

AGENDA



1. City Council Discussion of Agenda Items and Questions - 6 p.m.

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.

2. Miscellaneous

- a. Joint Council-Commission Meeting
 - *Discussion of rescheduling the Joint Council Commission meeting*

3. Discussion of Work Session Agenda Item as Time Permits

4. Adjourn

Council Study Session

DATE: 3/11/2019

TO: Curt Boganey, City Manager

THROUGH: N/A

FROM: Curt Boganey, City Manager

SUBJECT: Joint Council-Commission Meeting

Background:

Joint Council Commission meeting was originally scheduled for April 3rd; however, the second workshop for the Opportunity Site is scheduled for that evening. The Council and Commissioners are invited to attend the workshop sessions and therefore staff would request to reschedule the Joint Council Commission meeting to another night.

Does the Council find it acceptable to reschedule the Joint Council Commission meeting and if so, what evening would work to reschedule it to?

Join us in guiding the future redevelopment of the
OLD BROOKDALE FORD AND BROOKDALE SQUARE SITE



The City of Brooklyn Center has partnered with developer Alatus to redevelop the old Brookdale Ford and Brookdale Square site at Bass Lake Road and Shingle Creek Parkway. You are invited to an exciting conversation to help guide the redevelopment. How can this investment benefit the community? Come explore what's possible for this important opportunity.

MARK YOUR CALENDARS!

We encourage participants to attend all four events. All events are free and open to the public and will be held at:

BROOKDALE LIBRARY

6125 Shingle Creek Pkwy, Brooklyn Center, MN 55430

WORKSHOP

1 GATHER INFORMATION

Wednesday, March 20, 2019
6:30 - 8:30 pm

What is important and unique about the old Brookdale Ford/Brookdale Square site? What are the concerns about future development, and what can be achieved?

WORKSHOP

3 DEVELOPER DISCUSSION

Wednesday, April 17, 2019
6:30 - 8:30 pm

Explore the opportunities and challenges of the redevelopment site with Alatus representatives, and ways the investment could benefit the community.

~ A light meal will be provided at each workshop ~

WORKSHOP

2 DEVELOPMENT OPPORTUNITIES: THE BLOCK EXERCISE

Wednesday, April 3, 2019; 6:30 - 8:30 pm

Join your neighbors in an interactive workshop to create development scenarios for the old Brookdale Ford/Brookdale Square site. Alatus designers and developers will be on hand to share ideas and insights.

WORKSHOP

4 FRAMING RECOMMENDATIONS

Wednesday, May 1, 2019
6:30 - 8:30 pm

Contribute to the creation of development recommendations for the old Brookdale Ford/Brookdale Square site, which will be submitted to the Brooklyn Center City Council and Planning Commission.

FOR MORE INFORMATION, CONTACT:

Ashley Bisner, Alatus Development Analyst/Associate at (612) 455-0706 or albisner@alatusllc.com
Meg Beekman, City of Brooklyn Center at 763-569-3305 or mbeekman@ci.brooklyn-center.mn.us
Gretchen Nicholls at (651) 265-2280 or gnicholls@lisc.org

WWW.CI.BROOKLYN-CENTER.MN.US

[HTTP://BIT.LY/LISC_CDI](http://BIT.LY/LISC_CDI)

Sponsored by:

ALATUS LLC & CITY OF BROOKLYN CENTER

Childcare will be provided by request only. Please RSVP to Gretchen Nicholls at 651-265-2280 one week in advance of each workshop if you would like to request childcare.

The Corridor Development Initiative is a
program of Twin Cities LISC



**CITY COUNCIL
MEETING**

City Hall Council Chambers
March 11, 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:

- *February 25, 2019 Study Session*
- *February 25, 2019 Regular Session*

b. Approval of Licenses

- Motion to approve licenses as presented

c. Resolution Accepting Feasibility Report, Declaring Costs to be Assessed and Calling for Improvement and Assessment Public Hearings for Improvement Project Nos. 2018-08 and 2019-05, Bellvue and Southeast Area Mill and Overlay

- Motion to approve resolution accepting a feasibility report, declaring costs to be assessed and calling for improvement and assessment public hearings for Improvement Project Nos. 2018-08 and 2019-05, Bellvue and Southeast Area Mill and Overlay. If approved by the City Council, legal notice would be published and all property owners who could potentially be assessed for improvements would receive a Notice of Public Hearing via

mail.

- d. Annual Report on Franchise Fees
 - *Receive the Annual Report on Franchise Fees*

7. Presentations/Proclamations/Recognitions/Donations

8. Public Hearings

9. Planning Commission Items

10. Council Consideration Items

- a. Resolution Approving Purchase and Sale Agreement of Property and Any Improvements of Lot 5, Block 1, Shingle Creek Crossing 5th Addition, Brooklyn Center, MN (1350 Shingle Creek Crossing)
 - *Motion to approve a resolution for a purchase and sale agreement of property and any improvements of Lot 5, Block 1, Shingle Creek Crossing 5th Addition, Brooklyn Center, MN (1350 Shingle Creek Crossing)*

11. Council Report

12. Adjournment

COUNCIL ITEM MEMORANDUM

DATE: 3/11/2019

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:*

- *February 25, 2019 Study Session*
- *February 25, 2019 Regular Session*

Background:

Strategic Priorities and Values:

Operational Excellence

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
FEBRUARY 25, 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 and Dan Ryan. Councilmembers April Graves and Kris Lawrence-Anderson were absent and excused. Also present were City Manager Curt Boganey, Deputy City Manager Reggie Edwards, City Attorney Troy Gilchrist, and Mary Mullen, TimeSaver Off Site Secretarial, Inc.

CITY COUNCIL DISCUSSION OF AGENDA ITEMS AND QUESTIONS

Councilmember Ryan requested the following amendments to the February 11, 2019, Regular Session minutes:

Page 1, 2nd paragraph, replace “7602” with “7206”

Page 10 under Item 10a1, 2nd to last paragraph, 3rd line, replace “2006” with “2007”

Page 10, same paragraph, last line, delete “restored and”

City Manager Curt Boganey stated the Resolution related to tonight’s Regular Session Agenda Item 7a, has been amended by City Staff to reflect Terry’s Olson’s retirement date of March 16, 2019.

Mayor Elliott requested the addition of a Regular Session Agenda Item 10a. Office Space for Mayor.

Councilmember Ryan stated this issue was discussed at the City Council’s February 11, 2019 Work Session, and there was consensus not to provide the Mayor with an office at City Hall. He requested clarification from City Manager Boganey regarding the appropriateness of bringing this issue up again.

Mr. Boganey stated it could be a potential precedent. He added the Agenda can be amended by majority vote.

Mayor Elliott stated no agreement was reached by the City Council on this issue.

Councilmember Ryan stated two Councilmembers were absent from tonight's meeting. He added the two members who are absent were not supportive of the Mayor's request. He noted the meeting will be televised, and the general public may be unaware of the principles of the City Charter, one of which is separation between policy makers and City administration. He expressed his concern that the Mayor would raise this issue for discussion at a Regular Meeting when two Councilmembers are absent, with the possibility of approval in the Mayor's favor.

Councilmember Butler stated she was not present at the February 11, 2019 Work Session when this was discussed. She added she wants to review the minutes and hear both sides before she can make a decision.

Councilmember Ryan stated the February 11, 2019 Work Session minutes were not complete in terms of addressing the key issues and making a full representation of his remarks.

Mr. Boganey stated the minutes are not expected to be verbatim, but rather a give a general sense of the discussion.

Mayor Elliott stated he appreciates that providing an office and cell phone for the Mayor are different from the way things have been done in the past. He added sometimes change is required to make progress. He noted it is a very great need for him to have a place where he can meet with residents and other officials, and he would not request it otherwise.

Mayor Elliott stated he has been involved with City Staff in ongoing discussions regarding this issue that have not involved Councilmember Ryan. He added he understands Councilmember Ryan's concerns regarding separation of powers. He noted there are many cases of suburban cities that have an office at City Hall for the mayor.

Councilmember Ryan stated he does not wish to question the Mayor's motives. He added a previous Mayor in Brooklyn Center wanted an office at City Hall and provision of a car, and he was more concerned with aggrandizement and the trappings of the office. He noted he does not want the same to be said of Mayor Elliott, who has many genuine aspirations and what he brings to the table is so important.

Councilmember Ryan stated he opposes bringing this issue to the Regular Session Agenda at tonight's meeting, as it was resolved in the February 11, 2019 Work Session, when three Councilmembers expressed their opposition to providing an office at City Hall for the Mayor.

Mayor Elliott stated two Councilmembers expressed fervent opposition to both the City Hall office and cell phone. He added, however, Councilmember Graves was not opposed. He added Councilmember Graves stated that the Mayor should keep doing what he is doing and the issue can be revisited. He noted that no vote was taken, and no decision was made.

Councilmember Butler stated she was not present for the discussion at the February 11, 2019 Work Session, but the minutes indicate there was no consensus, and Councilmember Graves was not against it.

Mr. Boganey stated the Work Session discussion was very lengthy and involved, and the minutes should not be relied upon to make a decision. He added his statement at the end of the discussion indicated a consensus, which was based upon what he was hearing. He noted there was clearly no consensus to provide an office for the Mayor, and the impression he got was that three of the four members present were not in favor of an office at City Hall for the Mayor.

Mr. Boganey stated Councilmember Butler is in a difficult position as she was not in attendance at the discussion, and it is not advisable to vote one way or another based on a reading of the minutes.

Mayor Elliott expressed his intent to make a motion to include this issue on the Regular Session Agenda.

Councilmember Butler requested clarification regarding finding an office outside the secure space that is designated for Staff only. Mr. Boganey stated Councilmember Lawrence-Anderson had asked where the proposed office would be, and he responded that all City Staff offices are in an area where there is no public access. He added the only rooms that have access from the public hallway are conference rooms, which are in high demand by City Staff. He noted taking a conference room out of use would be inefficient.

Councilmember Butler asked whether there is any office space available at the Community Center. Mr. Boganey stated Mayor Elliott expressed an interest in having the office at City Hall, and he agrees that would be preferable. He added the conference room that Mayor Elliott expressed an interest in is in very high demand.

Councilmember Butler stated she feels like she is caught in a hard place. She added she thinks Mayor Elliott should have an office to meet residents and other people in public. She noted an office in a different location might alleviate some of the Councilmember's concerns.

RECESS AND RECONVENE

Mayor Elliott requested a recess at 6:36 p.m.

The City Council returned from recess at 6:41 p.m.

CITY COUNCIL DISCUSSION OF AGENDA ITEMS AND QUESTIONS - continued

Mayor Elliott stated a motion is on the floor to add this agenda item to the Regular Session Agenda.

City Attorney Troy Gilchrist stated, with regard to the City Charter, there is no provision that would prevent the Mayor from having an office. He added one of the purposes of the Council Work Session is to gain consensus to move an issue to the Regular Session Agenda. He noted that an Agenda Item can be moved from the Work session to the Regular Session if there is majority consensus.

Councilmember Butler asked again whether there is available space somewhere outside of City Hall. Mr. Boganey stated he is unsure but offered to investigate and report back.

Mayor Elliott stated space has already been identified at City Hall, which he feels is the most appropriate location. He added residents and other officials would assume the Mayor's office is at City Hall.

Councilmember Ryan requested feedback and comment from Mr. Boganey. He added a separate issue is whether Mayor Elliott has been holding private meetings with City Department Heads without the approval of the City Manager.

Mayor Elliott stated he would call upon Mr. Boganey for comment if appropriate. He added he has met with members of City Staff, which he believes is wholly appropriate.

Councilmember Butler stated she can support moving forward with the added Agenda Item, but she would like to hear Mr. Boganey's comments.

It was the majority consensus of the City Council to consider a motion to amend the Regular Session Agenda under Item 6. Agenda and Consent Agenda, to add the Agenda Item 10a – Office Space for Mayor.

ADJOURN STUDY SESSION TO INFORMAL OPEN FORUM WITH CITY COUNCIL

Councilmember Butler moved and Councilmember Ryan seconded to adjourn the Study Session at 6:45 p.m.

Motion passed unanimously.

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
FEBRUARY 25, 2019
CITY HALL – COUNCIL CHAMBERS

1. INFORMAL OPEN FORUM WITH CITY COUNCIL

CALL TO ORDER INFORMAL OPEN FORUM

Mayor Mike Elliott opened the meeting for the purpose of Informal Open Forum.

ROLL CALL

Mayor Mike Elliott and Councilmembers Marquita Butler and Dan Ryan. Councilmembers April Graves and Kris Lawrence-Anderson were absent and excused. Also present were City Manager Curt Boganey, Deputy City Manager Reggie Edwards, City Attorney Troy Gilchrist, and Mary Mullen, TimeSaver Off Site Secretarial, Inc.

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

Diane Sannes, 7006 Willow Lane, reported Caribou Coffee corporate headquarters has donated over 150,000 bagels, which she has distributed to various local community organizations. She expressed her appreciation for Caribou's generous donations.

Ms. Sannes stated Brooklyn Center residents, the Yang sisters, who were among the winners of the City's recent Youth Art Contest, will be going to the State Capitol this week to lobby for the T-21 tobacco initiative. She added the Yang sisters are excited about meeting local legislators.

Ms. Sannes stated Metro Transit's C Line rapid bus project will begin service in early June 2019, and Metro Transit is sponsoring a contest to name the 14 battery-powered buses. She added she has notified community schools and youth organizations about this contest.

Ms. Sannes stated Metro Transit is requesting feedback from communities about local transit service. She added residents and community leaders are invited to take part in the survey, which can be found on the Metro Transit website.

Ms. Sannes stated the Wells Fargo Bank drive-through, which opened in 1978, is now closed. She urged the City Council to take measures to prevent blight at vacant commercial properties. She added there are no overhead lights at the former Target site. She asked whether the City can request that the property owner leaves the overhead lights illuminated for the benefit of commercial businesses and tenants in the area.

Ms. Sannes stated she has worked with City Staff on the “Shop, Eat and Meet” brochure and map for many years, but she has not heard anything regarding its publication. She stressed the importance of including Brooklyn Center businesses in the “Shop, Eat and Meet” brochure.

Ms. Sannes stated the last Brooklyn Center Resident Guide was published in 2011. She added it is a great idea to promote the City’s businesses and encourage them to remain in Brooklyn Center.

Ms. Sannes stated expressed her support of the Brooklyn Center Farmer’s Market, which the City Council recently discussed. She added information on the Farmer’s Market could be added to the City’s May calendar and publications. She noted the Farmer’s Market benefits many residents who have worked hard to make the City of Brooklyn Center a great community in which to live.

Ms. Sannes stated she recently received an advertising booklet when she got an oil change, that promotes a variety of retail businesses and states “please shop in Maple Grove.” She added she would like to see Brooklyn Center businesses included in such publications.

Mayor Elliott thanked Ms. Sannes for her presentation, and for her hard work and efforts in support of the City of Brooklyn Center.

Tom Henning, 1906 Brookview Drive, stated he has questions regarding the City Council’s discussion about a potential office space for the Mayor. He asked how much the office and cell phone would cost the City. He asked whether previous Mayors have had an office at City Hall, and what measures would be taken to ensure that the Mayor does not interfere with the work of City Staff.

Councilmember Butler moved and Councilmember Ryan seconded to close the Informal Open Forum at 6:59 p.m.

Motion passed unanimously.

2. INVOCATION

Councilmember Butler gave a brief history of Black Migrations in recognition of Black History Month. She read from the poem “Still I Rise” by Maya Angelou:

I rise
Bringing the gifts that my ancestors gave
I am the dream and the hope of the slave.
I rise
I rise
I rise.

3. CALL TO ORDER REGULAR BUSINESS MEETING

The Brooklyn Center City Council met in Regular Session called to order by Mayor Mike Elliott at 7:00 p.m.

4. ROLL CALL

Mayor Mike Elliott and Councilmembers Marquita Butler and Dan Ryan. Councilmembers April Graves and Kris Lawrence-Anderson were absent and excused. Also present were City Manager Curt Boganey, Deputy City Manager Reggie Edwards, 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 Butler moved and Mayor Elliott seconded to add the following Agenda Item to the Regular Session Agenda:

10a. Office Space for Mayor

Councilmember Ryan requested that this item be tabled until the entire City Council could be present.

Mayor Elliott stated, at the City Council's February 11, 2019 Work Session, a Councilmember stated that this issue should be revisited. Councilmember Ryan respectfully disagreed.

Voting on the motion: Councilmember Ryan voted against the same. Motion passed.

Councilmember Butler moved and Mayor Elliott seconded to approve the Agenda and Consent Agenda, as amended, with amendments to the Regular Session minutes of February 11, 2019, and the following consent items were approved:

6a. APPROVAL OF MINUTES

1. February 11, 2019 – Study Session
2. February 11, 2019 – Regular Session
2. February 11, 2019 – Work Session

6b. LICENSES

MECHANICAL

Binder Heating & AC Inc.

222 Hardman Avenue N

Matrix HVAC	South St Paul, MN 55075 14226 Norden Drive
Midwest Maintenance & Mechanical	Rogers, MN 55374 750 Pennsylvania Avenue S
Neil Heating & AC Inc.	Minneapolis MN 55426 P.O. Box 29292
Pronto Heating and Air Conditioning LLC	Minneapolis MN 55429 7415 Cahill Road Edina, MN 55439

RENTAL

INITIAL (TYPE IV – one-year license)
7131 Kyle Avenue N

Philip Littlefield

INITIAL (TYPE III – one-year license)
7037 Fremont Avenue N

Edwina McGill

INITIAL (TYPE II – one-year license)
7200 Lee Avenue N

Yvonne Thomas

RENEWAL (TYPE IV – one-year license)
6835 Colfax Avenue N

Adeyinka Badewa

RENEWAL (TYPE II – two-year license)
5549 Brooklyn Boulevard

Mike Pederson

RENEWAL (TYPE I – three-year license)

4811 Lakeview Avenue
5637-39 Girard Avenue

Diane Krenz (met action plan)
Earl & Evalyn Krueth
(missing CPTED - F/U Inspection)

6737 Camden Avenue N
6806 Drew Avenue N
7131 Halifax Avenue N
3834 Oak Street
7180 Unity Avenue N
3707 Urban Avenue

Ronald Jasicki
Thomas James Davidson
Open Hands Inc/Joan Gunderson
Prosperous Property LLC
Yue Liu
Tech Ung

SIGNHANGER

Indigo Signworks, Inc.

1476 Main Avenue
Fargo, ND 58107

**6c. RESOLUTION NO. 2019-033 AUTHORIZING THE SUBMISSION OF A
CORRIDOR PLANNING PROGRAM GRANT APPLICATION TO
HENNEPIN COUNTY**

- 6d. RESOLUTION NO. 2019-034 AUTHORIZING THE SUBMISSION OF A BUSINESS DISTRICT INITIATIVE GRANT APPLICATION TO HENNEPIN COUNTY**
- 6e. RESOLUTION NO. 2019-035 AUTHORIZING THE SUBMISSION OF A BROWNFIELD GAP FINANCING PROGRAM GRANT APPLICATION TO MINNESOTA BROWNFIELDS**
- 6f. RESOLUTION NO. 2019-036 APPROVING PLANS AND SPECIFICATIONS AND AUTHORIZING ADVERTISEMENT FOR BIDS, IMPROVEMENT PROJECT NOS. 2019-01, 02, 03 AND 04, INTERSTATE AREA STREET, STORM DRAINAGE AND UTILITY IMPROVEMENTS**
- 6g. RESOLUTION NO. 2019-037 SUPPORTING APPLICATION FOR 2019 LOCAL ROAD IMPROVEMENT PROGRAM FUNDS FOR BROOKLYN BOULEVARD CORRIDOR PROJECT PHASE 2 (BASS LAKE ROAD TO INTERSTATE 94)**
- 6h. RESOLUTION NO. 2019-038 AUTHORIZING EXECUTION OF ENCROACHMENT AGREEMENT FOR EXISTING UNITY PLACE MONUMENT SIGN BETWEEN CITY OF BROOKLYN CENTER AND UNITY PLACE, HENNEPIN COUNTY, MINNESOTA**
- 6i. RESOLUTION NO. 2019-039 RATIFYING APPROVAL OF THE FINAL PLAT OF MOHS ADDITION AND AUTHORIZING ITS RECORDING**

Voting on the motion: Councilmember Ryan voted against the same. Motion passed.

7. PRESENTATIONS/PROCLAMATIONS/RECOGNITIONS/DONATIONS

- 7a. RESOLUTION NO. 2019-040 ACKNOWLEDGING SERVICE OF SERGEANT MICHAEL COLEMAN AND RESOLUTION NO. 2019-041 DETECTIVE TERRY OLSON**

Mayor Elliott read in full a Proclamation acknowledging the service and dedication of Sergeant Michael Coleman. Sergeant Coleman has served as a Police officer since 2006 and was promoted to the rank of Sergeant in 2014, a position he held until his resignation on February 2, 2019. The City Council recognizes the honorable resignation of Michael Coleman and expresses sincere appreciation for his dedicated public service. The City Council wished Sergeant Coleman and his family the very best in the future.

Councilmember Butler moved and Councilmember Ryan seconded to adopt RESOLUTION NO. 2019-040 Acknowledging the Service of Sergeant Michael Coleman.

Motion passed unanimously.

Mayor Elliott read in full a Proclamation recognizing the dedicated public service of Detective Terry Olson. Detective Olson was hired as a Police Officer in 2000, with 10 years of previous experience with the Brooklyn Park Police Department. Detective Olson served as Drug Task Force Investigator and was promoted to the rank of Detective in 2010, a position he will hold until his retirement on March 16, 2019. The City Council express their sincere appreciation for Detective Olson's public service and wished him and his family the very best in the future.

Councilmember Butler moved and Councilmember Ryan seconded to adopt RESOLUTION NO. 2019-041 Acknowledging the Service of Detective Terry Olson.

Motion passed unanimously.

7b. RESOLUTION NO. 2019-042 IN RECOGNITION OF RETIRING FIREFIGHTER KENT KORMAN FOR 40 YEARS OF HIS SERVICE TO THE CITY OF BROOKLYN CENTER

Mayor Elliott read in full a Proclamation in recognition of Firefighter Kent Korman, who is retiring from the Brooklyn Center Fire Department after 40 years of service. Mr. Korman was hired in 1997 and served many leadership roles including District Chief. The City Council recognizes the honorable retirement of Kent Korman and expresses sincere appreciation for his dedicated public service. The City Council wished Mr. Korman and his family the very best in the future.

Councilmember Ryan moved and Councilmember Butler seconded to adopt RESOLUTION NO. 2019-042 in Recognition of Retiring Firefighter Kent Korman for 40 Years of Service to the City of Brooklyn Center.

Motion passed unanimously.

7c. RESOLUTION NO. 2019-043 IN RECOGNITION OF RETIRING FIREFIGHTER GENE SORBY

Mayor Elliott read in full a Proclamation in recognition of Firefighter Gene Sorby, who is retiring from the Brooklyn Center Fire Department after 28 years of service. Mr. Sorby was hired by the City of Brooklyn Center in 1989. The City Council recognizes the honorable retirement of Gene Sorby and expresses sincere appreciation for his dedicated public service. The City Council wished Mr. Sorby and his family the very best in the future.

Councilmember Ryan moved and Councilmember Butler seconded to adopt RESOLUTION NO. 2019-043 in Recognition of Retiring Firefighter Gene Sorby for 29 Years of Service to the City of Brooklyn Center.

Motion passed unanimously.

7d. RESOLUTION NO. 2019-044 ACKNOWLEDGING CARIBOU COFFEE ACHIEVING STATUS AS A HEARTSAFE CAMPUS

Mayor Elliott welcomed representatives of the Brooklyn Center Police and Fire Departments, as well as Caribou Coffee. He stated the City began participating in the Heartsafe Communities program in 2014, promoting awareness of cardiac arrest prevention through the participation of the City's Fire and Police Departments, City Staff and the business community. Caribou Coffee has met the requirements to become a Heartsafe campus.

Fire Inspector Brian Gouch stated the City has trained over 4,000 people in cardiac arrest treatment and survival, and Caribou Coffee has hosted training of individuals at their headquarters, including over half of their own staff. He added Caribou is the first national coffee brand to qualify as a designated Heartsafe campus. He noted the Police and Fire Departments have made Brooklyn Center's Heartsafe program one of the premier programs in the State of Minnesota.

Councilmember Butler moved and Councilmember Ryan seconded to adopt RESOLUTION NO. 2019-044 Acknowledging Caribou Coffee Achieving Status as a Heart Safe Campus.

Motion passed unanimously.

RECESS AND RECONVENE

The City Council took a brief recess at 7:30 p.m. The City Council reconvened at 7:39 p.m.

Mayor Elliott stated he is proud to be able to recognize the service of those within the community who risk their lives to keep the community safe.

Councilmember Butler agreed, adding she admires and appreciates the dedication of officers and firefighters. She added many firefighters have full-time careers, but they take on the part-time firefighter role to provide service to the community.

Councilmember Ryan thanked Mayor Elliott and Councilmember Butler for their patience as he greeted and acknowledged the outstanding Police and Fire Department members in attendance. He added legacy firefighters made the transition to paid on-call firefighting positions, taking on more responsibility and juggling other work schedules and family commitments. He noted the residents of Brooklyn Center are grateful for their service and dedication.

Mr. Boganey stated employee recognition is a City Council policy that is based upon recommendation by the City Manager. He added he is honored to be able to recommend the employees that were recognized this evening. He expressed his appreciation for their work and contributions.

8. PUBLIC HEARINGS

-None.

9. PLANNING COMMISSION ITEMS

-None.

10. COUNCIL CONSIDERATION ITEMS

10a. OFFICE SPACE FOR MAYOR

Mayor Elliott stated this issue is being considered because he has expressed a need to be able to conduct business effectively at City Hall in an office space. He added he has found the need to have an office to meet with residents, other elected officials, and the members of the business community. He noted he feels it is appropriate that the Mayor should have an office instead of conducting meetings in public places, as well as a place to store information that is required for his work as Mayor.

Mayor Elliott stated he has found it to be destabilizing not having a space from which to operate. He added there is a lot of work to be done to move the City forward. He noted he would not bring this issue before the City Council again if he did not feel there was a very strong need, and he does so in good faith.

Mayor Elliott stated he understands there are concerns regarding this request, and he will take them into consideration. He provided assurance that he would use the office space to operate in such a way as to alleviate these concerns.

Councilmember Ryan asked whether the Mayor is self-employed, and whether he has an office for his business. He added the role of the Mayor has been considered a part-time commitment.

Mayor Elliott stated he is self-employed, but he has flexibility in his schedule and he has found that there are demands upon his time seven days a week related to his position as Mayor.

Councilmember Ryan stated it would be more procedurally appropriate to table this discussion until all City Councilmembers can be present. He added residents who watch the televised meeting will wonder why this issue is being debated. He noted the Mayor's meetings with City Staff without consent from the City Manager is contrary to the spirit and letter of the City Charter.

Mayor Elliott stated the request for office space at City Hall comes from necessity on his part, to be effective in his role as Mayor. He stated he does not believe it is inappropriate for him to meet with City Department Heads to obtain information. Mayor Elliott added he understands Councilmember Ryan's passion on this issue. He noted he feels passionate as well, and the City should move beyond the way things were done in the past. He expressed his belief that he has a duty to uphold his role as prescribed by the City Charter as he interprets it.

Mayor Elliott stated he supports an office space at City Hall that can also be used by Councilmembers. He added he believes this would be beneficial for the City's residents. He noted an office space would be provided to a Staff member who was hired to fulfill the role and duties of the Mayor.

Councilmember Ryan stated he has done his best to fulfill his responsibilities as a policy maker for 13 years on the City Council. He added he appreciates Mayor Elliott's openness on this issue. He noted the City Council is guided by the City Charter, which stipulates that all contact by the Mayor with City Staff should be done conducted through the City Manager.

Mr. Gilchrist confirmed that City Charter Section 209 requires that the City Council's dealings with City Staff must be done through the City Manager.

Mayor Elliott stated he understands Councilmember Ryan's concerns on this issue, and on the issue of a cell phone for the Mayor. He added he took an oath to work hard for the residents of Brooklyn Center, and he feels that having an office space at City Hall is necessary. He noted he agrees that most contact with City Staff should be through the City Manager, but not general inquiry.

Councilmember Ryan stated the City Council is elected at large and serves all residents of Brooklyn Center. He added he feels more comfortable with this request if the Mayor does not meet with City Staff without first obtaining the City Manager's approval. He noted this issue should be resolved when all Councilmembers are present, but he will respect whatever decision is made at this meeting.

Councilmember Ryan moved to table this issue until the entire City Council is present. There was no second.

Councilmember Butler stated she would like to hear from Mr. Boganey before she can decide on this issue.

City Manager Boganey stated the City Council has previously expressed a high level of interest in teamwork. He added, in his opinion, a vote on this issue tonight would be inconsistent with the desire expressed by the City Council to work together as a team. He noted he does not believe the City Council had any expectation that this issue would be added to a Regular Session Agenda without their knowledge. He noted the fact that this has now been done is antithetical to the desired goal of teamwork.

Mr. Boganey stated Mayor Elliott has insisted that an office for the Mayor would be necessary from the time he was elected. He added he responded to Mayor Elliott that he would comply if directed by the City Council. He noted Mayor Elliott expressed his opinion through numerous conversations that this type of decision should not require a City Council vote.

Mr. Boganey stated he continued to advise Mayor Elliott that type of decision should be made by the City Council as a whole. He added the issue was then brought to the City Council for consideration, and a temporary office space was set up for the Mayor in the interim in the Palmer Lake conference room, which was not acceptable to the Mayor as he felt claustrophobic.

Mr. Boganey stated, in his opinion, the Mayor's use of the Palmer Lake conference room would have the least negative impact on City administration and operations as it has the least demand from City Staff and the general public. He added he requested that City Staff prepare a review of conference room reservations over the course of one year after the City Council discussed this issue at its last Work Session. The All-American room had 384 scheduled meetings; the Shingle Creek room had 249 scheduled meetings; the City Council/Commissions conference room had 207 scheduled meetings; the Council Chambers had 100 scheduled meetings; and the Palmer Lake room had 67 scheduled meetings.

Mr. Boganey stated, based on this data, the Mayor's use of the Palmer Lake conference room would provide maximum value of the limited available resources. He added the only conference room with a window is the Shingle Creek room, but it is also the closest to the City Offices and the most useful space for Community Development. He noted, as City Manager, he is responsible for the effective use of City resources, and he does not recommend the use of any conference room other than the Palmer Lake room, but he would do so if directed by the City Council.

Mr. Boganey stated the biggest difficulty is relocating the currently scheduled meetings, if a conference room were to no longer be available. He added this is the main source of contention between himself and Mayor Elliott. He noted he has investigated the possibility of creating an office space that would be accessible to the public, but this would require City Council direction and would not be available immediately.

Mr. Boganey stated it is possible to provide an office for the Mayor at City Hall. He added, in his opinion, this is not an issue of whether the Mayor should have an office at City Hall. He added this is not an emergency, and the appropriate course of action would be to allow the City Council to give direction on this issue to City Staff. He noted, in his opinion, this would be ultimately better for the organization.

Councilmember Butler thanked Mr. Boganey for his comments. She asked Councilmember Ryan whether he is opposed to creation of a working space at City Hall that all the City Councilmembers could use. Councilmember Ryan stated he would not oppose that option if all Councilmembers agree that all contact with City Staff must be directed through the City Manager.

Councilmember Ryan stated he regrets that this debate is getting drawn out. He added his biggest concern is that there have been meetings with City Department Heads without the City Manager's approval. He expressed concern regarding the Mayor's interpretation of direct

inquiries to City Staff, which seems to differ from that of the City Attorney. He noted Mayor Elliott was offered an office space at City Hall that was not acceptable to him.

Mayor Elliott stated, under the City Charter, there are unique responsibilities assigned to the Mayor that he takes very seriously. He added the City Charter stipulates that the Mayor may not give direction to City Staff, and he understands and complies with that directive.

Councilmember Ryan stated, at a previous Work Session, the Mayor stated it was his understanding of language within the City Charter that the Mayor is responsible for making inquiry to investigate City operations. He requested the City Attorney's opinion on the context of that section of the City Charter.

Mayor Elliott asked Mr. Gilchrist to read directly from the City Charter in his response to Councilmember Ryan's question.

Mr. Gilchrist stated Mayor Elliott is correct that the City Charter states the Mayor "shall study the operations of City government." He added, at the Work Session, he raised the point that the City Charter stipulates no contact with City Staff "except for the purpose of inquiry." He noted it is his recommendation to interpret the language of the City Charter as a whole, which is a fundamental statutory principle. He expressed his opinion that the language of the Charter on this issue is intended to provide guidance in case something goes wrong.

Mr. Gilchrist stated any member of the public can contact a member of City Staff with an inquiry. He added a simple inquiry can be turned into subtle direction of City Staff, and this issue should be reviewed as a matter of degree.

Mayor Elliott stated he has reviewed the conference room schedules, provided by City Staff. He added all meetings except one scheduled in the Shingle Creek room could all be re-scheduled, as there is availability in other conference rooms. He noted he believes his need for an office space can be accommodated by working with City Staff to consolidate meetings in other rooms.

Councilmember Ryan stated an office space was offered to Mayor Elliott, but Mayor Elliott indicated that was not good enough and he wanted a better space. He added Mayor Elliott stated he would not interfere with City operations, and yet he is suggesting he can manage the meeting room schedule.

Mayor Elliott stated he requested information from the City Manager, which was provided. He added it was not inappropriate.

Councilmember Ryan stated he would support a motion to table the issue.

Councilmember Butler stated she has tried to listen respectfully to both sides of the issue, as well as take into consideration the Councilmembers who are absent. She added, in her opinion, the

underlying problem is the perceived intention and use of the office space. She noted she would support a space that is open for everyone's use, not just the Mayor.

Councilmember Butler stated she believes an office space can be found and utilized that would not require any additional expenditure, which she does not support. She added the absence of the other City Councilmembers, and their feedback and comment, is not sitting well with her. She expressed her belief that it is acceptable for Mayor Elliott to have an interpretation of his role that is different from what has been done in the past. She noted too much time has been spent on this issue, and she is uneasy about deciding without the other Councilmembers present.

Mayor Elliott offered a suggestion of a temporary office space for the Mayor at City Hall until the City Council can discuss this matter further.

Councilmember Butler stated she can support an office space that is available for use by all Councilmembers. She asked whether Councilmember Ryan can support it as well.

Councilmember Ryan stated he can support an office space, but would still want a decision to be made that involves all Councilmembers, and could be discussed at the City Council retreat.

Councilmember Butler moved and Mayor Elliott seconded to direct the City Manager to create an office space that would not distract from usual business of the city for use by the Mayor and City Councilmembers, and to schedule the room accordingly.

Discussion of the motion: Councilmember Ryan stated he can support the motion if Mayor Elliott confirms that he will not have scheduled meetings with City Staff unless cleared by the City Manager. Mayor Elliott confirmed this in the interim, and with additional future discussion.

Motion passed unanimously.

11. COUNCIL REPORT

Mayor Elliott and Councilmembers Butler and Ryan forewent Council Reports in the interests of time.

12. ADJOURNMENT

Councilmember Butler moved and Councilmember Ryan seconded adjournment of the City Council meeting at 9:11 p.m.

Motion passed unanimously.

COUNCIL ITEM MEMORANDUM

DATE: 3/11/2019

TO: Curt Boganey, City Manager

THROUGH: Reggie Edwards, Deputy City Manager

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.

MECHANICAL LICENSE

Jewelski Mechanical	1596 Countryside Dr Shakopee, 55379
The Heating Guy	7100 Medicine Lake Rd Minneapolis, 55427
St. Marie Sheet Metal, Inc	7940 Spring Lake Rd NE Spring Lake Park, 55432

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SIGN HANGER LICENSE

Signminds, Inc.	1400 Quincy St NE Minneapolis, 55413
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TRANSIENT ACCOMMODATIONS LICENSE

Norwood Inn & Suites	6415 James Cir N Brooklyn Center, 55430
G6 Hospitality Property LLC (Motel 6)	2741 Freeway Blvd Brooklyn Center 55430

Strategic Priorities and Values:

Safe, Secure, Stable Community

COUNCIL ITEM MEMORANDUM

Rental License Category Criteria Policy – Adopted by City Council 09-10-2018

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

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 March 11, 2019

Property Address	Dwelling Type	Renewal or Initial	Owner	Property Code Violations	License Type	Police CFS *	Final License Type **	Previous License Type ***
5400-02 Russell Ave N	Two Family	Renewal	Tai Pham (Met Action Plan)	5	II	1 valid 1/29/2019 auto theft	II	III
3907 65th Ave N / Granite Peaks	Multi Family	Renewal	Chris D Kohler	30 .56 per unit	I	0	I	II
7250 West River Rd	Multi Family	Renewal	Paul Barli	4 1 per unit	II	0	II	II
3412 62nd Ave N	Single Family	Renewal	Neng Xi Zhang / Excel Properties	2	I	0	I	I
4512 65th Ave N	Single Family	Renewal	Massih Sarim (Missing 8 hr Crime Free Housing Cert)	0	I	0	III	III
4703 68th Ave N	Single Family	Renewal	Bernard McDonough	1	I	0	i	I
5425 70th Cir	Single Family	Renewal	Ali Sajjad / 786 Homes LLC	0	I	0	I	I
1706 71st Ave N	Single Family	Renewal	Patricia Sandeen	0	II	2 valid, 7/30/2018 damage to property /drugs, 11/3/2018 prostitution	II	II
6615 Camden Dr	Single Family	Renewal	Calvin Johnson/Johnson Organization	1	I	0	I	I
7217 Camden Ave N	Single Family	Renewal	IH2 Property IL LP	2	I	0	I	I
5943 Colfax Ave N	Single Family	Renewal	Juliana Koe	4	II	0	II	II
5906 Dupont Ave	Single Family	Renewal	Bruce Alan Goldberg	0	I	0	I	I
5821 Ewing Ave N	Single Family	Renewal	IH2 Property IL LP (Met Action Plan)	1	I	0	I	III
3808 France Pl	Single Family	Renewal	IH2 Property IL LP	6	III	0	III	I
6436 Fremont Ave N	Single Family	Renewal	Neng Xi Zhang / Excel Properties	3	II	0	II	II
5620 Girard Ave N	Single Family	Renewal	Kevin & Mandy Schultz	10	IV	0	IV	II
6037 June Ave N	Single Family	Renewal	Paul G Miller	0	I	0	I	II
7157 Unity Ave N	Single Family	Renewal	Melissa Pickar	2	I	0	I	II

* 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 Type 1 = 3 Year Type II = 2 Year Type III = 1 Year

*** Initial licenses will not show a previous license type

All properties are current on City utilities and property taxes

COUNCIL ITEM MEMORANDUM

DATE: 3/11/2019

TO: Curt Boganey, City Manager

THROUGH: Doran Cote, Public Works Director

FROM: Mike Albers, City Engineer

SUBJECT: Resolution Accepting Feasibility Report, Declaring Costs to be Assessed and Calling for Improvement and Assessment Public Hearings for Improvement Project Nos. 2018-08 and 2019-05, Bellvue and Southeast Area Mill and Overlay

Requested Council Action:

- Motion to approve resolution accepting a feasibility report, declaring costs to be assessed and calling for improvement and assessment public hearings for Improvement Project Nos. 2018-08 and 2019-05, Bellvue and Southeast Area Mill and Overlay. If approved by the City Council, legal notice would be published and all property owners who could potentially be assessed for improvements would receive a Notice of Public Hearing via mail.

Background:

This project was established by the City Council on March 26, 2018 and June 11, 2018, by Resolution No's. 2018-56 and 2018-121, for the area commonly referred to as Bellvue and Southeast Area Mill and Overlay. This action was taken in accordance with the Capital Improvement Program (CIP), which identifies portions of Bellvue Neighborhood and Southeast Area for improvements during the 2019 construction season.

The attached feasibility report provides a summary of the project evaluation process and preliminary layout of street and utility improvements. The report also includes results of a resident questionnaire that was mailed to all property owners within the project areas. A public information meeting will be conducted to provide project information to property owners and tenants within the project area and gain additional input from the public. A formal presentation of the feasibility for the project is planned at the public hearing.

The attached resolution declares certain project costs to be assessed for the Bellvue and Southeast Area Mill and Overlay improvements and calls for a public hearing on proposed special assessments on April 8, 2019, immediately following the improvement public hearing. Staff recommends that the City Council consider holding the special assessment public hearing immediately following the project improvement public hearing.

The purpose of holding the special assessment public hearing prior to beginning the project is to assure that any objections to or appeals of the assessments are known prior to entering into a construction contract or issuing bonds to finance the assessed portion of the project. The established assessment rate would set the maximum levy amounts, guaranteeing property owners the final cost they will pay for the project. Special assessments for this project have been calculated in accordance with the City's Special Assessment Policy.

Budget Issues:

The total project cost for the Bellvue and Southeast Area Mill and Overlay is estimated to be \$4,961,000. The total special assessments for this project are estimated to be \$911,379.74 for street improvements.

Funding sources for the project are proposed from a variety of sources as described in the feasibility report. The Draft Special Assessment Levy Roll for Improvement Project Nos. 2018-08 and 2019-05 are included in Appendix C of the feasibility report.

Strategic Priorities and Values:

Key Transportation Investments

Member introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

RESOLUTION ACCEPTING FEASIBILITY REPORT, DECLARING COSTS TO BE ASSESSED AND CALLING FOR IMPROVEMENT AND ASSESSMENT PUBLIC HEARINGS FOR IMPROVEMENT PROJECT NOS. 2018-08 AND 2019-05, BELLVUE AND SOUTHEAST AREA MILL AND OVERLAY

WHEREAS, the Brooklyn Center City Council, by Resolution Nos. 2018-56 and 2018-121, directed preparation of a feasibility report regarding proposed improvements to the streets and public utilities in the Bellvue and Southeast Areas; and

WHEREAS, the City Engineer has prepared said report and recommends that the proposed improvements be considered; and

WHEREAS, a portion of the cost of street improvements for said project is proposed to be assessed against properties within the project area; and

WHEREAS, the total project cost for the Bellvue and Southeast Area Mill and Overlay is estimated to be \$4,961,000; the total cost of the street improvement portion of said project is estimated to be \$3,300,000 and the project funding sources are currently estimated to be:

Special Assessments	\$ 911,379.74
Sanitary Sewer Utility Fund	\$ 180,000.00
Water Utility Fund	\$ 411,000.00
Storm Drainage Utility Fund	\$ 980,000.00
Street Reconstruction Fund	\$ 2,228,620.26
<u>Municipal Sate Aid Fund</u>	<u>\$ 250,000.00</u>
Total	\$ 4,961,000.00

WHEREAS, the City Clerk and City Engineer have prepared proposed assessment rolls showing the proposed amount to be specifically assessed for such improvement against every assessable lot, piece, or parcel of land within the district affected, without regard to cash valuation, as provided by law.

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

1. The Engineer's Feasibility Report for Bellvue and Southeast Area Mill and Overlay is received and accepted.

RESOLUTION NO. _____

2. An improvement public hearing shall be held on the 8th day of April, 2019, in the City Hall Council Chambers at 7:00 p.m. or as soon thereafter as the matter may be heard to pass upon said improvement project and at such time and place all persons owning property affected by said improvements will be given an opportunity to be heard with reference to said improvements.
3. The City Clerk is directed to cause a notice of the improvement public hearing to be published in the official newspaper at least two weeks prior to the public hearing and shall state in the notice the total cost of the improvement.
4. That portion of the cost to be assessed against benefited property owners for street improvements included in City Improvement Project Nos. 2018-08 and 2019-05 is declared to be \$911,379.374.
5. An assessment public hearing shall be held on the 8th day of April, 2019, in the City Hall Council Chambers at 7:00 p.m. or as soon thereafter as the matter may be heard to pass upon such assessment and at such time and place all persons owning property affected by such improvements will be given an opportunity to be heard with reference to such assessment.
6. The City Clerk is directed to cause a notice of the assessment public hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to the public hearing and shall state in the notice the total cost of the improvement.
7. The City Clerk shall cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the public hearing.

March 11, 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.



Public Works Dept
Engineering Division
Phone: 763-569-3340
FAX: 763-569-3440

FEASIBILITY REPORT

FOR

BELLVUE AND SOUTHEAST AREA MILL & OVERLAY

IMPROVEMENT PROJECT NOS. 2018-08 AND 2019-05

CITY OF BROOKLYN CENTER, MINNESOTA

MARCH 5, 2019

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

Michael Albers

Michael J Albers, P.E.
Reg. No. 47074
March 5, 2019

I. BACKGROUND

In 2019, the City of Brooklyn Center is entering the 26th year of its long-range infrastructure rehabilitation program often referred to as the Neighborhood Street and Utility Improvement Program. This program has consisted of a systematic rehabilitation and/or replacement of the City's aging streets, water main, sanitary sewer, storm sewers, sidewalks, trails and street lights.

The City's Capital Improvement Program (CIP) identifies portions of the Bellvue Neighborhood and Southeast Area for pavement reconditioning in 2019. The proposed project includes a roadway mill and overlay, minor concrete curb repairs, minor utility improvements within the project limits as shown on Figure 1. The improvement area from 53rd Avenue to 57th Avenue and from just west of Irving Avenue to Interstate 94, excluding Humboldt Avenue.

This report was prepared in response to City Council Resolution No's. 2018-56 and 2018-121 dated March 26, 2018 and June 11, 2018, directing staff to prepare a feasibility report and collect public input for the proposed project. A property owner questionnaire and letter have been distributed as part of the project evaluation process. A summary of property owner comments is provided in Appendix B. A public informational meeting with property owners located within the project area will be scheduled shortly.

The 2019 project area consists of approximately 5.86 miles of streets. The project consists of approximately 269 residential properties that are zoned "R1", 3 sub-dividable residential property that are zoned "R1", 312 residential properties that are zoned "R2", 1 multi-family property with 28 units that is zoned "R3", and 5 multi-family properties that are zoned "R4".

Figure 1: Project Area

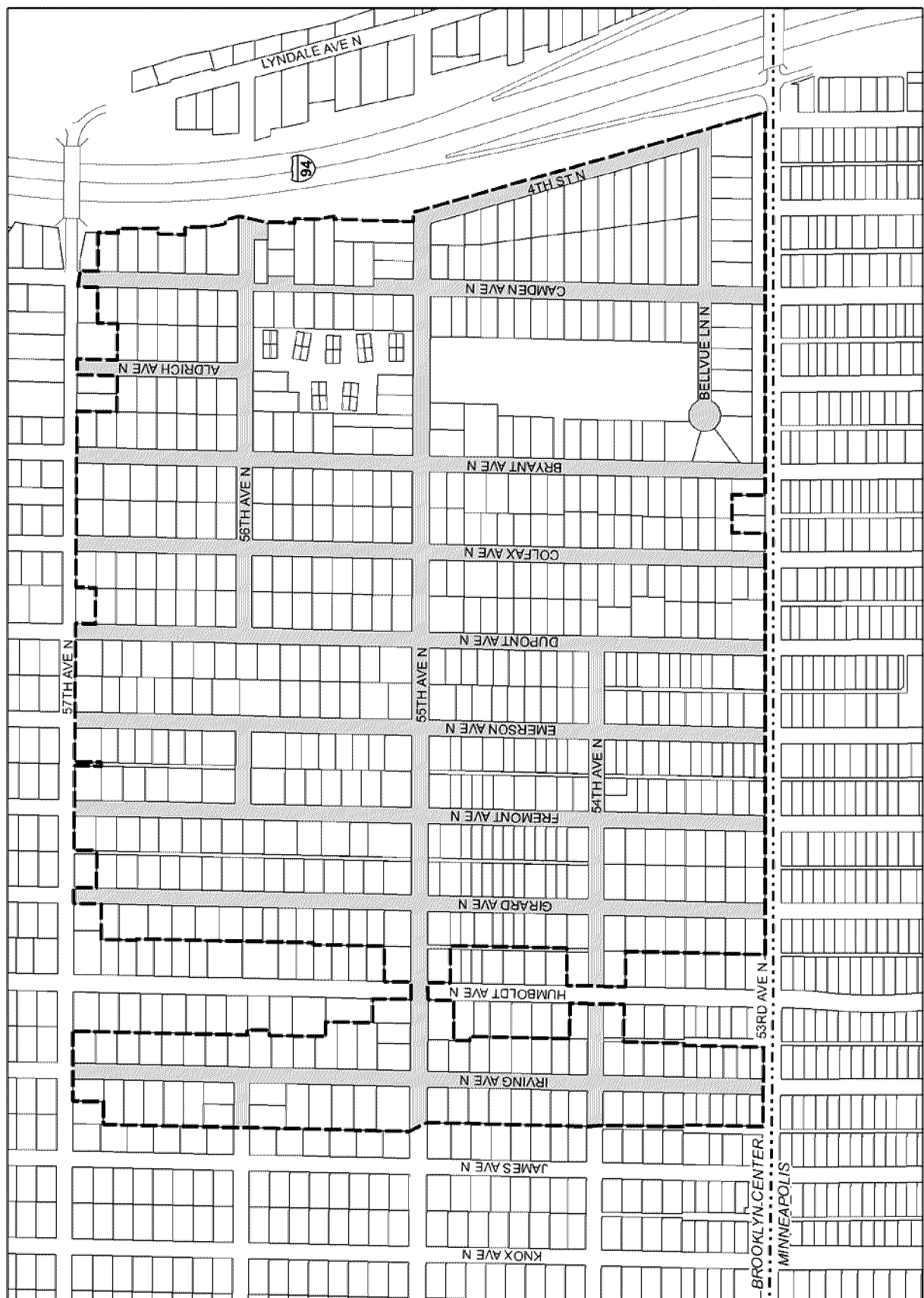


Figure 1

Project Area
Bellvue and Southeast Area Mill and Overlay



II. STREET IMPROVEMENTS

A. EXISTING CONDITIONS

A portion of the Bellvue Neighborhood was originally constructed in 1920 as the Bellvue Acres development. More than half of the properties have been redeveloped since the 1940s, however many of the original homes are still present. The Southeast Area was developed between the early 1900's and 1960 and subsequently much of the area was also redeveloped. The majority of the local streets within the proposed project area were reconstructed in the 1950s and 1960s when utilities were installed. The Bellvue Neighborhood and Southeast Area were most recently reconstructed in 1998 and 1999. The existing streets are generally 30 feet wide with curb and gutter, which is typical for most low volume residential streets in Brooklyn Center. Dupont Avenue is a designated Municipal State Aid (MSA) route and the existing street is an urban section that is approximately 32-feet wide with concrete curb and gutter.

A concrete sidewalk exists along the north side of 55th Avenue west of Camden Avenue and along the east side of Camden Avenue from 53rd Avenue to 57th Avenue. Some sections of deteriorated concrete sidewalk were identified within the project area. Adjacent to the project area there are concrete sidewalks along the north side of 53rd Avenue and the west side of Humboldt Avenue, and a bituminous trail along the south side of 57th Avenue. See Figure 2 for existing sidewalk and trail locations.

An existing pavement evaluation was conducted resulting with the road surface showing signs of deterioration such as some lateral cracking throughout the project area and roadway surface prematurely failed and moderate potholes have occurred in connection with a past roadway chip sealcoat application in some locations.

Soil borings and pavement core measurements were conducted within the project area. These measurements revealed that the existing pavement sections within project area consist of 2.5 inches to 6 inches of bituminous pavement and, when present, aggregate base to a depth of 4 inches. The subgrade at boring locations consisted predominantly of silty sand as well as poorly graded sand with silt, poorly graded sand, clayey sand, and sandy lean clay. This underlying pavement structure is generally stable for the majority of the roadway. Additionally, limited sections of deteriorated concrete curb and gutter were identified within the project area.

Recent traffic counts along in this project area vary from 600 (local streets) to 1,100 (Dupont Avenue) vehicles per day. The current roadway configuration has been in-place for 20 years and appears to be functioning adequately. Traffic counts within the Bellvue Neighborhood and Southeast Area are not projected to substantially increase in the future. Major changes in local traffic patterns are not anticipated as a result of the proposed mill and overlay of the street segments. The existing street configuration is expected to be sufficient to convey existing and future anticipated traffic volumes.

B. PROPOSED STREET IMPROVEMENTS

Based on the age, condition and maintenance needs of the existing bituminous asphalt pavement surface, the recommended pavement improvements consist of a mill and overlay rehabilitation of the existing pavement. The existing concrete curb and gutter throughout the project area has not exceeded its life expectancy and can be suitably rehabilitated with spot repairs. Approximately 25 percent of the concrete curb and gutter and concrete driveway aprons are estimated to be replaced due to heaving/settling issues and as warranted or impacted by other construction (e.g. public utility repairs).

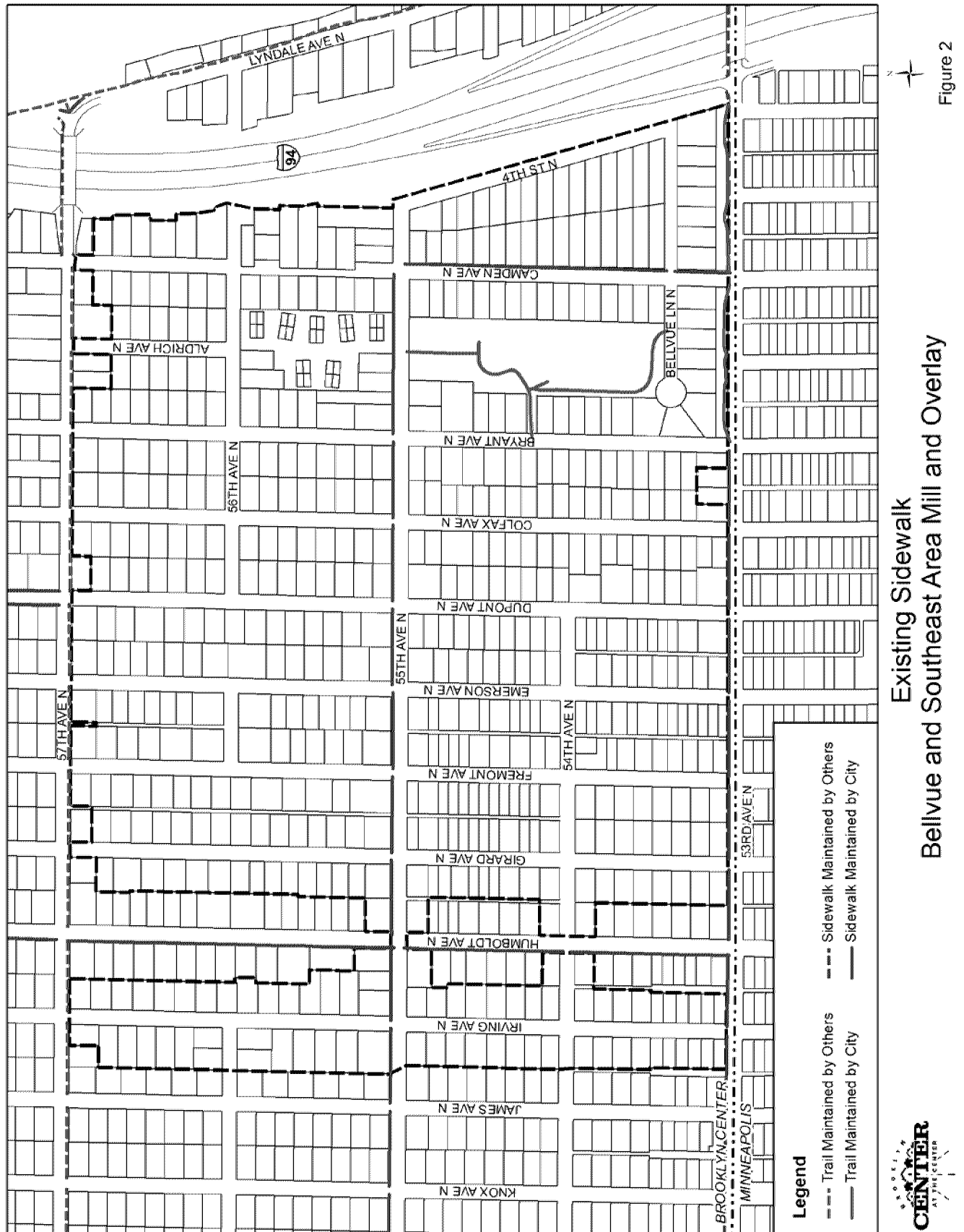
In accordance with the Complete Streets Policy adopted by the City in 2013, all streets and trail projects, including design, planning, reconstruction, rehabilitation, maintenance or operations by the City of Brooklyn Center shall be designed and executed in a responsible, equitable and financially reasonable way to accommodate and encourage travel by bicyclists, pedestrians, public transportation, emergency and commercial vehicles in a balanced manner. Implementation of the City's Complete Streets Policy ensures that the needs and safety of pedestrians, bicyclists, motorists and transit riders of all ages and abilities are taken into account in the design and operation of roads. Accordingly, a worksheet has been completed to assist in the complete streets evaluation (see Appendix A, Complete Streets Worksheet). The Pedestrian & Bicycle Plan adopted in March 2014 was also reviewed and Dupont Avenue from 53rd Avenue to 57th Avenue was identified as having sidewalk gaps on the east and west sides of the roadway. In order to construct sidewalks for this section of Dupont Avenue full street reconstruction would be required based on the driveway and boulevard slopes, existing private walks with steps and existing mature trees and which is beyond the scope of the of a typical mill and overlay project. Construction of the sidewalks is not recommended at this time.

Based on these considerations, the following strategies and improvements are recommended:

- An estimated 10 percent of the sidewalks throughout the project along are warranted to be replaced due to heaving/settling issues.
- Pedestrian curb ramps will be constructed throughout the project at each crosswalk location with truncated dome detectable warning systems in compliance with the Americans with Disabilities Act (ADA).

Disturbed boulevard areas will be restored with topsoil and sod.

Figure 2: Sidewalk and Trails



III. STREET LIGHTING SYSTEM

A. EXISTING CONDITIONS

The street improvement program has historically included the replacement of free-standing street lights located within the project area. Free-standing street lights are defined as lights mounted on poles which do not contain any other overhead utilities attached to them. The existing street light system throughout the project generally consists of fiberglass free-standing lights that have underground power service with a rectilinear light fixture. Other street lights in the neighborhood exist on multiuse-type poles, which are unable to be removed and therefore are not planned to be replaced. The existing street lights on multiuse poles within the project area have overhead power service with cobra-head type LED light fixtures.

B. PROPOSED STREET LIGHTING IMPROVEMENTS

No street light improvements are included within the scope of this project.

IV. STORM DRAINAGE AND TREATMENT SYSTEM

A. EXISTING CONDITIONS

The project area is located within the Shingle Creek Watershed Management Commission area and ultimately flows to the Mississippi River. The existing storm drainage system in the project area consists of a network of storm sewer pipes installed in 1952, 1998 and 1999 and range in size from 12 to 54-inch diameter reinforced concrete pipe, arch reinforced concrete pipe, and high-density polyethylene storm sewer pipes. A televising of the storm sewer in this area was conducted in 2017 and it was found to be in good condition.

B. PROPOSED DRAINAGE IMPROVEMENTS

Storm sewer improvements will be made to the existing system that includes replacing catch basins casting and adjustments as necessary within the project area.

V. SANITARY SEWER SYSTEM

A. EXISTING CONDITIONS

The existing sanitary sewer throughout the project area is generally 8-inch to 10-inch diameter polyvinyl chloride (PVC) that was installed in 1998 and 1999. The existing sanitary sewer on 55th Avenue from Camden Avenue to 4th Street is a 9-inch vitrified clay pipe (VCP) which was lined in 2003. All public sanitary sewer pipes were inspected with remote televising equipment between 2011 and 2018. The condition of the sanitary sewer system within the area is rated as good.

B. PROPOSED SANITARY SEWER IMPROVEMENTS

Sanitary sewer improvements will be made to the existing system that includes replacing manhole castings and lids within the project area. The replacement of the castings with external seals will help minimize inflow and infiltration of rainwater into the sanitary sewer system.

VI. WATER SYSTEM

A. EXISTING CONDITIONS

A majority of the water main within the project area consists of 6-inch to 10-inch diameter cast iron pipe (CIP) installed between 1964 and 1982. A 16-inch steel pipe water main was installed along portions of 55th Avenue and Emerson Avenue in 1964. A 6-inch ductile iron pipe (DIP) was installed along Bellvue Lane in 1998. In addition, approximately half of the hydrants and valves and 5 percent of the water main in the project area were replaced with DIP in 1998 and 1999 when the neighborhood was reconstructed. Records indicate 11 main breaks have occurred within the neighborhood and 13 properties have experienced a frozen water service in past winters (See Figure 3). However, the water main is in fair to good condition and has not approached the end of its life cycle.

B. PROPOSED WATER MAIN IMPROVEMENTS

Water main improvements include replacement of approximately half the valves and hydrants in the project area. Shallow services that have been susceptible to freezing will be insulated from the water main to approximately the water curb stop.

Figure 3: Water Main

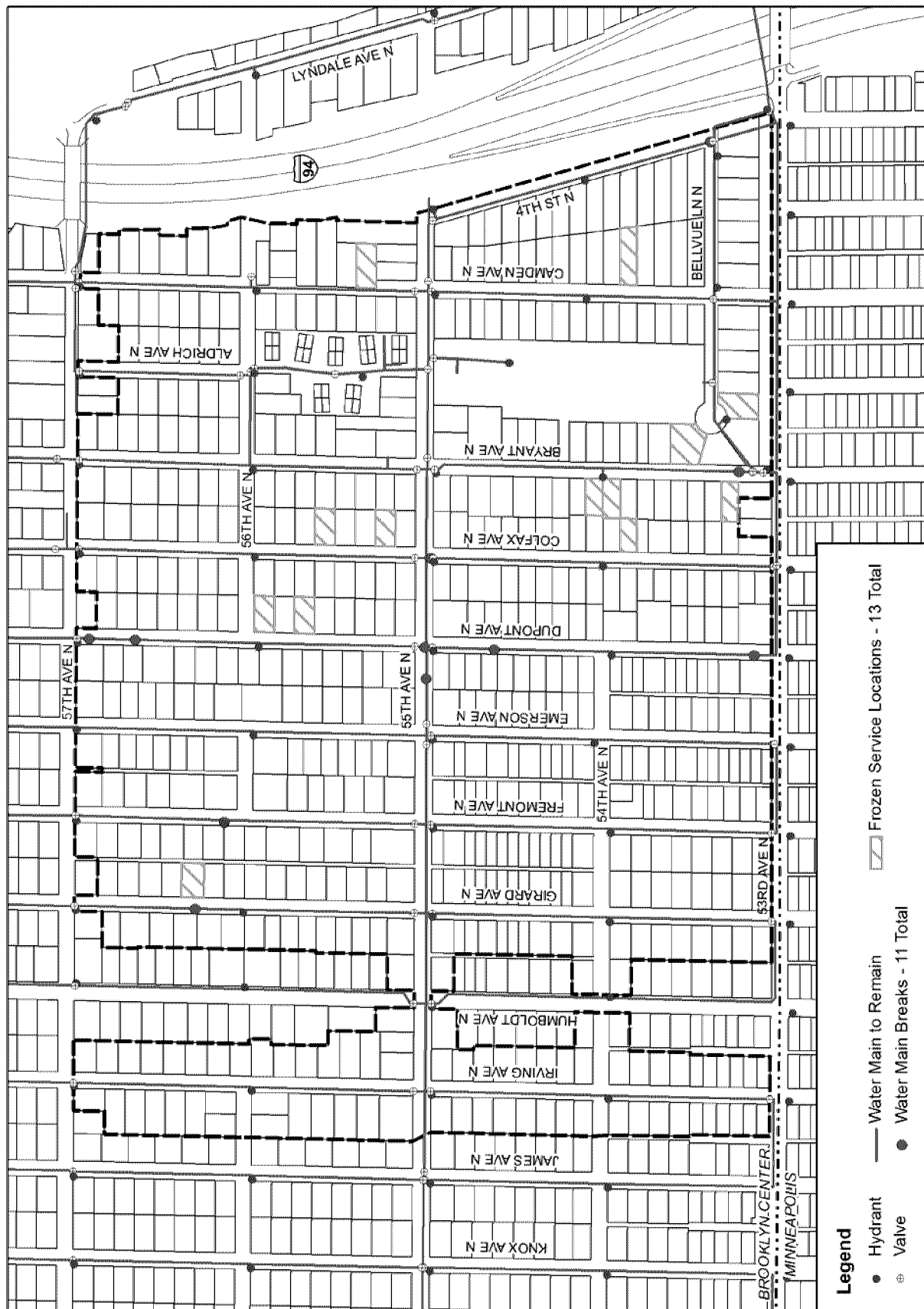


Figure 3

Water Main Map Bellvue and Southeast Area Mill and Overlay



VIII. RIGHT-OF-WAY AND EASEMENTS

Generally, all public infrastructure owned, maintained and operated by the City throughout the project area is located within City easements and/or right-of-way. It is not anticipated that the City will need to obtain any additional easements for any existing or proposed improvement located within the roadway. If necessary, any identified easement needs during final design will be further coordinated with the City Attorney and the identified property owners.

IX. ESTIMATED COSTS AND FUNDING CONSIDERATIONS

The total estimated cost of the proposed project is \$4,961,000. Table 1 provides a summary of the estimated project costs and recommended funding amounts from the various sources as indicated. Funding for the project is further described below.

A. FUNDING FOR STREET IMPROVEMENTS

The estimated project cost of roadway improvements for all streets in this project area is \$3,300,000. This preliminary estimate includes the cost for project administration, legal, engineering and construction contingency. Special assessments for street improvements are proposed in accordance with the 2019 rates. The standard 2019 residential street assessment rate for street rehabilitation is \$1,529 per R1 zoned residential property. This rate would be assessed to all benefitting single family residential properties within the project area (see Figure 4). For R1 properties which may be legally subdividable into two or more lots, the assessment to be applied shall equal the maximum number of lots allowable times the unity R1 assessment. The lots located at 520 56th Avenue, 5556 Emerson Avenue and 5501 Irving Avenue are all legally subdividable and would be assessed accordingly.

The properties that are zoned R2 would be assessed based on a frontage basis with a \$1529 per lot minimum in accordance with the 2019 assessment rates. Staff recommends that the assessment rate for all R2 properties within the project should be capped at \$1,529 because the benefits from the street improvement for R2 properties are similar to the single family R1 residential properties within the project area.

The multi-family properties located at 5500-5576 Aldrich Drive are zoned R3 and would be assessed based on a per unit assessment based on the frontage rate, multiplied by the total feet of frontage and divided by the total number of units.

The multi-family properties located at 1425 55th Avenue, 1107 57th Avenue, 1201 57th Avenue, 5500 Bryant Avenue and 5301 Dupont Avenue are zoned R4 would be assessed based on an area basis. An "A" zone benefit includes the area abutting the street to be improved, extended to the depth of 200-feet and a "B" zone of lesser benefit for the remainder of the property area. The "A" zone rate is based on assessing 70 percent of the total street project cost deemed to benefit the property and the "B" zone rate is based on 30 percent. Based on cost estimates for full street reconstruction, the full unit rate has been determined to be "A" zone rate of \$0.1448 per square foot and a "B" zone rate of \$0.0620 per square foot. It should be noted that historically the assessments have been levied based on estimated costs rather than actual costs, understanding that the project costs are levied at a reduced percentage (70 and 30 percent as indicated above).

City owned properties are not proposed to be assessed. A total estimated special assessment amount of \$911,379.74 would be levied for street improvements. The remaining street construction costs would be funded from the Street Reconstruction Fund and Municipal State Aid (MSA) Fund. A summary of the

proposed special assessments for street improvements is provided in Appendix C.

C. FUNDING FOR UTILITY IMPROVEMENTS

The estimated cost of storm drainage improvements is \$1,070,000; the estimated cost of sanitary sewer improvements is \$180,000; and the estimated cost for water main improvements is \$411,000. As previously noted, these total cost estimates include the costs for project administration, engineering, legal and construction contingency. All costs for water and sanitary sewer improvements will be funded by their respective utility funds in accordance with established policy for such improvements.

Table 1: Cost and Funding

Table 1. Cost and Funding
Improvement Project No. 2018-08 2019-05
Bellvue and Southeast Area Mill Overlay
 Feasibility Report, March 5, 2019

Estimated Expenditures						
	Streets	Storm Drainage	Water Main	Sanitary Sewer	Street Lights	Estimated Total
Estimated Construction Cost Street & Utility	\$2,609,000.00	\$846,000.00	\$325,000.00	\$142,600.00	\$0.00	\$3,922,600.00
Contingencies (15%)	\$391,000.00	\$127,000.00	\$49,000.00	\$21,000.00	\$0.00	\$588,000.00
Administration, Engineering, Legal (10%)	\$300,000.00	\$97,000.00	\$37,000.00	\$16,400.00	\$0.00	\$450,400.00
Total Estimated Project Costs (Feasibility)	\$3,300,000.00	\$1,070,000.00	\$411,000.00	\$180,000.00	\$0.00	\$4,961,000.00
Estimated Revenue						
Street Special Assessments	\$911,379.74					\$911,379.74
Sanitary Sewer Utility Fund				\$180,000.00		\$180,000.00
Water Utility Fund			\$411,000.00			\$411,000.00
Storm Drainage Utility Fund		\$980,000.00				\$980,000.00
Street Light Utility Fund					\$0.00	\$0.00
Street Reconstruction fund	\$2,228,620.26					\$2,228,620.26
MSA Fund	\$160,000.00	\$90,000.00				\$250,000.00
Total Estimated Revenue (Feasibility)	\$3,300,000.00	\$1,070,000.00	\$411,000.00	\$180,000.00	\$0.00	\$4,961,000.00

Figure 4: Assessment Map

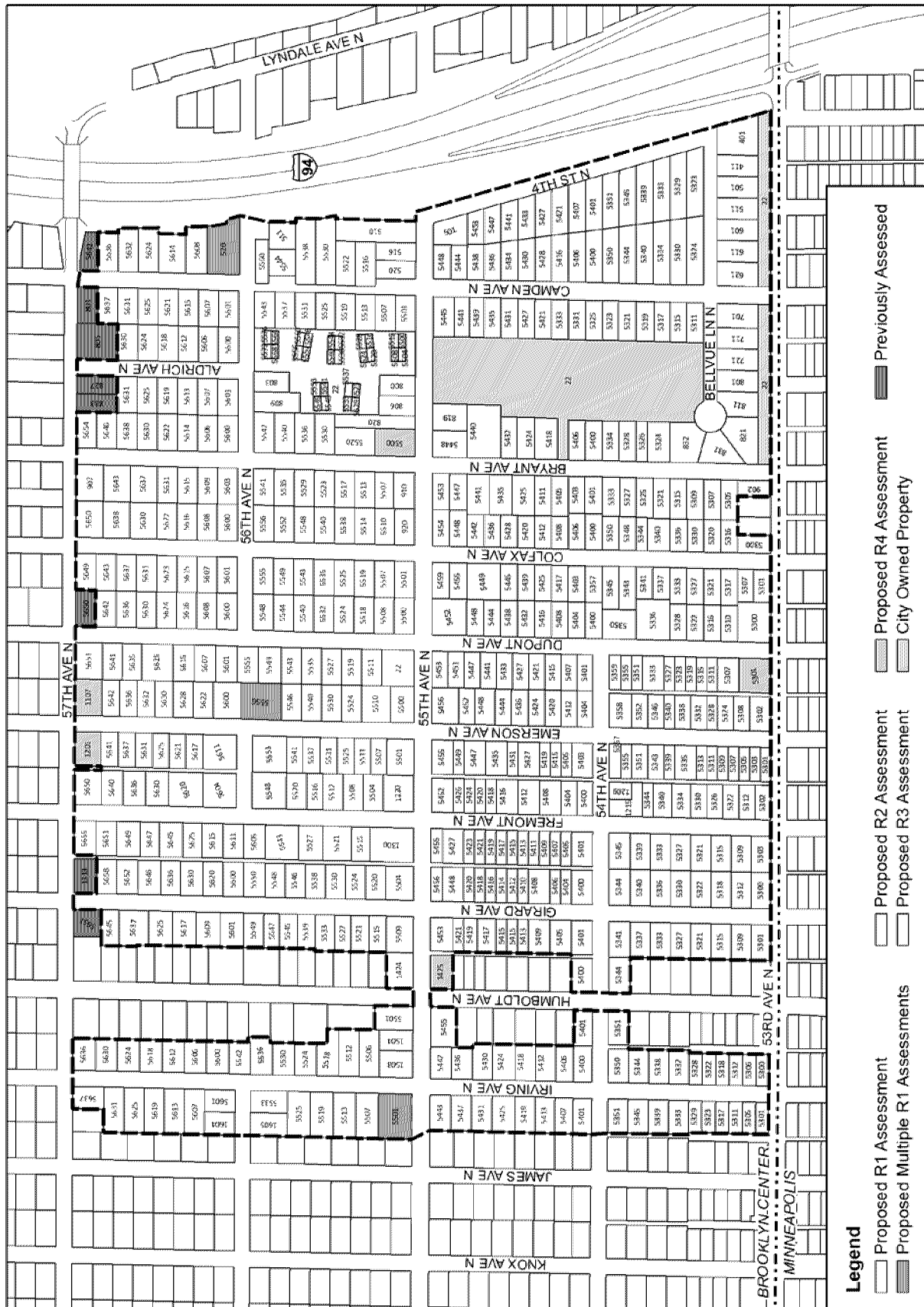


Figure 4

Assessment Map Bellvue and Southeast Area Mill and Overlay



X. RECOMMENDED PROJECT SCHEDULE

Table 2 is the preliminary schedule for the project.

Table 2. 2017 Bellvue and Southeast Area Mill & Overlay Project – Schedule

Action	Target Date
City Council Receives Feasibility Report, Declares Cost to be Assessed and Calls for Public Hearings	March 11, 2019
City Council Holds Public Hearing, Authorizes the Project and Orders Preparation of Plans and Specifications	April 8, 2019
City Council Approves Plans and Specs and Authorizes Advertisement for Bids	April 22, 2019
City Receives and Opens Project Bids	May 31, 2019
City Council Considers Award of Contract	June 2019
Start Project Construction	June/July 2019
Construction Substantially Complete	October 2019

XI. CONCLUSIONS AND RECOMMENDATIONS

The overall condition of the City's street and utility infrastructure systems is critical to the operation, safety, welfare and economic health of the entire community. As a result of the infrastructure needs described and the proposed solutions and estimated costs provided in this report, the proposed project is considered to be necessary, cost effective and feasible.

Appendix A

Complete Streets Worksheet

Appendix A

Complete Streets Worksheet

This Complete Streets Worksheet is intended to serve as a guide when reviewing a roadway's ability to accommodate all modes of transportation (pedestrian, bicyclists, transit riders, freight, and automobiles) and people of all abilities in a cost-effective manner, while promoting safe operation for all users. Complete streets address the design of the entire street right-of-way to determine the best allocation of space between the various transportation modes. Complete streets may be achieved through single projects or incrementally through a series of smaller improvements or maintenance activities over time. This worksheet was developed to facilitate implementing the complete streets process and to help sort through potentially conflicting modal priorities. The worksheet is also available in an electronic format that allows responses to be typed directly into the worksheet.

Please reference the following materials when filling out the checklist:

- City and/or County Comprehensive Plans that cover the project area
- Transportation Plans that cover the project area (e.g., City, County, and/or State)
- Bicycle or Pedestrian Master Plans that cover the project area (e.g., City, Park district, County, and/or State)
- City and/or County ADA Transition Plans that cover the project area
- Area specific studies
- A Policy on Geometric Design of Highways and Streets (AASHTO "Green Book")
- AASHTO Guide for the Development of Bicycle Facilities, 4th Edition
- MnDOT Bikeway Facility Design Manual
- Minnesota Manual on Uniform Traffic Control Devices (MMUTCD)
- ADA Accessibility Guidelines (ADAAG)
- Proposed Rights-of-Way Accessibility Guidelines (PROWAG)
- Hennepin County Complete Street Policy
- State of Minnesota Complete Street Policy

Project Information		Date: 3/5/2019
Project Location (municipality):	City of Brooklyn Center	
Roadway Jurisdiction:	City of Brooklyn Center	
Project/Roadway Name:	Bellvue and Southeast Area Mill & Overlay	
Project Start Point:	Improvement area consists of properties bounded between 53rd Avenue and 57th Avenue and from just west of Irving Avenue to Interstate 94	
Project End Point:	See project area map in feasibility report.	
Project Manager	Mike Albers, City of Brooklyn Center	

Define Existing and Future Land Use and Urban Design Context

1. Do any adopted plans call for the development of bicycle, pedestrian, transit or roadway facilities on, crossing, or adjacent to, the proposed project? If yes, list the applicable plan(s).
 Guidance: Possible sources of this information include Comprehensive Plans, Transportation Plans, Bicycle or Pedestrian Master Plans or area-specific studies developed by applicable City, County and/or State Agencies.

Brooklyn Center Pedestrian & Bicycle Plan (City of Brooklyn Center, March 2014) calls for a new sidewalk along both sides of Dupont Avenue from 53rd Avenue to 57th Avenue.

2. Are there any local, county, statewide or federal policies that call for incorporating multimodal facilities?

Guidance: Policies at the state and federal level may impact a project due to funding sources.

NA

3. Describe the study area.

Guidance: What are the predominant land uses along the corridor? What is the community character? (e.g., tree-lined streets, historic, new development) Are there any planned redevelopment areas in the project area?

The 2019 project area consists of approximately 5.86 miles of streets. The project consists of approximately 269 residential properties that are zoned "R1", 3 sub-dividable residential property that is zoned "R1", 312 residential properties that are zoned "R2", 1 multi-family property with 28 units that is zoned "R3", and 5 multi-family properties that are zoned "R4".

4. What trip generators (existing and future) are in the vicinity of the project that might attract walkers, bikers or transit users?

Guidance: For example, large employers, downtown or shopping districts, schools, parks, community centers, medical centers, transit stations, government buildings and senior care facilities.

The project area includes 1 City park (Bellvue Park) and access to the Mississippi Trail corridor is also available within 1/4 mile of the project area.

Define Existing and Future Transportation Context

5. Describe existing and projected modal volumes, if available.

Volumes (as available)	Existing	Projected (Year)
Average Daily Traffic	Local Streets: low volume Dupont Avenue (2015): 1100	Local Streets: low volume Dupont Avenue (2039): 1200
Pedestrian Counts	Not Available	Not Available
Bicycle Counts	Not Available	Not Available
Truck Volumes	Not Available	Not Available
Transit Volumes	Not Available	Not Available

6. Existing vehicle speed conditions.

a. What is the posted speed limit for the project and associated intersecting streets?

30 mph per state statute (Local streets), posted 30 mph on Dupont Avenue

b. Provide speed data, if available.

NA

c. Are excessive speeds an issue in the project area?

Higher speeds on Dupont Avenue.

7. Describe crash data, if available, and known conflict locations.

Guidance: Crash data will likely not be available for pedestrians and bicycles. Crash trends and known conflict points should include neighborhood input and antidotal data, such as areas of known “near misses”, or areas where seasonal activities cause safety issues, such as sports arenas or fairgrounds.

Transportation Mode	Number of Crashes	Period Covered
Vehicles	47 throughout the neighborhood	1/1/06-12/31/15
Pedestrians	none	1/1/06-12/31/15
Bicycles	none	1/1/06-12/31/15

a. Are there any crash trends between specific modes?

There are no crash trends between specific modes.

b. Are there known conflict points between specific modes?

No

8. Describe Classifications.

a. What is the road functional classification?

All streets within the project area are designated as Local Streets, except Dupont Avenue which is designated as a Major Collector and an Municipal State Aid Route.

b. Does the street cross any high functional classification roads? (yes/no) If so, please list.

Yes: Dupont Avenue within the project is a collector and Humboldt Avenue is a County Road.

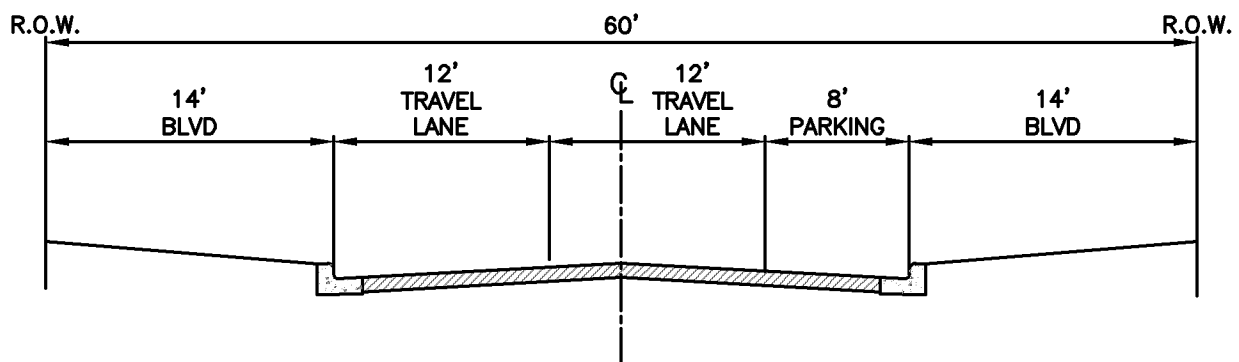
c. Does the roadway have other classifications (e.g., truck route, transit route, bicycle route, emergency vehicle route)? (yes/no) If so, please list.

Yes: Dupont Avenue is an MSA Route and a Metro Transit bus route.

A regional trail is present along the south side of 57th Avenue from TH 100 to Interstate 94.

9. Sketch in or attach the existing cross-section(s).

Guidance: The existing cross-section should include the full right-of-way and be clearly dimensioned. Additional cross-sections are advisable to illustrate specific situations or if corridor segments greatly vary.



10. What multimodal accommodations exist in the project and on streets that it intersects?

Guidance: Multimodal accommodations may include transit routes, sidewalks, trails, and designated on-street bicycle facilities, such as bike lanes, sharrows or signed bike routes.

A concrete sidewalk exists along the north side of 55th Avenue west of Camden Avenue and along the east side of Camden Avenue from 53rd Avenue to 57th Avenue. Adjacent to the project area there are concrete sidewalks along the north side of 53rd Avenue and the west side of Humboldt Avenue, and a bituminous trail along the south side of 57th Avenue. See Figure 2 in the feasibility report for existing sidewalk and trail locations.

11. If there are no multimodal accommodations, how far away are the closest parallel facilities?

Guidance: Designated transit routes or bikeways may not exist within the community, and therefore, may not be applicable.

NA

12. What multimodal amenities exist in the project?

Guidance: multimodal amenities may include benches, bike racks/lockers, trash receptacles, crosswalks, traffic signals, mature tree canopy, transit stops/shelters, and wayfinding signage.

Bellvue Park amenities: Picnic shelter, playground equipment, softball field, basketball court, skating rink, bituminous trails, trash receptacles and mature trees.

Mature boulevard trees throughout the project area.

13. Describe any particular user needs/challenges along the project corridor that you have observed or have been informed of.

Guidance: User needs may consist of lack of facilities (worn dirt pathways), traffic congestion, difficulty accessing bus stops or sidewalks due to snow piles at intersections, at-grade crossings of railroads or high volume roadways, and steep terrain.

None identified.

14. Are the existing facilities ADA and PROWAG compliant?

Guidance: Reference resources include the ADA Accessibility Guidelines (ADAAG), Proposed Rights-of-Way Accessibility Guidelines (PROWAG), and MnDOT Accessibility Design Tools website.

No: The existing sidewalks along 53rd Avenue and 55th Avenue generally do not have pedestrian curb ramps within the project area. The pedestrian curb ramps will be reviewed for compliance and will be replaced with truncated dome detectable warning systems in compliance with the Americans with Disabilities Act (ADA) at each crosswalk location throughout the project as necessary.

Identify Existing Deficiencies

15. Based on the land use and transportation context analysis, describe existing and anticipated future deficiencies to full multimodal transportation that the project could/should address.

The Brooklyn Center Pedestrian & Bicycle Plan identified a sidewalk gap on Dupont Avenue from 53rd Avenue to 57th Avenue.

Describe Future Objectives

16. Develop objectives regarding how multimodal facilities will be integrated into the project and how identified deficiencies will be addressed.

Guidance: The objectives will form the basis for the street design.

- Ensure that the needs and safety of pedestrians, bicyclists, motorists, and transit riders of all ages and abilities are taken into account in the design and operation of roads.
- Pedestrian curb ramps should be constructed throughout the project at each crosswalk location with truncated dome detectable warning systems in compliance with the Americans with Disabilities Act (ADA).
- The minimal bike traffic that exists on Dupont Avenue can use the parking lane as a shared travel lane.

Recommend Area Typology/Street Typology and Test Cross-section(s)

17. Complete the following questions if your community has developed Area Typologies and Street Typologies (See page 21, "Roadway Classification versus Settings" for a description of area and street typologies.)

Guidance: If applicable, list document that contains your agency's Area Typologies and Street Typologies

a. What is the recommended Area Typology?

Not applicable

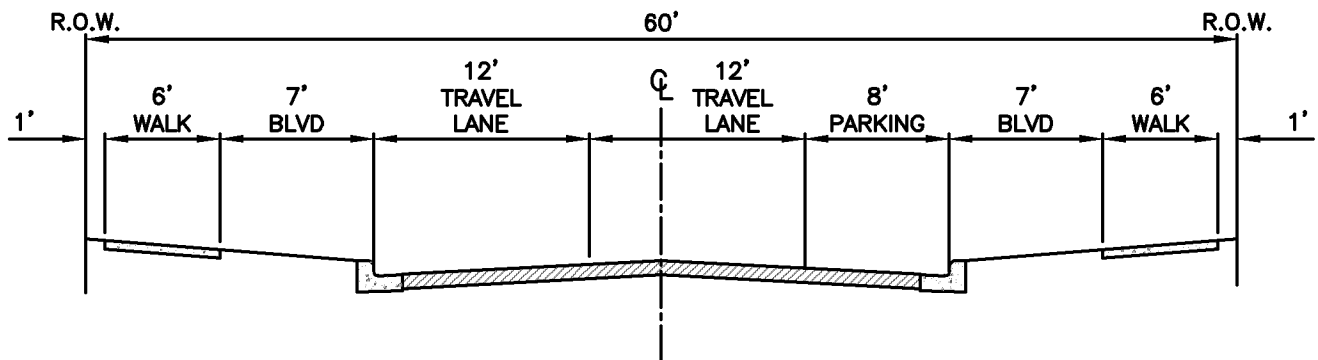
b. What is the recommended Street Typology?

Not applicable

18. Sketch in or attach the initial cross-section(s) that depicts desired street elements.

Guidance: Initial cross-section should be clearly dimensioned and indicate any additional right-of-way required. Additional cross-sections are advisable for specific situations or if corridor segments greatly vary.

INITIAL TYPICAL SECTION



19. Describe any constraints associated with the initial cross-section.

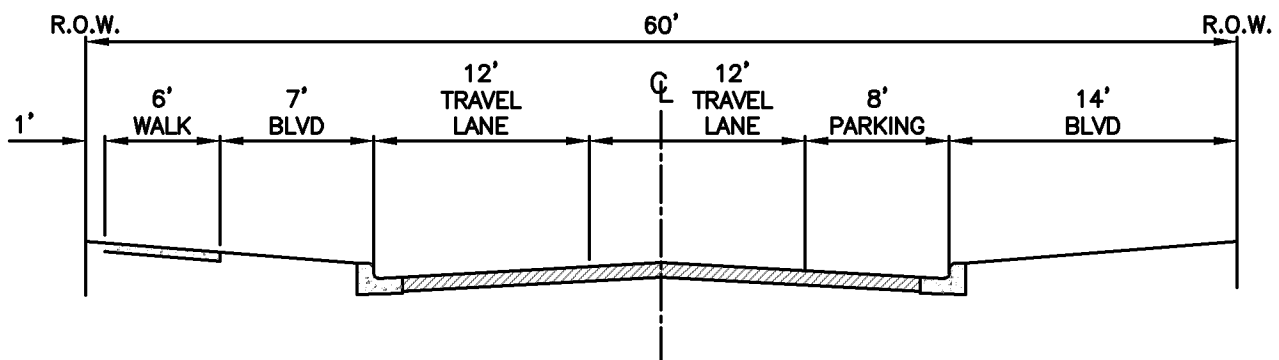
Guidance: Potential constraints include lack of right-of-way, existing structures, existing mature trees or environmental features, topography or number of driveways.

In order to construct sidewalks for this section of Dupont Avenue full street reconstruction would be required based on the driveway and boulevard slopes, existing private walks with steps and existing mature trees which is beyond the scope of the of a typical mill and overlay project.

20. Sketch in or attach alternative cross-sections.

Guidance: Alternative cross-sections should be modifications of the initial cross-section that respond to identified constraints. All modes should receive equal consideration and accountability in the development of alternatives.

ALTERNATIVE TYPICAL SECTION



Describe Tradeoffs and Select Cross-section

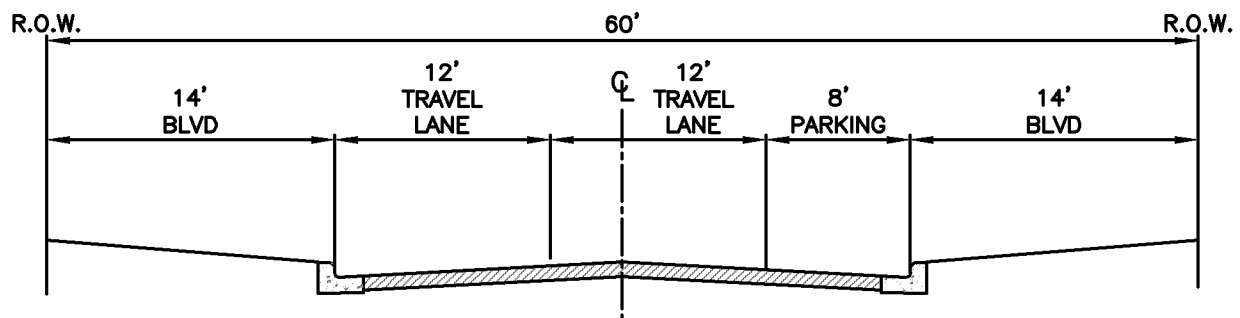
21. Describe tradeoffs associated with the alternative cross-sections.

Guidance: Examples of tradeoffs include removal of mature vegetation, narrower travel lanes, removal of on-street parking (one or both sides), right-of-way acquisition costs, and provision of bikeway facility on an adjacent parallel street.

Alternative cross-section would provide a concrete sidewalk for pedestrian traffic. Potential constraints would be the number of existing mature trees and landscaping in the right-of-way, number of driveways, driveway and boulevard slopes, limited right-of-way space and increased impervious surface.

22. Sketch in or attach the selected cross-section(s).

Guidance: Selected cross-section should be clearly dimensioned and indicate any additional right-of-way required. Additional cross-sections are advisable for specific situations or if corridor segments greatly vary.



Based on a survey of the neighborhood, a majority of the property owners do not feel the neighborhood needs additional sidewalks or trails. All other streets are proposed to be constructed without trails or sidewalks.

23. If the project does not accommodate all modes, list reasons why facilities for that mode are not provided.

Guidance: For example, the cost of the facility will be disproportionately high in relation to number of projected users; adequate right-of-way does not exist and acquisition of additional right-of-way would create adverse impacts to valued community assets; a bikeway facility is being planned on an adjacent parallel route that can service bicyclists' needs.

In order to construct sidewalks for this section of Dupont Avenue full street reconstruction would be required based on the driveway and boulevard slopes, existing private walks with steps and existing mature trees which is beyond the scope of the of a typical mill and overlay project.

Implementation

24. Identify project milestones, roles and responsibilities for project implementation

City Council Conduct Public Hearing / Order Plans:	April 8, 2019
City Council Approve Plans/Authorizes Advertisement for Bids:	April 22, 2019
City Council Accept Bids/Award Project:	June 2019
Begin Construction:	June/July 2019
Substantial Completion:	October 2019

25. How will access for all modes be maintained during project construction?

Guidance: Reference resource includes MnDOT Context Sensitive Solutions (CSS) Webinar, Maintaining Pedestrian Access Through Construction & Maintenance Work Zones

A drivable street will be maintained at most times during the construction. The exception would be during the installation/repair of the City utilities and rehabilitation of the existing roadway, when access may be cut off for a limited period of time. Even during those activities, though, access will be restored by the end of each day. Access to the sidewalk system will be available for the majority of the construction project. However, the main interruption to access of the sidewalks will be during the replacement of deficient sections of sidewalk. For this work, access will not be available for approximately 7-10 days while the concrete cures.

26. Facility Maintenance

a. What agency will be responsible for on-going maintenance for each mode?

City of Brooklyn Center - Public Works Department will be responsible for on-going maintenance for the streets, sidewalks and trails.

b. What specific seasonal and long-term maintenance is needed for each mode?

Maintenance activities typically include patching, sealcoating, crack sealing, sweeping and minor sidewalk repair.

Appendix B

Property Owner Questionnaire
Property Owner Comments

QUESTIONNAIRE

2019 Southeast Area Mill and Overlay Project

This questionnaire will help the City of Brooklyn Center Engineering staff to better understand the infrastructure needs and issues in the Southeast Area. This survey can be returned in person or by mail to: City of Brooklyn Center/Engineering Division, 6301 Shingle Creek Parkway, Brooklyn Center, MN 55430; by fax at 763-569-3440; or by email at: publicworks@ci.brooklyn-center.mn.us. Please return this survey by September 28, 2018. Thank you for your cooperation in providing this important survey!

1. Contact Information:

Name/Business: _____

Address: _____

Email Address: _____ Phone Number: _____

2. Do you have a problem with drainage or flooding in the street, your yard, or basement?

3. Do you have a lawn irrigation (or sprinkler) system located within your property?

Please circle one: Yes No

4. What other concerns, comments and/or issues do you have pertaining to the streets, sidewalks, utilities, etc.?

Should you have questions or need more information, please contact the Engineering Division at 763-569-3340.

Please return by September 28, 2018 to:
City of Brooklyn Center - Engineering Division
6301 Shingle Creek Parkway
Brooklyn Center, MN 55430
Fax: 763-569-3440
Email: publicworks@ci.brooklyn-center.mn.us

Bellvue and Southeast Area Mill & Overlay Survey Summary Results

Drainage or Flooding (2)	Lawn Irrigation (3)	Comments/Concerns/Issues re: streets, sidewalks, utilities, etc. (4)
55th Avenue		
The corner of 55th and 4th has no sewer drain anymore, so it floods with heavy rains.	Yes	We have the high speed problem on Camden Avenue. People run the 55th and Camden stop sign frequently. Maybe a 4-way stop signage and speed bumps would be helpful.
Basement had water once, but grading the earth adjacent to foundation solved the issue.	No	None.
56th Avenue		
Yes, we have some drainage issues; water collects in the cul-de-sac at the bottom of our driveway. Water also collects in the backyard and washes right through the garage; there is also an issue in the basement allowing water to seep in the spring.	No	We have a grade issue along the cul-de-sac. Years ago a retaining wall was put up for my neighbors but stopped abruptly leaving an even steeper section than was already there.
57th Avenue		
No	No	
86th Avenue		
No	No	We own the property at 5413
Aldrich Avenue		
No	No	Water and sewer bill is too high already. Live alone and don't use much water.
Small amount in basement if rain is heavy	No	
No	No	I would like to see a garbage container on the corner of Dupont and 57th and Humboldt and 57th. Please plant decorative grass or low maintenance plants on boulevards along bike/walking trails. I thought the original plan was attractive "nature" bike/walking trails.
Bellvue Lane		
No	No	We do not think the condition of our street warrants a mill and overlay. A seal-coating would suffice. Anything more is a waste of money and materials.
When it rains really hard the street in front of the house floods. Both sewer drains are to the west side of my driveway; one across the street and one on the other at the end of west side of yard. No basement flooding.	Yes	None at present.
No	Yes	The sheer number and weight of garbage trucks is breaking down the streets.

Drainage or Flooding (2)	Lawn Irrigation (3)	Comments/Concerns/Issues re: streets, sidewalks, utilities, etc. (4)
<i>Bryant Avenue</i>		
No	No	Busy street, there needs to be a sidewalk for people. More street lights would be nice.
None	No	Potholes/ice in winter.
No	No	
No	Yes	None.
No	Yes	None.
No	No	Our streets are in need of repair. I do NOT want sidewalks. My husband passed away and I cannot afford any large assessments!
	Yes	
No	No	
No; unless the street drainage system gets plugged from leaves, branches, etc. after a very heavy rain-several inches. Has not happened for a long time; was not a problem after 6 1/2" of rain on 9-2.	No	Shrubs, trees need to be trimmed back continuously on the SW corner of 57th and Bryant so a car stopped at the corner can see vehicles driving east on 57th without pulling out into the intersection. I now must stop on the crosswalk to see if a vehicle is approaching. Thank you.
No	No	Snowplow - Needs to lower the blade to get more snow and ice off. Our area streets are covered with snow when other areas of Brooklyn Center and Minneapolis (two blocks or so) are clear.
No	No	I don't have one.
<i>Camden Avenue</i>		
No	No	City of Brooklyn Center puts too thin of overlay on the road. After first frost it pops up.
No	No	Phone box at end of driveway and between driveways always getting backed over from neighbors. Tried to get Century Link to move it, but won't respond to concern. Been run over eight times since property at 5325 Camden has been rental. Cable TV moved their box last year because of the problem. Any help would be appreciated. Trees growing into park fence. Next time provide self addressed envelope with stamp.
No	No	What will this cost? Will any be charged to the homeowners?
No	No	
No; soil is very sandy.	No	We value the sidewalk a lot. We love the quality of life it provides. People run stop sign at 55th and Camden. Very scary and needs something done. Road on Camden in rough shape, looking forward to project. Concern about getting home during the construction.

Drainage or Flooding (2)	Lawn Irrigation (3)	Comments/Concerns/Issues re: streets, sidewalks, utilities, etc. (4)
On occasion streets flood when drain is plugged with debris. Occasional issues with basement, but most likely due to old house (foundation and drainage).	No	Am concerned with the amount of heavy truck traffic on neighborhood streets, specifically garbage trucks. The traffic from all the companies may be contributing to the failure of street surface. It also seems as if corners were cut, the last time the street was resurfaced.
No	No	No concerns at present.
No	No	This is absolutely an unaffordable project in my circumstance. Also unneeded!!
Basement drain - when I do laundry "sometimes".	No	Front yard has sank where they worked in the 90's.
No	No	
No - Never	No	Vehicles drive way too fast and many times do not stop at signs.
No	No	
No	No	Would like to see a stop sign on the corner of 57th and Camden Avenue (4-Way Stop). This is where the trail crosses from south to the north side of 57th Avenue. I live on the corner and observe how cars do not stop for pedestrians - dangerous!
Colfax Avenue		
No	No	The price to the residents.
No	Yes	I don't see a need to have my street torn up at this time. I have seen other areas of Brooklyn Center that need this work such as north of 55th Avenue between James and Dupont north to 59th Avenue.
No	No	None; I just hope this project doesn't cost me when I am having no issues.
No	Yes	I would like it if no equipment is piled up in my yard because of the irrigation system. I have five heads along the curb. Should I put marker flags by the heads? Will my lawn treatment company be able to do treatments?
No	No	Colfax Avenue from 57th Avenue to 53rd Avenue is not in need of repairs.
No	No	Don't like the new street lights. I live on a corner, but the lights do not shine in my yard at all.
No	No	We have concerns with the huge trees on three sides (actually four sides) of our property coming down on our house, garage and utility shed. The residents don't seem to have a clue how serious their negligence can cause. Powerlines will be affected too. These are new people to the neighborhood. They all have dogs - nine total people of which they don't clean up after. We have lived here 63 years in Brooklyn Center.

Drainage or Flooding (2)	Lawn Irrigation (3)	Comments/Concerns/Issues re: streets, sidewalks, utilities, etc. (4)
Dupont Avenue		
Streets - yes, after heavy rains; Yard - occasionally in our backyard, rarely in the front. Basement - occasionally, but luckily no major flooding.	No	Our street has crumbled into potholes after Metro Transit moved busses on Dupont. It was fairly new before that. Utilities - we continue to frequently see lots of black flakes in our water ever since the change to new water plant.
No	No	The damage that the Metro Transit buses do to the street. That the Meter Transit buses make our house shake when they hit a pothole or a bump in the street.
Sometime after a heavy raining water backup from my sewer in the basement. I notice that something must be plugging in the street sewer.	No; but I have my gutter rain draining out of my house to my yard inside ground. You must let me know before you pulling it. I will post a post for location.	I have concerns. Like in the past 20 years when you did your street project you put lots of sands and too much small rocks under the sods. I spend too much water to save my grass and I have to buy lots of ground dirt from home depot on it. Right now they are okay but please don't do that again to my lawn grass with rocks.
No	No	
No	No	
Sometimes at the corner of 57th and Dupont.	No	It is to dark on our block as well as other around it.
Emerson Avenue		
No	No	None.
None	No	None.
Not to our knowledge; vacant lot.	No; unknown/assume not at this time.	None.
I do have basement flooding	No	My street is in pretty good condition. Just
No	Yes	N/A
No	No	My only question is how much will my taxes go up or will this assumed upgrade reduce my taxes? Thank you!
Minor issues with water in the	No irrigation.	A streetlight would be a nice idea around
No	No	Drinking water is still terrible; forced to buy
Fremont Avenue		
Yes!! I am experiencing lots of drainage issues and flooding in my basement when it rains heavily.	No	We would like to see more street lights on the side streets and alleyways for better visibility at night and a sense of security.
No	Yes	I do not like that you cannot park on the street overnight; make it difficult to have family/guests visit.

Drainage or Flooding (2)	Lawn Irrigation (3)	Comments/Concerns/Issues re: streets, sidewalks, utilities, etc. (4)
<i>Girard Avenue</i>		
	No	
No	No	No
No	No	No
No	No	We own the property at 5413 but live at 963 86th Avenue.
No; thank god.	No	None. Sidewalks would be nice, but I sure don't want an assessment.
No	No	No
None; we live on an old sand dune.	No	None; please do not do any unneeded work on our street that will cost us money!!! The street is just fine the way it is.
No	No	None.
<i>Humboldt Avenue</i>		
No	Yes	Will we be able to back out, and come back in to our driveway?
<i>Irving Avenue</i>		
Back alley floods all the time; backyard floods in two major places and front street floods out in front of driveway. Make ice/snow removal hard when it freezes.	No	Sidewalk should be made available! And stop signs are not at all corners...I have seen many accidents waiting to happen.
No	No	The water that comes out of the kitchen sink smells really bad; no other problems with water anywhere else in the house.
No	No	It would be nice to have a couple of trash bins located along sidewalks. I have two dogs and they are constantly trying to eat everything on the side of the road. It would be nice to see more community cleanup efforts.
No	No	I am a working taxpayer resident in Brooklyn Center and during the winter you need to do a better job of plowing our street when it snows. Sometimes the plow truck does not come at all, or if it does it comes very late.
No	Yes	None.
<i>Upton Circle</i>		
No	No	My sewer pipe occasionally backs up; not sure if that has any bearing on this project.

Appendix C

DRAFT Proposed Pending Assessment Roll

CITY OF BROOKLYN CENTER PROPOSED PENDING ASSESSMENT ROLL

March 11, 2018

**2019 BELLVUE AND SOUTHEAST AREA MILL & OVERLAY
IMPROVEMENT PROJECT NOS. 2018-08 AND 2019-05**

DRAFT

PROPERTY ID	HOUSE	STREET NAME	LEVY#	STREET	NOTES
0111821430065	5323	4TH ST N		\$ 1,529.00	R2
0111821430066	5329	4TH ST N		\$ 1,529.00	R2
0111821430064	5333	4TH ST N		\$ 1,529.00	R2
0111821430063	5339	4TH ST N		\$ 1,529.00	R2
0111821430062	5345	4TH ST N		\$ 1,529.00	R2
0111821430061	5351	4TH ST N		\$ 1,529.00	R2
0111821430060	5401	4TH ST N		\$ 1,529.00	R2
0111821430059	5407	4TH ST N		\$ 1,529.00	R2
0111821430058	5421	4TH ST N		\$ 1,529.00	R2
0111821430057	5427	4TH ST N		\$ 1,529.00	R2
0111821430056	5433	4TH ST N		\$ 1,529.00	R2
0111821430091	5441	4TH ST N		\$ 1,529.00	R2
0111821430090	5447	4TH ST N		\$ 1,529.00	R2
0111821430052	5453	4TH ST N		\$ 1,529.00	R2
0111821340081	902	53RD AVE N		\$ 1,529.00	R2
0111821330135	1209	54TH AVE N		\$ 1,529.00	R2
0111821330134	1215	54TH AVE N		\$ 1,529.00	R2
0111821430049	501	55TH AVE N		\$ 1,529.00	R2
0111821420048	510	55TH AVE N		\$ 1,529.00	R1
0111821420044	516	55TH AVE N		\$ 1,529.00	R1
0111821420045	520	55TH AVE N		\$ 1,529.00	R1
0111821310149	800	55TH AVE N		\$ 1,529.00	R1
0111821310150	806	55TH AVE N		\$ 1,529.00	R1
0111821340046	819	55TH AVE N		\$ 1,529.00	R2
0111821310065	820	55TH AVE N		\$ 1,529.00	R1
0111821310117	910	55TH AVE N		\$ 1,529.00	R1
0111821310057	920	55TH AVE N		\$ 1,529.00	R1
0111821320099	1220	55TH AVE N		\$ 1,529.00	R1
0111821320030	1300	55TH AVE N		\$ 1,529.00	R1
0111821320059	1424	55TH AVE N		\$ 1,529.00	R1
0111821330072	1425	55TH AVE N		\$ 780.12	Multi Family R4 (A) 5387.54 sf, (B) 0 sf
0211821410029	1504	55TH AVE N		\$ 1,529.00	R1
0211821410028	1508	55TH AVE N		\$ 1,529.00	R1
0111821420057	511	56TH AVE N		\$ 1,529.00	R1
0111821420034	520	56TH AVE N		\$ 3,058.00	Subdividable R1 = 2 equivalent parcels
0111821310146	803	56TH AVE N		\$ 1,529.00	R1
0111821310147	809	56TH AVE N		\$ 1,529.00	R1
0211821410045	1604	56TH AVE N		\$ 1,529.00	R1
0211821410031	1605	56TH AVE N		\$ 1,529.00	R1
0111821310009	907	57TH AVE N		\$ 1,529.00	R1
0111821320018	1107	57TH AVE N		\$ 996.35	Multi Family R4 (A) 6,880.88 sf, (B) 0 sf
0111821320105	1201	57TH AVE N		\$ 928.97	Multi Family R4 (A) 6,415.56 sf, (B) 0 sf
0111821320085	22	ADDRESS UNASSIGNED		\$ 1,529.00	R1 (Parking Lot)
0111821310112	5600	ALDRICH AVE N		\$ 1,529.00	R1

CITY OF BROOKLYN CENTER PROPOSED PENDING ASSESSMENT ROLL

March 11, 2018

**2019 BELLVUE AND SOUTHEAST AREA MILL & OVERLAY
IMPROVEMENT PROJECT NOS. 2018-08 AND 2019-05**

DRAFT

PROPERTY ID	HOUSE	STREET NAME	LEVY#	STREET	NOTES
0111821310091	5601	ALDRICH AVE N		\$ 1,529.00	R1
0111821310113	5606	ALDRICH AVE N		\$ 1,529.00	R1
0111821310090	5607	ALDRICH AVE N		\$ 1,529.00	R1
0111821310114	5612	ALDRICH AVE N		\$ 1,529.00	R1
0111821310089	5613	ALDRICH AVE N		\$ 1,529.00	R1
0111821310115	5618	ALDRICH AVE N		\$ 1,529.00	R1
0111821310088	5619	ALDRICH AVE N		\$ 1,529.00	R1
0111821310004	5624	ALDRICH AVE N		\$ 1,529.00	R1
0111821310087	5625	ALDRICH AVE N		\$ 1,529.00	R1
0111821310005	5630	ALDRICH AVE N		\$ 1,529.00	R1
0111821310086	5631	ALDRICH AVE N		\$ 1,529.00	R1
0111821310145	5500	ALDRICH DR N		\$ 241.00	R3
0111821310144	5504	ALDRICH DR N		\$ 241.00	R3
0111821310143	5508	ALDRICH DR N		\$ 241.00	R3
0111821310142	5512	ALDRICH DR N		\$ 241.00	R3
0111821310141	5516	ALDRICH DR N		\$ 241.00	R3
0111821310140	5520	ALDRICH DR N		\$ 241.00	R3
0111821310139	5524	ALDRICH DR N		\$ 241.00	R3
0111821310137	5525	ALDRICH DR N		\$ 241.00	R3
0111821310138	5528	ALDRICH DR N		\$ 241.00	R3
0111821310136	5529	ALDRICH DR N		\$ 241.00	R3
0111821310133	5532	ALDRICH DR N		\$ 241.00	R3
0111821310135	5533	ALDRICH DR N		\$ 241.00	R3
0111821310132	5536	ALDRICH DR N		\$ 241.00	R3
0111821310134	5537	ALDRICH DR N		\$ 241.00	R3
0111821310131	5540	ALDRICH DR N		\$ 241.00	R3
0111821310129	5541	ALDRICH DR N		\$ 241.00	R3
0111821310130	5544	ALDRICH DR N		\$ 241.00	R3
0111821310128	5545	ALDRICH DR N		\$ 241.00	R3
0111821310125	5548	ALDRICH DR N		\$ 241.00	R3
0111821310127	5549	ALDRICH DR N		\$ 241.00	R3
0111821310124	5552	ALDRICH DR N		\$ 241.00	R3
0111821310126	5553	ALDRICH DR N		\$ 241.00	R3
0111821310123	5556	ALDRICH DR N		\$ 241.00	R3
0111821310122	5560	ALDRICH DR N		\$ 241.00	R3
0111821310121	5564	ALDRICH DR N		\$ 241.00	R3
0111821310120	5568	ALDRICH DR N		\$ 241.00	R3
0111821310119	5572	ALDRICH DR N		\$ 241.00	R3
0111821310118	5576	ALDRICH DR N		\$ 241.00	R3
0111821430110	401	BELLVUE LA		\$ 1,529.00	R2
0111821430109	411	BELLVUE LA		\$ 1,529.00	R2
0111821430108	501	BELLVUE LA		\$ 1,529.00	R2
0111821430107	511	BELLVUE LA		\$ 1,529.00	R2
0111821430106	601	BELLVUE LA		\$ 1,529.00	R2
0111821430105	611	BELLVUE LA		\$ 1,529.00	R2
0111821430104	621	BELLVUE LA		\$ 1,529.00	R2
0111821340140	701	BELLVUE LA		\$ 1,529.00	R2
0111821340139	711	BELLVUE LA		\$ 1,529.00	R2
0111821340138	721	BELLVUE LA		\$ 1,529.00	R2
0111821340137	801	BELLVUE LA		\$ 1,529.00	R2
0111821340136	811	BELLVUE LA		\$ 1,529.00	R2

CITY OF BROOKLYN CENTER PROPOSED PENDING ASSESSMENT ROLL

March 11, 2018

**2019 BELLVUE AND SOUTHEAST AREA MILL & OVERLAY
IMPROVEMENT PROJECT NOS. 2018-08 AND 2019-05**

DRAFT

PROPERTY ID	HOUSE	STREET NAME	LEVY#	STREET	NOTES
0111821340135	821	BELLVUE LA		\$ 1,529.00	R2
0111821340134	831	BELLVUE LA		\$ 1,529.00	R2
0111821340133	832	BELLVUE LA		\$ 1,529.00	R2
0111821340078	5305	BRYANT AVE N		\$ 1,529.00	R2
0111821340079	5307	BRYANT AVE N		\$ 1,529.00	R2
0111821340072	5309	BRYANT AVE N		\$ 1,529.00	R2
0111821340073	5315	BRYANT AVE N		\$ 1,529.00	R2
0111821340071	5321	BRYANT AVE N		\$ 1,529.00	R2
0111821340036	5324	BRYANT AVE N		\$ 1,529.00	R2
0111821340069	5325	BRYANT AVE N		\$ 1,529.00	R2
0111821340037	5326	BRYANT AVE N		\$ 1,529.00	R2
0111821340130	5327	BRYANT AVE N		\$ 1,529.00	R2
0111821340039	5328	BRYANT AVE N		\$ 1,529.00	R2
0111821340129	5333	BRYANT AVE N		\$ 1,529.00	R2
0111821340038	5334	BRYANT AVE N		\$ 1,529.00	R2
0111821340041	5400	BRYANT AVE N		\$ 1,529.00	R2
0111821340132	5401	BRYANT AVE N		\$ 1,529.00	R2
0111821340131	5403	BRYANT AVE N		\$ 1,529.00	R2
0111821340057	5405	BRYANT AVE N		\$ 1,529.00	R2
0111821340040	5406	BRYANT AVE N		\$ 1,529.00	R2
0111821340060	5411	BRYANT AVE N		\$ 1,529.00	R2
0111821340042	5418	BRYANT AVE N		\$ 1,529.00	R2
0111821340043	5424	BRYANT AVE N		\$ 1,529.00	R2
0111821340128	5425	BRYANT AVE N		\$ 1,529.00	R2
0111821340044	5432	BRYANT AVE N		\$ 1,529.00	R2
0111821340127	5435	BRYANT AVE N		\$ 1,529.00	R2
0111821340045	5440	BRYANT AVE N		\$ 1,529.00	R2
0111821340126	5441	BRYANT AVE N		\$ 1,529.00	R2
0111821340049	5447	BRYANT AVE N		\$ 1,529.00	R2
0111821340047	5448	BRYANT AVE N		\$ 1,529.00	R2
0111821340048	5453	BRYANT AVE N		\$ 1,529.00	R2
0111821310061	5500	BRYANT AVE N		\$ 2,177.61	Multi Family R4 (A) 15038.72 sf, (B) 0 sf
0111821310116	5507	BRYANT AVE N		\$ 1,529.00	R1
0111821310053	5513	BRYANT AVE N		\$ 1,529.00	R1
0111821310054	5517	BRYANT AVE N		\$ 1,529.00	R1
0111821310060	5520	BRYANT AVE N		\$ 1,529.00	R1
0111821310049	5523	BRYANT AVE N		\$ 1,529.00	R1
0111821310050	5529	BRYANT AVE N		\$ 1,529.00	R1
0111821310044	5530	BRYANT AVE N		\$ 1,529.00	R1
0111821310051	5535	BRYANT AVE N		\$ 1,529.00	R1
0111821310043	5536	BRYANT AVE N		\$ 1,529.00	R1
0111821310041	5540	BRYANT AVE N		\$ 1,529.00	R1
0111821310052	5541	BRYANT AVE N		\$ 1,529.00	R1
0111821310042	5542	BRYANT AVE N		\$ 1,529.00	R1
0111821310092	5600	BRYANT AVE N		\$ 1,529.00	R1
0111821310035	5603	BRYANT AVE N		\$ 1,529.00	R1
0111821310093	5606	BRYANT AVE N		\$ 1,529.00	R1
0111821310034	5609	BRYANT AVE N		\$ 1,529.00	R1
0111821310094	5614	BRYANT AVE N		\$ 1,529.00	R1
0111821310036	5615	BRYANT AVE N		\$ 1,529.00	R1

CITY OF BROOKLYN CENTER PROPOSED PENDING ASSESSMENT ROLL

March 11, 2018

**2019 BELLVUE AND SOUTHEAST AREA MILL & OVERLAY
IMPROVEMENT PROJECT NOS. 2018-08 AND 2019-05**

DRAFT

PROPERTY ID	HOUSE	STREET NAME	LEVY#	STREET	NOTES
0111821310095	5622	BRYANT AVE N		\$ 1,529.00	R1
0111821310096	5630	BRYANT AVE N		\$ 1,529.00	R1
0111821310037	5631	BRYANT AVE N		\$ 1,529.00	R1
0111821310011	5637	BRYANT AVE N		\$ 1,529.00	R1
0111821310097	5638	BRYANT AVE N		\$ 1,529.00	R1
0111821310013	5643	BRYANT AVE N		\$ 1,529.00	R1
0111821310098	5646	BRYANT AVE N		\$ 1,529.00	R1
0111821310099	5654	BRYANT AVE N		\$ 1,529.00	R1
0111821340016	5311	CAMDEN AVE N		\$ 1,529.00	R2
0111821340017	5315	CAMDEN AVE N		\$ 1,529.00	R2
0111821340015	5317	CAMDEN AVE N		\$ 1,529.00	R2
0111821340014	5319	CAMDEN AVE N		\$ 1,529.00	R2
0111821340012	5321	CAMDEN AVE N		\$ 1,529.00	R2
0111821340013	5323	CAMDEN AVE N		\$ 1,529.00	R2
0111821430079	5324	CAMDEN AVE N		\$ 1,529.00	R2
0111821340010	5325	CAMDEN AVE N		\$ 1,529.00	R2
0111821430078	5330	CAMDEN AVE N		\$ 1,529.00	R2
0111821340011	5331	CAMDEN AVE N		\$ 1,529.00	R2
0111821340009	5333	CAMDEN AVE N		\$ 1,529.00	R2
0111821430080	5334	CAMDEN AVE N		\$ 1,529.00	R2
0111821430081	5340	CAMDEN AVE N		\$ 1,529.00	R2
0111821430083	5344	CAMDEN AVE N		\$ 1,529.00	R2
0111821430082	5350	CAMDEN AVE N		\$ 1,529.00	R2
0111821430084	5400	CAMDEN AVE N		\$ 1,529.00	R2
0111821430085	5406	CAMDEN AVE N		\$ 1,529.00	R2
0111821430087	5416	CAMDEN AVE N		\$ 1,529.00	R2
0111821340008	5421	CAMDEN AVE N		\$ 1,529.00	R2
0111821340120	5427	CAMDEN AVE N		\$ 1,529.00	R2
0111821430086	5428	CAMDEN AVE N		\$ 1,529.00	R2
0111821430054	5430	CAMDEN AVE N		\$ 1,529.00	R2
0111821340119	5431	CAMDEN AVE N		\$ 1,529.00	R2
0111821430055	5434	CAMDEN AVE N		\$ 1,529.00	R2
0111821340004	5435	CAMDEN AVE N		\$ 1,529.00	R2
0111821430050	5436	CAMDEN AVE N		\$ 1,529.00	R2
0111821430051	5438	CAMDEN AVE N		\$ 1,529.00	R2
0111821340005	5439	CAMDEN AVE N		\$ 1,529.00	R2
0111821340144	5441	CAMDEN AVE N		\$ 1,529.00	R2
0111821430047	5444	CAMDEN AVE N		\$ 1,529.00	R2
0111821340143	5445	CAMDEN AVE N		\$ 1,529.00	R2
0111821430048	5448	CAMDEN AVE N		\$ 1,529.00	R2
0111821310107	5501	CAMDEN AVE N		\$ 1,529.00	R1
0111821310106	5507	CAMDEN AVE N		\$ 1,529.00	R1
0111821310105	5513	CAMDEN AVE N		\$ 1,529.00	R1
0111821420049	5516	CAMDEN AVE N		\$ 1,529.00	R1
0111821310104	5519	CAMDEN AVE N		\$ 1,529.00	R1
0111821420050	5522	CAMDEN AVE N		\$ 1,529.00	R1
0111821310103	5525	CAMDEN AVE N		\$ 1,529.00	R1
0111821420042	5530	CAMDEN AVE N		\$ 1,529.00	R1
0111821310102	5531	CAMDEN AVE N		\$ 1,529.00	R1
0111821310101	5537	CAMDEN AVE N		\$ 1,529.00	R1
0111821420043	5538	CAMDEN AVE N		\$ 1,529.00	R1

CITY OF BROOKLYN CENTER PROPOSED PENDING ASSESSMENT ROLL

March 11, 2018

**2019 BELLVUE AND SOUTHEAST AREA MILL & OVERLAY
IMPROVEMENT PROJECT NOS. 2018-08 AND 2019-05**

DRAFT

PROPERTY ID	HOUSE	STREET NAME	LEVY#	STREET	NOTES
0111821310100	5543	CAMDEN AVE N		\$ 1,529.00	R1
0111821420056	5544	CAMDEN AVE N		\$ 1,529.00	R1
0111821420038	5560	CAMDEN AVE N		\$ 1,529.00	R1
0111821310111	5601	CAMDEN AVE N		\$ 1,529.00	R1
0111821310110	5607	CAMDEN AVE N		\$ 1,529.00	R1
0111821420033	5608	CAMDEN AVE N		\$ 1,529.00	R1
0111821420032	5614	CAMDEN AVE N		\$ 1,529.00	R1
0111821310109	5615	CAMDEN AVE N		\$ 1,529.00	R1
0111821310108	5621	CAMDEN AVE N		\$ 1,529.00	R1
0111821420031	5624	CAMDEN AVE N		\$ 1,529.00	R1
0111821310001	5625	CAMDEN AVE N		\$ 1,529.00	R1
0111821310002	5631	CAMDEN AVE N		\$ 1,529.00	R1
0111821420030	5632	CAMDEN AVE N		\$ 1,529.00	R1
0111821420029	5636	CAMDEN AVE N		\$ 1,529.00	R1
0111821310003	5637	CAMDEN AVE N		\$ 1,529.00	R1
0111821340083	5300	COLFAX AVE N		\$ 1,529.00	R2
0111821340087	5301	COLFAX AVE N		\$ 1,529.00	R2
0111821340086	5307	COLFAX AVE N		\$ 1,529.00	R2
0111821340125	5316	COLFAX AVE N		\$ 1,529.00	R2
0111821340091	5317	COLFAX AVE N		\$ 1,529.00	R2
0111821340076	5320	COLFAX AVE N		\$ 1,529.00	R2
0111821340090	5321	COLFAX AVE N		\$ 1,529.00	R2
0111821340093	5327	COLFAX AVE N		\$ 1,529.00	R2
0111821340075	5330	COLFAX AVE N		\$ 1,529.00	R2
0111821340095	5333	COLFAX AVE N		\$ 1,529.00	R2
0111821340074	5336	COLFAX AVE N		\$ 1,529.00	R2
0111821340122	5337	COLFAX AVE N		\$ 1,529.00	R2
0111821340067	5340	COLFAX AVE N		\$ 1,529.00	R2
0111821340121	5341	COLFAX AVE N		\$ 1,529.00	R2
0111821340099	5343	COLFAX AVE N		\$ 1,529.00	R2
0111821340145	5344	COLFAX AVE N		\$ 1,529.00	R2
0111821340100	5345	COLFAX AVE N		\$ 1,529.00	R2
0111821340064	5348	COLFAX AVE N		\$ 1,529.00	R2
0111821340066	5350	COLFAX AVE N		\$ 1,529.00	R2
0111821340104	5357	COLFAX AVE N		\$ 1,529.00	R2
0111821340062	5400	COLFAX AVE N		\$ 1,529.00	R2
0111821340103	5403	COLFAX AVE N		\$ 1,529.00	R2
0111821340061	5406	COLFAX AVE N		\$ 1,529.00	R2
0111821340058	5408	COLFAX AVE N		\$ 1,529.00	R2
0111821340059	5412	COLFAX AVE N		\$ 1,529.00	R2
0111821340108	5417	COLFAX AVE N		\$ 1,529.00	R2
0111821340055	5420	COLFAX AVE N		\$ 1,529.00	R2
0111821340107	5425	COLFAX AVE N		\$ 1,529.00	R2
0111821340054	5428	COLFAX AVE N		\$ 1,529.00	R2
0111821340053	5436	COLFAX AVE N		\$ 1,529.00	R2
0111821340110	5439	COLFAX AVE N		\$ 1,529.00	R2
0111821340052	5442	COLFAX AVE N		\$ 1,529.00	R2
0111821340112	5445	COLFAX AVE N		\$ 1,529.00	R2
0111821340050	5448	COLFAX AVE N		\$ 1,529.00	R2
0111821340113	5449	COLFAX AVE N		\$ 1,529.00	R2
0111821340051	5454	COLFAX AVE N		\$ 1,529.00	R2

CITY OF BROOKLYN CENTER PROPOSED PENDING ASSESSMENT ROLL

March 11, 2018

**2019 BELLVUE AND SOUTHEAST AREA MILL & OVERLAY
IMPROVEMENT PROJECT NOS. 2018-08 AND 2019-05**

DRAFT

PROPERTY ID	HOUSE	STREET NAME	LEVY#	STREET	NOTES
0111821340116	5455	COLFAX AVE N		\$ 1,529.00	R2
0111821340117	5459	COLFAX AVE N		\$ 1,529.00	R2
0111821310075	5501	COLFAX AVE N		\$ 1,529.00	R1
0111821310074	5507	COLFAX AVE N		\$ 1,529.00	R1
0111821310056	5510	COLFAX AVE N		\$ 1,529.00	R1
0111821310058	5514	COLFAX AVE N		\$ 1,529.00	R1
0111821310073	5519	COLFAX AVE N		\$ 1,529.00	R1
0111821310072	5525	COLFAX AVE N		\$ 1,529.00	R1
0111821310071	5535	COLFAX AVE N		\$ 1,529.00	R1
0111821310059	5538	COLFAX AVE N		\$ 1,529.00	R1
0111821310045	5540	COLFAX AVE N		\$ 1,529.00	R1
0111821310070	5543	COLFAX AVE N		\$ 1,529.00	R1
0111821310046	5548	COLFAX AVE N		\$ 1,529.00	R1
0111821310069	5549	COLFAX AVE N		\$ 1,529.00	R1
0111821310047	5552	COLFAX AVE N		\$ 1,529.00	R1
0111821310068	5555	COLFAX AVE N		\$ 1,529.00	R1
0111821310048	5556	COLFAX AVE N		\$ 1,529.00	R1
0111821310032	5600	COLFAX AVE N		\$ 1,529.00	R1
0111821310029	5601	COLFAX AVE N		\$ 1,529.00	R1
0111821310028	5607	COLFAX AVE N		\$ 1,529.00	R1
0111821310033	5608	COLFAX AVE N		\$ 1,529.00	R1
0111821310027	5615	COLFAX AVE N		\$ 1,529.00	R1
0111821310030	5616	COLFAX AVE N		\$ 1,529.00	R1
0111821310031	5622	COLFAX AVE N		\$ 1,529.00	R1
0111821310026	5623	COLFAX AVE N		\$ 1,529.00	R1
0111821310012	5630	COLFAX AVE N		\$ 1,529.00	R1
0111821310020	5631	COLFAX AVE N		\$ 1,529.00	R1
0111821310015	5637	COLFAX AVE N		\$ 1,529.00	R1
0111821310010	5638	COLFAX AVE N		\$ 1,529.00	R1
0111821310014	5643	COLFAX AVE N		\$ 1,529.00	R1
0111821310021	5649	COLFAX AVE N		\$ 1,529.00	R1
0111821310008	5650	COLFAX AVE N		\$ 1,529.00	R1
0111821340085	5300	DUPONT AVE N		\$ 1,529.00	R2
0111821330146	5301	DUPONT AVE N		\$ 2,225.69	Multi Family R4 (A) 15,370.79 sf, (B) 0 sf
0111821330145	5307	DUPONT AVE N		\$ 1,529.00	R2
0111821340089	5310	DUPONT AVE N		\$ 1,529.00	R2
0111821330144	5311	DUPONT AVE N		\$ 1,529.00	R2
0111821330143	5315	DUPONT AVE N		\$ 1,529.00	R2
0111821340088	5316	DUPONT AVE N		\$ 1,529.00	R2
0111821330142	5319	DUPONT AVE N		\$ 1,529.00	R2
0111821340092	5322	DUPONT AVE N		\$ 1,529.00	R2
0111821330141	5323	DUPONT AVE N		\$ 1,529.00	R2
0111821330140	5327	DUPONT AVE N		\$ 1,529.00	R2
0111821340094	5328	DUPONT AVE N		\$ 1,529.00	R2
0111821330139	5333	DUPONT AVE N		\$ 1,529.00	R2
0111821340096	5336	DUPONT AVE N		\$ 1,529.00	R2
0111821340098	5350	DUPONT AVE N		\$ 1,529.00	R2
0111821330138	5351	DUPONT AVE N		\$ 1,529.00	R2
0111821330137	5355	DUPONT AVE N		\$ 1,529.00	R2
0111821330136	5359	DUPONT AVE N		\$ 1,529.00	R2

CITY OF BROOKLYN CENTER PROPOSED PENDING ASSESSMENT ROLL

March 11, 2018

**2019 BELLVUE AND SOUTHEAST AREA MILL & OVERLAY
IMPROVEMENT PROJECT NOS. 2018-08 AND 2019-05**

DRAFT

PROPERTY ID	HOUSE	STREET NAME	LEVY#	STREET	NOTES
0111821340101	5400	DUPONT AVE N		\$ 1,529.00	R2
0111821330082	5401	DUPONT AVE N		\$ 1,529.00	R2
0111821340102	5404	DUPONT AVE N		\$ 1,529.00	R2
0111821330081	5407	DUPONT AVE N		\$ 1,529.00	R2
0111821340106	5408	DUPONT AVE N		\$ 1,529.00	R2
0111821330080	5415	DUPONT AVE N		\$ 1,529.00	R2
0111821340105	5416	DUPONT AVE N		\$ 1,529.00	R2
0111821330079	5421	DUPONT AVE N		\$ 1,529.00	R2
0111821330078	5427	DUPONT AVE N		\$ 1,529.00	R2
0111821340111	5432	DUPONT AVE N		\$ 1,529.00	R2
0111821330077	5433	DUPONT AVE N		\$ 1,529.00	R2
0111821340109	5438	DUPONT AVE N		\$ 1,529.00	R2
0111821330076	5441	DUPONT AVE N		\$ 1,529.00	R2
0111821340115	5444	DUPONT AVE N		\$ 1,529.00	R2
0111821330075	5447	DUPONT AVE N		\$ 1,529.00	R2
0111821340114	5448	DUPONT AVE N		\$ 1,529.00	R2
0111821330074	5451	DUPONT AVE N		\$ 1,529.00	R2
0111821340118	5452	DUPONT AVE N		\$ 1,529.00	R2
0111821330073	5453	DUPONT AVE N		\$ 1,529.00	R2
0111821310076	5500	DUPONT AVE N		\$ 1,529.00	R1
0111821310077	5508	DUPONT AVE N		\$ 1,529.00	R1
0111821320084	5511	DUPONT AVE N		\$ 1,529.00	R1
0111821310078	5518	DUPONT AVE N		\$ 1,529.00	R1
0111821320083	5519	DUPONT AVE N		\$ 1,529.00	R1
0111821310079	5524	DUPONT AVE N		\$ 1,529.00	R1
0111821320082	5527	DUPONT AVE N		\$ 1,529.00	R1
0111821310080	5532	DUPONT AVE N		\$ 1,529.00	R1
0111821320081	5535	DUPONT AVE N		\$ 1,529.00	R1
0111821310081	5540	DUPONT AVE N		\$ 1,529.00	R1
0111821320080	5543	DUPONT AVE N		\$ 1,529.00	R1
0111821310082	5544	DUPONT AVE N		\$ 1,529.00	R1
0111821310083	5548	DUPONT AVE N		\$ 1,529.00	R1
0111821320009	5549	DUPONT AVE N		\$ 1,529.00	R1
0111821320008	5555	DUPONT AVE N		\$ 1,529.00	R1
0111821310023	5600	DUPONT AVE N		\$ 1,529.00	R1
0111821320007	5601	DUPONT AVE N		\$ 1,529.00	R1
0111821320006	5607	DUPONT AVE N		\$ 1,529.00	R1
0111821310022	5608	DUPONT AVE N		\$ 1,529.00	R1
0111821320005	5615	DUPONT AVE N		\$ 1,529.00	R1
0111821310025	5616	DUPONT AVE N		\$ 1,529.00	R1
0111821310024	5624	DUPONT AVE N		\$ 1,529.00	R1
0111821320004	5625	DUPONT AVE N		\$ 1,529.00	R1
0111821310017	5630	DUPONT AVE N		\$ 1,529.00	R1
0111821320003	5635	DUPONT AVE N		\$ 1,529.00	R1
0111821310019	5636	DUPONT AVE N		\$ 1,529.00	R1
0111821320002	5641	DUPONT AVE N		\$ 1,529.00	R1
0111821310018	5642	DUPONT AVE N		\$ 1,529.00	R1
0111821320001	5651	DUPONT AVE N		\$ 1,529.00	R1
0111821330124	5301	EMERSON AVE N		\$ 1,529.00	R2
0111821330147	5302	EMERSON AVE N		\$ 1,529.00	R2
0111821330123	5303	EMERSON AVE N		\$ 1,529.00	R2

CITY OF BROOKLYN CENTER PROPOSED PENDING ASSESSMENT ROLL

March 11, 2018

**2019 BELLVUE AND SOUTHEAST AREA MILL & OVERLAY
IMPROVEMENT PROJECT NOS. 2018-08 AND 2019-05**

DRAFT

PROPERTY ID	HOUSE	STREET NAME	LEVY#	STREET	NOTES
0111821330122	5305	EMERSON AVE N		\$ 1,529.00	R2
0111821330121	5307	EMERSON AVE N		\$ 1,529.00	R2
0111821330148	5308	EMERSON AVE N		\$ 1,529.00	R2
0111821330120	5309	EMERSON AVE N		\$ 1,529.00	R2
0111821330119	5311	EMERSON AVE N		\$ 1,529.00	R2
0111821330118	5313	EMERSON AVE N		\$ 1,529.00	R2
0111821330149	5324	EMERSON AVE N		\$ 1,529.00	R2
0111821330150	5328	EMERSON AVE N		\$ 1,529.00	R2
0111821330151	5332	EMERSON AVE N		\$ 1,529.00	R2
0111821330161	5335	EMERSON AVE N		\$ 1,529.00	R2
0111821330152	5338	EMERSON AVE N		\$ 1,529.00	R2
0111821330114	5339	EMERSON AVE N		\$ 1,529.00	R2
0111821330153	5340	EMERSON AVE N		\$ 1,529.00	R2
0111821330113	5343	EMERSON AVE N		\$ 1,529.00	R2
0111821330154	5346	EMERSON AVE N		\$ 1,529.00	R2
0111821330112	5351	EMERSON AVE N		\$ 1,529.00	R2
0111821330155	5352	EMERSON AVE N		\$ 1,529.00	R2
0111821330111	5355	EMERSON AVE N		\$ 1,529.00	R2
0111821330110	5357	EMERSON AVE N		\$ 1,529.00	R2
0111821330156	5358	EMERSON AVE N		\$ 1,529.00	R2
0111821330100	5403	EMERSON AVE N		\$ 1,529.00	R2
0111821330083	5404	EMERSON AVE N		\$ 1,529.00	R2
0111821330099	5405	EMERSON AVE N		\$ 1,529.00	R2
0111821330084	5412	EMERSON AVE N		\$ 1,529.00	R2
0111821330098	5415	EMERSON AVE N		\$ 1,529.00	R2
0111821330097	5419	EMERSON AVE N		\$ 1,529.00	R2
0111821330085	5420	EMERSON AVE N		\$ 1,529.00	R2
0111821330086	5424	EMERSON AVE N		\$ 1,529.00	R2
0111821330096	5427	EMERSON AVE N		\$ 1,529.00	R2
0111821330095	5431	EMERSON AVE N		\$ 1,529.00	R2
0111821330094	5435	EMERSON AVE N		\$ 1,529.00	R2
0111821330087	5436	EMERSON AVE N		\$ 1,529.00	R2
0111821330088	5444	EMERSON AVE N		\$ 1,529.00	R2
0111821330093	5447	EMERSON AVE N		\$ 1,529.00	R2
0111821330089	5448	EMERSON AVE N		\$ 1,529.00	R2
0111821330092	5449	EMERSON AVE N		\$ 1,529.00	R2
0111821330157	5452	EMERSON AVE N		\$ 1,529.00	R2
0111821330091	5455	EMERSON AVE N		\$ 1,529.00	R2
0111821330158	5456	EMERSON AVE N		\$ 1,529.00	R2
0111821320124	5500	EMERSON AVE N		\$ 1,529.00	R1
0111821320095	5501	EMERSON AVE N		\$ 1,529.00	R1
0111821320096	5507	EMERSON AVE N		\$ 1,529.00	R1
0111821320123	5510	EMERSON AVE N		\$ 1,529.00	R1
0111821320097	5511	EMERSON AVE N		\$ 1,529.00	R1
0111821320087	5524	EMERSON AVE N		\$ 1,529.00	R1
0111821320120	5525	EMERSON AVE N		\$ 1,529.00	R1
0111821320088	5530	EMERSON AVE N		\$ 1,529.00	R1
0111821320119	5531	EMERSON AVE N		\$ 1,529.00	R1
0111821320093	5537	EMERSON AVE N		\$ 1,529.00	R1
0111821320089	5540	EMERSON AVE N		\$ 1,529.00	R1
0111821320092	5541	EMERSON AVE N		\$ 1,529.00	R1

CITY OF BROOKLYN CENTER PROPOSED PENDING ASSESSMENT ROLL
March 11, 2018
2019 BELLVUE AND SOUTHEAST AREA MILL & OVERLAY
IMPROVEMENT PROJECT NOS. 2018-08 AND 2019-05

DRAFT

PROPERTY ID	HOUSE	STREET NAME	LEVY#	STREET	NOTES
0111821320090	5546	EMERSON AVE N		\$ 1,529.00	R1
0111821320091	5553	EMERSON AVE N		\$ 1,529.00	R1
0111821320010	5556	EMERSON AVE N		\$ 3,058.00	Subdividable R1 = 2 equivalent parcels
0111821320011	5600	EMERSON AVE N		\$ 1,529.00	R1
0111821320112	5611	EMERSON AVE N		\$ 1,529.00	R1
0111821320111	5617	EMERSON AVE N		\$ 1,529.00	R1
0111821320110	5621	EMERSON AVE N		\$ 1,529.00	R1
0111821320012	5622	EMERSON AVE N		\$ 1,529.00	R1
0111821320108	5625	EMERSON AVE N		\$ 1,529.00	R1
0111821320013	5628	EMERSON AVE N		\$ 1,529.00	R1
0111821320014	5630	EMERSON AVE N		\$ 1,529.00	R1
0111821320109	5631	EMERSON AVE N		\$ 1,529.00	R1
0111821320015	5632	EMERSON AVE N		\$ 1,529.00	R1
0111821320016	5636	EMERSON AVE N		\$ 1,529.00	R1
0111821320107	5637	EMERSON AVE N		\$ 1,529.00	R1
0111821320106	5641	EMERSON AVE N		\$ 1,529.00	R1
0111821320017	5642	EMERSON AVE N		\$ 1,529.00	R1
0111821330125	5302	FREMONT AVE N		\$ 1,529.00	R2
0111821330001	5303	FREMONT AVE N		\$ 1,529.00	R2
0111821330002	5309	FREMONT AVE N		\$ 1,529.00	R2
0111821330126	5312	FREMONT AVE N		\$ 1,529.00	R2
0111821330003	5315	FREMONT AVE N		\$ 1,529.00	R2
0111821330004	5321	FREMONT AVE N		\$ 1,529.00	R2
0111821330127	5322	FREMONT AVE N		\$ 1,529.00	R2
0111821330170	5326	FREMONT AVE N		\$ 1,529.00	R2
0111821330005	5327	FREMONT AVE N		\$ 1,529.00	R2
0111821330130	5330	FREMONT AVE N		\$ 1,529.00	R2
0111821330006	5333	FREMONT AVE N		\$ 1,529.00	R2
0111821330131	5334	FREMONT AVE N		\$ 1,529.00	R2
0111821330007	5339	FREMONT AVE N		\$ 1,529.00	R2
0111821330132	5340	FREMONT AVE N		\$ 1,529.00	R2
0111821330133	5344	FREMONT AVE N		\$ 1,529.00	R2
0111821330008	5345	FREMONT AVE N		\$ 1,529.00	R2
0111821330101	5400	FREMONT AVE N		\$ 1,529.00	R2
0111821330042	5401	FREMONT AVE N		\$ 1,529.00	R2
0111821330102	5404	FREMONT AVE N		\$ 1,529.00	R2
0111821330041	5405	FREMONT AVE N		\$ 1,529.00	R2
0111821330040	5407	FREMONT AVE N		\$ 1,529.00	R2
0111821330103	5408	FREMONT AVE N		\$ 1,529.00	R2
0111821330039	5409	FREMONT AVE N		\$ 1,529.00	R2
0111821330038	5411	FREMONT AVE N		\$ 1,529.00	R2
0111821330104	5412	FREMONT AVE N		\$ 1,529.00	R2
0111821330163	5413	FREMONT AVE N		\$ 1,529.00	R2
0111821330162	5415	FREMONT AVE N		\$ 1,529.00	R2
0111821330105	5416	FREMONT AVE N		\$ 1,529.00	R2
0111821330160	5417	FREMONT AVE N		\$ 1,529.00	R2
0111821330106	5418	FREMONT AVE N		\$ 1,529.00	R2
0111821330159	5419	FREMONT AVE N		\$ 1,529.00	R2
0111821330168	5420	FREMONT AVE N		\$ 1,529.00	R2
0111821330165	5421	FREMONT AVE N		\$ 1,529.00	R2

CITY OF BROOKLYN CENTER PROPOSED PENDING ASSESSMENT ROLL

March 11, 2018

**2019 BELLVUE AND SOUTHEAST AREA MILL & OVERLAY
IMPROVEMENT PROJECT NOS. 2018-08 AND 2019-05**

DRAFT

PROPERTY ID	HOUSE	STREET NAME	LEVY#	STREET	NOTES
0111821330164	5423	FREMONT AVE N		\$ 1,529.00	R2
0111821330169	5424	FREMONT AVE N		\$ 1,529.00	R2
0111821330108	5426	FREMONT AVE N		\$ 1,529.00	R2
0111821330034	5427	FREMONT AVE N		\$ 1,529.00	R2
0111821330109	5452	FREMONT AVE N		\$ 1,529.00	R2
0111821330033	5455	FREMONT AVE N		\$ 1,529.00	R2
0111821320098	5504	FREMONT AVE N		\$ 1,529.00	R1
0111821320101	5508	FREMONT AVE N		\$ 1,529.00	R1
0111821320100	5512	FREMONT AVE N		\$ 1,529.00	R1
0111821320029	5515	FREMONT AVE N		\$ 1,529.00	R1
0111821320102	5516	FREMONT AVE N		\$ 1,529.00	R1
0111821320103	5520	FREMONT AVE N		\$ 1,529.00	R1
0111821320028	5521	FREMONT AVE N		\$ 1,529.00	R1
0111821320027	5527	FREMONT AVE N		\$ 1,529.00	R1
0111821320026	5543	FREMONT AVE N		\$ 1,529.00	R1
0111821320104	5548	FREMONT AVE N		\$ 1,529.00	R1
0111821320113	5604	FREMONT AVE N		\$ 1,529.00	R1
0111821320025	5605	FREMONT AVE N		\$ 1,529.00	R1
0111821320024	5611	FREMONT AVE N		\$ 1,529.00	R1
0111821320023	5615	FREMONT AVE N		\$ 1,529.00	R1
0111821320114	5620	FREMONT AVE N		\$ 1,529.00	R1
0111821320022	5625	FREMONT AVE N		\$ 1,529.00	R1
0111821320115	5630	FREMONT AVE N		\$ 1,529.00	R1
0111821320116	5636	FREMONT AVE N		\$ 1,529.00	R1
0111821320117	5640	FREMONT AVE N		\$ 1,529.00	R1
0111821320021	5645	FREMONT AVE N		\$ 1,529.00	R1
0111821320073	5647	FREMONT AVE N		\$ 1,529.00	R1
0111821320072	5649	FREMONT AVE N		\$ 1,529.00	R1
0111821320118	5650	FREMONT AVE N		\$ 1,529.00	R1
0111821320020	5651	FREMONT AVE N		\$ 1,529.00	R1
0111821320019	5655	FREMONT AVE N		\$ 1,529.00	R1
0111821330016	5300	GIRARD AVE N		\$ 1,529.00	R2
0111821330017	5301	GIRARD AVE N		\$ 1,529.00	R2
0111821330018	5309	GIRARD AVE N		\$ 1,529.00	R2
0111821330015	5312	GIRARD AVE N		\$ 1,529.00	R2
0111821330019	5315	GIRARD AVE N		\$ 1,529.00	R2
0111821330014	5318	GIRARD AVE N		\$ 1,529.00	R2
0111821330020	5321	GIRARD AVE N		\$ 1,529.00	R2
0111821330013	5322	GIRARD AVE N		\$ 1,529.00	R2
0111821330021	5327	GIRARD AVE N		\$ 1,529.00	R2
0111821330012	5330	GIRARD AVE N		\$ 1,529.00	R2
0111821330022	5333	GIRARD AVE N		\$ 1,529.00	R2
0111821330011	5336	GIRARD AVE N		\$ 1,529.00	R2
0111821330023	5337	GIRARD AVE N		\$ 1,529.00	R2
0111821330010	5340	GIRARD AVE N		\$ 1,529.00	R2
0111821330024	5341	GIRARD AVE N		\$ 1,529.00	R2
0111821330009	5344	GIRARD AVE N		\$ 1,529.00	R2
0111821330043	5400	GIRARD AVE N		\$ 1,529.00	R2
0111821330063	5401	GIRARD AVE N		\$ 1,529.00	R2
0111821330044	5404	GIRARD AVE N		\$ 1,529.00	R2
0111821330062	5405	GIRARD AVE N		\$ 1,529.00	R2

CITY OF BROOKLYN CENTER PROPOSED PENDING ASSESSMENT ROLL

March 11, 2018

**2019 BELLVUE AND SOUTHEAST AREA MILL & OVERLAY
IMPROVEMENT PROJECT NOS. 2018-08 AND 2019-05**

DRAFT

PROPERTY ID	HOUSE	STREET NAME	LEVY#	STREET	NOTES
0111821330045	5406	GIRARD AVE N		\$ 1,529.00	R2
0111821330046	5408	GIRARD AVE N		\$ 1,529.00	R2
0111821330061	5409	GIRARD AVE N		\$ 1,529.00	R2
0111821330047	5410	GIRARD AVE N		\$ 1,529.00	R2
0111821330048	5412	GIRARD AVE N		\$ 1,529.00	R2
0111821330060	5413	GIRARD AVE N		\$ 1,529.00	R2
0111821330049	5414	GIRARD AVE N		\$ 1,529.00	R2
0111821330059	5415	GIRARD AVE N		\$ 1,529.00	R2 (Unit B)
0111821330058	5415	GIRARD AVE N		\$ 1,529.00	R2 (Unit A)
0111821330050	5416	GIRARD AVE N		\$ 1,529.00	R2
0111821330057	5417	GIRARD AVE N		\$ 1,529.00	R2
0111821330166	5418	GIRARD AVE N		\$ 1,529.00	R2
0111821330056	5419	GIRARD AVE N		\$ 1,529.00	R2
0111821330167	5420	GIRARD AVE N		\$ 1,529.00	R2
0111821330055	5421	GIRARD AVE N		\$ 1,529.00	R2
0111821330052	5448	GIRARD AVE N		\$ 1,529.00	R2
0111821330054	5453	GIRARD AVE N		\$ 1,529.00	R2
0111821330053	5456	GIRARD AVE N		\$ 1,529.00	R2
0111821320031	5504	GIRARD AVE N		\$ 1,529.00	R1
0111821320058	5509	GIRARD AVE N		\$ 1,529.00	R1
0111821320057	5515	GIRARD AVE N		\$ 1,529.00	R1
0111821320032	5520	GIRARD AVE N		\$ 1,529.00	R1
0111821320056	5521	GIRARD AVE N		\$ 1,529.00	R1
0111821320033	5524	GIRARD AVE N		\$ 1,529.00	R1
0111821320055	5527	GIRARD AVE N		\$ 1,529.00	R1
0111821320034	5530	GIRARD AVE N		\$ 1,529.00	R1
0111821320054	5533	GIRARD AVE N		\$ 1,529.00	R1
0111821320035	5538	GIRARD AVE N		\$ 1,529.00	R1
0111821320053	5539	GIRARD AVE N		\$ 1,529.00	R1
0111821320052	5545	GIRARD AVE N		\$ 1,529.00	R1
0111821320036	5546	GIRARD AVE N		\$ 1,529.00	R1
0111821320075	5547	GIRARD AVE N		\$ 1,529.00	R1
0111821320037	5548	GIRARD AVE N		\$ 1,529.00	R1
0111821320074	5549	GIRARD AVE N		\$ 1,529.00	R1
0111821320038	5550	GIRARD AVE N		\$ 1,529.00	R1
0111821320039	5600	GIRARD AVE N		\$ 1,529.00	R1
0111821320051	5601	GIRARD AVE N		\$ 1,529.00	R1
0111821320050	5609	GIRARD AVE N		\$ 1,529.00	R1
0111821320049	5617	GIRARD AVE N		\$ 1,529.00	R1
0111821320040	5620	GIRARD AVE N		\$ 1,529.00	R1
0111821320048	5625	GIRARD AVE N		\$ 1,529.00	R1
0111821320041	5630	GIRARD AVE N		\$ 1,529.00	R1
0111821320042	5636	GIRARD AVE N		\$ 1,529.00	R1
0111821320078	5637	GIRARD AVE N		\$ 1,529.00	R1
0111821320079	5645	GIRARD AVE N		\$ 1,529.00	R1
0111821320043	5646	GIRARD AVE N		\$ 1,529.00	R1
0111821320044	5652	GIRARD AVE N		\$ 1,529.00	R1
0111821320122	5658	GIRARD AVE N		\$ 1,529.00	R1
0111821330025	5344	HUMBOLDT AVE N		\$ 1,529.00	R2
0211821440112	5351	HUMBOLDT AVE N		\$ 1,529.00	R2
0111821330064	5400	HUMBOLDT AVE N		\$ 1,529.00	R2

CITY OF BROOKLYN CENTER PROPOSED PENDING ASSESSMENT ROLL

March 11, 2018

**2019 BELLVUE AND SOUTHEAST AREA MILL & OVERLAY
IMPROVEMENT PROJECT NOS. 2018-08 AND 2019-05**

DRAFT

PROPERTY ID	HOUSE	STREET NAME	LEVY#	STREET	NOTES
0211821440085	5401	HUMBOLDT AVE N		\$ 1,529.00	R2
0211821440076	5455	HUMBOLDT AVE N		\$ 1,529.00	R2
0211821410001	5501	HUMBOLDT AVE N		\$ 1,529.00	R1
0211821440038	5300	IRVING AVE N		\$ 1,529.00	R2
0211821440044	5301	IRVING AVE N		\$ 1,529.00	R2
0211821440045	5305	IRVING AVE N		\$ 1,529.00	R2
0211821440039	5306	IRVING AVE N		\$ 1,529.00	R2
0211821440046	5311	IRVING AVE N		\$ 1,529.00	R2
0211821440040	5312	IRVING AVE N		\$ 1,529.00	R2
0211821440047	5317	IRVING AVE N		\$ 1,529.00	R2
0211821440041	5318	IRVING AVE N		\$ 1,529.00	R2
0211821440042	5322	IRVING AVE N		\$ 1,529.00	R2
0211821440048	5323	IRVING AVE N		\$ 1,529.00	R2
0211821440043	5328	IRVING AVE N		\$ 1,529.00	R2
0211821440049	5329	IRVING AVE N		\$ 1,529.00	R2
0211821440116	5332	IRVING AVE N		\$ 1,529.00	R2
0211821440107	5333	IRVING AVE N		\$ 1,529.00	R2
0211821440117	5338	IRVING AVE N		\$ 1,529.00	R2
0211821440106	5339	IRVING AVE N		\$ 1,529.00	R2
0211821440118	5344	IRVING AVE N		\$ 1,529.00	R2
0211821440105	5345	IRVING AVE N		\$ 1,529.00	R2
0211821440119	5350	IRVING AVE N		\$ 1,529.00	R2
0211821440104	5351	IRVING AVE N		\$ 1,529.00	R2
0211821440086	5400	IRVING AVE N		\$ 1,529.00	R1
0211821440089	5401	IRVING AVE N		\$ 1,529.00	R1
0211821440087	5406	IRVING AVE N		\$ 1,529.00	R1
0211821440088	5407	IRVING AVE N		\$ 1,529.00	R1
0211821440135	5412	IRVING AVE N		\$ 1,529.00	R1
0211821440140	5413	IRVING AVE N		\$ 1,529.00	R1
0211821440136	5418	IRVING AVE N		\$ 1,529.00	R1
0211821440139	5419	IRVING AVE N		\$ 1,529.00	R1
0211821440137	5424	IRVING AVE N		\$ 1,529.00	R1
0211821440138	5425	IRVING AVE N		\$ 1,529.00	R1
0211821440078	5430	IRVING AVE N		\$ 1,529.00	R1
0211821440083	5431	IRVING AVE N		\$ 1,529.00	R1
0211821440079	5436	IRVING AVE N		\$ 1,529.00	R1
0211821440082	5437	IRVING AVE N		\$ 1,529.00	R1
0211821440080	5442	IRVING AVE N		\$ 1,529.00	R1
0211821440081	5443	IRVING AVE N		\$ 1,529.00	R1
0211821410036	5501	IRVING AVE N		\$ 3,058.00	Subdividable R1 = 2 equivalent parcels
0211821410027	5506	IRVING AVE N		\$ 1,529.00	R1
0211821410035	5507	IRVING AVE N		\$ 1,529.00	R1
0211821410026	5512	IRVING AVE N		\$ 1,529.00	R1
0211821410034	5513	IRVING AVE N		\$ 1,529.00	R1
0211821410025	5518	IRVING AVE N		\$ 1,529.00	R1
0211821410033	5519	IRVING AVE N		\$ 1,529.00	R1
0211821410024	5524	IRVING AVE N		\$ 1,529.00	R1
0211821410032	5525	IRVING AVE N		\$ 1,529.00	R1
0211821410023	5530	IRVING AVE N		\$ 1,529.00	R1
0211821410030	5533	IRVING AVE N		\$ 1,529.00	R1

CITY OF BROOKLYN CENTER PROPOSED PENDING ASSESSMENT ROLL
March 11, 2018
2019 BELLVUE AND SOUTHEAST AREA MILL & OVERLAY
IMPROVEMENT PROJECT NOS. 2018-08 AND 2019-05

DRAFT

PROPERTY ID	HOUSE	STREET NAME	LEVY#	STREET	NOTES
0211821410123	5536	IRVING AVE N		\$ 1,529.00	R1
0211821410021	5542	IRVING AVE N		\$ 1,529.00	R1
0211821410020	5600	IRVING AVE N		\$ 1,529.00	R1
0211821410044	5601	IRVING AVE N		\$ 1,529.00	R1
0211821410019	5606	IRVING AVE N		\$ 1,529.00	R1
0211821410043	5607	IRVING AVE N		\$ 1,529.00	R1
0211821410018	5612	IRVING AVE N		\$ 1,529.00	R1
0211821410042	5613	IRVING AVE N		\$ 1,529.00	R1
0211821410017	5618	IRVING AVE N		\$ 1,529.00	R1
0211821410041	5619	IRVING AVE N		\$ 1,529.00	R1
0211821410016	5624	IRVING AVE N		\$ 1,529.00	R1
0211821410040	5625	IRVING AVE N		\$ 1,529.00	R1
0211821410015	5630	IRVING AVE N		\$ 1,529.00	R1
0211821410039	5631	IRVING AVE N		\$ 1,529.00	R1
0211821410014	5636	IRVING AVE N		\$ 1,529.00	R1
0211821410037	5637	IRVING AVE N		\$ 1,529.00	R1
Total Assessments				\$ 911,379.74	

COUNCIL ITEM MEMORANDUM

DATE: 3/11/2019

TO: Curt Boganey, City Manager

THROUGH: N/A

FROM: Nate Reinhardt, Finance Director

SUBJECT: Annual Report on Franchise Fees

Requested Council Action:

- Receive the Annual Report on Franchise Fees

Background:

As a condition of the ordinances adopted to establish and implement the franchise fees on Xcel Energy and CenterPoint Energy, staff is required to report to the City Council annually on the collection of franchise fees. This memorandum will serve that purpose. No formal action is required at this time.

The 2018 fiscal year was the 15th year for collection of franchise fees from Xcel Energy and CenterPoint Energy. Receipts for the year from each of the franchisees were as follows:

Company	Date	Received	
Xcel Energy	05/02/2018	\$ 109,592.59	1st Qtr.
Xcel Energy	08/09/2018	109,678.59	2nd Qtr.
Xcel Energy	10/31/2018	109,752.33	3rd Qtr.
Xcel Energy	02/01/2019	<u>109,972.68</u>	4th Qtr.
	Subtotal	<u>\$ 438,996.19</u>	2018
CenterPoint Energy	05/04/2018	\$ 67,002.89	1st Qtr.
CenterPoint Energy	09/11/2018	66,797.12	2nd Qtr.
CenterPoint Energy	11/02/2018	66,147.61	3rd Qtr.
CenterPoint Energy	02/19/2019	<u>66,664.21</u>	4th Qtr.
	Subtotal	<u>\$ 266,611.83</u>	2018
	TOTAL	<u>\$ 705,608.02</u>	2018

Budget Issues:

All dollars received from the franchise fees were receipted to the Street Reconstruction Fund for use in the repair and reconstruction of City streets. The actual amount received in 2018 exceeded the total budgeted amount of \$689,000 in franchise fee revenue. All remaining funds at year-end will be carried forward in the fund for future repair and reconstruction of City streets.

Strategic Priorities and Values:

Key Transportation Investments

COUNCIL ITEM MEMORANDUM

DATE: 3/11/2019

TO: Curt Boganey, City Manager

THROUGH: N/A

FROM: Nate Reinhardt, Finance Director

SUBJECT: Resolution Approving Purchase and Sale Agreement of Property and Any Improvements of Lot 5, Block 1, Shingle Creek Crossing 5th Addition, Brooklyn Center, MN (1350 Shingle Creek Crossing)

Requested Council Action:

- Motion to approve a resolution for a purchase and sale agreement of property and any improvements of Lot 5, Block 1, Shingle Creek Crossing 5th Addition, Brooklyn Center, MN (1350 Shingle Creek Crossing)

Background:

This year marks the 70th Anniversary of our first Brooklyn Center Liquor Store. The City operates two liquor stores that employ 6 full-time positions and 30 part-time positions. In the past two years liquor operations have generated an average of \$6.65 million in total sales and an average income of \$338,000. Profits have historically been used to provide the funding for city-wide capital improvements, including parks and trails that would have alternatively been unfunded or funded through additional property tax revenues.

Over the past year staff have worked with a consultant on a municipal liquor market study and have held work sessions with City Council on the potential re-location and ownership of BC Liquor Store #1 (currently located at 5625 Xerxes Avenue). The lease of Store #1 is set to expire in June 2020. The benefits of ownership as cited in the market study would include increased profit margins as a result of no longer paying rent expense, the accumulation of equity as debt is paid off, potential equity appreciation if the value of real estate increases over time, and the complete autonomy over the layout of the store, signage and branding and ability to maximize the economic, safety and energy efficiency of the property.

At the January 14th, 2019 City Council work session staff presented on the potential relocation of BC Liquor Store #1 from 5625 Xerxes Avenues to 1350 Shingle Creek Crossing. This site would offer high visibility and is near grocery (Cub Foods & Walmart). The site would include previously completed parking lot and site improvements and a more secure loading area. We are also hopeful that a municipal liquor store would provide additional economic development momentum to this side of the Shingle Creek Crossing.

On January 28th, 2019 the City Council approved a letter of intent to purchase the property at a sale price of \$680,000, which represents a ten percent premium on the 2018 assessed value of \$617,200. Upon execution of the letter of intent the City had an exclusive negotiating rights for a period of 30 days. A purchase agreement has been drafted that incorporates the terms of the letter of intent approved by City Council.

The terms of the purchase agreement include a shared parking agreement, use of loading dock area and the right to use panels on existing pylon signs. As part of this agreement, Gatlin Development will provide the City with a \$90,000 contribution to complete the remaining parking lot, utility connects for water, sewer and

storm water, and final grades for the building and adjacent sidewalk areas. These improvements will service the proposed Liquor Store and the three remaining pad sites in the area.

Additional proposed terms include the transfer of 15 sewer availability charges (SAC) credits to the City to provide for the development of a municipal liquor store and any future use of additional building space on the pad site. The City would enter into separate contract for Common Area Maintenance (CAM) charges which are proposed to be assessed at a fixed rate of \$3 per square foot of constructed building. The CAM charges would increase on an annual rate by actual costs, but never to exceed an annual rate of 3% without express written approval by the City.

The 1.42 acre site has space to accommodate a building up to 13,600 square feet. The preliminary floor plan for the liquor store is 9,582 square feet, leaving 3,727 square feet available that would be owned by the City of Brooklyn Center. This additional square footage could be used for future expansion, lease or sale.

The property closing will occur within 90 days from the execution of the purchase agreement.

Budget Issues:

The purchase price of \$680,000 would be funded through available cash balance from the BC Liquor Fund. The fund currently has a cash balance of \$2.07 million in cash. The resolution does include language that would allow the City to reimburse itself for the purchase with future bond proceeds, if determined to be beneficial.

Strategic Priorities and Values:

Safe, Secure, Stable Community

Member
and moved its adoption:

introduced the following resolution

RESOLUTION NO. _____

RESOLUTION APPROVING PURCHASE AND SALE AGREEMENT OF
PROPERTY AND ANY IMPROVEMENTS OF LOT 5, BLOCK 1, SHINGLE
CREEK CROSSING 5TH ADDITION, BROOKLYN CENTER, MN (1350
SHINGLE CREEK CROSSING)

WHEREAS, the City of Brooklyn Center, Minnesota (the “City”) proposes to enter into a Purchase and Sale Agreement (the “Agreement”) between the City and Shingle Creek, LLC (the “Seller”), under which, amount other things, the Seller will convey the property located at 1350 Shingle Creek Crossing, in the City of Brooklyn Center, and which is legally described as follows:

Lot 5, Block 1, Shingle Creek Crossing 5th Addition, County of Hennepin, State of Minnesota; and

WHEREAS, the City finds and determines that the acquisition of the Property is in the public interest and will be used for the purposes of constructing a municipal liquor store; and

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 City Council hereby approves the Agreement in substantially the form presented to the Council, including the acquisition of the Property by the City, subject to modifications that do not alter the substance of the transaction and that are approved by the City Manager, provided that execution of the Agreement by those officials shall be conclusive evidence of their approval.
2. City staff and officials are authorized to take all actions necessary to perform the City’s obligations under the Agreement as a whole, including without limitation execution of any documents to which the City is a party referenced in or attached to the Agreement, and other documents necessary to convey the Property to the City, all as described in the Agreement.
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

RESOLUTION NO. _____

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.

March 11, 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.

PURCHASE AND SALE AGREEMENT

Dated as of : February __, 2019 (the “Effective Date”)

1. **Parties**. The parties to this agreement (the “Agreement”) are:

a. Shingle Creek, LLC, a Delaware limited liability company, 1301 Riverplace Boulevard, Suite 1900, Jacksonville, FL 32207, Attention: Frank C. Gatlin, III; e-mail: Frank@gatlindc.com (“Seller”); and

b. City of Brooklyn Center, a Minnesota municipal corporation, 6301 Shingle Creek Parkway, Brooklyn Center, Minnesota 55430-2199, Attention: City Manager; e-mail: cboganey@ci.brooklyn-center.mn.us (“Buyer”).

This Agreement sometimes refers to Seller and Buyer individually as a “Party” and collectively as the “Parties.”

2. **Property**. The property that is the subject of this Agreement is:

a. Lot 5, Block 1, SHINGLE CREEK CROSSING 5TH ADDITION, Hennepin County, Minnesota and any improvements located thereon (collectively, “Lot 5”);

b. All easements and other rights and obligations which are appurtenant to said Lot 5 including, without limitation, the benefits and burdens of the covenants, restrictions and easements set forth in the document entitled “Easements with Covenants and Restrictions Affecting Land” dated June 28, 2011 and recorded June 30, 2011 in the Office of the Hennepin County Registrar of Titles as Document No. 4868197, as amended by a First Amendment to Easements with Covenants and Restrictions Affecting Land dated August 22, 2014 and recorded in the Office of the Hennepin County Registrar of Titles on September 9, 2014 as Document No. 5198198 and by a Second Amendment to Easements with Covenants and Restrictions Affecting Land and Declaration of Restrictions dated February 15, 2018 and recorded in the Office of the Hennepin County Registrar of Titles on February 21, 2018 as Document No. T05512737 (collectively, the “ECRs”) (the “Appurtenant Rights and Obligations”);

c. The right to use a sign panel on the pylon sign located on Lot 6, Block 1, SHINGLE CREEK CROSSING 5TH ADDITION in the location depicted on the attached **Exhibit A** (the “Signage Location”); and

d. Fifteen Metropolitan Council Sewer Availability Charge (“SAC”) credits (the “SAC Credits” and together with Lot 5, the Appurtenant Rights and Obligations, and the Signage Rights, the “Property”). Buyer agrees that Buyer may only apply the fifteen SAC Credits Seller is conveying to Buyer to satisfy SAC obligations Buyer incurs in connection with the construction of improvements located on Lot 5 and that upon the earlier of Buyer’s completion of construction of improvements on Lot 5 and the full occupancy of those improvements or December 21, 2023, Buyer must re-convey any of

the fifteen SAC Credits which Buyer has not applied to satisfy SAC obligations Buyer incurs in connection with the improvements located on Lot 5 back to Seller at no cost to Seller. Buyer's obligations under this Section 2.d survive Closing and are not merged into the Deed Seller delivers to Buyer at Closing.

3. **Purchase and Sale.** Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller pursuant to the terms of this Agreement.

4. **Purchase Price.** The purchase price for the Property is SIX HUNDRED AND EIGHTY THOUSAND DOLLARS (\$680,000.00) (the "**Purchase Price**").

5. **Earnest Money.** Buyer must deposit \$10,000.00 (the "**Initial Earnest Money**") with First American Title Insurance Company, 801 Nicollet Mall, Suite 1900, Minneapolis, MN 55402 ("**Title Company**") via wire transfer within two (2) Business Days after the Effective Date. Seller's obligations under this Agreement are contingent on Buyer depositing the Earnest Money with Title Company within two (2) Business Days after the Effective Date, and if Buyer does not do so, Seller may, at Seller's option, terminate this Agreement by written notice to Buyer at any time prior to Buyer's wire transfer of the Initial Earnest Money to Title Company. Contemporaneously with the Parties' execution of this Agreement, the Parties must also execute an escrow agreement in the form attached as **Exhibit B** (the "**Escrow Agreement**"). Prior to or contemporaneously with Buyer's wire transfer of the Initial Earnest Money to Title Company, Buyer must deliver a fully executed copy of this Agreement and a copy of the signed Escrow Agreement to Title Company and request that Title Company execute the Escrow Agreement and deliver copies of the fully executed Escrow Agreement to the Parties. If Buyer does not terminate this Purchase Agreement on or before the "Contingency Date," as defined in Section 14.a, Buyer must, within one (1) Business Day after the Contingency Date, deposit an additional \$15,000.00 of Earnest Money with the Title Company via wire transfer of immediately available funds (the "**Additional Earnest Money**" and, together with the Initial Earnest Money, the "**Earnest Money**"). If Buyer directs Title Company to hold the Earnest Money in an interest bearing account as permitted under the terms of the Escrow Agreement (a) all interest the Earnest Money earns inures to the benefit of Buyer unless Seller terminates this Agreement in accordance with Section 9 or Section 16.a, in which case Seller is entitled to receive and retain both the Earnest Money and any interest earned thereon; and (b) Buyer must pay any fees Title Company charges to hold and disburse the Earnest Money.

6. **Payment Terms.** At Closing, as defined in Section 15, Buyer must:

a. Direct Title Company to disburse the Earnest Money and any interest earned on the Earnest Money to Seller in wire transferred funds.

b. Pay to Seller, via wire transferred funds, the Purchase Price less the amount Title Company disburses to Seller pursuant to Section 6.a. above; and less the \$90,000.00 credit provided for in Section 26 below. Buyer will be deemed to have performed Buyer's obligations under this Section 6.b. if: (i) Buyer wire transfers the amount described in the preceding sentence plus any other amounts which the Settlement Statement, as defined in Section 15.a.(xii) indicates are owed by Buyer to Title Company with instructions directing Title Company to disburse to Seller, at Closing, the amount

the Settlement Statement indicates is due to Seller upon Closing; and (ii) Title Company actually wire transfers that amount to the account of Seller at Closing.

7. **Conveyance Terms and Possession**. At Closing, Seller must execute and deliver to Buyer a Minnesota Uniform Conveyancing Blank form Limited Warranty Deed (the “Deed”) conveying fee title to Lot 5 and the Appurtenant Rights and Obligations to Buyer subject only to:

a. Building, zoning and subdivision statutes, laws, ordinances and regulations;

b. Reservations of minerals or of mineral rights in favor of the State of Minnesota, if any;

c. The lien of real estate taxes and special assessments not yet due and payable; and

d. Any defects in or encumbrances on Seller’s title to Lot 5 and the Appurtenant Rights and Obligations which the “Evidence of Title,” as defined in Section 10.c below, discloses and to which Buyer does not object in accordance with Section 11.a or to which Buyer does object in accordance with Section 11.a if Buyer subsequently waives or is deemed to have waived that objection pursuant to Section 11.a

(collectively, the “Permitted Encumbrances”). The right to possession of Lot 5 automatically transfers from Seller to Buyer upon actual or constructive delivery of the Deed to Buyer.

8. **Seller’s Representations**. Seller makes the following representations to Buyer:

a. Except as set forth in Section 14.b.(ii), Seller has sole power and authority to execute and deliver this Agreement and perform all of its obligations under this Agreement, and the person executing this Agreement on behalf of Seller is duly authorized to execute this Agreement and to bind Seller to the terms of this Agreement.

b. Seller represents to Buyer that Seller is not a foreign person, foreign partnership, foreign trust or foreign estate as those terms are defined in Section 1445 of the Internal Revenue Code.

c. Seller represents to Buyer that Seller is not a party to any unrecorded mortgages, purchase agreements, options, leases, easements, rights of first offer, rights of first refusal or other unrecorded encumbrances that will affect title to the Property after Closing, and Seller represents to Buyer that Seller does not have actual knowledge of any unrecorded mortgages, purchase agreements, options, leases, easements, rights of first offer, rights of first refusal or other unrecorded encumbrances that will affect title to the Property after Closing to which Seller is not a party. Seller represents that there are no third parties in possession of the Property, or any part thereof; and that there are not any leases, oral or written, affecting the Property or any part thereof.

d. Seller represents to Buyer that, except as set forth in Section 14.b.(ii), there is no action, litigation, governmental investigation, condemnation or administrative proceeding of any kind pending against Seller with respect to the Property and represents to Buyer that, to the best of Seller's actual knowledge, no third party has threatened Seller with commencement of any such action, litigation, governmental investigation, condemnation or administrative proceeding.

e. Seller represents to Buyer that Seller does not have actual knowledge of any wells on Lot 5.

f. Seller represents to Buyer that Seller does not have actual knowledge of any underground or aboveground storage tanks on Lot 5.

g. Seller represents to Buyer that, to the best of Seller's actual knowledge, (i) all sewage that will be generated at Lot 5 will go to a facility permitted by the Minnesota Pollution Control Agency in accordance with Minn. Stat. §115.55, and (ii) there are no active or abandoned individual sewage treatment systems located on or serving Lot 5.

h. Seller represents to Buyer that to the best of Seller's actual knowledge Lot 5 has not been used for methamphetamine production.

i. Seller represents to Buyer that the copies of the Property Documents, as defined in Section 10.a., that Seller delivers to Buyer will be accurate copies of the Property Documents that are in Seller's possession, but Seller makes no representations or warranties to Buyer as to the accuracy or completeness of the information contained within the Property Documents.

j. Seller represents to Buyer that Seller does not have actual knowledge of any: (i) Hazardous Substances existing on Lot 5; (ii) liens encumbering Lot 5 arising from the release or threatened release of Hazardous Substances in, on or about Lot 5; (iii) claims of governmental or regulatory agencies or third-parties arising from the release or threatened release of Hazardous Substances in, on or about Lot 5; or (iv) prior use of the Property for the generation, disposal, storage, treatment or transportation of Hazardous Substances. For purposes of this Agreement, the term "Hazardous Substance" includes but is not limited to any substance designated as a hazardous substance or a toxic pollutant by the Clean Water Act, Title 33 U.S.C. Section 1251, et seq.; any element, compound, mixture, solution or substance designated as a hazardous substance by the Comprehensive Environmental Response, Compensation and Liability Act, Title 42 U.S.C. Section 9601, et seq.; any hazardous waste having the characteristics identified in or developed and promulgated pursuant to the Solid Waste Disposal Act, Title 42, U.S.C. Section 6921; any hazardous air pollutant as defined under Section 112 of the Clean Air Act, Title 42 U.S.C. Section 7412, any imminently hazardous chemical substance or mixture with respect to which the Administrator of the Environmental Protection Agency has taken action pursuant to Section 7 of the Toxic Substances Control Act, Title 15 U.S.C. Section 2606 and any "Hazardous Waste," "Hazardous Substance," "Pollutant or Contaminant" as defined in the Minnesota Environmental Response and Liability Act, Minnesota Statutes, Section 115B.02. The term "Hazardous Substance" also includes,

but is not limited to, a substance declared to be hazardous under the above described Federal and State Acts after the date of this Agreement, so long as such substance was located on Lot 5 as of Closing, and such term also includes polychlorinated biphenyls, urea formaldehyde, petroleum, petroleum products, heating oil, natural gas, natural gas liquids, liquefied natural gas or synthetic gas usable for fuel (or mixtures of natural gas and synthetic gas) or related substances.

k. Seller represents to Buyer that, other than covenants, conditions, restrictions, easements, agreements and other encumbrances of record and the terms of this Agreement which, by their terms, survive Closing, there are no service, management, maintenance, operation or other contracts, agreements or leases relating to Lot 5 that will be binding on Buyer or Lot 5 after Closing.

The phrases “Seller does not have actual knowledge” and “to the best of Seller’s actual knowledge” as used in this Section 8, means the actual knowledge of Frank C. Gatlin, III, president of Seller. If, prior to Closing, Seller learns of facts or circumstances that render one or more of the representations set forth in this Section 8 inaccurate in any material respect, Seller must notify Buyer of those facts or circumstances. If one or more of the representations set forth in this Section 8 are inaccurate as of the Effective Date and Buyer discovers the inaccuracy prior to Closing, Buyer may terminate this Agreement by written notice to Seller in accordance with Section 17, and if Buyer so terminates this Agreement, Seller is also liable to Buyer for any out-of-pocket costs Buyer incurred in reliance on the inaccurate representation between the date of this Agreement and the date Buyer discovers the inaccuracy. Buyer’s acceptance of the Deed from Seller and payment of the Purchase Price to Seller with knowledge that one or more of the representations set forth in this Section 8 was inaccurate as of the Effective Date constitutes Buyer’s waiver and release of any claims Buyer may have against Seller based upon that representation. If one or more of the representations set forth in this Section 8 are inaccurate as of the Effective Date and Buyer does not discover the inaccuracy until after Closing, either because Seller fails to notify Buyer as required by this Section 8 or otherwise, Buyer’s sole and exclusive remedy is to give Seller written notice of the claim or potential claim within nine (9) months after the actual date of Closing and to commence an action against Seller in Hennepin County District Court on or before the date one (1) year after the actual date of Closing to recover from Seller any damages Buyer incurs as a result of Buyer’s reliance on such misrepresentation. Any claim or potential claim for misrepresentation, whether known to Buyer or not, is deemed waived and released unless Buyer gives Seller written notice of the claim or potential claim within nine (9) months after the actual date of Closing and commences an action based on such claim or potential claim within one (1) year after the actual date of Closing. At Closing, an authorized representative of Seller must execute and deliver to Buyer a certificate of Seller certifying that the representations contained in this Section 8 are true as of the actual date of Closing or, if such representations are no longer true, describing, in detail, the reasons why the representations are no longer true (“Date Down Certificate”).

9. **Buyer’s Representations.** Buyer represents to Seller that (a) upon the approval of this Agreement as contemplated in Section 14.a.(ii), this Agreement will constitute a valid and legally binding obligation of Buyer, enforceable in accordance with its terms; and (b) Buyer is not represented by a real estate broker in this transaction. If the representations of Buyer set forth in this Section 9 are inaccurate as of the Effective Date and Seller discovers the inaccuracy

prior to the Closing, Seller may terminate this Agreement in accordance with Section 17. If the representations and warranties set forth in this Section 9 are inaccurate as of the Effective Date and Seller does not discover the inaccuracy until after Closing, Seller's sole and exclusive remedy is to commence an action against Buyer in Hennepin County District Court on or before the date six (6) months after the actual date of Closing to recover from Buyer any actual damages (but not punitive, indirect or consequential damages) Seller incurs as a result of Seller's reliance on such misrepresentation. Any claim or potential claim for misrepresentation, whether known to Seller or not, is deemed waived and released unless Seller commences an action based on such claim or potential claim within six (6) months after the actual date of Closing.

10. Seller's and Buyer's Obligations Prior to Closing.

a. Property Documents. Within ten (10) Business Days after the Effective Date, Seller must deliver to Buyer any environmental and geotechnical reports relating to Lot 5 that are in Seller's possession or control (the "Property Documents").

b. Title Commitment. On or before the date fourteen (14) calendar days after Buyer's City Council approves this Agreement as contemplated in Section 14.a(ii), Seller will provide Buyer with a title commitment for an ALTA form 2006 Owner's Policy of Title Insurance from Title Company committing to insure Buyer's title to Lot 5 and any appurtenant easements in the amount of the Purchase Price ("Title Commitment") and will cause Title Company to provide Buyer with electronic access to all recorded documents referenced in the Title Commitment.

c. Survey. On or before the date twenty-one (21) calendar days after Buyer's City Council approves this Agreement as contemplated in Section 14.a(ii), Seller will provide Buyer with a current ALTA/ACSM survey of Lot 5 prepared by Sunde Land Surveying (the "Survey"). The Title Commitment and the Survey are referred to collectively in this Agreement as the "Evidence of Title."

d. No Conveyance or Encumbrance. Seller may not, without Buyer's written consent, convey any right, title or interest in or to the Property to a third party or subject all or any portion of the Property to any mortgage, lien, lease, license, purchase contract, right of first offer, right of first refusal, easement, covenant or restriction that would or may run with title to the Property and be binding on the Buyer or the Property following Closing.

e. Release of Liens. At or before Closing, Seller must (i) satisfy, of record, (ii) cause the Property to be released, of record, from, or (iii) cause Title Company to omit from Buyer's title insurance policy any exceptions for: any mortgages or other liens encumbering the Property, other than the lien for special assessments, if any, that Buyer is not obligated to pay pursuant to Section 13.a.

f. Hazardous Substances. Seller will not use Lot 5, authorize any third party to use the Lot 5, or knowingly permit any third party to use Lot 5, for the generation, disposal, storage, treatment or transportation of any Hazardous Substances between the Effective Date and Closing.

11. **Buyer's Review and Inspection.**

a. **Buyer's Review of Title.** On or before the date ten (10) business days after the date Seller delivers both the Title Commitment and the Survey to Buyer, Buyer may give Seller written notice of any matter affecting title to Lot 5 and to which Buyer objects ("**Objections**"). Any matter affecting title to Lot 5 which is disclosed by the Title Evidence to which Buyer does not object, in writing and within the time period set forth in the preceding sentence, is a Permitted Encumbrance, but Buyer's failure to object to a lien or other encumbrance does not relieve Seller of Seller's obligations under Section 10.d. or 10.e. If Buyer notifies Seller of one or more Objections within the time period set forth above, Seller must notify Buyer, within five (5) Business Days after Seller's receipt of Buyer's Objection(s), of the actions, if any, Seller will take to address the Objections ("**Seller's Proposed Cure Notice**"). Seller is not obligated to take any action to address and cure the Objections. Within five (5) Business Days after Buyer receives Seller's Proposed Cure Notice, Buyer must notify Seller if the actions described in Seller's Proposed Cure Notice are acceptable to Buyer. If Seller timely notifies Buyer of the actions Seller will undertake to address the Objections and Buyer timely notifies Seller that those actions are acceptable to Buyer, Seller must undertake those actions in good faith, and Seller will have until Closing (the "**Cure Deadline**") to complete those actions. If Buyer timely notifies Seller that the actions described in Seller's Proposed Cure Notice are acceptable to Buyer and Seller completes the proposed actions or before the Cure Deadline, Seller will notify Buyer, and the Parties will proceed pursuant to the other terms of this Agreement. If (i) Seller does not respond to Buyer's Objections within the time period provided above; (ii) Seller notifies Buyer that Seller is not willing to undertake any actions to address the Objections; or (iii) Seller notifies Buyer of the actions Seller is willing to take to address the Objections but Buyer notifies Seller that those actions are not satisfactory to Buyer; or (iv) Seller and Buyer agree on the actions Seller will take to address the Objections but notwithstanding Seller's good faith efforts, Seller is unable to complete those actions on or before the Cure Deadline, then Buyer must, on or before the Cure Deadline, either:

(A) Terminate this Agreement pursuant to Section 17; or

(B) Notify Seller that Buyer waives Buyer's Objection(s). If Buyer waives Buyer's Objection(s), the matter(s) giving rise to such Objection(s) shall become a Permitted Encumbrance, and the Parties must fully perform their obligations under this Agreement.

If Buyer does not notify Seller of Buyer's election to terminate this Agreement pursuant to subsection (A) above or waive the Objections pursuant to subsection (B) above on or before the Cure Deadline, then this Agreement automatically terminates, Buyer must deliver an executed and recordable quit claim deed to Lot 5 to Seller, and upon the receipt of that quit claim deed, Seller and Buyer must instruct Title Company to disburse the Earnest Money to Buyer.

b. **Physical Inspection of Lot 5.** From the date Buyer has deposited the Initial Earnest Money with Title Company through the actual date of Closing or the

termination of this Agreement, Buyer may enter onto Lot 5, after reasonable notice to Seller, to inspect and test Lot 5 Property to determine the suitability of Lot 5 for Buyer's intended use and determine the environmental condition of Lot 5; provided, however, that Buyer must obtain Seller's written approval prior to performing an invasive "Phase II" type sampling of soils or groundwater on Lot 5.

c. Repair and Indemnity. Buyer must, at Buyer's sole cost and expense, promptly repair any damage to Lot 5 arising out of or resulting from the presence of Buyer or Buyer's employees or consultants on Lot 5, and Buyer must indemnify Seller against any loss, cost, damage or expense Seller incurs as a result of such damage. Buyer's obligation to repair damage to Lot 5 arising out of or resulting from the presence of Buyer or Buyer's employees or consultants on Lot 5 does not obligate Buyer to remove or otherwise remediate Hazardous Substances Buyer discovers during Buyer's inspection of Lot 5 except to the extent that removal or remediation is required as a result of Buyer or Buyer's employees' or consultants' negligence or intentional misconduct in dealing with Hazardous Substances Buyer or Buyer's employees or consultants encounter during their presence on Lot 5. Buyer must also indemnify and defend Seller from and hold Seller harmless against any and all third party demands, claims, or causes of action and any and all expenses relating to any third party demands, claims or causes of action, including, without limitation, reasonable attorneys' fees, relating to or arising from Buyer's or Buyer's employee's or consultant's presence on Lot 5 prior to Closing. Buyer's obligation to defend, indemnify, and hold Seller harmless applies to third party demands, claims and causes of action that allege negligence or intentional misconduct on the part of Seller, but Buyer is not obligated to defend, indemnify, or hold Seller harmless from any judgment a court of competent jurisdiction enters against Seller to the extent the judgment is for damages arising out of Seller's own negligence or intentional misconduct. Buyer's obligations under this Section 11.c. survive the termination of this Agreement prior to Closing and survive Closing.

d. **"AS IS" CONDITION.** BUYER ACKNOWLEDGES THAT BUYER IS PURCHASING THE PROPERTY IN RELIANCE ON THE REPRESENTATIONS OF SELLER SET FORTH IN SECTION 8 AND BUYER'S INSPECTION OF THE PROPERTY PURSUANT TO SECTION 11.b. AND ON BUYER'S JUDGMENT REGARDING THE SUFFICIENCY OF SUCH INSPECTIONS. BUYER IS NOT RELYING ON ANY WRITTEN OR ORAL REPRESENTATIONS, WARRANTIES OR STATEMENTS THAT SELLER OR SELLER'S AGENTS HAVE MADE EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 8 OF THIS AGREEMENT. SUBJECT TO BUYER'S RIGHT TO TERMINATE THIS AGREEMENT PURSUANT TO SECTION 11.a, SECTION 12, AND SECTION 14, BUYER IS PURCHASING THE PROPERTY IN "AS IS" CONDITION RELYING ONLY ON THE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 8 OF THIS AGREEMENT AND THE WARRANTIES OF TITLE IN THE DEED.

12. **Condemnation.** If a public or private entity with the power of eminent domain commences condemnation proceedings with respect to all or any part of the Property prior to Closing, Seller must immediately notify Buyer, and Buyer may, at Buyer's sole option, terminate

this Agreement pursuant to Section 17. Buyer will have ten (10) Business Days from Buyer's receipt of Seller's notice to Buyer to exercise Buyer's termination right and, if necessary, the Date of Closing will be extended to the end of the ten (10) Business Day period. If Buyer does not exercise Buyer's termination right, the Parties must fully perform their obligations under this Agreement, with no reduction in the Purchase Price, and Seller must assign to Buyer, at Closing, all of Seller's right, title and interest in any award made or to be made in the condemnation proceedings. Seller may not designate counsel, appear or otherwise act with respect to any such condemnation proceedings without Buyer's prior written consent unless Buyer fails to respond within five (5) Business Days to a request for written consent.

13. **Real Estate Taxes and Special Assessments.** The Parties must pay the real estate taxes, service charges and special assessments as follows:

a. On or before the Date of Closing, Seller must pay or provide for the payment of all special assessments levied or pending against Lot 5 (including special assessments that have been levied but deferred) as of the Effective Date, including any installments of such special assessments certified for payment with the current year's real estate taxes. Unless this Agreement is terminated pursuant to its terms prior to Closing, Buyer must accept title to Lot 5 subject to any special assessments levied after the Effective Date other than special assessments which were pending as of the Effective Date. For purposes of this Agreement, a special assessment is "pending" if the assessing authority has held a public hearing regarding the special assessment as required by Minnesota Statutes Section 429.031.

b. At or before Closing, Seller must pay all real estate taxes that are due and payable with respect to Lot 5 for the years prior to the year of Closing and any service charges certified for payment therewith. At Closing, Buyer and Seller must pro rate the real estate taxes that are due and payable with respect to Lot 5 in the year of Closing and any service charges certified for payment therewith on a per-diem basis using a calendar year, to the actual Date of Closing. The Parties must pro-rate real estate taxes using current year real estate tax information, if available, and, if current year tax information is not available, using the amount of the real estate taxes due and payable in the year immediately preceding the year of closing subject to a "true up" after the actual amounts of the real estate taxes and service charges due and payable with respect to Lot 5 in the year of Closing are known.

14. **Closing Conditions.**

a. In addition to the conditions to closing set forth in Sections 8, 11.a, 12 and 16.b., Buyer's obligations under this Agreement are contingent upon:

(i) Buyer's determination, on or before 5:00 p.m. CST or CDT, as applicable, on the date sixty (60) calendar days after the Effective Date (the "Contingency Date"), that the physical and environmental condition of Lot 5 is acceptable to Buyer in Buyer's sole and absolute discretion; and

(ii) Buyer's City Council's adoption of a resolution, on or before March 11, 2019, ratifying Buyer's Mayor's and City Manager's execution of this Agreement and authorizing the Mayor and City Manager to take all actions necessary to perform Buyer's obligations under this Agreement including, without limitation, the execution of any documents necessary for the closing of the transaction contemplated by this Agreement. Buyer must notify Seller on or before March 12, 2019 whether this contingency has or has not been satisfied.

If Buyer reasonably determines that one or both of the conditions to closing described in this Section 14.a will not be satisfied on or before the dates provided above, Buyer may terminate this Agreement by written notice delivered to Seller in accordance with Section 17 on or before 5:00 p.m. CST or CDT, as applicable, on the date set forth above for the satisfaction of the contingency.

b. In addition to the closing conditions set forth in Sections 9 and 16.a., Seller's obligations under this Agreement are contingent upon:

(i) Buyer's satisfaction of the contingency described in Section 14.a(ii) above, on or before March 12, 2019; and

(ii) Seller has acquiesced to the appointment of a receiver for Seller pursuant to Minnesota Statutes Chapter 576. Neither party is obligated to perform under this Agreement, this Agreement shall automatically terminate, and Title Company shall immediately refund the Initial Earnest Money to Buyer unless, on or before the date twenty-one (21) calendar days after the Buyer notifies Seller that the contingency described in Section 14.a(ii) is satisfied, the Receiver obtains and delivers to Buyer and Title Company, an Order of the Hennepin County District Court authorizing the sale of the Property to Buyer in accordance with this Agreement and the execution of all documents contemplated by this Agreement.

If Seller reasonably determines that one or both of the conditions to closing described in this Section 14.b will not be satisfied on or before the dates provided above, Seller may terminate this Agreement by written notice delivered to Seller in accordance with Section 17 on or before 5:00 p.m. CST or CDT, as applicable, on the date set forth above for the satisfaction of that contingency.

15. **Closing** If this Agreement has not previously been terminated in accordance with Section 8, Section 9, Section 11.a, Section 12, Section 14 or Section 16, Seller and Buyer must perform their obligations under this Section 15 and close the transaction contemplated by this Agreement (the "Closing") on the date thirty (30) calendar days after the Contingency Date or such other date as Seller and Buyer may agree upon, in writing (the "Date of Closing"). Seller and Buyer will engage Title Company to act as a closing agent and to conduct the Closing. Unless Seller and Buyer elect otherwise by mutual agreement, the Parties will conduct the Closing by delivering their respective closing documents and closing funds to Title Company no later than 10:30 a.m. CST/CST, as applicable, on the Date of Closing. On or before 10:30 a.m. CST/CDT, as applicable, on the Date of Closing:

a. Seller must:

(i) Execute, acknowledge and deliver the Deed to Title Company for delivery to Buyer and recording as a part of the Closing. The Deed shall include the statement “The Seller certifies that the Seller does not know of any wells on the described real property.”

(ii) Execute and deliver to Title Company a Minnesota Uniform Conveyancing Form Affidavit (Form 50.13). Seller will execute the affidavit unless Title Company or Buyer require that an individual execute the affidavit. If Title Company or Buyer require that an individual execute the affidavit the form of affidavit will be modified to provide that in the event of any inaccuracy in the affidavit Title Company and Buyer may look only to Seller and not to the individual executing the affidavit, to recover any damages resulting from their reliance on the affidavit.

(iii) Execute and deliver to Buyer a non-foreign affidavit in recordable form containing such information as is required under Internal Revenue Code Section 1445(b)(2) and any regulations relating to Internal Revenue Code Section 1445(b)(2).

(iv) Execute, acknowledge and deliver to Buyer the “Temporary Construction Easement,” as defined in Section 26 below.

(v) Execute and deliver to Buyer the Date Down Certificate described in Section 8.

(vi) Provide Buyer with all information regarding Seller and the Property necessary for Buyer to complete and file an electronic certificate of real estate value.

(vii) Execute and deliver to Title Company and Buyer a copy of a settlement statement prepared by Title Company consistent with the terms of this Agreement and approved by Seller and Buyer, which approval neither Buyer nor Seller may unreasonably withhold, condition or delay (the “Settlement Statement”).

(viii) Execute and deliver to Buyer a bill of sale conveying the SAC Credits to Buyer subject to Buyer’s conditional reconveyance obligation as described in Section 2.d above.

(ix) Cause E-L Shingle Creek, LLC, in its capacity as Maintenance Director under the ECRs, to execute and deliver to Buyer a written agreement evidencing E-L Shingle Creek, LLC’s agreement to pay, on Buyer’s behalf, the amount, if any, by which any future annual increase in Maintenance Area Maintenance Expenses and/or Common Area Maintenance Expenses exceeds 3% per year, on a cumulative basis.

(x) Pay or provide evidence of payment of the following: the cost of providing the Title Commitment and any title search and examination fees; the cost of the Survey; the State Deed Tax due upon the execution of the Deed; Seller's share of real estate taxes and, if applicable, levied or pending special assessments pursuant to Section 13; any commission or fee owing to any real estate broker Seller has engaged to assist Seller in connection with the sale of the Property; and one-half of Title Company's fee to conduct the closing of this transaction.

b. Buyer must:

(i) Pay the Purchase Price to Seller in accordance with Section 6.

(ii) Complete and file an electronic certificate of real estate value.

(iii) Execute, acknowledge and deliver to the Title Company for recording, the Temporary Construction Easement.

(iv) Execute and deliver to Seller and E-L Shingle Creek, LLC the agreement referenced in Section 15.a(ix) above.

(v) Pay or provide evidence of payment of the following: the premium for Buyer's owner's policy of title insurance, if any and the cost of any endorsements to that policy; Buyer's share of real estate taxes pursuant to Section 13; all costs associated with Buyer's financing, if any, including any mortgagee's title insurance policy costs and premiums; the fees due upon recording the Deed; and one-half of Title Company's fee to conduct the closing of this transaction.

16. **Default.** If either Party defaults in the performance of any of the Party's obligations under this Agreement, then the non-defaulting Party may, after notice to the defaulting Party, suspend performance of its obligations under this Agreement, and the rights of the non-defaulting Party are as follows:

a. **Buyer's Default.** If Buyer defaults in the performance of any of Buyer's obligations under this Agreement, then Seller may terminate this Agreement pursuant to Minnesota Statutes Section 559.21 and retain the Earnest Money and any interest which the Earnest Money has earned. If Buyer defaults in the performance of any of Buyer's obligations under Section 2.d, Section 11.c, or Section 26 of this Agreement and such default is not cured within ten (10) Business Days after written notice from Seller, Seller may commence an action in Hennepin County District Court seeking a judgment awarding damages to Seller. In any action pursuant to this Section 16.a, Seller may also recover Seller's attorneys' fees and costs. The remedies set forth in this Section 16.a are Seller's sole and exclusive remedies in the event of Buyer's default.

b. **Seller's Default.** If Seller defaults in the performance of any of Seller's obligations under this Agreement, then Buyer may:

(i) Terminate this Agreement and receive a refund of the Earnest Money; or

(ii) Intervene in the receivership action referred to in Section 14.b.(ii) and seek an Order from the Court compelling Seller's specific performance of this Agreement; provided Buyer must seek to intervene and obtain any such Order within sixty (60) calendar days after the Closing Date, or Buyer's right to do so is deemed waived. In any such action for specific performance, Buyer may also recover Buyer's attorneys' fees and costs; or

(iii) If the receivership action is no longer pending in Hennepin County District Court, commence an action to compel the specific performance of this Agreement.

The remedies set forth in this Section 16.b are Buyer's sole and exclusive remedies in the event of Seller's default.

17. **Termination of this Agreement.** Certain Sections of this Agreement allow Buyer or Seller to terminate this Agreement under certain conditions. The following procedures govern a terminating Party's exercise of its termination rights other than a termination by Seller pursuant to Section 16.a:

a. The Party seeking to terminate this Agreement (the "Terminating Party") must notify the other Party (the "Non-Terminating Party"), in writing and within the time period provided for in this Agreement, of the Terminating Party's intent to terminate this Agreement.

b. The Terminating Party's notice must recite the Section of this Agreement that authorizes the Terminating Party's termination of this Agreement and must describe the facts and circumstances which the Terminating Party asserts justify termination under the referenced Section.

c. If the Non-Terminating Party disputes the Terminating Party's right to terminate this Agreement, the Non-Terminating Party must so notify the Terminating Party within three (3) Business Days after receipt of the notice of termination provided neither Party may dispute a Party's right to terminate this Agreement pursuant to Section 17.d.

d. If the Non-Terminating Party does not dispute the Terminating Party's right to terminate the Agreement, Buyer must execute and deliver to Seller a recordable quit claim deed evidencing the termination of this Agreement, and on the receipt of such a quit claim deed, Seller and Buyer must instruct Title Company to return the Earnest Money and any interest the Earnest Money has earned to Buyer; provided, however, if Seller terminates this Agreement pursuant to Section 9, Seller and Buyer must instruct Title Company to return the Earnest Money and any interest the Earnest Money has earned to Seller.

e. If a Party disputes the validity of an attempted termination of this Agreement, either Party may initiate a civil action in Hennepin County District Court to determine the status of this Agreement, and the Party that prevails in any such action is entitled to recover the costs and reasonable attorneys' fees which such Party incurs in the action from the non-prevailing Party.

18. **Assignment.** Buyer may not assign Buyer's rights or obligations under this Agreement to a third party without Seller's written consent, which consent Seller may grant or withhold in Seller's sole and absolute discretion.

19. **Time.** Time is of the essence for all provisions of this Agreement.

20. **Notices.** All notices given under this Agreement must be in writing. A notice is effective as of the date three (3) Business Days after the Party sending such notice deposits the notice with the United States Postal Service with all necessary postage paid, for delivery to the other Party via certified mail, return receipt requested, at the address set forth in Section 1 above. If a Party delivers a notice provided for in this Agreement via overnight mail or courier service, the notice is effective as of the date the other party actually receives the notice. The Party sending the notice must also mail a copy of the notice to the Parties' respective attorneys via first class United States Mail at the addresses set forth below:

Attorney for Seller:	Briggs and Morgan, P.A. 2200 IDS Center 80 South Eighth Street Minneapolis, Minnesota 55402-2157 Attention: Thomas L. Bray E-mail: tbray@briggs.com
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Attorney for Buyer:	Kennedy & Graven, Chartered 470 U.S Bank Plaza 200 South Sixth Street Minneapolis, MN 55402 Attention: Sarah J. Sonsalla E-mail: ssonsalla@kennedy-graven.com
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21. **Full Agreement.** The Parties acknowledge that this Agreement represents the full and complete agreement of the Parties relating to the purchase and sale of the Property and all matters related to the purchase and sale of the Property. This Agreement supersedes and replaces any prior agreements, either oral or written, and any amendments or modifications to this Agreement must be in writing and executed by both Parties to be effective.

22. **Governing Law; Survival.** This Agreement has been made under the laws of the State of Minnesota and such laws control its interpretation. The covenants, agreements, indemnifications, warranties and representations contained herein will survive and be in full force and effect after the Closing, and shall not be deemed to have merged into any of the closing documents; provided, however, the survival of the representations and warranties set forth in Section 8 is governed by Section 8 and not this Section 23.

23. **Counterparts and Electronic Signatures.** The Parties may execute this Agreement separately and deliver their separately executed instruments to the other Party. This Agreement is fully executed and delivered when each Party has executed a separate copy of this Agreement and delivered their executed copy to the other Party. The separately executed copies of this Agreement, when taken together, shall constitute one in the same Agreement. The Parties may deliver their signed copies of this Agreement to the other Parties electronically by emailing PDF files of the signed Agreement and electronic delivery of signed copies has the same force and effect as delivery of a signed original.

24. **Calculation of Time Periods.** Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday under the laws of the State of Minnesota, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. As used herein, the term “Business Day” means a day other than a Saturday, Sunday or legal holiday under the laws of the State of Minnesota.

25. **Signage Rights.** Seller grants Buyer the perpetual right to maintain a panel sign in the Signage Location on the pylon sign located in the southeast quadrant of the intersection of Xerxes Avenue North and 56th Avenue North.

26. **Construction Obligations.** Within nine (9) calendar months after the actual Date of Closing, Buyer will: (i) install lateral sanitary sewer lines to serve the building pads located on Lot 3 and Lot 4, Block 1, SHINGLE CREEK CROSSING 5TH ADDITION, Hennepin County, Minnesota (“Lots 3 and 4”); and (ii) pave or repave and install curbing on the portions of Lot 3 and 4 depicted on the attached **Exhibit C**. As consideration for Buyer’s agreement to perform this work for the benefit of Lots 3 and 4, Seller will provide to Buyer, at Closing, a credit against the Purchase Price in the amount of \$90,000.00. To facilitate Buyer’s performance of the work described in this Section 26, Seller and Buyer will, at Closing, execute and deliver to one another and deliver to the Title Company for recording a Temporary Construction Easement in the form attached as **Exhibit D**. The obligations of Buyer under this Section 26 survive the Closing and are not merged into the Deed Seller delivers to Buyer at Closing.

27. **Assessments.** Lot 5 is subject to certain maintenance assessments under the terms of the ECRs, as defined in Section 2.b. E-L Shingle Creek, LLC, as Maintenance Director agrees that the proportionate share of Maintenance Area Maintenance Expenses and of Common Area Maintenance Expenses, which the owner of Lot 5 is obligated to pay to the Maintenance Director under the terms of the ECRs in 2019 will be \$3.00 for each square foot of gross leasable area actually constructed on the Property during the period for which the payment is due, which amount may increase annually to reflect increases in Maintenance Area Maintenance Expenses and/or Common Area Maintenance Expenses; provided that if the proportionate share of Maintenance Area Maintenance Expenses and Common Area Maintenance Expenses due with respect to Lot 5 increases by more than 3% per year, on a cumulative basis, E-L Shingle Creek, LLC, as Maintenance Director, and successor Maintenance Director’s will pay, on Buyer’s behalf, the amount by which the proportionate share of Maintenance Area Maintenance Expenses and Common Area Maintenance Expenses has increased by more than 3%, on a cumulative basis. At Closing, Seller will cause E-L Shingle Creek, LLC, in its capacity as

Maintenance Director under the ECRs to enter into a written agreement with Buyer to evidence E-L Shingle Creek, LLC's agreement to accept this obligation. Capitalized terms used in this Section 27 and not otherwise defined in this Agreement have the meanings given to those terms in the ECRs.

28. **Relocation Benefits; Indemnification.** The Seller acknowledges that it is being displaced from the Property as a result of the transaction contemplated by this Agreement and that the Seller may be eligible for relocation assistance and benefits and that the Purchase Price includes compensation for any and all relocation assistance and benefits for which the Seller may be eligible and the Seller agrees to waive any and all further relocation assistance benefits. The provisions of this section shall survive closing of the transaction contemplated by this Agreement.

[Separate signature pages to follow]

SELLER:

SHINGLE CREEK, LLC

By _____
Printed _____
Title _____

BUYER:

CITY OF BROOKLYN CENTER, a
Minnesota municipal corporation

By: _____

Michael Elliot

Its: Mayor

By: _____

Cornelius L. Boganey

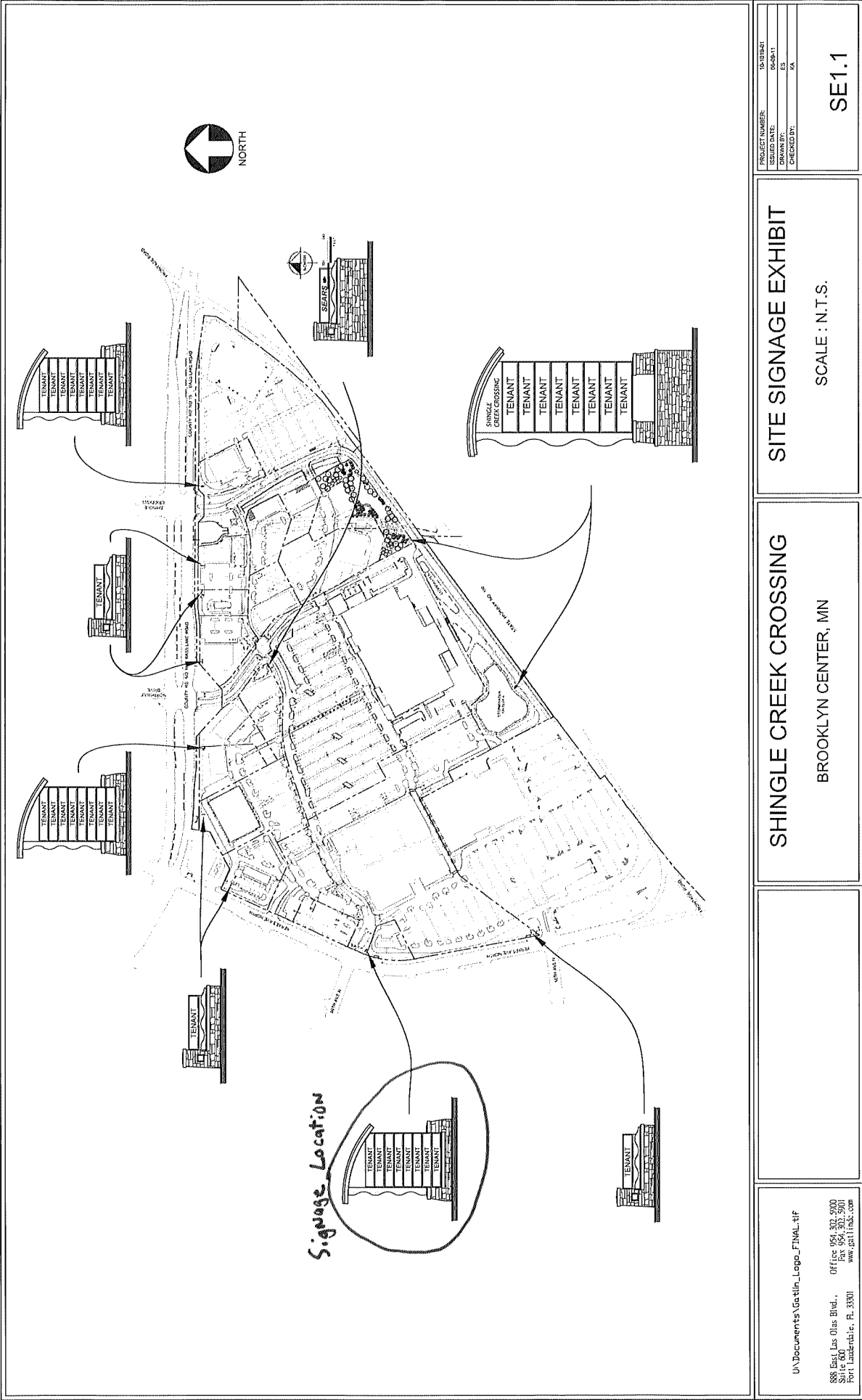
Its: City Manager

E-L Shingle Creek, LLC, as the “Maintenance Director” under the ECRs is executing this Agreement to obligate itself and successor Maintenance Directors to the provisions of Section 27 of this Agreement.

MAINTENANCE DIRECTOR, E-L
Shingle Creek, LLC, a Delaware limited
liability company

By _____
Printed _____
Title _____

Exhibit A



Signage Location

U:\Documents\Getlin_Logo_FINAL.tif

888 East Las Olas Blvd.,
Suite 600
Fort Lauderdale, FL 33301
Office 954.302.5900
Fax 954.302.5901
www.getlin.com

EXHIBIT B
ESCROW AGREEMENT

FILE NO. _____

ESCROW AGREEMENT

SHINGLE CREEK, LLC, a Delaware limited liability company ("Seller") and City of Brooklyn Center, a Minnesota municipal corporation, ("Buyer") are parties to a Purchase and Sale Agreement Effective _____, 2019 ("Purchase Agreement"). As provided in Section 5 of the Purchase Agreement, Buyer is depositing the sum of \$10,000.00 (the "Initial Earnest Money") with First American Title Insurance Company ("Title Company") and may, in the future, deposit with Title Company an additional \$15,000.00 (the "Additional Earnest Money") together with the Initial Earnest Money (collectively, the "Earnest Money"). Title Company agrees to hold and disburse the Earnest Money in accordance with this Escrow Agreement. Title Company must hold the Earnest Money in an account with an institution whose accounts are insured by a governmental agency or instrumentality. Title Company will hold the Earnest Money in a non-interest bearing account, and so long as the Earnest Money is held in a non-interest bearing account, Title Company will not charge a fee for holding and disbursing the Earnest Money pursuant to this Escrow Agreement. Buyer may, at its option, direct Title Company to hold the Earnest Money in an interest-bearing account, but if Buyer does so, Buyer must pay fees charged by Title Company for holding and disbursing the Earnest Money. If Buyer directs Title Company to hold the Earnest Money in an interest bearing account, the interest will accrue to and be the property of Buyer unless Buyer defaults and Seller terminates the Agreement in accordance with Section 16.a thereof.

Upon the closing of the transaction contemplated in the Purchase Agreement, Title Company must pay the Earnest Money and the interest thereon, if any, to the Seller. If either party notifies Title Company that the Purchase Agreement has been terminated or the transaction has otherwise not closed, Title Company must pay the Earnest Money as follows:

1. Upon receipt of consistent instructions from both Parties regarding the release of the Earnest Money, Title Company must disburse the Earnest Money pursuant to such instructions.
2. If Seller delivers a Notice of Cancellation of Purchase Agreement describing the Purchase Agreement and the Property, together with (a) an Affidavit of Service evidencing service of the Notice of Cancellation on Buyer, and (b) an Affidavit of Failure to Comply with Notice completed, executed and acknowledged to Title Company on or before the date 120 days after the Date of Closing as defined in the Purchase Agreement, Title Company must deliver the Earnest Money to Seller.
3. Upon Title Company's receipt of a written notice of default, nonperformance, dispute or exercise of right under the Purchase Agreement from Seller or Buyer accompanied by a demand for delivery to such party of the Earnest Money, Title Company is immediately to give written notice to the other party of such claim and accompanying demand. In the event the other

party fails to dispute or object to such claim and demand within ten (10) business days from the date of Title Company's written notice, Title Company is authorized to deliver the Earnest Money to the party making such claim and demand. In the event the other party disputes or objects to the aforesaid claim and demand within the 10-business day period prescribed herein, Title Company is not to deliver the Earnest Money deposited hereunder without receipt of a mutual agreement of the parties, in writing, or appropriate court order. Subject to the foregoing, this Agreement shall at all times be subject to the joint order of Seller and Buyer and upon such joint order Title Company shall deliver the Earnest Money as instructed by such joint order.

Title Company has no responsibility for any decision concerning performance or effectiveness of the Purchase Agreement, and is only responsible to act pursuant to the procedures set forth above. Buyer and Seller agree to hold Title Company harmless from any claims or defenses arising out of this Escrow Agreement and indemnify Title Company for all costs and expenses in connection with this escrow, including court costs and attorneys' fees, except for claims arising out of Title Company's failure to account for the funds held and costs and expenses incurred by the parties in connection with such a claim.

To the extent that the provisions of this Escrow Agreement are inconsistent with the provisions of the Purchase Agreement, the provisions of this Escrow Agreement control.

SELLER:

BUYER:

SHINGLE CREEK, LLC

CITY OF BROOKLYN CENTER

By: _____
Printed: _____
Title: _____

By: _____
Michael Elliot
Its: Mayor

By: _____
Cornelius L. Boganey
Its: City Manager

Date: _____

Date: _____

Address:

Address:

1301 Riverplace Boulevard, Suite 1900
Jacksonville, FL 32207

6301 Shingle Creek Parkway
Brooklyn Center, MN 55430

Taxpayer Identification Number

Taxpayer Identification Number

Title Company acknowledges receipt of this Agreement and the Earnest Money and agrees to hold the Earnest Money as above specified.

Dated this ____ day of _____, 2019.

First American Title Insurance Company

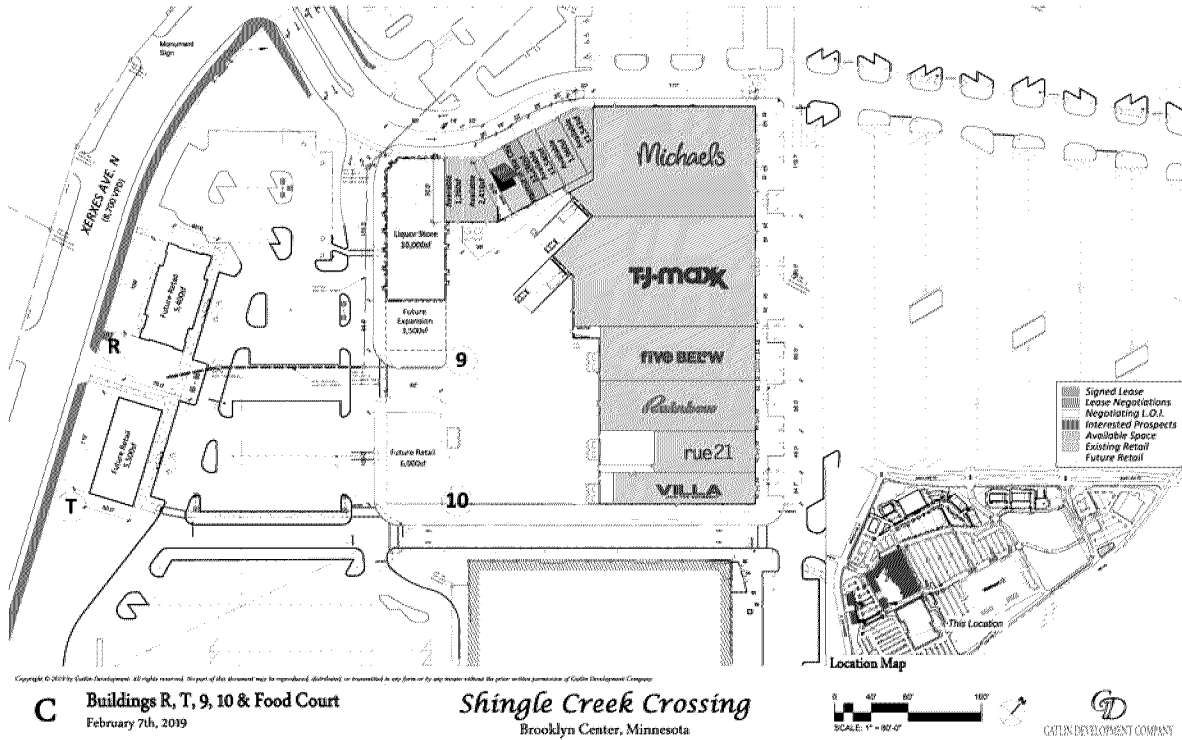
By: _____

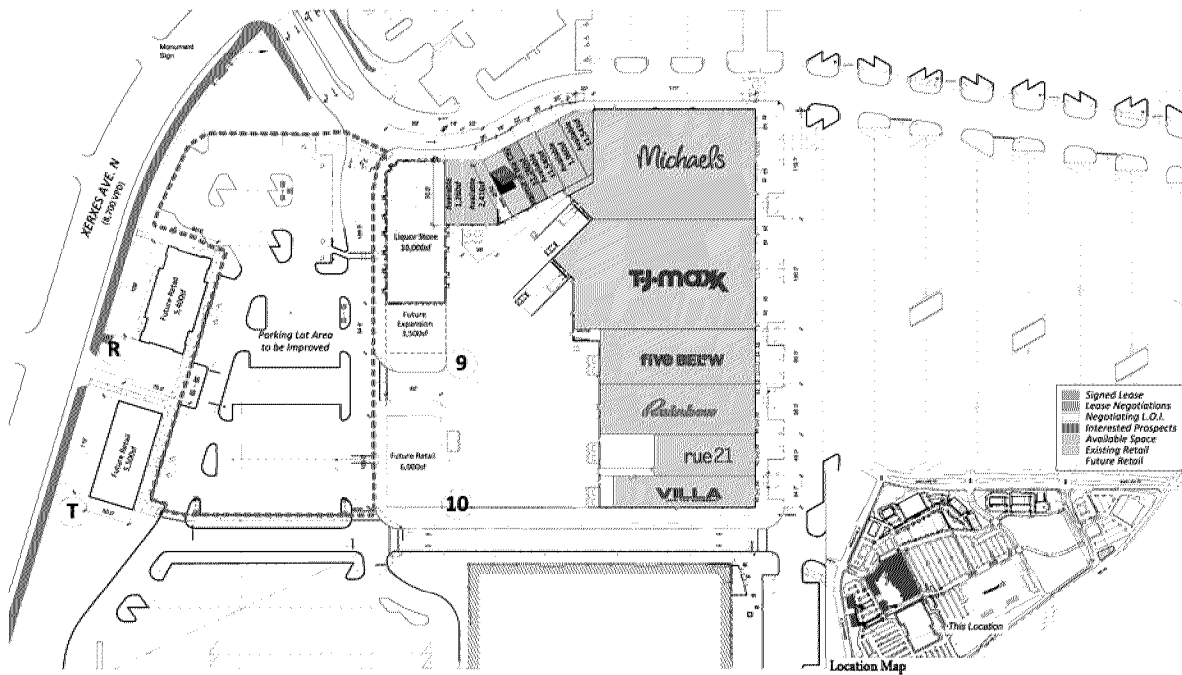
Printed: _____

Title: _____

EXHIBIT C

DEPICTION OF SANITARY SEWER LATERALS TO BE INSTALLED AND PARKING AREA TO BE PAVED OR REPAVED ON LOTS 3 AND 4





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A Buildings R, T, 9, 10 & Food Court
February 7th, 2019

Shingle Creek Crossing
Brooklyn Center, Minnesota

0 40' 80' 160'
SCALE: 1" = 80'-0"

G
GATIN DEVELOPMENT COMPANY

EXHIBIT D
TEMPORARY CONSTRUCTION EASEMENT

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT ("Easement") is made this _____ day of _____, 2019 (the "Effective Date"), by and between SHINGLE CREEK, LLC, a Delaware limited liability company ("Shingle Creek") and the CITY OF BROOKLYN CENTER, a Minnesota municipal corporation (the "City," individually, Shingle Creek or the CITY may be herein referred to as a "Party," collectively, Shingle Creek and the City may be herein referred to as the "Parties").

RECITALS:

A. Shingle Creek owns certain real property located in the City of Brooklyn Center, Hennepin County, Minnesota, that is legally described Lot 3 and Lot 4, Block 1, Shingle Creek Crossing 5th Addition, Hennepin County, Minnesota (the "Shingle Creek Property").

B. Contemporaneously with the execution of this Easement, the City is purchasing Lot 5, Block 1, Shingle Creek Crossing 5th Addition, Hennepin County, Minnesota from Shingle Creek (the "City Property").

C. Pursuant to the terms of the Easements with Covenants and Restrictions Affecting Land between Wal-Mart Real Estate Business Trust, a Delaware statutory trust and Shingle Creek dated June 28, 2011 and recorded in the Office of the Hennepin County Registrar of Titles on June 30, 2011 as Document No. T4868197, as amended (the "ECRs"). The City, as the owner of the City Property, will have an easement to use portions of the Shingle Creek Property for parking.

D. In connection with the City's construction of improvements on the City Property and the installation of a new parking lot surface on portions of the City Property, the City and Shingle Creek have agreed to have the City also construct certain sanitary sewer lines and parking surface improvements on portions of the Shingle Creek Property

E. The City and the Shingle Creek are executing this Easement to give the City the right to perform the work associated with the construction of the above-described sanitary sewer lines and parking surface improvements on portions of the Shingle Creek Property.

NOW THEREFORE, in consideration of the Recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT:

1. **Grant of Easement.** Shingle Creek hereby grants to the City a temporary, non-exclusive easement to permit the City and its employees, agents and contractors to enter upon the Shingle Creek Property for the purpose of constructing sanitary sewer lines and parking fields on the Shingle Creek Property in connection with the City's development of the City Property.

2. **Restoration of Property.** Within a reasonable time after completion of its work on the Shingle Creek Property, the City will restore the portion, if any, of the Shingle Creek Property that the City distributed during its work (other than the areas improved as parking fields) to substantially the same condition as existed on the Effective Date, at the City's sole cost and expense.

3. **Mechanic's Lien Indemnity.** City covenants and agrees (i) to timely pay, or cause to be paid, all bills, charges, costs and expenses relating to all labor and materials the City provides to the Shingle Creek Property; and (ii) to fully protect, defend, indemnify, and save Shingle Creek harmless from and against any and all liabilities or claims of liability, losses, costs, charges, expenses and damages of any kind or character whatsoever, including reasonable attorneys' fees, which Shingle Creek may suffer, expend or incur by reason, in consequence or arising out of the assertion, enforcement or attempted enforcement of any lien or statutory right to a lien asserted against the Shingle Creek Property as a result of the City's work.

4. **General Indemnity.** City covenants and agrees to fully protect, defend, indemnify and save Shingle Creek harmless from and against any and all liabilities or claims of liability, losses, costs, charges, expenses and damages of any kind or character whatsoever, including reasonable attorneys' fees, which Shingle Creek may suffer, expend or incur by reason, in consequence or arising out of the City's and the City's employees', agents' and contractors' presence on the Shingle Creek Property pursuant to this Easement; provided, however, the City's liability under this Section 4 is subject to the liability limits set forth in Minnesota Statutes Section 466.04. The City further agrees that, to the extent that the City requires its contractors or subcontractors to indemnify the City against claims arising out of the contractors' or subcontractors' work on the City Property, the City will also require those contractors and subcontractors to indemnify Shingle Creek for claims arising out of the contractors' or subcontractors' presence on the Shingle Creek Property pursuant to this Easement.

5. **Termination; Continuation of Easements.** Upon completion of the construction of the sanitary sewer lines and parking fields, the City agrees to execute, acknowledge and deliver to Shingle Creek a recordable termination of this Easement (the "Termination"). The Parties acknowledge that that continuing reciprocal easements set forth in the ECRs will govern the ongoing use of the drive lanes and parking fields described herein by the Parties.

6. **Successors and Assigns.** The provisions and conditions on this Easement shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns, and shall constitute a covenant running with the land.

7. **Amendment or Modification.** No amendment or modification of this Easement shall be effective unless made by written instrument signed by Shingle Creek and the City or their respective successors and assigns.

8. **Counterparts.** This Easement may be executed in multiple counterparts, each of which shall be deemed an original, but together shall constitute one agreement.

9. **Integration.** This Easement sets forth the entire agreement of the Parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements, whether written or oral.

10. **Governing Law.** This Easement shall be governed by and construed under the laws of the State of Minnesota.

[Remainder of page intentionally blank; signature pages follow]

IN WITNESS WHEREOF, the parties have executed this Easement as of the date first above written.

SHINGLE CREEK, LLC,
a Delaware limited liability company

By: _____
Name: Franklin C. Gatlin III
Title: President

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Franklin C. Gatlin III, the President of SHINGLE CREEK, LLC, a Delaware limited liability company, on behalf of said limited liability company.

Notary Public

[Signature Page to Temporary Construction Easement – Shingle Creek, LLC]

IN WITNESS WHEREOF, the parties have executed this Easement as of the date first above written.

CITY OF BROOKLYN CENTER,
a Minnesota municipal corporation

By: _____
Name: _____
Title: Mayor

By: _____
Name: _____
Title: City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, the Mayor and by _____, the City Manager of the City of Brooklyn Center, a Minnesota municipal corporation.

Notary Public

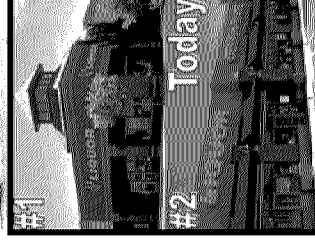
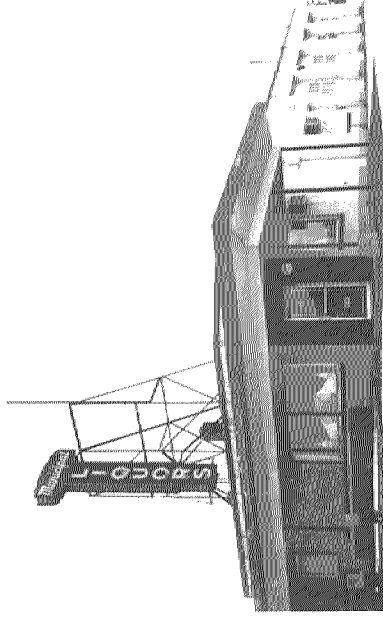
This instrument drafted by:
Sara J. Wenzel, Esq.
Briggs and Morgan, P.A.
2200 IDS Center
80 South 8th Street
Minneapolis, MN 55402

[Signature Page to Temporary Construction Easement – City of Brooklyn Center]

Brooklyn Center Liquor Store #1

Purchase Agreement for 1350 Shingle Creek Crossing

The first Brooklyn Center Municipal Liquor Store (off-sale) was opened in December 1949 at 6445 Lyndale Avenue.



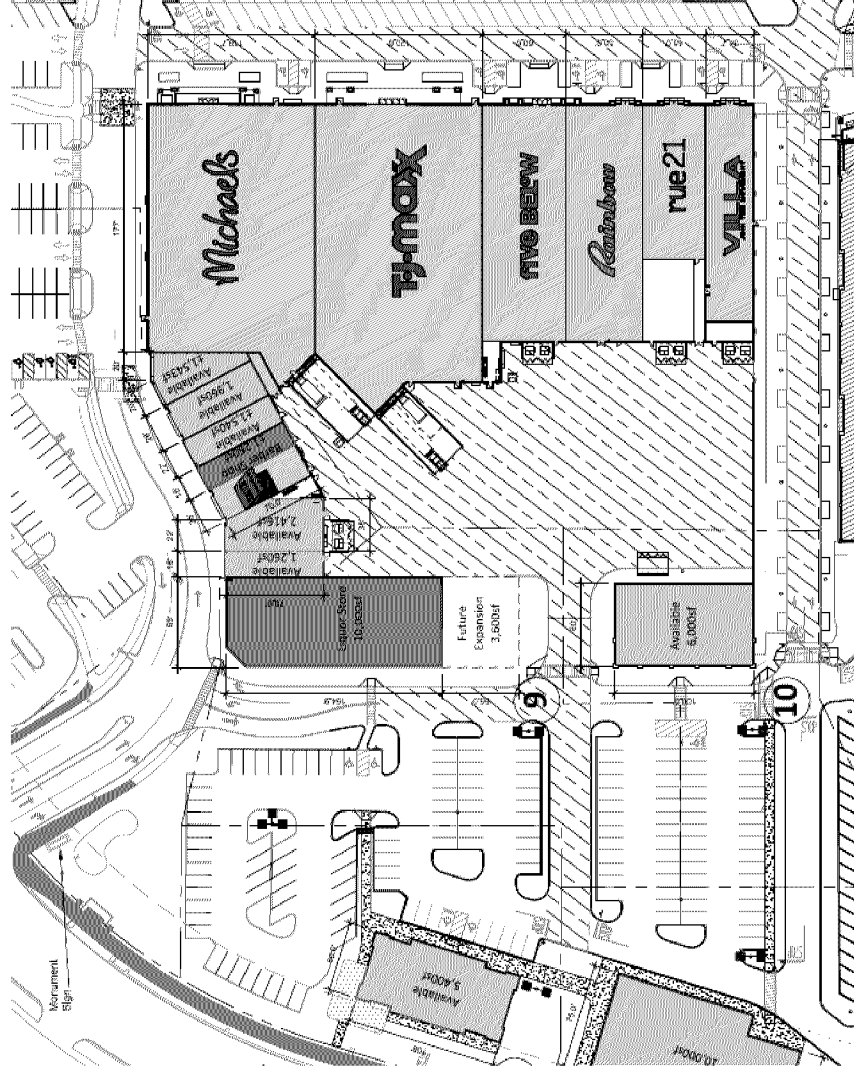
Municipal Liquor Store and Fire Department at 6445 Lyndale Avenue North. Originally, it housed the BC Village offices.



March 11, 2019
Nate Reinhardt, Finance Director

Shingle Creek Crossing

- Pad Site of up to 13,600 square feet
- 1.42 acres
- Near Grocery (Cub Foods/Walmart)
- High Visibility Location
- Parking
- Back Loading Area



Terms & Conditions

- Purchase price of \$680,000
- Closing date to occur 90 days from execution of purchase agreement
- Transfer of 15 SAC Credits
- Annual CAM Charges of \$3/square foot
- Shared parking lot/loading space/access to pylon signs
- \$90,000 contribution for parking lot improvements



Parcel Outline/Parking Lot Improvements



Next Steps

- Motion to approve the Resolution Approving the Purchase and Sale Agreement of Property and Any Improvements of Lot 5, Block 1, Shingle Creek Crossing 5th Addition, Brooklyn Center, MN (1350 Shingle Creek Crossing)

Questions?



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 be 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 the February 11, 2019 EDA meeting*

4. Commission Consideration Items

- a. Resolution Approving the Acquisition of Certain Property Located at: 3606 61st Avenue North, Brooklyn Center, MN
 - *Motion to adopt a resolution approving the acquisition of certain property located at 3606 61st Avenue North, Brooklyn Center, MN.*
- b. Resolution Approving and Authorizing the Execution of a Letter of Intent to Sell the Property Located at 1601 James Circle
 - *Consider a resolution approving and authorizing the execution of a letter of intent to sell the property located at 1601 James Circle North.*

5. Adjournment

EDA ITEM MEMORANDUM

DATE: 3/11/2019

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

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
FEBRUARY 11, 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 9:02 p.m.

1a. APPROVAL OF MINUTES

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

1. January 14, 2019 – Regular Session

Motion passed unanimously.

2. ROLL CALL

President Mike Elliott and Commissioners 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, Business and Work Force Development Specialist Brett Angell, City Attorney Troy Gilchrist, and Mary Mullen, TimeSaver Off Site Secretarial, Inc.

3. APPROVAL OF CONSENT AGENDA

Commissioner Graves moved and Commissioner Butler seconded to approve the Consent Agenda.

Motion passed unanimously.

4. COMMISSION CONSIDERATION ITEMS

- 4a. RESOLUTION NO. 2019-03 TERMINATING A PRELIMINARY DEVELOPMENT AGREEMENT WITH THOR LIVING, LLC, AND APPROVING A PRELIMINARY DEVELOPMENT AGREEMENT WITH COALITION DEVELOPMENT, LLC**

Community Development Director Meg Beekman reviewed a request for termination of a development agreement with Thor Living, to be assumed by Coalition Development LLC. She stated the three subject parcels, project proposal, and financing estimates remain the same. She added the City is in negotiations with an adjacent property owner for potential purchase of that property which would change the development proposal.

Ms. Beekman stated City Staff recommends approval of Resolution 2019-03 terminating the Preliminary Development Agreement with Thor Living.

Commissioner Lawrence-Anderson requested clarification regarding Thor Living. Ms. Beekman stated Thor Living, a subsidiary of Thor Construction, has relinquished development rights to Coalition Development.

Commissioner Ryan moved and Commissioner Lawrence-Anderson seconded to adopt RESOLUTION NO. 2019-03 Terminating a Preliminary Development Agreement with Thor Living, LLC, and Approving a Preliminary Development Agreement with Coalition Development, LLC.

Motion passed unanimously.

5. ADJOURNMENT

Commissioner Lawrence-Anderson moved and Commissioner Ryan seconded adjournment of the Economic Development Authority meeting at 9:12 p.m.

Motion passed unanimously.

EDA ITEM MEMORANDUM

DATE: 3/11/2019

TO: Curt Boganey, City Manager

THROUGH: Meg Beekman, Community Development Director

FROM: Brett Angell, Business and Workforce Development Specialist

SUBJECT: Resolution Approving the Acquisition of Certain Property Located at: 3606 61st Avenue North, Brooklyn Center, MN

Background:

3606 61st Ave N is a single-family residential property built in 1955 with a total acreage of 0.33. It is currently owned by Jesse and Teresa Moan. Discussions with the properties owners in regards to purchasing their property originally took place in 2012. At that time, the property owners had family commitments that would make moving difficult and stated they were not interested in selling. Then, in late fall of 2018, the property owners spoke with City staff and expressed a potential interest in selling the property. Staff met with the property owners to discuss the sale of the home and a purchase agreement was reviewed and accepted by the owners. The property owners have found a new home and have an accepted offer to purchase the property contingent on the sale of their current home to the City.

The total costs to the City associated with the acquisition of the property is \$194,000. This amount includes the purchase price for the home of \$190,000 and moving expenses to the homeowners of \$4,000. The purchase agreement also allows for the property owners to have the ability to remove items, such as appliances, from the home as long as it does not affect the safety or security of the structure. Additionally, the property owners will have the ability to leave behind any unwanted items or personal property in the home.

The property owners have also expressed a desire to have the ability to continue to stay in the home for a short period after the closing date to allow for the ability to receive the proceeds of the sale prior to closing on their new home in early April. Exhibit B of the purchase agreement outlines the parameters of allowing the property owners to continue occupation of the property. The City will hold \$1,000 from the purchase of the home in escrow. The property owners will be able to collect the escrow funds upon final move out, which is to be no later than May 19th, 2019. The property owners will not be charged a rent during this period. Upon approval of the purchase agreement by the EDA, closing on the property will take place on Monday, March 18th.

The EDA has already purchased three properties to the east between 2012 and 2016, and subsequently demolished the structures on each of the properties. Recently the EDA entered into a preliminary development agreement with Coalition Development to construct multi-family housing on the EDA-owned parcels. The property, 3606 61st Avenue North, will be included in this redevelopment project upon approval of the purchase by the EDA. Coalition Development will be responsible for the demolition of the home.

Other surrounding land uses to 3606 61st Avenue North include Wangstad Park to the West, the Sanctuary senior housing development to the North, and single family residential homes to the South.

Budget Issues:

TIF District 3 will be used for the acquisition of the property.

Strategic Priorities and Values:

Targeted Redevelopment

Commissioner _____ introduced the following resolution and moved its adoption:

EDA RESOLUTION NO. 2019- ____

RESOLUTION APPROVING THE ACQUISITION OF CERTAIN PROPERTY
LOCATED AT: 3606 61st AVENUE NORTH, BROOKLYN CENTER, MN

BE IT RESOLVED by the Board of Commissioners (“Board”) of the Economic Development Authority 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 desires to acquire a parcel (PID 34-119-21-43-0052) located at 3606 61st Avenue North, situated in the State of Minnesota, County of Hennepin, and which is legally described as follows:

Lot 4, Block 6, WANGSTAD’S BROOKLYN TERRACE. [Torrens Certificate
No. 1225761]

(the “Property”).

1.03. The Authority finds and determines that the acquisition of the Property is in the public interest and will further the objectives of its general plan of economic development.

Section 2. Authority Approval; Further Proceedings.

2.01. The Board hereby approves the Agreement in substantially the form presented to the Board, including the acquisition of the Property by the Authority, 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 Agreement 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 Agreement as a whole, including without limitation execution of any documents to which the Authority is a party referenced in or attached to the Agreement, and other documents necessary to convey the Property to the Authority, all as described in the Agreement.

March 11, 2019

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.

PURCHASE AGREEMENT

1. **PARTIES.** This Purchase Agreement ("Purchase Agreement") is entered into this 11th day of March, 2019, by and between **Jesse Moan and Teresa Moan, married to each other** ("Seller") and the Economic Development Authority of Brooklyn Center, Minnesota, a public body corporate and politic under the laws of the State of Minnesota ("Buyer").

2. **SALE OF PROPERTY.** Seller is the owner of that certain real estate ("Property") located at 3606 61st Avenue North, Brooklyn Center, MN 55429, Hennepin County, Minnesota and legally described as follows:

Lot 4, Block 6, Wangstad's Brooklyn Terrace [Torrens Certificate No. 1225761]

3. **OFFER/ACCEPTANCE.** In consideration of the mutual agreements herein contained, Buyer offers and agrees to purchase and Seller agrees to sell and hereby grants to Buyer the exclusive right to purchase the Property and all buildings, improvements, and fixtures thereon, together with all appurtenances, including, but not limited to, plant, shrubs, trees, and grass.

4. **NO PERSONAL PROPERTY INCLUDED IN SALE:** There are no items of personal property or fixtures owned by Seller and currently located on the Property included in the Purchase Price for purposes of this sale.

5. **PURCHASE PRICE AND TERMS:**

A. **PURCHASE PRICE:** The total Purchase Price ("Purchase Price") for the Property is One Hundred Ninety Thousand and No/100ths Dollars (\$190,000.00).

B. **MOVING EXPENSES:** The sum of Four Thousand Dollars (\$4,000.00) to reimburse Seller for Seller's moving expenses ("Moving Expenses") shall be paid by Buyer to Seller at Closing.

C. **TERMS:**

(1) **BALANCE DUE SELLER:** Buyer agrees to pay the Purchase Price to Seller by check or wire transfer on the Closing Date ("Closing").

(2) **DEED/MARKETABLE TITLE:** Subject to performance by Buyer, Seller agrees to execute and deliver a Warranty Deed conveying marketable title to the Property to Buyer, subject only to the following exceptions:

a. Building and zoning laws, ordinances, and state and federal regulations.

- b. Reservation of minerals or mineral rights to the State of Minnesota, if any.
- c. Public utility and drainage easements of record which will not interfere with Buyer's intended use of the Property.
- d. Title defects waived by Buyer pursuant to paragraph 6 below.

6. CONTINGENCIES.

A. Notwithstanding any other provision in this Agreement to the contrary, the parties agree that the purchase of the Property is subject to the following contingencies, which must be accepted or waived before the expiration of the Due Diligence Period hereafter defined, unless a shorter period is expressly provided herein:

- (1) Title to the Property shall be acceptable to Buyer, in its sole discretion.
- (2) The Property's environmental condition must be acceptable to Buyer, in its sole discretion.
- (3) Buyer shall have the right during the Due Diligence Period to conduct such soil tests/geotechnical analyses, inspections, reviews, examinations, storm water/drainage requirement analyses, pre-demolition assessments, and surveys, if any, as Buyer deems necessary at Buyer's expense. The results of the same shall be satisfactory to Buyer in its sole discretion.

B. Buyer shall satisfy or waive the above contingencies on or before the expiration of the Due Diligence Period. On or before the expiration of the Due Diligence Period, Buyer shall, by giving written notice to Seller, either:

- (1) Terminate this Agreement if any one or more of the contingencies above have not been satisfied to the satisfaction of Buyer; or
- (2) Waive the contingencies listed above and proceed to closing.

If Buyer elects to terminate this Agreement under paragraph (B)(1) above, then upon, Seller's receipt of Buyer's written notice of termination, this Purchase Agreement shall be null and void and neither party shall have any further obligation to the other.

If Buyer elects to waive the contingencies and proceed under paragraph (B)(2) above, the parties shall proceed to closing as provided in this Purchase Agreement.

7. DOCUMENTS TO BE DELIVERED AT CLOSING BY SELLER.

- A. Warranty Deed free and clear of encumbrances subject only to the exceptions stated in paragraphs 5 (C) (3)(a), (b), (c), and (d) of this Purchase Agreement.
- B. Standard form Affidavit of Seller.
- C. Well disclosure certificate, if required.
- D. Waiver of Relocation Benefits in the form attached hereto as Exhibit A.
- E. Escrow and Occupancy Agreement in the form attached hereto as Exhibit B.
- F. Such other documents as may be reasonably required by Buyer's title examiner or title insurance company.

8. CLOSING DATE/DUE DILIGENCE PERIOD. For a maximum of 180 days after the mutual execution of the Purchase Agreement (the "Due Diligence Period"), Buyer shall have the right, but not the obligation, to conduct an investigation of the Property as described in paragraph 6 (A) of this Purchase Agreement. The closing of the sale of the Property shall take place within 30 days following the end of the Due Diligence Period. The closing shall take place at the offices of Economic Development Authority of Brooklyn Center, 6301 Shingle Creek Parkway, Brooklyn Center, MN 55430 (or at such other location as the parties shall agree).

9. DELIVERY OF DOCUMENTS. Within seven business days of signing the Letter of Intent between the parties, Seller shall have provided Buyer with copies of all relevant material in Seller's possession relating to the Property, including but not limited to, title reports, soil reports, environmental studies, surveys, environmental reports, agreements with governmental authorities, or other records of the Property that Seller has in Seller's possession (collectively, the "*Documents*").

10. INSPECTION OF PROPERTY. During the Due Diligence Period, Seller shall allow Buyer and Buyer's agents access to the Property without charge and at all reasonable times for Buyer's inspection of the Property. This includes the right of Buyer and its agents to take soil borings of the Property. Buyer shall pay all costs and expenses of such inspections and any testing carried out in connection therewith, and shall hold Seller and the Property harmless from all costs and liabilities relating to Buyer's activities. Buyer shall not damage, encumber, or permit a lien or claim to result from its activities, or alter the Property in any way. Buyer shall not have the right to do any intrusive testing without the prior written authorization of Seller. Buyer shall repair and restore any damage to the Property caused by or occurring during Buyer's inspection and testing and return the Property to substantially the same condition as existed prior to such entry. Buyer's obligations under this paragraph shall survive termination of this Agreement.

11. ENVIRONMENTAL INSPECTION. Seller, prior to vacation of the Property, shall remove all substances that, under state or federal law, must be disposed of at an approved disposal facility. This requirement does not apply to hazardous substances integrated into the building improvements (e.g., asbestos) or soil but applies only to movable equipment, supplies and materials that are located or stored on the Property. Buyer and Seller will conduct a joint

inspection of the Property at a time to be mutually agreed upon prior to closing for the purpose of identifying materials that must be removed by Seller.

12. LEAD. If the dwelling structure on the Property was constructed prior to 1978, a lead paint disclosure accompanies this Agreement.

13. REAL ESTATE TAXES.

- A. Seller will pay at or prior to closing all real estate taxes due and payable in 2018 and prior years on the Property, including any delinquent real estate taxes.
- B. Real estate taxes due and payable in 2019 shall be prorated as of the date of closing between Buyer and Seller. If the amount of real estate taxes due and payable in 2019 is not available on the date of closing, the pro-rated taxes will be based on the amount of real estate taxes due and payable in 2018.

14. SPECIAL ASSESSMENTS.

- A. Seller shall pay on or prior to closing the balance of all special assessments levied for payment in 2018 and prior years. Buyer shall pay all special assessments pending or levied for payment with real estate taxes payable in 2019.
- B. Seller shall pay any deferred real estate taxes or special assessments, payment of which is required as a result of the Closing of this sale.
- C. As of the date of this Purchase Agreement, Seller has not received a notice of hearing for a new public improvement project from any governmental assessing authority, the costs of which project may be assessed against the Property.
- D. Notwithstanding any other provision of this Agreement, Seller shall at all times be responsible to pay special assessments, if any, for delinquent sewer or water bills, removal of diseased trees prior to the date of this Purchase Agreement, snow removal, or other current services provided to the Property by the assessing authority while Seller is in possession of the Property.

15. MARKETABILITY OF TITLE. Buyer shall, within a reasonable time after execution of this Purchase Agreement by both parties, obtain a commitment for title insurance or other evidence satisfactory to Buyer ("Title Evidence") for the Property. Buyer shall have ten (10) business days after receipt of a fully executed purchase agreement and the Title Evidence to examine the same and to deliver written objections to title, if any, to Seller. Seller shall have until the expiration of the Due Diligence Period (or such later date as the parties may agree upon) to make title marketable, at Seller's expense. In the event that title to the Property cannot be made marketable or is not made marketable by Seller by the expiration of the Due Diligence Period, then, at the option of Buyer, Buyer may terminate this Purchase Agreement in accordance with paragraph 6 (B)(1) of this Purchase Agreement.

16. CLOSING COSTS AND RELATED ITEMS. Seller will pay: (a) any deed transfer taxes and conservation fees and recording fees for all instruments required to establish marketable title in Seller; (b) any deed transfer taxes and conservation fees required to enable Buyer to record its deed from Seller under this Purchase Agreement; (c) the cost of the title commitment, title search, name searches, and exam fees; and (d) one-half of the closing fee charged by the title insurance or other closing agent, if any, utilized to close the transaction contemplated by this Purchase Agreement. Buyer shall be responsible for the payment of the following costs: (a) recording fees for deed from Seller under this Purchase Agreement; (b) the title insurance premium, and any endorsements, if any; and (c) one-half of the closing fee charged by the title insurance or other closing agent, if any, utilized to close the transaction contemplated by this Purchase Agreement. Each party shall be responsible for its own attorneys' fees and costs.

17. POSSESSION/ESCROW AND OCCUPANCY AGREEMENT. Buyer agrees to allow Seller to remain on the Property after the Closing Date for up to 60 days immediately following the closing date pursuant to the Escrow and Occupancy Agreement set forth in Exhibit B of this Purchase Agreement. Seller agrees that, at closing, Buyer may retain One Thousand Dollars (\$1,000.00) from the purchase price for the Property as an Escrow for payment of Buyer's necessary actual out-of-pocket expenses relating to personal property removal, disposal charges and utility charges. The retained amount, less deductions provided for in this paragraph, will be delivered to Seller no later than 60 days following the date of delivery of possession. Said funds shall be held by Kennedy & Graven, Chartered, as Escrow Agent, pursuant to the terms of the Escrow and Occupancy Agreement. **Buyer's ability to deduct amounts due under this paragraph from the retained escrow is not exclusive but is in addition to Buyer's rights at law and equity to collect such amounts from Seller. Seller is responsible for the amounts due under this paragraph even if: (i) Buyer neglects to deduct the amount from escrow; and/or (ii) the escrowed amount is insufficient to pay all amounts due under this paragraph.**

18. DISCLOSURE; INDIVIDUAL SEWAGE TREATMENT SYSTEM. Seller discloses that there **is not** an individual sewage treatment system on or serving the Property. If there is an individual sewage treatment system on or serving the Property, Seller discloses that the system **is not** in use. In the event there is a sewage treatment system, a map of said location of the system is attached.

19. WELL DISCLOSURE.

- ☐ Seller discloses that there **is** a well on or serving the Property. **A well disclosure Certificate accompanies this Purchase Agreement;** or
☐ Seller does not know of a well on the Property.

20. SELLER'S WARRANTIES. Seller warrants that buildings, if any, are entirely within the boundary lines of the Property. Seller warrants that there is a right of access to the Property from a public right-of-way. Seller warrants that there has been no labor or materials furnished to the Property for which payment has not been made. Seller warrants that there are no present violations of any restrictions relating to the use or improvement of the Property. Seller

represents that Seller has good and marketable simple title interest to the Property and no consents or approvals from any third parties are required. Seller represents that there are no third parties in possession of the Property, or any part thereof; and that there are no leases, oral, or written, affecting the Property or any part thereof. Seller agrees that Seller will not enter into a lease for the Property after the date of this Purchase Agreement. Seller agrees to pay all charges for sewer, water, electric, gas, rubbish removal, Internet, cable/satellite television, and any other utility charges incurred prior to closing and during Seller's occupancy of the Property pursuant to the Escrow and Occupancy Agreement. These warranties shall survive the Closing of this transaction.

21. RELOCATION BENEFITS. Seller acknowledges that Seller initiated negotiations with Buyer for the transaction contemplated by this Purchase Agreement, and that this transaction is not made under threat of condemnation by Buyer. Seller agrees to waive any and all relocation benefits, assistance and services to which Seller might otherwise be eligible. Seller agrees to provide to Buyer at closing an executed waiver of relocation benefits in substantially the form of the attached Exhibit A.

22. NO MERGER OF REPRESENTATIONS, WARRANTIES. All representations and warranties contained in this Purchase Agreement shall not be merged into any instruments or conveyance delivered at closing, and the parties shall be bound accordingly.

23. ENTIRE AGREEMENT; AMENDMENTS. This Purchase Agreement constitutes the entire agreement between the parties, and no other agreement prior to this Purchase Agreement or contemporaneous herewith shall be effective except as expressly set forth or incorporated herein. Any purported amendment to this Purchase Agreement shall not be effective unless it shall be set forth in writing and executed by both parties or their respective successors or assigns.

24. BINDING EFFECT; ASSIGNMENT. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, and assigns. Buyer shall not assign its rights and interest hereunder without notice to Seller.

25. NOTICE. Any notice, demand, request or other communication which may or shall be given or served by the parties shall be deemed to have been given or served on the date the same is deposited in the United States Mail, registered or certified, postage prepaid and addressed as follows:

SELLER: Jesse Moan and Teresa Moan
3606 61st Avenue North
Minneapolis, MN 55406

BUYER: Economic Development Authority of Brooklyn Center
Attn: Brett Angell
6301 Shingle Creek Parkway
Brooklyn Center, MN 55430-2113

AGENT: Kennedy & Graven, Chartered

Attn: Troy Gilchrist
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402

26. BROKER COMMISSIONS. Buyer and Seller each represent and warrant to the other that there is no broker involved in this transaction with whom either has negotiated or to whom the representing party has agreed to pay a broker commission or finder's fee in connection with negotiations for purchase or sale of the Property. Buyer and Seller agree to indemnify, defend, and hold the other party harmless against any and all claims of brokers, finders, or the like, and against the claims of all third parties, claiming any right to commission or compensation by or through acts of the indemnifying party or its partners, agents, or affiliates in connection with this Purchase Agreement. The indemnifying party's indemnity obligations shall include all damages, losses, costs, liabilities, and expenses, including reasonable attorneys' fees and litigation costs, which may be incurred by the other party.

27. METHAMPHETAMINE DISCLOSURE. To the best of Seller's knowledge, methamphetamine production has not occurred on the Property.

28. SPECIFIC PERFORMANCE. This Purchase Agreement may be specifically enforced by the parties, provided that any action for specific enforcement is brought within six months after the date of the alleged breach. This paragraph is not intended to create an exclusive remedy for breach of this agreement; the parties reserve all other remedies available at law or in equity.

29. REMOVAL OF FIXTURES AND MATERIALS. The Seller shall have the opportunity to salvage any fixtures or materials from the buildings on the Property provided that the buildings are left secure and provided that removal does not create any hazardous conditions. Any fixtures or materials which remain on the Property after Seller's occupancy has been terminated shall be deemed to have been abandoned and shall become the exclusive property of Buyer. Seller assumes all risk in undertaking any salvage operations. Seller shall not permit the attachment of any lien or encumbrance on the Property as a result of this or other work thereof.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date written above.

SELLER

By Jesse Moan
Jesse Moan
By Teresa Moan
Teresa Moan

BUYER

Economic Development Authority of
Brooklyn Center, Minnesota

By: _____
Its: President

By: _____
Its: Executive Director

EXHIBIT A
FORM OF
WAIVER OF RELOCATION BENEFITS

We, the undersigned, acknowledge that we met with a representative of the Economic Development Authority of Brooklyn Center, Minnesota (EDA) on March 1st, 2019. The representative, Brett Angell, Business and Workforce Development Specialist, explained that in the event that the EDA acquires our property located at 3606 61st Avenue North, Brooklyn Center, Minnesota, we may be entitled to certain relocation benefits, in addition to the amount of money being paid to us to acquire our property. These benefits may include:

1. Moving Expenses:

- a. A payment for actual reasonable moving expenses; or
- b. A fixed payment determined in accordance with the applicable schedule approved by the Federal Highway Administration.

2. Replacement Housing Payment:

A 180-day homeowner is eligible to receive a replacement housing payment to cover the following costs:

- a. If the homeowner must pay more to buy a comparable replacement home than homeowner receives for the property, then homeowner may be compensated for the difference.
- b. Homeowners may be entitled to compensation for incidental and closing expenses related to the purchase of a decent, safe, and sanitary replacement home, such as recording fees, title insurance, appraisal, and inspection fees.
- c. If a homeowner must pay a higher interest rate on a mortgage to finance the purchase of a replacement home than the rate on the mortgage of the property, then homeowner may be entitled to compensation for increased mortgage interest costs.

3. Other Relocation Assistance:

This includes referrals and other assistance to help the owner(s) relocate to a comparable decent, safe, and sanitary dwelling. These payments and services are required under the regulations of the Department of Housing and Urban Development (HUD). The owner(s) cannot be required to move from his/her home unless he/she is given reasonable opportunities to relocate to a comparable decent, safe and sanitary dwelling unit that he/she can afford.

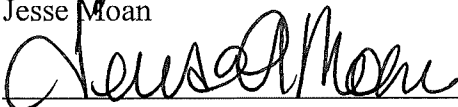
Finally, it was explained to us that the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended, entitles us to these relocation benefits; and if we sign this waiver, we will be waiving those relocation benefits.

After having these benefits explained to me, we agree to waive them. In signing this waiver, we acknowledge that no threats have been made to us, either expressly or by implication, that our property will be taken from us through condemnation. If after signing this waiver, we attempt to collect relocation benefits, we will have to prove that, contrary to what we are agreeing to in this waiver, our waiver of relocation benefits was not entered into voluntarily. This wavier is conditioned upon the Economic Development Authority of Brooklyn Center, Minnesota purchasing our property for the gross purchase price of \$190,000.00 and payment of \$4,000.00 in moving expenses. If this commitment to us is not fulfilled, this waiver is null and void.

March 1, 2019

Date

By 
Jesse Moan

By 
Teresa Moan

WITNESS:

EXHIBIT B
FORM OF
ESCROW AND OCCUPANCY AGREEMENT

THIS AGREEMENT entered into this 11th day of March, 2019, by Jesse Moan and Teresa Moan, married to each other (together, "Occupant" or "Grantee"), and the Economic Development Authority of Brooklyn Center, Minnesota, a public body corporate and politic under the laws of the State of Minnesota ("Grantor") and KENNEDY & GRAVEN, CHARTERED ("Escrow Agent" or "Agent").

BACKGROUND

Grantee has, as of the date of this Agreement sold and conveyed to Grantor the following described tract of land including improvements located thereon ("Property):

Lot 4, Block 6, Wangstad's Brooklyn Terrace [Torrens Certificate No. 1225761]

Although the sale and conveyance of the Property transferred to Grantor the exclusive title and right to possession, the parties have agreed that Grantor will, subject to the terms and conditions of this Agreement, grant to Grantee the right of occupancy of the Property.

RECITALS

NOW, THEREFORE, in consideration of the mutual covenants and stipulations hereinafter contained, the parties hereto agree as follows:

1. Grant of Occupancy. Grantor hereby grants and Grantee hereby accepts the right to occupy the Property commencing on the date of this Agreement and terminating not later than 4:00 p.m. on May 19th, 2019.
2. Grantee Acknowledgment. Grantee acknowledges that this grant of occupancy constitutes the sole and exclusive right of Grantee to occupy the Property from and after the date of this Agreement, and further acknowledges that absent further written agreement of the parties, Grantee shall have no right to further occupy the Property upon and after the termination of this Agreement.
3. Rent. Grantee may occupy the Property through May 19th, 2019 without payment of rent to Grantor.
4. No Damage. With the exception of removing fixtures and materials as permitted by Section 29 of the Purchase Agreement between Grantee and Grantor dated March 11th, 2019 (the "Purchase Agreement"), Grantee agrees not to cause damage to the Property or to any structure or improvement located on the Property and agrees to deliver possession of the Property to the Grantor in substantially the same condition as existed on the date the parties entered into the Agreement.

5. Utility Bills. Grantee agrees to pay for all utility services to the Property through the last day of Grantee's occupancy. Utility services include, but are not limited to, the following: sewer, water, electricity, gas, telephone, garbage collection, Internet, and cable/satellite television.

6. Escrow. (a) Upon closing on the sale of the Property and execution of this Agreement, Grantee agrees to deposit into escrow the sum of \$1,000.00 (the "Escrowed Funds") from Grantee's proceeds from the sale of the Property, to be held by Agent in a non-interest bearing account.

(b) Within 10 days after vacation of the Property by Grantee, Grantor shall provide to Agent (with copy to Grantee) evidence of expenses incurred by Grantor for payment of utility charges for services provided to the Property. Agent shall reimburse Grantor for the utility charges and incurred expenses from the Escrowed Funds within seven days following receipt of such evidence from Grantor.

(c) Agent shall deliver to Grantee the balance of the Escrowed Funds on deposit, less deductions provided for in paragraph 6 (b) above, no later than 60 days following vacation of the Property by Grantee.

7. Escrow Agent Liability. The sole duties of Escrow Agent shall be those described herein, and Escrow Agent shall be under no obligation to determine whether the other parties hereto are complying with any requirements of law or the terms and conditions of any other agreements among said parties. Escrow Agent may conclusively rely upon and shall be protected in acting on any notice believed by it to be genuine and to have been signed or presented by the proper party or parties, consistent with reasonable due diligence on Escrow Agent's part. Escrow Agent shall have no duty or liability to verify any such notice, and its sole responsibility shall be to act expressly as set forth in this Escrow and Occupancy Agreement.

8. Insurance. Grantee acknowledges that Grantee is solely responsible for loss or damage to personal property located on the Property; and hereby indemnifies, defends, and holds harmless the Economic Development Authority of Brooklyn Center, Minnesota, a public body corporate and politic under the laws of the State of Minnesota, its officials, agents, and employees from any claims for loss or damage to such personal property. Grantee certifies and understands that obtaining insurance coverage for such personal property shall be Grantee's sole responsibility. Grantee acknowledges and understands that any liability insurance obtained by Grantor with respect to the Property will in no way insure or protect Grantee from liability claims which may be made against Grantee.

9. Liens and Encumbrances. Grantee agrees that during the term of this Agreement Grantee shall not permit or suffer any liens or encumbrances to be placed against the Property, nor shall Grantee during such term engage in any activity which could cause or result in the placement of any liens or encumbrances against Property. Grantee also agrees to indemnify and hold Grantor harmless from any lien or encumbrance placed upon the Property as a result of Grantee's violation of the provisions of this paragraph.

10. Modification or Alteration. Grantee agrees that, absent the specific written consent of Grantor, Grantee will not make any modifications, alterations, improvements to the Property during the term of this Agreement, except the removal of fixtures and materials that is permitted by Section 29 of the Purchase Agreement.

11. Repair and Maintenance. Grantee agrees that during the term of this Agreement Grantee will, at Grantee's sole cost and expense, keep the building, improvements, and grounds, electrical, plumbing, heating, and air conditioning systems, and all appliances, which have been sold to Grantor, in a reasonable state of repair and appearance. Grantee shall not, however, be required to repair conditions of any of the above-described items which existed at the time the Property was purchased by Grantor.

12. Removal of Property upon Termination. This Agreement includes the right of Grantee to continue to keep on the Property all items of personal property which have not been sold to Grantor. Grantee agrees that not later than the last day of this Agreement, it will have removed all such items of personal property. Items not removed by such date shall be forfeited to Grantor.

13. Final Utility Service. Grantee agrees to notify proper utility companies at least two weeks in advance the date of final occupancy on the Property for final billing purposes. Grantee agrees that payment of final utility bills is the responsibility of Grantee.

14. Exclusive Nature of Grant. The grant of occupancy given herein is exclusive to Grantee and may not be assigned or transferred.

15. Notices to be sent to the parties to this Agreement shall be sent by mail or personal delivery to:

GRANTEE: Jesse Moan and Teresa Moan
 3606 61st Avenue North
 Brooklyn Center, MN 55429

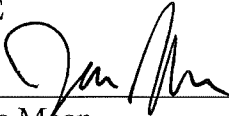
GRANTOR: Economic Development Authority of Brooklyn Center
 Attn: Brett Angell
 6301 Shingle Creek Parkway
 Brooklyn Center, MN 55430-2113

AGENT: Kennedy & Graven, Chartered
 Attn: Troy Gilchrist
 470 U.S. Bank Plaza
 200 South Sixth Street
 Minneapolis, MN 55402

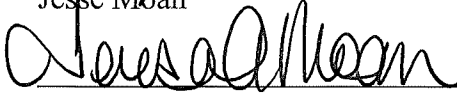
IN TESTIMONY WHEREOF, the parties hereto have set their hands as of the day and year first above written.

GRANTEE

By


Jesse Moan

By


Teresa Moan

GRANTOR

Economic Development Authority of
Brooklyn Center, Minnesota

By:

Its: President

By:

Its: Executive Director

AGENT:

Kennedy & Graven, Chartered

By

Its

Locational Map: 3606 61st Ave North



3/3/2019, 1:03:48 PM

1 inch = 188 feet

Residential Labels

Building
Footprint

Addresses



Parcels

Highways

Streets

----- Road Edge

City Parks

City Parks

Resolution Approving the Acquisition of 3606 61st Avenue North



EDA of Brooklyn Center, 3/11/2019
Brett Angell, Business and Workforce Development Specialist

3606 61st Avenue North

- Single-Family Residential Property
 - Existing home built in 1955
- Current Zoning: R1 Single Family
- Total Acreage: 0.33
- Owners: Jesse and Teresa Moan
- Neighboring Land Uses:
 - North: The Sanctuary Senior Living Facility
 - East: Vacant (EDA-owned Properties)
 - West: Wangstad Park
 - South: Single-family residential



Current Site Photograph



3

Acquisition Details

- Total Acquisition Price: \$194,000
 - Property purchase price: \$190,000
 - Moving Expenses: \$4,000
- Seller would be responsible for previous assessments/taxes
- Sellers would have ability to take items (i.e. appliances)
- Sellers would have the ability to leave unwanted items (i.e. furniture)



4

Acquisition Details - Continued

- Exhibit B – Sellers would have the ability to stay in home past closing
 - Establishment of a \$1,000 escrow account
 - Allowed until May 19th, 2019
 - No rent charged during this time.
- If approved, closing to occur on Monday, March 18th



5

Future Property Usage

- Property would be included in Coalition Development multi-family project
 - City has a current PDA with Developer for 3 EDA-owned sites to the East.
- Developer would be responsible for the demolition.
- Allows for the creation of additional units.



6

EDA Action Requested

- Consider a Resolution Approving the Acquisition of Certain Property located at 3606 61st Avenue North.



EDA ITEM MEMORANDUM

DATE: 3/11/2019

TO: Curt Boganey, City Manager

THROUGH: Meg Beekman, Community Development Director

FROM: Brett Angell, Business and Workforce Development Specialist

SUBJECT: Resolution Approving and Authorizing the Execution of a Letter of Intent to Sell the Property Located at 1601 James Circle

Background:

CRE Partners, representatives for the prospective buyer, have submitted an offer and letter of intent to purchase property located at 1601 James Circle, which is currently owned by the Economic Development Authority of Brooklyn Center. The potential buyer of the property is Local 292 IBEW. IBEW is the local electrical workers union currently based out of Minneapolis. IBEW is a membership-based organization of electrical workers with thousands of members. The organization provides services to their current members as well as training and development for new members.

The property, 1601 James Circle, is a total of 4.93 acres and is currently zoned C2 and is guided as Business Mixed Use in the 2040 Comprehensive Plan. The property has high visibility from I-94 and is neighbored by the FBI Regional Office, hotels, restaurants, and other similar uses. This property was discussed at length at the February 11th EDA/Council Worksession. The property is located within the federally designated Opportunity Zone. The buyer has indicated that they do not anticipate seeking Opportunity Zone funding for this project.

The offer for the property is for a purchase price of \$1,007,754 cash (no financing), which is approximately \$4.69 per square foot, for an office and private event/meeting space. The offer is below the assessed land market value for all of the surrounding properties on a price per square foot bases. The neighboring properties range between \$6.15 per square foot to \$8.52 per square foot. Staff believes the value of this property falls in the range of \$8.00 to \$8.15 per square foot.

The letter of intent also indicates that the City would be responsible for obtaining a Phase I environmental assessment on the property, and covering the commission on the sale for the buyer's broker at a cost of \$30,232.

The purchaser has stated that they will explore additional public subsidy, such as tax increment financing, but has not been determined if it will be pursued at this point.

The intended development for this offer would be to construct a single story office building of approximately 21,000 square feet surrounded by approximately 220 to 230 parking spaces. Conceptual layout drawings for the site are attached. This use is consistent with the current zoning and future land use guidance of the property. The purchaser of the property would be the sole user of the space.

The building would include offices for 16 full-time employees with 2 additional spaces for project staff increases. All of the employees are currently employed by the buyer and would be relocated from the Minneapolis office. An additional 10-15 workers would be moved into this location after 2023. Monthly meetings and occasional events through out the year would take place with the total number of attendees per

event ranging from 100-300 attendees. The facility would also be open to potentially hosting meetings and events for outside groups such as, boy scouts, other non-profits, and other similar organizations. A preliminary design of the interior and exterior of the building is attached for review. The organization is a statewide non-profit with a large membership base.

The EDA's Attorney recommends that the EDA take an action regarding the Letter of Intent; either to approve or deny. If the EDA accepts the offer and signs the Letter of Intent to sell the property, a purchase agreement will be drafted. The approval of a purchase agreement would be accompanied with a public hearing at a future EDA meeting.

Options

- Accept the Letter of Intent
- Deny the Letter of Intent and not move forward
- Deny the Letter of Intent and direct staff to renegotiate the terms

Budget Issues:

There are no budgetary issues to consider at this time.

Strategic Priorities and Values:

Targeted Redevelopment

Commissioner _____ introduced the following resolution and moved its adoption:

EDA RESOLUTION NO. 2019-_____

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A
LETTER OF INTENT TO SELL THE PROPERTY LOCATED AT 1601
JAMES CIRCLE

WHEREAS, the Economic Development Authority of the City of Brooklyn Center, Minnesota (“EDA”) is authorized pursuant to Minnesota Statutes, Sections 469.090 to 469.1081 to acquire and convey real property and to undertake certain activities to facilitate the development of real property by private enterprise; and

WHEREAS, the EDA has been approached by a potential purchaser, (“Purchaser”) interested in purchasing the property the EDA owns at 1601 James Circle, consisting of approximately 4.93 acres (the “Property”) for the purposes of constructing a 25,000 square foot office building; and

WHEREAS, the Purchaser is proposing to enter into a letter of intent (“LOI”), which is incorporated herein by reference, with the EDA proposing to sell the Property on terms that include the following:

1. A purchase price of five hundred thousand dollars (\$1,007,754.00) cash, including earnest money of \$10,000.00;
2. A one hundred and twenty (120) day feasibility period during which the Purchaser is to determine whether development of the Property as the Purchaser proposes is feasible (“Due Diligence Period”);
3. A closing date of fifteen (15) days after Due Diligence Period has ended, which can be extended up to forty-five (45) days if elected by Buyer to resolve title and survey issues, if any;
4. An exclusive negotiating period in which to negotiate and execute a contract of sale, and during which the EDA will not market or negotiate the sale of the Property to others;
5. A provision indicating that the LOI and the contract of sale is fully assignable associated with the Purchaser; and
6. A provision indicating the LOI is withdrawn if not fully executed by a date certain; and

WHEREAS, the EDA and Purchaser both acknowledge and agree the terms of the LOI are

EDA RESOLUTION NO. _____

not binding, that the parties will instead work to negotiate the terms of a binding purchase agreement for the sale of the Property, and that the EDA must conduct a public hearing on the proposed sale before it can approve a proposed purchase agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Economic Development Authority of Brooklyn Center, Minnesota (“Board”) as follows:

1. The Board hereby approves the LOI with the Purchaser regarding the sale of the Property.
2. The EDA President and Executive Director are authorized to execute the LOI on behalf of the EDA.
3. EDA staff and officials are authorized to negotiate the terms of a purchase agreement with the Purchaser regarding the sale of the Property and the proposed purchase price note for review and approval by the EDA after conducting a public hearing on the proposed sale.

March 11, 2019

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.



Mr. Brett Angell
City of Brooklyn Center

RE: Letter of Intent to Purchase – 1601 James Circle

Dear Brett:

The following is a Letter of Intent (LOI) that expresses the interests of IBEW and/or assignees to purchase the above-mentioned real property. If the following terms and conditions are suitable, we are in a position to proceed with a formal Purchase Agreement. We respectfully request a response to this Letter of Intent no later than 5:00 pm CST, Mon February 18th.

LETTER OF INTENT – PURCHASE

Seller:	Economic Development Authority of Brooklyn Center
Buyer:	IBEW Local No. 292 and/or assignees
Property:	The real estate of approximately 4.93 acres located James Circle, Brooklyn Center, MN (Tax ID No. 3511921410021),
Purchase Price:	\$1,007,754 – Cash (No Financing) Earnest money deposit is \$10,000 to be deposited with Title Company. Deposit is refundable to Buyer in the event the escrow does not close, unless failure to close is the result of default by Buyer under the agreement.
Closing:	Fifteen (15) days after the Due Diligence Period has ended.
Condition:	Buyer agrees to accept the premises in an “As-Is” condition, but subject to Seller’s disclosures, representations and warranties. Inspections will be assisted by Seller making disclosures, representation and warranties, which include but not limited to: condition of title, pending or historical legal actions and hazardous materials conditions.

Seller's Title:

Within 5 days after executing the Purchase Agreement, Seller will deliver to Buyer a commitment for an owner's policy of title insurance. Buyer will pay for the title policy at closing and for the cost of the commitment and any endorsements. The parties will agree to extend closing for up to forty-five (45) if elected by Buyer to resolve title and survey issues. Seller will convey fee simple marketable title to Buyer free and clear of all liens, encumbrances and other matters.

Inspection Period & Contingencies:

Buyer shall have On Hundred Twenty (120) days from the latter of 1) the execution of a Purchase Agreement or 2) Seller's delivery of all documents to determine, in Buyer's sole discretion, the suitability and feasibility of the Property for Buyer's intended use (Due Diligence Period). Buyer's contingencies include:

1. Title: Seller to provide legible copies of all documents, plotted easements, current ALTA surveys and preliminary commitment for title insurance. Within 15 days after executing the Purchase Agreement Seller will provide Buyer an updated ALTA survey of the property and improvements.
2. Environmental: Within 30 days after executing the Purchase Agreement Seller shall provide updated Phase I environmental reports. Any additional environmental reports, if necessary, will be the responsibility of the Seller. Any disclosure letters and/or off-site determinations from MPCA, if in Seller's possession, shall also be provided.
3. Documents: Within 5 days after executing the Purchase Agreement, Seller to provide Buyer copies of all available documents pertaining to environmental reports, geotechnical reports, tax statements, Leases, operating agreements, notices from any governmental authorities, Permits, and other documentation in the control of Seller pertaining to the property.
4. Regulatory Approvals: Buyer, at its expense and with the cooperation of Seller, will be responsible for obtaining all regulatory approvals needed for Buyer's intended use, at Buyer's sole discretion.

In the event the above-mentioned contingencies are not satisfied within the due diligence period to Buyer's satisfaction, Buyer may elect to terminate the Purchase Agreement. If terminated, all earnest money shall be refunded to Buyer and neither party shall have any further obligations.

Prorated/Closing Costs:

Seller will pay for a title insurance commitment and Buyer will pay the insurance premium. Seller will pay transfer taxes, state deed taxes

and real estate commissions. Buyer to pay recording costs for the deed. Seller to pay all recording costs to make title marketable. Escrow fees to be split 50/50. Property taxes to be paid current and prorated as of the date of closing. Any outstanding assessments to be paid by the Seller. All other items to be determined/negotiated, but generally based upon custom and practice.

Broker: CRE Partners represents Buyer and _____ represents Seller. CRE Partners shall be paid a commission at closing equal too: 3%. All commissions will be paid by Seller.

Purchase Agreement: Buyer will prepare a draft of the Purchase Agreement within fifteen (15) business days of execution of the LOI, to be reviewed, negotiated in good faith and executed by the parties.

Marketing: Upon execution of this LOI, Seller will remove the property from the market and move forward exclusively with Buyer on a Purchase Agreement.

This letter is intended only to express the intent of the parties to sell and purchase the Property and is not to be construed as an offer to purchase or sell; it being understood that this letter is not legally binding upon either Buyer or Seller and either party has the right to terminate discussions or negotiations for any reason prior to signing the Purchase Agreement.

If the terms of this summary are acceptable, please sign in the space provided below. Please call me if you have any questions or comments regarding the above.

Sincerely,

Eric Riemer
President
CRE Partners
612.730.4631
eric@creminnesota.com

AGREED & ACCEPTED: SELLER

By: _____

Its: _____

Date: _____

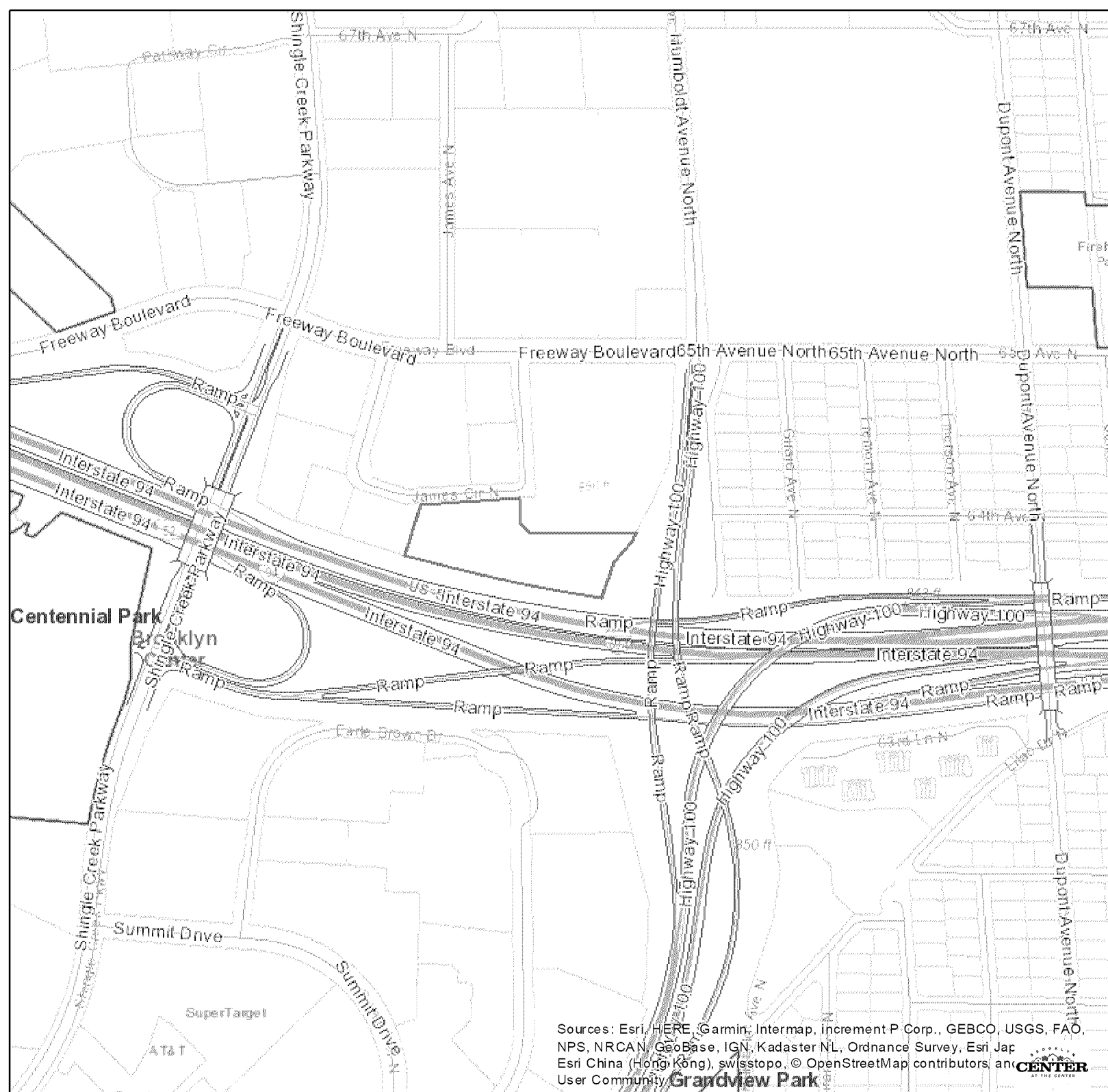
AGREED & ACCEPTED: BUYER

By: _____

Its: _____

Date: _____

Locational Map: 1601 James Circle North



Residential
Labels

Highways

Streets

City Parks

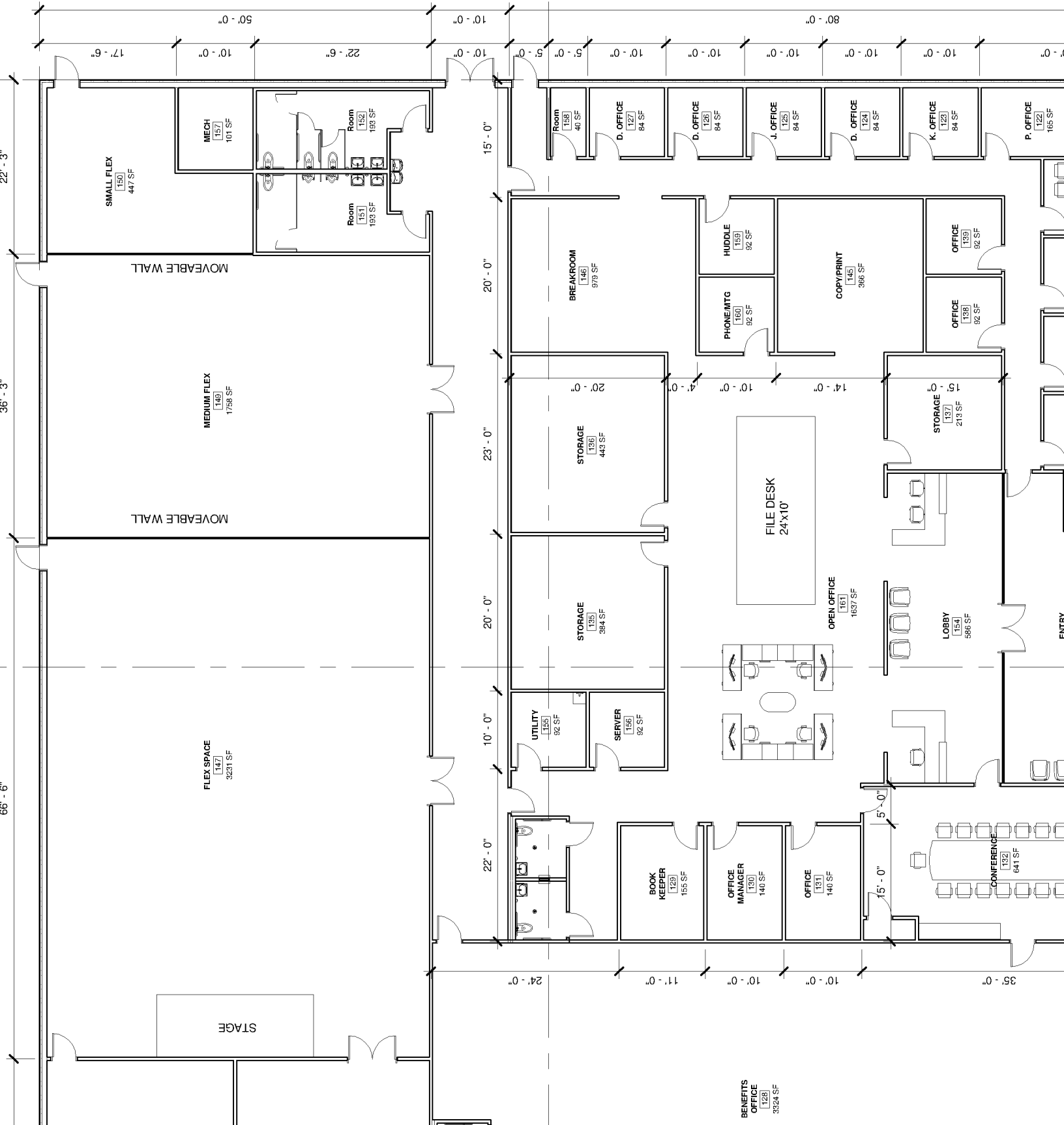
Parcels

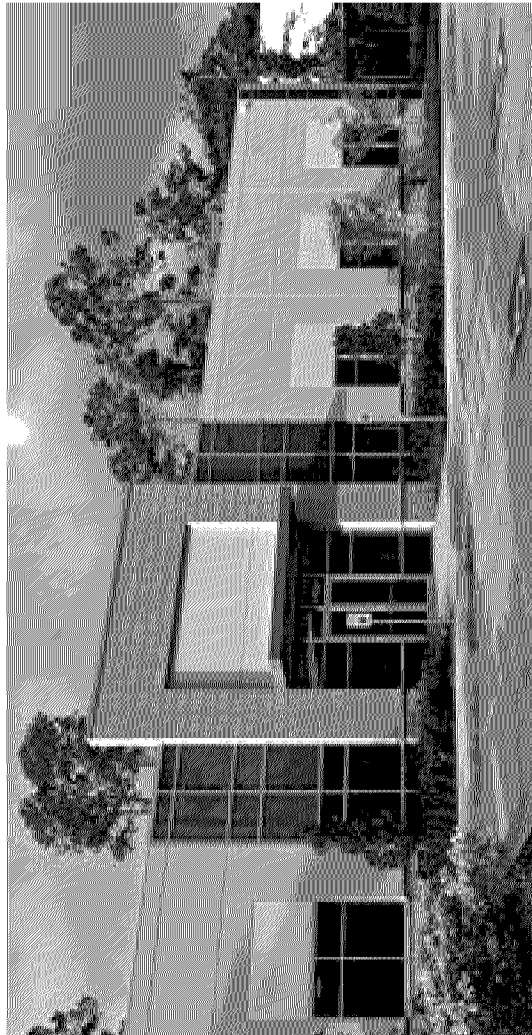
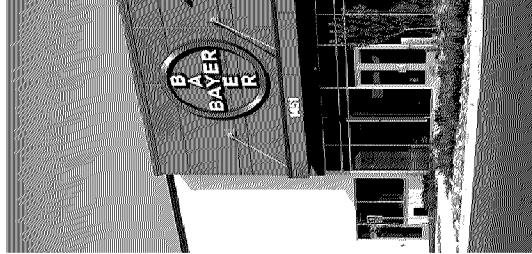
FLOODPLAIN EXTENTS



IBEW PF
FLOOR PLAN
TOTAL SF = 21,000

DESIGN NOTES:





Letter of Intent to Sell EDA- Owned Property: 1601 James Circle



EDA of Brooklyn Center, 3/11/2019
Brett Angell, Business and Workforce Development Specialist

1601 James Circle

- Size: 4.93 Acres (214,718 sq ft)
- Zoning: C2 Commerce
- Land Use Guidance: Business Mixed Use
- Current Use: Vacant
- Former Use: Restaurants
- Neighboring Land Uses:
 - Office, Hotel, Restaurant, Commercial



1601 James Circle - Aerial Image



3

1601 James Circle – Additional Info

- Total amount invested in the property: \$2,880,160
 - Purchase of Olive Garden: \$1,025,295
 - Purchase of Cracker Barrel: \$1,825,000
 - Demolition: \$26,865
- Properties were re-platted with the FBI office and combined into 1 lot.
- Median land value of neighboring properties: \$8.20/sf
 - Ranges from \$6.15 to \$8.52/sf based on Hennepin County assessments



4

Offer Details

- Offer Amount: \$1,007,754 – Cash (No Financing)
 - Approximately \$4.69 per square foot.
- Buyer: IBEW Local No. 292: Electrical Workers Union
- City would be required to obtain Phase I Environmental Assessment
- City would be required to pay sale commissions (\$30,232.62)
- Proposed Use: Office/Private Event Space



5

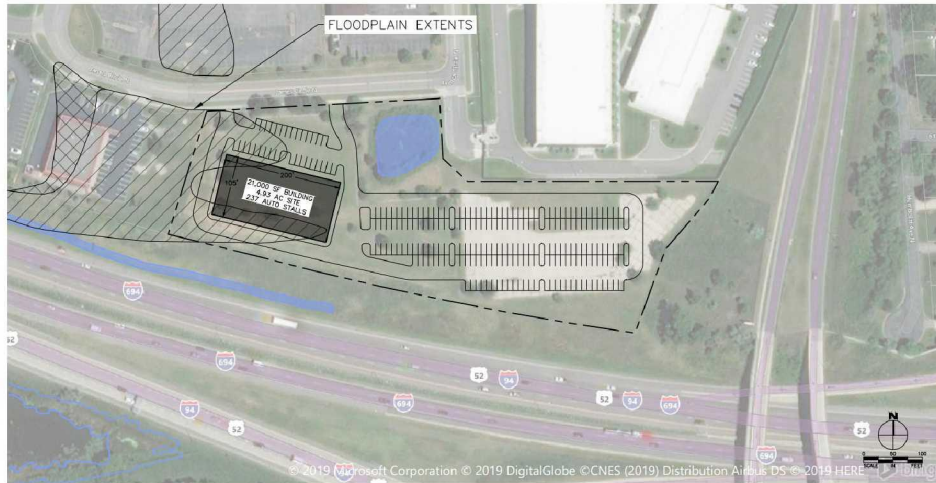
Proposed Use - Details

- 21,000 square foot single-story office building with approximately 237 parking stalls.
 - Concept Site Plan on the following slide
- IBEW would be the owner/occupier of the space.
- 16 full-time employees with the potential to add 10-15 additional employees.
- Consistent with zoning and future land use guidance



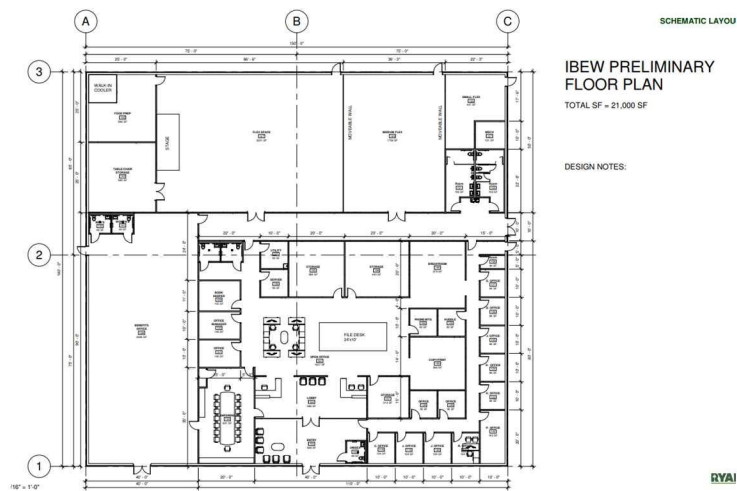
6

Concept Site Plan



7

Sample Floor Plan



8

Exterior Examples



9

EDA Action Requested

- Consider a resolution approving and authorizing the execution of a letter of intent to sell the property located at 1601 James Circle.
- Options:
 1. Accept the Letter of Intent (Approve the resolution)
 2. Deny the LOI and not move forward (Deny the resolution)
 3. Deny the LOI and direct staff to renegotiate the terms (Deny the resolution and provide direction to staff on desired new terms)



10

**Council/EDA Work
Session**

City Hall Council Chambers
March 11, 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. Business Subsidy and City Public Financing Policy Discussion
2. Brooklyn Center Beautification and Public Art
3. Consider a Scope of Services for Professional Planning Services with Bolton & Menk and Provide Direction
4. City Snow Plowing Priority Routes

PENDING LIST FOR FUTURE WORK SESSIONS

1. Pending Items
 - Cities United Update
 - Livable Wages - 4/22
 - Inclusionary Housing Recommendations
 - On-Street Parking Conditions - 3/25
 - Public Subsidy Policy discussion with Ehlers Consulting - 4/8, 5/13
 - Liquor Establishment Fines - 3/25
 - Discussion on Ordinance process - 4/22

MEMORANDUM - COUNCIL WORK SESSION

DATE: 3/11/2019

TO: Curt Boganey, City Manager

THROUGH: N/A

FROM: Meg Beekman, Community Development Director

SUBJECT: Business Subsidy and City Public Financing Policy Discussion

Recommendation:

- Consider a presentation from Stacie Kvilvang, Ehlers and Associates, the City's Public Finance Consultant, on developing a Business Subsidy & City Public Financing Policy

Background:

The City has an existing Business Subsidy Policy; however, it is narrow in scope and does not include many elements that can be useful in guiding policy decisions about the use of public subsidy for development projects, and significant business subsidy requests.

In order to develop a more robust, useful, and clear Public Subsidy Policy, staff has asked Ehlers and Associates, the City's public finance consultant, to take the City Council through a series of discussions that will identify clear parameters for the use of public subsidy.

The first discussion will be a brief presentation from Ehlers, which will provide background information and an overview of public finance policies. Ehlers will introduce homework, which they will ask each member of the City Council to complete by March 25.

The second discussion is planned to take place at the April 8, City Council work session and will involve a more in-depth discussion among the Council members regarding their responses to the homework and their values around the use of public subsidy.

The third discussion will take place at a work session in May and will give Ehlers an opportunity to present a draft Public Subsidy Policy which responds to the Council's direction from the previous meeting. The Council will have an opportunity then to react to and provide input on the draft Policy.

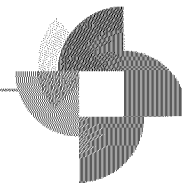
Ehlers and Associates has provided a brief memo, which is attached, that provides additional background on Public Finance Policies. They will go over this information in more detail at the work session.

Policy Issues:

Ehlers and Associates staff will outline in detail the policy issues related to this topic during the work session discussion.

Strategic Priorities and Values:

Targeted Redevelopment



Memo

To: Meg Beekman –Community Development Director
From: Stacie Kvilvang & Jason Aarsvold - Ehlers
Date: January 23, 2019
Subject: Public Finance Policy

Public Finance Policies are largely comprised of two (2) elements:

1. Provisions that ensure the City is complaint with the Minnesota statutes related to business subsidies (116J.993 – 116J.995); and
2. Locally established criteria for providing assistance

The main statutory requirements include (i) assistance to commercial/industrial/office development with assistance of \$25,000 or more (housing is exempt as are most redevelopment projects), (ii) number of jobs to be crated, and (iii) wage floor for jobs created (stated in a dollar amount or formula that generates specific dollar amount). At minimum, the City needs to develop a policy containing criteria that addresses these items. This policy must be approved after a public hearing.

Once the policy is approved, the City may grant individual business subsidies for specific projects. For projects receiving assistance of \$150,000 or more, the City must hold a public hearing. In all cases, any assistance defined as a business subsidy will require a Business Subsidy Agreement. The Business Subsidy Agreement outlines the amount and public purpose of the subsidy, job and wage goals, requirements for continued operation, and recapture requirements (if goals are not met). These elements will automatically be incorporated into the City's new Public Finance Policy to ensure full compliance with the business subsidy statutes.

Other public financing best practices that many cities include in their Policy that we assume Brooklyn Center may also want to consider are:

1. Developer has provided a development proforma that shows the financing gap (but for test) and the gap has been verified by City staff or their Municipal Advisor
2. Development will conform to all city zoning, comprehensive plan and planning requirements
3. All projects will meet design standards
4. Developer has past development/redevelopment projects of similar type/scope and the financial ability to complete the project

5. Any TIF or abatement assistance is in the form of Pay-As-You-Go
6. Assistance will only be provided to projects that provide the highest and best use of the property
7. In TIF districts, Fiscal Disparities will be paid within the TIF district (no impact on other property owners)
8. All developers will pay applicable application fees and pay for fiscal and legal advisor time
9. No assistance will be given for overpayment of land
10. Just because an applicant meets any and/or all criteria doesn't mean assistance will be granted

Any of the above referenced basic assumptions can be changed, deleted and/or others added if staff or the Council/EDA deem appropriate.

To begin the process of preparing the remaining portion of the Policy (local criteria), staff needs to determine priorities of the City Council/EDA on wage floor, job goals and the projects for which they want to provide assistance and what criteria, if any, should be taken into consideration.

In addition, there are other issues to consider and discuss as follows:

1. What does the City Council/EDA want to accomplish in providing public assistance (i.e. clean up of polluted or blighted sites, tax base increase, intensity of land use, targeted sector recruitment, preservation of primary retail nodes/corridors, etc.)?
2. Will priority be placed upon City redevelopment goals (i.e. Opportunity Site, etc.)?
3. How much flexibility does the City/EDA want in a policy (i.e. do you want to have definitive yes or no's)
4. Is there any use or development that the City/EDA would not consider providing assistance to?
5. Will the City ever waive fees (i.e. park dedication, building permits, etc.)?
6. Should the number of years of assistance be limited (less than statutory maximum); and
7. What is the criteria that should be reviewed and/or weighted to determine if assistance should be provided

Please contact Stacie at 651-697-8506 or Jason at 651-697-8512 with any questions.



CITY OF BROOKLYN CENTER

Finance Policies Manual

Business Subsidy Policy (*City Council Code of Policies Section 2.61*)

The following business subsidy policy is intended to satisfy the requirements of Minnesota Statutes, Sections 116J.993 and 116J.994 (the "Act"), in particular, Section 116J.994, subdivision 2, thereof. Terms used but not defined herein have the meaning given them in the Act. The term "City" shall mean the City of Brooklyn Center. The term "Project" means the property with respect to which the Business Subsidy is provided.

1. Mandatory Criteria

All Projects must comply with the following criteria:

A. But For Test

There is a substantial likelihood that the Project would not go forward without the Business Subsidy. This criterion may be met based solely on representations of the recipient of the Business Subsidy.

B. Wage Policy

If the Project results in an obligation to create new jobs pursuant to a subsidy agreement, the wage for each part-time and full-time job required to be created pursuant to the subsidy agreement shall, within two years of the benefit date, pay at least \$7.00 per hour.

C. Feasibility

The recipient must demonstrate to the satisfaction of the City that the Project has been adequately financed and either has been or will be completed in a timely fashion.

D. Compliance with Act

The Business Subsidy must satisfy all requirements of the Act.

2. Evaluative Criteria

The following criteria recognize that the award of a Business Subsidy may serve a variety of public purposes of varying importance depending upon the specific Project facilitated by the Business Subsidy. The degree of importance to be attached to various public purposes which may be served by a particular Project must therefore involve the exercise of sound judgment after weighing all relevant criteria. Not all evaluative criteria will be applicable to all projects.

In any event, the City may disregard any evaluative criterion it determines to be either irrelevant or unimportant in the case of the particular project, as permitted by the Act.

The evaluative criteria are as follows:

A. Jobs

The number of full-time equivalent jobs to be created or retained by the proposed Project for a period of at least two years from the estimated benefit date.

B. Tax Base

The net increase in property taxes estimated to be generated by the Project in the first full year of operation.

C. Services to the Community

Whether the Project will provide services or facilities needed in the community, for example, the Project may provide needed health care services, commercial facilities, or other services or facilities needed in the community.

D. Blighted Property

Whether the Project is located on property which is, or is likely to become blighted, and is not likely to be developed or redeveloped because of the blight or other adverse conditions.



CITY OF BROOKLYN CENTER

Finance Policies Manual

E. Design and/or Other Amenity Concessions

Whether, as a result of the Business Subsidy, the Project will include design and/or amenity features not otherwise required by law.

F. Compatibility

Whether the Project is compatible with the comprehensive plan.

G. Utilization of Existing Infrastructure Investment

Whether and to what extent the Project will utilize existing public infrastructure capacity or will require additional publicly funded infrastructure.

H. Leveraged Public Funds

The ratio of private funds which will be applied towards the capital cost of the project compared to the Business Subsidy.

I. Other Factors

Depending on the nature of the Project, such other factors as the City may deem relevant in evaluating the Project and the Business Subsidy proposed for it.

Reference: City Council Resolution No. 2000-20

MEMORANDUM - COUNCIL WORK SESSION

DATE: 3/11/2019

TO: Curt Boganey, City Manager

THROUGH: N/A

FROM: Dr. Reggie Edwards

SUBJECT: Brooklyn Center Beautification and Public Art

Recommendation:

- It is recommended that the City Council receive and observe a presentation of an update of the Brooklyn Center Beautification and Public Art Program planning process

Background:

In July 2018, the City Council received a presentation (PowerPoint Attached) from staff regarding a New City Initiative titled "Brooklyn Center Beautification and Public Art".

Staff identified several City needs which the initiative would help address including:

- Continue re-creating a sense of identity
- Provide a game plan for the beautification and public art implementation
- Coordinate beautification and ascetic efforts of the city (i.e. city government, resident, and businesses)
- Illuminate pride in the community
- Enhance community image
- Promote targeted redevelopment
- Forward resident economic stability
- Engage residents and businesses in the City
- Enhance economic development assets and opportunity

The Purpose of the program was to "Develop a five-year beautification and public art plan for the City". There two driving concepts for the program planning process including:

1. Engage residents and business owners to co-create and execute the program.
2. Engage residents and businesses to co-create structural, functional, and financial strategies to sustain the program.

In February 2019, the Council will hear a presentation to update the Council on the program recent and coming program planning activities. During the presentation the Council will hear:

- Introduction of the Forecast Inc. consulting group and a brief description of the kind of planning

work they do along with examples of plan documents from other projects.

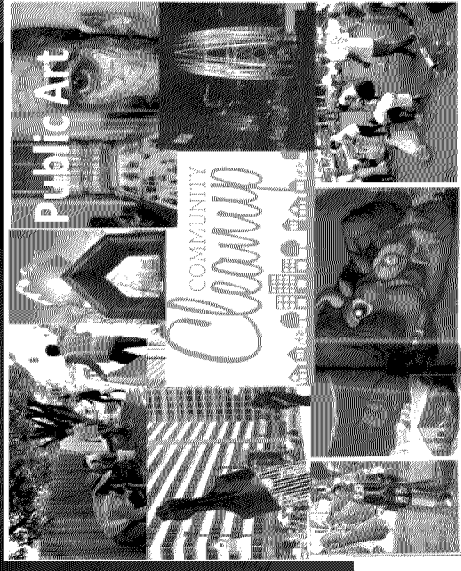
- Share a brief overview of the process and key deliverables.
- Share where we are now in the process of discovery and listening.
- Ask the Council to weigh in on what success might look like in a year or two (or more).
- Ask the Council if they would like to have a work session during the planning process.

Policy Issues:

Strategic Priorities and Values:

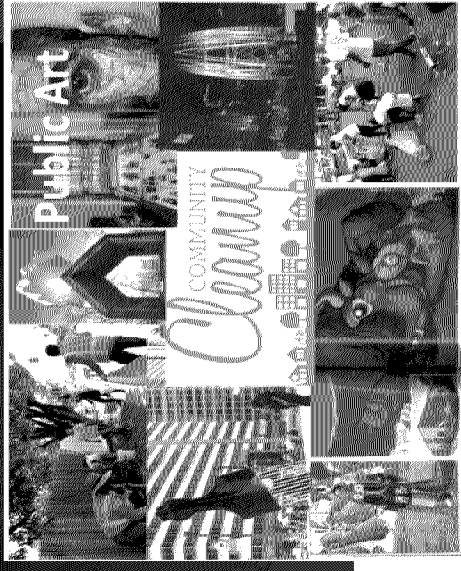
Enhanced Community Image, Inclusive Community Engagement

Recommendation



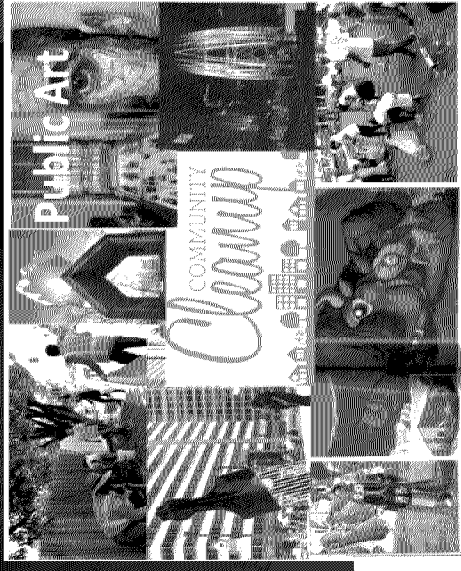
- It is recommended the City Council receive a presentation on a new City initiative titled "Brooklyn Center Beautification and Public Art Program".

The Need



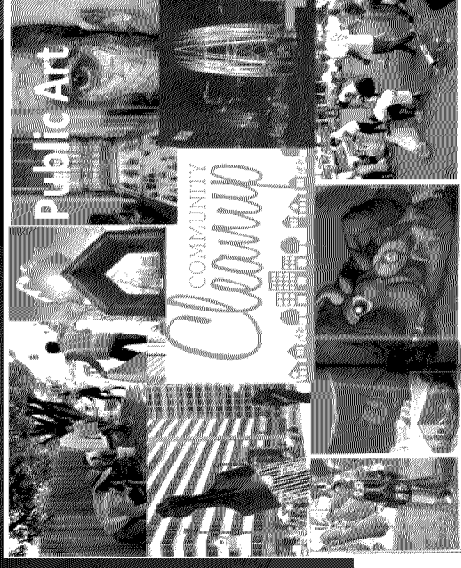
- ▶ The Need
- ▶ Principles
- ▶ Program Purpose
- ▶ General Program Concept
- ▶ Planning Process
- ▶ Demonstration Project Opportunity
- ▶ Budget and Timeline

The Need



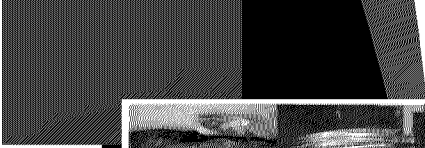
- ▶ Continue re-creating a sense of identity
- ▶ Provide a game plan for the beautification and public art implementation
- ▶ Coordinate beautification and ascetic efforts of the city (i.e. city government, resident, and businesses)
- ▶ Illuminate pride in the community
- ▶ Enhance economic development assets and opportunity

The Need



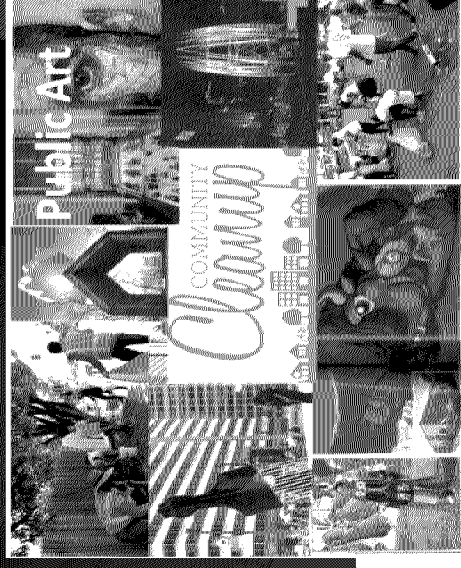
- ▶ Enhance community image
- ▶ Promote targeted redevelopment
- ▶ Forward resident economic stability
- ▶ Engage residents and businesses in the City

Principles



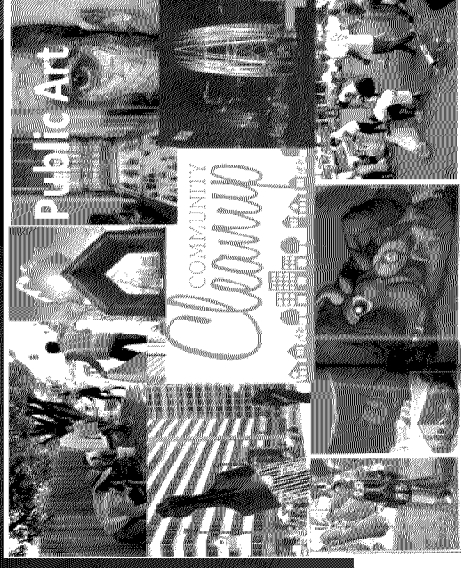
- 
- ▶ Plan for the long-term
 - ▶ Plan for sustainability of effort and product
 - ▶ Create opportunity for locally grown art/talent
 - Painters
 - Landscapers
 - Sculptures
 - Designers
 - Youth
 - ▶ Community engagement
- 

Program Purpose



Develop a 5-year beautification and public art plan with illustration examples by April 2018.

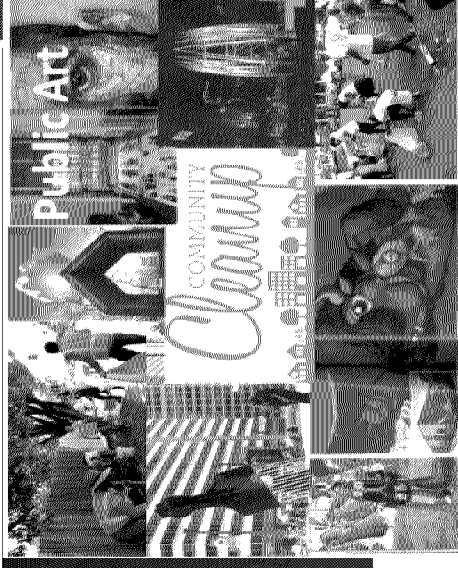
General Program Concept



City, engaged residents and business owners co-create and execute the BC Beautification and Public Art Program

City, engaged residents and business owners co-create structurally, functionally, and financially strategies for sustainability

General Program Concept



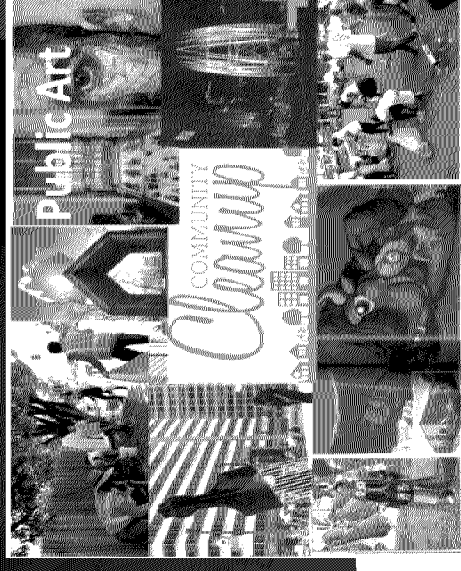
- ▶ City Gateways
- ▶ Business Districts
- ▶ Public Facilities
- ▶ Parks and Trails
- ▶ Neighborhoods
- ▶ Major City Corridors
 - Brooklyn Blvd
 - Bass Lake
 - Shingle Creek Pkwy
 - Highway 94
 - Highway 100

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City ordinances, programs and/or policies pertaining to beautification and public art design principles

Funding strategies for implementing and sustaining the plan

Planning Process

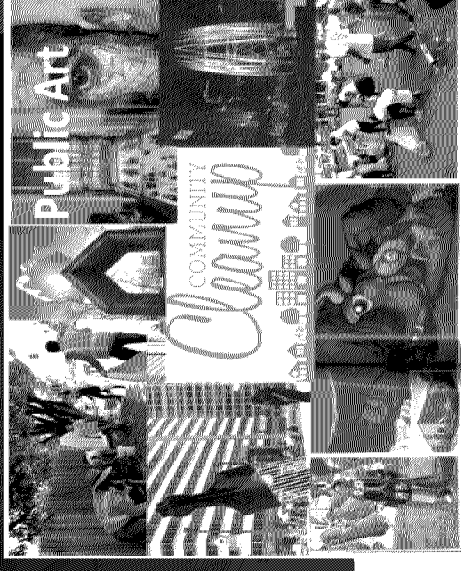


1. DISCOVERY

This step involves conducting a review of relevant plans, studies and local histories. It also will seek program development opportunities that align with the City's strategic direction and branding.

- ▶ Plans - city's vision, priorities, initiatives, economic development, parks and recreation plans, water management, corridor and business district development, tourism activities, K-16 and higher education, and senior/aging resources
- ▶ Site visits City programs such as Weed Control, Parks and Facilities Maintenance Programs, Citywide Clean-up, Landscape and Garden Spotlight, and City Bulky Waste Curbside Collection.
- ▶ Marketing and promotional materials
- ▶ Collect data about potential stakeholders and partners

Planning Process

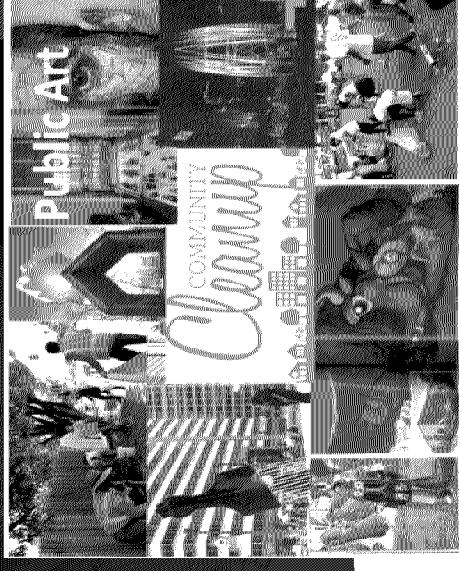


2. ENGAGEMENT

The planning process and program will be community based; thereby, there will be multiple values inherent in the planning process that will invite and encourage community engagement.

- ▶ City Events
- ▶ City Partner's Events
- ▶ Community and Cultural Events
- ▶ Focus Groups
- ▶ Community Engagement in a Box* (with help from Block Club Leaders)
- ▶ Public forum

Planning Process



3. REVEAL

Community-based beautification program designs provide active synergy as a source of pride, care and sustainability for the City's beauty.

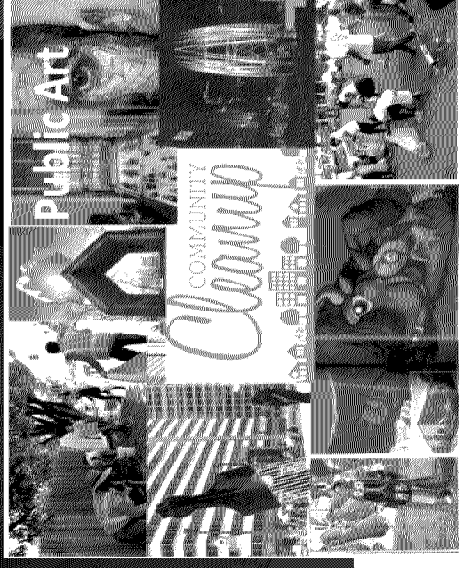
Neighborhood dialogues will be used to generate ideas on how residents and businesses help coordinate and actively participate in the cleanliness of properties, the manicuring of property landscapes and building upkeep will provide the foundation for city beautification actions.

4. PLANNING INFRASTRUCTURE

A steering committee made up of staff and community leaders will assist in conducting interviews of residents and community leaders, as well as, serve as an advisory group during the process.

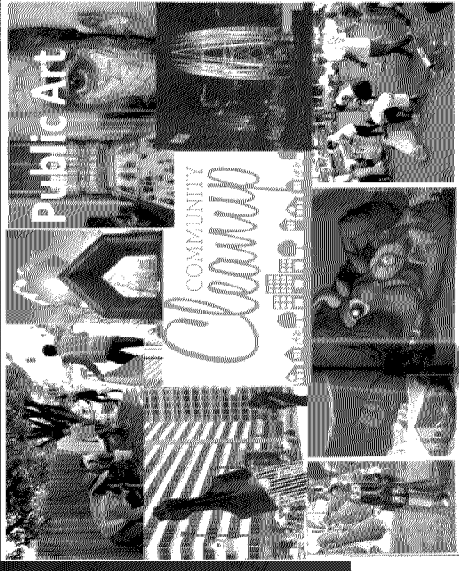
Customized beautification efforts and artworks can become activities and visual landmarks enhancing these experiences. In the process, the clues people currently employ to find their way around and think about Brooklyn Center will start with Public Art Overlay Map.

Planning Process (Report Continued)



- Overview of public art field (plus current trends and critical issues)
- A list of ways public art and good design can serve City's goals, and plan objectives
- Brief history of Brooklyn Center with images of art or landmarks, people (context about arts, culture, city planning and evolving demographics)
- Summary of Findings (and story of community engaged process)
- Overview of Existing City Beautification Programs
- Create a Vision for Brooklyn Center Beautification and Public Art Plan for the next five years, and indicate how the program relates to other plans and initiatives
- Summary of Beautification Neighborhood, Business and Community Beauty Program Designs

Planning Process (Report Continued)



Public Art Overlay Map with Precedent Images (with a focus on the four core areas)

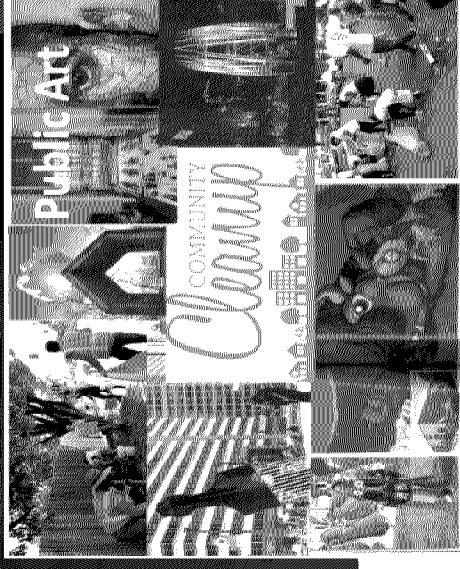
Summary of Assets, Opportunities, and Challenges

List of best practices and recommended educational activities

Recommendations for infrastructure, governance, policies, program management, and funding strategies

Recommendations and strategies to help ensure community stewardship of public spaces (for example, mechanisms for residents to take actions, community-engaged art projects that help modify behaviors, engage media in public education, offer incentives, steward excellence, etc.)

Planning Process (Report Continued)

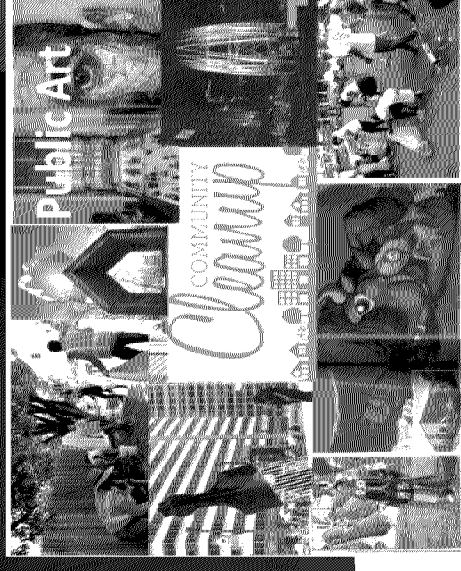


Short-term Work Plan and Communications Strategies for the City to move the Plan forward, plus key goals for each of the subsequent years of the plan

Recommendation for criteria to help City prioritize projects to complement, create incentives and work in tandem with private sector partners

Appendices: A variety of related documents, including comparative city data; sample RFQs, contracts, copyright information, maintenance handbook, etc.

Demonstration Project Opportunity



The City has been planning for the replacement of its old and the installation of new city banners for the past year. Replacement and new installation of city banners serve as an opportunity to put the values and intentions of the Brooklyn Center Beautification and Public Art Program into practice.

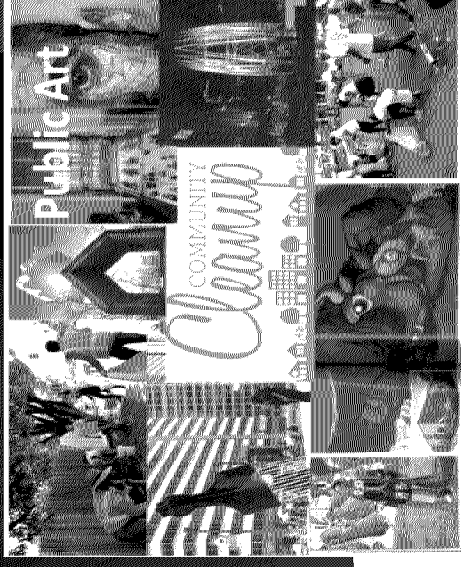
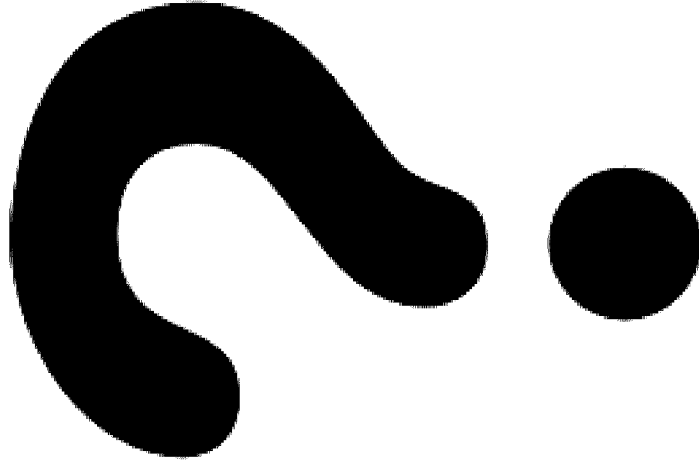
This project will involve engaging the steering committee, partners of the City and School Art community and other key stakeholders in developing an artful Street Banner Project. The project will also involve working with High School students in the fall of 2018 to design the banners.

Planning Process Timeline

	2018					2019		
	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr
Phases								
Research								
Development								
Implementation								
Monitoring & Evaluation								
Dissemination Project								
Summary								

Program development will cost are projected to range from \$60,000 - \$73,000. Components of research, engagement, inventorying, illustrative design, reporting, presenting, and development of demonstration projects. The consultant will also provide

Questions



Brooklyn Center Beautification and Public Art Program Scoping Plan



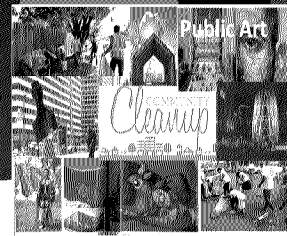
Recommendation



- It is recommended the City Council receive a presentation on a new City initiative titled "Brooklyn Center Beautification and Public Art Program".



The Need



- ▶ The Need
- ▶ Principles
- ▶ Program Purpose
- ▶ General Program Concept
- ▶ Planning Process
- ▶ Demonstration Project Opportunity
- ▶ Budget and Timeline



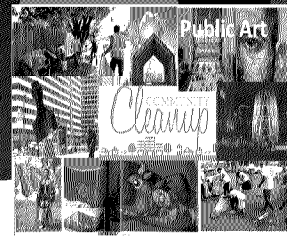
The Need



- ▶ Continue re-creating a sense of identity
- ▶ Provide a game plan for the beautification and public art implementation
- ▶ Coordinate beautification and ascetic efforts of the city (i.e. city government, resident, and businesses)
- ▶ Illuminate pride in the community
- ▶ Enhance economic development assets and opportunity



The Need



- ▶ Enhance community image
- ▶ Promote targeted redevelopment
- ▶ Forward resident economic stability
- ▶ Engage residents and businesses in the City



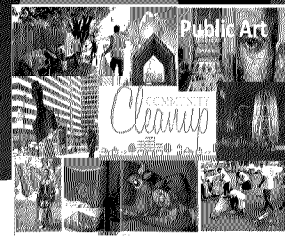
Principles



- ▶ Plan for the long-term
- ▶ Plan for sustainability of effort and product
- ▶ Create opportunity for locally grown art/talent
 - Painters
 - Landscapers
 - Sculptures
 - Designers
 - Youth
- ▶ Community engagement



Program Purpose



Develop a 5-year beautification and public art plan with illustration examples by April 2018.



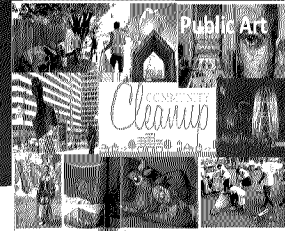
General Program Concept



- ▶ City, engaged residents and business owners co-create and execute the BC Beautification and Public Art Program
- ▶ City, engaged residents and business owners co-create structurally, functionally, and financially strategies for sustainability



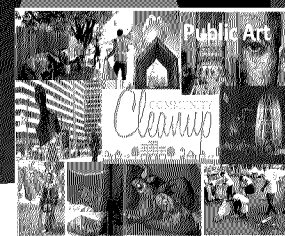
General Program Concept



- ▶ City Gateways
 - ▶ Business Districts
 - ▶ Public Facilities
 - ▶ Parks and Trails
 - ▶ Neighborhoods
- ▶ Major City Corridors
 - Brooklyn Blvd
 - Bass Lake
 - Shingle Creek Pkwy
 - Highway 94
 - Highway 100



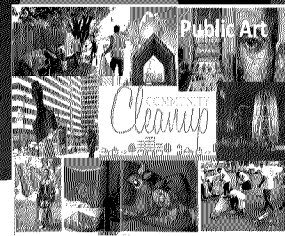
General Program Concept



- ▶ City clean-up and neighborhood beautification programs
- ▶ City ordinances, programs and/or policies pertaining to beautification and public art design principles
- ▶ Funding strategies for implementing and sustaining the plan



Planning Process



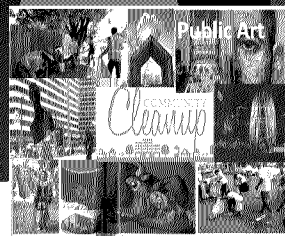
1. DISCOVERY

This step involves conducting a review of relevant plans, studies and local histories. It also will seek program development opportunities that align with the City's strategic direction and branding.

- ▶ Plans - city's vision, priorities, initiatives, economic development, parks and recreation plans, water management, corridor and business district development, tourism activities, K-16 and higher education, and senior/aging resources
- ▶ Site visits City programs such as Weed Control, Parks and Facilities Maintenance Programs, Citywide Clean-up, Landscape and Garden Spotlight, and City Bulky Waste Curbside Collection.
- ▶ Marketing and promotional materials
- ▶ Collect data about potential stakeholders and partners



Planning Process



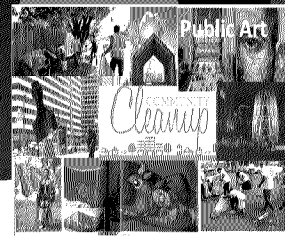
2. ENGAGEMENT

The planning process and program will be community based; thereby, there will be multiple values inherent in the planning process that will invite and encourage community engagement.

- ▶ City Events
- ▶ City Partner's Events
- ▶ Community and Cultural Events
- ▶ Focus Groups
- ▶ Community Engagement in a Box* (with help from Block Club Leaders)
- ▶ Public forum



Planning Process



3. REVEAL

Community-based beautification program designs provide active synergy as a source of pride, care and sustainability for the City's beauty.

Neighborhood dialogues will be used to generate ideas on how residents and businesses help coordinate and actively participate in the cleanliness of properties, the manicuring of property landscapes and building upkeep will provide the foundation for city beautification actions.

4. PLANNING INFRASTRUCTURE

A steering committee made up of staff and community leaders will assist in conducting interviews of residents and community leaders, as well as, serve as an advisory group during the process.

Customized beautification efforts and artworks can become activities and visual landmarks enhancing these experiences. In the process, the clues people currently employ to find their way around and think about Brooklyn Center will start with *Public Art Overlay Map*.



Planning Process



5. FINDINGS & VERIFICATION

At the midpoint of the planning process a progress report and presentation of the initial findings and recommendations will be given to the Task Force, City Council, and other appropriate groups.

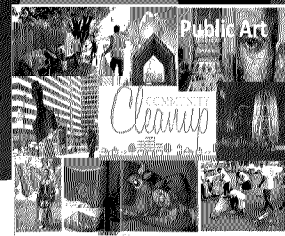
6. REPORT

Based upon the feedback and suggestions received from the Interim Report a final report will be drafted.

- ▶ Introductory Remarks by Brooklyn Center Mayor
- ▶ An Executive Summary
- ▶ Overview of public art field (plus current trends and critical issues)
- ▶ A list of ways public art and good design can serve City's goals and plan objectives
- ▶ Brief history of Brooklyn Center with images of art or landmarks, people (context about arts, culture, city planning and evolving demographics)



Planning Process (Report Continued)



- ▶ Overview of public art field (plus current trends and critical issues)
- ▶ A list of ways public art and good design can serve City's goals, and plan objectives
- ▶ Brief history of Brooklyn Center with images of art or landmarks, people (context about arts, culture, city planning and evolving demographics)
- ▶ Summary of Findings (and story of community engaged process)
- ▶ Overview of Existing City Beautification Programs
- ▶ Create a Vision for Brooklyn Center Beautification and Public Art Plan for the next five years, and indicate how the program relates to other plans and initiatives
- ▶ Summary of Beautification Neighborhood, Business and Community Beauty Program Designs



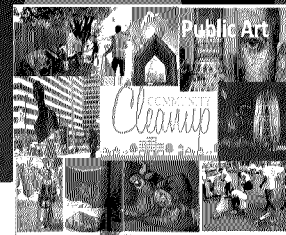
Planning Process (Report Continued)



- ▶ Public Art Overlay Map with Precedent Images (with a focus on the four core areas)
- ▶ Summary of Assets, Opportunities, and Challenges
- ▶ List of best practices and recommended educational activities
- ▶ Recommendations for infrastructure, governance, policies, program management, and funding strategies
- ▶ Recommendations and strategies to help ensure community stewardship of public spaces (for example, mechanisms for residents to take actions, community-engaged art projects that help modify behaviors, engage media in public education, offer incentives, reward excellence, etc.)



Planning Process (Report Continued)



- ▶ Short-term Work Plan and Communications Strategies for the City to move the Plan forward, plus key goals for each of the subsequent years of the plan
- ▶ Recommendation for criteria to help City prioritize projects to implement, create incentives and work in tandem with private sector partners
- ▶ Appendices: A variety of related documents, including comparative city data; sample RFQs, contracts, copyright information, maintenance handbook, etc.



Demonstration Project Opportunity



- ▶ The City has been planning for the replacement of its old and the installation of new city banners for the past year. Replacement and new installation of city banners serve as an opportunity to put the values and intentions of the Brooklyn Center Beautification and Public Art Program into practice.

This project will involve engaging the steering committee, partners of the City and School Art community and other key stakeholders in developing an artful Street Banner Project. The project will also involve working with High School students in the fall of 2018 to design the banners.



Planning Process Timeline									
Phases	2018					2019			
	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
Discover									
Engagement									
Reveal									
Planning Infrastructure									
Findings									
Report									
Demonstration Project									
Budget	Program development will cost are projected to range from \$60,000 - \$73,000 including components of research, engagement, inventorying, illustrative design, reporting and presenting, and development of demonstration projects. The consultant will also partner with								

Questions



MEMORANDUM - COUNCIL WORK SESSION

DATE: 3/11/2019

TO: Curt Boganey, City Manager

THROUGH: N/A

FROM: Meg Beekman, Community Development Director

SUBJECT: Consider a Scope of Services for Professional Planning Services with Bolton & Menk and Provide Direction

Recommendation:

- Consider a scope of services for professional planning services with Bolton & Menk and provide direction on how to proceed.

Background:

In November 2018, the City issued an RFQ for professional planning services to assist with a multi-faceted scope of work that would begin implementing the vision of the 2040 Comprehensive Plan as well as leverage current market forces occurring within the community. Staff felt that by combining multiple planning projects into a single scope of work the project vision could be accomplished more efficiently and with more broad reaching and meaningful community engagement.

The scope of work includes:

- Re-writing the City's zoning code to make it more accessible, functional, and responsive to the current and future needs of the community
- Create new zoning districts that would conform to and implement the newly created land use categories in the 2040 Comprehensive Plan
- Create a Brooklyn Boulevard Overlay District that defines a regulatory framework and land use plan, addresses the transition of land uses along the corridor, and leverages the transportation improvements being made
- Update the 2006 Opportunity Site Master Plan; creating an implementation development strategy, focusing on the EDA-owned portion in cooperation with Alatus
- Complete a master development strategy for the former Sears site which includes development scenarios, a market feasibility analysis, and marketing materials
- Complete a master development strategy for the 57th and Logan site which includes development scenarios, a market feasibility analysis, and marketing materials

This project represents a significant amount of planning work; however, it also moves the City forward on several major strategic initiatives in a short amount of time by combining these efforts together into a single effort.

Selection Process

The City received nine submissions from consultant teams interested in doing the project. The teams were scored based on their overall experience and qualifications, quality of comparable past projects, innovative approach, experience writing zoning and mixed use zoning codes, community engagement approach, and

project management experience. Teams were also asked to provide an estimate of the number of hours on each element of the project and the cost of each element.

A group of internal staff from the Community Development, Public Works, and Administration Departments, as well as members of Alatus' team, reviewed the proposals and scored them. Four teams were interviewed, and Bolton & Menk was selected as the preferred team after reviewing references and overall evaluations.

Bolton & Menk's proposal is attached to this report. Their team includes four consulting firms with experts specializing in urban planning, urban design, community engagement, architecture, market feasibility and implementation, zoning code writing, mixed use zoning, and landscape architecture.

The decision to issue an RFQ as opposed to an RFP was intentional and purposeful. Due to the size and scale of the project, staff recognized that there would be multiple ways to approach the work, and that an iterative scope would be necessary; one that was developed in tandem with the community and stakeholders. The RFQ process allowed the City to select the most qualified team and then work together to develop a scope of work that would fit the goals of the community as well as the budget.

Scope

The project will be managed by a Technical Advisory Committee (TAC) comprised of City staff from various departments, as well as outside agencies such as Three Rivers Park District, Hennepin County, and the watershed commissions. This group has been meeting every other week to lay out the schedule of work and develop a master community engagement plan as well as draft the scope of work.

The scope of the work was designed to leverage grants from the Metropolitan Council and Hennepin County that were identified as good fits for the overall work that was needed. The City applied for and received a \$60,000 grant from the Metropolitan Council to assist with funding the creation of new zoning districts portion of the project.

Re-write Zoning Code

The City's zoning code has not been updated since the 1960s. In its current form it does not respond to the needs of the community in many ways. This item was budgeted for in the 2019 budget and has been identified as an implementation strategy by the 2040 Comprehensive Plan. The new zoning code will be more accessible, user-friendly, and responsive to the changing community's needs. It will also be more legally defensible.

Draft New Zoning Districts

This element was discussed with the Council when they reviewed the draft 2040 Comprehensive Plan and is required as part of the adoption of the 2040 future land use plan, which introduces four new mixed use land use categories. These land use categories do not have zoning equivalents and as such new districts need to be drafted to conform to the Comprehensive Plan. The Metropolitan Council's \$60,000 grant will support this work.

Brooklyn Boulevard Overlay District

Originally this element was conceived of being a relatively small part of the overall scope; however, as discussions with the consultant team progressed it became clear that the corridor required additional attention given the very likely changes that will occur there over the next 20 years. In addition, Hennepin County's Corridor Development Initiative grant program became available, which would leverage additional funds to complete important work. The City applied for \$50,000 from the program to help fund the Brooklyn Boulevard Overlay District. Already market forces are pushing demand for vacant land, and the City-lead reconstruction of the roadway will bring additional changes that will lead to land use transitions. A scope of work that would allow for a more in-depth land use study, open space analysis, and regulatory framework with

design standards was developed. If the Hennepin County grant is received, this will allow for greater community engagement and a health impact analysis that would look at health outcome disparities and how they are affected by various development scenarios along the corridor. If the grant is not received, this element of the scope of work will be reassessed.

Opportunity Site

Alatus is preparing a proposal for an initial phase of development on the Opportunity Site which they would like to begin constructing in 2019. A 2019 construction start would require that they receive land use approvals from the City by July. This also would require that their preliminary development agreement (PDA) with the City be extended.

The current PDA provides Alatus with exclusive rights to the EDA-owned portion of the Opportunity Site while they master plan the property. They have been working for the past year on a plan to attract a major retailer which has not been successful, and would now like to move forward with an initial phase of residential. Because the City is already embarking on a significant planning effort on the Opportunity Site, staff has proposed to Alatus that the City lead the master planning efforts on the EDA-owned portion, in collaboration with Alatus, while they focus on their initial phase of construction, and that Alatus reimburse the City for the cost of that work. This would allow the City to have great control over the master planning efforts as they tie into the overall Opportunity Site area, as well as provide Alatus the opportunity to focus on their initial phase one project.

Staff has been working with the consultant and Alatus to lay out a timeline that will allow the City to review Alatus' phase one project within the context of the overall Opportunity Site master plan and provide the City with enough information to confidently make a determination on Alatus' project. Staff will facilitate a more detailed discussion with the Council on this topic at a future work session.

57th and Logan and Sears

These elements are relatively small compared to the overall scope; however, will allow for development scenarios to be developed, the completion of a market feasibility analysis, the creation of a regulatory framework, and marketing materials, as well as an implementation strategy for both sites.

Cost

The total cost of the scope as presented is \$411,049. This amount would be over two funding years, and includes both budgeted 2019 as well as future 2020 expenditures. In addition, staff will look at the final scope to determine that any eligible expenditures are attributed to the TIF #3 admin funds, as there is excess administrative pooling in this fund and planning activities are an eligible expense. At present the budget assumes the following budget breakdown:

Metropolitan Council Grant: \$60,000 (confirmed)
Hennepin County Grant: \$50,000 (assumed)
Alatus Reimbursement: \$50,000
2019 General Fund: \$75,000 (budgeted)
2019 EDA Fund: \$30,000 (budgeted)
2019 TIF #3: \$55,000 (budgeted)
2020 General Fund: \$15,000 (future request)
2020 TIF #3: \$76,049 (future request)

Policy Issues:

Staff will prepare a presentation in collaboration with the consultant to facilitate a discussion on the policy issues surrounding this scope of work. Most notably, the element of the Opportunity Site and the City's role in the master planning of it will be a topic of discussion. Staff will be seeking input of the draft scope of work, which is attached to this report, as well as consensus from the Council on moving forward with a contract with Bolton & Menk.

Strategic Priorities and Values:

Targeted Redevelopment

EXHIBIT 1: PROJECT SCOPE

Overview

As part of a larger effort to revitalize its city center and refresh regulatory guidance citywide to meet community goals, the City of Brooklyn Center is undertaking a multi-part project starting in 2019. This initiative is a mix of planning, design, engagement, and implementation. With active development proposals coinciding with the planning phase of the project, the approach will need to be flexible to respond to opportunities. Major elements include:

- A new zoning code that will supersede the existing zoning ordinance. This will include updated subdivision, sign, and shoreland ordinances, including the Mississippi River Critical Area requirements.
- Creation of new zoning districts and design standards consistent with 2040 comprehensive plan guidance, including Transit Oriented Development (TOD), Neighborhood Mixed Use, Business Mixed Use, Commercial Mixed Use, and the Brooklyn Boulevard Overlay District.
- Site-specific development strategy plans, which position the City's priority redevelopment properties for redevelopment and inform next steps. These include the 81-acre Opportunity Site, the former Sears, and the EDA-owned CR 10/57th Avenue N & Logan Avenue N.
- A more detailed plan for the EDA-owned 35-acre portion of the Opportunity Site, to be partially paid for and coordinated with Alatus, the developer which intends to proceed with partial development of this site starting in 2019. To keep up with the proposed entitlement process (approvals by July), this element will need to be fast-tracked. This will also include coordination with a separate development planning workshop series funded through the City and Alatus, and managed by LISC under a separate contract.
- A coordinated public engagement process which will provide a wide range of opportunities for the community to engage with and influence the outcomes of the process.

In addition, the City will be creating a redevelopment framework to correspond with the area covered by the Brooklyn Boulevard Overlay District. This will provide guidance for City-owned properties along the corridor that are intended for redevelopment. It will address both city goals for the corridor and new access configurations resulting from the design of the Brooklyn Boulevard reconstruction project. While this may overlap with some other elements, it is scoped as a separate task.

While this scope covers a basic approach to the Brooklyn Boulevard Redevelopment Framework, the City is in the process of pursuing additional funding to allow for an expanded scope. Subtasks covered by the expanded scope are included to allow for the City to continue with the project without an additional scope amendment, should the funding be awarded.

Task 1: Project Administration

Task 1.1: Project Kickoff and Coordination

Conduct a project kickoff with the City to launch the process. This will include finalizing the schedule, scope of work, goals, and overall approach to the project. This task also covers ongoing general project coordination with the City and partners throughout the project and related project management tasks.

Task 1.2: Technical Advisory Committee Meetings

Work with a Technical Advisory Committee (TAC) comprised of City staff and others identified by the City that will provide technical expertise for the project. The TAC is expected to meet every two weeks during the fast track portion of the project (March-June 2019), and once a month during the remainder of the planning process. While there are an estimated 20 total TAC meetings planned, five of these are budgeted as part of the fast track work in Task 5.

Task 1.3: Review of Existing Plans and Studies

Review the new comprehensive plan and other existing city plans, studies, and technical reports that are relevant to all aspects of this project. Summarize goals, policies, and strategies that will guide development of the zoning code and redevelopment plans.

Task 1 Deliverables:

- Final project scope
- Project schedule
- Meeting agendas and notes for TAC
- Summary of existing plans

Task 2: Zoning Code and District Development

Task 2.1: Ordinance Review

Review existing code documents to understand what elements will need to be updated and replaced. Summarize findings and discuss with staff. This will include an identification of what updates should be highest priority, and what are the most desirable features of a new code.

Task 2.2: Evaluation of Existing Conditions

Review and map existing land use and property conditions to determine context-sensitive approaches for zoning and redevelopment. This will include an in-depth look at redevelopment sites. Where possible, this will also include documentation of nonconforming uses.

Task 2.3: Drafting and Refining Zoning Regulations and Districts

Draft new code and district language to implement comprehensive plan guidance, comply with state standards, reflect community character, incorporate innovative best practices for TOD and mixed use, and meet city staff expectations. The code will include the following elements: overview, processes, regulations within existing districts, sign code, shoreland ordinance, and platting chapter.

Draft new zoning districts to correspond to 2040 comprehensive plan future land use categories for TOD, Neighborhood Mixed Use, Business Mixed Use, and Commercial Mixed Use. Each land use category may have several corresponding zoning districts, to accommodate variations in guidance within specific geographic areas. District guidance should incorporate permitted and accessory uses, performance standards, and TOD best practices.

Work with the Planning Commission and City Council for up to four work sessions to refine drafts. The extent of revisions to the code (and the phasing in of these changes) will be determined during the process.

Task 2.4: Rezoning Strategy

For any rezoning made necessary through the new code and districts, develop an approach that best achieves city goals, manages transitions, and supports community character. This will include considerations of alternatives for the timing and phasing of rezoning.

Task 2.5: Adoption of New Code

Work with city staff on the review and adoption of the new code and districts, including the formal city approval process.

Task 2.6: User-Friendly Format

Ensure that final code document is user-friendly and accessible, including streamlined procedures, interactive mapping, and “cheat sheet” style guidance for the public.

Task 2.7: Staff Training and Support

Support city staff for a start-up period of up to one year. Be available and accessible during that time to respond to questions and meet with city staff, as well as to assist with future phases of work. Depending on the scope and scale of additional work, a contract amendment may be needed.

Task 2 Deliverables:

- Updated zoning code and related ordinance documents
- New zoning districts for TOD, mixed use, and Brooklyn Boulevard
- Supporting documents for education and information on code for the public

Task 3: Targeted Development Site Planning

This task covers the development of master plans and implementation strategies for the three redevelopment sites at the level outlined in the Request for Proposals. These include the 81-acre Opportunity Site, the former Sears, and the EDA-owned CR 10/57th Avenue N & Logan Avenue N.

The development of a more detailed master plan for the 35-acre EDA portion of the Opportunity Site is covered in Task 5. This is an add-on to the scope in the original proposal.

Task 3.1: Existing Conditions and Market Feasibility

Review existing conditions and create base mapping for each site. Identify planning issues and considerations to be addressed on each site, including identification of project goals. Determine feasible development alternatives for the sites, based on market conditions and site characteristics. Identify gaps and public subsidy needs to support desired development scenarios.

Task 3.2: Master Development and Land Use Plan Concepts

Based on feasibility analysis and community goals, our team will identify the approach to development and land use for each site. In addition to identifying a feasible redevelopment scenario, address opportunities to include elements for public benefit, such as public spaces, facilities, and/or business development opportunities. This task will include the development of a systems framework as well as land use concepts, with evaluation of several alternatives in advance of selecting a preferred scenario. Illustrate concepts in a visual master plan. Based on preferred scenario, prepare materials that can be used for marketing sites.

Task 3.3: Infrastructure Assessment and Cost Estimates

Assess multimodal transportation and stormwater conditions and needs associated with development scenarios. This will include high-level cost estimates for improvements and identifying potential funding and phasing strategies.

Task 3.4: Development Implementation Framework

Create an implementation strategy for each site, including proposed phasing, financing, zoning and entitlements, marketing, role of public subsidy, and potential development partners and resources. Work with City staff and agency partners on roles and responsibilities around implementation.

Task 3 Deliverables:

- Development master plan and implementation framework for Sears and 57th & Logan sites.
- High level development master plan and implementation framework for 81-acre Opportunity Site, with additional detailed work to be completed in Task 5.

Task 4: Public Engagement

Task 4.1: Public Involvement Plan

Develop a public involvement and communications plan to guide engagement efforts throughout the length of the project. This will include identification of key stakeholders, tools and strategies to be used, and overall timeline.

Task 4.2: Project Website and Online Engagement

Set up and maintain a project website to provide access to project information, upcoming events, opportunities to get involved, invitations for public comment, and materials from meetings. This website will be coordinated with other online tools and comment opportunities, including:

- Polco online survey, with relevant survey questions posted throughout the project where appropriate.
- InputID online comment mapping interface, to provide geographically-specific comments.
- Content for posts on City social media accounts and sites such as Nextdoor, to correspond with project announcements and to provide another option for engagement.

Task 4.3: Public Meetings and Workshops (up to 8)

Work with City to schedule and prepare for public meetings and workshops throughout the process. This may include pop ups at planned community events, where there is an opportunity to connect with the public on key issues.

Task 4.4: Focus Groups and Small Group Meetings (up to 8)

Facilitate focus group meetings and discussions with stakeholders invested in the project. This may include neighborhood associations, jurisdictions within an interest in the area (e.g. watersheds, school districts, other governmental agencies) groups of development and real estate professionals, property owners, or others as needed. Results will be summarized and used to inform the process.

Task 4.5: Project Newsletters and Mailings (up to 6)

Periodic emailed newsletters will be developed at key times throughout the project to provide an update on project status. Work with the City regarding most effective method of distribution.

Task 4 Deliverables:

- Project website
- Meeting presentation materials
- Fact sheets and informational handouts
- Project newsletters
- Meeting and event notes and summaries

Task 5: EDA Opportunity Site Master Planning and Developer Coordination

This planning process coincides with Alatus' planned improvements to the city-owned portion of the Opportunity Site. The intent is for the developer to pursue land use approvals by around July 2019 for the first phase of development on the site. To be responsive to this opportunity, this task will address:

- Fast tracking applicable elements of the work relevant to the development site, to coincide with the July timeframe.
- Providing a more detailed master plan concept for the site than for others developed in this scope, based on needs to ensure fit for the first phase of development.
- Coordinate with a concurrent public engagement process being run through LISC, supporting community involvement in visioning and prioritization for site improvements.
- Recommending public improvements – such as public spaces and facilities and district stormwater management – which would need developer participation, and providing a level of detail to these plans to identify the appropriate level of developer participation.

Task 5.1: Additional Technical Advisory Committee Meetings (up to 5)

More frequent TAC meetings are being added to the scope to allow for more frequent check-ins on progress for the development of the master plan. These will be held prior to the July deadline, after which the TAC schedule will revert to monthly frequency.

Task 5.2: Opportunity Site Meetings with Alatus (up to 8)

Meetings will be held with City staff, Alatus, and the consultant team to facilitate discussions on elements of master plan development, the development applications, and public engagement. These will be working sessions, with the intent of discussing options and sharing information. To manage the amount of time spent in meetings, additional check-ins may be in the form of phone conference calls.

Task 5.3: LISC CDI Coordination

Coordinate with the City, developer, and LISC on the Corridor Development Initiative (CDI) workshops. This will include a consultant team member attending CDI workshops and advisory group meetings to ensure that public input received during the process is considered through master planning – as well as to inform the CDI workshop on the status of the master planning.

Task 5.4: Site Investigation and Case Studies

Complete more detailed site investigation, including review of past studies, plans, and technical reports generated for the Opportunity Site that are relevant to the current master planning effort. Research potential case studies to inform master plan development, based on comparable precedents.

Task 5.5: Development Framework

Create development framework for 35-acre site that takes into consideration transportation, block patterns, stormwater and utilities, open space and parks, and development sites – including the location of the proposed Alatus development. Process will evaluate alternatives prior to selection of preferred alternative.

Task 5.6 Master Plan Development

Develop site master plan that incorporates the development framework, development subareas with identified land uses, opportunities for elements for public benefit, and recommendations for phasing and implementation. Public benefit elements may include new public spaces or facilities, opportunities for local business development, or other elements identified through the public planning process. Plan development will include consideration of alternatives prior to selection of preferred alternative.

Task 5 Deliverables:

- Preliminary and final development framework and master plan for 35-acre EDA owned portion of Opportunity Site.

Task 6: Brooklyn Boulevard Redevelopment Framework

This task covers a land use and redevelopment framework for the Brooklyn Boulevard corridor, including the creation of an overlay zoning district. Tasks identified as add-ons below represent ones that may be funded through a grant application recently submitted to Hennepin County.

Task 6.1: Existing Conditions and Market Feasibility

Review existing conditions and past planning for the Brooklyn Boulevard corridor. Create base mapping for the corridor, including all city-owned sites. Identify planning opportunities and considerations to be addressed along the corridor, including identification of project goals. Determine range of feasible development types for redevelopment sites, based on market conditions and site characteristics. Additional work will be needed in this task to support the add-on tasks below with more detailed information.

Task 6.2: Development Site Infrastructure and Access Evaluation

Evaluate access to redevelopment sites along the corridor, based on new configuration of Brooklyn Boulevard access points. Complete a high-level evaluation of any additional infrastructure improvements needed to service sites for redevelopment.

Task 6.3: Scenario Planning Exercise (add-on)

Conduct a scenario planning process, using public workshops and charrettes, to explore development alternatives along the corridor. Evaluate potential benefits and trade-offs of scenarios, including factors such as compatibility with adjacent uses, impact on traffic,

transit accessibility, potential tax base impact, contribution to citywide goals, and others. Use this to identify several potential development alternatives.

Task 6.4: Health Impact Assessment (add-on)

Conduct a health impact assessment on development alternatives identified through the scenario planning process to provide insight into how these alternatives will impact the surrounding community. This will include factors such as contribution to active living, access to employment opportunities, impacts on the natural environment, and other impacts on public health. Use this analysis to further refine recommended options for corridor.

Task 6.5: Illustrated Development Concepts and Design Guidelines

Based on potential development opportunities and site evaluation (as well as add-on tasks above), illustrate development concepts, including both new development types and reconfiguration of infrastructure and public realm. Based on preferred scenarios, create design guidelines for development in this area, reflecting citywide guidance for infill development.

Task 6.6: Brooklyn Boulevard Overlay District

Based on recommended development alternatives and existing conditions along the corridor, create a new Brooklyn Boulevard Overlay District in the zoning code to provide guidance for development along Brooklyn Boulevard. Using the comprehensive plan's guidance as a starting place, develop a more detailed approach, including direction for appropriate locations for mixed use development.

Task 6.7: Redevelopment Framework

Create an implementation framework for preferred scenario(s) that considers timing of property disposition, rezoning or changes to zoning districts, needed public improvements, potential funding sources for public contribution and investment, and key implementation partners.

Task 6 Deliverables:

- Illustrated development scenarios and design guidelines for corridor redevelopment
- Redevelopment framework for Brooklyn Boulevard corridor.
- Health impact assessment report, if completed.

Estimated Timeline

The following timeline provides a general overview of the stages of work. A more detailed timeline will be developed during project kickoff to provide additional guidance for tasks, meetings, and deliverables. The fast track items refer to Task 5, which are being prioritized to coincide with the developer's schedule.

Phase	Timing
Phase 1: Existing Conditions and Fast Track Items	February-April 2019
Phase 2: Framework and Approach and Fast Track Items	April-June 2019
Phase 3: Alternatives Analysis	July 2019-February 2020
Phase 4: Draft Materials and Documents	March-June 2020
Phase 5: Adoption and Implementation	July 2020- July 2021

Role of City Staff in the Project

The consultant team will work closely with City staff on all aspects of the project. It is anticipated that the City staff's role will include:

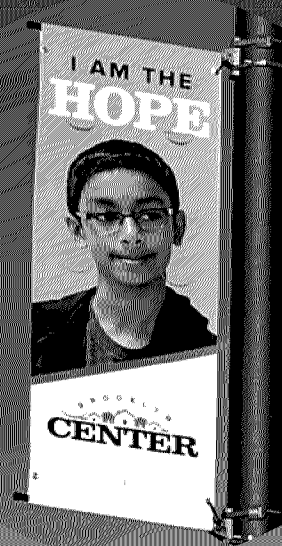
- Identification of key stakeholders
- Provision of data and reports
- Advice on outreach location and timing
- Assistance with formal city review
- Review of draft documents and plans

Detailed Cost Estimate

Client: City of Brooklyn Center Project: Brooklyn Center Zoning and Redevelopn			Bolton & Menk, Inc.								Clarion Associates			Cunningham Group				KimbleCo		
Task No.	Work Task Description	Halla	Angie	Dan	Jane	Sam	Nicole	Sarah	John	Kevin	Don	Anallese	Sung	Andrew	Ana	Jena	Julie	Erika	Total Hours	Total Cost
1.0	Project Administration	80	10	10	40	0	0	0	0	0	55	50	30	30	0	0	20	10	335	\$50,935
2.0	Drafting the Zoning Regulations	85	0	0	140	0	0	120	40	0	110	220	220	0	0	0	0	0	935	\$110,205
3.0	Site Specific Development Strategies	55	0	0	0	30	0	0	15	45	0	0	0	120	40	40	40	10	395	\$61,570
4.0	Public Engagement	60	0	0	20	0	95	0	20	0	40	20	20	20	0	0	0	0	295	\$38,490
5.0	Fast Track Opportunity Site Master Plann	65	0	0	0	100	0	0	0	20	0	0	0	100	25	25	16	0	351	\$49,925
6.0	Brooklyn Boulevard Redevelopment Fram	140	4	4	60	70	85	90	40	60	20	20	0	50	30	30	30	10	743	\$99,924
Total Hours		485	14	14	260	200	180	210	115	125	225	310	270	320	95	95	106	30	3054	
Subtotal		\$65,475	\$2,030	\$2,464	\$37,700	\$23,600	\$16,200	\$17,850	\$17,480	\$21,875	\$52,875	\$26,350	\$21,600	\$51,200	\$13,300	\$10,450	\$23,850	\$6,750		
Total Fee																				\$411,049

January 10, 2019

Proposal for
Zoning Code Rewrite
Creation of New
Zoning Districts
Site/Area
Development
Strategies



**BOLTON
& MENK**

Real People. Real Solutions.

Contact:

Haila Maze, AICP

651-434-5743

haila.maze@bolton-menk.com

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Ph: (952) 448-8838 | Fax: (952) 448-8805 | Bolton-Menk.com



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Fax: (952) 448-8805
Bolton-Menk.com

January 10, 2019

Meg Beekman, AICP
Community Development Director
City of Brooklyn Center
6301 Shingle Creek Parkway
Brooklyn Center, MN 55430

RE: Proposal for Zoning Code Rewrite, Creation of New Zoning Districts, and Site/Area Development Strategies

Dear Ms. Beekman:

The City of Brooklyn Center has taken on an ambitious project: to rewrite the rules for how development happens in the community to make them more streamlined and responsive, and use that guidance to catalyze the redevelopment of targeted sites in the core of the community. Bolton & Menk, Inc. has teamed with Clarion Associates, Cunningham Group, and KimbleCo to partner with you on this endeavor, and to move the city closer to its goals of ensuring an attractive, clean, safe, and inclusive community.

Providing Leadership in Writing and Implementing Codes – Brooklyn Center wants a team with broad experience in code development and implementation. Our team includes professionals who have developed and worked with zoning codes for cities nationwide, and those that have spent decades interpreting and administering them as municipal planners. We are committed to producing a code that is clear, consistent, concise, and user-friendly.

Thinking Creatively but Being Practical – The city is looking for big and creative ideas to direct the future of its targeted opportunity sites. At the same time, development concepts need to be feasible, responsive to the market, and have a path to implementation. Our team's start-to-finish experience can take ideas from vision through construction and leasing. We want to see this area thrive, and can work with you all the way to make that happen.

Connecting with and Serving the Community – This project may result in both substantial change to both regulatory guidance and the built environment. It is essential that this change reflect and involve Brooklyn Center's diverse and growing population. Our team's track record demonstrates success in working in complex, diverse urban environments with both innovative and effective community engagement strategies for managing change.

In continued service to the City of Brooklyn Center, we are excited at the opportunity to complete this project. I will personally serve as your lead client contact and project manager. Please contact me at 651-434-5743 or haila.maze@bolton-menk.com if you have any questions regarding our proposal.

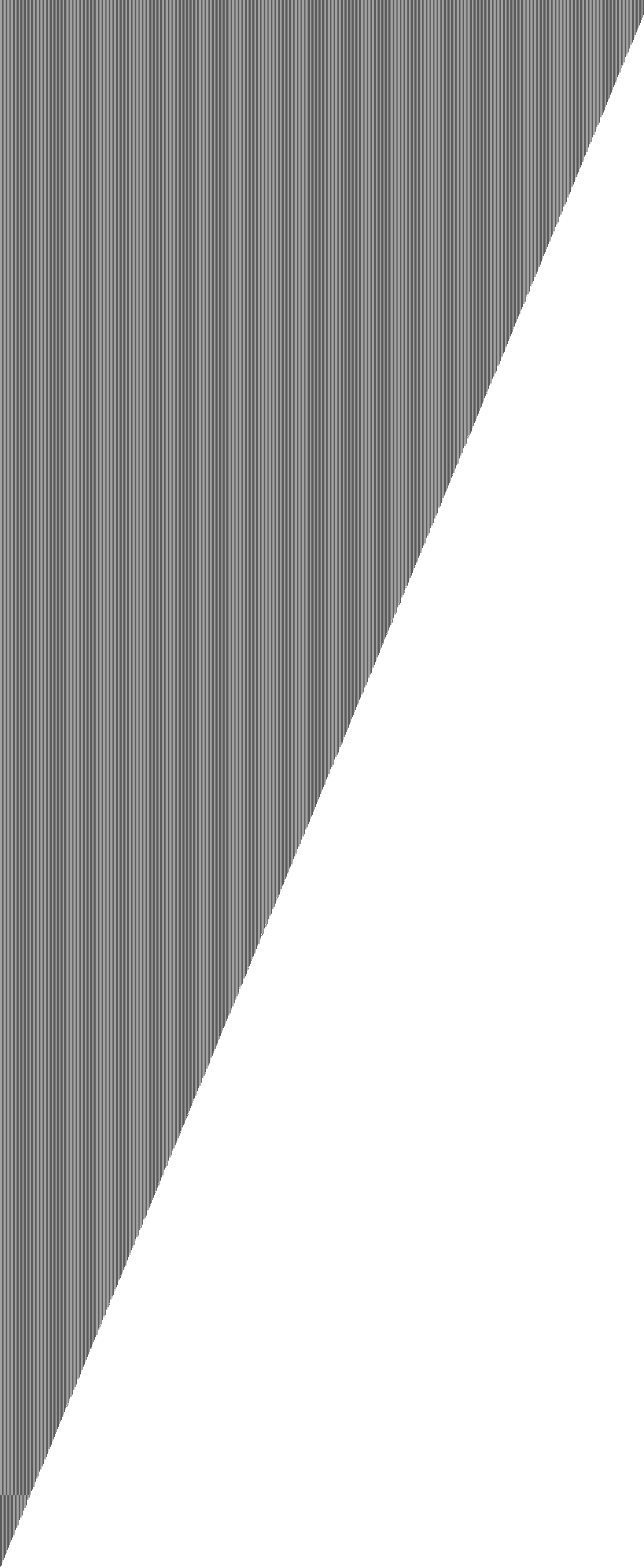
Respectfully submitted,
Bolton & Menk, Inc.

Haila R. Maze, AICP
Project Manager

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VISION



PROJECT **APPROACH**

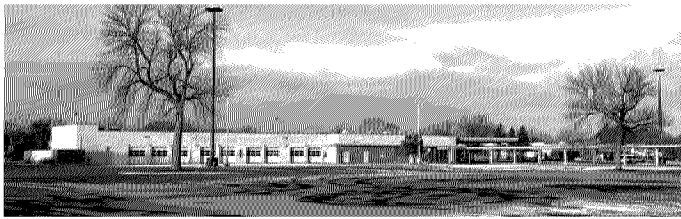
Section 1



PROJECT APPROACH

Background

When the first stage of Brookdale Mall opened in 1962, the local media called it a “dream come true.” Brooklyn Center was one of the fastest growing areas in the region, with major potential for expansion.



Now, with the closure of Sears in 2018, the mall’s era has officially ended. The 1960’s era zoning code that guided that development is now outdated and cumbersome. Additionally, the city is tackling challenges and opportunities associated with multiple trends and issues:

- Growing population diversity
- The changing face of retail and work
- Ongoing need for housing affordability
- Transit orientation and walkability goals
- Placemaking and its role in community
- Leveraging public investment to catalyze private development

To its credit, the City of Brooklyn Center has been proactive in shaping a new vision for the future of its community. We are ready to partner with the city to further this vision by modernizing the zoning code and supporting development on targeted sites.

Approach

Our team is proposing to undertake all three project components as one coordinated initiative. To this end, the work plan below combines elements across the components. To show how this fits with project scope, each section below references the corresponding component in the RFQ.

Code Development

Ordinance Review (1b, 2b)

We will review existing code documents to understand what elements will need to be updated and replaced. We will summarize findings and discuss with staff.

Comprehensive and Small Area Plan Review

(1c, 2c, 3b, 3c, 3e)

We will review new comprehensive plan and other existing plans. We will summarize goals, policies, and strategies that will guide action, and any needs for supplemental guidance.

Evaluation of Existing Conditions (1e, 3e, 3f, 3g)

Our team will review and map existing land use and property conditions to determine context-sensitive approaches for zoning and redevelopment. This will include an-depth look at redevelopment sites.

Drafting/Refining Zoning Regulations and Districts

(1f, 1e)

We will draft new code and district language to implement comprehensive plan guidance, comply with state standards, reflect community character, incorporate innovative best practices for TOD and mixed use, and meet city staff expectations. Our team will work with planning commission and city council for up to four work sessions to refine drafts.

Rezoning Strategy (1g)

For any rezoning made necessary through the new code and districts, we will develop an approach that best achieves city goals, manages transitions, and supports community character.

Adoption of New Code (1h, 2h)

We will work with city staff on the review and adoption of the new code and districts.

User-Friendly Format (1i, 2i)

Our team will ensure final code document is user-friendly and accessible, including streamlined procedures, interactive mapping, and “cheat sheet” style guidance for the public.

Staff Training and Support (1j, 2j)

We will support city staff for a start-up period of up to one year. Our local team will be available and accessible during that time.



Targeted Development Sites

Similarly, we are proposing a coordinated approach on the three sites, so the result represents how all will contribute together to community goals.

Market Feasibility Analysis (3f, 3g)

We will determine feasible development alternatives for the three sites, based on market conditions and site characteristics. Identify gaps and public subsidy needs.

Master Development and Land Use Plan Concepts (3e, 3f, 3g)

Based on feasibility analysis and community goals, our team will identify the approach to development and land use for each site. We will illustrate concepts and prepare materials to be used for marketing sites.

Infrastructure Assessment and Cost Estimates (3e, 3f, 3g)

We will assess multimodal transportation and stormwater conditions and needs while providing high-level cost estimates for improvements and identifying potential funding strategies.

Development Implementation Framework (3e, 3f, 3g)

Our team will create an implementation strategy for each site, including proposed phasing, financing, zoning and entitlements, marketing, role of public subsidy, and potential development partners and resources.

Public Engagement

As one of the region's most diverse communities, Brooklyn Center is on the leading edge of demographic change. The changes being proposed (both regulatory and development) are substantial, and an inclusive and non-traditional process is needed to reach out to the community and keep them engaged and informed.

Our approach will be refined based on conversations with city staff. At this time, we are proposing three phases of engagement:

Phase 1 – Existing conditions

Phase 2 – Alternatives and strategies

Phase 3 – Draft review and comment

Our approach to community engagement is grounded in a clear understanding of the community (see Appendix B for description of approach). For this project, we will use the following engagement tools:

- Technical Advisory Committee
- Public open houses and workshops, including design charrettes
- Pop-up meetings at community events
- Project website with online surveys and interactive comment mapping
- Social media engagement
- Focus groups and interviews with developers and major property owners and other targeted groups
- Project fact sheets, translated as needed (e.g. Spanish and Hmong)
- Potential for artist partnership (see Section 2 of proposal)
- Marketing materials for redevelopment sites

Estimated Timeline

The following timeline is designed to correspond with the need for zoning updates within approximately nine months of the estimated date of comprehensive plan adoption. The three outreach phases will focus on:

Task	Date(s)
Consultant Selection	February 2019
Project Kickoff	March 2019
Existing Conditions	May-March 2019
Outreach Phase 1	May-June 2019
Draft Code and Plans	June-September 2019
Outreach Phase 2	October-November 2019
Revisions/Strategy	November-December 2019
Outreach Phase 3	January-February 2020
Finalization/Adoption	March-April 2020
Begin Implementation	May-June 2020

Role of City Staff

It is anticipated that this will include

- Identification of key stakeholders
- Provision of data and reports
- Advice on outreach location and timing
- Assistance with formal city review
- Review of draft documents and plans

TEAM
EXPERTISE
Section 2



TEAM EXPERTISE

An overall integrated approach to this project is essential in creating policy guidance, regulation, and implementation activities that work together to move the City of Brooklyn Center toward its goals. With this in mind, we assembled a team representing the range of expertise needed.

- **Bolton & Menk** – Project management and coordination, zoning code development, public engagement, infrastructure analysis, implementation and staff assistance
- **Clarion Associates** – TOD and mixed-use zoning district development and code integration
- **Cunningham Group** – Site-specific master planning and development concepts
- **KimbleCo** – Real estate strategy and feasibility analysis, developer outreach

Team members were chosen for their expertise in relevant fields and experience with comparable projects. Many team members have worked together on past projects, and combined bring decades of experience in helping communities plan, growth, and thrive.



**BOLTON
& MENK**

Real People. Real Solutions.

**Bolton &
Menk**

We believe all people should live in a safe, sustainable, and beautiful community

and we take pride in our ability to make that happen. It's why we get out of bed every morning.

Our commitment to communities began in 1949 with two hard working Midwesterners—John Bolton and Martin Menk. They saw people in their surrounding communities who had dreams of a bright future, a desire to grow, and a common challenge of aging infrastructure. John and Martin's goal was to help communities make progress by listening to what people want, finding the best solutions for their needs, and treating them right. Their legacy lives on. We still want to help, we work hard every day, and we always remember what got us here—we're people helping people. Today, Bolton & Menk has more than 450 employees including a professional staff of more

than 150 engineers, planners, landscape architects, and surveyors.

We specialize in providing solutions for the public sector, including planning & urban design, geographic information systems (GIS), civil/municipal engineering & planning, water & wastewater engineering, transportation planning & engineering, structural engineering, aviation services, water resources engineering, land surveying, and project funding & financing. We take care of our clients by providing the best services and solutions for them. From advocating for our communities to designing their dreams to finding funding; we take pride in our work throughout the Upper Midwest. Because we live here too. We believe in the power of face-to-face meetings, friendly conversations, and collaborative decision-making to keep your projects on schedule, within budget, and focused on real, workable solutions.

We promise every client two things: we'll work hard for you and we'll do a good job. We take a personal interest in the work being done around us. *At the end of the day, we're Real People offering Real Solutions.*

CLARION

**Clarion
Associates**

Clarion Associates is a national land-use

consulting firm with extensive experience in preparing zoning ordinances, design standards, development review procedures, and growth management strategies. The firm has offices in Denver and Chapel Hill, with affiliate offices in Cincinnati and Philadelphia. Since its founding in 1992, the firm has successfully completed over 180 development code updates for large and small communities across the country.

Clarion specializes in developing innovative solutions to difficult land use, design, and planning questions, and the firm is particularly known for its expertise in plan implementation. Clarion takes pride in making connections and creating synergies between its core practice areas and working in close partnership with clients. The firm brings a strong understanding of



national best practices and a commitment to working with the community to adapt those ideas to the local context.

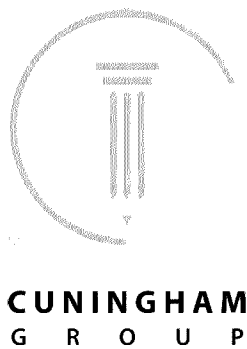
The firm has developed expertise in a broad range of planning areas, including:

- Innovative development codes
- Code assessments and updates
- Land use and planning law
- Sustainable development codes
- Community and regional plans
- Growth management strategies
- Historic preservation

Bolton & Menk has been in conversation with Jack Becker at Forecast Public Art, regarding their work on Brooklyn Center's beautification and public art plan. Both firms are interested in the potential for collaboration between the two initiatives, including

- *Ensuring the planning for the public realm and planning for development are being considered from a holistic perspective, particularly regarding how they both contribute to placemaking*
- *Working with artists, particularly those that represent the Brooklyn Center community, to illustrate planning and zoning concepts for public engagement*

While not formally proposed as part of the team, we are ready to partner on bringing these elements into the process if desired.



Cunningham Group

Cunningham Group Architecture, Inc. (Cunningham Group®) has earned an outstanding reputation for creating and delivering excellence in architecture, interior design, urban design, and landscape architecture in the places where people live, learn, worship, work, heal, plan, and play. Since John Cunningham, FAIA

founded the firm in 1968, it has focused on a working model of team architecture that is highly inclusive and incorporates extensive client, consultant, engineer, and contractor participation. This philosophy has led to the design of award-winning projects and a solid reputation for collaboration.

Cunningham Group's Urban Design and Landscape Architecture Studio provides a range of design and planning services for both private and public clients. The

goal of their work is to increase investor confidence in a given area by improving the public realm, access and connectivity, and the quality of the built environment. Design solutions are both strategic and physical and always emerge from the underlying patterns and traditions of place.

The Landscape Architecture Studio is a trend setter in creating solutions where the landscape becomes a crucial centerpiece to each project's performance and livability. They offer the distinction of having experience in landscape, urbanism, and the realm of public policy; with the savvy to understand how to use all three effectively to create community.



KimbleCo

KimbleCo is a development advisory firm with specialized expertise in real

estate development and brokerage. Their principals have developed and leased over 5 million square feet of ground up office, industrial, and multi-family product across the U.S. along with numerous business parks. They also have experience in re-positioning and redeveloping challenging assets and have worked in economic development. Their deep experience in complex transactions, brokerage and ground up development projects uniquely positions them to provide site and area development strategies expertise to the City of Brooklyn Center.

KimbleCo is not a research company, but a firm with authentic, on-the-ground real estate development experience. They use this experience of over 50 years to advise communities, investors, owners, and developers on new development projects. This market knowledge is invaluable when assessing feasibility of development projects. As is their work in the corporate advisory and project management sector where focus on the intersection of real estate design and talent attraction/retention sits at the forefront of successful real estate projects which can result in true economic development.

KimbleCo can review and assess development deal structures both for market feasibility and fairness as it relates to developer returns and assess if there are real gaps that may require public incentives.

KimbleCo is a certified WBE and WOSB company.



PROJECT TEAM

**Haila Maze, AICP**

Project Manager and Lead Planner

Haila will lead the project. She will be responsible for providing project supervision, client coordination, and a comprehensive engagement strategy.

As a senior urban planner at Bolton & Menk, Haila is committed to providing excellent project management for a range of planning projects that contribute to the long-term success of our client communities. She draws more than 20 years of experience with local and regional land planning projects, including comprehensive, small area, and transit station area plans, as well as heritage preservation, health, and arts-related studies. She also focuses on creative and inclusive engagement strategies, leading a project communication team that provides innovative solutions for public engagement and outreach for planning, design, and construction projects.

Haila has developed plans, policies, and implementation studies for a diverse range of communities. Her background also includes community development lending and grant writing and administration. Haila worked in the public sector for regional councils of government in two states and the City of Minneapolis, and now brings that expertise to the private sector.

Relevant Project Experience:

- Greater Southdale District Plan, Edina, MN
- Green Line LRT/University District Zoning and Regulatory Update, Minneapolis, MN
- 2040 Comprehensive Plan Update, Hopkins, MN
- Above the Falls Master Plan, Minneapolis, MN
- Concord Exchange Streetscape and Conceptual Plan, South St. Paul, MN
- Edina Comprehensive Plan, Edina, MN
- Webber Parkway Community Engagement Strategy, Hennepin County, MN
- Creative Citymaking Planner - Artist Pilot, Minneapolis, MN

**Angie Bersaw, AICP**

Principal-in-Charge

Angie will provide overall project oversight and quality control.

Angie began her career in 2003 as a transportation planner. She co-leads the firm's planning and urban design work group where she facilitates projects involving transportation, community and environmental planning, landscape architecture, project communication services, and natural/cultural resources. Angie also oversees transportation corridor studies, preliminary design projects, and transportation system plans. Her number one priority is always doing what's right for our clients and putting them first. Her collaborative leadership style expedites commonly accepted solutions for her clients and key agencies, affected business owners, and community members.

Relevant Project Experience:

- Broadway Avenue Corridor Reconstruction, Rochester, MN

**Dan Lonnes, P.E.**

Client Service Manager and Lead Engineer

Dan will provide oversight on client relationship management and leadership on engineering elements.

Dan is a principal engineer with a diverse background in municipal and transportation projects. He has served tribal governments, cities, counties, and the Minnesota Department of Transportation. Dan enjoys the challenge of navigating complex project delivery efforts while driving toward the best solution. He truly enjoys problem solving, creating innovative solutions to improve the communities we live in, and being a part of delivering those solutions. As the firm has grown, he appreciates how the company has focused on well-structured growth, while encouraging employees to reach their full potential. Dan finds the combination of challenge and support make Bolton & Menk an exciting place to work.

Relevant Project Experience:

- Water Treatment Plant, City of Brooklyn Center, MN



Jane Kansier, AICP

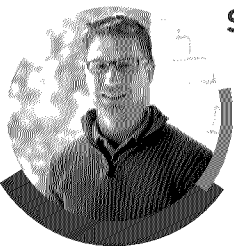
Senior Planner

Jane will work on zoning code development and administration, including assistance with process and training.

Jane is a senior urban planner in the planning and urban design work group. She joined Bolton & Menk in 2016, after working in the public sector for more than 30 years. Previously, Jane worked in planning and administration positions at the Rochester-Olmsted Consolidated Planning Department, the City of Prior Lake, and the Minnesota Valley Transit Authority. She is experienced in comprehensive planning, general land use planning, zoning administration, ordinance development, public administration, public transit, and grant writing. She is a trained Kaizon event facilitator. Jane is also active in the Minnesota Chapter of the American Planning Association, serving as a professional development officer since 2009. Jane is currently working with the City of Arden Hills to provide ongoing development review services, including for the 427-acre Rice Creek Commons project.

Relevant Project Experience:

- On-Call Planning Services, Arden Hills, MN
- Planning and Zoning Services, Forest Lake, MN
- Rochester Land Development Manual, Rochester, MN
- 2040 Comprehensive Plan, Vadnais Heights, MN



Sam Kessel, PLA

Landscape Architect

Sam will work on public realm and infrastructure guidance for development strategies and illustrating concepts for the zoning code.

Sam is a landscape architect for Bolton & Menk, beginning his career in 2005. He has developed a broad knowledge and extensive design experience in downtown redevelopments, urban parks, and recreation complex master plans. Sam has worked on many successful projects that incorporate multimodal strategies from conceptual design and public involvement to construction administration. His passion for landscape architecture is exemplified through his use of innovative techniques and

creative solutions that have resulted in many successful public and private projects throughout Minnesota, Iowa, and Colorado. His proficient design approach actively engages city staff and the public, effectively fostering public support that produces a product that will stand the test of time.

Relevant Project Experience:

- The Artery, Hopkins, MN
- Downtown and Park Improvements, Hastings, MN
- Streetscape Improvements, Albert Lea, MN



Nicole Schmidt

Project Communication Specialist

Nicole will coordinate community engagement and communication.

Nicole is a project communication specialist for Bolton & Menk who began her career in 2017. She has excellent writing skills and effectively conveys complex engineering messages to the public. Nicole provides graphics development, website creation, social media management, and strategic communication plan expertise. With her media background, she can deliver messages tailored to each community's unique needs. Her skills are present from the early stages of a project through construction. She has helped clients of all sizes and has served residents and businesses, from cities and counties to transit services and airports.

Relevant Project Experience:

- Webber Parkway Community Engagement, Hennepin County, MN
- Concord Exchange Streetscape and Conceptual Plan, South St. Paul, MN
- 2040 Comprehensive Plan Update, Hopkins, MN
- Broadway Avenue Corridor Reconstruction, Rochester, MN
- 66th Street/Hennepin CR 53 Reconstruction, Richfield, MN



John Shain, GISP
Lead GIS Specialist

John will lead all GIS elements and mapping.

John began his career in 1999 and has managed and worked on a variety of GIS projects that include municipal implementations of GIS systems, public utility and infrastructure mapping, stormwater management, and web application development. His primary project management responsibilities include client interaction, designing GIS workflows, developing database architecture, data analysis, evaluating GIS infrastructure and executing GIS initiatives.

John has gained extensive knowledge working with Esri GIS software products. He has worked with a variety of products including ArcGIS Desktop & Extensions, ArcGIS Online, and ArcServer among others.

Relevant Project Experience:

- Municipal Web GIS Development, Hopkins, MN
- Municipal Separate Storm Sewer System (MS4) GIS App Development, Forest Lake, MN
- Rental Density GIS Application Development, North Mankato, MN
- Non-Governmental Tax-Exempt Fee Analysis, Minneapolis, MN



Kevin Kielb, P.E.
Project Engineer

Kevin will lead the transportation and stormwater assessment elements in the site development strategy.

Kevin is a civil engineer specializing in municipal and transportation engineering. Since 1988, he has provided engineering services on numerous highway construction, reconstruction, and rehabilitation projects in the Minneapolis/St. Paul metropolitan area. Kevin's project participation includes overseeing

Bolton & Menk creates and maintains web mapping applications for many Minnesota cities. An interactive zoning map can make information more accessible and useful to both staff and the public. In addition to supporting the proposal's scope, we are ready to assist with customized online tools and applications that can assist with staff application processing, public information access, and data management.

municipal improvement projects from planning through construction, and he has special expertise in guiding projects with federal aid, state aid, and municipal agreements. Kevin focuses on the right blend of common sense and creativity to develop the right solutions for his clients.

Relevant Project Experience:

- Concord Exchange Streetscape and Conceptual Plan, South St. Paul, MN



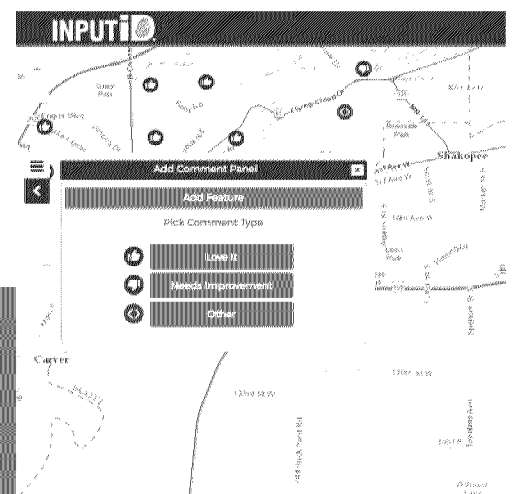
Sarah Strain
Planner

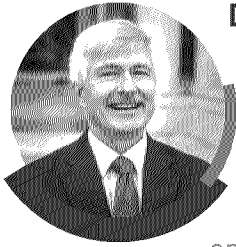
Sarah will assist with plan and code development.

Sarah is a planner who joined Bolton & Menk in 2017. Sarah enjoys working closely with communities to develop comprehensive plans. Fitting all the puzzle pieces together to create a future picture of the community motivates her to build a deep understanding and relationship with each community. Sarah is an integral part of the municipal planning staff assisting with comprehensive planning, area plans, land use analysis, zoning and ordinances, and community engagement. She also assists with environmental review and grant writing.

Relevant Project Experience:

- Planning and Zoning Administration, City of Wabasha, MN





Don Elliott, FAICP (Clarion)
Senior Planner

Don will lead the development of TOD and mixed-use development zoning code elements, and provide guidance on overall code development.

Don is a director with Clarion Associates. His practice focuses on plan implementation, zoning, development regulations, and international urban development.

Prior to joining Clarion in 1995, Don was project director for the Denver Planning and Community Development Office. He also advised numerous local governments in Russia on land use issues, served as democracy and governance advisor for USAID in Uganda, completed research projects on planning and slum upgrading issues in India, and drafted zoning regulations for Ulaanbaatar, Mongolia.

He is the author of *A Better Way to Zone* (Island Press, 2008), and co-author of *The Rules That Shape Urban Form* (APA 2012) and *The Citizens Guide to Planning* (APA 2009). Don is a member of the Denver Planning Board and teaches a graduate level course in Land Development Regulation at the University of Colorado at Denver.

Relevant Project Experience:

- Consolidated Zoning/Subdivision Ordinance, Indianapolis, IN
- New Zoning Code, Philadelphia, PA
- Zoning Code Revision, Detroit, MI
- Zoning Ordinance, Columbia, MO; Rochester, MN; Ann Arbor, MI
- Development Codes: Fort Wayne/Allen County, IN; Lake Oswego, OR; Bloomington, IN
- Hybrid Codes: Youngstown, OH; Duluth, MN; Dublin, OH; Albany, NY



Analiese Hock (Clarion)
Planner

Analiese will work on zoning code development.

Analiese is a planner in Clarion's Denver Office. Prior to joining Clarion, Analiese was a senior

planner for the City and County of Denver. Her focus was the effective implementation of plans and policies through tools such as zoning, design standards and guidelines, and infrastructure plans. While at the city, she successfully led area-specific updates to the Denver form-based code and associated design standards and guidelines for areas of downtown. She also worked on a series of zoning overlays in TOD areas to implement the station area plans.

Relevant Project Experience:

- TOD Zoning Overlay and Associated Rules and Regulations, Denver, CO
- Zoning Code Text Amendments for Multi-Family Infill, Denver, CO
- Unified Development Update, Bloomington, IN
- Ridgway Master Plan, Ridgway, CO
- New Code Northglenn, Northglenn, CO



Sung Han (Clarion)
Assistant Planner

Sung will work on zoning code development.

Sung is an associate in Clarion's Denver office, and a recent graduate of the Urban and Regional

Planning Program at the University of Colorado at Denver. Prior to joining Clarion, Sung worked as a planning tech for the City of Boulder's Comprehensive Planning Department working primarily on the City's Comprehensive Plan Update. He played a vital role in the city's project team having been tasked with a variety of responsibilities including graphic visualization, best practices research, and site analyses. Sung is a member of the American Planning Association.

Relevant Project Experience:

- Parker Land Development Ordinance, Parker, CO
- Charlotte Future, 2040 Comprehensive Plan, Charlotte, NC
- Lafayette Infill Standards, Lafayette, CO
- Reno Master Plan Update, Reno, NV
- University Station Area Plan, Denver, CO

**Andrew Dresdner, AICP
(Cunningham)**

Urban Designer

Andrew will lead formation of site/area development concepts for the three targeted locations.

Andrew has more than 15 years of experience in urban design and urban planning for both private and public clients. He is committed to creating mixed-use communities with lasting value and enduring beauty. His focus has been to use the design process in a public forum to collaboratively solve urban and neighborhood problems. Andrew is particularly skilled at managing diverse viewpoints to create solutions that add value to both public and private interests.

Prior to joining Cunningham Group, Andrew worked with Urban Design Associates as studio director. In that role, he was responsible for the studio's design direction and financial performance and for leading large, interdisciplinary teams and subconsultants through complex and high-profile projects.

Relevant Project Experience:

- GrandView District Development Framework, Edina, MN
- Robert Street Corridor and Downtown Plan, West Saint Paul, MN
- Uptown Small Area Plan, Minneapolis, MN
- Lowertown District Master Plan, Saint Paul, MN
- Shingle Creek Master Plan, Brooklyn Park, MN
- Hopkins Comprehensive Plan, Hopkins, MN

**Ana Nelson, ASLA, PLA
(Cunningham)**

Landscape Architect

Ana will work on the site/area development concepts for the three targeted locations.

Ana has over 18 years of experience as a landscape architect, project manager and serving as lead on projects. She has successfully led a diversified spectrum of urban design and park projects ranging from small-scale site design to large-scale campus, open space, and mixed-used redevelopment planning efforts. As a senior landscape architect, Ana works directly with the project team and client to create engaging,

sustainable and livable environments. Her commitment to an inclusive and collaborative approach, including active public participation, is key to the successful implementation of many projects.

Relevant Project Experience:

- Four Seasons Mall Redevelopment Study, Plymouth, MN
- Bassett Creek Valley Redevelopment Project, Minneapolis, MN
- McAllen Development Mixed-Use Master Plan, McAllen, TX
- Chaska Downtown Master Plan, Chaska, MN
- Lakes at Lyndale Connectivity Plan, Richfield, MN
- Minneapolis Public Realm Framework Analysis, Minneapolis, MN

**Jena Stanton, ASLA
(Cunningham)**

Landscape Designer

Jena will work on the site/area development concepts for the three targeted locations.

Jena has extensive experience in site design and planting plan services. Prior to joining Cunningham Group, Jena worked with JLG Architects where she provided services on project teams encompassing: program compliance, design intent, code and agency requirements, and assumed direct responsibility for quality control of the contract documents for commercial, civil and mixed-use projects.

She served on a nine-member Architectural Review Commission in Mandan, North Dakota, which is responsible for reviewing site and building plans involving commercial properties to ensure they are desirable environment for occupants and compatible with the character of adjacent developments.

Relevant Project Experience:

- Arden Hills Training Center Campus Master Plan (TCAAP), Arden Hills, MN
- City of Richfield Cedar Avenue Corridor Plan, Richfield, MN
- Dodd/Smith Road Small Area Plan, West Saint Paul, MN
- City of Green Bay Shipyard Area Plan, Green Bay, WI
- Hopkins Comprehensive Plan Update, Hopkins, MN



Julie Kimble (KimbleCo)

Principal, Real Estate Advisor

Julie will focus on development feasibility and strategy for the targeted sites, including funding approach.

Julie started her real estate development career in the mid-1980s at Boisclair Corporation, moving to Northland Development in nearby Brooklyn Park, and then the St. Paul Port Authority. While at the Port Authority Julie developed and managed industrial park development, drove economic development through real estate projects, managed a \$300M+ bond portfolio of developed projects, and re-positioned Real Estate Owned.

Julie developed real estate locally and nationally for Opus for almost 14 years and served in an asset management leadership role. She then moved to the Global WorkPlace Solutions group of Johnson Controls where she managed from London, England, a global outsourced real estate and facilities business for a Fortune 5 company with a team of 600 across 33 countries, and subsequently a national business of the same for mid-market companies and healthcare.

She launched her own commercial services firm in 2014, serving a range of public and private clients. Julie also serves as a planning commissioner for the City of Roseville. KimbleCo successfully completed a project for a large Twin Cities based company relative to the Minneapolis 2040 comp plan process. It effectively influenced a change in the comprehensive plan to better fit future real estate development opportunities for its customer and provide greater economic development outcomes for the city.

Relevant Project Experience:

- Towerside Innovation District Development Implementation, Minneapolis, MN
- The 428 Urban Mixed Use Commercial Development, St. Paul, MN
- Multiple Build-to-Suit Office and Industrial Projects for Fortune 500 Companies: Columbus, OH; Fort Worth, TX; St. Louis, MO; Salt Lake City, UT; Lebanon, IN; Fort Lauderdale, FL
- National Roll-Out for Healthcare Business Site Selection – Multiple Locations



Ericka Miller, CCIM (KimbleCo)

Principal, Real Estate Advisor

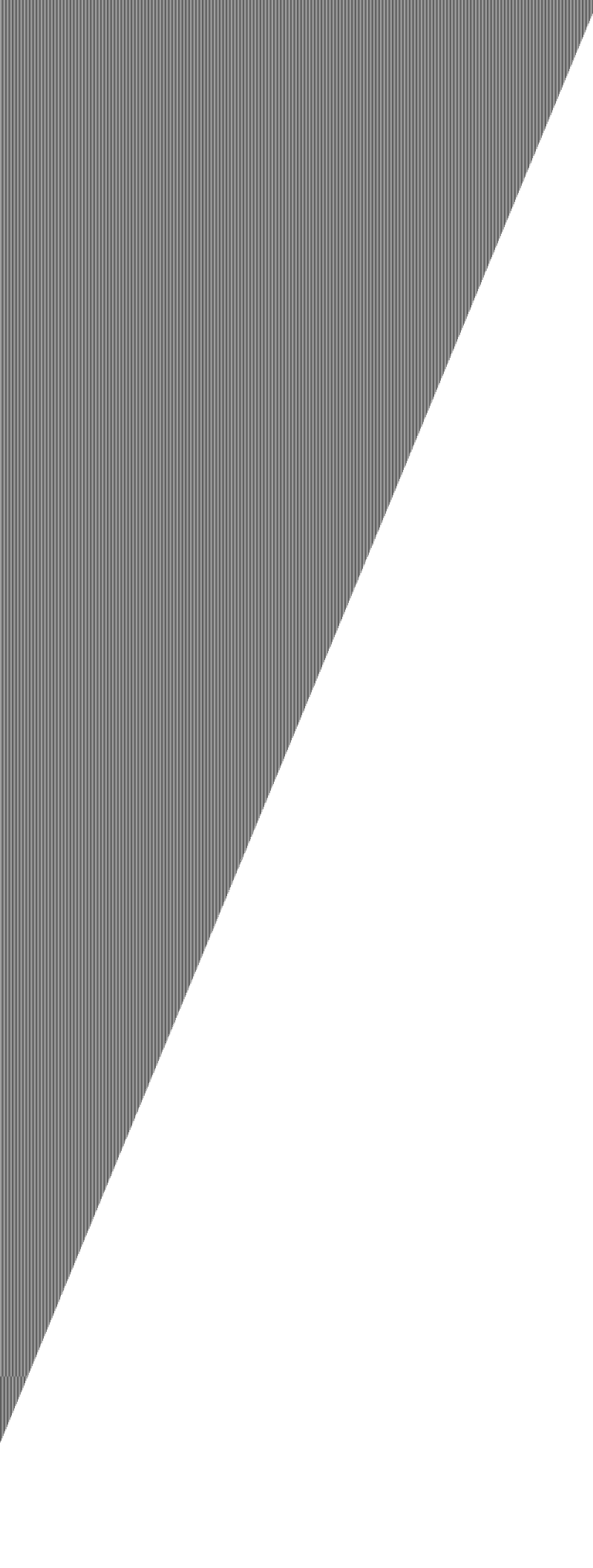
Ericka will assist with real estate strategy for site and area development.

Ericka began her career at Welsh Companies (now Colliers) as a real estate analyst moving from there to SPEDCO and on to Opus as a developer. After Opus she worked in corporate real estate at Ameriprise and then moved to Global WorkPlace Solutions at Johnson Controls where she put together complex global facilities and real estate outsourcing projects. After a stint in brokerage with Savills Studley Ericka joined KimbleCo. She truly has experience from every side of the real estate lens.

Relevant Project Experience:

- The Bridges at Arbor Lakes, Maple Grove, MN (residential development)
- Excelsior Crossings, Hopkins, MN (office HQ development)
- Woodbury Lakes, Woodbury, MN (retail development)
- 11055 Wayzata Boulevard, Minnetonka, MN (office development)

Our project team shares a commitment to finding innovative solutions that reflect Brooklyn Center's community character, encourage private investment, leverage public investments including transit, and support livability and vitality.

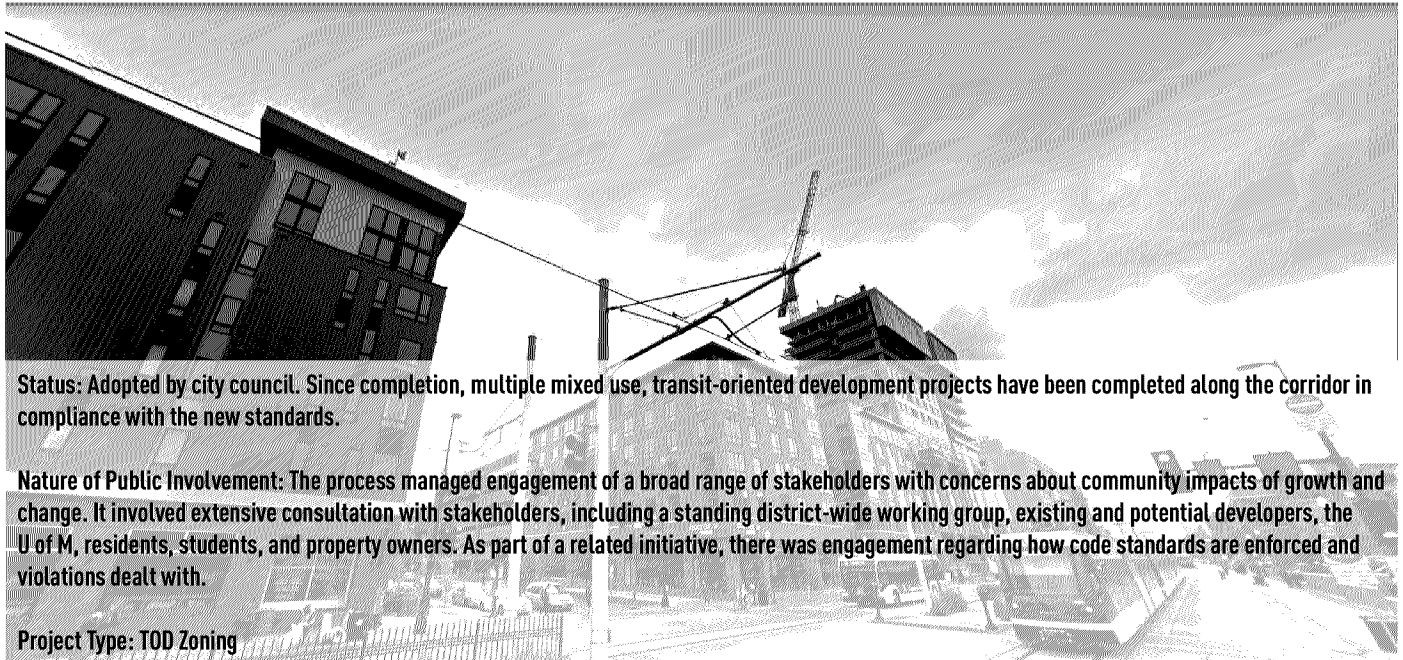


COMPARABLE **PROJECTS**

Section 3



GREEN LINE LRT/UNIVERSITY DISTRICT TOD ZONING AND REGULATORY UPDATE City of Minneapolis, Minnesota



Status: Adopted by city council. Since completion, multiple mixed use, transit-oriented development projects have been completed along the corridor in compliance with the new standards.

Nature of Public Involvement: The process managed engagement of a broad range of stakeholders with concerns about community impacts of growth and change. It involved extensive consultation with stakeholders, including a standing district-wide working group, existing and potential developers, the U of M, residents, students, and property owners. As part of a related initiative, there was engagement regarding how code standards are enforced and violations dealt with.

Project Type: TOD Zoning



**BOLTON
& MENK**

Real People. Real Solutions.

With the construction of the Green Line LRT through the University of Minnesota campus area in Minneapolis, tremendous potential

was opened up for development. However, the complex interaction of land uses around the campus area meant that citywide transit oriented zoning districts did not work well in this area of the city.

While with the City of Minneapolis, Haila Maze led a project to review zoning and land use regulations in the area to determine what changes were needed to be responsive to the market in the area, strengthen community character and livability, and support goals for growth in TOD areas.

The result was a series of updates to the zoning code, including a new zoning overlay district, reductions in vehicle parking requirements, incentives for shared vehicles and alternative modes, adjustments to form-based elements, and flexibility in the scale of development.

Similarities to the Project

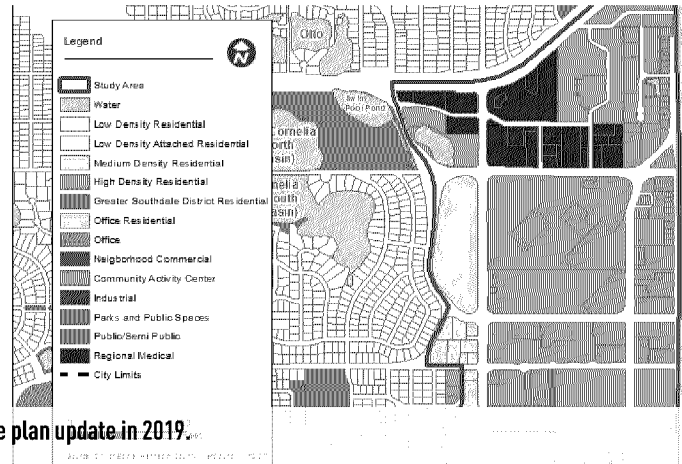
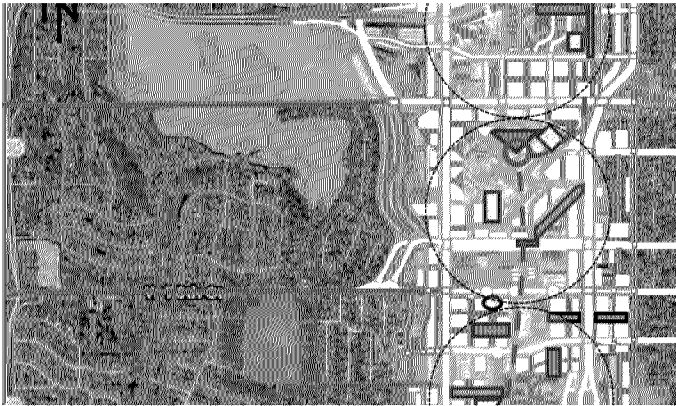
- TOD zoning update for area with new planned transit
- Adjusting regulatory framework to reflect market realities and city goals
- Leveraging public investment

Reference: Kjersti Monson (formerly with City of Minneapolis), 612-743-3496, Kjersti@duvaldevelopment.com



GREATER SOUTHDALÉ DISTRICT PLAN

City of Edina, Minnesota



Status: Adopted in late 2018, and still to be incorporated in the comprehensive plan update in 2019.

Nature of Public Involvement: This plan arose out of community concerns about proposed development, and there was a high expectation for stakeholders to be kept involved and engaged throughout the multi-year process. Community-driven process with steering committee structure and extensive consultation with local stakeholders through series of meetings and informal conversations, design charrettes, and a large-scale walk-on map

Project Type: District development plan, with mixed-use infill development and TOD



To inform its 2040 Comprehensive Plan Update, the City of Edina undertook a series of small area plans for change areas. The largest

one by far was for the 750+ acre mixed use district around Southdale Mall.

Bolton & Menk was contracted to work on this small area plan as part a team including Comejo Consulting, Biko Associates, and Architectural Field Office. Its role focused on the community assessment, land use, environment, health, and housing elements.

The planning vision focused on reinventing this aging area as a vibrant, livable, mixed-use, and transit oriented district that continues the local tradition of innovation. The guidance for this area is organized around a series of district systems, including public spaces and facilities, parks and open space, stormwater management, multimodal transportation, and high-quality design elements. Land use discussions explored the future of retail and office space, as older areas must be reinvented to keep up with emerging preferences and market realities. Multimodal transportation planning included consideration of the planned E Line BRT, whose preliminary route alignment will serve the district.

Zoning Code Rewrite | City of Brooklyn Center, Minnesota

The resulting plan substantially increases the zoning intensity for the district and its ability to accommodate additional growth.

Similarities to the Project

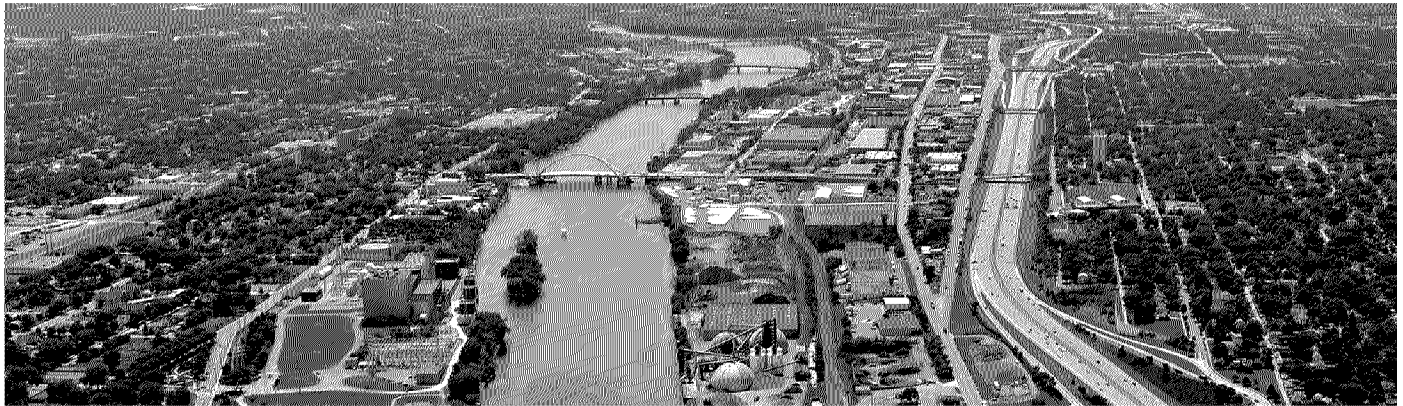
- Redevelopment vision for older mall district in inner ring suburb
- Transit oriented development plan for future BRT corridor
- Commitment to authentic community engagement

Reference: Cary Teague, Community Development Director, 952-826-0460, cteague@EdinaMN.gov



ABOVE THE FALLS MASTER PLAN

City of Minneapolis, Minnesota



Status: Adopted. Multiple new residential, office, and light industrial projects completed. Regional park and trail development underway.

Nature of Public Involvement: Extensive outreach including standing community advisory committee, outreach to youth and students through design workshops, culturally specific and bilingual events for diverse targeted communities, online and in-person community surveys, pop-up events coordinated with park activities, project website, media outreach, design charrettes for master planning elements. This included a complex process for consensus building across diverse groups and perspectives.

Project Type: Redevelopment strategy



**BOLTON
& MENK**

Real People. Real Solutions.

The industrial riverfront area north of Downtown Minneapolis needed new investment. Marked by heavy industrial and bordering

the poorest neighborhoods in the city, the area also lacked riverfront parks and a trail that extended along the rest of the riverfront. The area needed a new vision for redevelopment, reinvestment, and public amenities.

Haila Maze, while with the City of Minneapolis, led the Above the Falls Master Plan process, including an update to the park board's Above the Falls Regional Park Master Plan. This plan presented a feasible yet transformative path forward for the area based on analysis of both fiscal/economic and public health impacts.

A component of the plan included collaborating with the Minnesota Department of Health to complete a Health Impact Assessment to evaluate the potential health implications of the proposed project. This work was presented at a national health conference and published in a public health journal.

Since the plan's adoption, steady progress has been made on both the riverfront park and trail system and new private sector development.

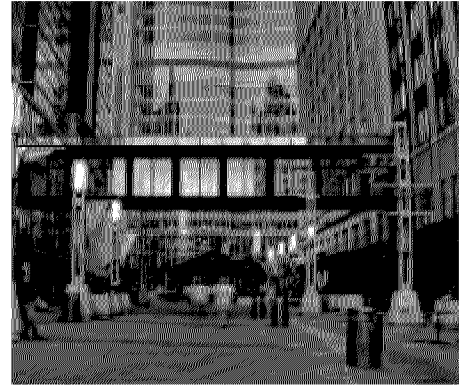
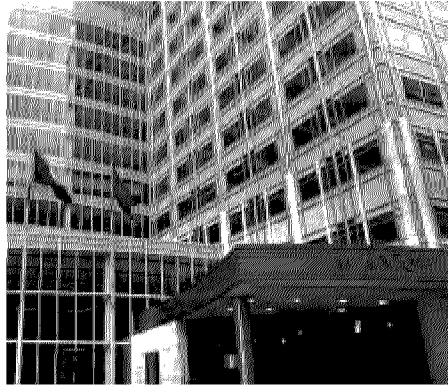
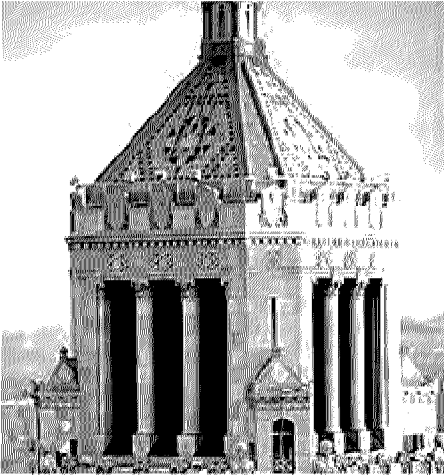
Similarities to the Project

- Mixed use redevelopment area planning
- Planning for diverse population in core Twin Cities community
- Need for transformative vision and placemaking
- Leveraging public investments and publicly-owned land
- Impacted by Mississippi River Critical Area

Reference: Jim Voll, Principal Planner, 612-673-3887, james.voll@minneapolismn.gov



LAND DEVELOPMENT REGULATIONS UPDATE FOR TOD City of Rochester, Minnesota



Status: Draft TOD and infill regulations are scheduled to begin the adoption process in the spring of 2019, and the remaining portions of the assignments will be completed by the end of 2019.

Nature of Public Involvement: Separate stakeholder groups for each of the four project components – each of which includes both neighborhood and builder/developer representatives. Four rounds of stakeholder meetings, four briefings to city council, two public open houses, and two neighborhood forums have been conducted to date. In addition, a project website and open-ended invitation list was created, and public comments are received and tracked by topic. Footnotes to regulatory drafts identify changes made in response to public comments.

Project Type: TOD zoning code.

CLARION

Rochester is the third largest city in Minnesota, home to more than 110,000 residents and the world-renowned Mayo Clinic, and the winner of many “best city” awards for its high quality of life and strong economy. In its recent Planning to Succeed comprehensive plan update process, Planning to Succeed, the city identified prioritized expansion of transit options and incentivizing transit-oriented development, which required significant updates to Rochester's Land Development Manual.

In 2017, Clarion Associates was retained to work with the Rochester-Olmsted Planning Department. Clarion's updates focus on (1) infill and redevelopment tools, (2) incentives and restricted development, (3) transit-oriented development zoning, and (4) other updates needed to implement the comprehensive plan. Clarion has worked closely with stakeholder groups assembled by the city to address each of those key topics.

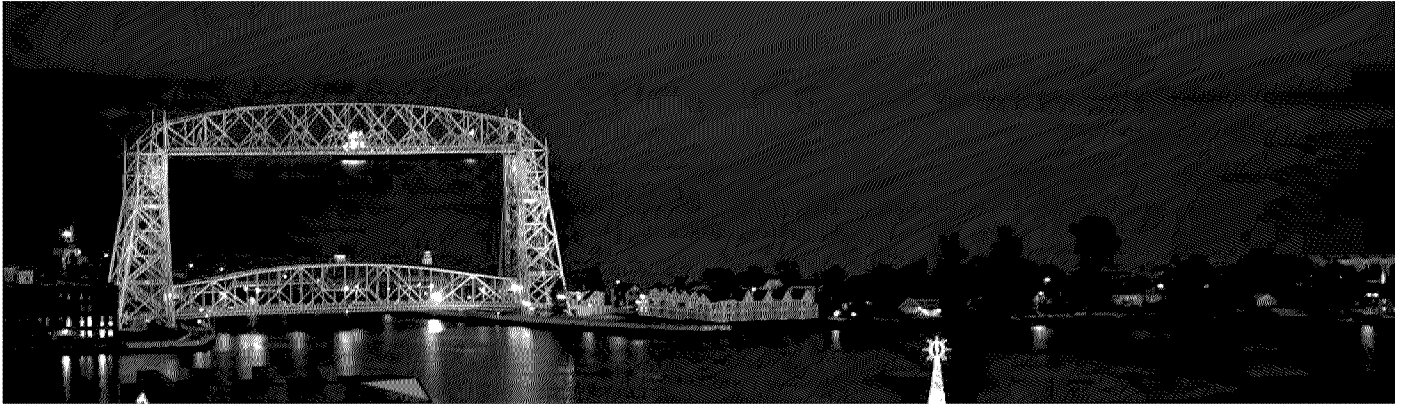
Similarities to the Project

- TOD zoning district development
- Update to land development regulations to address changing community needs
- Comprehensive plan implementation

Reference: Ryan Yetzer, Senior Planner, 507-328-7157, Yetzer.ryan@co.olmsted.mn.us

UNIFIED DEVELOPMENT CODE

City of Duluth, Minnesota



Status: The new UDO was adopted unanimously by the Duluth City Council in August 2010. It is currently being used to guide community development.

Nature of Public Involvement: Project steering committee including a diverse array of stakeholders that met approximately eight times during the project. In addition, numerous public and neighborhood meetings were held, and briefings for the downtown business areas most affected by the introduction of form-based zoning tools. Public meetings were held to present and discuss proposed regulatory changes at seven different stages in the drafting and review process. Changes made in response to public comments were footnoted in project documents.

Project Type: Unified development ordinance.

CLARION

The City of Duluth retained Clarion Associates to lead a team including Farr Associates and Ayres Associates in the

development of the city's first unified development code. The purpose was to implement the city's comprehensive plan through the establishment of form-based zoning districts and development standards for some areas, while promoting reinvestment and sustainability. The new UDO replaced the city's outdated and cumbersome 1958 zoning code.

The new UDO consolidates, integrates, and streamlines existing regulations on zoning, subdivision, signs, street permits, right-of-way vacation, erosion and sediment control, stormwater management, wetlands, floodplains, heritage preservation, and view protection.

Building on form-based zoning charrettes supported by the Knight Foundation, the new UDO includes nine highly graphic form-based districts with detailed building type regulations. Form-based districts are designed for application in five older, walkable areas of the city, including downtown Duluth and the emerging waterfront mixed use/entertainment area. This was designed to reflect existing community character. The UDO also

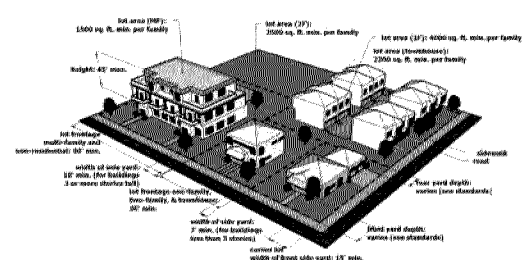
includes some of the first municipal stormwater and shoreland regulations in Minnesota implementing strict new state mandates in those areas. In order to promote investment and reinvestment in Duluth, the UDO regulations also streamline development review and approval procedures.

Similarities to the Project

- TOD zoning district development
- Update to land development regulations to address changing community needs
- Comprehensive plan implementation
- Replacement of outdated zoning code

Reference: Jenn Moses, Senior Planner, 218-730-5328,
jmoses@duluthmn.gov

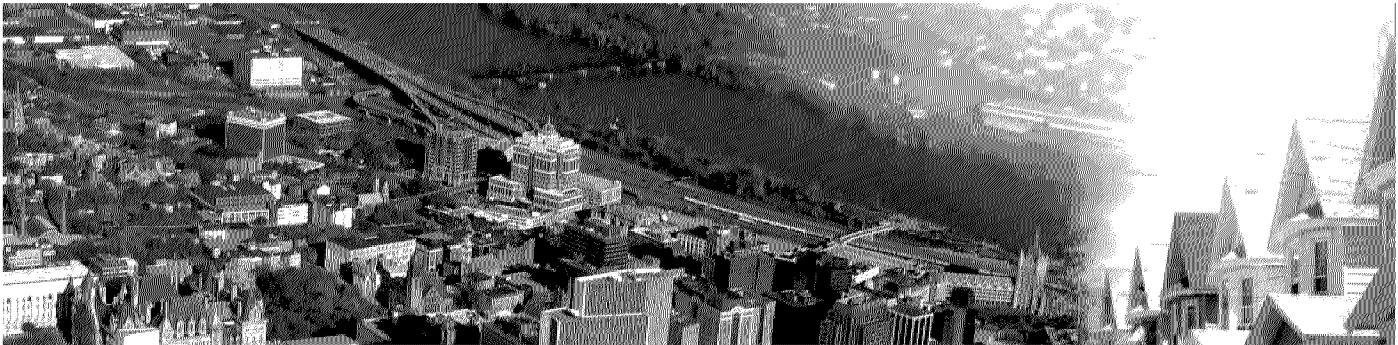
B-2 Example Lot Layout





SUSTAINABLE DEVELOPMENT ORDINANCE

City of Albany, New York



Status: The code was adopted by the Albany Common Council in 2017. See sample plan section for illustrations of recent development projects developed under that code.

Nature of Public Involvement: User-friendly website for the project that served as a clearinghouse for all project related comments and communications. In addition, six separate rounds of meetings and workshops with community, stakeholder, and business groups, the Planning Board, the Board of Adjustment, and a widely representative Steering Committee assembled for the project. Key public and quasi-public entities such as Capitalize Albany (charged with funding reinvestment efforts) and Albany Water (charged with implementing new EPA standards to reduce serious flooding issues) were the recipients of additional focused outreach efforts.

Project Type: Unified development ordinance, TOD zoning.

CLARION

Founded in 1638, Albany, New York, has a storied role in the history of both New York State and the U.S. Situated on the Hudson

River and the Erie Canal, and the seat of New York State government, the city boasts single-family neighborhoods, major universities and medical centers, and the Nelson Rockefeller-era state government complex. It also struggles with neighborhood disinvestment and with a low property tax base due to the high percentage of tax exempt property in the city.

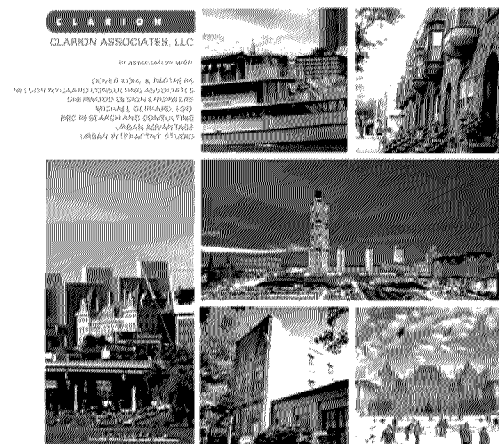
In 2014, Clarion Associates was retained to lead a team of consultants including Dover Kohl Associates, Nelson\Nygaard, Arnold & Porter, and Sherwood Engineering, among others, to develop a new Unified Sustainable Development Ordinance for the city. The project began in early 2015, and resulted in the integration of more than 20 city ordinances related to zoning, subdivision, environmental protection, signs, and specific use regulations, woven together to maximize sustainable redevelopment and promoted new opportunities for economic development in Albany. A special focus of the project was on the Mixed-Use Form-Based Central Avenue zone district, which was designed to promote

Transit-Oriented Development along the city's primary Bus Rapid Transit corridor.

Similarities to the Project

- TOD zoning district development
- Planning for reinvestment in challenged community

Reference: Chris Spencer, Planning Director,
518-434-5262, cspencer@albanyny.gov



ALBANY, NEW YORK
April 2017



TOWERSIDE INNOVATION DISTRICT

Cities of Minneapolis and St. Paul, Minnesota



Status: Plans for the area are currently in process of implementation. Successful outcomes included:

- The cities of St. Paul and Minneapolis passing resolutions to establish the innovation district
- Completed projects including District Stormwater, Green 4th Street, and District Energy.

Nature of Public Involvement: Complex stakeholder process including 30+ organizations. Consultant needed to build consensus for new innovations and concepts among this diverse group over the 370 acres including existing property and business owners, developers with new construction sites, two cities and counties, the University of Minnesota and many other formal and informal groups.

Project Type: Redevelopment strategy with TOD elements and district systems



The 370-acre Towerside district sits on the Minneapolis/St. Paul border, encompassing the transitioning industrial areas around three Green Line LRT stations. It is also the only designated innovation district in the Twin Cities with the intent to mix entrepreneurs, residents, researchers, developers, and businesses with a new, restorative, healthy, and arts-inspired community. It is a national model for developing a thriving equitable urban community. Towerside represents a new way of thinking about a significant area of underdeveloped land in the heart of the Twin Cities.

KimbleCo was hired to translate stakeholder vision into actionable implementation, including establishing priorities, developing integrated timelines, budgets, and approval processes, negotiating of agreements, securing of district-level funding (over \$2M), development of the business case analysis, and complex stakeholder and technical consultant management. KimbleCo was accountable to launch Phase I of District scale systems to include new and enhanced green street grid, parking, energy, greenspace, stormwater, and regional transportation connectors for pedestrians, bikes, and cars.

KimbleCo worked with an amazing group of over 30 stakeholder organizations, both public and private including many property owners and developers who were instrumental in making Towerside's launch a reality. Critical was the development of the vision which resulted in both cities of Minneapolis and St. Paul passing resolutions to create the first innovation district in Minnesota. While full implementation will take place over years, several development projects have already been completed—including a signature Surly destination brewery, the area's first full service grocery store, and market rate and affordable apartments.

Similarities to the Project

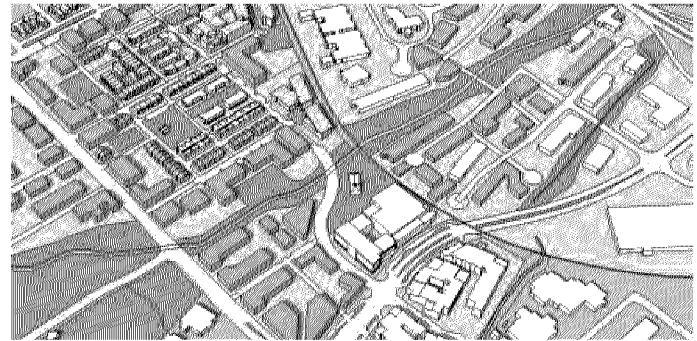
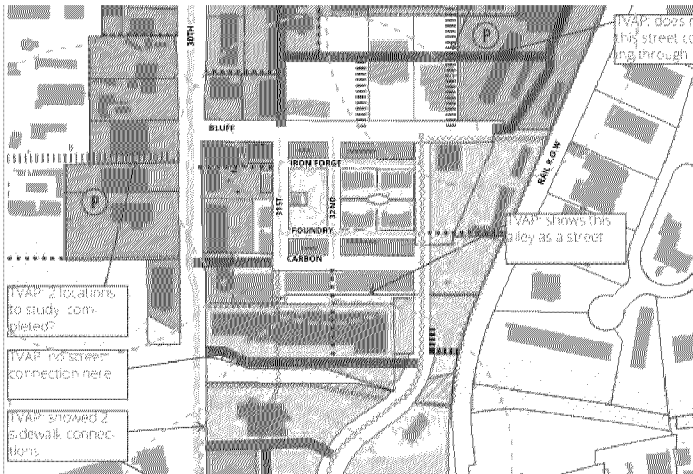
- TOD district development plan
- Funding and investment strategy
- Planning for reinvestment in transitioning area
- Addressed changing demographics, affordability, and placemaking
- Leveraging public investment

Reference: Sarah B. Harris, Managing Director, UMFREA, 612-366-7830, sharris@umfrea.org



BOULDER JUNCTION FORM BASED CODE

City of Boulder, Colorado



Status: Adopted by city council. The code has guided 4 new development projects (+/- 700 units and +/- 500,000 sf non-residential).

Nature of Public Involvement: Public engagement included open houses, a community working group, a visual preference survey for urban design elements, and public hearings.

Project Type: Form based code for TOD development.



In response to community displeasure with recent construction around Boulder, the city commissioned Codametrics and Cunningham Group to write a Form Based Code for Boulder Junction—an area of the city that was rapidly transitioning from industrial uses to a mix of transit oriented uses.

Similarities to the Project

- TOD district development plan
- Funding and investment strategy
- Planning for reinvestment

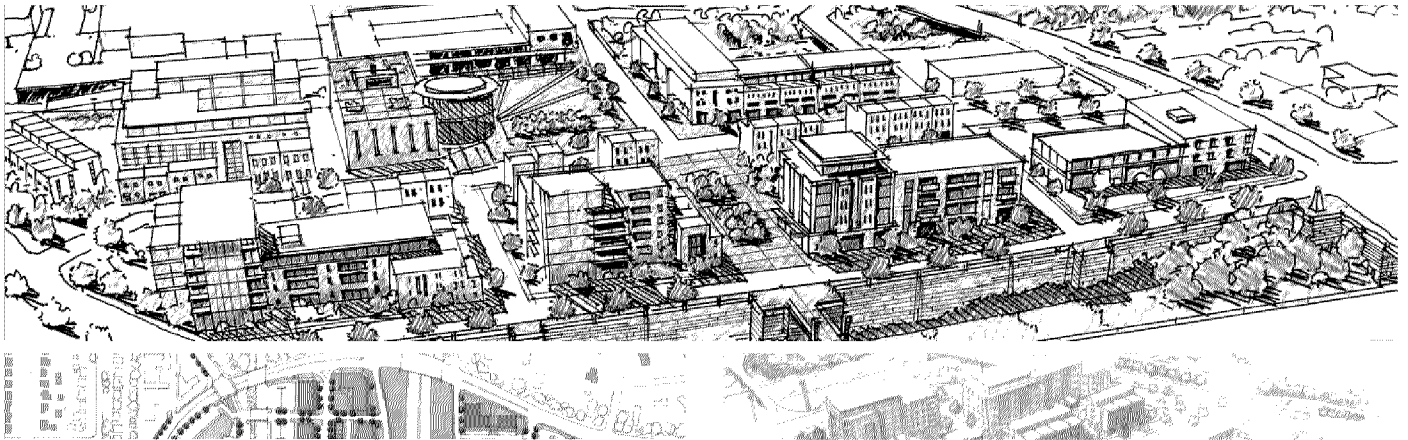
Reference: Karl Guiler, Senior Planner, (303) 441-4236, guilerk@bouldercolorado.gov

The code defines building types, public spaces, acceptable building materials, and critical viewsheds to the mountains to be protected. The code was developed with a citizen working group, city staff and the broader public. Codametrics was the lead code writer. Cunningham Group supported document production and led the urban design and visualizations components.



GRANDVIEW DISTRICT REDEVELOPMENT PLAN

City of Edina, Minnesota



Status: Adopted by city council. Since then, a TIF district was established, infrastructure analyses completed, and the plan is now guiding the review and construction of new residential and institutional uses.

Nature of Public Involvement: This process managed significant concerns from residents about the potential impacts of growth and its impact on the surrounding residential community. Engagement included open houses, community working group meetings and workshops, and public hearings.

Project Type: Redevelopment master plan.



The GrandView District is part of the original, historic development pattern of Edina. Located at the intersection of Highway 100 and Vernon/50th, the district has seen a number of changes in recent years with the city's public works operation moving out and the potential for the school district bus garage site to be redeveloped. These two sites along with other changes provided the opportunity for the city to initiate a redevelopment effort.

Working with a multi-disciplinary team, Cunningham Group led a participatory public process that scheduled input (including focus groups, program and committee meetings and public presentations) over three community workshops. The resulting development framework addressed a variety of public and private opportunities organized around a prominent public realm of pedestrian-oriented streets and park/plaza spaces all centered around the GrandView Commons—a public gathering space, connecting the street over the railroad corridor and a new public/community building.

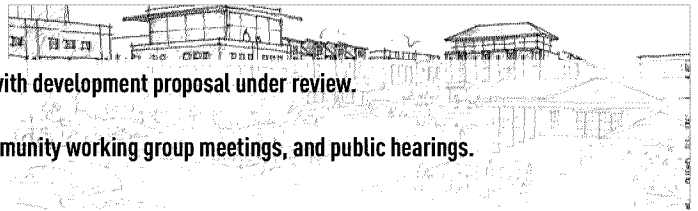
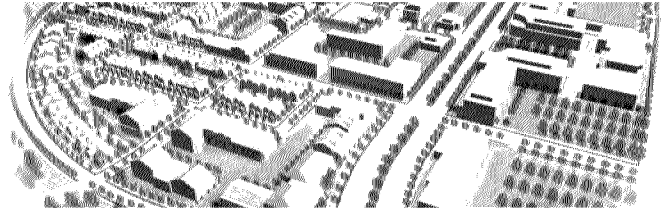
Similarities to the Project

- TOD district redevelopment plan
- Funding and investment strategy
- Incorporating civic uses and publicly owned land

Reference: Cary Teague, Community Development Director, 952-826-0460, cteague@edinamn.gov



RICE CREEK COMMONS MASTER PLAN (FORMERLY TCAAP) City of Arden Hills, Minnesota



Status: Completed and adopted. Currently in the process of implementation with development proposal under review.

Nature of Public Involvement: Public engagement included open houses, community working group meetings, and public hearings.

Project Type: Development master plan.



The TCAAP Master Plan sets the vision for the redevelopment of a 427-acre former military site located just fifteen minutes from downtown Saint Paul and Minneapolis.

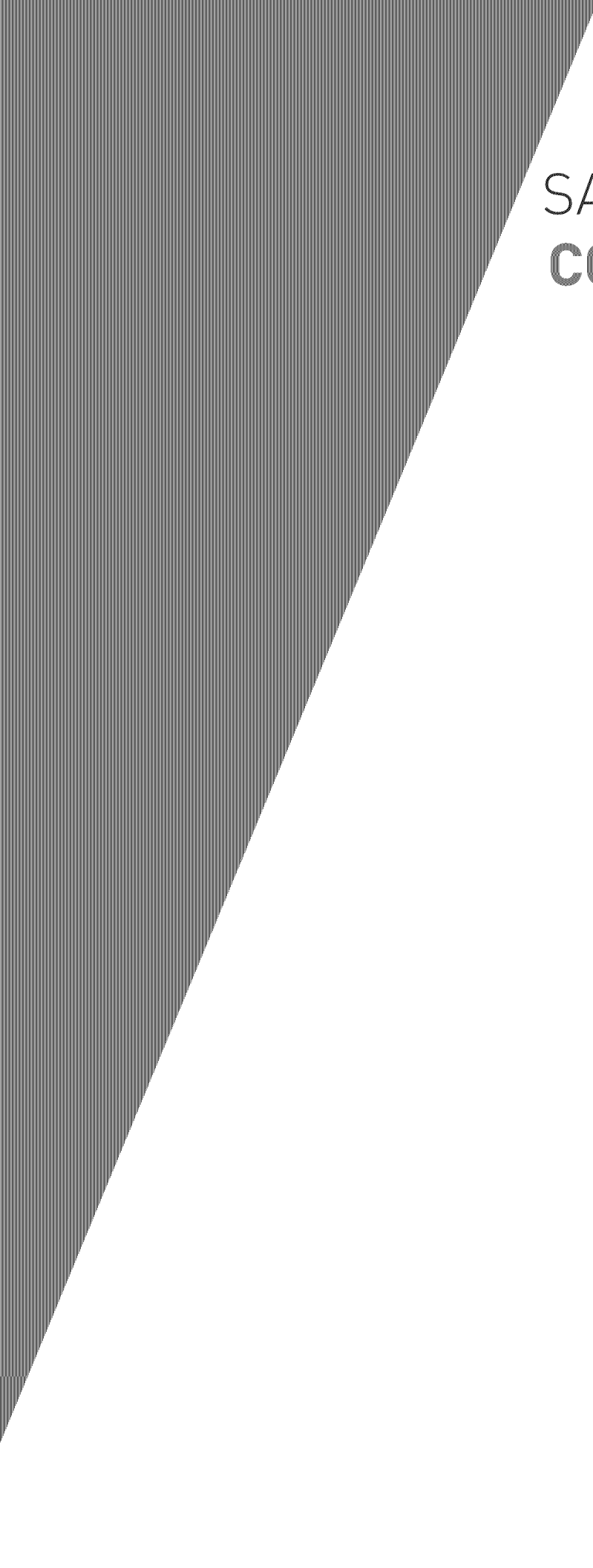
CUNNINGHAM
GROUP

The plan establishes three distinct neighborhoods - The Creek, The Town, and The Hill - each of which takes on the character of its setting. The Creek is encircled by open space and wetlands; The Town has a Main Street with mixed uses; and The Hill has terraced blocks and a park at the top with views across the site and towards downtown. Together they offer a variety of housing and commercial development types. Winding through the site is a linear open space that manages stormwater and provides opportunities for recreation.

Similarities to the Project

- Large-scale development master plan
- Mixed use development
- Incorporating publicly owned land

Reference: Heather Worthington (formerly with Ramsey County), heather.worthington@minneapolismn.gov, (612) 673-5095



SAMPLE PLAN AND **CODE DOCUMENTS**

Section 4



SAMPLE PLAN AND CODE DOCUMENTS

GrandView District Development Framework

City of Edina, Minnesota

Link to Plan Document: <https://bit.ly/2FfB5Vn>

Under Construction Projects (Residential):





Unified Sustainable Development Ordinance

City of Albany, New York

Link to Code Document: <https://bit.ly/2Qsw5yJ>

Completed and Under Construction Projects (Mixed Use):





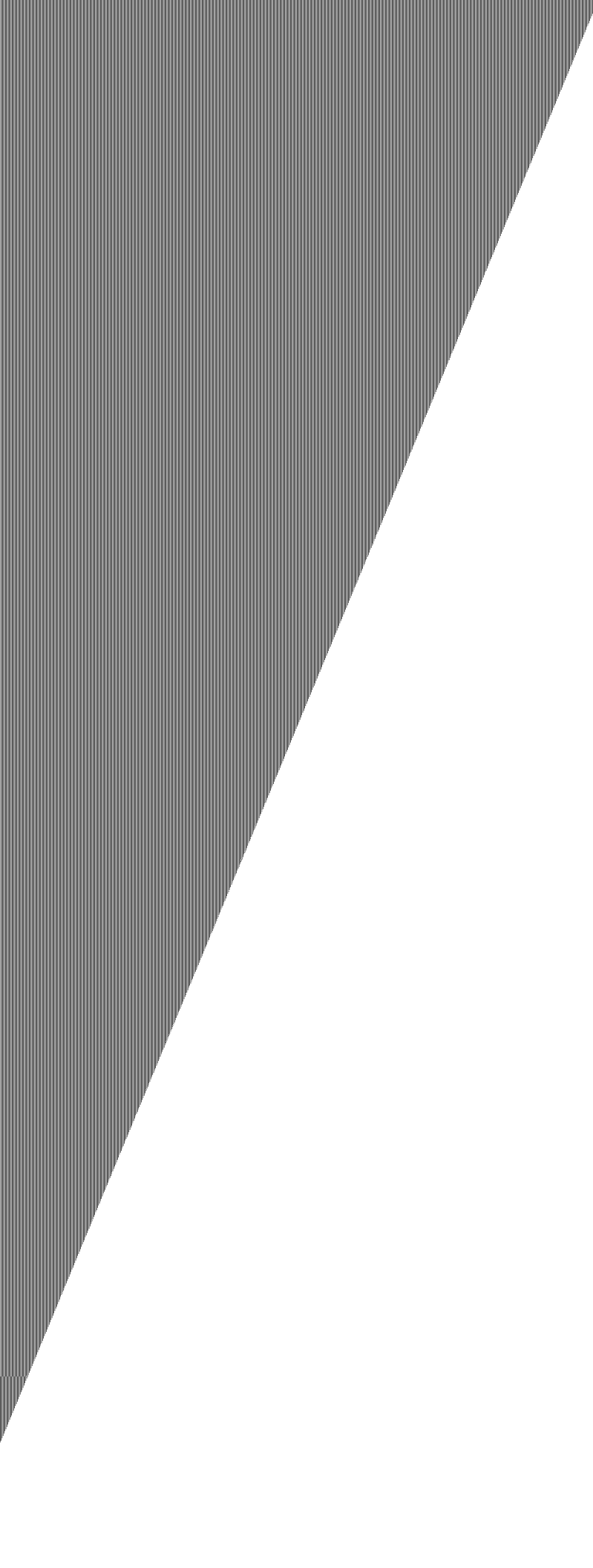
Above the Falls Master Plan City of Minneapolis, Minnesota

Link to Plan Document: <https://bit.ly/2FeKn4S>

Completed Projects (Office, Residential, and Light Industrial):

Note: Projects located in Mississippi River Critical Overlay District, with height limits





PROJECT

FEE

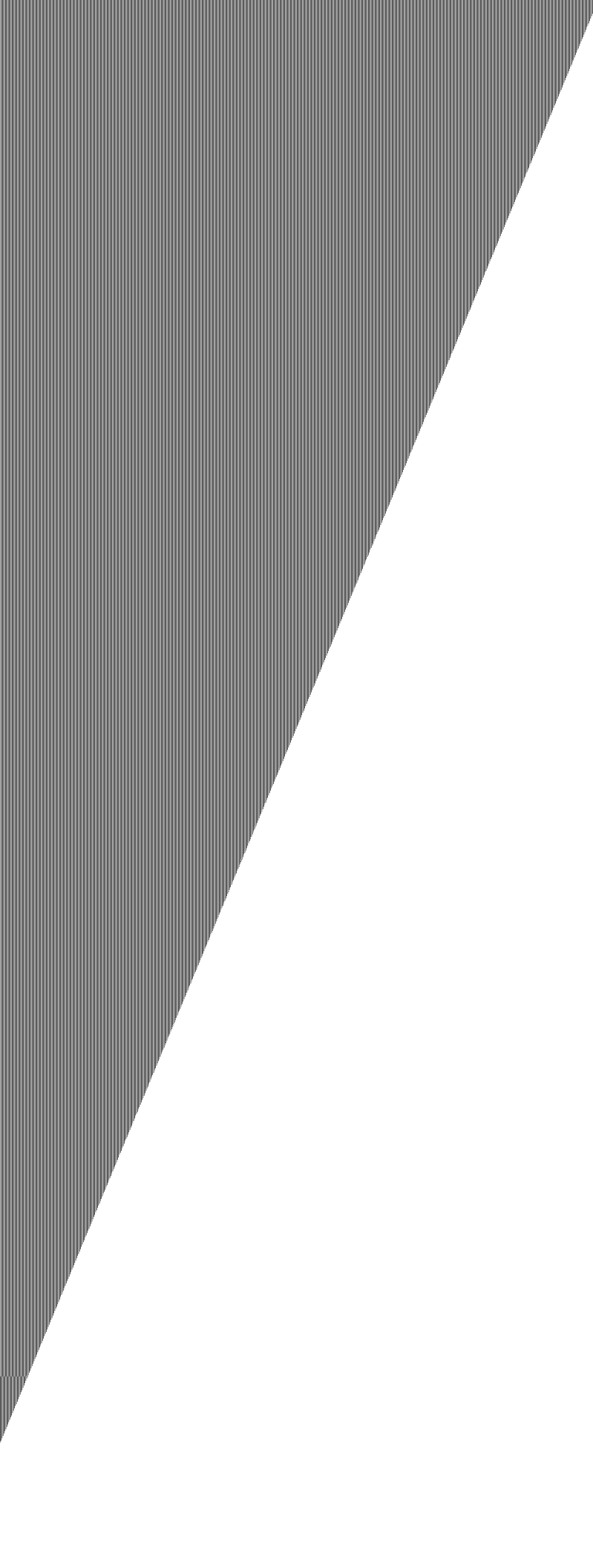
Section 5



PROJECT FEE

Total hours and hourly rate for each project team member are included below. Fees are negotiable based on final scope as determined. We are open to discussion regarding opportunities to increase funding for the project to expand what can be accomplished, and are available to assist with that as needed. The following table summarize the hours and cost breakdown for each major work task item. The estimated fee includes labor, general business, and other normal and customary expenses associated with operating a professional business. Unless otherwise noted, the fees include vehicle and personal expenses, mileage, telephone, survey stakes, and routine expendable supplies; no separate charges will be made for these activities and materials. Expenses beyond the agreed scope of services and non-routine expenses, such as large quantities of prints, extra report copies, major travel expenses, out-sourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance, and other items of this general nature will be invoiced separately.

Name	Title	Zoning Code	Hours		Total	Rate	Fee
			TOD Zoning	Site Specific			
Bolton & Menk, Inc.							
Haila Maze	Project Manager/Lead Planner	125	115	45	285	\$135	\$38,475
Angie Bersaw	Principal-in-Charge	4	4	4	12	\$145	\$1,740
Dan Lonnes	Client Service Manager	4	4	4	12	\$176	\$2,112
Jane Kansier	Senior Planner	110	30	0	140	\$145	\$20,300
Sam Kessel	Landscape Architect	0	0	30	30	\$118	\$3,540
Nicole Schmidt	Project Communication Specialist	60	60	20	140	\$90	\$12,600
Sarah Strain	Planner	160	70	0	230	\$85	\$19,550
John Shain	Lead GIS Specialist	40	20	0	60	\$152	\$9,120
Kevin Kielb	Project Engineer	0	0	45	45	\$175	\$7,875
Clarion Associates							
Don Elliott	Senior Planner	30	180	0	210	\$235	\$49,350
Analiese Hock	Planner	40	260	0	300	\$85	\$25,500
Sung Han	Assistant Planner	60	220	0	280	\$80	\$22,400
Cunningham Group							
Andrew Dresdner	Urban Designer	0	0	130	130	\$130	\$16,900
Ana Nelson	Landscape Architect	0	0	40	40	\$100	\$4,000
Jena Stanton	Landscape Designer	0	0	40	40	\$100	\$4,000
KimbleCo							
Julie Kimble	Principal, Real Estate Advisor	0	0	40	40	\$225	\$9,000
Ericka Miller	Principal, Real Estate Advisor	0	0	40	40	\$225	\$9,000
TOTALS		633	963	438	2079		\$261,362



RÉSUMÉS

Appendix A



Haila R. Maze, AICP
Senior Urban Planner, Land Use



Real People. Real Solutions.

Education

Master of Planning
University of Minnesota

Bachelor of Arts - Public Policy
Duke University

Certifications

American Institute of Certified Planners

Continuing Education

- Planning Law Review, MN APA
- Health Impact Assessment Training, Health Impact Partners
- Project Management, Facilitating Effective Meetings, and Engaging Communities, City of Minneapolis, MN
- Freight and Land Use Workshop, FHWA
- Artist-Led Community Engagement Through Creative City Making, Intermedia Arts
- Planning with Large Institutions, APA
- Integrating Water Resource Protection Into Local Comprehensive Plans, Minnehaha Creek Watershed District
- Green Building for Local Governments, MPCA
- Safety and Public Spaces, Design for Health
- Apartment and Student Housing Summit, MN Real Estate Journal
- Effective Site Plan Review, APA
- Adobe Photoshop, Illustrator, and InDesign, ITT

Organizations

American Institute of Certified Planners

American Planning Association

Awards

Outstanding Community Service Award, University of Minnesota

Creative Community Leadership Institute Fellow

Summary

Ms. Maze began her career in urban planning in 1998 and joined Bolton & Menk, Inc. in 2016. She has gained experience at the local and regional levels on numerous plans and projects. Her experience includes land use, transportation, and community development plans and projects, including comprehensive plans, small area plans, transit station area plans, heritage preservation studies, and a variety of technical studies and reports. Additionally, Ms. Maze has experience with project management, creative community engagement strategies, health impact assessments, land use and transportation modeling, community development lending, and environmental reviews.

Experience Plans

- Greater Southdale District Plan, City of Edina, MN
- 2040 Comprehensive Plan Update, City of Hopkins, MN
- Concord Exchange Streetscape and Conceptual Plan, City of South St. Paul, MN
- Grand Rounds Missing Link Development Study, City of Minneapolis, MN
- Central Mississippi Riverfront Regional Park Master Plan, City of Minneapolis, MN
- Comprehensive Plan "The Minneapolis Plan for Sustainable Growth", City of Minneapolis, MN
- Central Corridor/Green Line LRT Planning, City of Minneapolis, MN
- Stadium Village/University Avenue Transit Station Area Plan, City of Minneapolis, MN
- Above the Falls Master Plan, City of Minneapolis, MN
- Cedar Riverside Small Area and Regional Park Master Plan and West Bank Station Area Plan, City of Minneapolis, MN
- Dinkytown Business District Plan, City of Minneapolis, MN
- Como Blueprint Small Area Plan, City of Minneapolis, MN
- Audubon Park Neighborhood Master Plan, City of Minneapolis, MN
- Lowry Avenue NE Corridor Plan and Implementation Framework, City of Minneapolis, MN
- Charleston Regional Transportation Plan, Berkeley Charleston Dorchester Council of Governments, City of Charleston, SC
- Comprehensive Plan, City of Ridgeville, SC

Technical Studies and Reports

- Dinkytown Historic District Designation Study, City of Minneapolis, MN
- Above the Falls Health Impact Assessment, City of Minneapolis, MN
- University District Zoning and Planning Regulatory Review, City of Minneapolis, MN
- West Bank Implementation Study, City of Minneapolis, MN



Angie N. Bersaw, AICP
Senior Transportation Planner



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Education

Master of Arts - Urban and Regional Studies
Minnesota State University, Mankato

Bachelor of Arts - Corporate Finance
Minnesota State University, Mankato

Certifications

American Institute of Certified Planners

Continuing Education

- Systematic Development of Informed Consent, Hans Bleiker
- Environmental Stewardship & Streamlining Workshop, MnDOT
- Understanding Local Corridors and Their Revitalization, The Planning Center, APA
- Environmental Law Updates, MN APA
- Infrastructure Projects as a Driver for Land Use Visioning, MN APA
- TOP Participatory Facilitation Lab: Exploring Focused Conversation, MN Technology of Participation, MN APA

Organizations

American Institute of Certified Planners

American Planning Association

Summary

Ms. Bersaw began her career in 2003 as a transportation planner and is experienced in project management and transportation, community, and environmental planning. Her areas of specialty include transportation planning needs and alternatives analyses, municipal and county transportation plans, subarea and corridor studies, and NEPA/MEPA documentation. She has led corridor studies and long-range transportation plans as a project manager. She also routinely manages multi-agency stakeholder and public involvement activities on roadway system studies, intersection improvements, and roadway and trail design projects.

Experience

Corridor Planning and Design

- TH 41/CSAH 61 Corridor Study, Carver County and MnDOT Metro
- TH 10 Access Planning Study, MnDOT Metro
- Riverfront Drive Corridor Study, Mankato/North Mankato Area Planning Organization
- Belgrade Avenue Corridor Study, Mankato/North Mankato Area Planning Organization
- 18th Avenue Reconstruction, City of Rochester, MN
- CSAH 5 Preliminary Design, Olmsted County, MN
- Southview Boulevard in South St. Paul, Dakota County, MN
- CSAH 83 Corridor Readiness Study, City of Shakopee, MN
- 125th Street NW Corridor Preservation Study, Olmsted County, MN
- CSAH 24 (Old Towne Road) Improvements, Chisago County, MN
- TH 61 Downtown Improvements, City of Red Wing, MN
- CSAH 31 (Pilot Knob Road) Corridor Study, Dakota County, MN
- CSAH 68/TH 52 PEL Study, Goodhue County, MN

Transportation Plans

- 2045 Long Range Transportation Plan, Mankato/North Mankato Area Planning Organization
- Principal Arterial Intersection Conversion Study, Metropolitan Council and MnDOT
- Rice County Jurisdictional Study, Rice County, MN
- Northern Anoka County River Crossing Study, Anoka County, MN
- Rochester Airport Subarea Study/TH 63 South Corridor Preservation Plan, Olmsted County and MnDOT District 6
- Northern Rochester Transportation Study, City of Rochester, MN

Multimodal Planning

- River to River Greenway Study, Dakota County, MN
- Active Transportation Plan, City of Fairmont, MN
- Sidewalk and Trail Plan, City of Wells, MN

Angie N. Bersaw, AICP, Senior Transportation Planner

- Minnesota River Greenway, Eagan Alignment, Dakota County, MN
- Southwest Minnesota Regional Freight Study, MnDOT District 7

Environmental Studies and Documentation

- Washington Avenue Link Preliminary Design and EA, City of Saint Peter, MN
- CR 104/60th Avenue EA/EAW, Olmsted County, MN
- CSAH 24 Project Memorandum, Chisago County, MN



Daniel A. Lonnes, P.E.
Principal Project Manager



Real People. Real Solutions.

Education

Bachelor of Science - Civil Engineering
Montana State University

Registration

Professional Engineer, Minnesota and North Dakota

Continuing Education

- Minnesota Roundabouts Conference, University of Minnesota
- American's with Disability Act (ADA) Consultant Training, MnDOT
- Sensible Land Use Coalition - Complete Streets
- Towards Zero Deaths Safety Conference
- Minnesota Public Works Association Continuing Education Conferences

Organizations

American Public Works Association

American Society of Civil Engineers

Summary

Mr. Lonnes is a Principal Project Manager for Bolton & Menk, Inc. who began his career in 1998. He has experience designing and managing a wide variety of municipal and transportation projects. Mr. Lonnes' experience in transportation and municipal engineering includes preliminary and final roadway design, drainage design, utility design, traffic staging, construction administration, and numerous other elements of contract preparation and administration. He is experienced in managing projects requiring extensive coordination efforts, meeting aggressive project schedule requirements, and managing project related public relations and community involvement efforts. He has designed and managed numerous transportation projects requiring federal, state, county, and city participation and coordination. Mr. Lonnes has extensive experience working with cities to develop and construct large multi-jurisdictional projects requiring agency consensus-building and public relations efforts.

Experience

Preliminary and Final Design, Construction Administration

- TH 5 Widening and Reconstruction, City of Waconia, MN
- CSAH 10 Bridge & Corridor Reconstruction, Carver County, MN
- TH 284 and 10th Street Roundabout, City of Waconia, MN
- CSAH 83 (CR 42 to CR 82), Scott County, MN
- CSAH 60 and CSAH 82 Roundabout, Blue Earth County, MN
- TH 284/TH 5/CSAH 57 Reconstruction, City of Waconia, MN
- CSAH 3 Reconstruction and Bridge Replacement, Hennepin County, MN
- 169/494 Design Build, Preliminary Design, Design-Build Pursuit, MnDOT
- TH 10/TH 25 Reconstruction, City of Big Lake, MN
- Carver County River Crossing Study, Carver County, MN
- CSAH 20 Reconstruction, Carver County, MN
- TH 25 Reconstruction, Carver County, MN
- TH 284 and CSAH 10 Reconstruction, Carver County, MN
- CSAH 83 Reconstruction, Scott County, MN
- Silver Lake Road (CSAH 136), St. Anthony, Hennepin County, MN
- TH 10/CSAH 5 Reconstruction, City of Big Lake, MN
- TH 284 Corridor Layout, City of Waconia, MN
- TH 284 and 15th Street Roundabout, City of Waconia, MN
- CSAH 53 Roundabout, City of Cologne, MN
- Dakotah Parkway Roundabout, City of Prior Lake, MN
- 2007 Street Reconstruction Project, City of Mound, MN
- TH 5, CSAH 30 and Sparrow Road Construction, City of Waconia, MN
- Wildcat Way and Community Drive Roundabout, City of Waconia, MN
- Ramsey Trunk Sewer and Watermain, City of Ramsey, MN
- Dakotah Parkway Realignment, City of Prior Lake, MN
- CSAH 5/50 Reconstruction, City of Lakeville, MN

Daniel A. Lonnes, P.E., Principal Project Manager

- 34th Avenue (I-494 to 70th), City of Bloomington, MN
- Humphrey Parking Facility Exit Plaza, City of Bloomington, MN



Jane A. Kansier, AICP
Senior Urban Planner



Real People. Real Solutions.

Education

Master of Public Administration
Hamline University

Bachelor of Arts - Urban Studies
University of Minnesota, Duluth

Certifications

American Institute of Certified Planners

Continuing Education

- Management of Transit Construction Projects, National Transit Institute
- Transportation Asset Management, Transportation Research Board
- Lean 101 and Kaizen Facilitator Training, Minnesota Department of Administration
- Grant Writing, Grant Writing USA

Organizations

American Institute of Certified Planners

American Planning Association

Project Management Institute

Summary

Ms. Kansier began her planning career in 1984 and has worked in city and county planning, city administration, and public transit. She has extensive experience in the coordination and development of comprehensive plans, zoning ordinances, city codes, site plan and development review, grant writing, public transit, and project management. Her primary duties include project management for services related to municipal planning, metropolitan area comprehensive plan development, and land use analysis and impacts.

Jane has extensive experience in land use, zoning, and development review. In the course of her career, she has been involved with and led at least two complete rewrites of ordinances, as well as countless amendments. Jane is known for her approach to creative problem solving.

Experience

Empire Township

- Planning Services

City of Arden Hills

- Planning Services

City of Jordan

- On-Call Planning Services

City of Forest Lake, Minnesota

- 2040 Comprehensive Plan Update

City of Scandia, Minnesota

- 2040 Comprehensive Plan Update

City of Prior Lake, Minnesota

- 2040 Comprehensive Plan Update
- 2030 Comprehensive Plan
- 2020 Comprehensive Plan Update
- Zoning and Subdivision Ordinance Rewrite
- Downtown Development Guide

Minnesota Valley Transit Authority

- Northern Scott County Transit Service Study

City of Rochester, Minnesota

- Rochester Land Development Manual



Sam J. Kessel, PLA, LEED AP
Landscape Architect



Real People. Real Solutions.

Education

Bachelor of Landscape Architecture -
Iowa State University

Associate of Applied Science - Commercial Horticulture
Des Moines Area Community College

Registration

Professional Landscape Architect, Iowa, Minnesota

Certifications

Leadership in Energy and Environmental Design Accredited
Professional (LEED AP)

Summary

Mr. Kessel is a landscape architect for Bolton & Menk, Inc., beginning his career in 2005. He has developed a broad knowledge and extensive design experience in downtown redevelopments, urban parks, and recreation complex master plans. Mr. Kessel has worked on a number of successful projects that incorporate multimodal strategies from conceptual design and public involvement to construction administration. His passion for landscape architecture is exemplified through his use of innovative techniques and creative solutions that have resulted in many successful public and private projects throughout Iowa, Minnesota, and Colorado. His proficient design approach actively engages city staff and the public, effectively fostering public support that produces a product that will stand the test of time.

Experience

Downtown Streetscapes

- Broadway Avenue Streetscape, City of Albert Lea, MN
- Roosevelt Cultural District Streetscape, City of Des Moines, IA
- Riverfront Renaissance, City of Hastings, MN
- The Artery Streetscape Master Plan, City of Hopkins, MN
- Downtown Tree Lighting, City of Belle Plaine, MN

Roadway Projects

- Central Avenue Bridge, City of Estherville, IA
- 8th Street Design, City of Hopkins, MN
- TH 61 Reconstruction, White Bear Lake, MnDOT

Recreation and Parks Facilities

- Riverfront Renaissance, Hastings Riverwalk, City of Hastings, MN
- Three Affiliated Tribes Amphitheater, New Town, ND
- Fountain Lake Park Reconstruction, City of Albert Lea, MN
- Emmetsburg Marina, City of Emmetsburg, IA
- Trails Master Plan, City of Ogden, IA
- Hamlet Park Sports Complex, City of Cottage Grove, MN
- Recreation Complex Master Plan, City of Elko New Market, MN
- Benson Park, City of North Mankato, MN
- German Park Amphitheater, City of New Ulm, MN
- Water Trails Tool Kit, Iowa DNR
- State Bridge Amphitheater Concept Design, City of Bond, CO
- Single Track Trails Master Plan, Rockinghorse, City of Aurora, CO

Other

- Copper Mountain Fire Station, Copper Mountain, CO
- Heartland Baptist Church, City of Ames, IA

Sam J. Kessel, PLA, LEED AP, Landscape Architect

- Iowa Living Roadway Community Visioning Projects, Iowa State University
- Stormwater Management/Treatment Plan, City of Storm Lake, IA
- Living Street Manual, City of Maplewood, MN
- Rockinghorse Development, City of Aurora, CO
- Riverton on the Platte Development, City of Sheridan, CO
- Central Park Towers Complex, Al Reem Island, United Arab Emirates
- ProLogis Global Headquarters, City of Denver, CO
- Iowa Motor Truck Association Campus Design, City of Des Moines, IA



Nicole Schmidt
Project Communications Specialist



Real People. Real Solutions.

Education

Bachelor of Science - Mass Media

Minor - Marketing

Minnesota State University, Mankato

Summary

Ms. Schmidt is a project communication specialist for Bolton & Menk who began her career in 2017. She has excellent writing skills and effectively conveys complex engineering messages to the public. Ms. Schmidt provides graphics development, website creation, social media management, and strategic communication plan expertise. With her media background, she can deliver messages tailored to each community's unique needs. Her skills are present from the early stages of a project through construction. She has helped clients of all sizes and has served residents and businesses, from cities and counties to transit services and airports.

Experience

Corridor Studies, Transportation Plans, and Comprehensive Plans

- TH 41 Reconstruction, Carver County, MN
- Southview Boulevard & 3rd Ave Improvements Project, Dakota County, MN
- CH 21 Downtown Prior Lake Reconstruction Project, Scott County, MN
- Stillwater Road/75th Street Safety and Management Project, Washington County, MN
- TH 14/15 New Ulm Gateway, MnDOT
- Luverne Comprehensive Plan Update, City of Luverne, MN
- CSAH 8 Wentworth Reconstruction, Dakota County, MN
- 8 Unit T-Hanger, City of Hawley, MN
- Fairmont Active Transportation Plan Update, City of Fairmont, MN
- Janesville 2017 Safe Routes to School, City of Janesville, MN
- 2040 Comprehensive Plan Update, City of Scandia, MN

Construction Projects

- Penn/Oliver Ave S Concrete Rehabilitation Project, City of Minneapolis, MN
- 2017 Concrete Pavement Rehabilitation Project, City of Minneapolis, MN
- SW Interceptor Project, City of Jordan, MN
- Fox Street Improvements Project, City of Orono, MN
- 2017 Street Improvements Project, City of Orono, MN
- CSAH 61 Bridge and Roadway Reconstruction, Carver County, MN
- CSAH 10 Realignment, Carver County, MN
- 2017 Street Improvements Project, City of Zimmerman, MN



Sarah M. Strain
Planner



Real People. Real Solutions.

Education

Bachelor of Arts - Psychology

Bachelor of Arts - Sociology

University of St. Thomas

Master of Arts - Urban and Regional Planning

Humphrey School of Public Affairs, University of

Minnesota

Organizations

American Planning Association

Summary

Sarah is a planner who joined Bolton & Menk, Inc. in 2017. Sarah enjoys working closely with communities to develop comprehensive plans. Fitting all the puzzle pieces together to create a future picture of the community motivates her to build a deep understanding and relationship with each community. Sarah is an integral part of the municipal planning staff assisting with comprehensive planning, area plans, land use analysis, zoning and ordinances, and community engagement. She also assists with environmental review and grant writing.

Experience

Comprehensive Plan Update

- City of Anoka, MN
- City of Belle Plaine, MN
- City of Cologne, MN
- City of Forest Lake, MN
- City of Hopkins, MN
- City of Landfall Village, MN
- City of Luverne, MN
- City of Mound, MN
- City of Nicollet, MN
- City of Prior Lake, MN
- City of Scandia, MN
- City of Vadnais Heights, MN
- City of Waconia, MN
- City of Cologne, MN
- City of Columbus, MN
- Dakota County, MN
- City of Hamburg, MN



John D. Shain, GISP
Principal GIS Project Manager



Real People. Real Solutions.

Education

Bachelor of Science - Professional Geography, GIS
Emphasis, Minnesota State University, Mankato

Certifications

Certified GIS Professional

Organizations

Geospatial Information and Technology Association

Summary

Mr. Shain is a GIS project manager who began his career in 1999 and gained experience working with geographical information systems. While at Bolton & Menk, Inc. he has managed a variety of GIS projects that include municipal implementations of GIS systems, public utility and infrastructure mapping, stormwater management, and web application development. His primary project management responsibilities include client interaction, designing GIS workflows, developing database architecture, data analysis, evaluating GIS infrastructure, and executing GIS initiatives.

During his tenure at Bolton & Menk, Mr. Shain has gained extensive knowledge working with ESRI GIS software products. He has worked with a variety of products including ArcGIS Desktop and Extensions, Model Builder, and ArcServer among others. He also actively maintains all Bolton & Menk ArcServer web applications as well as file and SQL server administration. Mr. Shain is responsible for the development, installation, maintenance, customization, and training of all GIS endeavors within Bolton & Menk.

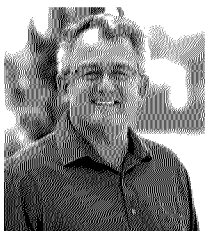
Experience

GIS Project Experience

- Lower Sioux Community GIS
- Elk River Web GIS Application, City of Elk River, MN
- Street Lighting and Maintenance Assessment Update, City of Minneapolis, MN
- Street Lighting and Maintenance Assessment, City of Minneapolis, MN
- AUAR, City of Winona, MN
- GIS Implementation, City of Mankato, MN
- 2007-2008 Twin Cities Metropolitan Area Comprehensive Plans
- Water Resources Management Plan, City of Ramsey, MN
- GIS Mapping – Meeker County, MN
- Utility GIS Implementation, City of Mound, MN
- CSAH 1 Corridor Preservation Plan, Rice County, MN
- Transportation Study, Rice County, MN
- MSAS Mileage Designations, City of Albertville, MN
- GASB Infrastructure Management, City of Belle Plaine, MN

Civil Project Experience

- Marsh Street Improvements, City of Mankato, MN
- Chatfield on the Green 1st Addition, City of Belle Plaine, MN
- Farmers Ridge 1st Addition, City of Belle Plaine, MN
- Downtown Off Street Improvements, City of Saint Peter, MN
- CSAH 16 Reconstruction, City of Morristown, MN



Kevin P. Kielb, P.E.
Principal Engineer



Real People. Real Solutions.

Education

Bachelor of Science - Civil Engineering
North Dakota State University

Registration

Professional Engineer, Minnesota

Organizations

Minnesota Public Works Association
• Public Awareness Committee Chair

American Public Works Association

Minnesota Surveyors and Engineers Society

City Engineers Association of Minnesota
• Traffic Safety Committee Member

Summary

Mr. Kielb is a civil engineer specializing in municipal and transportation engineering. Since 1988, he has provided engineering services on numerous highway construction, reconstruction, and rehabilitation projects in the Minneapolis/St. Paul metropolitan area. Mr. Kielb's project participation includes overseeing municipal improvement projects from planning through construction, and he has special expertise in guiding projects with federal aid, state aid, and municipal agreements. He focuses on the right blend of common sense and creativity to develop the right solutions for his clients.

Experience

City of Mendota Heights, Minnesota

- Victoria Road Improvements
- Mendota Heights Road Forcemain Analysis
- Mendota Heights Road Forcemain Improvements
- Veronica Lane Lift Station Rehabilitation

City of Fridley, Minnesota

- Main Street Trail & Pedestrian Bridge (Federal Aid)
- Heavy Vehicle Impact Analysis
- 53rd Avenue Traffic Analysis
- University Service Road/Osborne Avenue Traffic Analysis
- Creekridge Park Stormwater Analysis and Improvements
- 2013 Safe Routes to School

City of Ramsey, Minnesota

- Bunker Lake Boulevard and Puma Street (State Aid)
- Riverdale Drive Extension (Cooperative Agreement)
- Mississippi River Trail Phases 2 and 3 (Federal Aid)
- Future Business Park Evaluation
- Inflow & Infiltration Improvements
- Municipal Agreement and HSIP Funding

City of Columbia Heights, Minnesota

- 49th Avenue Improvements (Federal Aid)
- Gateway Pedestrian Bridge
- Argonne Avenue Lift Station Replacement

Three Rivers Park District

- West Coon Rapids Dam Regional Park (Federal Aid)
- Twin Lakes Regional Trail East Segment (Federal Aid)
- On-Ramps Projects (Federal Aid)

City of Cottage Grove, Minnesota

- 70th Street/Meadow Grass Avenue Intersection Improvements
- 70th Street/Idsen Pedestrian Crossing
- Belden Boulevard Rail Crossing
- West Point Douglas Road
- East Point Douglas Road

City of Anoka, Minnesota

- Mississippi River Regional Trail (Federal Aid)

City of South St. Paul, Minnesota

- Sanitary Sewer Improvements at Union Pacific Railroad Rail Yard
- North End Lift Station Analysis
- North Urban Regional Trail Underpass
- Flood Control System Improvements

City of Woodbury, Minnesota

- Pioneer Drive Extension
- Hudson Road/Radio Drive Reconstruction

City of Eagan, Minnesota

- TH 149 Reconstruction
- Cliff Road Concept Layout

City of Andover, Minnesota

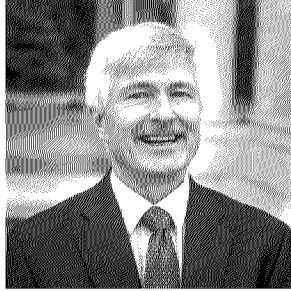
- Andover Area Traffic Study
- Crosstown Boulevard/Andover Boulevard Improvements Framework Plan
- Eagle Street and 139th Street Traffic Analysis

City of Coon Rapids, Minnesota

- Northdale Boulevard Traffic Study at Coon Rapids High School
- Hanson Boulevard/TH 10 Interchange Layout
- Main Street/TH 242/TH 10 Interchange Reconstruction

Metro Transit

- Lakeville I-35 Acceleration/Deceleration Lanes



CLARION

DON ELLIOTT, FAICP

Director

Education

Harvard J.F.K. School of Government
Master of City and Regional Planning

Harvard Law School
Juris Doctor, Cum Laude

Yale University
Bachelor of Science
Summa Cum Laude

Harvard/MIT Joint Center
for Urban Studies
Nathaniel Rogg Fellowship

Professional History

Clarion Associates of Colorado, LLC
Director

USAID, Kampala, Uganda
Democracy and Governance Advisor

Planning and
Development Collaborative
Real Estate Attorney

City and County of Denver
Downtown Zoning and Gateway
Projects

Professional Associations

American Institute of Certified Planners
(FAICP) Fellow

Colorado Center for Sustainable
Urbanism Fellow

American, Colorado, and Denver Bar
Associations Member

Denver Planning Board Member

American Planning Association: Former
President of Colorado Chapter
Former Chair of Planning/Law Division

Don Elliott is a Director with Clarion Associates, a national consulting firm with offices in Denver and Chapel Hill; and affiliate offices in Philadelphia and Cincinnati. Mr. Elliott's practice focuses on plan implementation, zoning, development regulations, and international urban development. Prior to joining Clarion, Mr. Elliott was Project Director for the Denver Planning and Community Development Office. He has also advised numerous local governments in Russia on land use issues, served as Democracy and Governance Advisor for USAID in Uganda, completed research projects on planning and slum upgrading issues in India, and drafted zoning regulations for Ulaanbaatar, Mongolia. He is the author of *A Better Way to Zone* (Island Press, 2008), and co-author of *The Rules That Shape Urban Form* (APA 2012) and *The Citizens Guide to Planning* (APA 2009). Mr. Elliott is a member of the Denver Planning Board.

Representative Major Projects

- **Integrated Development Ordinance** | Albuquerque, NM
- **Consolidated Zoning/Subdivision Ordinance** | Indianapolis, IN
- **New Zoning Code** | Philadelphia, PA
- **Zoning Code Revision** | Detroit, MI
- **Zoning By-Law Revision** | Winnipeg MB, Canada
- **Zoning Ordinances** | Kalamazoo MI, Columbia MO, Lake Havasu City AZ, Bainbridge Island WA, Rochester MN, Fairfax County VA, Brunswick ME, Ann Arbor MI
- **Development Codes** | Fort Wayne/Allen County IN, Lake Oswego OR, Hillsboro OR, Bloomington IN
- **Hybrid Codes** | Youngstown OH, Duluth MN, Dublin OH, Hamilton OH, Albany NY
- **Affordable / Fair Housing Regulatory Review** | State of Idaho, State of Nevada, State of Texas, State of Oregon, Anchorage AK
- **Redevelopment Effectiveness Assessment** | Long Beach CA
- **Land Use Regulatory Reform Strategy** | Indonesian local governments
- **Design of Land Privatization System** | Russian Local Governments
- **Review of Master Plan** | Delhi, India



Planning | Zoning & Land Use | Real Estate | Sustainability & Resiliency



CLARION

ANALIESE HOCK, AICP

Associate

Education

The University of Colorado
Bachelor of Environmental Design, Planning
Minor in Geography

Danish Institute, Copenhagen
Urban Design

Professional History

Clarion Associates, LLC
Graphics and Marketing Coordinator
2018-present

City of Denver, Colorado
Senior City Planner, 2018-2016

City of Denver, Colorado
Associate City Planner, 2016-2014

Jefferson County, Colorado
Planner, 2013-2014

Jefferson County, Colorado
Associate Planner, 2012-2013

City of Boulder, Colorado
Planning Intern, 2011

Professional Associations

American Institute of Certified Planners

Community Involvement

Mayors Sustainable Food Policy Council
2015-2018

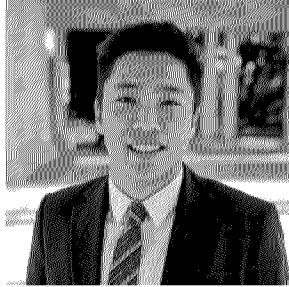
Analiese Hock is a planner in Clarion's Denver Office. Prior to joining Clarion, Ms. Hock was a senior planner for the City and County of Denver. Her focus was the effective implementation of plans and policies through tools such as zoning, design standards and guidelines, and infrastructure plans. While at the city, she successfully led area-specific updates to the Denver form-based code and associated design standards and guidelines for areas of downtown. She also worked on a series of zoning overlays in TOD areas to implement the station area plans.

Representative Major Projects

- **Ridgway Master Plan** | Ridgway, Colorado
- **City Plan Update** | Fort Collins, Colorado
- **New Code Northglenn** | Northglenn, Colorado
- **Unified Development Update** | Bloomington, Indiana
- **TOD Zoning Overlay and associated Rules and Regulations** | Denver, Colorado*
- **Zoning Code Text Amendments for Multi-Family Infill** | Denver, Colorado*
- **Denver Food Vision and Action Plan** | Denver, Colorado*
- **16th Street Mall Public Life Study** | Denver, Colorado*
- **Zoning Code Text Amendments for Downtown** | Denver, Colorado*
- **Arapahoe Square Design Standards and Guidelines** | Denver, Colorado*
- **Westwood Neighborhood Plan** | Denver, Colorado*

* Work with previous employers





CLARION

SUNG HAN

Associate

Education

University of Colorado Denver
Master of Urban & Regional Planning

University of Colorado at Boulder
Bachelor of Environmental Design

Professional History

Clarion Associates, LLC
Associate
2017 - Present

City of Boulder
Comprehensive Planning Technician
2015-2017

Highlands United Neighborhood, Inc.
Street Design Intern
2014-2015

Professional Associations

American Planning Association
Member

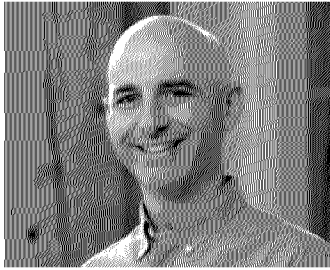
Sung Han is an Associate in Clarion's Denver office, and a recent graduate of the Urban and Regional Planning Program at the University of Colorado at Denver. Prior to joining Clarion, Mr. Han worked as a Planning Tech for the City of Boulder's Comprehensive Planning Department working primarily on the City's Comprehensive Plan Update. He played a vital role in the City's project team having been tasked with a variety of responsibilities including graphic visualization, best practices research, and site analyses. Mr. Han is a member of the American Planning Association.

Representative Major Projects

- **Parker Land Development Ordinance** | Parker, CO
- **Northwest Superior Subarea Plan** | Superior, CO
- **Thornton Comprehensive Plan Rewrite** | Thornton, CO
- **Charlotte Future, 2040 Comprehensive Plan** | Charlotte, NC
- **City Plan Update** | Fort Collins, CO
- **Greeley Comprehensive Plan Update** | Greeley, CO
- **Littleton Belleview Corridor Plan** | Littleton, CO
- **Lafayette Infill Standards** | Lafayette, CO
- **Reno Master Plan Update** | Reno, NV
- **Boulder Valley Comprehensive Plan Update** | Boulder, CO*
- **CU South Land Use Suitability Analysis** | Boulder, CO*
- **University Station Area Plan** | Denver, CO*

* Work with previous firms or student work





Andrew Dresdner, AICP
Urban Designer

Education

Master of Architecture and
Master of Urban Planning,
University of Wisconsin,
Milwaukee

Bachelor of Arts., Macalester
College, Saint Paul, Minnesota

Andrew Dresdner has more than 15 years of experience in urban design and urban planning in which he has worked extensively with both private and public clients. Andrew is committed to creating mixed-use communities with lasting value and enduring beauty. His focus has been to use the design process in a public forum to collaboratively solve urban and neighborhood problems. Andrew is particularly skilled at managing diverse viewpoints to create solutions that add value to both public and private interests.

Prior to joining Cunningham Group Andrew worked at Urban Design Associates as Studio Director, responsible for design direction and financial performance of two urban design teams; of leading large, interdisciplinary teams and sub-consultants through complex and high-profile urban design projects for both private and public clients; and for maintaining client relations through delivery of quality products.

Select Project Experience

Monticello Downtown Plan, Monticello, Minnesota
Fond Du Lac Downtown Public Space Plan, Fond Du Lac, Wisconsin
Shipyards Concept Plan, Green Bay, Wisconsin
Hopkins Comprehensive Plan, Hopkins, Minnesota
Robert Street Corridor and Downtown Plan, West Saint Paul, Minnesota
Oxford Street Corridor Plan, Worthington, Minnesota
GrandView District Development Framework, Edina, Minnesota
McCaslin Corridor Small Area Plan, Louisville, Colorado
South Boulder Road Corridor Plan, Louisville, Colorado
Fiesta District Redevelopment Plan, Mesa, Arizona
Dodd / Smith Road Small Area Plan, West Saint Paul, Minnesota
Hopkins Comprehensive Plan Update, Hopkins, Minnesota
Downtown Master Plan, Monticello, Minnesota
Chippewa Falls Downtown Riverfront Plan, Chippewa Falls, Wisconsin
Louisville Urban Design Services, Louisville, Colorado
Chaplain Schmitt Island Master Plan, Dubuque, Iowa
Dubuque Millwork District Master Plan, Dubuque, Iowa
Uptown Small Area Plan, Minneapolis, Minnesota
Cedar Riverside Small Area Plan, Minneapolis, Minnesota
Lowertown District Master Plan, Saint Paul, Minnesota
Central Avenue Small Area Plan and Design Guidelines, Minneapolis, Minnesota
Shingle Creek Master Plan, Brooklyn Park, Minnesota
Riverdale TOD Design Guidelines, Coon Rapids, Minnesota



Ana Nelson, ASLA, PLA
Landscape Architect

Registrations

Licensed Landscape Architect
in Minnesota (no. 46692)

Affiliations

Member, American Society of
Landscape Architects

Education

Masters in Landscape
Architecture, University of
Minnesota

Bachelor of Architecture,
I.T.E.S.M. Campus Sonora
Norte, Mexico

Ana has over 18 years of experience as a Landscape Architect, Project Manager and serving as lead on projects. She has successfully led a diversified spectrum of urban design and park projects ranging from small-scale site design to large-scale campus, open space, and mixed-used redevelopment planning efforts. As a Senior Landscape Architect, Ana works directly with the project team and client to create engaging, sustainable and livable environments. Her commitment to an inclusive and collaborative approach, including active public participation, is key to the successful implementation of many projects.

Select Project Experience

Andrews Park Master Plan and Implementation, Champlin, Minnesota*
Bassett Creek Valley Redevelopment Project, Minneapolis, Minnesota*
Becker Avenue Downtown Commons, Willmar, Minnesota*
Bell Natural History Museum + Planetarium, Saint Paul, Minnesota*
Benson Park Master Plan, North Mankato, Minnesota*
Boulder Lake Environmental Learning Center, Duluth, Minnesota*
Cascade Lake Master Plan, Rochester, Minnesota*
Chaska Downtown Master Plan, Chaska, Minnesota*
CHS, Campus Master Plan, Eagan, Minnesota*
City of Chaska, Athletic Park Master Plan, Chaska, Minnesota*
Cloquet Island Scenic Overlook, Dayton, Minnesota*
Cross City Trail and Wayfinding Plan, Duluth, Minnesota*
Enger Tower Park Master Plan, Duluth, Minnesota*
Four Seasons Mall Redevelopment Study, Plymouth, Minnesota*
Gateway to Indiana Dunes Beach Trail and Wayfinding Plan, Porter, Indiana*
Huber Park Master Plan and Implementation, Shakopee, Minnesota*
I-35W Lake Avenue/Greenway trail access, Minneapolis, Minnesota*
Lakes at Lyndale Connectivity Plan, Richfield, Minnesota*
Lamar Station Apartments, Lakewood, Colorado
McAllen Development Mixed-Use Master Plan, McAllen, Texas*
Minneapolis Public Realm Framework Analysis, Minneapolis, Minnesota*

** Project experience obtained prior to joining Cunningham Group*



Jena Stanton, ASLA
Landscape Designer

Jena has extensive experience in site design and planting plan services. Prior to joining Cunningham Group, Jena worked with JLG Architects where she provided services on project teams encompassing: program compliance, design intent, code and agency requirements, and assumed direct responsibility for quality control of the contract documents for commercial, civil and mixed-use projects.

Affiliations

Member, American Society
of Landscape Architects

Education

Bachelor of Landscape
Architecture, North Dakota
State University

Bachelor of Science
Environmental Design, North
Dakota State University

She served on a nine-member Architectural Review Commission in Mandan, North Dakota, which is responsible for reviewing site and building plans involving commercial properties to ensure they are desirable environment for occupants and compatible with the character of adjacent developments.

Select Project Experience

Monticello Downtown Plan, Monticello, Minnesota
Fond Du Lac Downtown Public Space Plan, Fond Du Lac, Wisconsin
Arden Hills Training Center Campus Master Plan (TCAAP), Arden Hills, Minnesota
Oxford Street Design Guidelines, Worthington, Minnesota
Fond du Lac Downtoown District Placemaking, Fond du Lac, Wisconsin
City of Green Bay Shipyard Area Plan, Green Bay, Wisconsin
City of Monticello Facade Improvements, Monticello, Minnesota
City of Monticello Small Area Plan, Monticello, Minnesota
MCAD Strategic Master Plan, Minneapolis, Minnesota
City of Worthington Design Guidelines, Worthington, Minnesota
Dodd / Smith Road Small Area Plan, West Saint Paul, Minnesota
Hopkins Comprehensive Plan Update, Hopkins, Minnesota
City of Monticello Small Area Plan, Monticello, Minnesota
Jefferson Elementary Schoolyard Master Plan, Dickinson, North Dakota*
City of Richfield Cedar Avenue Corridor Plan, Richfield, Minnesota*
SDSU Housing Visioning Master Plan, Brookings, South Dakota*
Barnes County North Schoolyard Master Plan, Wimbledon, North Dakota*
Missouri River Correctional Center Land Use & Planning Study, Bismarck, North Dakota *

** Project experience obtained prior to joining Cunningham Group*

COMMERCIAL REAL ESTATE**EXECUTIVE LEADERSHIP • GENERAL MANAGEMENT • BUSINESS DEVELOPMENT**

A leader in the commercial real estate industry for over 30 years, Julie has a solid record of execution and achievement of results. Her career spans industry sectors of building development, leasing, asset management, project management and corporate facility/portfolio management providing expertise based on comprehensive commercial real estate experience and knowledge.

Julie is recognized as an inspirational and motivational leader and “great team builder” by customers, teams and peers. She builds and maintains solid relationships by gaining a thorough understanding of customer needs, developing innovative solutions, and delivering on commitments with impeccable follow-through. She has authentic global industry insight and credibility obtained through residency on three continents and expatriate assignment with responsibility in over 32 countries.

Julie is a national Women of Influence, Hall of Fame winner as designated by the Real Estate Forum, a 2018 Women Who Lead Honoree, as awarded by Minnesota Business magazine and a 2017 Top Women in Finance as awarded by Finance and Commerce. Expertise includes:

- | | |
|-------------------------------------|-----------------------------------|
| • Creative and Strategic Leadership | • General Management |
| • Commercial RE Consulting | • Leasing & Sales |
| • Real Estate Development | • Contract Negotiation |
| • New Business Development | • P & L Management |
| • Extensive Contact Network | • Economic Development |
| • Multi-Cultural Team Leadership | • Portfolio/Facilities Management |

PROFESSIONAL EXPERIENCE**KIMBLECO, Minneapolis-St. Paul, MN**

October, 2014 - present

A woman-owned commercial real estate services firm serving companies, investors, and communities.
www.kimbleconsult.com

President

Founder and leader of a certified WBE commercial real estate services firm delivering relevant results to its clients on a platform of excellence and integrity. Its portfolio of work includes real estate development consulting for investors, developers and communities, owner representation for new build to suit projects, leasing, sales and project management for tenants and landlords, and corporate portfolio advisory services.

HICKEY AND ASSOCIATES, LLC, Minneapolis, MN

December 2014 – July 2015

A pre-eminent international consulting firm focused on site selection, public incentives, and economic development

Principal

As a Principal for H&A, provided industry-leading consultation services for existing and future clients regarding site selection, economic development, public incentives procurement and management, grant advisory, public-private partnerships, and out-bound and in-bound foreign direct investments;

Developed client solutions to include the acquisition, disposition, relocation, expansion, and renovation of real and personal property, with the ultimate objective of introducing location or relocation, public incentives, business partnerships, and direct investment opportunities and strategies;

JOHNSON CONTROLS, INC., Milwaukee, WI

May 2008 – October 2014

A global Fortune 100 diversified technology and industrial leader serving customers in over 150 countries.

VP/General Manager/National Accounts, Global WorkPlace Solutions Based in USA

Led the America's National Accounts business with P & L responsibility (\$200M) for a portfolio consisting of over 55 customer accounts including the national healthcare market sector, with a focus in real estate transaction management and facilities management.

VP/General Manager / Value Proposition Initiative Leader, Global Workplace Solutions *Based in London, UK*
Leader of a key pillar of the Global WorkPlace Solutions enterprise-wide transformation.

VP/General Manager / Global Account Leader, Global Workplace Solutions *Based in London, UK*

Global leader of a \$350M customer account with 600 employees and operations in 32 countries. Accountable for business strategy, P & L, account growth, team leadership and customer satisfaction. .

- Increased year-on-year scorecard KPI performance and delivered historical best year of performance.
- Significantly exceeded customer savings targets year-on-year.
- Created 5-year strategic plan with following year development into a Joint Road Map, aligning customer and Johnson Controls mutual objectives.
- Negotiated successful renewal of contract for a five-year term and restructured account team to support long-term strategy.
- Led account growth by expansion into new global regions (Middle East and Europe) and through incremental scope growth.
- Led efforts to develop a new building management system anticipated to revolutionize future maintenance management and provide a platform for continuing innovation.
- Received prestigious *Downstream Award* for generating significant client cost savings.
- Awarded Johnson Controls *Merit Award for Customer Satisfaction*.

VP/General Manager / Global Business Development, Global Workplace Solutions *Based in USA*

Created and implemented strategic business growth plan for global Retail and Telecommunications markets. Developed relationships with executive decision makers to secure new business opportunities.

OPUS COMPANIES, Minneapolis, MN

1994 – 2007

One of the largest developers of all product types in North America with 28 offices.

Vice President, Opus South Corporation

Operated as general manager of real estate development activities in start-up geography of Northwest FL, MS, Southern AL, LA and Memphis, TN including real estate development strategy and implementation, new business development, staff recruiting, training and management, and deal structuring. Managed large government build-to-suit project pursuits in South Florida. Directed development efforts focused on multifamily, office and retail product. Completed La Serena, a waterfront, 51-unit, \$52 million dollar luxury condominium project in Northwest FL.

Vice President, Opus Military Communities

Selected by senior management to lead national start-up development initiative in the privatized military housing sector. Established comprehensive business plan and strategy to enable business growth through highly competitive, large (minimum \$250M), complex, long-term (50-year contract) projects. Accountable for all start-up operations including strategy, business development and project pursuit, deal structuring, project implementation, and long-term property and asset management. Recruited and managed multi-disciplinary internal and external team resources.

- Launched entry into new business sector with pursuits of over \$2 billion in projects within the first 12 months of operation, successfully making the shortlist in four of five pursuits.
- Developed long-term enterprise capabilities and operational teams in the areas of development, construction and asset management inclusive of complex pro formas, specific construction management plans, and property and asset management plans for the duration of the contract.
- Branded new division and established relationships with decision-makers and influencers in the Navy, Air Force and Army.
- Positioned Opus for a \$450M project prior to exit.

Vice President, National Account Management

Promoted by senior management to newly created position to manage national build-to-suit program including business development with existing and new customers nation-wide. Directed business strategy, project sourcing, deal structuring, contract negotiation, project implementation and long-term relationship management. Provided single point of contact for Fortune 500 customers with build-to-suit needs. Managed a five person national business development team.

- Increased lead generation year on year through extensive national relationship development with brokers, clients, consultants, municipalities and other real estate professionals.
- Performed lead developer role for over 4 million square feet of office and industrial development projects nationally for new and repeat customers to better than pro forma returns.
- Led business development team in sourcing the following over a two-year period:
 - Sourced 455 leads (99,808,915 sf) and closed 10 deals totaling 1,449,746 sf. Sold contracts included six repeat customers and four new customers in project locations across the country (2002 year-end).
 - Sourced 419 leads (97,346,160 sf) and closed 16 deals totaling 2,431,030 sf. Closed deals included eight repeat customers and eight new customers in project locations across the U.S. (2001 year-end).
- Established over eight national account management teams for national customers comprised of both internal and external design, development, and construction professionals and consultants.
- Performed strong internal coordination and relationship management with all Opus regional offices (28), building relationships as "internal customers".
- Led efforts to open first Opus international office in Toronto, Canada that produced over 1.8 million square feet of industrial product within its first two years.
- Established a national program for development of privatized student housing and served as the national subject matter expert.

Vice President, Asset Management

Created and implemented strategy to enhance value for internally held properties and externally held fund portfolios. Directed property re-finance, acquisition, disposition, tenant relationships, leasing, tenant improvement management and regular reporting to ownership, both internal and external. Developed and maintained relationships with lenders, brokers, internal operating company staff, and consultants. Provided leadership for five direct reports including the VP of Property Management with a staff of 300 employees.

- Asset-managed an extensive national real estate portfolio that included over \$2 billion in office, industrial, retail and institutional product types.

Director, Real Estate Development

Accountable for speculative and build-to-suit office and industrial development projects. Also directed business park development in St. Louis, Missouri and the Minneapolis/St. Paul, Minnesota area.

- Sourced, implemented and managed development projects to or better than pro forma.
- Developed 1+ million square feet of office and industrial projects, both speculative and build-to-suit.

Manager, Real Estate Development

Co-managed development projects with Director of Development.

ST. PAUL PORT AUTHORITY, St. Paul, MN

1989 – 1994

Quasi-political agency responsible for industrial economic development in St. Paul and surrounding East Metro areas.

Vice President

Redeveloped land into industrial parks in the St. Paul and surrounding east metropolitan area. Led marketing, development, negotiation, underwriting and closing of real estate project financings.

- Managed a \$350M real estate loan portfolio.
- Port Authority representative that lobbied the Minnesota legislature to create the Hazardous Substance Sub-district statute (economic development tool).
- Successively re-positioned numerous REO properties.
- Expert in tax-increment and bond financing.
- Completed re-development of 351-acres of industrial park land in individual business parks.
- Created and managed the Working Capital Loan Guarantee Program established to assist small businesses with operating capital needs.

Director

Collaborated with Vice President to execute all duties above.

PROFESSIONAL AND COMMUNITY INVOLVEMENT

Women of Influence, Hall of Fame winner, as awarded by The Real Estate Forum

2018 Women Who Lead Honoree, as awarded by Minnesota Business magazine

Board Member, Minnesota Chapter, 2018 – present, NAWBO

2017 Top Women in Finance as awarded by Finance and Commerce magazine

Urban Plan facilitator, 2017 – present, Urban Land Institute

Volunteer, 2017 – present, Junior Achievement

Planning Commissioner, 2016 – present, City of Roseville, MN

Member, 2016 – present, Power of 100

Governor, 2013 – 2015, UMore Development, LLC, a University of Minnesota company

National Chair, 2008, CREW Foundation

(CREW Network philanthropic arm with 8,000+ members and 65 chapters in the U.S.)

Board Member, Executive Committee 2007 - 2017, Feed My Starving Children

(A global non-profit organization serving the hungry, consistently awarded a Charity Navigator 4 star rating)

Member, 2004 – Present, CREW Network

Member, 2004 – present, MNCREW (Minnesota Commercial Real Estate Women)

Board Member, 2005 – 2008

President, 2007

Awards won: Networking (2004), Spotlight on Success winner (2006), Community Impact (2006),

Career Advancement for Women (2007)

Founding Member, 1992, Women in Real Estate, Chapter IV

Member and MCR (Master of Corporate Real Estate) recipient, CoreNet Global

Past Board Member, Progress Valley (A non-profit organization providing chemical health treatment)

Past Board Member, Energy Park – Mayor's Advisory Council

Past Board Member and Founding Member, Fellowship of Christian Business and Professional Women

Past President, Landmark Towers Condominium Association

EDUCATION

ST. CATHERINE UNIVERSITY, St. Paul, MN – Business Administration

LASALLE COLLEGE, Negros Island, Philippines – General Education

BROWN COLLEGE, Mendota Heights, MN – Radio & Television

ERICKA MILLER

Savage, MN | 952.452.2919 | erickamiller@kimbleconsult.com

REAL ESTATE INDUSTRY LEADER

SOLUTIONS /STRATEGY • REAL ESTATE DEVELOPMENT • BUSINESS DEVELOPMENT • BROKERAGE

Relationship focused real estate leader with an established reputation for being highly motivated to drive successful outcomes. Experience with and strong understanding of real estate lifecycle and associated strategies to achieve and exceed overall business goals. Passion for strategically leading, and participating in, teams to service excellence and growing profitability for all.

Core competencies:

- Negotiation
- Relationship Strategy
- Communication
- Account Management
- Integrated Service Approach
- Financial analysis
- Team Lead
- Strategic Planning
- Process Development/Implementation

QUALIFICATION HIGHLIGHTS

- ✓ **Proven capability evidenced by promotion to leadership roles** within career, industry associations and Board appointments.
- ✓ **Skilled in identifying and leveraging opportunities** to drive excellence and improvements across service lines.
- ✓ **Excellent communication and interpersonal** skills with commitment to maintain a high level of client and company confidentiality.
- ✓ **Driven to establish solid partnerships** with internal and external business partners, employees and clients.

PROFESSIONAL EXPERIENCE

Kimble Consulting, LLC, d/b/a KimbleCo, St. Paul, MN

4/2017 – Present

KimbleCo offers development consulting, brokerage, project management and corporate advisory services.

Vice President

- In first 18 months successfully contributed to significant year over year revenue growth through sizable transactions.
- Successfully renewed all term leases at retail center despite large anchor spaces being vacant.
- Utilize broad network and expand existing to promote KimbleCo and our services.
- Broker of record for KimbleCo for the state of Minnesota

Savills Studley Occupier Services, Inc., Bloomington, MN

6/2015 – 4/2017

Savills Studley Occupier Services, Inc. offers multi –service line expertise for corporate real estate occupiers.

Senior Managing Director/Vice President

- Responsible to deliver local, one-off brokerage/transaction services to clients (tenant only).
- Development and documentation of best practices for various service lines across accounts, including playbook creation, process flows, templates and reporting.
- Principal broker for Savills Studley Occupier Services for the State of Minnesota and assisted in initial set up and implementation of original Minnesota brokerage office in 2015.

Johnson Controls, Inc. – Global Workplace Solutions, Savage, MN

3/2010 – 6/2015

JCI GWS provided integrated Facilities Management services to Global Fortune 500 companies; GWS division sold to CBRE 9/2015

Director – Solutions Development

- Drove understanding of full breadth of Johnson Controls products and Services as well as best practices across accounts to best serve our clients leading to service retention and expansion opportunities.
- Directed, and provided dynamic leadership for, teams of 5-30+ through client and internal process for proposals to ensure excellence while maintaining tight deadlines.
- In 2012 chosen as one of 30 participants nationwide for the Building Efficiency Leadership

Ameriprise Financial Services, Inc. – Field Real Estate, Minneapolis, MN

1/2009 – 3/2010

Ameriprise in-house real estate team responsible for the oversight of 200+ corporate owned advisor offices across the US

Manager – Field Real Estate

- Prioritized, planned and managed large volume of lease and project activity within a one-year time frame through a merger with H&R Block Financial Advisors.
- Oversaw and directed lease activity for 70 offices in the western region of the US including renewal/relocation decisions as well as expansion, contraction and closure opportunities.
- Conducted site visits and researched local markets to make best recommendations to leadership.
- Successfully evaluated construction costs, project budgets and space plans resulting in overall savings.
- Responsible to help develop annual capital expenditure budget in excess of \$50 million.

Opus Northwest, L.L.C., Minnetonka, MN

12/2003 – 11/2008

Opus Northwest was a premier developer of office, industrial, multi-family and retail properties in the Midwest

Senior Manager – Real Estate Development

- Built strong relationships within the brokerage and greater Minneapolis real estate community to understand the market and build business development opportunities.
- Successfully negotiated purchase agreements and leases for several retail and office projects with dollar volume totaling more than \$20 million.
- Proven record of successful coordination of design, construction, architecture, legal and sales/leasing on multiple real estate development projects ranging in size from 35,000 sf to 750,000 sf.
- Developed proformas and managed budgets for new construction projects ranging from \$20 million to \$100+ million.

EARLY CAREER HISTORY

- Financial Analyst, Welsh Development, 2001 - 2003
- Loan Officer, St. Paul Metro Development Company (SPEDCO), 1999 - 2001
- Real Estate Paralegal, Doherty, Rumble & Butler P.A., 1997 - 1999

EDUCATION & DESIGNATIONS/LICENSES

Bachelor of Arts • University of Wisconsin at Eau Claire, Eau Claire, WI
Certified Commercial Investment Member (CCIM)
Licensed Minnesota Real Estate Broker

PROFESSIONAL AFFILIATIONS/AWARDS & BOARDS

Member, Minnesota Commercial Real Estate Women (MNCREW)

President 2019

President Elect 2018 & Secretary 2017

Career Advancement for Women Award 2007

Co-Chair, Programs Committee 2006

Community Impact Award 2006

Secretary of the Board & Chair, Strategic Planning Committee 2004

Networking Story of the Year Award 2004

Board of Directors 2002-2003

Minnesota Commercial Association of Realtors (MNCAR) – Member
Certified Commercial Investment Member (CCIM) – Member/Designee
St. Paul Area Chamber of Commerce (SPACC) – Member

Ambassador 2018 - Present

Board Member, Progress Valley

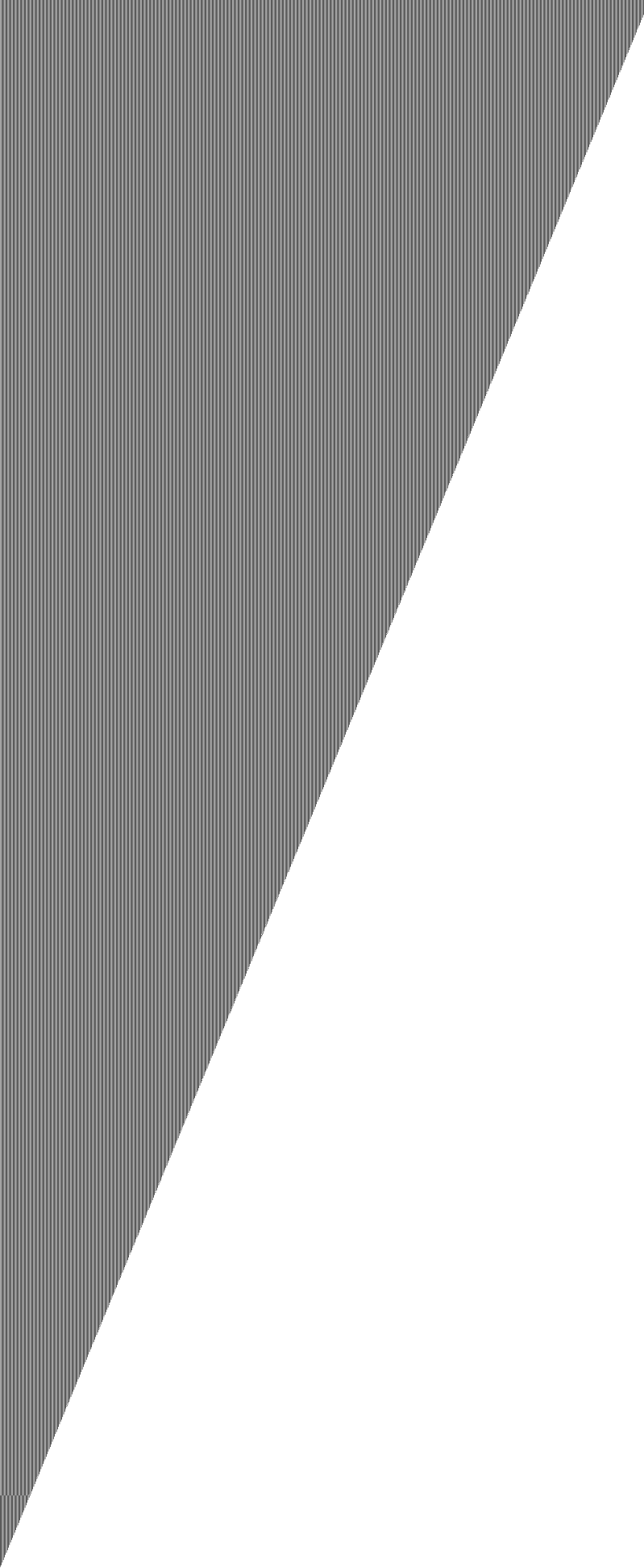
Prior Member, CoreNet Midwest

Committee Member on Membership & Community Service Committees 2016

Prior Member, National Association of Industrial and Office Properties (NAIOP)

Chair, Community Enhancement Committee 2009

Chair, University Challenge 2007-2008



ENGAGEMENT

APPROACH

Appendix B

1 RESEARCH

Our team will conduct **primary** and **secondary** market research to collect the most actionable project demographic information.

PRIMARY

first-hand information on market and consumers through focus groups, technical advisory committees, online surveys, text message polling, pop-ups, online comment mapping, and more.

SECONDARY

Existing market data on demographics and buyer persona to visualize the audience. This can include tech use, spending habits, education levels and more.

2 OUTREACH

Once research is gathered, our team creates a communication plan that uses both **in-person** and **digital** tactics. This two-fold engagement strategy maintains consistent messaging, reaches every demographic, and makes engagement effective.



Committees & Focus Groups



Agency Partnerships & Coordination



Partnership with Community Advocates



Open Houses



Audience Polling



Event Pop-Ups



Community Demonstration Events



Market Analysis & Outreach Analytics



Branding & Messaging



Website & Social Media



Email & Text Subscription



Public Surveys



Online Comment Mapping



Videos, Infographics, Digital & Print Media

MEMORANDUM - COUNCIL WORK SESSION

DATE: 3/11/2019

TO: Curt Boganey, City Manager

THROUGH: N/A

FROM: Doran M Cote, Public Works Director

SUBJECT: City Snow Plowing Priority Routes

Recommendation:

The City Council should provide direction on snow plowing priorities.

Background:

On two recent occasions a resident spoke at Informal Open Forum questioning how the city establishes priorities for our snow plowing routes. He questioned why Metro Transit commuter routes were not used as criteria in establishing the priority routes.

As was explained to the resident, the city establishes our priority routes based on vehicle traffic volumes served with a focus on providing safe plowed streets near schools and commercial/employment centers. Attached are the city's snow plow route map and the city's Functional Road Classification map. As is noted on these two maps all of the roadways that are classified as Major Collector or higher are on a city priority snow plow route or are on roads that are otherwise maintained by the City of Minneapolis, Hennepin County or MnDOT.

Other roads that are on a city priority snow plow route that are not classified as Major Collectors are roads that function as a local collector for the neighborhood. The intent of prioritizing these roads is providing a safe plowed street for residents within a few blocks of their home.

Attached is the city snow plow route map with the Metro Transit commuter routes superimposed on it and other than in the resident's neighborhood, all of the Metro Transit commuter routes are on city priority plow routes or on roads that are otherwise maintained by the City of Hennepin County or MnDOT. Staff spoke with Metro Transit's area route planner and he explained that they do not use any community's plow routes to establish their commuter transit routes. All of their routes are based on ridership and are where their customers need service. He had no explanation why the specific neighborhood the resident spoke of is a commuter route except that there must be riders in or near the neighborhood.

Attached is a map that depicts the Metro Transit commuter routes, schools, multi-family properties and city priority plow routes. All of our schools, most of the communities with concentrated populations and commercial/employment centers have convenient access to a city priority plow route and transit opportunities.

Policy Issues:

Does the Council believe our current snow plowing practices are acceptable or due for potential modification? If priority snow plow routes are to be changed, what should the policy change criteria be?

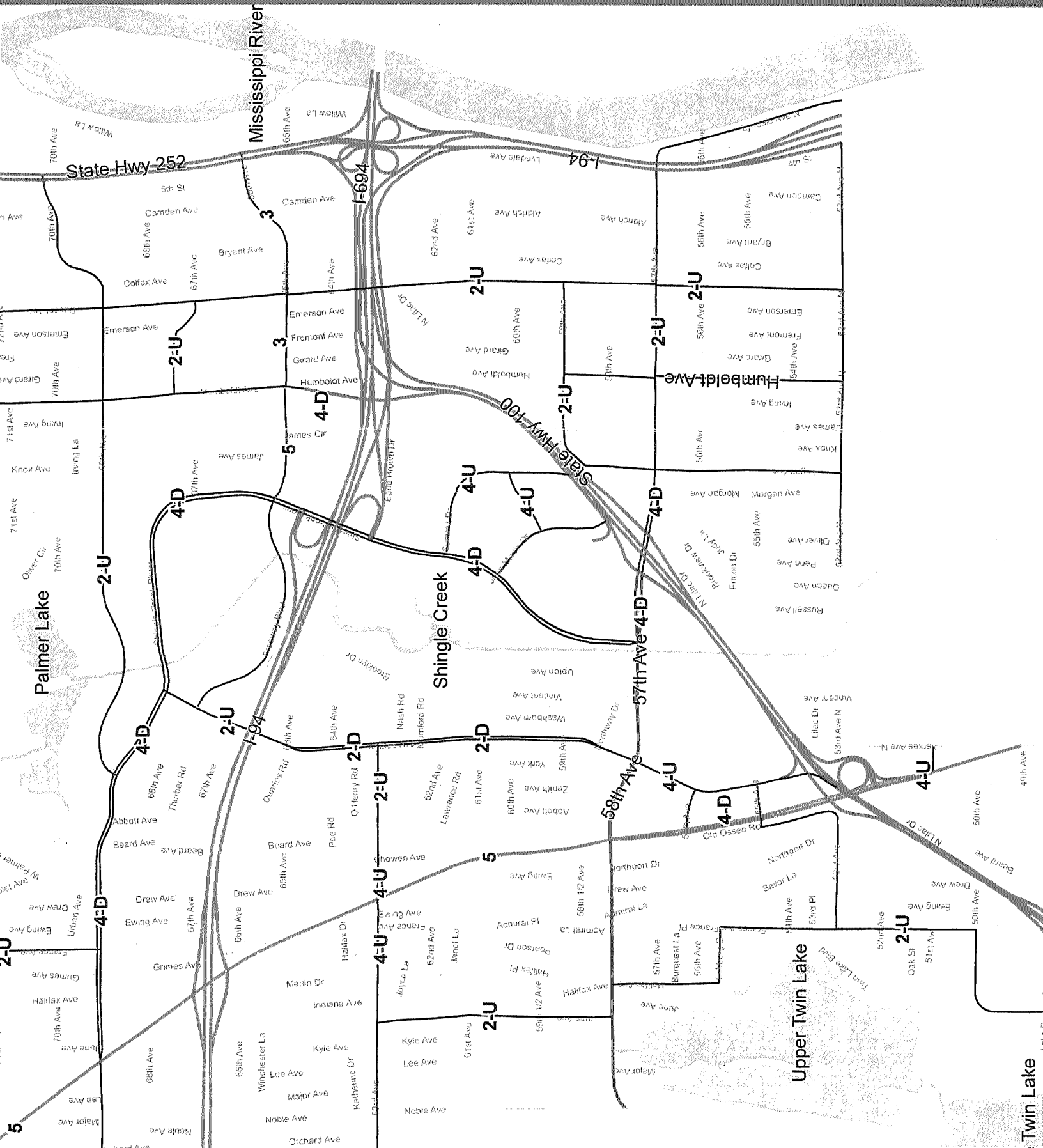
Changing priority snow plow routes has implications including but not limited to:

- Metro Transit can change commuter routes at any time without notice to the city so the city's priority plow routes would be out of our control
- Plowing time could be extended if priority routes are added or changed
- Property owners currently on priority plow routes have an expectation that they are plowed first and changing priority routes would require changed expectations
- Coordination with school district transportation officials before and during events as is done now could be more difficult if routes are continually changing
- Plow drivers who currently have learned the most efficient method of plowing their routes would need to continually learn new routes

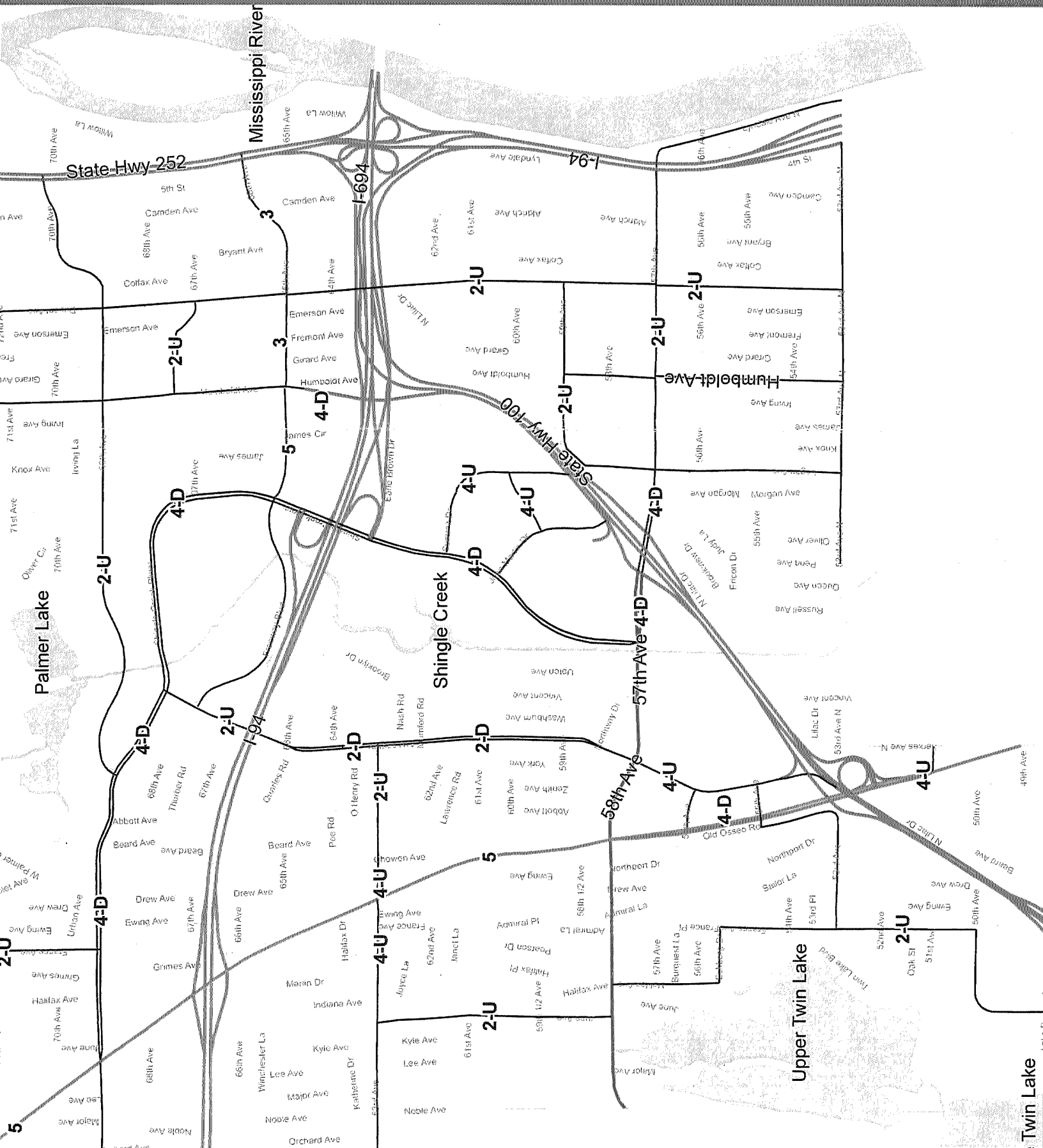
Strategic Priorities and Values:

Safe, Secure, Stable Community

Pr	—
A	—
A	—
M	—
2-U	2
2-D	2
3	3
4-U	4
4-D	4
5	5



Pr	—
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2-D	2
3	3
4-U	4
4-D	4
5	5







MEMORANDUM - COUNCIL WORK SESSION

DATE: 3/11/2019

TO: Curt Boganey, City Manager

THROUGH: N/A

FROM: Barb Suciu

SUBJECT: Pending Items

Recommendation:

- Cities United Update
- Livable Wages - 4/22
- Inclusionary Housing Recommendations
- On-Street Parking Conditions - 3/25
- Public Subsidy Policy discussion with Ehlers Consulting - 4/8, 5/13
- Liquor Establishment Fines - 3/25
- Discussion on Ordinance process - 4/22

Background: