon, Chief of Police

SUBJECT: Co-Responder Model for Mental Health Related 911 Calls

Recommendation:

- No Council action requested at this time

Background:

The City Council has received two briefings from the same citizen during open sessions regarding a Police co-responder model for mental health calls for service. Literature and information has been presented by that citizen. The Police Department has been researching this topic before those presentations because some police agencies within Hennepin County are attempting to deploy variations of a co-responder model and there is no clarity surrounding this issue. This presentation with information provided is an attempt to provide clarity and also explain how various models for an enhanced police response to mental health related emergency calls for service are being implemented.

If this is to be pursued additional staff expenses would be necessary to properly implement the response plan. The option that requires on-scene response would require additional sworn staff as well as contracting with multiple mental health professionals to be available for responding at various times and days. The option to provide follow-up care and enhanced services would be less expensive and effective in reducing the repeat calls for service to the same persons or locations such as group homes. It would not be effective for in progress unknown mental health crisis calls.

Policy Issues:

1. Does the Council require additional information regarding options to respond to persons in mental health crisis?
2. Is the Council satisfied with our current efforts to respond to persons in mental health crisis?
3. Is the Council interested in considering additional options for our response to persons in mental health crisis?

Strategic Priorities and Values:

Safe, Secure, Stable Community

ATTACHMENTS:

Description	Upload Date	Type
PowerPoint	6/14/2019	Cover Memo

What Are Other Cities Doing?

DEFINITIONS

- C.I.T – Crisis Intervention Team; C.I.T Officers respond to mental health calls trained to uses de-escalation techniques if necessary and assess if referral to services or transport for mental health evaluation is appropriate.
- C.O.P.E – Community Outreach Psychiatric Emergencies. This is a Hennepin County program with Crisis responders.

BLOOMINGTON

- Memphis Model / Case Management
- NEW EVOLVING PROGRAM
- Policy in effect approx. 4/1/19
- Partnered with Hennepin County C.O.P.E Mental Health for their social worker but haven't had one assigned yet.
- C.I.T Trained Officer wears regular police uniform with a C.I.T pin.
- Comprehensive form for follow up.

Crisis Intervention Team (CIT) Program: A partnership program between police, mental health agencies, advocates, and the community that seeks to achieve the common goals of safety, understanding, and service to individuals in crisis, those suffering from mental health issues and their families. The goals of the CIT Program are to:

- Improve the safety and security of officers, individual in crisis, their family, and community members.
- Improve the quality of life for people suffering from mental illness or crisis.
- Change how society and systems view individuals suffering from mental illness or crisis.
- Change how healthcare and criminal justice systems respond to individuals suffering from mental illness or crisis.

MINNEAPOLIS

The Police Call Was Supposed to Be a Wellness Check on a Friend. So How Did Travis Jordan End Up Dead?

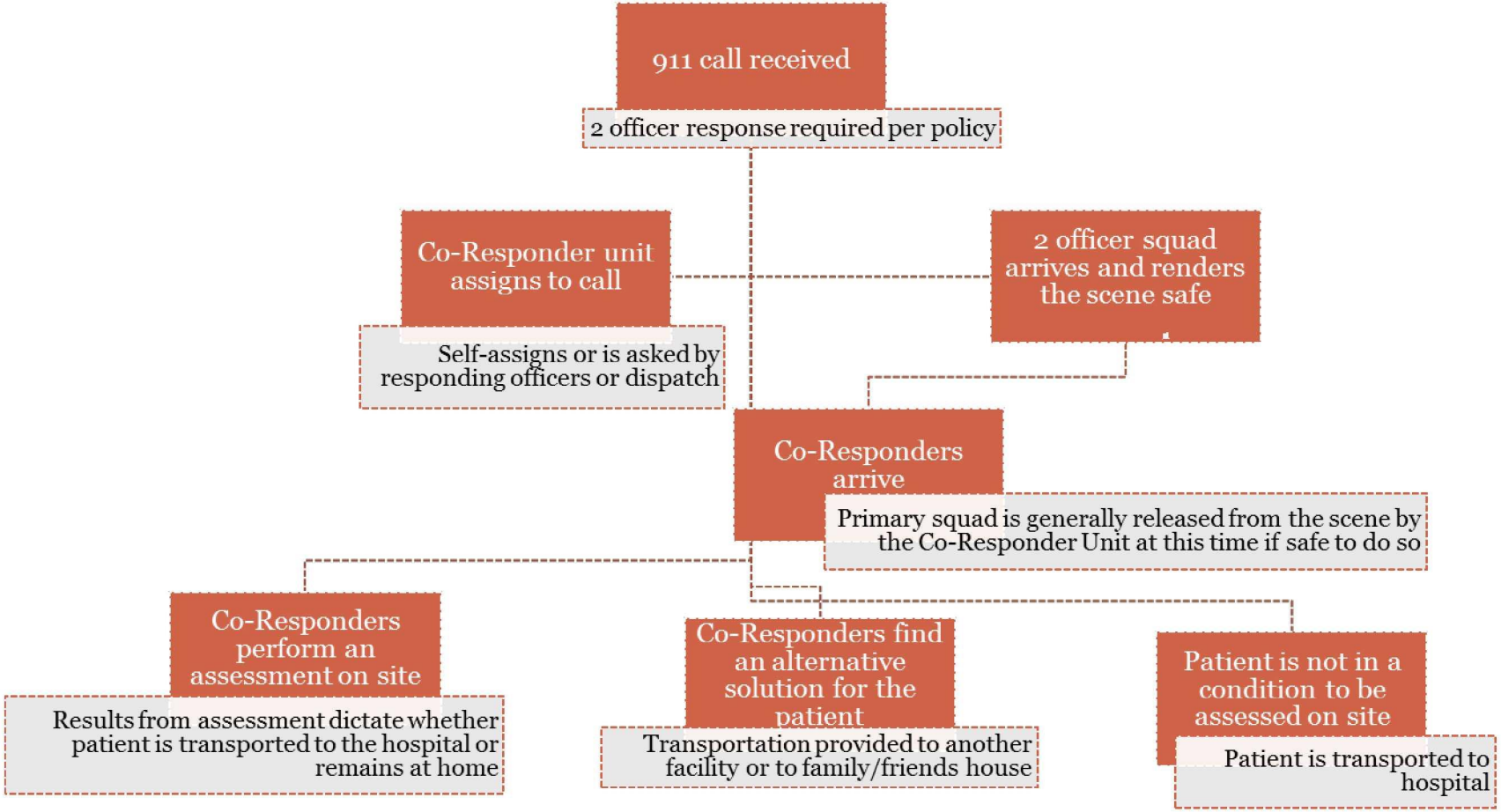
Stephen A. Crockett Jr.
11/12/18 1:33pm • Filed to: TRAVIS JORDAN 60 4

MINNEAPOLIS

The Co-Responder Model W/Case management

- Team consists of 5 sworn MPD Officers and 5 mental health professionals from Hennepin County's COPE (Community Outreach for Psychiatric Emergencies)
- Co-Responder Team members wear 'soft' uniforms consisting of full duty belt, navy blue duty pants and a navy blue polo shirt with MPD insignia.
- The Co-Responder Team hours of operation are 10 a.m.–6 p.m., Monday-Friday.
- Follow up on mental health calls for proper resources from after hours shifts and responds to mental health calls while on duty that would need immediate assistance by a C.I.T & mental health professional.

MINNEAPOLIS



DATA COLLECTED

-1556 contacts were attempted by the Co-Responder Unit between the listed dates (9/11/17 to 4/1/19) with <u>both 911 Response calls and Follow-up</u>.

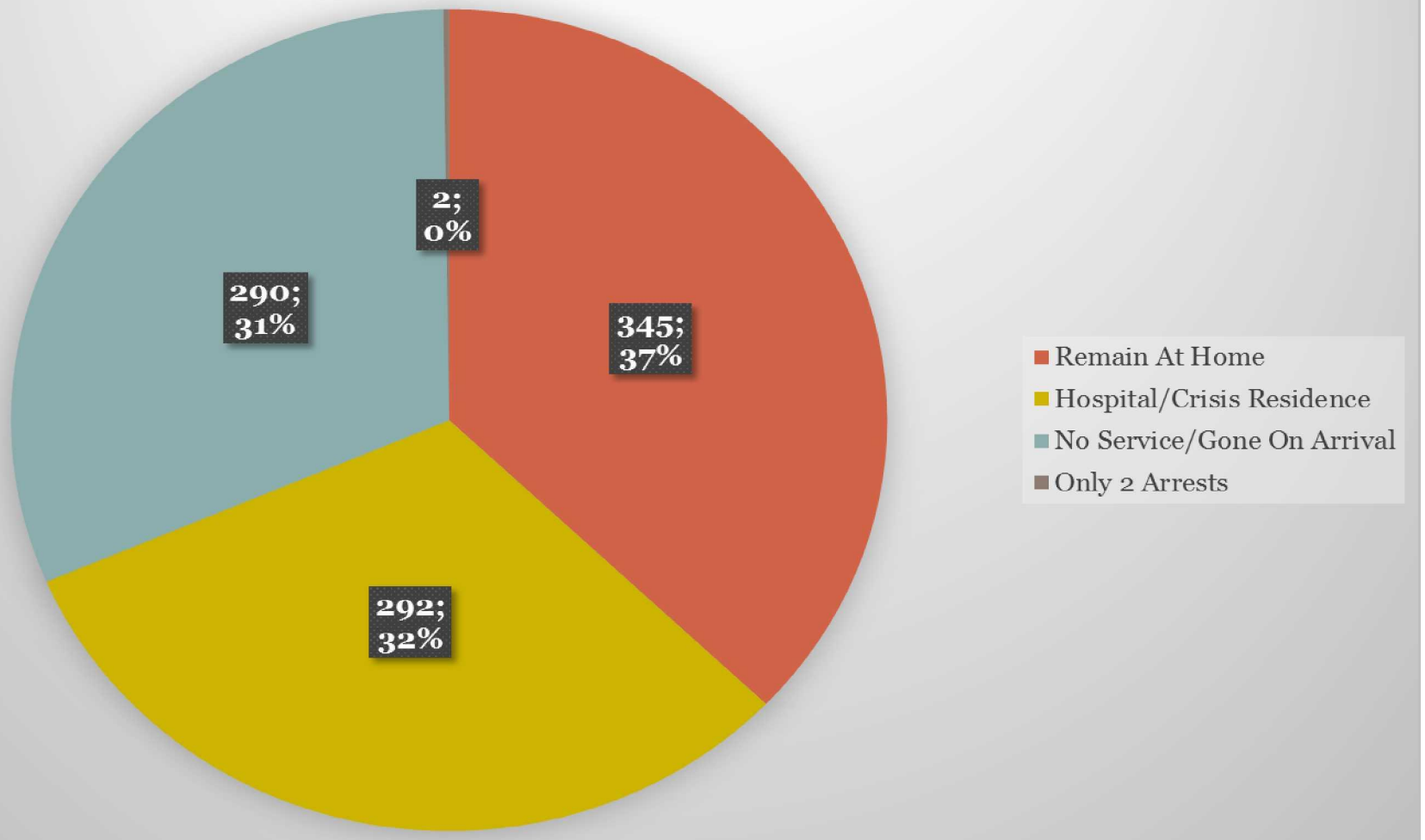
-1358 of these calls were for adults
-198 of these calls were for juveniles

-332 assessments were conducted by the COPE mental health professional that are assigned to the Co-Responder Unit.

-5 Use of Force after an EDP/client assaulted an officer.

CALL DISPOSITIONS ARE ON THE FOLLOWING GRAPH:

Co-Responder Response Data
(based on 929 total events where the Co-Responder Unit responded to an address since 9-11-17)



SAINT PAUL

- 3 Officers, 1 Sergeant and 2 Mental Health Professionals.
- Starting next month 3 more Officers will start and will be paired up with Mental Health Professionals.
- Clinicians help determine the level of pathology and danger and guide possible strategies for resolution. They will also make recommendations of when and how to intervene.
- Have an intricate Case Management system set up for follow up.

ST. PAUL

FOLLOW UP HOME VISIT

- A follow-up visit is conducted with a Mental Health Clinician to determine if there are mental health resources which would be beneficial.
- Similar questions to a follow-up phone call and an attempt is made to schedule an additional time for the individual to meet with the Mental Health Clinician.
- This has been found to be the most productive way to engage individuals in mental health resources if they are not currently receiving mental health services.

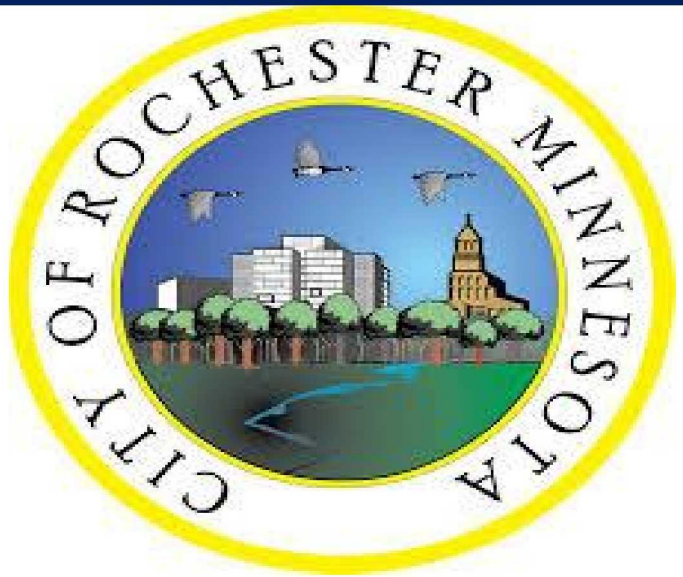
BROOKLYN PARK

- They are staffed by one Brooklyn Park Investigator, one part time intern and one licensed C.O.P.E social worker from Hennepin County ($60,000 salary – half of it paid by Brooklyn Park).
- Their program is just beginning but they anticipate it being a case management style program where they do follow up on 911 calls for service with the C.O.P.E clinician.

MAPLE GROVE

- One Sergeant running the program at this time.
- Plans to have two C.I.T Officers for each area of the city assigned follow up cases.
- More of a case management style program where they do follow up on 911 calls and officer assistance to family and individual.
- Working on an assessment form to determine what kind of follow up is needed.
- More serious cases will be referred to C.O.P.E clinician.

ROCHESTER



- Rochester PD has one full time social worker
- Social Worker is responsible for the following
  - Coordinates their CIT program
  - Provides case consults to officers
  - Responds on scene when out with officers to crisis calls
  - Trains with their CNT to provide intel and mental health insight
- Works from 1400 to 0000 as those are when the most mental health calls come in
- Since the program started saw a 25% increase in mental health calls from ’16 to ’17
- Able to reduce repeat offenders but not overall calls for service for mental health
- Data has shown a reduction in ER transports when she goes on the calls with officers
- https://www.mprnews.org/story/2018/04/04/rochester-minnesota-police-social-workers-mental-health

COON RAPIDS

- Coon Rapids PD has one Police Officer that is dedicated fulltime.
- Access to the Anoka County Mobile Crisis Unit, which consists of 5-6 licensed social workers that are available 24/7.
- They keep track of the success percentages (those who accept services and those who decline).
- Patrol division notifies the Mobile Crisis Unit and the report lands on his desk to which he does follow up in person and phone with the patient, family and social worker.
- Currently drafted a proposal for an embedded social worker as well as a grant but it is on hold at the moment.

PLYMOUTH/ MINNETONKA

- Starting April 1st Plymouth PD will share a social worker with Minnetonka PD as their initiative is a group collaborative. This social worker will provide case management services. The social worker will be a C.O.P.E County employee that they are paying a contract fee to have dedicated to Plymouth and Minnetonka.
- Their unit started as a reactive unit but is moving towards Co Responder with public education and other offerings.
- The group also has a referral form that has a list of qualifiers for deciding on what cases to handle. The group uses a combination of face to face meetings as well as phone.
- One detective oversees the unit as well as maintaining a full case load. He currently coordinates response and tracking.

PLYMOUTH/ MINNETONKA

- Plymouth has 19 trained CIT officers with 4 MHET officers (CIT officers who do additional duties), as well as a p/t social worker. They are currently starting to gather data. However I was told unofficially their calls for service are certainly starting to go down with particular “frequent flyers” that they have been working with.
- Their long term goals are to have a detective completely dedicated to the program. They will then coordinate the proactive portion of the program as well. This would also allow more direct management with users.
- According to a news article Minnetonka mental health calls doubled from 2013 – 2017. 2017 had 393 mental calls. They have 57 Officers.
- Minnetonka police mental health crisis calls fell by almost a quarter in 2018 after Officers took part in the program.

GOLDEN VALLEY

- Added a new dedicated mental health Detective.
- New position still figuring out what the roll is but as of now receives mental health related cases and does follow up.
- Works 9-5.
- The Detective wears plain clothes.
- Follows up on mental health calls for service by contacting the individual, family members, probation officers, etc. by phone, in person or by mail & steers the individual to known resources.
- No embedded mental health professional as of now.
- Also is Detective for Officer wellness mental health.

DULUTH

- Mental Health Unit is made up of C.I.T Officers, social workers and health professionals.
- Police Contacts by Top 25 (70 Different Individuals
- 2014 – 715
- 2015 – 1,859
- 2016 – 2,228
- 2017 – 2,588
- 2018 – 1,724 (33% Reduction / First full year of the Mental Health Unit)

- Breaking it down to the Top 10 (46 Different Individuals)
- 2014 – 638 or 89% of the top 25
- 2015 – 1,284 or 69% of the top 25
- 2016 – 1,371 or 62% of the top 25
- 2017 – 1,626 or 63% of the top 25
- 2018 – 1,129 or 65% of the top 25 (31% Reduction / First Full year of the Mental Health Unit)

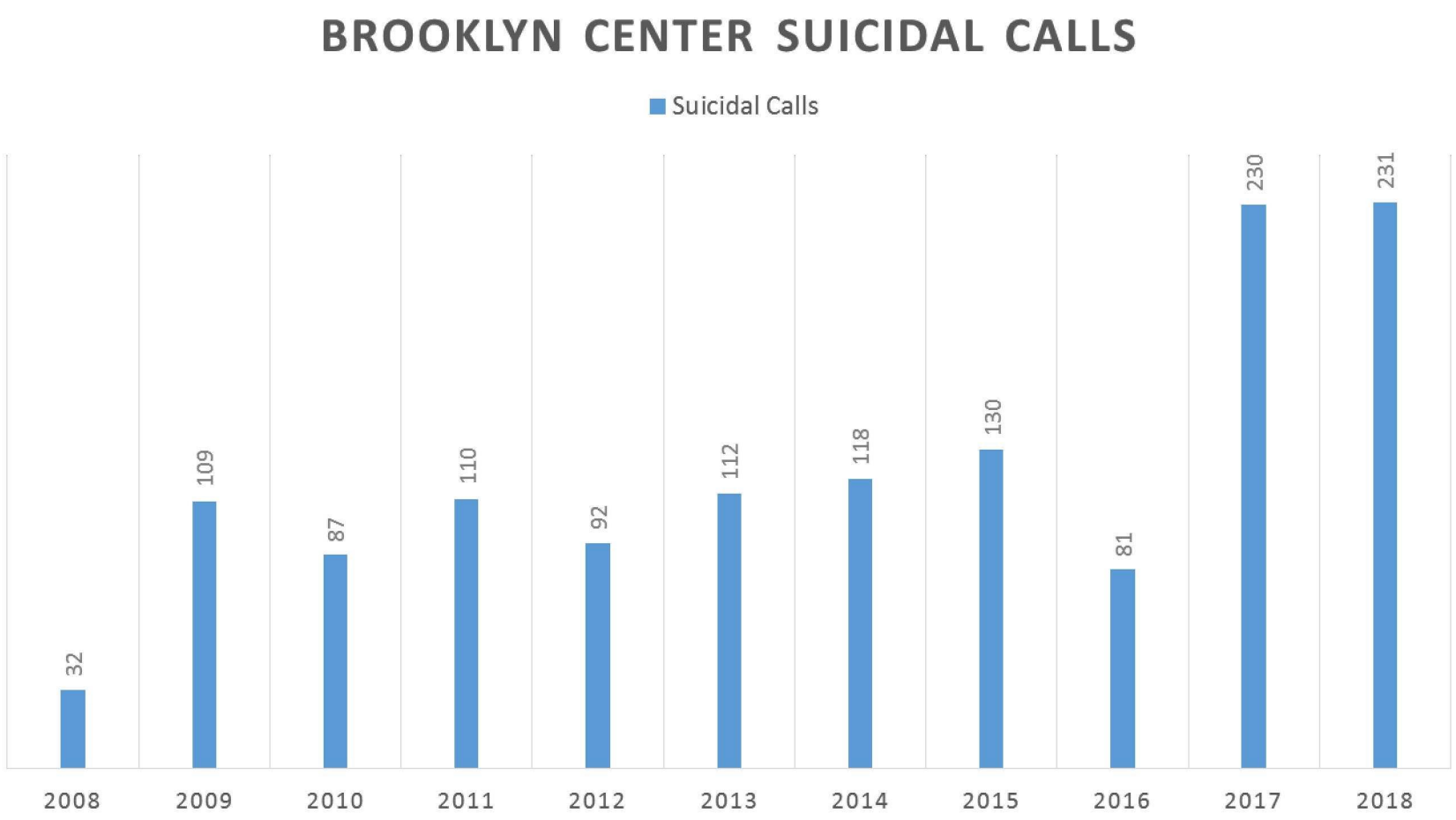
Other Agencies

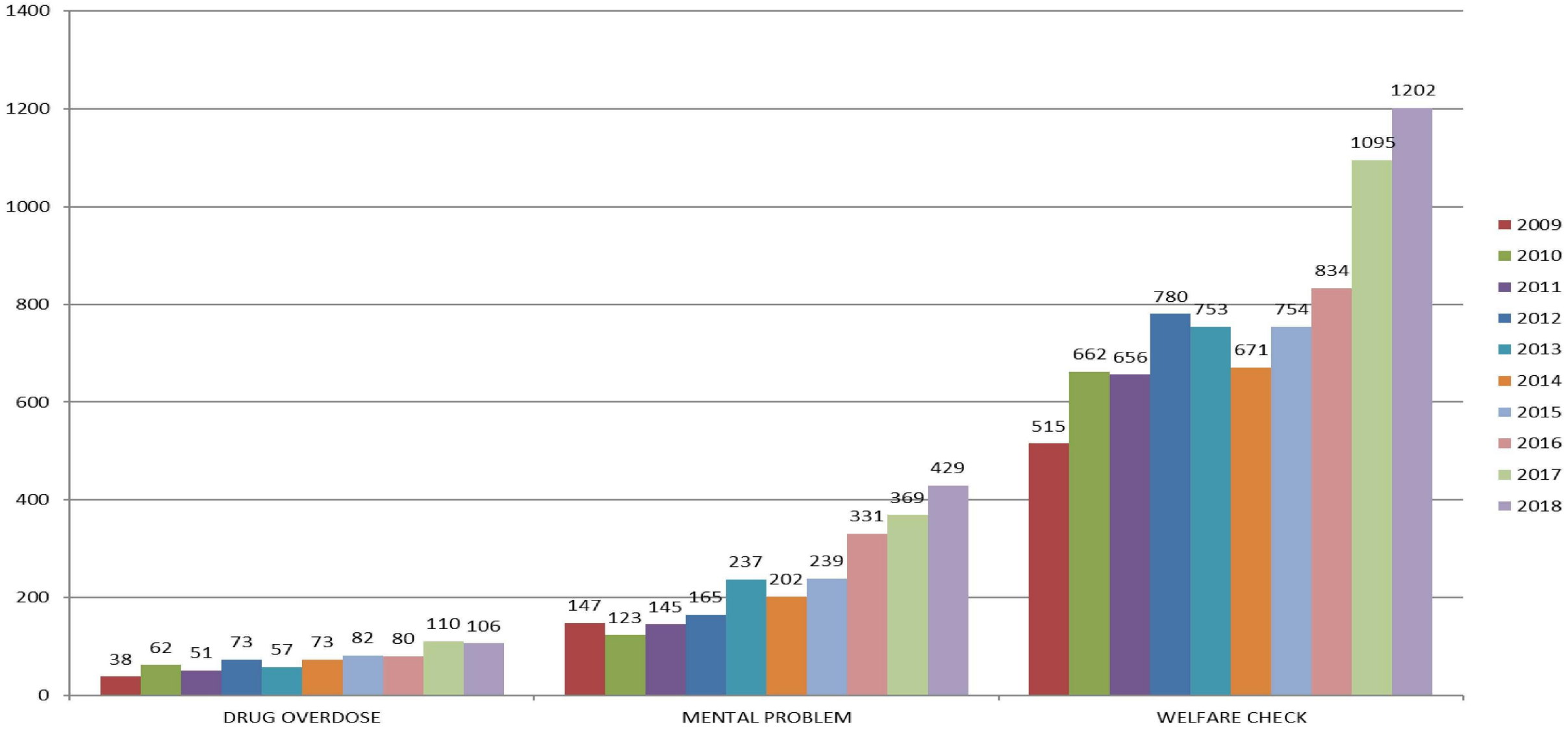
- Hennepin County – Not up and running yet, Co-Responder (1 Deputy & 1 C.O.P.E professional) Plans to implement for contract area
- UMPD – 1 Officer dedicated to Mental Health

  Even with the entire University of Minnesota Police Department CIT trained, UMPD Chief Matt Clark said there "is still a need for a highly trained officer who can handle long-term investigations. Because of this, Chief Clark decided to fully fund a new officer devoted to mental health.

- St. Louis Park – Beginning stages Co Responder program
- Roseville – Attempting to gain Co-Responder Program
  - In 2013 - 70 calls for service emotionally disturbed persons (RMS). In 2017, those numbers increased to 189 (RMS)

*suicidal call type ended in October 2016. Now welfare or mental etc…

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1095
1202
DRUG OVERDOSE
MENTAL PROBLEM
WELFARE CHECK
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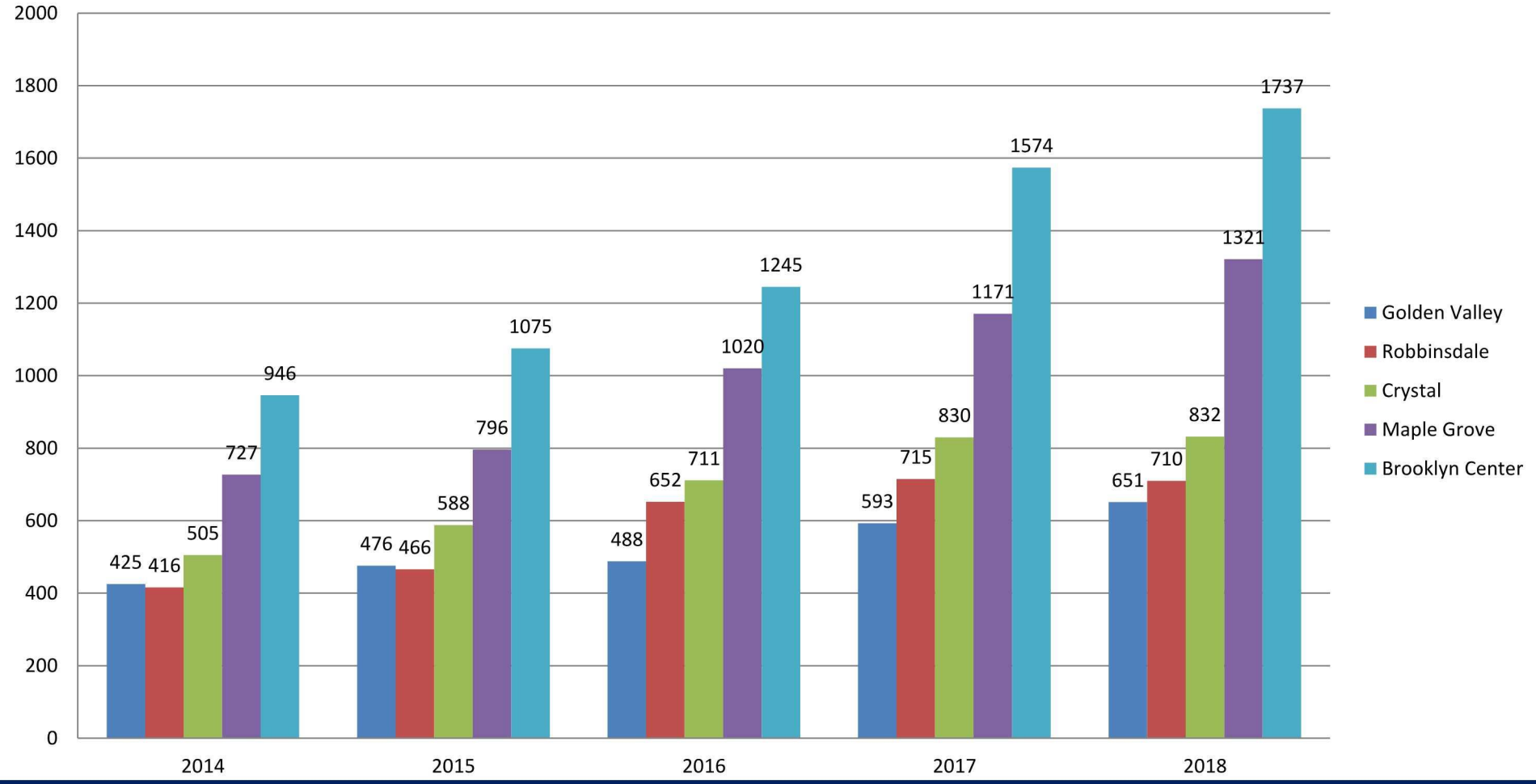
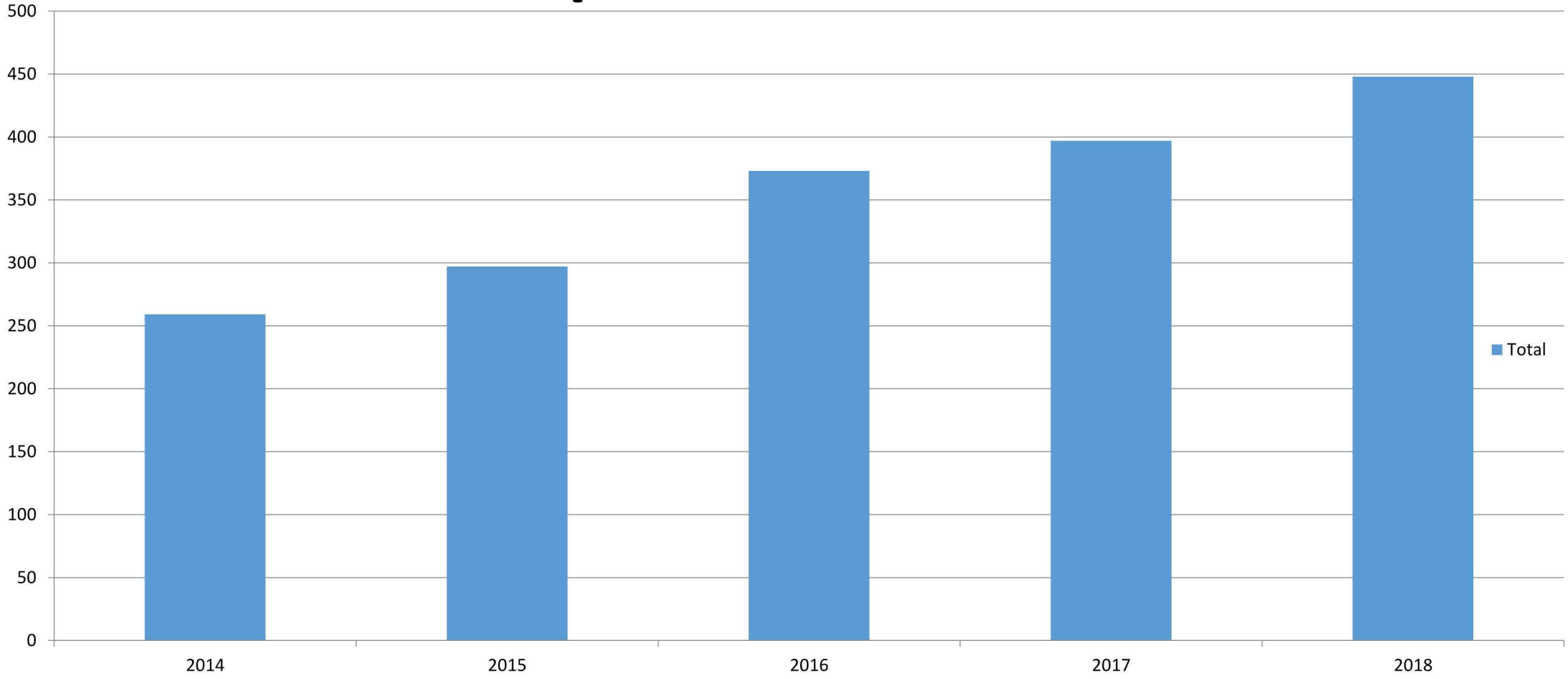
2010
2011
2012
2013
2014
2015
2016
2017
2018

Mental Health Related Calls – Nearby Cities

Includes call types (mental problem, welfare check & drug overdose)



Persons placed on Holds



Brooklyn Center Initiatives

- 25 Sworn Officers have been trained in C.I.T, most in past two years and the department has committed to train all patrol officers. Multiple BC officers have a passion and coach other officers in C.I.T courses.
- The Crisis Negotiator Team consists of a patrol Sergeant, Detective & 4 patrol officers trained in advanced negotiator techniques. The unit has been revamped and they now train a minimum of 8 hours a month & attend regional hospital/law enforcement mental health meetings.
- As of January 2019 the department began a monthly in-depth online training consisting of blocks on persuasion/de-escalation, 3 blocks on mental health, autism, mental health holds etc.
- May of 2019 the department began utilizing a more comprehensive hold form that will help doctors better understand the suicidal individuals mental health issue.
- First line supervisors have been trained on latest court cases & best practices in dealing with individuals in crisis.

MEMORANDUM - COUNCIL WORK SESSION

DATE: 6/24/2019

TO: Curt Boganey, City Manager

THROUGH: Dr. Reggie Edwards, Deputy City Manager

FROM: Barb Suciu, City Clerk

SUBJECT: Pending Items

Recommendation:

- Livable Wages
- Liquor Ordinance Violations -7/8
- Liquor Ordinance/Entertainment Permit -7/8
- Liquor Ordinance Updates -7/8
- 2020 Elections Update - 7/8
- Discussion on Ordinance process - 7/8
- Delinquent Utility Penalties
- Public Subsidy Policy
- Liquor Ordinance Violations - 7/22
- Opportunity Site Draft Master Plan Discussion
- Youth In Government - 7/22
- Commemoration of 400 years of Slavery Activities

Background: