**Council Study Session**
City Hall Council Chambers
October 23, 2023

# AGENDA

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

# Council Study Session

DATE: 10/23/2023

TO: City Council
FROM: Dr. Reggie Edwards, City Manager
THROUGH: N/A
BY: Dr. Reggie Edwards, City Manager

SUBJECT: Proposed Public Safety Act Meeting Dates

**Background:**

During the October 9, Study Session, we discussed a plan for revising the Public Safety Act resolution. Information was included in the weekly update so this is a follow up conversation to that.

**Strategic Priorities and Values:**

Safe, Secure, Stable Community, Operational Excellence

**CITY COUNCIL MEETING**
City Hall Council Chambers
October 23, 2023

# AGENDA

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

This is an opportunity for the public to address the City Council on items that are not on the agenda. It is limited to 15 minutes, it is not televised, and it may not be used to make personal attacks, air personality grievances, make political endorsements, or for political campaign purposes. Council Members will not enter into a dialogue with the presenter. Questions from the Council will be for clarification purposes only. It 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.

The first call will be for those that have notified the Clerk that they would like to speak during the open forum, and then ask if anyone connected to this meeting would like to speak. When called upon, please indicate your name and then proceed. Please be sure to state your name and address before speaking.

## 2. Invocation - Lawrence-Anderson - 7 p.m.

## 3. Call to Order Regular Business Meeting

Attendees please turn off cell phones and pages during the meeting. A copy of the full meeting packet is available in the binder at the entrance to the Council Chambers.

## 4. Roll Call

## 5. Pledge of Allegiance

## 6. Approval of Agenda and Consent Agenda

These items are considered to be routine by the City Council and will be enacted by one motion. There isn't a separate discussion for these items unless a Councilmember so requests, then it is moved to the end of the Council Consideration Items.

a. Approval of Minutes

*- Motion to approve the following meetings:*

- *10/09/23 Study Session*
- *10/09/23 Regular Session*
- *10/09/23 Work Session*

b. Approval of Licenses

*- Motion to approve the licenses as presented.*

c. Resolution Authorizing the Amendment to Easements for Lot 1, Block 1, Joslyn Second Addition, Hennepin County, Minnesota

*- Motion to approve a amendment to easements on Lot 1, Block 1, of Joslyn Second Addition, Hennepin County, Minnesota.*

## 7. Presentations/Proclamations/Recognitions/Donations

## 8. Public Hearings

a. Public Hearing on Proposed Special Assessments for Nuisance Abatement Costs, Administrative Fines/Citations, Tall Grass and Weed Abatement Costs, and Dead Disease Tree Abatement Costs

*- Motion to:*

- *Open the public hearings concurrently;*
- *Take public input; and*
- *Close the public hearings.*

*- Motion to Adopt Resolution Certifying Special Assessments for Administrative citations to the Hennepin County Property Tax Rolls*

*- Motion to Adopt Resolution Certifying Special Assessments for Diseased Tree Removal Costs to the Hennepin County Property Tax Rolls*

*- Motion to Adopt Resolution Certifying Special Assessments for Weed Removal Costs to the Hennepin County Property Tax Rolls*

*- Motion to Adopt Resolution Certifying Special Assessments for Abatements Costs to the Hennepin County Property Tax Rolls*

b. Resolution Certifying Special Assessments for Delinquent 2023 Public Utility Service Accounts to the Hennepin County Property Tax Rolls

*- Motion to:*

- *Open the public hearing;*
- *Take public input; and*
- *Close the public hearing.*

*- Motion to approve a resolution certifying special assessments for delinquent public utility service accounts to the Hennepin County property tax rolls.*

c. Resolution Ordering Improvements and Authorizing Preparation of Plans and Specifications for Improvement Project No. 2024-01, Orchard Lane East Improvements

*- Motion to:*

- *Open the public hearing;*
- *Take public input; and*
- *Close the public hearing.*

*- Motion to approve a resolution ordering the Orchard Lane East Improvements, Improvement Project No. 2024-01 and authorizing preparation of project plans and specifications.*

## 9. Planning Commission Items

a. Resolution for Planning Commission Application No. 2023-006, Submitted by AWC Holdings LLC, for Conversion of an Existing Two-Tenant Building to an Approximately 10,200-Square Foot Restaurant and Bar (Nightclub) with 704-

Square Foot Outdoor Patio (5927 John Martin Drive)

City Council is being asked to consider three alternatives regarding Planning Commission Application No. 2023-006:

**Approval of Variance, Conditional Use Permit, and Site and Building Plan for 5927 John Martin Drive**

1. Motion to direct staff to prepare a resolution approving a variance as outlined in Planning Commission Application No. 2023-006 for the 59-space parking deficiency associated with the conversion of an existing two-tenant building to an approximately 10,200-square foot restaurant and bar (nightclub) with 704-square foot outdoor patio at 5927 John Martin Drive, and subject to the outlined conditions of approval.

2. Motion to direct staff to prepare a resolution approving the site and building plan and conditional use permit as outlined in Planning Commission Application No. 2023-006, which would convert an existing two-tenant building to an approximately 10,200-square foot restaurant and bar (nightclub) with 704-square foot outdoor patio located at 5927 John Martin Drive, and subject to the outlined conditions of approval.

**Approval of Variance and Denial of Conditional Use Permit and Site and Building Plan for 5927 John Martin Drive**

1. Motion to direct staff to prepare a resolution approving a variance as outlined in Planning Commission Application No. 2023-006 for the 59-space parking deficiency associated with the conversion of an existing two-tenant building to an approximately 10,200-square foot restaurant and bar (nightclub) with 704-square foot outdoor patio at 5927 John Martin Drive, and subject to the outlined conditions of approval. An approval of the variance is conditioned upon the approval of the site and building plan and conditional use permit.

2. Motion to direct staff to prepare a resolution denying the site and building plan and conditional use permit as outlined in Planning Commission Application No. 2023-006, which would convert an existing two-tenant building to an approximately 10,200-square foot restaurant and bar (nightclub) with 704-square foot outdoor patio located at 5927 John Martin Drive, and subject to the outlined conditions of approval.

**Denial of Variance, Conditional Use Permit, and Site and Building Plan for 5927 John Martin Drive**

1. Motion to direct staff to prepare a resolution denying a variance as outlined in Planning Commission Application No. 2023-006 for the 59-space parking deficiency associated with the conversion of an existing two-tenant building to an approximately 10,200-square foot restaurant and bar (nightclub) with 704-square foot outdoor patio at 5927 John Martin Drive, and subject to

the outlined conditions of approval.

By voting for denial, the parking deficiency (variance) of 59 parking spaces would be denied and due to the denial of the variance, the request for the site and building plan and conditional use permit would be denied because the use, in accordance with the site and building plan and conditional use permit, would not be in compliance with City Code.

**10. Council Consideration Items**

a. Resolution Approving an Amendment to the Commercial Lease Agreement with Phu Bia Limited Liability Company for Property Located at 1350 Shingle Creek Crossing

*- Motion to approve a resolution approving an amendment to the commercial lease agreement with Phu Bia limited liability company for property located at 1350 Shingle Creek Pkwy*

b. Resolution Directing the Adoption of Traffic Stop and Consent Search Policies for the Brooklyn Center Police Department

*- Motion to approve a resolution adopting of traffic stop and consent search policies for the Brooklyn Center police department.*

**11. Council Report**

**12. Adjournment**

# Council Regular Meeting

DATE: 10/23/2023

TO: City Council
FROM: Dr. Reggie Edwards, City Manager
THROUGH: N/A
BY: Barb Suciu, Assistant City Manager/City Clerk

SUBJECT: Approval of Minutes

**Requested Council Action:**

- *Motion to approve the following meetings:*
  - *10/09/23 Study Session*
  - *10/09/23 Regular Session*
  - *10/09/23 Work Session*

**Background:**

In accordance with Minnesota State Statute 15.17, the official records of all meetings must be documented and approved by the governing body.

**Budget Issues:**

**Inclusive Community Engagement:**

**Antiracist/Equity Policy Effect:**

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| 10.09 Study Session | 10/18/2023 | Backup Material |
| 10.09 Regular Session | 10/18/2023 | Backup Material |
| 10.09 Work Session | 10/18/2023 | Backup Material |

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
OCTOBER 9, 2023
CITY HALL – COUNCIL CHAMBERS

## CALL TO ORDER

The Brooklyn Center City Council met in a Study Session called to order by Mayor April Graves at 6:02 p.m.

## ROLL CALL

Mayor April Graves and Councilmembers Marquita Butler, Kris Lawrence-Anderson, Dan Jerzak, and Teneshia Kragness. Also present were City Manager Reggie Edwards, Community Development Director Jesse Anderson, Assistant City Manager/City Clerk Barb Suciu, and City Attorney Jason Hill.

## CITY COUNCIL DISCUSSION OF AGENDA ITEMS AND QUESTIONS

Councilmember Lawrence-Anderson stated she would like to abstain from voting on the Regular Session and the Study Session minutes from September 25, 2023. Hearing no objection, Mayor Graves moved Approval of Agenda and Consent Agenda Item 6a. Approval of Minutes to become Council Consideration Item 10b. Approval of Minutes.

Councilmember Lawrence-Anderson requested Approval of Agenda and Consent Agenda Item 6c. Hennepin County Youth Violence Prevention Grant will be moved for discussion as well.

Councilmember Butler asked the Council to give Staff a heads up if the Council would like further discussion on an item. Councilmember Lawrence-Anerson stated she emailed Dr. Edwards a couple of hours ago but hadn't heard back from him. She noted she is unsure about the last line of the grant, and she would like to read the application for further understanding.

Councilmember Butler stated the City considers a lot of grants, so prior notice to Staff would be helpful. Councilmember Lawrence-Anderson stated a grant policy is in place yet, which would help address similar issues.

City Manager Dr. Edwards stated the grant was an online application, so they don't have a copy of the application. They can provide information about the grant's scope and the funds' planned use.

Hearing no objection, Mayor Graves moved Approval of Agenda and Consent Agenda Item 6c. Hennepin County Youth Violence Prevention Grant to become Council Consideration Item 10c. Hennepin County Youth Violence Prevention Grant.

Councilmember Jerzak stated it was a consensus of the Council for the Financial Commission to discuss and present a grant policy. Still, they haven't presented anything in the seven months since.

Councilmember Jerzak requested Approval of the Agenda and Consent Agenda Item 6b. Licenses be moved to Council Consideration items, particularly to discuss the liquor license for BB's Live Fire Grille. Each Councilmember received an email from the Country Inn and Suites with some concerns regarding the establishment.

Dr. Edwards stated he has not spoken with Country Inn and Suites since the most recent email. However, Staff has previously met with the hotel ownership regarding other issues of concern. He asked if there were specific items Councilmember Jerzak wanted more information on or if he would prefer a summary of previous conversations with the hotel.

Councilmember Jerzak stated he would like to ensure that Staff has responded to legal counsel about BB's Live Fire Grille concerns. If the Staff has done so, the Council can trust the Staff's word and leave the item on the Consent Agenda.

Councilmember Lawrence-Anderson added she would like to make sure Staff is working with BB's Live Fire Grille to address the concerns. Mayor Graves stated she believes the Staff has done their due diligence. Otherwise, it wouldn't have been on the Consent Agenda.

Dr. Edwards confirmed that Staff would work with Country Inn and Suites to address concerns further.

Councilmember Kragness explained she is the Council Liaison to the Financial Commission, and they have not discussed the grant policy. Dr. Edwards stated he would communicate with Director of Fiscal & Support Services Angela Holm about addressing the item with the Financial Commission.

Councilmember Lawrence-Anderson asked when the next Financial Meeting is scheduled. Assistant City Manager/City Clerk Barb Suciu stated the Financial Commission has a joint meeting with the City Council regarding the budget on October 16, 2023. Councilmember Lawrence-Anderson suggested the Financial Commissioners schedule a new meeting date to address the grant policy.

Mayor Graves suggested copies of the draft grant policy be provided to the Financial Commission. Dr. Edwards stated he would discuss options for scheduling with Director of Fiscal & Support Services Angela Holm.

Ms. Suciu pointed out that Director of Fiscal & Support Services Angela Holm has shared that she has had difficulty getting members of the Financial Commission to respond to emails, which has contributed to the delay.

Mayor Graves asked for the names and emails of the current Commissioners to be emailed to her. Ms. Suciu confirmed she could do that.

Councilmember Jerzak asked if a presentation will be scheduled for the Council to hear the audit results. Dr. Edwards stated there is a joint Financial Commission and City Council Work Session on October 30, 2023, and the presentation is planned for then. The auditors will also be present.

## MISCELLANEOUS

City Manager Reggie Edwards noted there would have to be a closed session for the City Council regarding PFAS planned for October 23, 2023, at 5:00 p.m. There was previously a meeting scheduled with the Brooklyn Center School Board that will be rescheduled because the PFAS topic is time-sensitive.

Dr. Edwards added that the Council has discussed modifications to The Daunte Wright and Kobe Dimock-Heisler Community Safety and Violence Prevention Resolution. He planned three sessions about governance structure and cleaning up language to ensure financial feasibility. There also needs to be a discussion about a permanent committee, its makeup, and its scope.

Councilmember Lawrence-Anderson pointed out her preference is for discussion to be amongst Council without external participants.

Councilmember Butler noted she would prefer to discuss with the Implementation Committee as they have done much work and research on the topic.

Councilmember Jerzak stated the final decision is up to the Council, but input from the Implementation Committee would be beneficial. They need to find a decision that all parties support.

Councilmember Kragness noted her agreement with Councilmember Lawrence-Anderson but would welcome clarification from the Implementation Committee when needed.

Mayor Graves agreed there could be too many cooks in the kitchen, so a smaller subset of the Implementation Committee could be included. Also, they could consider only including the Implementation Committee in the initial session while the final session would be reserved for the Council.

Councilmember Kragness suggested the first and third meetings be the Council alone so they have a set direction. Then, the Implementation Committee could provide clarification at the second meeting.

Mayor Graves stated the Implementation Committee should be included in the discussion on the front end; otherwise, the Council would just be making decisions at the initial meeting without considering outside voices.

Councilmember Lawrence-Anderson stated she would like to refine her earlier preference. She suggested the first session include the Implementation Committee while the two subsequent meetings are just with the Council. Mayor Graves noted her agreement and suggested the Council remain flexible to see what is needed at the meetings.

Dr. Edwards noted the consensus from the Council was for the first meeting to be an opportunity to build a shared understanding of potential changes to The Daunte Wright and Kobe Dimock-Heisler Community Safety and Violence Prevention Resolution and would include the Implementation Committee. The following two meetings would be just the City Council.

Councilmember Lawrence-Anderson pointed out the Council wanted to provide input on Random Acts of Kindness, but it has been scheduled. The Council needs an update on the plans for Random Acts of Kindness. She asked when the submission deadline was. Ms. Suciu stated the applications were due on October 5, 2023. Councilmember Lawrence-Anderson added there needs to be clarification on the location.

Dr. Edwards confirmed further discussion on Random Acts of Kindness at the October 23, 2023, meeting. As for the location, the Staff will clarify the language.

Councilmember Jerzak stated he was unaware of the Random Acts of Kindness event being scheduled for a Saturday. It was previously scheduled on a Friday. There is an expectation for the Council to be present at the event, but they weren't presented with information on the date change.

Dr. Edwards stated there would be a presentation to the Council during a scheduled Council meeting. 2022 was the first time there was an additional event to celebrate the Random Acts of Kindness, and the date was selected by Staff based on availability.

Councilmember Lawrence-Anderson noted there hadn't been a sentence limit for the Random Acts of Kindness submissions, but a community member told her there was a two-sentence limit. Ms. Suciu stated she was unaware of any changes made to the application.

Dr. Edwards stated he would look into any changes to the application. Mayor Graves agreed two sentences may seem too short, but a length limit could be helpful for parity.

Councilmember Lawrence-Anderson pointed out that the Council hasn't discussed the sales tax referendum in a while. She asked for an update. Dr. Edwards stated a presentation is forthcoming, and planning is underway. It would be on the 2024 ballot.

## ADJOURN STUDY SESSION TO INFORMAL OPEN FORUM WITH CITY COUNCIL

Mayor Graves adjourned the meeting at 6:28 p.m.

## RECONVENE STUDY SESSION

Mayor Graves reconvened the Study Session at 6:38 p.m.

## DISCUSSION OF WORK SESSION AGENDA ITEMS AS TIME PERMITS

## FORMER TARGET SITE UPDATE AND DISCUSSION

Dr. Edwards introduced the item and invited Community Development Director Jesse Anderson to continue the Staff presentation.

Community Development Director Jesse Anderson explained the Economic Development Authority (EDA) purchased the former target site in November 2019 for $3,600,000. The property has had temporary uses, including the North Memorial Testing Center and Free Bike 4 Kids.

Mr. Anderson noted the EDA did enter into a pre-development agreement with Global Equity Holdings, Inc. in April of 2022. The pre-development agreement expired on April 25, 2023. The developer has generally not found the site to be financially feasible. The developer has turned their focus on the former Slumberland/Kmart site.

Mr. Anderson stated on July 10, 2023, there was a fire at the Former Target Building. The fire was determined to be arson. The fire caused water damage, smoke damage, damage to the roof, including structural components, and damage to walls. Since the fire, temporary repairs have been made to the roof, and the wet carpet and drywall were removed to prevent further damage.

Mr. Anderson pointed out the property is insured at $646,000. The fire damage repairs are estimated at over $2 million. The property has continued to have break-ins despite Staff's continued efforts to secure the property.

Mr. Anderson showed photos of the property that were taken after the fire and damage from other break-ins.

Mr. Anderson stated the rough estimate for demolition and party wall repairs would cost $700,000 to $800,000. There is an estimate for complete building demolition and site remediation at $200,000 to $300,000. That step would include complete removals, including building utility services and disconnection of utilities. Site restoration would include backfill footing and other excavations with granular fill to within 6" of grade, providing uniform 6" topsoil over all disturbed areas within the building limits, shaping and grading topsoil finish grade to drain, coordination of fill with 2024 Street project to save costs, and seeding or establishing turf grass over all non-paved areas.

Mr. Anderson stated the total demolition and remediation effort will cost around $1,000,000. The estimated cost of repairing the fire damage within the building is approximately $2,000,000. According to the Blight Assessment, the estimated cost for Code Deficiencies is $3,530,200.

Mr. Anderson pointed out several Tax Increment Financing (TIF) implications for demolition. A redevelopment district is the most extended option for TIF at 26 years. To qualify for a redevelopment district, a property needs a blight assessment. A blight assessment has been completed, determining the site would qualify for a redevelopment district. If the property is demolished, the City would need to establish a redevelopment TIF district within three years. From there, the City can delay increments for up to four years to preserve the full life of the district.

Mr. Anderson added alternatively, as discussed during the Opportunity Site update that Staff will be requesting special legislation for the entire Opportunity Site, which would allow a redevelopment district without the blight requirement.

Mr. Anderson concluded that the City Staff's recommendation is to move forward with the demolition of the property. After the demolition of the property, Staff may work with the Brooklyn Village on possible temporary uses of the space to keep the property active. From there, the City would begin discussions with developers regarding potential redevelopment of the site.

Discussion of the item was continued at the Work Session.

## PENDING LIST FOR FUTURE WORK SESSIONS

- Memorial Policy
- Special Assessment Policy/Franchise Fees (referred to Financial Commission)
- Beautification and Public Art Commission
- Liquor Store 2
- Organizational Chart-Budget work sessions
- New and Repeat Type IV Rental License Review (referred to Housing Commission)
- Food Truck Ordinance/License
- Emerald Ash Borer Policy Review (referred to Park & Rec Commission November)
- Opioid Settlement
- ARPA Funds
- Grants: Revenues & Expenses
- Purchasing Policy
- Interveners Impact
- Revisit Resolution 2021-73

## ADJOURNMENT

Mayor Graves adjourned the meeting at 6:48 p.m.

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

REGULAR SESSION
OCTOBER 9, 2023
CITY HALL – COUNCIL CHAMBERS

## 1. INFORMAL OPEN FORUM WITH CITY COUNCIL

CALL TO ORDER INFORMAL OPEN FORUM

The Brooklyn Center City Council met in Informal Open Forum called to order by Mayor April Graves at 6:48 p.m.

ROLL CALL

Mayor April Graves and Councilmembers Marquita Butler, Kris Lawrence-Anderson, Dan Jerzak, and Teneshia Kragness. Also present were City Manager Reggie Edwards, Director of Fiscal & Support Services Angela Holm, Director of Public Works Elizabeth Heyman, Manager of the Office of Community Prevention, Health, and Safety LaToya Turk, Community Development Director Jesse Anderson, Assistant City Manager/City Clerk Barb Suciu, and City Attorney Jason Hill.

Mayor April Graves opened the meeting for the purpose of Informal Open Forum.

Amity D. stated the number of Implementation Committee members included in any discussions related to modifications to The Daunte Wright and Kobe Dimock-Heisler Community Safety and Violence Prevention Resolution should be based on the interest of the Implementation Committee members.

Councilmember Jerzak moved and Councilmember Kragness seconded to close the Informal Open Forum at 6:51 p.m.

Motion passed unanimously.

Mayor Graves adjourned the meeting at 6:51 p.m. to return to the Study Session.

Mayor Graves recalled the Regular Session at 7:02 p.m.

## 2. INVOCATION

Councilmember Jerzak read a quote by Vala Afshar, “We are not a team because we work together. We are a team because we respect, trust, and care for each other.” He also shared a quote by Phil Jackson, “The strength of a team is each individual member. The strength of each member is the

team."

Mayor Graves pointed out it was Indigenous Peoples' Day.

## 3. CALL TO ORDER REGULAR BUSINESS MEETING

The Brooklyn Center City Council met in Regular Session called to order by Mayor April Graves at 7:03 p.m.

## 4. ROLL CALL

Mayor April Graves and Councilmembers Marquita Butler, Kris Lawrence-Anderson, Dan Jerzak, and Teneshia Kragness. Also present were City Manager Reggie Edwards, Director of Fiscal & Support Services Angela Holm, Director of Public Works Elizabeth Heyman, Manager of the Office of Community Prevention, Health, and Safety LaToya Turk, Community Development Director Jesse Anderson, Assistant City Manager/City Clerk Barb Suciu, and City Attorney Jason Hill.

## 5. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

## 6. APPROVAL OF AGENDA AND CONSENT AGENDA

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

### 6a. APPROVAL OF MINUTES

1. August 19, 2023 – Joint Work Session
2. September 18, 2023 – Special Regular Session

### 6b. LICENSES

**LIQUOR - INTOXICATING**

| | |
|---|---|
| BB's Live Fire Grille (Restaurant Only) | 2590 Freeway Blvd, 55430 |

**LIQUOR – SUNDAY SALES**

| | |
|---|---|
| BB's Live Fire Grille (Restaurant Only) | 2590 Freeway Blvd, 55430 |

**MECHANICAL**

| | |
|---|---|
| Airgate Htg & Air Inc. | PO Box 1649, Maple Grove 55311 |
| Residential Heating & AC | 7454 Washington Ave S<br>Minneapolis 55429 |

| | |
|---|---|
| United Heating & A/C Inc. | PO Box 17, Hamel 55340 |

**RENTAL**

*INITIAL (TYPE IV – six-month license)*

| | |
|---|---|
| 6831 Dupont Avenue N | Schynae Manwa |

*RENEWAL (TYPE IV – six-month license)*

| | |
|---|---|
| 3401 47th Avenue N | BMW Holding LLC |
| 5301 Russell Avenue N | Amaz Sommerset LLC |
| 1605 56th Avenue N | Fyr Sfr Borrower Llc |
| 3007 Ohenry Road | Ih3 Property Minnesota Lp |
| 3207 67th Avenue N | Elijah G Nyambane |
| 4307 66th Ave N | Fyr Sfr Borrower Llc |
| 6012 York Avenue N | MNHOMES2GO LLC |
| 6106 Aldrich Avenue N | Home Sfr Borrower Llc |
| 6307 Scott Avenue N | Iasis Vii Llc |
| 6324 Scott Avenue N | Sayndee Sando |
| 6800 Fremont Place N | Sharon McGary |

*RENEWAL (TYPE III – one-year license)*

| | |
|---|---|
| 1701 69th Avenue N | Earle Brown Farm Apartments |
| 4200 Lakebreeze Avenue N | T M Bertelson & M Bertelson |
| 1325 68th Lane N | Roth Wagner 2 Llc |
| 5350 Logan Avenue N | Ccf3 Llc |
| 5636 Humboldt Avenue N | Gao Qiang Liu |
| 5700 Camden Avenue N | Danmark Properties Llc |
| 5913 York Avenue N | Jefferson J Dennis |

| | |
|---|---|
| 6231 Chowen Avenue N | Cameron Hedlund |
| 6424 Fremont Avenue N | Steven Yeboah/Lydia K Yeboah |
| 6807 Scott Avenue N | Gao Qiang Liu |
| 6900 Regent Avenue N | Houa Her & Neng Thao |
| 7018 Girard Avenue N | Carmen Ganga |
| *RENEWAL (TYPE II – two-year license)* | |
| 5012 65th Avenue N | East and West LLC |
| 5937 Abbott Avenue N | Mark Crost |
| 6130 Scott Avenue N | 2017 1 Ih Borrower L P |
| 6706 Toledo Avenue N | Stephen Burson |
| 6936 Unity Avenue N | Paul R Johnson |
| 7124 West River Road | Segun Olatayo |
| *RENEWAL (TYPE I – three-year license)* | |
| 4700 68th Avenue N | Chufeng Xiong |
| 5318 Queen Avenue N | Marguerite R Herrmanntrust |
| 507 69th Avenue N | Outreach Six Acres, Inc. |
| 4706 Wingard Lane | Mains'l Properties Llc |
| 4718 Twin Lake Avenue N | Richard & Elizabeth Becht |
| 5120 Drew Avenue N | Excel Properties LLC |
| 5836 York Avenue N | Courtney Thao Tran |
| 6538 Ewing Avenue N | TuUyen Tran |

**6d. RESOLUTION APPROVING SETTLEMENT AGREEMENT FOR BROOKLYN BOULEVARD CORRIDOR PROJECT PHASE 2 IMPROVEMENTS, PROJECT NO. 2021-05**

**6e. RESOLUTION AUTHORIZING THE APPLICATION AND EXECUTION OF AGREEMENT TO DEVELOP BASKETBALL FACILITIES UNDER THE PROVISIONS OF THE HENNEPIN YOUTH ACTIVITIES GRANTS PROGRAM**

**6f. RESOLUTION APPROVING CHANGE ORDER NO. 1, ACCEPTING WORK PERFORMED AND AUTHORIZING FINAL PAYMENT, PROJECT NO. 2021-18, LIFT STATION NO. 8 REHABILITATION PROJECT**

Motion passed unanimously.

**7. PRESENTATIONS/PROCLAMATIONS/RECOGNITIONS/DONATIONS**

**8. PUBLIC HEARINGS**

**8a. ORDINANCE AMENDMENTS TO THE FRANCHISE AGREEMENT WITH XCEL ENERGY**

City Manager Reggie Edwards introduced the item and invited Director of Public Works Elizabeth Heyman to continue the Staff presentation.

Director of Public Works Elizabeth Heyman explained the purpose of a franchise fee agreement. To connect properties to gas, electric, telephone, and the like, companies must run distribution lines on the public right-of-way. Communities negotiate franchise agreements with utility companies to identify the conditions under which those companies are allowed to use public property to prove service. Utility companies pay a fee to cities in exchange for the use of the public right of way.

Ms. Heyman stated the recommended amendments would modify two resolutions adopted by the City Council on December 8, 2003, and modify an ordinance amendment adopted on July 8, 2019. These 2003, 2016, and 2019 Council actions set the existing Franchise Agreement and franchise fee rates with Xcel Energy. The ordinance has been amended from the first reading of the ordinance to reflect the most current fees revised in 2019.

Ms. Heyman added the recommended franchise ordinances continue to allow the City to revise franchise fees or pursue additional franchise fees in the future. In addition, the franchise agreement does not limit the City's ability to utilize franchise fees as a funding mechanism in the future as a replacement for the existing Special Assessment Policy. The franchise agreement was reviewed by the City Attorney to ensure the City retains the flexibility to support a move away from special assessments if the City Council supported this change in policy in the future.

Councilmember Jerzak moved and Councilmember Butler seconded to open the Public Hearing.

Motion passed unanimously.

No one appeared to address this item.

Councilmember Jerzak moved and Mayor Graves seconded to close the Public Hearing.

Motion passed unanimously.

Councilmember Jerzak moved and Mayor Graves seconded to approve the second reading of an ordinance implementing an electric franchise fee on Northern States Power Company, a Minnesota corporation, D/B/A Xcel Energy, its successors, and assigns for providing electric service within the City of Brooklyn Center

Motion passed unanimously.

Councilmember Lawrence-Anderson moved and Councilmember Butler seconded to approve the second reading of an ordinance granting to Northern States Power Company, A Minnesota Corporation, D/B/A Xcel Energy, its successors and assigns, permission to construct, operate, repair, and maintain in the City of Brooklyn Center, Minnesota, an electric distribution system and transmission lines, including necessary poles, lines, fixtures and appurtenances, for the furnishing of electric energy to the City, its inhabitants, and others, and to use the public grounds and public ways of the city for such purposes.

Motion passed unanimously.

## 9. PLANNING COMMISSION ITEMS

## 10. COUNCIL CONSIDERATION ITEMS

### 10a. 2024-2028 STRATEGIC PLAN AND PRIORITIES

Dr. Edwards introduced the item and invited Assistant City Manager/City Clerk Barb Suciu to continue the presentation.

Assistant City Manager/City Clerk Barb Suciu explained the City completed a Strategic Planning process several times in the past, with the most recent being in 2017. The planning included the City Council and Department Directors. The current plan has six strategic priorities and two values. She invited consultant Barbara Ray to continue the presentation.

Ms. Ray stated a strategic plan is a road map outlining an organization's long-term goals and strategies. A strategic plan helps an organization clarify future direction, establish priorities, and improve organizational performance.

Ms. Ray pointed out that in March 2023, the City launched a survey focused on the current strategic plan and priorities. 643 individuals participated in the survey. In May, the City Council, Department Directors, and members of the community started on the journey of revising the strategic plan. The group met monthly in May, June, July, August, and September of 2023 to

develop the new Vision, Mission, Values, and Strategic Priorities.

Dr. Edwards stated the mission is that Brooklyn Center actively provides a safe, welcoming, and inclusive environment. This is the mantra for all Staff to do their work.

Mayor Graves stated vision statement says, “In pursuit of our vision of one Brooklyn Center, the City will provide high-quality equitable City services that demonstrate we are inclusive and welcoming. Through our actions, we will establish an engaged relationship with our community. This includes increasing the safety and well-being of our residents, City employees, businesses, and visitors while adding a wide range of economic development opportunities. All this leads to a renewed sense of pride in the City and its physical condition and aesthetics.”

Matt O. explained safety is one of the values determined by the group. It was important in the community survey. Safety means a commitment to resources to prevent and address the conditions leading to physical, psychological, or systemic harm to the community.

Julie B. stated the community-centered explanation is, “We are all members of our community. We value our diverse perspectives, voices, and strengths. We are innovative and collaborative in our approach to service and making informed decisions.

Barb J. noted the next value is accountability. She read, “We will own and be responsible for our actions. We will be honest, ethical, and dependable.”

Director of Fiscal & Support Services Angela Holm pointed out the next value is transparency. Transparency leads to trust and the City commits to being honest and open with communication, business practices, and finances.

Jamar H. added the final value is sustainability. Sustainability is explained as, “We are responsible to future generations and the world we leave them. We will be good stewards of resources and use them conservatively and wisely.”

Community Development Director Jesse Anderson stated the first strategic priority.

Jamar H. noted the next strategic priority is to maintain and enhance public places.

Julie B. explained it was an honor to be part of the process. Another strategic priority is to improve community and employee safety and prevention efforts.

Barb J. noted the next strategic priority is to provide quality services with fair and equitable treatment.

Ms. Holm added another strategic priority is to strengthen community and employee engagement in key decisions. She pointed out there was a recent employee survey completed.
Matt. O stated it will be a strategic priority to be an effective partner with other public entities.

Ms. Suciu pointed out the strategic priority to strengthen and diversify business development and broad housing development

Mayor Graves noted the strategic priority to strengthen employee experience.

Ms. Suciu stated the next step is to develop goals, which will be completed in November with the City Council and Department Directors. From there, the Department Directors and Managers will develop action plans. The goal is to complete all planning by January 1, 2024.

Mayor Graves suggested the item be tabled until the next Council meeting to allow additional consideration time for the Council.

Councilmember Lawrence-Anderson pointed out there were several members of the planning group present. She asked if the Council could ask for clarity on some of what was presented. Mayor Graves stated that would be fine.

Councilmember Lawrence-Anderson suggested using "dedicate" instead of "commit" in the explanation of the value of safety. She stated she supports prevention, but she doesn't like the word "prevent" as it is unachievable. She requested removing the word "prevent." Councilmember Kragness noted her agreement.

Mayor Graves pointed out there was no disagreement regarding the suggestion.

Councilmember Lawrence-Anderson requested the word "public" be added to the explanation for community-centered.

Councilmember Lawrence-Anderson stated that "prevention efforts" were not initially included in the strategic priority to "improve community and employee safety and prevention efforts." Mayor Graves agreed there was a lengthy discussion on the term "prevention," but there wasn't necessarily a consensus to eliminate all mentions of prevention.

Councilmember Jerzak noted his agreement with Councilmember Lawrence-Anderson.

Councilmember Lawrence-Anderson suggested the strategic priority to "strengthen and diversity business development and broad housing development" be changed to the consensus reached by the group which was, "strengthen and diversity business development and housing options."

Councilmember Lawrence-Anderson added the word "strengthen" was used a few times. There was discussion about "improving employee's experience" instead of strengthen because strengthen implies that there is a lack of strength currently.

Mayor Graves stated she supports the suggestions made by Councilmember Lawrence-Anderson, but she is hesitant about the request to eliminate "prevention" from one of the strategic priorities. Many participants in the planning process value prevention efforts.

Ms. Suciu stated she would work with Barbara Ray to review the notes and bring suggestions to the Council.

Councilmember Lawrence-Anderson asked what employee and safety prevention efforts look like. Mayor Graves stated safety is both physical and the opportunity to show up as-is without worry about judgment. However, she doesn't have an issue with removing "prevention" from the strategic priorities.

Councilmember Lawrence-Anderson moved and Councilmember Kragness seconded to approve the 2024-2028 Strategic Plan and Priorities, including the discussed changes.

Motion passed unanimously.

**10b. APPROVAL OF MINUTES**

3. September 25, 2023 – Study Session
4. September 25, 2023 – Regular Session

Councilmember Jerzak moved and Mayor Graves seconded to approve the minutes from the September 25, 2023 Study Session and the September 25, 2023, Regular Session.

Councilmember Lawrence-Anderson abstained from the vote. Motion passed.

**10c. HENNEPIN COUNTY YOUTH VIOLENCE PREVENTION GRANT**

Dr. Edwards introduced the item and invited the Manager of the Office of Community Prevention, Health, and Safety LaToya Turk, who appeared remotely.

Manager of the Office of Community Prevention, Health, and Safety LaToya Turk noted it is the second year the City has received the grant. The Gun Violence Prevention grant will support community-led initiatives that provide a public health approach to youth violence prevention services for youth in the Brooklyn Center area that focus on holistic, culturally appropriate prevention, restorative, and violence interruption to youth gun violence. The effort supports the mission and vision of Brooklyn Center.

Mayor Graves asked what the previous grant funding was used for. Ms. Turk stated the first grant allowed for programming that targeted high-risk populations and also went toward funding Community Intervenors. There is a plan to include mentorship and academic support in the next round of the grant.

Mayor Graves asked if there was a requirement for Staff to report back on the implementation of grant funds. Ms. Turk confirmed there are multiple reporting touchpoints with the County, and many City Staff were included in the reporting process.

Councilmember Jerzak stated the objectives are really valuable. He asked for an update later on about the programming and its effectiveness prior to the grant being accepted again.

Councilmember Lawrence-Anderson noted her support of the work. She explained the Council is the legal entity responsible for the grant. Therefore, it is important for the Council to review the application and other supporting documents. She read a portion of the resolution, "After appropriate examination and due consideration, the governing body of the City: Finds that it is in the best interests of the City's goals and priorities for the projects to occur at this particular time:" Councilmember Lawrence-Anderson stated she has not had the opportunity for appropriate examination and due consideration because she hasn't received any additional information.

Mayor Graves asked if Staff could provide the quarterly reports from the first round of the grant to the Council for review.

Dr. Edwards confirmed Staff could gather and distribute the reports. It is the role of the Staff to follow the direction of the Council and seek out grants or other funding opportunities to support the values and priorities of the Council. It is not the role of the Council to have an in-depth understanding of each and every grant. Staff exercises its best judgment on behalf of the Council.

Mayor Graves noted her agreement with Dr. Edwards' comments and reiterated the importance of creating a grant policy to help in the grant consideration process. She shared some of her experience handling grants in her full-time role in Minneapolis; each grant isn't reviewed by that city's governing body.

Councilmember Butler noted her agreement with Mayor Graves. Grants haven't been an issue in the past. She asked Dr. Edwards how many grants the City applies for in a given year. Dr. Edwards stated he doesn't have the specific number, but it is a large amount.

Councilmember Butler stated the Council is allowed to ask questions of Staff, but micro-managing Staff is not a good use of Council time. The Council needs to stay in its lane. She stated she is not interested in a work session about the grant and suggested if Councilmembers want more information on a particular grant that they discuss it in a one-on-one meeting with the City Manager.

Mayor Graves read an excerpt from the Council packet, "Hennepin County Human Services and Public Health has awarded the City of Brooklyn Center the Gun Violence Prevention grant that will support community-led initiatives that provide a public health approach to youth violence prevention services for youth in the Brooklyn Center area that focus on holistic, culturally appropriate prevention, restorative, and violence interruption to youth gun violence.

"Supported community programming will enhance and work collaboratively with the current comprehensive approach to youth gun violence prevention that has infrastructure in prevention, intervention, response, and recovery.

"Programming will have strategic targets that include workforce/academic development, (employment exposure journeys, skill building, and employment preparation) self-awareness through representation and strength-based modeling), social and cultural relationship awareness, and STEAM (educational discipline in the areas of science, technology, engineering, the arts, and

mathematics) partnerships.

“Brooklyn Center will continue to partner and facilitate community capacity building initiatives to provide training and resources to community partners that focus on violence prevention, reduction, and mitigating youth gun violence as well as mental health and substance abuse use services and resources.”

Councilmember Lawrence-Anderson noted her support of Staff and grants. Until there is an established grant policy, she will continue to ask questions about grant funding and the proper utilization of said funds. She stated she wants to be aware of contracts the City enters into and for the Council to have access to information such as quarterly reports.

Councilmember Jerzak pointed out Brooklyn Center is one of the few cities without a grant policy. He stated it is not micro-managing, but it is the Council fulfilling its role as established in the Charter. Councilmember Jerzak added a value of the City is transparency.

Councilmember Kragness asked if the Council would have an opportunity to review the contract prior to voting on the item.

Mayor Graves stated she doesn’t need to review the contract before voting. She trusts the Staff’s recommendations. It was a grant previously utilized by the City, and the City met the grant requirements, as shown by it being granted again.

Councilmember Lawrence-Anderson stated she would like to review the contract before voting.

Dr. Edwards asked if the Council is setting a precedent to review each grant contract before voting on it.

Councilmember Kragness noted she doesn’t need to review the contract.

Councilmember Lawrence-Anderson stated a grant policy would set the precedent for which grants need to be reviewed by the Council.

Councilmember Jerzak noted there has been resistance to implementing a grant policy over the past seven months. Mayor Graves asked who had shown resistance. Councilmember Jerzak stated the policy hasn’t been presented to the Council. Mayor Graves stated there isn’t resistance but a lack of meeting times and a focus on the budget by the Finance Commission.

Councilmember Jerzak restated that the grant policy implementation process has been slow. Also, the Council hasn’t received a presentation on how grants impact the overall budget.

Mayor Graves stated the entire Council agrees a grant policy is needed, and a date has been identified to move forward with the grant policy.

Councilmember Butler moved and Mayor Graves seconded to adopt RESOLUTION NO. ___ a resolution authorizing the application and execution of the agreement with Hennepin County regarding the Hennepin County Gun Violence Prevention Grant.

Councilmembers Jerzak and Lawrence-Anderson voted against the same. Motion passed.

## 11. COUNCIL REPORT

Mayor Graves recommended checking out the Community Center website for upcoming events.

## 12. ADJOURNMENT

Councilmember Lawrence-Anderson moved and Councilmember Jerzak seconded adjournment of the City Council meeting at 8:05 p.m.

Motion passed unanimously.

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

WORK SESSION
OCTOBER 9, 2023
CITY HALL – COUNCIL CHAMBERS

## CALL TO ORDER

The Brooklyn Center City Council/Economic Development Authority (EDA) met in a Work Session called to order by Mayor/President April Graves at 8:16 p.m.

## ROLL CALL

Mayor/President April Graves and Councilmembers/Commissioners Marquita Butler, Kris Lawrence-Anderson, Dan Jerzak, and Teneshia Kragness. Also present were City Manager Reggie Edwards, Community Development Director Jesse Anderson, Assistant City Manager/City Clerk Barb Suciu, and Jason Hill, City Attorney.

## FORMER TARGET SITE UPDATE AND DISCUSSION

Discussion on the item began during the Study Session.

Community Development Director Jesse Anderson explained if the item were approved, the next step would be the bidding process for the project.

Mayor/President Graves asked if the insurance money could be used toward demolition. Mr. Anderson confirmed the insurance money can be used toward demolition. It would likely cost the City $300,000 to $500,000 after using the insurance money. There is an option for the City to reimburse themselves through Tax Increment Financing (TIF).

Mayor/President Graves asked what the site's value would be after demolition. Mr. Anderson stated the price would be increased from the previous estimate of $3.6 million to closer to $4 million since the demolition work would have been completed for the developer.

Mayor/President Graves asked what people do when they break into the building. Mr. Anderson stated people have used the fire extinguishers, broken a door, broken a lock to the roof access, and then just spent time in the building.

Mayor/President Graves asked if a suspect in the fire had been identified. Mr. Anderson stated there was not a suspect.

Councilmember/Commissioner Jerzak pointed out the City will be responsible for the lighting and parking lot even after demolition, which is costly to the City. Additionally, there may need to be a high level of insurance for such buildings, especially considering the shared wall. He noted the City tends to write down the cost of land to $1, so that is something to keep in mind. He asked how the site would fit into the Opportunity Site.

Mr. Anderson stated the Staff typically uses a 1.5 multiplier for property value in insurance coverage, but that wasn't the situation for the site in question. As for the Opportunity Site, Staff has considered hosting a work session to finalize the site planning for the project.

Councilmember/Commissioner Kragness noted there was talk about demolishing the site before the fire. That discussion could have revealed the issue with the insurance multiplier. Mr. Anderson stated the City would have had to cover all of the demolition expenses if there hadn't been a fire. Also, the Staff was unaware of the lack of a multiplier in the insurance.

Councilmember/Commissioner Lawrence-Anderson asked for clarification on the estimate provided in a previous Friday update email. Mr. Anderson stated the email assumed a 1.5 multiplier, but the Staff has since received updated information from the insurance agent.

Councilmember/Commissioner Jerzak suggested Staff look into the other insurance agreements to ensure the multiplier is included.

Councilmember/Commissioner Jerzak asked for information on controlling the electricity in the parking lot after the demolition. Mr. Anderson agreed that this step would be a challenge and would be included in the bidding and planning process. The Staff has already discussed some solutions for the electricity concern.

**PENDING LIST FOR FUTURE WORK SESSIONS**

- Memorial Policy
- Special Assessment Policy/Franchise Fees (referred to Financial Commission)
- Beautification and Public Art Commission
- Liquor Store 2
- Organizational Chart-Budget work sessions
- New and Repeat Type IV Rental License Review (referred to Housing Commission)
- Food Truck Ordinance/License
- Emerald Ash Borer Policy Review (referred to Park & Rec Commission November)
- Opioid Settlement
- ARPA Funds
- Grants: Revenues & Expenses
- Purchasing Policy
- Interveners Impact
- Revisit Resolution 2021-73

## ADJOURNMENT

Councilmember/Commissioner Lawrence-Anderson moved and Councilmember/Commissioner Jerzak seconded the adjournment of the City Council/Economic Development Authority Work Session at 8:25 p.m.

# Council Regular Meeting

DATE: 10/23/2023

TO: City Council
FROM: Dr. Reggie Edwards, City Manager
THROUGH: Barb Suciu, Assistant City Manager/City Clerk
BY: Shannon Pettit, Deputy City Clerk

SUBJECT: Approval of Licenses

**Requested Council Action:**

- *Motion to approve the 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.

**Liquor - Intoxicating**

**Liquor - Sunday Sales**

**Mechanical**
Season Control Mechanical Division, Inc.
6225 Cambridge St. #29, St. Louis Park 55416

**Budget Issues:**

- None

**Inclusive Community Engagement:**

- None

**Antiracist/Equity Policy Effect:**

- None

**Strategic Priorities and Values:**

Safe, Secure, Stable Community, Operational Excellence

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Rental Criteria | 6/20/2023 | Backup Material |
| Rental Properties | 10/18/2023 | Backup Material |

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

**b. Police Service Calls.**

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

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

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

# Rental Licenses for Council 10.23.23

| Location Address | License Subtype | Renewal/Initial | Owner | Property Code Violations | License Type | Police CFS* | Final License Type** | Previous License Type*** | Consecutive Type IV's |
|---|---|---|---|---|---|---|---|---|---|
| 6220 France Ave N | Multiple Family 6 Bldgs 23 Units | Initial | Ewing Square Acquisition Partners, LP | 77 = 3.34 per unit | Type IV | N/A | Type IV | N/A | N/A |
| 7218 Oliver Ave N | Single | Initial | Na Vang | 3 | Type II | N/A | Type II | N/A | N/A |
| 201 65th Ave N | Multiple Family 7 Bldgs 84 Units | Renewal | Riverwood LLC | 148 = 1.76 per unit | Type III | 10/31/22 Disturbance 4/30/23 Robbery | Type III | Type III | N/A |
| 6331 Beard Ave N | Multiple Family 3 Bldgs 36 Units | Renewal | Ccfi Holdings Llc | 96 = 2.66 per unit | Type III | 0 | Type III | Type III | N/A |
| 4819 Azelia Ave N | Multiple Family 1 Bldg 12 Units | Renewal | Third Street/azelia Prop Llc | 10 = .9 per unit | Type II | 0 | Type II | Type II | N/A |
| 5415 69th Ave N | Multiple Family 1 Bldg 63 Units | Renewal | Phs Maranatha Inc | 61 = 0.97 per unit | Type II | 0 | Type II | Type I | N/A |
| 6915 Humboldt Ave N | Multiple Family 2 Bldgs 50 Units | Renewal | Lynwood Pointe Llc | 105 = 2.1 per unit | Type III | 0 | Type III | Type III | N/A |
| 509 61st Ave N | Single | Renewal | Timothy Martin Daniel | 3 | Type II | 0 | Type II | Type III | N/A |
| 2812 Ohenry Rd | Single | Renewal | Patrick Meier | 3 | Type II | 0 | Type II | Type I | N/A |
| 3125 65th Ave N | Single | Renewal | Hp Minnesota I Llc | 4 | Type II | 0 | Type II | Type IV | N/A |
| 3312 64th Ave N | Single | Renewal | Buildup Assets 64th Ave Llc | 6 | Type III | 0 | Type III | Type I | N/A |
| 3800 Burquest La | Single | Renewal | HENNEPIN RP FUNDING LLC | 6 | Type III | 0 | Type III | Type III | N/A |
| 3819 61st Ave N | Single | Renewal | Fred Hanus Llc | 5 | Type II | 0 | Type II | Type I | N/A |
| 3906 Janet La | Single | Renewal | E Anderson & K Knoepke | 6 | Type III | 0 | Type III | Type IV | N/A |
| 5112 70th Ave N | Single | Renewal | Ih3 Property Minnesota Lp | 3 | Type II | 0 | Type IV | Type IV | 4 |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 5207 Boulder La | Single | Renewal | Herman Capt Partners V Llc | 8 | Type III | 0 | Type III | Type III | N/A |
| 5333 Bryant Ave N | Single | Renewal | Badikambudi Helene Kazadi | 5 | Type II | 0 | Type II | Type IV | N/A |
| 5336 Sailor La | Single | Renewal | T J Agene & O E Agene | 5 | Type II | 0 | Type II | Type II | N/A |
| 5415 Emerson Ave N | Single | Renewal | Mnsf Ii W1 Llc | 4 | Type II | 0 | Type II | Type II | N/A |
| 5443 Logan Ave N | Single | Renewal | Imani Rock Group Llc | 4 | Type II | 0 | Type II | Type I | N/A |
| 5814 Pearson Dr | Single | Renewal | Ih2 Property Illinois Lp | 3 | Type II | 0 | Type II | Type IV | N/A |
| 5937 Vincent Ave N | Single | Renewal | Jack Johnson | 5 | Type II | 0 | Type II | Type IV | N/A |
| 6000 Bryant Ave N | Single | Renewal | Rto Investments Llc | 1 | Type I | 0 | Type III | Type III | N/A |
| 6012 Kyle Ave N | Single | Renewal | James R Hager | 2 | Type I | 0 | Type I | Type I | N/A |
| 6218 Unity Ave N | Single | Renewal | ISHMAEL KOMARA | 9 | Type III | 0 | Type III | Type II | N/A |
| 6225 Unity Ave N | Single | Renewal | HPA CL2 LLC | 11 | Type IV | 0 | Type IV | Type IV | 2 |
| 6749 Humboldt Ave N | Single | Renewal | Patrick Nguyen | 8 | Type III | 0 | Type IV | Type IV | 3 |
| 6800 Bryant Ave N | Single | Renewal | Peter Nguyen | 9 | Type III | 0 | Type III | Type IV | N/A |
| 7037 Humboldt Ave N | Single | Renewal | Gao Qiang Liu | 1 | Type I | 0 | Type I | Type II | N/A |
| 7148 Morgan Ave N | Single | Renewal | FRED HANUS LLC | 5 | Type II | 0 | Type II | Type III | N/A |

*CFS = Calls for Service for renewal licenses only (Initial licenses are not applicable to calls for service, and will be listed as N/A)

**License type being issued

***Initial licenses will not show a Type I = 3 year, Type II = 2 year, Type III = 1 year, Type IV = 6 months

All properties are current on City utiliites and property taxes

# Council Regular Meeting

DATE: 10/23/2023

TO: City Council
FROM: Dr. Reggie Edwards, City Manager
THROUGH: Elizabeth Heyman, Director of Public Works
BY: Ahmed Omer, P.E., City Engineer

SUBJECT: Resolution Authorizing the Amendment to Easements for Lot 1, Block 1, Joslyn Second Addition, Hennepin County, Minnesota

**Requested Council Action:**

*- Motion to approve a amendment to easements on Lot 1, Block 1, of Joslyn Second Addition, Hennepin County, Minnesota.*

**Background:**

On May 31, 2023, staff received a request to amend existing easements within Lot 1, Block 1, of Joslyn Second Addition to cover existing sidewalk and right of way as constructed on the property outside of existing easements recorded with the Hennepin County Recorder's Office on June 26, 2000 as Document No. 7315767. The attached maps show the extent of the easements needed within the parcel.

The City Attorney has reviewed all easement documents and concurs to the purpose and form of the easements.

**Budget Issues:**

Easement recording fees will be paid by the property owner or a representative.

**Inclusive Community Engagement:**

**Antiracist/Equity Policy Effect:**

**Strategic Priorities and Values:**

Key Transportation Investments

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Amendment | 10/17/2023 | Resolution Letter |

## AMENDMENT TO EASEMENTS

This Amendment to Easements (the "**Amendment**") is entered as of _____, 2023 (the "**Effective Date**"), by and between **Lakebreeze Industrial Portfolio Owner, LLC**, a Delaware limited liability company, with offices at 5201 Eden Avenue, Suite 50, Edina, Minnesota 55436 ("**Owner**") and the City of Brooklyn Center, a Minnesota municipal corporation, with offices at 6301 Shingle Creek Parkway, Brooklyn Center, Minnesota 55430 ("**City**").

WHEREAS, the Owner is the fee title holder to the property legally descried as follows:

Lot 1, Block 1, Joslyn Second Addition, Hennepin County, Minnesota.

(the "**Property**").

WHEREAS, the Owner, as successor to Twin Lakes II, LLC, a Minnesota limited liability company, and City are parties to that certain Easements document dated May 19, 2000, recorded with the Hennepin County Recorder's Office on June 26, 2000 as Document No. 7315767 (the "**Agreement**");

WHEREAS, the Property was platted into a larger parcel of land after the Agreement was recorded and is now both abstract and registered torrens.

WHEREAS, the Owner wishes to confirm that the Agreement and this Amendment encumbers the Property; and

WHEREAS, the existing sidewalk and right of way as constructed on the Property are in part outside of the existing easements contained in the Agreement and as such the Owner and City wish to amend the Agreement.

NOW THEREFORE, for good and valuable consideration, the parties agree to the following amendments to the Agreement:

1. Additional Easements. The following easements are hereby added to Section 1 of the Agreement and are described below and depicted in the attached Exhibit A:

A street easement over and across that part of Lot 1, Block 1, JOSLYN SECOND ADDITION, as of public record Hennepin County, Minnesota, lying southwesterly of the following described line: commencing at the most southwest corner of said Lot 1, Block 1; thence North 00 degrees 32 minutes 05 seconds West along the west line of said Lot 1, Block 1, a distance of 44. 76 feet to the point of beginning of the line herein described; thence South 13 degrees 35 minutes 08 seconds East, 42.10 feet; thence southeasterly 38.88 feet along a tangential curve concave to the northeast having a radius of 55.00 feet, a central angle 40 degrees 30 minutes 07 seconds, a chord distance of 38.07 feet and a chord bearing of South 34 degrees 38 minutes 30 seconds East, to the south line of said Lot 1, Block 1 and said line there terminating.

A sidewalk easement over and across that part of Lot 1, Block 1, JOSLYN SECOND ADDITION, as of public record Hennepin County, Minnesota, lying southwesterly of the following described line: commencing at the most southwest corner of said Lot 1, Block 1; thence North 00 degrees 32 minutes 05 seconds West along the west line of said Lot 1, Block 1, a distance of 44. 76 feet; thence North 89 degrees 27 minutes 55 seconds East, 10.00 feet to the point of beginning of the line herein described: thence South 15 degrees 19 minutes 04 seconds East, 43.14 feet; thence southeasterly 26.01 feet along a tangential curve concave to the northeast having a radius of 44.00 feet, a central angle 33 degrees 52 minutes 05 seconds, a chord distance of 25.63 feet and a chord bearing of South 35 degrees 36 minutes 50 seconds East, to its intersection with the north line of a sidewalk easement described in Document No. 7315767 and said line there terminating.

AND

A 10.00 foot sidewalk easement over and across that part of Lot 1, Block 1, JOSLYN SECOND ADDITION, as of public record Hennepin County, Minnesota, lying 10.00 feet easterly of the following described line: Beginning at the angle point on the west line of Lot 1, Block 1, JOSLYN SECOND ADDITION, as of public record Hennepin County, Minnesota, also being the southwest corner of Lot 3, Block 1, JOSLYN ADDITION, thence on an assumed bearing of North 00 degrees 34 minutes 44 seconds West along the west line of said Lot 1, Block 1, a distance of 261.43 feet to the south line of the road right of way easements described in Document No. 7803420 and said line there terminating, said line are to be lengthened and or shortened as to terminate on the south line of said Document No. 7803420 and on the south line of Lot 3, Block 1, JOSLYN ADDITION.

**2.** All other terms and conditions of the Agreement remain in full force and effect.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK; SIGNATURES ATTACHED]

**IN WITNESS WHEREOF,** the undersigned have executed this Amendment as of the Effective Date.

**LAKEBREEZE INDUSTRIAL PORTFOLIO OWNER, LLC**, a Delaware limited liability company

By: Lakebreeze Industrial Portfolio Investor Holdings, LLC, a Delaware limited liability company
Its: Sole Member

TC Partners II, LLC,
a Minnesota limited liability company
Its: Administrative Member

By: _____
Name: Peter H. Mork
Title: Manager

STATE OF MINNESOTA )
) ss.
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this 11 day of September, 2023, by Peter H. Mork, the Manager of TC Partners II, LLC, a Minnesota limited liability company, the Administrative Member of Lakebreeze Industrial Portfolio Investor Holdings, LLC, a Delaware limited liability company, the Sole Member of Lakebreeze Industrial Portfolio Owner, LLC, a Delaware limited liability company, on its behalf.

(Stamp)

LAURA E ANDERSON
Notary Public
State of Minnesota
My Commission Expires
January 31, 2025

_____
Notary Public

**CITY OF BROOKLYN CENTER,**
a Minnesota municipal corporation

By: _____
April Graves
Its: Mayor

By: _____
Dr. Reggie Edwards
Its: City Manager

STATE OF MINNESOTA )
) ss.
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by April Graves and Dr. Reggie Edwards, Mayor and City Manager, respectively, of the City of Brooklyn Center, a Minnesota municipal corporation, on its behalf.

(Stamp)

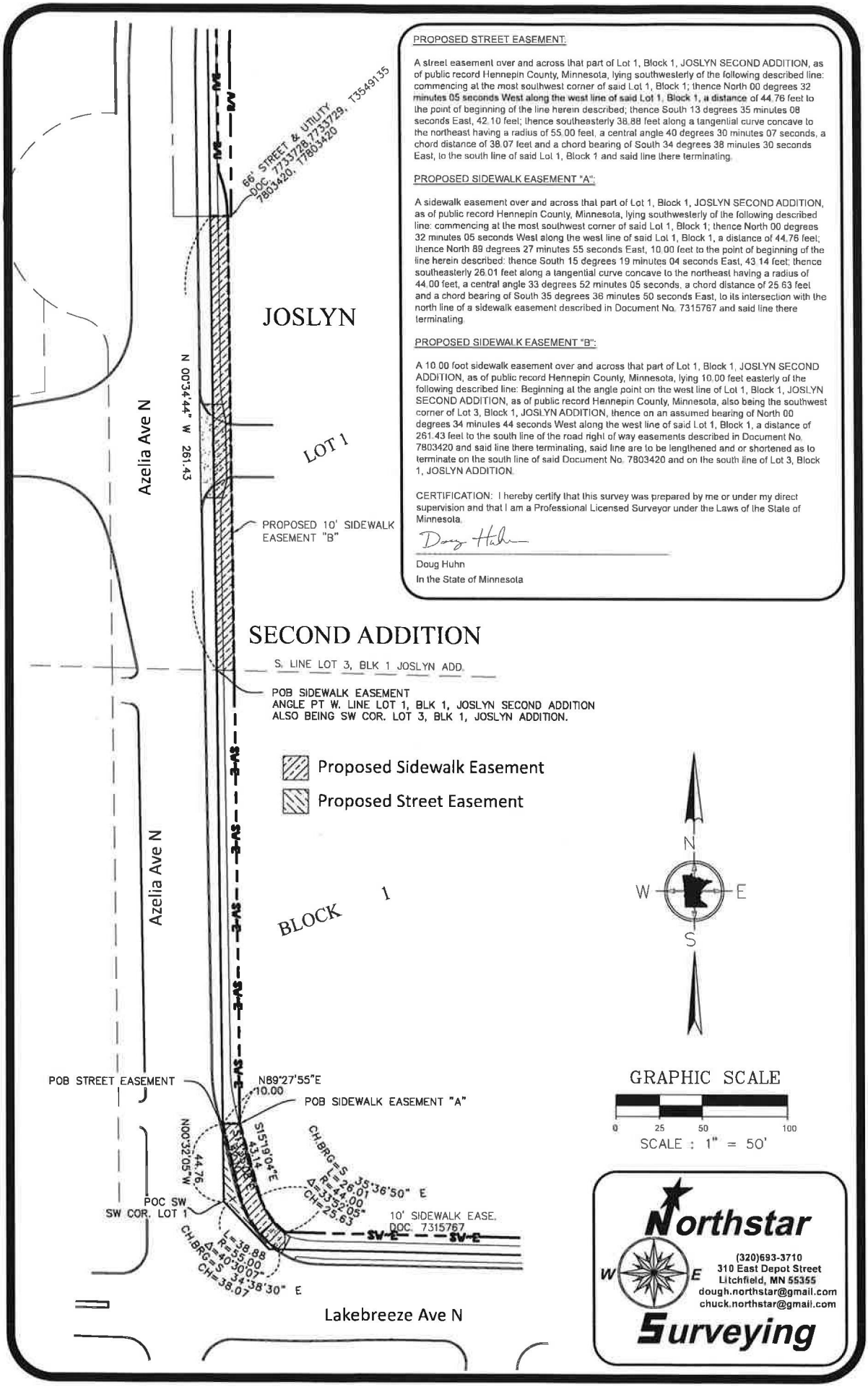
_____
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
Barna, Guzy & Steffen, Ltd.
200 Coon Rapids Blvd. NW., Suite 400
Minneapolis, MN 55433
(763) 780-8500 (AKG)

**EXHIBIT A**

Depiction of Additional Easements

[SEE ATTACHED]




PROPOSED STREET EASEMENT:

A street easement over and across that part of Lot 1, Block 1, JOSLYN SECOND ADDITION, as of public record Hennepin County, Minnesota, lying southwesterly of the following described line: commencing at the most southwest corner of said Lot 1, Block 1; thence North 00 degrees 32 minutes 05 seconds West along the west line of said Lot 1, Block 1, a distance of 44.76 feet to the point of beginning of the line herein described; thence South 13 degrees 35 minutes 08 seconds East, 42.10 feet; thence southeasterly 38.88 feet along a tangential curve concave to the northeast having a radius of 55.00 feet, a central angle 40 degrees 30 minutes 07 seconds, a chord distance of 38.07 feet and a chord bearing of South 34 degrees 38 minutes 30 seconds East, to the south line of said Lot 1, Block 1 and said line there terminating.

PROPOSED SIDEWALK EASEMENT "A":

A sidewalk easement over and across that part of Lot 1, Block 1, JOSLYN SECOND ADDITION, as of public record Hennepin County, Minnesota, lying southwesterly of the following described line: commencing at the most southwest corner of said Lot 1, Block 1; thence North 00 degrees 32 minutes 05 seconds West along the west line of said Lot 1, Block 1, a distance of 44.76 feet; thence North 89 degrees 27 minutes 55 seconds East, 10.00 feet to the point of beginning of the line herein described: thence South 15 degrees 19 minutes 04 seconds East, 43.14 feet; thence southeasterly 26.01 feet along a tangential curve concave to the northeast having a radius of 44.00 feet, a central angle 33 degrees 52 minutes 05 seconds, a chord distance of 25.63 feet and a chord bearing of South 35 degrees 36 minutes 50 seconds East, to its intersection with the north line of a sidewalk easement described in Document No. 7315767 and said line there terminating.

PROPOSED SIDEWALK EASEMENT "B":

A 10.00 foot sidewalk easement over and across that part of Lot 1, Block 1, JOSLYN SECOND ADDITION, as of public record Hennepin County, Minnesota, lying 10.00 feet easterly of the following described line: Beginning at the angle point on the west line of Lot 1, Block 1, JOSLYN SECOND ADDITION, as of public record Hennepin County, Minnesota, also being the southwest corner of Lot 3, Block 1, JOSLYN ADDITION, thence on an assumed bearing of North 00 degrees 34 minutes 44 seconds West along the west line of said Lot 1, Block 1, a distance of 261.43 feet to the south line of the road right of way easements described in Document No. 7803420 and said line there terminating, said line are to be lengthened and or shortened as to terminate on the south line of said Document No. 7803420 and on the south line of Lot 3, Block 1, JOSLYN ADDITION.

CERTIFICATION: I hereby certify that this survey was prepared by me or under my direct supervision and that I am a Professional Licensed Surveyor under the Laws of the State of Minnesota.

Doug Huhn

Doug Huhn
In the State of Minnesota

Northstar Surveying
(320)693-3710
310 East Depot Street
Litchfield, MN 55355
dough.northstar@gmail.com
chuck.northstar@gmail.com

**CONSENT OF LENDER**
**TO**
**AMENDMENT TO EASEMENTS**

The undersigned, **Voya Investment Management LLC**, a Delaware limited liability company ("**Lender**"), such Lender being the holder of that certain Mortgage, Assignment of Leases, Security Agreement and Fixture Filing dated June 27, 2023, and recorded July 13, 2023, as Document No. 11214543, in the Hennepin County Recorder's Office and filed July 10, 2023, as Document No. 6022887, in the office of the Hennepin County Registrar of Title's Office ("**Mortgage**"), granted by Lakebreeze Industrial Portfolio Owner, LLC, a Delaware limited liability company ("**Mortgagor**"), in favor of Lender, hereby consents to the execution and recording of the within and Amendment to Easements (the "**Amendment**"), and further agrees that the Mortgage and any interest of the Lender property encumbered by the Mortgage acquired pursuant to the enforcement of the Mortgage shall be subject to the terms and provisions of the Amendment; provided, however, that the Mortgage shall remain in full force and effect, and this Consent shall not waive, invalidate or discharge the lien of the Mortgage.

Executed this 30th day of August, 2023.

**VOYA INVESTMENT MANAGEMENT LLC**, a Delaware limited liability company

By: _____

Its: _____
Dan Siegenthaler
Senior Vice President

STATE OF Georgia )
) ss:
COUNTY OF Fulton )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Dan Siegenthaler, the SVP of Voya Investment Management LLC, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Witness my hand and Notarial Seal this 30th day of August, 2023.

MARIA BECERRA
Notary Public, Georgia
Fulton County
My Commission Expires
November 17, 2023

_____
Notary Public

Maria Becerra
_____
Printed Name

My commission expires: 11/17/2023.

# Council Regular Meeting

DATE: 10/23/2023

TO: City Council
FROM: Dr. Reggie Edwards, City Manager
THROUGH: NA
BY: Jesse Anderson, Community Development Director

SUBJECT: Public Hearing on Proposed Special Assessments for Nuisance Abatement Costs, Administrative Fines/Citations, Tall Grass and Weed Abatement Costs, and Dead Disease Tree Abatement Costs

**Requested Council Action:**

*- Motion to:*

- *Open the public hearings concurrently;*
- *Take public input; and*
- *Close the public hearings.*

*- Motion to Adopt Resolution Certifying Special Assessments for Administrative citations to the Hennepin County Property Tax Rolls*

*- Motion to Adopt Resolution Certifying Special Assessments for Diseased Tree Removal Costs to the Hennepin County Property Tax Rolls*

*- Motion to Adopt Resolution Certifying Special Assessments for Weed Removal Costs to the Hennepin County Property Tax Rolls*

*- Motion to Adopt Resolution Certifying Special Assessments for Abatements Costs to the Hennepin County Property Tax Rolls*

**Background:**

Four (4) Public Hearings are scheduled for October 23, 2023 to consider certification of proposed special assessments. The Notice of Public Hearing was posted in the City's official newspaper, Sun Post, on September 28, 2023. All potentially affected property owners have been notified by mail of the date of the Public Hearing and the amount of the proposed special assessments. As of October 16, 2023, no formal appeals have been received by City staff.

The following is a brief summary of the minimum process involved in City-facilitated abatements.

- Once a violation is verified or correction is identified, a written compliance notice is provided to the owner of record. In addition to notifying the owner of record, in certain cases, properties may be posted or other responsible parties may be notified.
- A follow up inspection is conducted to verify that the property was brought into compliance with the code.

- If compliance has not been achieved, the city will send additional notices, or take corrective actions to remove the public nuisance or hazard, depending on the nature of the issue.
- In the case of an abatement, the city bills the owner of record for the portion of costs the city incurred directly related to the abatement action. A service charge is applied to help recover administrative costs associated with the abatement process such as time spent on inspections, notifications, invoicing, overhead, etc.
- The costs of the abatements are recorded as pending special assessments and this information is available to the public.
- When a property is sold, title companies, real estate agents, or other parties are obligated to conduct property searches to determine the pending and levied special assessment amounts. Payments of any pending or levied special assessment should be negotiated by the sellers and buyers as part of the sales transactions.

For administrative citations/fines, an appeal process is prescribed by City Ordinance Chapter 18. Information about the appeal process and timeframes is provided with the citation.

**Public Hearing Process**
Staff recommends that the City Council conduct the hearings concurrently. The attached resolutions certifying the assessments to the Hennepin County tax rolls are provided for Council consideration upon closing of the Public Hearings.

If any additional property owner files an appeal with the City Clerk prior to the Public Hearing, or should any person appear at the hearing and object to an assessment, staff recommends that the Council refer any substantive objections to staff for a report back to the Council. This would provide staff time to research the details of the items and assemble documentation for Council's consideration.

If an appeal for a specific property is filed within district court, the City Attorney will advise the Council of options for handling the dispute and potential litigation issues.

**Payment Options available to Property Owners**
Once an assessment roll is adopted by the Council, the owner of each property has the following options:

1. Pay the entire amount of the special assessment, without interest, between October 24, 2023 and November 27, 2023.

2. If payments are made with property taxes, the first payment will be due with taxes in 2024. The total principal will be payable in annual installments for the period stated on the levy roll and as indicated below. Interest of 3.5 percent is accrued on the unpaid balance.

| | |
|---|---|
| Nuisance Abatement Costs | One Year |
| Administrative Fines/Citations | One Year |
| Tall Grass and Weed Abatements | One Year |
| Dead and Diseased Tree Abatements | Five Years |

**Partial prepayments:**
Based on feedback from the City Council, staff had a discussion with Hennepin County Staff regarding partial payments. The County has stated that after an assessment is certified partial payments can't be accepted. However, they have granted Brooklyn Center permission to accept partial payments prior to the

assessments being certified to Hennepin County.

The Certification occurs on December 1 annually. Therefore, any current assessment could allow for the assessment amount to be reduced with a partial payment prior to November 27, 2023.

**Budget Issues:**

These fees help recover some costs the City incurs related to services provided to specific properties. For accounting purposes, special assessments fees are included in the general fund as revenue. It is anticipated that these costs recovered through special assessments will be received in 2024, and are therefore included in the 2023 budget.

The levy roll for administrative fines/citation totals $183,050 ($119,140 - 2022 total).
The levy roll for weed destruction totals $15,410 ($10,223.75 - 2022 total)
The levy roll for dead/diseased tree removal totals $27,157 ($20,745 - 2022 total)
The levy roll for abatements totals $47,982.36 ($2,742 - 2022 total)

An updated list will be provided at the Council Meeting reflecting payments made by October 20, 2023.

**Inclusive Community Engagement:**

**Antiracist/Equity Policy Effect:**

**Strategic Priorities and Values:**

Safe, Secure, Stable Community

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Hearing Notice | 10/13/2023 | Backup Material |
| Admin Citation Resolulution | 10/16/2023 | Resolution Letter |
| Admin Citation List | 10/16/2023 | Backup Material |
| Diseased Tree Resolution | 10/16/2023 | Resolution Letter |
| Diseased Tree List | 10/16/2023 | Backup Material |
| Nuisance Abatement Resolution | 10/16/2023 | Resolution Letter |
| Nuisance Abatement List | 10/16/2023 | Backup Material |
| Weed Removal Resolution | 10/16/2023 | Resolution Letter |
| Weed Removal List | 10/16/2023 | Backup Material |

CITY OF BROOKLYN CENTER
NOTICE OF PUBLIC HEARING ON PROPOSED SPECIAL ASSESSMENTS

Notice is hereby given that the City Council of the City of Brooklyn Center, Minnesota, will meet in the Council Chambers of Brooklyn Center City Hall at 6301 Shingle Creek Parkway, on Monday, October 23, 2023 at 7 p.m. or as soon thereafter as the matter may be heard, to hear and pass upon any objections to the proposed assessments for the following:

## DELINQUENT PUBLIC UTILITY ACCOUNTS

Special Assessments are proposed for public utility charges to those tracts or parcels where such charges were delinquent as of July 12, 2023, and, after due notice to the property owner, remain unpaid, pursuant to City Ordinances, Section 4-105 and Section 4-201.

## DELINQUENT NUISANCE ABATEMENT ACCOUNTS

It is proposed to assess the costs of delinquent abatement costs to those tracts or parcels where, pursuant to City Ordinance Section 12-1101, 12-1206, 12-1504 and in accordance with MS 429 and 463.251, abatement procedures were performed by order of City Inspectors and the cost for such abatement remains unpaid.

## DELINQUENT ADMINISTRATIVE FINES/CITATIONS

It is proposed to assess the costs of delinquent administrative fines/citations to those tracts or parcels where, pursuant to City Ordinance Section 18-204, 18-210 and in accordance with MS 429, delinquent administrative fines/citations were issued and the cost for such fines remains unpaid.

## DISEASED TREE REMOVAL COSTS

It is proposed to assess the cost of diseased tree removal to those tracts or parcels where trees were removed by written agreement with the property owner or by order of the City Council pursuant to City Ordinances, Section 20-301 through 20-305 and in accordance with MS 429.

## DELINQUENT WEED REMOVAL ACCOUNTS

It is proposed to assess the cost of noxious weed destruction to those tracts or parcels where, pursuant to City Ordinance Section 19-1601 through 19-1604 and in accordance with MS 429, noxious weeds were destroyed by order of the City Weed Inspector and the cost for such destruction remains unpaid.

## UTILITY REPAIR COSTS

It is proposed to assess the cost of utility repairs to those tracts or parcels where, pursuant to City Ordinances, Section 04-201 through 04-305 service lines were repaired and the cost for such repairs remain unpaid.

## PROCEDURAL INFORMATION FOR OBJECTIONS TO SPECIAL ASSESSMENTS

An owner may appeal an assessment to district court pursuant to Minnesota Statutes, Section 429.081 by serving notice of the appeal upon the Mayor or City Clerk within 30 days after the adoption of the assessment and filing such notice with the district court within ten days after

service upon the Mayor or City Clerk. No such appeal as to the amount of an assessment for a specific parcel of land may be made unless the owner has filed a written objection to that objection to that assessment, signed by the affected property owner, with the City Clerk prior to the hearing or has presented such a written objection to the presiding officer at the hearing.

These assessments are now on file at City Hall and open to public inspection. Written or oral objections to the proposed assessments will be considered at this meeting, but the City Council may consider any objection to the amount of a proposed individual assessment at an adjourned meeting upon such further notice to the affected property owners as it deems advisable.

AUXILIARY AIDS AVAILABLE UPON REQUEST

Auxiliary aids for persons with disabilities are available upon request at least 96 hours (4 days) in advance of the hearing. Please contact the City Clerk at 763-569-3300 to make arrangements.

_____

Barbara Suciu, City Clerk
By order of the City Council

Member introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

RESOLUTION CERTIFYING SPECIAL ASSESSMENTS FOR ADMINISTRATIVE FINES/CITATION COSTS TO THE HENNEPIN COUNTY TAX ROLLS

WHEREAS, the City of Brooklyn Center has caused Administrative Fines/Citation costs for certain properties within the City from September 16, 2022 thru September 16, 2023 under the authority of City Ordinance Section 18-204 and Minnesota Statutes, Section 429; and

WHEREAS, on October 23, 2023, certain Administrative Fines/Citation costs remained unpaid; and

WHEREAS, an assessment roll for unpaid accounts September 16, 2022 thru September 16, 2023, a copy of which is attached hereto and made part hereof by reference, has been prepared by the City Clerk, tabulating those properties where Administrative Fines/Citation costs are to be assessed to each property; and

WHEREAS, City Ordinance Section 18-210 and Minnesota State Statute authorizes the certification of certain delinquent Administrative Fines/Citation accounts to the County tax rolls for collection; and

WHEREAS, pursuant to proper notice duly given as required by law, the Council has met and heard and passed upon all objections to the proposed assessment for Administrative Fines/Citation costs.

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

1. The special assessment roll of Administrative Fines/Citation costs incurred from September 16, 2022 thru September 16, 2023 is hereby adopted and certified as Levy No. 24002.

2. The special assessments as adopted and confirmed shall be payable with ad valorem taxes in 2024, in one annual installment with interest thereon at 3.5 percent per annum and shall bear interest on the entire assessment from December 1, 2023 through December 31, 2024.

3. The owner of any property so assessed may at any time prior to the certification of the assessment to the County Auditor make a whole or partial payment to the City Treasurer. After November 27, 2023, he or she may pay the total special assessment, plus interest. Interest will accumulate from December 1, 2023 through the date of payment. Such payment must be made by the close of business November 27, 2023 or interest will be charged through December 31 of the succeeding year.

RESOLUTION NO. _____

4. The City Clerk shall forthwith transmit a certified duplication of this assessment to the County Auditor to be extended on the proper tax lists of the county and such assessments shall be collected and paid over in the same manner as other municipal taxes.

October 23, 2023 _____
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:
whereon said resolution was declared duly passed and adopted.

Amended Special Assessment Certified Roll (Admin Fines/Citations)
September 16, 2022 thru September 16, 2023 Administrative Penalty/Citation
Printed October 16, 2023

Municipal Code No. 22 Levy Runs One Year

| Levy No. | Property Address | Property ID | Pending Amount | Capital Interest Charge | Special Assessment Charge | Total Amount Certified |
|---|---|---|---|---|---|---|
| 24002 | 5919 Colfax Ave N | 01-118-21-21-0022 | 375.00 | 10.00 | 30.00 | 415.00 |
| 24002 | 6018 Aldrich Ave N | 01-118-21-21-0074 | 1,125.00 | 10.00 | 30.00 | 1,165.00 |
| 24002 | 6009 Aldrich Ave N | 01-118-21-21-0083 | 4,100.00 | 10.00 | 30.00 | 4,140.00 |
| 24002 | 5951 Emerson Ave N | 01-118-21-22-0017 | 3,875.00 | 10.00 | 30.00 | 3,915.00 |
| 24002 | 5936 Fremont Ave N | 01-118-21-22-0026 | 6,100.00 | 10.00 | 30.00 | 6,140.00 |
| 24002 | 6032 Girard Ave N | 01-118-21-22-0074 | 125.00 | 10.00 | 30.00 | 165.00 |
| 24002 | 6007 Girard Ave N | 01-118-21-22-0083 | 4,800.00 | 10.00 | 30.00 | 4,840.00 |
| 24002 | 5700 Humboldt Ave N | 01-118-21-23-0009 | 180.00 | 10.00 | 30.00 | 220.00 |
| 24002 | 1108 57th Ave N | 01-118-21-23-0026 | 375.00 | 10.00 | 30.00 | 415.00 |
| 24002 | 5818 Emerson Ave N | 01-118-21-23-0100 | 6,080.00 | 10.00 | 30.00 | 6,120.00 |
| 24002 | 5849 Colfax Ave N | 01-118-21-24-0018 | 500.00 | 10.00 | 30.00 | 540.00 |
| 24002 | 5744 Bryant Ave N | 01-118-21-24-0044 | 85.00 | 10.00 | 30.00 | 125.00 |
| 24002 | 5835 Bryant Ave N | 01-118-21-24-0097 | 625.00 | 10.00 | 30.00 | 665.00 |
| 24002 | 5705 Camden Ave N | 01-118-21-24-0106 | 5,710.00 | 10.00 | 30.00 | 5,750.00 |
| 24002 | 5513 Bryant Ave N | 01-118-21-31-0053 | 3,500.00 | 10.00 | 30.00 | 3,540.00 |
| 24002 | 5544 Dupont Ave N | 01-118-21-31-0082 | 7,975.00 | 10.00 | 30.00 | 8,015.00 |
| 24002 | 5606 Bryant Ave N | 01-118-21-31-0093 | 250.00 | 10.00 | 30.00 | 290.00 |
| 24002 | 5556 Emerson Ave N | 01-118-21-32-0010 | 125.00 | 10.00 | 30.00 | 165.00 |
| 24002 | 1424 55th Ave N | 01-118-21-32-0059 | 1,200.00 | 10.00 | 30.00 | 1,240.00 |
| 24002 | 5637 Girard Ave N | 01-118-21-32-0078 | 360.00 | 10.00 | 30.00 | 400.00 |
| 24002 | 5336 Girard Ave N | 01-118-21-33-0011 | 125.00 | 10.00 | 30.00 | 165.00 |
| 24002 | 5301 Girard Ave N | 01-118-21-33-0017 | 60.00 | 10.00 | 30.00 | 100.00 |
| 24002 | 5444 Humboldt Ave N | 01-118-21-33-0069 | 375.00 | 10.00 | 30.00 | 415.00 |
| 24002 | 5447 Emerson Ave N | 01-118-21-33-0093 | 875.00 | 10.00 | 30.00 | 915.00 |
| 24002 | 5309 Emerson Ave N | 01-118-21-33-0120 | 425.00 | 10.00 | 30.00 | 465.00 |
| 24002 | 5357 Colfax Ave N | 01-118-21-34-0104 | 125.00 | 10.00 | 30.00 | 165.00 |
| 24002 | 5316 Colfax Ave N | 01-118-21-34-0125 | 1,125.00 | 10.00 | 30.00 | 1,165.00 |
| 24002 | 5403 Bryant Ave N | 01-118-21-34-0131 | 1,500.00 | 10.00 | 30.00 | 1,540.00 |
| 24002 | 520 56th Ave N | 01-118-21-42-0034 | 375.00 | 10.00 | 30.00 | 415.00 |
| 24002 | 5951 Earle Brown Dr | 02-118-21-12-0013 | 3,875.00 | 10.00 | 30.00 | 3,915.00 |
| 24002 | 5712 Logan Ave N | 02-118-21-14-0006 | 7,800.00 | 10.00 | 30.00 | 7,840.00 |
| 24002 | 5931 Vincent Ave N | 02-118-21-22-0038 | 500.00 | 10.00 | 30.00 | 540.00 |
| 24002 | 5301 Russell Ave N | 02-118-21-34-0002 | 300.00 | 10.00 | 30.00 | 340.00 |
| 24002 | 2307 54th Ave N | 02-118-21-34-0041 | 180.00 | 10.00 | 30.00 | 220.00 |
| 24002 | 5307 Penn Ave N | 02-118-21-34-0043 | 2,100.00 | 10.00 | 30.00 | 2,140.00 |
| 24002 | 5603 James Ave N | 02-118-21-41-0059 | 60.00 | 10.00 | 30.00 | 100.00 |
| 24002 | 5509 James Ave N | 02-118-21-41-0106 | 375.00 | 10.00 | 30.00 | 415.00 |
| 24002 | 5520 James Ave N | 02-118-21-41-0119 | 9,000.00 | 10.00 | 30.00 | 9,040.00 |
| 24002 | 5601 Logan Ave N | 02-118-21-42-0120 | 4,250.00 | 10.00 | 30.00 | 4,290.00 |
| 24002 | 5307 Newton Ave N | 02-118-21-43-0021 | 3,875.00 | 10.00 | 30.00 | 3,915.00 |
| 24002 | 5430 Oliver Ave N | 02-118-21-43-0133 | 550.00 | 10.00 | 30.00 | 590.00 |
| 24002 | 5350 Logan Ave N | 02-118-21-44-0009 | 600.00 | 10.00 | 30.00 | 640.00 |
| 24002 | 6012 York Ave N | 03-118-21-11-0039 | 8,400.00 | 10.00 | 30.00 | 8,440.00 |
| 24002 | 6019 Brooklyn Blvd | 03-118-21-12-0017 | 60.00 | 10.00 | 30.00 | 100.00 |

Amended Special Assessment Certified Roll (Admin Fines/Citations)
September 16, 2022 thru September 16, 2023 Administrative Penalty/Citation
Printed October 16, 2023

Municipal Code No. 22 Levy Runs One Year

| Levy No. | Property Address | Property ID | Pending Amount | Capital Interest Charge | Special Assessment Charge | Total Amount Certified |
|---|---|---|---|---|---|---|
| 24002 | 6048 Ewing Ave N | 03-118-21-12-0084 | 375.00 | 10.00 | 30.00 | 415.00 |
| 24002 | 5826 Ewing Ave N | 03-118-21-13-0034 | 185.00 | 10.00 | 30.00 | 225.00 |
| 24002 | 5661 Northport Dr | 03-118-21-13-0055 | 300.00 | 10.00 | 30.00 | 340.00 |
| 24002 | 5805 Shores Dr | 03-118-21-23-0027 | 750.00 | 10.00 | 30.00 | 790.00 |
| 24002 | 5811 Shores Dr | 03-118-21-23-0030 | 125.00 | 10.00 | 30.00 | 165.00 |
| 24002 | 3912 Burquest La | 03-118-21-31-0028 | 125.00 | 10.00 | 30.00 | 165.00 |
| 24002 | 3000 53rd Ave N | 03-118-21-44-0025 | 125.00 | 10.00 | 30.00 | 165.00 |
| 24002 | 5223 Xerxes Ave N | 10-118-21-11-0014 | 185.00 | 10.00 | 30.00 | 225.00 |
| 24002 | 5201 Xerxes Ave N | 10-118-21-11-0023 | 125.00 | 10.00 | 30.00 | 165.00 |
| 24002 | 5207 Ewing Ave N | 10-118-21-12-0062 | 555.00 | 10.00 | 30.00 | 595.00 |
| 24002 | 3321 50th Ave N | 10-118-21-13-0013 | 3,500.00 | 10.00 | 30.00 | 3,540.00 |
| 24002 | 3416 50th Ave N | 10-118-21-13-0032 | 925.00 | 10.00 | 30.00 | 965.00 |
| 24002 | 3607 50th Ave N | 10-118-21-13-0059 | 250.00 | 10.00 | 30.00 | 290.00 |
| 24002 | 4912 Abbott Ave N | 10-118-21-14-0040 | 130.00 | 10.00 | 30.00 | 170.00 |
| 24002 | 3847 Oak St | 10-118-21-21-0077 | 125.00 | 10.00 | 30.00 | 165.00 |
| 24002 | 4811 Lakeview Ave | 10-118-21-32-0054 | 185.00 | 10.00 | 30.00 | 225.00 |
| 24002 | 4207 Lakeside Ave 00131 | 10-118-21-32-0102 | 300.00 | 10.00 | 30.00 | 340.00 |
| 24002 | 4207 Lakeside Ave 00220 | 10-118-21-32-0132 | 600.00 | 10.00 | 30.00 | 640.00 |
| 24002 | 4207 Lakeside Ave 00235 | 10-118-21-32-0147 | 4,080.00 | 10.00 | 30.00 | 4,120.00 |
| 24002 | 7200 Dupont Ave N | 25-119-21-31-0055 | 60.00 | 10.00 | 30.00 | 100.00 |
| 24002 | 6910 Humboldt Ave N | 25-119-21-33-0047 | 375.00 | 10.00 | 30.00 | 415.00 |
| 24002 | 7042 Humboldt Ave N | 25-119-21-33-0074 | 3,875.00 | 10.00 | 30.00 | 3,915.00 |
| 24002 | 6924 Morgan Ave N | 26-119-21-43-0011 | 125.00 | 10.00 | 30.00 | 165.00 |
| 24002 | 7025 Logan Ave N | 26-119-21-43-0042 | 300.00 | 10.00 | 30.00 | 340.00 |
| 24002 | 7008 Oliver Ave N | 26-119-21-43-0089 | 125.00 | 10.00 | 30.00 | 165.00 |
| 24002 | 7000 Knox Ave N | 26-119-21-44-0016 | 125.00 | 10.00 | 30.00 | 165.00 |
| 24002 | 7106 Halifax Ave N | 27-119-21-31-0042 | 300.00 | 10.00 | 30.00 | 340.00 |
| 24002 | 7100 Grimes Ave N | 27-119-21-31-0057 | 125.00 | 10.00 | 30.00 | 165.00 |
| 24002 | 4213 71st Ave N | 27-119-21-31-0125 | 375.00 | 10.00 | 30.00 | 415.00 |
| 24002 | 7200 Lee Ave N | 27-119-21-32-0010 | 5,500.00 | 10.00 | 30.00 | 5,540.00 |
| 24002 | 7201 Kyle Ave N | 27-119-21-32-0082 | 2,185.00 | 10.00 | 30.00 | 2,225.00 |
| 24002 | 7025 Grimes Ave N | 27-119-21-34-0026 | 125.00 | 10.00 | 30.00 | 165.00 |
| 24002 | 4702 69th Ave N | 28-119-21-44-0002 | 1,875.00 | 10.00 | 30.00 | 1,915.00 |
| 24002 | 6824 Perry Ave N | 33-119-21-11-0032 | 125.00 | 10.00 | 30.00 | 165.00 |
| 24002 | 6718 Quail Ave N | 33-119-21-11-0084 | 4,100.00 | 10.00 | 30.00 | 4,140.00 |
| 24002 | 6706 Quail Ave N | 33-119-21-11-0086 | 3,000.00 | 10.00 | 30.00 | 3,040.00 |
| 24002 | 6700 Regent Ave N | 33-119-21-11-0103 | 60.00 | 10.00 | 30.00 | 100.00 |
| 24002 | 6807 Scott Ave N | 33-119-21-12-0071 | 4,900.00 | 10.00 | 30.00 | 4,940.00 |
| 24002 | 6801 Scott Ave N | 33-119-21-12-0072 | 125.00 | 10.00 | 30.00 | 165.00 |
| 24002 | 6724 Scott Ave N | 33-119-21-12-0076 | 875.00 | 10.00 | 30.00 | 915.00 |
| 24002 | 5113 Winchester La | 33-119-21-13-0030 | 375.00 | 10.00 | 30.00 | 415.00 |
| 24002 | 5318 Howe La | 33-119-21-13-0071 | 1,875.00 | 10.00 | 30.00 | 1,915.00 |
| 24002 | 6324 Scott Ave N | 33-119-21-42-0024 | 8,100.00 | 10.00 | 30.00 | 8,140.00 |
| 24002 | 6431 Unity Ave N | 33-119-21-42-0092 | 125.00 | 10.00 | 30.00 | 165.00 |

Amended Special Assessment Certified Roll (Admin Fines/Citations)
September 16, 2022 thru September 16, 2023 Administrative Penalty/Citation
Printed October 16, 2023

Municipal Code No. 22 — Levy Runs One Year

| Levy No. | Property Address | Property ID | Pending Amount | Capital Interest Charge | Special Assessment Charge | Total Amount Certified |
|---|---|---|---|---|---|---|
| 24002 | 6113 Scott Ave N | 33-119-21-43-0041 | 4,625.00 | 10.00 | 30.00 | 4,665.00 |
| 24002 | 6106 Quail Ave N | 33-119-21-44-0021 | 675.00 | 10.00 | 30.00 | 715.00 |
| 24002 | 3100 Thurber Rd | 34-119-21-11-0087 | 6,100.00 | 10.00 | 30.00 | 6,140.00 |
| 24002 | 3112 Thurber Rd | 34-119-21-11-0089 | 5,075.00 | 10.00 | 30.00 | 5,115.00 |
| 24002 | 6801 Ewing Ave N | 34-119-21-12-0067 | 2,100.00 | 10.00 | 30.00 | 2,140.00 |
| 24002 | 6501 Beard Ave N | 34-119-21-13-0067 | 125.00 | 10.00 | 30.00 | 165.00 |
| 24002 | 3025 Quarles Rd | 34-119-21-14-0084 | 375.00 | 10.00 | 30.00 | 415.00 |
| 24002 | 4206 Winchester La | 34-119-21-24-0040 | 500.00 | 10.00 | 30.00 | 540.00 |
| 24002 | 6425 Indiana Ave N | 34-119-21-31-0035 | 125.00 | 10.00 | 30.00 | 165.00 |
| 24002 | 4521 Kathrene Dr | 34-119-21-32-0055 | 375.00 | 10.00 | 30.00 | 415.00 |
| 24002 | 4401 65th Ave N | 34-119-21-32-0108 | 125.00 | 10.00 | 30.00 | 165.00 |
| 24002 | 6213 Lee Ave N | 34-119-21-33-0050 | 300.00 | 10.00 | 30.00 | 340.00 |
| 24002 | 4213 63rd Ave N | 34-119-21-34-0113 | 375.00 | 10.00 | 30.00 | 415.00 |
| 24002 | 3206 63rd Ave N | 34-119-21-41-0010 | 60.00 | 10.00 | 30.00 | 100.00 |
| 24002 | 3212 63rd Ave N | 34-119-21-41-0011 | 60.00 | 10.00 | 30.00 | 100.00 |
| 24002 | 3218 63rd Ave N | 34-119-21-41-0012 | 180.00 | 10.00 | 30.00 | 220.00 |
| 24002 | 6300 France Ave N | 34-119-21-42-0008 | 910.00 | 10.00 | 30.00 | 950.00 |
| 24002 | 3301 63rd Ave N | 34-119-21-44-0013 | 125.00 | 10.00 | 30.00 | 165.00 |
| 24002 | 3224 62nd Ave N | 34-119-21-44-0062 | 300.00 | 10.00 | 30.00 | 340.00 |
| 24002 | 6749 Humboldt Ave N | 35-119-21-11-0018 | 300.00 | 10.00 | 30.00 | 340.00 |
| 24002 | 2613 65th Ave N | 35-119-21-32-0021 | 300.00 | 10.00 | 30.00 | 340.00 |
| 24002 | 6400 Xerxes Ave N | 35-119-21-32-0036 | 420.00 | 10.00 | 30.00 | 460.00 |
| 24002 | 6440 James Cir N | 35-119-21-41-0008 | 3,875.00 | 10.00 | 30.00 | 3,915.00 |
| 24002 | 6600 Camden Dr | 36-119-21-13-0106 | 600.00 | 10.00 | 30.00 | 640.00 |
| 24002 | 6816 Bryant Ave N | 36-119-21-21-0010 | 375.00 | 10.00 | 30.00 | 415.00 |
| 24002 | 707 69th Ave N | 36-119-21-21-0117 | 125.00 | 10.00 | 30.00 | 165.00 |
| 24002 | 6712 Emerson Ave N | 36-119-21-22-0050 | 500.00 | 10.00 | 30.00 | 540.00 |
| 24002 | 1312 68th Ln N | 36-119-21-22-0058 | 300.00 | 10.00 | 30.00 | 340.00 |
| 24002 | 1007 65th Ave N | 36-119-21-31-0041 | 435.00 | 10.00 | 30.00 | 475.00 |
| 24002 | 6123 Bryant Ave N | 36-119-21-34-0018 | 1,000.00 | 10.00 | 30.00 | 1,040.00 |
| 24002 | 6116 Aldrich Ave N | 36-119-21-34-0092 | 875.00 | 10.00 | 30.00 | 915.00 |
| 24002 | 6100 Camden Ave N | 36-119-21-43-0027 | 185.00 | 10.00 | 30.00 | 225.00 |
| | | | | | **Total:** | **183,050.00** |

Member introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

RESOLUTION CERTIFYING SPECIAL ASSESSMENTS FOR DISEASED TREE REMOVAL COSTS TO THE HENNEPIN COUNTY TAX ROLLS

WHEREAS, the City of Brooklyn Center has caused the removal of trees on certain properties within the City during 2022 under the authority of Minnesota Statutes, Section 18G.13, City Ordinance Section 20-301 through 20-306 and/or by written agreement with the owners of such property; and

WHEREAS, on October 23, 2023, certain tree removal costs remained unpaid; and

WHEREAS, an assessment roll for unpaid accounts September 16, 2022 thru September 16, 2023, a copy of which is attached hereto and made part hereof by reference, has been prepared by the City Clerk, tabulating those properties where Diseased Tree removal costs are to be assessed to each property; and

WHEREAS, Minnesota State Statute authorizes the certification of delinquent tree removal costs to the County tax rolls for collection; and

WHEREAS, pursuant to proper notice duly given as required by law, the Council has met and heard and passed upon all objections to the proposed assessment for tree removal costs.

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

1. The special assessment roll of tree removal costs incurred from September 16, 2022 thru September 16, 2023 is hereby adopted and certified as Levy No. 24005.

2. The special assessments as adopted and confirmed shall be payable in equal annual installments with interest thereon at 3.5 percent per annum, extending over a period of five years. The first of the installments shall be payable with ad valorem taxes in 2024, and shall bear interest on the entire assessment from December 1, 2023 through December 31, 2024. To each subsequent installment when due shall be added interest for one year on all unpaid installments.

3. The owner of any property so assessed may at any time prior to the certification of the assessment to the County Auditor make a whole or partial payment to the City Treasurer. After November 27, 2023, he or she may pay the total special assessment, plus interest. Interest will accumulate from December 1, 2023 through the date of payment. Such payment must be made by the close of business November 27, 2023 or interest will be charged through December 31 of the succeeding year.

RESOLUTION NO. _____

4. The City Clerk shall forthwith transmit a certified duplication of this assessment to the County Auditor to be extended on the proper tax lists of the county and such assessments shall be collected and paid over in the same manner as other municipal taxes.

October 23, 2023 _____
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:
whereon said resolution was declared duly passed and adopted.

Amended Special Assessment Certified Roll (Trees)
September 16, 2022 through September 16, 2023 Tree Removal
Printed October 16, 2023

Municipal Code No. 22 Levy Runs Five Years

| Levy No. | Property Address | Property ID | Pending Amount | Capital Interest Charge | Special Assessment Charge | Total Amount Certified |
|---|---|---|---|---|---|---|
| 24005 | 5420 Fremont Ave N | 01-118-21-33-0168 | 6,300.00 | 30.00 | 30.00 | 6,360.00 |
| 24005 | 5808 Knox Ave N | 02-118-21-14-0027 | 3,650.00 | 30.00 | 30.00 | 3,710.00 |
| 24005 | 5436 Logan Ave N | 02-118-21-44-0030 | 1,750.00 | 30.00 | 30.00 | 1,810.00 |
| 24005 | 5421 Twin Lake Blvd E | 03-118-21-34-0004 | 5,450.00 | 30.00 | 30.00 | 5,510.00 |
| 24005 | 5341 Brooklyn Blvd | 03-118-21-44-0007 | 800.00 | 30.00 | 30.00 | 860.00 |
| 24005 | 7201 Dallas Rd | 25-119-21-42-0014 | 3,067.00 | 30.00 | 30.00 | 3,127.00 |
| 24005 | 7142 France Ave N | 27-119-21-42-0095 | 1,400.00 | 30.00 | 30.00 | 1,460.00 |
| 24005 | 7037 Perry Ave N | 28-119-21-44-0018 | 2,250.00 | 30.00 | 30.00 | 2,310.00 |
| 24005 | 6100 Lee Ave N | 34-119-21-33-0095 | 1,950.00 | 30.00 | 30.00 | 2,010.00 |
| | | | | | **Total:** | **27,157.00** |

Member introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

RESOLUTION CERTIFYING SPECIAL ASSESSMENTS FOR NUISANCE ABATEMENT COSTS TO THE HENNEPIN COUNTY TAX ROLLS

WHEREAS, the City of Brooklyn Center has caused Nuisance abatement removal costs for certain properties within the City from September 16, 2022 thru September 16, 2023 under the authority of City Ordinance Section 18-204 and Minnesota Statutes, Section 429; and

WHEREAS, on October 23, 2023, certain Nuisance abatement removal costs remained unpaid; and

WHEREAS, an assessment roll for unpaid accounts September 16, 2022 thru September 16, 2023, a copy of which is attached hereto and made part hereof by reference, has been prepared by the City Clerk, tabulating those properties where nuisance abatement costs are to be assessed to each property; and

WHEREAS, City Ordinance Section 18-210 and Minnesota State Statute authorizes the certification of certain delinquent Nuisance abatement removal accounts to the County tax rolls for collection; and

WHEREAS, pursuant to proper notice duly given as required by law, the Council has met and heard and passed upon all objections to the proposed assessment for Nuisance Abatement costs.

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

1. The special assessment roll of Nuisance Abatement costs incurred from September 16, 2022 thru September 16, 2023 is hereby adopted and certified as Levy No. 24004.

2. The special assessments as adopted and confirmed shall be payable with ad valorem taxes in 2024, in one annual installment with interest thereon at 3.5 percent per annum and shall bear interest on the entire assessment from December 1, 2023 through December 31, 2024.

3. The owner of any property so assessed may at any time prior to the certification of the assessment to the County Auditor make a whole or partial payment to the City Treasurer. After November 27, 2023, he or she may pay the total special assessment, plus interest. Interest will accumulate from December 1, 2023 through the date of payment. Such payment must be made by the close of business November 27, 2023 or interest will be charged through December 31 of the succeeding year.

RESOLUTION NO. _____

4. The City Clerk shall forthwith transmit a certified duplication of this assessment to the County Auditor to be extended on the proper tax lists of the county and such assessments shall be collected and paid over in the same manner as other municipal taxes.

October 23, 2023 _____
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:
whereon said resolution was declared duly passed and adopted.

Amended Special Assessment Certified Roll (Abatement)
September 16, 2022 through September 16, 2023 Abatement
Printed October 16, 2023

Municipal Code No. 22 Levy Runs One Year

| Levy No. | Property Address | Property ID | Pending Amount | Capital Interest Charge | Special Assessment Charge | Total Amount Certified |
|---|---|---|---|---|---|---|
| 24004 | 1208 57th Ave N | 01-118-21-23-0020 | 2,657.50 | 10.00 | 30.00 | 2,697.50 |
| 24004 | 5513 Bryant Ave N | 01-118-21-31-0053 | 1,368.31 | 10.00 | 30.00 | 1,408.31 |
| 24004 | 5447 Emerson Ave N | 01-118-21-33-0093 | 2,009.50 | 10.00 | 30.00 | 2,049.50 |
| 24004 | 5951 Earle Brown Dr | 02-118-21-12-0013 | 27,485.27 | 10.00 | 30.00 | 27,525.27 |
| 24004 | 5430 Oliver Ave N | 02-118-21-43-0133 | 7,319.50 | 10.00 | 30.00 | 7,359.50 |
| 24004 | 6037 Brooklyn Blvd | 03-118-21-12-0098 | 5,900.00 | 10.00 | 30.00 | 5,940.00 |
| 24004 | 6440 James Cir N | 35-119-21-41-0008 | 962.28 | 10.00 | 30.00 | 1,002.28 |
| | | | | | **Total:** | **47,982.36** |

Member introduced the following resolution and moves its adoption:

RESOLUTION NO. _____

RESOLUTION CERTIFYING SPECIAL ASSESSMENTS FOR NOXIOUS WEED AND TALL GRASS REMOVAL COSTS TO THE HENNEPIN COUNTY TAX ROLLS

WHEREAS, the City of Brooklyn Center has caused Noxious weeds and tall grass abatement costs for certain properties within the City from September 16, 2022 thru September 16, 2023 under the authority of City Ordinance Section 18-204 and Minnesota Statutes, Section 429; and

WHEREAS, on October 23, 2023, certain Noxious weeds and tall grass abatement costs remained unpaid; and

WHEREAS, an assessment roll for unpaid accounts September 16, 2022 thru September 16, 2023, a copy of which is attached hereto and made part hereof by reference, has been prepared by the City Clerk, tabulating those properties where Noxious weeds and tall grass abatement costs are to be assessed to each property; and

WHEREAS, City Ordinance Section 18-210 and Minnesota State Statute authorizes the certification of certain delinquent Noxious weeds and tall grass abatement costs accounts to the County tax rolls for collection; and

WHEREAS, pursuant to proper notice duly given as required by law, the Council has met and heard and passed upon all objections to the proposed assessment for Noxious weeds and tall grass abatement costs.

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

1. The special assessment roll of Noxious weeds and tall grass abatement costs incurred from September 16, 2022 thru September 16, 2023 is hereby adopted and certified as Levy No. 24003.

2. The special assessments as adopted and confirmed shall be payable with ad valorem taxes in 2024, in one annual installment with interest thereon at 3.5 percent per annum and shall bear interest on the entire assessment from December 1, 2023 through December 31, 2024.

3. The owner of any property so assessed may at any time prior to the certification of the assessment to the County Auditor make a whole or partial payment to the City Treasurer. After November 27, 2023, he or she may pay the total special assessment, plus interest. Interest will accumulate from December 1, 2023 through the date of payment. Such payment must be made by the close of business November 27, 2023 or interest will be charged through December 31 of the succeeding year.

RESOLUTION NO. _____

4. The City Clerk shall forthwith transmit a certified duplication of this assessment to the County Auditor to be extended on the proper tax lists of the county and such assessments shall be collected and paid over in the same manner as other municipal taxes.

October 23, 2023 _____
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:
whereon said resolution was declared duly passed and adopted.

Amended Special Assessment Certified Roll (Grass/Weeds)
September 16, 2022 thru September 16, 2023 Weed Destruction
Printed October 16, 2023

Municipal Code No. 22 Levy Runs One Year

| Levy No. | Property Address | Property ID | Pending Amount | Capital Interest Charge | Special Assessment Charge | Total Amount Certified |
|---|---|---|---|---|---|---|
| 24003 | 5807 Emerson Ave N | 01-118-21-23-0075 | 225.00 | 10.00 | 30.00 | 265.00 |
| 24003 | 5705 Camden Ave N | 01-118-21-24-0106 | 690.00 | 10.00 | 30.00 | 730.00 |
| 24003 | 5447 Emerson Ave N | 01-118-21-33-0093 | 465.00 | 10.00 | 30.00 | 505.00 |
| 24003 | 5418 Girard Ave N | 01-118-21-33-0166 | 285.00 | 10.00 | 30.00 | 325.00 |
| 24003 | 5403 Bryant Ave N | 01-118-21-34-0131 | 630.00 | 10.00 | 30.00 | 670.00 |
| 24003 | 520 56th Ave N | 01-118-21-42-0034 | 225.00 | 10.00 | 30.00 | 265.00 |
| 24003 | 5951 Earle Brown Dr | 02-118-21-12-0013 | 2,467.50 | 10.00 | 30.00 | 2,507.50 |
| 24003 | 5601 Logan Ave N | 02-118-21-42-0120 | 735.00 | 10.00 | 30.00 | 775.00 |
| 24003 | 5430 Oliver Ave N | 02-118-21-43-0133 | 915.00 | 10.00 | 30.00 | 955.00 |
| 24003 | 6001 Xerxes Ave N | 03-118-21-11-0043 | 285.00 | 10.00 | 30.00 | 325.00 |
| 24003 | 6037 Brooklyn Blvd | 03-118-21-12-0098 | 1,075.00 | 10.00 | 30.00 | 1,115.00 |
| 24003 | 3913 Burquest La | 03-118-21-31-0043 | 315.00 | 10.00 | 30.00 | 355.00 |
| 24003 | 3600 53rd Ave N | 03-118-21-43-0057 | 270.00 | 10.00 | 30.00 | 310.00 |
| 24003 | 3000 53rd Ave N | 03-118-21-44-0025 | 345.00 | 10.00 | 30.00 | 385.00 |
| 24003 | 5201 Xerxes Ave N | 10-118-21-11-0023 | 375.00 | 10.00 | 30.00 | 415.00 |
| 24003 | 7112 Dallas Rd | 25-119-21-42-0060 | 1,080.00 | 10.00 | 30.00 | 1,120.00 |
| 24003 | 6906 Halifax Ave N | 27-119-21-34-0083 | 285.00 | 10.00 | 30.00 | 325.00 |
| 24003 | 5318 Howe La | 33-119-21-13-0071 | 237.50 | 10.00 | 30.00 | 277.50 |
| 24003 | 6340 Quail Ave N | 33-119-21-41-0095 | 315.00 | 10.00 | 30.00 | 355.00 |
| 24003 | 6106 Quail Ave N | 33-119-21-44-0021 | 255.00 | 10.00 | 30.00 | 295.00 |
| 24003 | 6513 Chowen Ave N | 34-119-21-13-0049 | 345.00 | 10.00 | 30.00 | 385.00 |
| 24003 | 6206 Chowen Ave N | 34-119-21-43-0027 | 315.00 | 10.00 | 30.00 | 355.00 |
| 24003 | 6440 James Cir N | 35-119-21-41-0008 | 1,095.00 | 10.00 | 30.00 | 1,135.00 |
| 24003 | 6106 Girard Ave N | 36-119-21-33-0012 | 895.00 | 10.00 | 30.00 | 935.00 |
| 24003 | 6100 Dupont Ave N | 36-119-21-34-0034 | 285.00 | 10.00 | 30.00 | 325.00 |
| | | | | | **Total:** | **15,410.00** |

# Council Regular Meeting

DATE: 10/23/2023

TO: City Council
FROM: Dr. Reggie Edwards, City Manager
THROUGH: N/A
BY: Angela Holm, Finance Director

SUBJECT: Resolution Certifying Special Assessments for Delinquent 2023 Public Utility Service Accounts to the Hennepin County Property Tax Rolls

**Requested Council Action:**

*- Motion to:*

- *Open the public hearing;*
- *Take public input; and*
- *Close the public hearing.*

*- Motion to approve a resolution certifying special assessments for delinquent public utility service accounts to the Hennepin County property tax rolls.*

**Background:**

The City of Brooklyn Center certifies delinquent utility bills to Hennepin County annually. The certified bills become assessments on the property owner's property tax bill for the following year.

This process starts with a letter to the customer notifying them that their account is past due and that the amount will be certified against their property taxes. This letter details the process and the legal authority for certification. Recipients of this letter are advised they may dispute the charges at a public hearing. The date, time and location for the public hearing was published in the official newspaper of the City. Customers that have not paid by the cut-off date in the letter (November 22, 2023) are included in the final assessment roll submitted to the County.

The City has approximately 8,900 public utility service accounts.

Comparative number of accounts and dollars certified are as follows:

| | | | |
|---|---|---|---|
| 2018 | | 677 | $496,644.11 |
| 2019 | | 661 | $487,227.89 |
| 2020 | | 489 | $377,574.76 |
| 2021 | | 663 | $513,875.17 |
| 2022 | 968 | $877,967.32 | |
| 2023 | 622 | $582,021.22 | |

**Budget Issues:**

These delinquent utility billings are recorded as receivables and recognized as revenues in the current budget year. However, the actual collections of these accounts will likely occur in future years.

**Inclusive Community Engagement:**

**Antiracist/Equity Policy Effect:**

**Strategic Priorities and Values:**

Safe, Secure, Stable Community

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Delinquent Utility Assessment Memo | 10/19/2023 | Cover Memo |
| Resolution 2023 Delinquent Utilities | 10/19/2023 | Resolution Letter |
| Delinquent Utility Listing | 10/19/2023 | Exhibit |
| Delinquent Utility Assessment Powerpoint | 10/19/2023 | Presentation |

# COUNCIL ITEM MEMORANDUM

DATE: October 19, 2023

TO: Reggie Edwards, City Manager

FROM: Angela Holm, Finance Director

SUBJECT: Resolution Certifying Special Assessments for Delinquent Public Utility Service Accounts to the Hennepin County Property Tax Rolls

**Recommendation:**

Motion to approve a resolution certifying special assessments for delinquent public utility service accounts to the Hennepin County property tax rolls.

**Background:**

The City of Brooklyn Center certifies delinquent utility bills to Hennepin County annually. The certified bills become assessments on the property owner's property tax bill for the following year.

This process starts with a letter to the customer notifying them that their account is past due and that the amount will be certified against their property taxes. This letter details the process and the legal authority for certification. Recipients of this letter are advised they may dispute the charges at a public hearing. The date, time and location for the public hearing was published in the official newspaper of the City. Customers that have not paid by the cut-off date in the letter (November 22, 2023) are included in the final assessment roll submitted to the County.

The City has approximately 8,900 public utility service accounts.

Comparative number of accounts and dollars certified are as follows:

| | | |
|---|---|---|
| 2018 | 677 | $496,644.11 |
| 2019 | 661 | $487,227.89 |
| 2020 | 489 | $377,574.76 |
| 2021 | 663 | $513,875.17 |
| 2022 | 968 | $877,967.32 |
| 2023 | 622 | $582,021.22 |

**Budget Issues:**

These delinquent utility billings are recorded as receivables and recognized as revenues in the current budget year. However, the actual collections of these accounts will likely occur in future years.

**Strategic Priorities:**

- Safe, Secure, and Stable Community

Member introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

RESOLUTION CERTIFYING SPECIAL ASSESSMENTS FOR DELINQUENT PUBLIC UTILITY SERVICE ACCOUNTS TO THE HENNEPIN COUNTY PROPERTY TAX ROLLS

WHEREAS, the records of the Utility Billing Division list certain accounts as delinquent as of July 12, 2023; and

WHEREAS, the owners of the properties served by each delinquent account have been notified of the delinquency according to legal requirements; and

WHEREAS, Minnesota Statutes 444.075 and City Ordinances, Sections 4-105 and 4-201 authorize certification of such delinquent accounts to the County property tax rolls for collection; and

WHEREAS, a special assessment roll, a copy of which is attached hereto and made part hereof by reference, has been prepared by the City Clerk, tabulating those properties where a delinquent public utility account is to be assessed with the amount and service charges to be assessed; and

WHEREAS, pursuant to proper notice duly given as required by law, the Council has met and heard and passed upon all objections to the proposed assessments for delinquent utility service accounts.

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

1. The special assessment roll of delinquent public utility accounts is hereby adopted and certified as Assessment Roll No. 23007.

2. The special assessments as adopted and confirmed shall be payable with ad valorem taxes levied in 2024, in one installment with interest thereon at three and one-half percent (3.5%) per annum, and shall bear interest on the entire assessment from December 1, 2023 through December 31, 2024.

3. The owner of any property so assessed may at any time prior to the certification of the assessments to the Hennepin County Auditor pay the entire assessment to the City, without interest, if the entire assessment is paid on or before November 22nd 2023.

4. The City Clerk shall forthwith transmit a certified duplicate of this assessment to the Hennepin County Auditor to be extended on the property tax lists of the County,

RESOLUTION NO. _____

and such assessments shall be collected and paid over in the same manner as other municipal taxes.

October 23, 2023 _____
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.

| Levy # | Account # | Name | Service Address | Town/City | Certification Balance |
|---|---|---|---|---|---|
| 23007 | 0001350006 | CHESLEY DAILEY | 6701 QUAIL AVE N | BROOKLYN CENTER | $403.18 |
| 23007 | 0025550009 | DEBRA SPARKS | 6318 LEE AVE N | BROOKLYN CENTER | $407.31 |
| 23007 | 0041570002 | ROBERT WALKER | 5913 PEARSON DR | BROOKLYN CENTER | $418.33 |
| 23007 | 0069270004 | PRECIOUS BUFFORD | 3201 49TH AVE N | BROOKLYN CENTER | $418.73 |
| 23007 | 0025490008 | SEEDOU MANNEH | 6230 LEE AVE N | BROOKLYN CENTER | $428.20 |
| 23007 | 0088410008 | GREGORY COLEMAN | 1400 57TH AVE N | BROOKLYN CENTER | $437.41 |
| 23007 | 0008370007 | SHENNA GALLOWAY | 3119 67TH AVE N | BROOKLYN CENTER | $440.72 |
| 23007 | 0008050005 | AUBREY POLLARD | 6800 DREW AVE N | BROOKLYN CENTER | $445.54 |
| 23007 | 0079890007 | KEVIN MASON | 5624 DUPONT AVE N | BROOKLYN CENTER | $451.40 |
| 23007 | 0099990416 | KEELA'S HAIR SALON | 1180 SHINGLE CREEK CROSSING STE 11( | BROOKLYN CENTER | $452.92 |
| 23007 | 0070800005 | RICCARDO BLEIVINS | 5308 LILAC DR N | BROOKLYN CENTER | $453.02 |
| 23007 | 0007420100 | INFINITE PROPERTY LLC | 6744 FRANCE AVE N | BROOKLYN CENTER | $454.48 |
| 23007 | 0026250005 | OSCAR ORLANDO CARRANZA | 6406 KYLE AVE N | BROOKLYN CENTER | $454.56 |
| 23007 | 0020810002 | ROSALIE M ROBINSON | 6320 QUAIL AVE N | BROOKLYN CENTER | $457.98 |
| 23007 | 0010890000 | KAO VUE | 3621 VIOLET AVE | BROOKLYN CENTER | $457.98 |
| 23007 | 0079080005 | LISA YANKTON | 5615 FREMONT AVE N | BROOKLYN CENTER | $458.26 |
| 23007 | 0083310000 | SHERITTA SCROGGINS | 5305 BRYANT AVE N | BROOKLYN CENTER | $460.19 |
| 23007 | 0006378309 | GIFTY FOFANAH | 7262 UNITY AVE N | BROOKLYN CENTER | $460.66 |
| 23007 | 0024010005 | JOSE ALVARADO | 6224 MAJOR AVE N | BROOKLYN CENTER | $461.15 |
| 23007 | 0027230006 | TAMMY LENOIR | 3901 62ND AVE N | BROOKLYN CENTER | $461.40 |
| 23007 | 0029020009 | PETER ANDERSON | 6536 ORCHARD AVE N | BROOKLYN CENTER | $462.12 |
| 23007 | 0006377509 | MARCELL DAY | 5436 PONDS DR | BROOKLYN CENTER | $464.08 |
| 23007 | 0019280001 | DARWIN L CRIMMINS | 4913 HOWE LA | BROOKLYN CENTER | $464.82 |
| 23007 | 0011300009 | KATHERINE M WILSON | 3619 72ND AVE N | BROOKLYN CENTER | $464.82 |
| 23007 | 0064680009 | KOFI YEBOAH | 5144 EWING AVE N | BROOKLYN CENTER | $464.82 |
| 23007 | 0023320000 | YAYA YOULA | 7224 DUPONT AVE N | BROOKLYN CENTER | $466.61 |
| 23007 | 0048110000 | SHIRMELA BERNARD | 5707 HALIFAX AVE N | BROOKLYN CENTER | $466.73 |
| 23007 | 0015800004 | EDWARDS KIM | 7218 JUNE AVE N | BROOKLYN CENTER | $468.05 |
| 23007 | 0039830004 | ALEXIS QUIMBY | 5948 ZENITH AVE N | BROOKLYN CENTER | $468.24 |
| 23007 | 0006391302 | TY ANDERSON | 5327 71ST CIR | BROOKLYN CENTER | $469.56 |
| 23007 | 0082610004 | ZACHARY SALAZAR | 5428 CAMDEN AVE N | BROOKLYN CENTER | $472.97 |
| 23007 | 0034710003 | PAUL T YANG | 2601 65TH AVE N | BROOKLYN CENTER | $473.17 |
| 23007 | 0089350104 | TYRONE LEE | 5900 EMERSON AVE N | BROOKLYN CENTER | $476.26 |
| 23007 | 0036990009 | DENY ARAGON | 3107 63RD AVE N | BROOKLYN CENTER | $476.50 |
| 23007 | 0023330008 | ER-LEE BOLDEN | 4700 63RD AVE N | BROOKLYN CENTER | $477.63 |
| 23007 | 0023280006 | JOSEPH DAVIES | 7200 DUPONT AVE N | BROOKLYN CENTER | $478.54 |

| | | | | | |
|---|---|---|---|---|---|
| 23007 | 0033830000 | JAVIER BECERRA | 3212 63RD AVE N | BROOKLYN CENTER | $478.97 |
| 23007 | 0088140001 | ALLISON BELL | 5737 FREMONT AVE N | BROOKLYN CENTER | $479.68 |
| 23007 | 0001510005 | WAYZATA FARMS, LLC | 6830 QUAIL AVE N | BROOKLYN CENTER | $480.24 |
| 23007 | 0006400319 | MALLARD PONDS TWINHOME ASSOC. | 7201 UNITY AVE N | BROOKLYN CENTER | $480.46 |
| 23007 | 0083750007 | RAY E IDEEN | 5310 DUPONT AVE N | BROOKLYN CENTER | $480.56 |
| 23007 | 0014740003 | CHARLES WEANQUOR | 4728 WINGARD LN | BROOKLYN CENTER | $480.74 |
| 23007 | 0038540000 | DARREN KENNEDY | 5906 UPTON AVE N | BROOKLYN CENTER | $481.31 |
| 23007 | 0000080003 | GE TENG LOR | 6418 COLFAX AVE N | BROOKLYN CENTER | $481.92 |
| 23007 | 0087660009 | MARIE MARTIN | 6006 HUMBOLDT AVE N | BROOKLYN CENTER | $484.56 |
| 23007 | 0013410004 | OLANREWAJU OLADEJO | 7224 HALIFAX AVE N | BROOKLYN CENTER | $485.34 |
| 23007 | 0073370006 | ANTHONY DEW | 5421 KNOX AVE N | BROOKLYN CENTER | $486.27 |
| 23007 | 0037630000 | BETTY L REEVES | 2801 NASH RD | BROOKLYN CENTER | $486.50 |
| 23007 | 0074740009 | SERGIO DANIEL CELESTINO | 5530 IRVING AVE N | BROOKLYN CENTER | $488.27 |
| 23007 | 0045560009 | SOGDIANA LLC | 5421 TWIN LAKE BLVD E | BROOKLYN CENTER | $489.61 |
| 23007 | 0019870009 | JED RANCOUR | 6524 UNITY AVE N | BROOKLYN CENTER | $491.44 |
| 23007 | 0044040003 | ENDIA HOWZE | 3819 58TH AVE N | BROOKLYN CENTER | $495.60 |
| 23007 | 0073520006 | TIMOTHY D WALKER | 5338 KNOX AVE N | BROOKLYN CENTER | $495.60 |
| 23007 | 0017200001 | MASSEBA KANNEH | 6143 SCOTT AVE N | BROOKLYN CENTER | $495.95 |
| 23007 | 0034450006 | DEDDEH TOGBESON | 2801 64TH AVE N | BROOKLYN CENTER | $499.02 |
| 23007 | 0056960003 | XEE VANG | 6718 CAMDEN AVE N | BROOKLYN CENTER | $499.02 |
| 23007 | 0006378705 | VICTORIA BAILEY | 7270 UNITY AVE N | BROOKLYN CENTER | $502.16 |
| 23007 | 0065170000 | JEAN BORMAN | 5106 FRANCE AVE N | BROOKLYN CENTER | $502.91 |
| 23007 | 0092600008 | JAMIE IHRKE | 5731 ALDRICH AVE N | BROOKLYN CENTER | $503.32 |
| 23007 | 0083520004 | BARBARA JONES | 5454 COLFAX AVE N | BROOKLYN CENTER | $504.67 |
| 23007 | 0006378002 | UNITY PLACE | 5446 PONDS DR | BROOKLYN CENTER | $510.17 |
| 23007 | 0011710009 | MARLENE BRUINS | 3800 72ND AVE N | BROOKLYN CENTER | $510.36 |
| 23007 | 0044430006 | JAMES MAKANA MAINA | 5724 DREW AVE N | BROOKLYN CENTER | $512.03 |
| 23007 | 0020280009 | CARRINGTON DR APTS | 6920 HUMBOLDT AVE N | BROOKLYN CENTER | $512.62 |
| 23007 | 0060770002 | BRIAN MELTZER | 4746 LAKEVIEW AVE | BROOKLYN CENTER | $512.66 |
| 23007 | 0090580004 | JOSEPH PALM | 6025 COLFAX AVE N | BROOKLYN CENTER | $514.26 |
| 23007 | 0006376709 | FATAMATA DOLLEY | 5418 PONDS DR | BROOKLYN CENTER | $516.80 |
| 23007 | 0044470002 | STACEY HULFEY | 5719 DREW AVE N | BROOKLYN CENTER | $516.97 |
| 23007 | 0035410009 | NANCY WIGGIN | 3001 62ND AVE N | BROOKLYN CENTER | $517.54 |
| 23007 | 0073680008 | SCOTT VINCENT | 5345 JAMES AVE N | BROOKLYN CENTER | $518.14 |
| 23007 | 0012460000 | APRIL HECKARD | 6907 FRANCE AVE N | BROOKLYN CENTER | $519.53 |
| 23007 | 0006374704 | ROBERTHA GRAY | 5302 PONDS DR | BROOKLYN CENTER | $522.30 |
| 23007 | 0011240004 | PAMELA JENKINS | 6906 NEWTON AVE N | BROOKLYN CENTER | $522.96 |

| | | | | | |
|---|---|---|---|---|---|
| 23007 | 0006374704 | CATHERINE KIMBLE | 5302 PONDS DR | BROOKLYN CENTER | $523.87 |
| 23007 | 0013040009 | AMANDA EAN | 6937 GRIMES AVE N | BROOKLYN CENTER | $525.26 |
| 23007 | 0018940001 | PAMELA ADAMS | 5318 HOWE LA | BROOKLYN CENTER | $525.51 |
| 23007 | 0059080007 | YANG CHANG | 6725 COLFAX AVE N | BROOKLYN CENTER | $525.51 |
| 23007 | 0091100000 | JOHN CUMMINGS | 6106 COLFAX AVE N | BROOKLYN CENTER | $525.51 |
| 23007 | 0018190003 | JAFREEYA DESROSIERS | 6124 QUAIL AVE N | BROOKLYN CENTER | $525.51 |
| 23007 | 0088600004 | CODY LAFLEUR | 5936 FREMONT AVE N | BROOKLYN CENTER | $525.51 |
| 23007 | 0021550003 | KARIE PAGE-HOLDEN | 5219 65TH AVE N | BROOKLYN CENTER | $525.51 |
| 23007 | 0075810009 | MAITHA SHAMMARI | 5601 LOGAN AVE N | BROOKLYN CENTER | $525.51 |
| 23007 | 0038450002 | GOVAN SINGH | 6101 XERXES AVE N | BROOKLYN CENTER | $525.51 |
| 23007 | 0099180004 | PA NOU VANG | 1307 65TH AVE N | BROOKLYN CENTER | $525.51 |
| 23007 | 0022450204 | KAMA BENNAH | 1030 73RD AVE N | BROOKLYN CENTER | $527.49 |
| 23007 | 0027110000 | JAFARI BANKS, JR | 4012 JANET LA | BROOKLYN CENTER | $527.71 |
| 23007 | 0017800008 | GOOD DOMUS SUB IX LLC | 6219 REGENT AVE N | BROOKLYN CENTER | $531.72 |
| 23007 | 0012210303 | THAN LU | 1908 73RD AVE N | BROOKLYN CENTER | $532.00 |
| 23007 | 0050360101 | TAI H PHAM | 300 73RD AVE N | BROOKLYN CENTER | $532.00 |
| 23007 | 0018220008 | ALMAMY MOMO TOURE | 6106 QUAIL AVE N | BROOKLYN CENTER | $532.35 |
| 23007 | 0050850002 | THAI XIONG | 7104 RIVERDALE RD | BROOKLYN CENTER | $532.35 |
| 23007 | 0076770004 | JAKAYLA LOVETT | 5507 JUDY LA | BROOKLYN CENTER | $533.22 |
| 23007 | 0044310000 | BOA NGUYEN | 5730 NORTHPORT DR | BROOKLYN CENTER | $537.15 |
| 23007 | 0077530001 | STACY M LARSON | 5620 HUMBOLDT AVE N | BROOKLYN CENTER | $538.23 |
| 23007 | 0016320309 | KIMBERLY HOODIE | 2812 67TH LN N | BROOKLYN CENTER | $538.44 |
| 23007 | 0038840004 | CALVIN MOSBY | 5931 VINCENT AVE N | BROOKLYN CENTER | $538.54 |
| 23007 | 0079620008 | THOMAS BELTING | 5556 EMERSON AVE N | BROOKLYN CENTER | $539.19 |
| 23007 | 0007980004 | PAUL ZHENG | 6706 DREW AVE N | BROOKLYN CENTER | $540.06 |
| 23007 | 0093870006 | KAREN HOLTER | 6127 LYNDALE AVE N | BROOKLYN CENTER | $542.11 |
| 23007 | 0057720000 | JAMES SANCHEZ | 6736 COLFAX AVE N | BROOKLYN CENTER | $542.32 |
| 23007 | 0082320000 | MOHAMED ABDI | 5421 4TH ST N | BROOKLYN CENTER | $542.46 |
| 23007 | 0006399107 | RUTH WILLIAMS | 7153 UNITY AVE N | BROOKLYN CENTER | $543.81 |
| 23007 | 0089170007 | CHEETARAH | 5807 EMERSON AVE N | BROOKLYN CENTER | $548.95 |
| 23007 | 0007130006 | DAVID WELTER | 6728 GRIMES AVE N | BROOKLYN CENTER | $548.95 |
| 23007 | 0019050008 | CHARLES E TURNER | 5124 HOWE LA | BROOKLYN CENTER | $549.45 |
| 23007 | 0092910001 | CHRISTOPHER J WALKER | 6006 ALDRICH AVE N | BROOKLYN CENTER | $550.87 |
| 23007 | 0040220005 | JOHNSON F TATA | 5906 ABBOTT AVE N | BROOKLYN CENTER | $552.78 |
| 23007 | 0077930003 | DANTRAEL RANDOLPH | 5538 GIRARD AVE N | BROOKLYN CENTER | $554.41 |
| 23007 | 0011170006 | DAVE KRAUSE | 3724 VIOLET AVE | BROOKLYN CENTER | $554.56 |
| 23007 | 0089860003 | WALTER HUMPHREY | 5825 DUPONT AVE N | BROOKLYN CENTER | $555.04 |

| | | | | | |
|---|---|---|---|---|---|
| 23007 | 0099750004 | LUCAS CARPENTER | 6337 DUPONT AVE N | BROOKLYN CENTER | $555.54 |
| 23007 | 0038430004 | PAT DUFF | 3012 61ST AVE N | BROOKLYN CENTER | $555.63 |
| 23007 | 0080760009 | DREDRICK COX | 5524 ALDRICH DR N | BROOKLYN CENTER | $555.78 |
| 23007 | 0019570005 | NICHOLAS DAVIS | 5130 66TH AVE N | BROOKLYN CENTER | $556.04 |
| 23007 | 0029300005 | SCOTT DEHNE | 6530 INDIANA AVE N | BROOKLYN CENTER | $558.96 |
| 23007 | 0099710008 | DANA DAVIS | 6413 DUPONT AVE N | BROOKLYN CENTER | $560.15 |
| 23007 | 0006373201 | QUINCY HILL SR | 5329 PONDS DR | BROOKLYN CENTER | $561.25 |
| 23007 | 0060971103 | LAURIE RANDALL | 6801 ALDRICH AVE N | BROOKLYN CENTER | $564.00 |
| 23007 | 0006400103 | FLORENCE ARKU | 7189 UNITY AVE N | BROOKLYN CENTER | $565.66 |
| 23007 | 0009980002 | ANTHONY KRESEL | 3606 URBAN AVE | BROOKLYN CENTER | $565.75 |
| 23007 | 0025840004 | BYRON B SCOTT | 4401 63RD AVE N | BROOKLYN CENTER | $566.05 |
| 23007 | 0021250000 | TROY BAKER | 6333 REGENT AVE N | BROOKLYN CENTER | $566.55 |
| 23007 | 0022130003 | MARIA CRUZ MARTINEZ | 5206 63RD AVE N | BROOKLYN CENTER | $566.72 |
| 23007 | 0022450105 | JAMES DORBOR | 1026 73RD AVE N | BROOKLYN CENTER | $568.27 |
| 23007 | 0091780009 | RENAE SAUTER | 5728 BRYANT AVE N | BROOKLYN CENTER | $572.14 |
| 23007 | 0011780009 | JOYCE A COOPER | 7018 MORGAN AVE N | BROOKLYN CENTER | $572.68 |
| 23007 | 0000970002 | ROBERT N OLSON | 6730 SCOTT AVE N | BROOKLYN CENTER | $576.22 |
| 23007 | 0015270000 | DOREEN GEFFREY | 7124 LEE AVE N | BROOKLYN CENTER | $578.01 |
| 23007 | 0029530007 | PHONG VANG | 4607 66TH AVE N | BROOKLYN CENTER | $579.56 |
| 23007 | 0020630005 | MISSI ANDREWS | 7231 GIRARD AVE N | BROOKLYN CENTER | $581.57 |
| 23007 | 0092090002 | BILL KOLBE | 6114 BRYANT AVE N | BROOKLYN CENTER | $586.32 |
| 23007 | 0049280307 | SUSAN M JOHNSON | 5805 SHORES DR | BROOKLYN CENTER | $588.99 |
| 23007 | 0047240006 | STACEY BANKS | 5649 NORTHPORT DR | BROOKLYN CENTER | $593.38 |
| 23007 | 0044750007 | ROSELINE B SARAMU | 3900 57TH AVE N | BROOKLYN CENTER | $594.82 |
| 23007 | 0023750007 | JASON BLANSKI | 6241 MAJOR AVE N | BROOKLYN CENTER | $595.33 |
| 23007 | 0022270007 | COLIN MERRILL | 6330 PERRY AVE N | BROOKLYN CENTER | $595.58 |
| 23007 | 0006397002 | SHUXING SUN | 5328 72ND CIR | BROOKLYN CENTER | $595.83 |
| 23007 | 0008540008 | BENDERSON DEVELOPMENT COMPANY | 5930 EARLE BROWN DR | BROOKLYN CENTER | $595.96 |
| 23007 | 0032930009 | MELISSA TUCKER | 3213 65TH AVE N | BROOKLYN CENTER | $596.08 |
| 23007 | 0017990007 | RONDA AL-HAKIM | 6107 QUAIL AVE N | BROOKLYN CENTER | $597.33 |
| 23007 | 0060181901 | VALERIE BLOUNT MCKISSACK | 1316 68TH LN N | BROOKLYN CENTER | $597.33 |
| 23007 | 0074340008 | JAMES FLEMING | 5309 HUMBOLDT AVE N | BROOKLYN CENTER | $597.36 |
| 23007 | 0031030004 | JEREMY GILLESPIE | 3409 66TH AVE N | BROOKLYN CENTER | $599.25 |
| 23007 | 0012920003 | JSW PROPERTIES, LLC | 7119 GRIMES AVE N | BROOKLYN CENTER | $599.43 |
| 23007 | 0011060006 | RANDY ANDERL | 7124 NEWTON AVE N | BROOKLYN CENTER | $600.84 |
| 23007 | 0006370504 | QUTISHA VETAW | 7248 UNITY AVE N | BROOKLYN CENTER | $601.36 |
| 23007 | 0020860007 | BEAU E OLSON | 6340 QUAIL AVE N | BROOKLYN CENTER | $601.42 |

| | | | | | |
|---|---|---|---|---|---|
| 23007 | 0072120006 | MIAYA COTTON | 2112 55TH AVE N | BROOKLYN CENTER | $601.67 |
| 23007 | 0022390103 | DEANNA WILSON | 7305 DUPONT AVE N | BROOKLYN CENTER | $601.74 |
| 23007 | 0029020207 | SUNDAYE AGNES ZARZAR | 6525 NOBLE AVE N | BROOKLYN CENTER | $601.92 |
| 23007 | 0087560001 | KRYSTAL WIEBUSCH | 5754 HUMBOLDT AVE N | BROOKLYN CENTER | $602.17 |
| 23007 | 0023190006 | CHONG VUE | 6419 LEE AVE N | BROOKLYN CENTER | $602.42 |
| 23007 | 0092330002 | MONICA SHOCKENCY | 6107 ALDRICH AVE N | BROOKLYN CENTER | $605.09 |
| 23007 | 0099440002 | JOANNA CARPIO | 6443 EMERSON AVE N | BROOKLYN CENTER | $605.84 |
| 23007 | 0093640003 | MICHELLE NELSON | 5926 CAMDEN AVE N | BROOKLYN CENTER | $605.84 |
| 23007 | 0020480005 | NICHOLAS GILES ROBISON | 7031 GIRARD AVE N | BROOKLYN CENTER | $605.84 |
| 23007 | 0089510004 | CHAD TESMER | 6020 EMERSON AVE N | BROOKLYN CENTER | $607.09 |
| 23007 | 0087730000 | YER LEE | 6050 LILAC DR N | BROOKLYN CENTER | $607.57 |
| 23007 | 0025680004 | OMAR SANNEH | 4401 65TH AVE N | BROOKLYN CENTER | $608.51 |
| 23007 | 0055150002 | IBIZA LLC | 6700 WEST RIVER RD | BROOKLYN CENTER | $608.96 |
| 23007 | 0025480009 | CHRISTINE BROWN | 6224 LEE AVE N | BROOKLYN CENTER | $610.01 |
| 23007 | 0028640005 | MICHELE KRENZ | 6412 INDIANA AVE N | BROOKLYN CENTER | $611.13 |
| 23007 | 0088850005 | EDWIN TORRES | 1100 62ND AVE N | BROOKLYN CENTER | $611.43 |
| 23007 | 0031180007 | JANIS SALO | 6543 BEARD AVE N | BROOKLYN CENTER | $612.43 |
| 23007 | 0022250009 | CHELSEA IVERSON | 6318 PERRY AVE N | BROOKLYN CENTER | $613.93 |
| 23007 | 0090060007 | KIMBERLY LACHAPELLE | 5808 DUPONT AVE N | BROOKLYN CENTER | $614.60 |
| 23007 | 0042900000 | MARK ANTHONY CONTRERAS | 5831 HALIFAX AVE N | BROOKLYN CENTER | $615.33 |
| 23007 | 0017660006 | WILLIAM LORENTZ | 6212 SCOTT AVE N | BROOKLYN CENTER | $615.60 |
| 23007 | 0089830006 | ANGEL GABRIEL AGUILAR GUERRERO | 5901 DUPONT AVE N | BROOKLYN CENTER | $619.02 |
| 23007 | 0099390009 | MICHELLE WHITLOCK | 6418 FREMONT AVE N | BROOKLYN CENTER | $621.19 |
| 23007 | 0089220000 | DAVID E MCGEE | 5725 EMERSON AVE N | BROOKLYN CENTER | $622.44 |
| 23007 | 0014540004 | COMFORT GARTEY | 1601 WOODBINE LA | BROOKLYN CENTER | $625.30 |
| 23007 | 0007420001 | WALTER ROBINSON | 6742 FRANCE AVE N | BROOKLYN CENTER | $625.56 |
| 23007 | 0000200004 | DIANNA ANDERSON | 6819 TOLEDO AVE N | BROOKLYN CENTER | $627.06 |
| 23007 | 0043110005 | CHOUA MOUA | 6012 HALIFAX AVE N | BROOKLYN CENTER | $627.20 |
| 23007 | 0013010009 | SANGBAN W NGAIMA | 1801 70TH AVE N | BROOKLYN CENTER | $629.66 |
| 23007 | 0017690003 | ALVINA LOPEZ | 6142 SCOTT AVE N | BROOKLYN CENTER | $630.95 |
| 23007 | 0000060005 | CALEB OREILLY | 6406 COLFAX AVE N | BROOKLYN CENTER | $632.37 |
| 23007 | 0042890003 | BENDU QUOIGOAH | 5825 HALIFAX AVE N | BROOKLYN CENTER | $634.29 |
| 23007 | 0089560009 | RACHEL STINSON | 6100 EMERSON AVE N | BROOKLYN CENTER | $634.87 |
| 23007 | 0001380006 | ADAM SCHMITT | 6432 WILLOW LA N | BROOKLYN CENTER | $635.37 |
| 23007 | 0014480204 | COPA ENTERPRISES | 7046 BROOKLYN BLVD | BROOKLYN CENTER | $636.04 |
| 23007 | 0004560007 | VERA DIXON | 7037 PERRY AVE N | BROOKLYN CENTER | $637.37 |
| 23007 | 0007660002 | TOMAS REYES BONILLA | 6706 EWING AVE N | BROOKLYN CENTER | $638.25 |

| | | | | | |
|---|---|---|---|---|---|
| 23007 | 0018390009 | RACHEL MORRIS | 6226 PERRY AVE N | BROOKLYN CENTER | $638.54 |
| 23007 | 0011720008 | BRETT CHRISTOPHER HULETT | 3806 72ND AVE N | BROOKLYN CENTER | $639.24 |
| 23007 | 0021300202 | MARK WARNERT | 7300 FREMONT AVE N | BROOKLYN PARK | $640.11 |
| 23007 | 0021140201 | MICHAEL LAFAVE | 6424 REGENT AVE N | BROOKLYN CENTER | $642.21 |
| 23007 | 0006377202 | NICOLE BEARD | 5430 PONDS DR | BROOKLYN CENTER | $642.46 |
| 23007 | 0026190003 | RICHARD CHRISTOPHERSON | 6318 KYLE AVE N | BROOKLYN CENTER | $642.46 |
| 23007 | 0058230009 | TROY KOUBSKY | 6626 BRYANT AVE N | BROOKLYN CENTER | $642.46 |
| 23007 | 0016240309 | TAMEKIA ROBERTS | 6845 YORK PL | BROOKLYN CENTER | $642.46 |
| 23007 | 0092790007 | LESA MANSON | 5834 ALDRICH AVE N | BROOKLYN CENTER | $642.71 |
| 23007 | 0070840001 | DONN BURSETH | 5324 LILAC DR N | BROOKLYN CENTER | $644.58 |
| 23007 | 0055860006 | NED R STORLA | 6536 WILLOW LA N | BROOKLYN CENTER | $644.99 |
| 23007 | 0026780001 | SHERMAN KHO | 3818 61ST AVE N | BROOKLYN CENTER | $645.21 |
| 23007 | 0073750009 | LAMIN JARJU | 5431 JAMES AVE N | BROOKLYN CENTER | $646.36 |
| 23007 | 0006372401 | SABRINA D BANKS | 5411 PONDS DR | BROOKLYN CENTER | $646.71 |
| 23007 | 0006371601 | SHARONDA WHITE | 5429 PONDS DR | BROOKLYN CENTER | $646.76 |
| 23007 | 0064860007 | LYNN LAND | 5225 EWING AVE N | BROOKLYN CENTER | $647.18 |
| 23007 | 0044150000 | NEKEH BANKS | 3609 ADMIRAL LA | BROOKLYN CENTER | $649.05 |
| 23007 | 0099990301 | BROOKLYN 55 LLC | 5425 XERXES AVE N | BROOKLYN CENTER | $650.43 |
| 23007 | 0029170002 | ANGELA CRASS | 4401 WINCHESTER LA | BROOKLYN CENTER | $652.22 |
| 23007 | 0076320008 | PAUL ZHENG | 5541 MORGAN AVE N | BROOKLYN CENTER | $652.47 |
| 23007 | 0004670004 | OMOLOLA AKINSOJI | 6931 PERRY AVE N | BROOKLYN CENTER | $655.04 |
| 23007 | 0013390005 | ERIC BAUMGART | 1612 71ST AVE N | BROOKLYN CENTER | $655.39 |
| 23007 | 0014350008 | CHRISTIAN LY | 1607 73RD AVE N | BROOKLYN CENTER | $655.64 |
| 23007 | 0027600000 | LUAH DAHN | 4001 JOYCE LA | BROOKLYN CENTER | $657.56 |
| 23007 | 0020100009 | SAMONE NERO | 1406 72ND AVE N | BROOKLYN CENTER | $658.67 |
| 23007 | 0029790007 | RAMON MEXICANO GASPAR | 4230 66TH AVE N | BROOKLYN CENTER | $659.06 |
| 23007 | 0089460002 | BRIDGET R MANZ | 5946 EMERSON AVE N | BROOKLYN CENTER | $660.73 |
| 23007 | 0085320007 | MICHAEL BLISSETT | 5338 HUMBOLDT AVE N | BROOKLYN CENTER | $661.47 |
| 23007 | 0006150005 | MARIO CHILDS | 5118 70TH AVE N | BROOKLYN CENTER | $661.98 |
| 23007 | 0099990706 | DEJA CARTER | 704 68TH LN N | BROOKLYN CENTER | $662.48 |
| 23007 | 0022770006 | EDGAR BARZALLO SOLIZ | 6343 NOBLE AVE N | BROOKLYN CENTER | $662.48 |
| 23007 | 0036140001 | KORINA GALVAN | 3007 MUMFORD RD | BROOKLYN CENTER | $663.36 |
| 23007 | 0004750004 | ALONZO ROBINSON | 4812 69TH AVE N | BROOKLYN CENTER | $666.85 |
| 23007 | 0034900000 | HENRY R SCHWARTZ | 2906 65TH AVE N | BROOKLYN CENTER | $668.27 |
| 23007 | 0000510006 | JESSICA HENRY | 5318 67TH AVE N | BROOKLYN CENTER | $668.32 |
| 23007 | 0007060005 | ELNORIA STOKES | 6707 GRIMES AVE N | BROOKLYN CENTER | $670.88 |
| 23007 | 0092940008 | NEIL JACOBSON | 6024 ALDRICH AVE N | BROOKLYN CENTER | $671.99 |

| | | | | | |
|---|---|---|---|---|---|
| 23007 | 0004500003 | NELSON M HERR | 7067 PERRY AVE N | BROOKLYN CENTER | $677.58 |
| 23007 | 0074530004 | JOSE DOMINGO FRAGOSO AGUILAR | 5527 HUMBOLDT AVE N | BROOKLYN CENTER | $678.54 |
| 23007 | 0080500009 | JOHN BUNCH | 5630 BRYANT AVE N | BROOKLYN CENTER | $678.54 |
| 23007 | 0023470003 | ELIZABETH CLARKE | 857 70TH AVE N | BROOKLYN CENTER | $678.54 |
| 23007 | 0088090008 | LOUIS DOW | 5819 FREMONT AVE N | BROOKLYN CENTER | $678.54 |
| 23007 | 0056710200 | JAMIE EDWARDS | 6620 CAMDEN DR | BROOKLYN CENTER | $678.54 |
| 23007 | 0039460109 | DONALD R ERICKSON | 6018 YORK AVE N | BROOKLYN CENTER | $678.54 |
| 23007 | 0013210104 | RICKIE HAYES | 1511 71ST AVE N | BROOKLYN CENTER | $678.54 |
| 23007 | 0060820003 | ADOLPHUS HELB | 6616 IRVING PL N | BROOKLYN CENTER | $678.54 |
| 23007 | 0037160008 | MYRNA HJELLMING | 6206 CHOWEN AVE N | BROOKLYN CENTER | $678.54 |
| 23007 | 0035640001 | PAMELA IDE | 3312 LAWRENCE RD | BROOKLYN CENTER | $678.54 |
| 23007 | 0056710309 | HUSSAIN KHAN | 6618 CAMDEN DR | BROOKLYN CENTER | $678.54 |
| 23007 | 0040850009 | OMAR KNIGHTEN | 5826 EWING AVE N | BROOKLYN CENTER | $678.54 |
| 23007 | 0055100007 | TERRANCE MAGALIS | 6724 WILLOW LA N | BROOKLYN CENTER | $678.54 |
| 23007 | 0004170401 | ABDULAHI MOHAMED | 4807 WINGARD PL | BROOKLYN CENTER | $678.54 |
| 23007 | 0008810002 | OLIVIER B NKWONKAM | 3112 THURBER RD | BROOKLYN CENTER | $678.54 |
| 23007 | 0059170006 | JOSE RAMIREZ | 6839 COLFAX AVE N | BROOKLYN CENTER | $678.54 |
| 23007 | 0050580005 | CATHERINE M STELTEN | 7112 DALLAS RD | BROOKLYN CENTER | $678.54 |
| 23007 | 0012520008 | JORDAN WEBBER | 1800 69TH AVE N | BROOKLYN CENTER | $678.54 |
| 23007 | 0033420000 | SHOUA XIONG | 3200 POE RD | BROOKLYN CENTER | $678.54 |
| 23007 | 0087850006 | RAY WARREN | 6026 GIRARD AVE N | BROOKLYN CENTER | $679.20 |
| 23007 | 0084710000 | GREENLEAF PROPERTIES LLC | 5452 FREMONT AVE N | BROOKLYN CENTER | $681.71 |
| 23007 | 0079800006 | JESSE SALAZAR | 5625 DUPONT AVE N | BROOKLYN CENTER | $682.00 |
| 23007 | 0006371502 | DIOH PEAH | 5431 PONDS DR | BROOKLYN CENTER | $682.38 |
| 23007 | 0006372500 | JOLENA HJULBERG | 5409 PONDS DR | BROOKLYN CENTER | $684.38 |
| 23007 | 0060172306 | KEVIN P GUSTAFSON | 6839 FREMONT PL N | BROOKLYN CENTER | $685.13 |
| 23007 | 0027040009 | EMILY C MORRIS | 4212 JANET LA | BROOKLYN CENTER | $685.92 |
| 23007 | 0020240003 | ELIZABETH DREITZLER | 7000 HUMBOLDT AVE N | BROOKLYN CENTER | $686.96 |
| 23007 | 0010640006 | DOUGLAS BRUESHABER | 6925 NEWTON AVE N | BROOKLYN CENTER | $688.30 |
| 23007 | 0042320001 | PHYLLIS VONDALL | 5808 PEARSON DR | BROOKLYN CENTER | $688.30 |
| 23007 | 0072490003 | PAUL GROSAM | 5330 NEWTON AVE N | BROOKLYN CENTER | $688.55 |
| 23007 | 0010220304 | THIEN-THANH HOANG | 2200 73RD AVE N | BROOKLYN CENTER | $690.66 |
| 23007 | 0087240000 | ADRIANA E CERON-SANCHEZ | 5806 IRVING AVE N | BROOKLYN CENTER | $691.01 |
| 23007 | 0077050000 | DEMAYLE LARKINS | 5525 JUDY LA | BROOKLYN CENTER | $691.22 |
| 23007 | 0006373805 | CECELIA YAFONDO | 5315 PONDS DR | BROOKLYN CENTER | $693.19 |
| 23007 | 0032510009 | JEFFREY JOHNSON | 3025 QUARLES RD | BROOKLYN CENTER | $698.06 |
| 23007 | 0019130008 | LY MOUACHIN YANG | 4918 HOWE LA | BROOKLYN CENTER | $699.35 |

| | | | | | |
|---|---|---|---|---|---|
| 23007 | 0088330008 | APRIL MARIE POPE | 5807 GIRARD AVE N | BROOKLYN CENTER | $700.27 |
| 23007 | 0092650003 | NATASHA L GUNDERSEN | 713 58TH AVE N | BROOKLYN CENTER | $701.27 |
| 23007 | 0023220001 | JOSEPH SCHORN | 6401 LEE AVE N | BROOKLYN CENTER | $701.75 |
| 23007 | 0093360008 | IMMANEUL NAH | 6007 CAMDEN AVE N | BROOKLYN CENTER | $702.52 |
| 23007 | 0084030003 | FYR SFR BORROWER LLC | 5333 DUPONT AVE N | BROOKLYN CENTER | $703.12 |
| 23007 | 0012820005 | CHONG MOUA THAO | 7231 GRIMES AVE N | BROOKLYN CENTER | $704.18 |
| 23007 | 0079940000 | 5544 DUPONT LAND TRUST | 5544 DUPONT AVE N | BROOKLYN CENTER | $705.40 |
| 23007 | 0075100005 | NICHOLAS WITZKE | 5509 JAMES AVE N | BROOKLYN CENTER | $705.40 |
| 23007 | 0087500007 | BRITTNEY NELSON | 5700 HUMBOLDT AVE N | BROOKLYN CENTER | $706.11 |
| 23007 | 0018350003 | JOSE L SALGADO OCAMPO | 6237 PERRY AVE N | BROOKLYN CENTER | $706.44 |
| 23007 | 0037040002 | JAVIER BECERRA | 3213 63RD AVE N | BROOKLYN CENTER | $706.66 |
| 23007 | 0006401408 | FARHIYA HAJI | 7235 UNITY AVE N | BROOKLYN CENTER | $707.37 |
| 23007 | 0008140004 | VT HOLDINGS LLC | 6837 BEARD AVE N | BROOKLYN CENTER | $708.07 |
| 23007 | 0006402000 | JONAS TRASSS | 7247 UNITY AVE N | BROOKLYN CENTER | $709.44 |
| 23007 | 0037370003 | GEORGE BROWN | 2907 63RD AVE N | BROOKLYN CENTER | $711.49 |
| 23007 | 0027450000 | NICHOLAS SCHAFER | 4012 62ND AVE N | BROOKLYN CENTER | $712.53 |
| 23007 | 0006382004 | JAMEY BAKKEN | 6901 UNITY AVE N | BROOKLYN CENTER | $714.91 |
| 23007 | 0026310007 | SERENA XEE YANG | 6442 KYLE AVE N | BROOKLYN CENTER | $716.20 |
| 23007 | 0029450008 | MICHAEL OTTO | 4512 WINCHESTER LA | BROOKLYN CENTER | $716.45 |
| 23007 | 0014280007 | MATTHEW SMITH | 1516 73RD AVE N | BROOKLYN CENTER | $716.77 |
| 23007 | 0084450003 | FREDDY MAURICIO ZHAGUI SHAGUI | 5335 EMERSON AVE N | BROOKLYN CENTER | $717.38 |
| 23007 | 0060790404 | THELMA JUAH | 1601 67TH LN N | BROOKLYN CENTER | $719.75 |
| 23007 | 0064630004 | THERESA GASMAN | 5116 EWING AVE N | BROOKLYN CENTER | $721.50 |
| 23007 | 0083260007 | TERRICA TRENEE QUARLES | 5327 BRYANT AVE N | BROOKLYN CENTER | $721.62 |
| 23007 | 0090450000 | TYRONE GILLMAN | 6221 COLFAX AVE N | BROOKLYN CENTER | $722.38 |
| 23007 | 0013470008 | CHAR GARDNER | 4101 WOODBINE LA | BROOKLYN CENTER | $723.04 |
| 23007 | 0058040002 | MICHAEL PRATT | 6816 BRYANT AVE N | BROOKLYN CENTER | $726.09 |
| 23007 | 0006387805 | DEANE BROWN | 7133 UNITY AVE N | BROOKLYN CENTER | $727.84 |
| 23007 | 0069810007 | DAMEON HENDERSON | 3320 49TH AVE N | BROOKLYN CENTER | $727.84 |
| 23007 | 0032500000 | TIMUTI NEEPAY | 3019 QUARLES RD | BROOKLYN CENTER | $727.84 |
| 23007 | 0068310009 | NICHOLAS RAMNARACE | 3416 50TH AVE N | BROOKLYN CENTER | $727.84 |
| 23007 | 0033890004 | SHELEION DREPAUL | 3100 63RD AVE N | BROOKLYN CENTER | $728.82 |
| 23007 | 0022200005 | JACOB BRYANT | 7007 DUPONT AVE N | BROOKLYN CENTER | $729.76 |
| 23007 | 0023020006 | DAVID BENTZ | 7218 ALDRICH CT | BROOKLYN CENTER | $731.26 |
| 23007 | 0035200004 | JANETH GONZALEZ | 6312 BROOKLYN DR | BROOKLYN CENTER | $731.78 |
| 23007 | 0010280407 | PATRICIA STEPHENSON | 2124 73RD AVE N | BROOKLYN CENTER | $733.62 |
| 23007 | 0019950009 | JUAN HERRERA MONTES | 5206 WINCHESTER LA | BROOKLYN CENTER | $733.97 |

| | | | | | |
|---|---|---|---|---|---|
| 23007 | 0084910006 | LATRESE BYRD | 5312 GIRARD AVE N | BROOKLYN CENTER | $734.18 |
| 23007 | 0094090000 | RENE PEREZ JR | 605 59TH AVE N | BROOKLYN CENTER | $734.47 |
| 23007 | 0006386005 | JAZZ PROPERTIES MN | 5418 70TH CIR | BROOKLYN CENTER | $734.90 |
| 23007 | 0006377905 | DARRICK COATS | 5444 PONDS DR | BROOKLYN CENTER | $735.35 |
| 23007 | 0037240008 | STEPHANIE HENDERSON | 6225 CHOWEN AVE N | BROOKLYN CENTER | $735.43 |
| 23007 | 0089950002 | THURMAN V FOSTER | 5715 DUPONT AVE N | BROOKLYN CENTER | $736.22 |
| 23007 | 0068830006 | JAMES KASTER | 5024 ZENITH AVE N | BROOKLYN CENTER | $738.10 |
| 23007 | 0072630004 | BRIAN SCHUKOW | 5413 MORGAN AVE N | BROOKLYN CENTER | $738.14 |
| 23007 | 0046840004 | SCOTT C HUGHES | 5348 NORTHPORT DR | BROOKLYN CENTER | $738.60 |
| 23007 | 0080030007 | FATOUMATA MARA | 5519 COLFAX AVE N | BROOKLYN CENTER | $738.65 |
| 23007 | 0016090001 | DOMINIQUE DAVIS | 4212 WOODBINE LA | BROOKLYN CENTER | $738.77 |
| 23007 | 0090760002 | TROY DAVIS | 5817 COLFAX AVE N | BROOKLYN CENTER | $738.89 |
| 23007 | 0028870008 | YASMIN JONES | 4512 65TH AVE N | BROOKLYN CENTER | $740.27 |
| 23007 | 0083910007 | CHRIST COVENANT CHAPEL | 5452 DUPONT AVE N | BROOKLYN CENTER | $740.44 |
| 23007 | 0064890004 | BILLY JAMES MICKELSON | 5207 EWING AVE N | BROOKLYN CENTER | $741.02 |
| 23007 | 0075020005 | JACQUELINE LANE | 5602 JAMES AVE N | BROOKLYN CENTER | $741.27 |
| 23007 | 0084440004 | AMY BORGSTROM | 5339 EMERSON AVE N | BROOKLYN CENTER | $741.52 |
| 23007 | 0006375602 | BEATRICE APPLETON | 5320 PONDS DR | BROOKLYN CENTER | $743.17 |
| 23007 | 0023340008 | ROY WARMBOLD JR | 7236 DUPONT AVE N | BROOKLYN CENTER | $743.69 |
| 23007 | 0015770009 | JENNIFER AYSHFORD | 7200 JUNE AVE N | BROOKLYN CENTER | $744.19 |
| 23007 | 0011280000 | ALISHA FRANCZAK | 6913 MORGAN AVE N | BROOKLYN CENTER | $744.19 |
| 23007 | 0034340009 | DALE CERNOHLAVEK | 2700 OHENRY RD | BROOKLYN CENTER | $744.44 |
| 23007 | 0043330009 | MELISSA FLORES | 4013 61ST AVE N | BROOKLYN CENTER | $744.46 |
| 23007 | 0093730002 | LANA SWENSON | 6024 CAMDEN AVE N | BROOKLYN CENTER | $745.32 |
| 23007 | 0024000006 | MICHAEL LUTZ | 6218 MAJOR AVE N | BROOKLYN CENTER | $745.73 |
| 23007 | 0077610001 | KEVIN BRADLEY | 5528 HUMBOLDT AVE N | BROOKLYN CENTER | $746.19 |
| 23007 | 0028780009 | ANDREA JOHNSON | 4306 65TH AVE N | BROOKLYN CENTER | $746.98 |
| 23007 | 0099160006 | ANGELYN KWABO | 6430 GIRARD AVE N | BROOKLYN CENTER | $748.15 |
| 23007 | 0017760004 | LARRY WELCH | 6143 REGENT AVE N | BROOKLYN CENTER | $748.65 |
| 23007 | 0036330008 | NICOLE COATES | 3300 MUMFORD RD | BROOKLYN CENTER | $748.90 |
| 23007 | 0022440205 | SHANICE STERLING | 1034 73RD AVE N | BROOKLYN CENTER | $748.97 |
| 23007 | 0022790005 | DORIS JEFFERSON | 7243 BRYANT AVE N | BROOKLYN CENTER | $751.03 |
| 23007 | 0064510008 | ZACHARY BARR | 5013 DREW AVE N | BROOKLYN CENTER | $751.28 |
| 23007 | 0006390205 | NIA JONES | 5433 71ST CIR | BROOKLYN CENTER | $751.28 |
| 23007 | 0065500008 | JAMES COTTINGHAM | 5244 GREAT VIEW AVE | BROOKLYN CENTER | $752.20 |
| 23007 | 0018060008 | OLUBUNMI OLABIYI | 6219 QUAIL AVE N | BROOKLYN CENTER | $753.32 |
| 23007 | 0004000004 | ROBERT DIXON JR | 6918 MAJOR AVE N | BROOKLYN CENTER | $753.95 |

| | | | | | |
|---|---|---|---|---|---|
| 23007 | 0036870003 | DARLENE PASLEY | 3013 NASH RD | BROOKLYN CENTER | $754.20 |
| 23007 | 0006381303 | DESARAE SURRATT | 6929 UNITY AVE N | BROOKLYN CENTER | $754.36 |
| 23007 | 0099990801 | RESIDENT | 6055 BROOKLYN BLVD | BROOKLYN CENTER | $756.90 |
| 23007 | 0079330004 | CHANDERWATTIE SUKNANAN | 5501 EMERSON AVE N | BROOKLYN CENTER | $757.37 |
| 23007 | 0007030008 | ADAM GRINNEN | 6727 GRIMES AVE N | BROOKLYN CENTER | $757.87 |
| 23007 | 0044230000 | LONZETA WILLIAMS | 5701 BROOKLYN BLVD | BROOKLYN CENTER | $758.74 |
| 23007 | 0072180000 | SEDDREX GATES | 5430 OLIVER AVE N | BROOKLYN CENTER | $761.54 |
| 23007 | 0083460003 | STEVEN SWANSON | 5412 COLFAX AVE N | BROOKLYN CENTER | $761.54 |
| 23007 | 0087700003 | CRISTA MURPHY | 6032 HUMBOLDT AVE N | BROOKLYN CENTER | $761.62 |
| 23007 | 0006378903 | SHERMAINE FOREMAN | 7274 UNITY AVE N | BROOKLYN CENTER | $762.25 |
| 23007 | 0017050000 | JASON OIE | 6213 UNITY AVE N | BROOKLYN CENTER | $762.58 |
| 23007 | 0046460001 | ALEIANDRO PAREDES | 3519 53RD PL N | BROOKLYN CENTER | $763.08 |
| 23007 | 0037060000 | VICTORIA HENDERSON | 3301 63RD AVE N | BROOKLYN CENTER | $764.08 |
| 23007 | 0073850007 | JESSICA PAIGE | 5400 JAMES AVE N | BROOKLYN CENTER | $764.21 |
| 23007 | 0011260002 | BEFORH MASSALEY | 6901 MORGAN AVE N | BROOKLYN CENTER | $765.21 |
| 23007 | 0075160009 | JOSHUA MEINNERT | 5557 JAMES AVE N | BROOKLYN CENTER | $767.13 |
| 23007 | 0013510001 | KERI JORGES | 7207 HALIFAX AVE N | BROOKLYN CENTER | $767.88 |
| 23007 | 0091270001 | FRANCIS CROWLEY | 6225 BRYANT AVE N | BROOKLYN CENTER | $769.79 |
| 23007 | 0049250300 | JOANN GILBAUGH | 5833 SHORES DR | BROOKLYN CENTER | $770.80 |
| 23007 | 0021930008 | CASSANDRA CARLSON | 7048 EMERSON AVE N | BROOKLYN CENTER | $771.05 |
| 23007 | 0089040002 | MARTIN MCDONAL | 5951 EMERSON AVE N | BROOKLYN CENTER | $775.57 |
| 23007 | 0065420009 | AMY E SCHNEIDER | 3800 52ND AVE N | BROOKLYN CENTER | $776.89 |
| 23007 | 0010630000 | JOHN OTTO | 6943 DREW AVE N | BROOKLYN CENTER | $777.64 |
| 23007 | 0010430005 | MICHAEL MCKINLEY | 6936 EWING AVE N | BROOKLYN CENTER | $777.89 |
| 23007 | 0099990786 | RESIDENT | 6061 BROOKLYN BLVD | BROOKLYN CENTER | $778.71 |
| 23007 | 0027030000 | OUTAY SOURIYAVONG | 6126 JUNE AVE N | BROOKLYN CENTER | $778.93 |
| 23007 | 0064340000 | DIANE MACKI | 5221 DREW AVE N | BROOKLYN CENTER | $779.64 |
| 23007 | 0049220600 | MICHAEL TORKELSON | 5835 LAKE CURVE LA | BROOKLYN CENTER | $780.06 |
| 23007 | 0016070003 | COREY SCHUCK | 4200 WOODBINE LA | BROOKLYN CENTER | $780.31 |
| 23007 | 0060250201 | ANGELA MEEKS | 6769 HUMBOLDT AVE N | BROOKLYN CENTER | $783.19 |
| 23007 | 0011550009 | ANDREW NEW | 7207 PALMER LAKE DR W | BROOKLYN CENTER | $783.48 |
| 23007 | 0085300009 | MICHAEL JOHNSTON | 5326 HUMBOLDT AVE N | BROOKLYN CENTER | $783.98 |
| 23007 | 0010510004 | JENNA WATSON | 7036 EWING AVE N | BROOKLYN CENTER | $783.98 |
| 23007 | 0080810002 | JAYSON BOTTEM | 5601 ALDRICH AVE N | BROOKLYN CENTER | $784.73 |
| 23007 | 0014540007 | AMERICAN BEST HOMECARE | 7100 BROOKLYN BLVD | BROOKLYN CENTER | $785.21 |
| 23007 | 0034690007 | MOHAMED D HASSAN | 6407 BROOKLYN DR | BROOKLYN CENTER | $786.40 |
| 23007 | 0011120008 | LAMAR WALKER | 7030 NEWTON AVE N | BROOKLYN CENTER | $786.90 |

| | | | | | |
|---|---|---|---|---|---|
| 23007 | 0071180001 | FOZIA ABASHAM | 5300 QUEEN AVE N | BROOKLYN CENTER | $787.40 |
| 23007 | 0023370005 | NICOLE THAYER | 720 69TH AVE N | BROOKLYN CENTER | $787.65 |
| 23007 | 0006371304 | KARGAWOE VAYE | 5435 PONDS DR | BROOKLYN CENTER | $788.07 |
| 23007 | 0090820004 | TOUA VANG | 921 58TH AVE N | BROOKLYN CENTER | $788.19 |
| 23007 | 0030740009 | ALAN GUERNSEY | 3509 66TH AVE N | BROOKLYN CENTER | $789.48 |
| 23007 | 0056770006 | GREGORY EDWARDS | 6713 5TH ST N | BROOKLYN CENTER | $789.49 |
| 23007 | 0064140004 | LORRAINE SETHER | 5100 DREW AVE N | BROOKLYN CENTER | $789.75 |
| 23007 | 0012360009 | EVA ENCINAS | 7100 LOGAN AVE N | BROOKLYN CENTER | $790.07 |
| 23007 | 0012640007 | STACY BROWN | 7100 GRIMES AVE N | BROOKLYN CENTER | $790.82 |
| 23007 | 0044630001 | CORINE WALKER | 3824 FRANCE PL | BROOKLYN CENTER | $791.74 |
| 23007 | 0086440007 | SPIRIT & TRUTH WORSHIP CHAPEL | 5840 LILAC DR N | BROOKLYN CENTER | $792.08 |
| 23007 | 0087960003 | ROMAN KAASA | 6101 FREMONT AVE N | BROOKLYN CENTER | $793.49 |
| 23007 | 0010390001 | KARI DRISTE | 7007 EWING AVE N | BROOKLYN CENTER | $793.99 |
| 23007 | 0060170409 | MARIE HAMMONDS | 1315 67TH LN N | BROOKLYN CENTER | $793.99 |
| 23007 | 0092340001 | JOSHUA WHETSTINE | 810 61ST AVE N | BROOKLYN CENTER | $794.26 |
| 23007 | 0022500007 | WILLIAM A HILL | 6313 ORCHARD AVE N | BROOKLYN CENTER | $795.61 |
| 23007 | 0010530009 | ELWOOD JANGABA JR | 2119 70TH AVE N | BROOKLYN CENTER | $796.39 |
| 23007 | 0010760005 | SARAH DAVIS | 7040 DREW AVE N | BROOKLYN CENTER | $797.16 |
| 23007 | 0060930000 | RESIDENT | 6713 ALDRICH AVE N | BROOKLYN CENTER | $797.87 |
| 23007 | 0004360408 | TYSHALA BROOKS | 7206 PERRY CT E | BROOKLYN CENTER | $800.33 |
| 23007 | 0010270002 | DUSTIN BROOKS | 7219 OLIVER AVE N | BROOKLYN CENTER | $802.75 |
| 23007 | 0076210001 | DEREK BROWEN | 5540 MORGAN AVE N | BROOKLYN CENTER | $803.75 |
| 23007 | 0014390004 | KRISTOPHER WILLIAMS | 1711 73RD AVE N | BROOKLYN CENTER | $804.25 |
| 23007 | 0075780004 | KATHERINE PERKINS | 5541 LOGAN AVE N | BROOKLYN CENTER | $805.50 |
| 23007 | 0018660005 | NICOLE D CHIVERS | 6301 UNITY AVE N | BROOKLYN CENTER | $805.93 |
| 23007 | 0006388803 | SAMANTHA FARRIS | 7081 UNITY AVE N | BROOKLYN CENTER | $806.67 |
| 23007 | 0083160009 | AARON LAWSON | 5447 BRYANT AVE N | BROOKLYN CENTER | $806.67 |
| 23007 | 0046750005 | DENZEL ANDERSON | 5319 NORTHPORT DR | BROOKLYN CENTER | $807.17 |
| 23007 | 0009390004 | EK REAL ESTATE FUND I, LLC | 6800 ABBOTT AVE N | BROOKLYN CENTER | $807.17 |
| 23007 | 0018090005 | TODD ELFTMANN | 6237 QUAIL AVE N | BROOKLYN CENTER | $807.17 |
| 23007 | 0020160003 | SUSANNAH K GUAH | 7100 HUMBOLDT AVE N | BROOKLYN CENTER | $808.67 |
| 23007 | 0021240001 | TRELISHA NEELY | 6401 REGENT AVE N | BROOKLYN CENTER | $809.21 |
| 23007 | 0073060003 | SCOTT HOLTHUS | 1821 55TH AVE N | BROOKLYN CENTER | $813.01 |
| 23007 | 0020620006 | JEROME OLVERA | 7225 GIRARD AVE N | BROOKLYN CENTER | $814.26 |
| 23007 | 0020580002 | JASON SPRANDEL | 7207 GIRARD AVE N | BROOKLYN CENTER | $814.76 |
| 23007 | 0048130008 | PAUL ZHENG | 5719 HALIFAX AVE N | BROOKLYN CENTER | $815.69 |
| 23007 | 0058470001 | MARCO RODRIGUEZ | 6645 BRYANT AVE N | BROOKLYN CENTER | $816.18 |

| | | | | | |
|---|---|---|---|---|---|
| 23007 | 0025440003 | MAI LEE | 6200 LEE AVE N | BROOKLYN CENTER | $817.07 |
| 23007 | 0014950008 | GORPU DANIELS | 4507 71ST AVE N | BROOKLYN CENTER | $817.43 |
| 23007 | 0022190008 | TUOQUELLIE G NIAGAWOE JR | 7001 DUPONT AVE N | BROOKLYN CENTER | $817.43 |
| 23007 | 0004090005 | SEAN SULLIVAN | 6933 MAJOR AVE N | BROOKLYN CENTER | $820.10 |
| 23007 | 0072220004 | FRANCIS SANTOS PERDOMO | 5400 OLIVER AVE N | BROOKLYN CENTER | $820.36 |
| 23007 | 0015730003 | CARRIE MOTARJEMI | 7112 JUNE AVE N | BROOKLYN CENTER | $821.10 |
| 23007 | 0079340003 | LAURA CULVER | 5511 EMERSON AVE N | BROOKLYN CENTER | $821.64 |
| 23007 | 0033920009 | STANLEY MCGEE | 3006 63RD AVE N | BROOKLYN CENTER | $821.77 |
| 23007 | 0006384208 | JAZZ PROPERTIES MN | 5325 70TH CIR | BROOKLYN CENTER | $821.87 |
| 23007 | 0074080000 | CHRISTINE HENSLEY | 5413 IRVING AVE N | BROOKLYN CENTER | $822.52 |
| 23007 | 0076070009 | REBECCA BEACH | 2112 BROOKVIEW DR | BROOKLYN CENTER | $823.34 |
| 23007 | 0010560009 | TIMOTHY J GRAHAM | 7037 DREW AVE N | BROOKLYN CENTER | $823.77 |
| 23007 | 0075350006 | HOUSING UNLIMITED LLC | 5540 KNOX AVE N | BROOKLYN CENTER | $825.94 |
| 23007 | 0018270003 | MING YANG | 6119 PERRY AVE N | BROOKLYN CENTER | $826.89 |
| 23007 | 0012690009 | LUE MOUA | 1601 IRVING LA N | BROOKLYN CENTER | $827.19 |
| 23007 | 0073210004 | ANA NOLASCO | 5316 LOGAN AVE N | BROOKLYN CENTER | $830.11 |
| 23007 | 0020170002 | MARCOS FUENTES | 7042 HUMBOLDT AVE N | BROOKLYN CENTER | $831.57 |
| 23007 | 0036010006 | CHRISTANYA WILLIAMS | 3224 62ND AVE N | BROOKLYN CENTER | $831.57 |
| 23007 | 0007570003 | FRANK TOUGAS | 6743 EWING AVE N | BROOKLYN CENTER | $833.03 |
| 23007 | 0010070009 | JANNETTE AFFIONG ACHALE EPSE AYUK | 6924 FRANCE AVE N | BROOKLYN CENTER | $833.53 |
| 23007 | 0016260406 | THOMAS HAGFORD | 6812 YORK PL | BROOKLYN CENTER | $833.53 |
| 23007 | 0006375800 | PATRICIA SELMA | 5400 PONDS DR | BROOKLYN CENTER | $833.70 |
| 23007 | 0040770009 | NICHOLAS JONAS | 5821 DREW AVE N | BROOKLYN CENTER | $836.70 |
| 23007 | 0016150003 | SIERRA PLUNKETT | 4406 WOODBINE LA | BROOKLYN CENTER | $837.45 |
| 23007 | 0081930007 | NATHAN NEWBERG | 5337 LYNDALE AVE N | BROOKLYN CENTER | $838.45 |
| 23007 | 0010180006 | RACHEL GILBERT | 7042 FRANCE AVE N | BROOKLYN CENTER | $839.37 |
| 23007 | 0039430003 | MATILDA DOUGLAS | 6013 XERXES AVE N | BROOKLYN CENTER | $839.62 |
| 23007 | 0075610003 | CHRISTOPHER HAMMOND | 5626 LOGAN AVE N | BROOKLYN CENTER | $839.62 |
| 23007 | 0037090007 | LINDA ROBERTS | 3319 63RD AVE N | BROOKLYN CENTER | $839.87 |
| 23007 | 0014400001 | RHONDA TROTTER | 7236 KNOX AVE N | BROOKLYN CENTER | $840.12 |
| 23007 | 0042920008 | BRENDA HARDIN-THOMPSON | 5843 HALIFAX AVE N | BROOKLYN CENTER | $841.04 |
| 23007 | 0042850007 | ISABEL ORBE | 5801 HALIFAX AVE N | BROOKLYN CENTER | $843.29 |
| 23007 | 0005700008 | MICHAEL BRADFORD | 7001 QUAIL AVE N | BROOKLYN CENTER | $844.04 |
| 23007 | 0013740004 | AHMED HASSAN | 4301 71ST AVE N | BROOKLYN CENTER | $844.29 |
| 23007 | 0060181604 | LISA VITA | 1328 68TH LN N | BROOKLYN CENTER | $844.54 |
| 23007 | 0074440006 | LYLE L LATZIG | 5413 HUMBOLDT AVE N | BROOKLYN CENTER | $844.71 |
| 23007 | 0007420100 | WALTER ROBINSON | 6744 FRANCE AVE N | BROOKLYN CENTER | $845.77 |

| | | | | | |
|---|---|---|---|---|---|
| 23007 | 0009350008 | LATESHIA R ROBERTS | 6825 ZENITH AVE N | BROOKLYN CENTER | $846.96 |
| 23007 | 0060410104 | ADAM NOVAK | 4825 TWIN LAKE AVE | BROOKLYN CENTER | $847.38 |
| 23007 | 0014090000 | SEIGONGHYR KORTI | 7121 KNOX AVE N | BROOKLYN CENTER | $850.13 |
| 23007 | 0003900006 | DIANE BAER | 6915 LEE AVE N | BROOKLYN CENTER | $850.63 |
| 23007 | 0004180509 | RICKEY D RUCKER, SR | 7106 PERRY PL | BROOKLYN CENTER | $850.63 |
| 23007 | 0089790002 | WILLIAM BACKEN | 5935 DUPONT AVE N | BROOKLYN CENTER | $851.41 |
| 23007 | 0056700201 | CYRUS MCCLAIN | 6644 CAMDEN DR | BROOKLYN CENTER | $853.30 |
| 23007 | 0083720000 | JESSICA PEARSON | 5301 COLFAX AVE N | BROOKLYN CENTER | $853.30 |
| 23007 | 0075060001 | JEANNIE GILDEMEISTER | 5520 JAMES AVE N | BROOKLYN CENTER | $853.80 |
| 23007 | 0065640002 | BRIAN SOMKHAN | 5256 TWIN LAKE BLVD E | BROOKLYN CENTER | $860.14 |
| 23007 | 0001070000 | KRISTEN SCHMITTOU | 6725 REGENT AVE N | BROOKLYN CENTER | $863.06 |
| 23007 | 0073920008 | SANTIA LEIVA | 5320 JAMES AVE N | BROOKLYN CENTER | $863.98 |
| 23007 | 0007440009 | SANDRA ADAME CAMACHO ET AL | 6806 FRANCE AVE N | BROOKLYN CENTER | $864.73 |
| 23007 | 0035500007 | PERRY MARTIN | 3117 LAWRENCE RD | BROOKLYN CENTER | $864.73 |
| 23007 | 0004350508 | CHRISTINE OGONGO | 4906 WINGARD PL | BROOKLYN CENTER | $866.23 |
| 23007 | 0004920003 | EVYLIN W ODELANA | 7042 QUAIL AVE N | BROOKLYN CENTER | $866.98 |
| 23007 | 0072890004 | ANA KAREN GONZALEZ HERNANDEZ | 5311 LOGAN AVE N | BROOKLYN CENTER | $868.40 |
| 23007 | 0013370000 | STANLEY JONES | 4008 72ND AVE N | BROOKLYN CENTER | $868.40 |
| 23007 | 0008950006 | LAMON GARCIA | 3301 68TH AVE N | BROOKLYN CENTER | $869.65 |
| 23007 | 0064950006 | WILLIAM KRIER | 5125 EWING AVE N | BROOKLYN CENTER | $869.65 |
| 23007 | 0056700805 | WELLS BOVARD | 6628 CAMDEN DR | BROOKLYN CENTER | $870.64 |
| 23007 | 0083280005 | DARIEN INMAN | 5321 BRYANT AVE N | BROOKLYN CENTER | $870.90 |
| 23007 | 0004210306 | BRIAN MASTIN | 7110 QUAIL CIR E | BROOKLYN CENTER | $873.32 |
| 23007 | 0093040006 | JEFF SMITH | 600 62ND AVE N | BROOKLYN CENTER | $876.21 |
| 23007 | 0060050007 | JOHN E LEE | 6733 EMERSON AVE N | BROOKLYN CENTER | $876.24 |
| 23007 | 0013150006 | STEPHEN SHOCKENCY | 7000 HALIFAX AVE N | BROOKLYN CENTER | $877.49 |
| 23007 | 0043740009 | JUSTIN SCHWINGLE | 5919 JUNE AVE N | BROOKLYN CENTER | $883.08 |
| 23007 | 0090670003 | NICK J DOUCETTE | 5919 COLFAX AVE N | BROOKLYN CENTER | $883.23 |
| 23007 | 0072020008 | FRANCISCO HERNANDEZ JR | 2107 55TH AVE N | BROOKLYN CENTER | $883.58 |
| 23007 | 0006393100 | FELICIA DAVIS | 5420 71ST CIR | BROOKLYN CENTER | $885.50 |
| 23007 | 0006385601 | MUSTAPHA CONTEH | 5354 70TH CIR | BROOKLYN CENTER | $888.62 |
| 23007 | 0033650002 | ALBERT D COOKE | 3313 POE RD | BROOKLYN CENTER | $889.42 |
| 23007 | 0060790305 | FLORENCE NCHOTLE | 1601 68TH LN N | BROOKLYN CENTER | $889.42 |
| 23007 | 0041520007 | VICTOR GONZALEZ | 6007 PEARSON DR | BROOKLYN CENTER | $889.67 |
| 23007 | 0006392300 | ELIZA MORRIS | 5332 71ST CIR | BROOKLYN CENTER | $891.09 |
| 23007 | 0083080009 | MELISSA KINSEY | 5418 BRYANT AVE N | BROOKLYN CENTER | $893.09 |
| 23007 | 0067450004 | DEKONTEE GLEEKIA | 5127 FRANCE AVE N | BROOKLYN CENTER | $893.34 |

| | | | | | |
|---|---|---|---|---|---|
| 23007 | 0061170002 | MICHAEL WEDERATH | 6724 ALDRICH AVE N | BROOKLYN CENTER | $895.26 |
| 23007 | 0020550004 | GARY DAVIS | 6407 PERRY AVE N | BROOKLYN CENTER | $896.33 |
| 23007 | 0011980005 | JOHN L WEBB | 7001 LOGAN AVE N | BROOKLYN CENTER | $896.47 |
| 23007 | 0060820409 | HIMIE FREEMAN | 6708 IRVING PL N | BROOKLYN CENTER | $896.51 |
| 23007 | 0071050006 | ROSHANDA WALTON | 3000 53RD AVE N | BROOKLYN CENTER | $897.01 |
| 23007 | 0083680006 | PENSCO TRUST CO CUSTODIAN FBO GAY JOHN | 5327 COLFAX AVE N | BROOKLYN CENTER | $897.47 |
| 23007 | 0006378606 | UNITY PLACE | 7268 UNITY AVE N | BROOKLYN CENTER | $897.84 |
| 23007 | 0010250007 | STEPHANIE SWEEZY | 7130 FRANCE AVE N | BROOKLYN CENTER | $898.93 |
| 23007 | 0011000005 | DAVID WYLIE | 6943 PALMER LAKE DR W | BROOKLYN CENTER | $900.43 |
| 23007 | 0076750006 | KEVIN SMITH | 2306 ERICON DR | BROOKLYN CENTER | $901.85 |
| 23007 | 0080460006 | DAVID LAFAVOR | 907 57TH AVE N | BROOKLYN CENTER | $904.41 |
| 23007 | 0006399206 | GLENN L MITCHELL SR | 7157 UNITY AVE N | BROOKLYN CENTER | $905.02 |
| 23007 | 0004330203 | LINA SALAH | 7217 PERRY CT E | BROOKLYN CENTER | $905.77 |
| 23007 | 0032120007 | JEFF SCHOENBERG | 3012 66TH AVE N | BROOKLYN CENTER | $907.48 |
| 23007 | 0042830009 | GERMEL SPEARS | 5918 ADMIRAL LA | BROOKLYN CENTER | $908.35 |
| 23007 | 0020080003 | MATTHEW ANDERSON | 7204 HUMBOLDT AVE N | BROOKLYN CENTER | $908.69 |
| 23007 | 0008650005 | BPC SHINGLE CREEK HOLDINGS LLC | 6000 SHINGLE CREEK PKWY | BROOKLYN CENTER | $909.06 |
| 23007 | 0011870008 | JAMES ANDERSON | 6912 MORGAN AVE N | BROOKLYN CENTER | $909.19 |
| 23007 | 0010090007 | LUIS AYALA | 6936 FRANCE AVE N | BROOKLYN CENTER | $910.88 |
| 23007 | 0013790009 | SHIRLEY GAGNON | 4407 71ST AVE N | BROOKLYN CENTER | $913.61 |
| 23007 | 0084250007 | MICHAEL MUNSON | 5424 EMERSON AVE N | BROOKLYN CENTER | $918.12 |
| 23007 | 0079210008 | STEPHEN DOSSETT | 5620 FREMONT AVE N | BROOKLYN CENTER | $918.70 |
| 23007 | 0009490002 | EUGENE SUGGS | 6806 BEARD AVE N | BROOKLYN CENTER | $919.45 |
| 23007 | 0033180000 | BRANDON WHITE | 3013 64TH AVE N | BROOKLYN CENTER | $921.14 |
| 23007 | 0041070003 | SALAM INC | 6019 BROOKLYN BLVD | BROOKLYN CENTER | $921.87 |
| 23007 | 0037790002 | JOSIAH RASUGU | 6223 BROOKLYN DR | BROOKLYN CENTER | $922.23 |
| 23007 | 0011080007 | ERICK EDSTROM | 3616 VIOLET AVE | BROOKLYN CENTER | $922.87 |
| 23007 | 0021650002 | DAVID FIEDLER | 7049 EMERSON AVE N | BROOKLYN CENTER | $924.62 |
| 23007 | 0020540006 | PEARSALL PROPERTIES LLC | 7119 GIRARD AVE N | BROOKLYN CENTER | $930.40 |
| 23007 | 0059650007 | JEROME T DOE | 6807 DUPONT AVE N | BROOKLYN CENTER | $936.90 |
| 23007 | 0081120005 | TAYLOR WOODWICK | 520 56TH AVE N | BROOKLYN CENTER | $940.84 |
| 23007 | 0037470001 | PRESTLY GALIAH | 2712 NASH RD | BROOKLYN CENTER | $942.14 |
| 23007 | 0060792004 | DAOUDA TRORE | 1612 68TH LN N | BROOKLYN CENTER | $948.48 |
| 23007 | 0026610000 | AMBER ERVING | 6113 JUNE AVE N | BROOKLYN CENTER | $950.73 |
| 23007 | 0051600000 | SAMUEL OPARE-ADDO | 6931 WILLOW LA N | BROOKLYN CENTER | $952.15 |
| 23007 | 0091560005 | ALEXIS LEPPO | 5835 BRYANT AVE N | BROOKLYN CENTER | $954.07 |
| 23007 | 0043050003 | SUZANNE BUSS | 6001 HALIFAX PL | BROOKLYN CENTER | $954.82 |

| | | | | | |
|---|---|---|---|---|---|
| 23007 | 0067150000 | JOHNNY GILBERT | 3847 OAK ST | BROOKLYN CENTER | $955.07 |
| 23007 | 0039020002 | LERNELL D JAMES | 5836 WASHBURN AVE N | BROOKLYN CENTER | $955.32 |
| 23007 | 0001380003 | DENNA RUCKER | 6719 QUAIL AVE N | BROOKLYN CENTER | $957.74 |
| 23007 | 0013780000 | JAMES JON MIDTAUNE | 4401 71ST AVE N | BROOKLYN CENTER | $960.55 |
| 23007 | 0075170008 | BERNADETTE ANDERSON | 5603 JAMES AVE N | BROOKLYN CENTER | $963.83 |
| 23007 | 0016310102 | ROBERT WALKER | 2904 67TH LN N | BROOKLYN CENTER | $964.85 |
| 23007 | 0068940003 | JOSE RECINOS-ROGUE | 5018 ABBOTT AVE N | BROOKLYN CENTER | $965.08 |
| 23007 | 0006392508 | COLLEEN PATRICK | 5344 71ST CIR | BROOKLYN CENTER | $968.13 |
| 23007 | 0064440008 | DARNELL HARRIS | 5111 DREW AVE N | BROOKLYN CENTER | $973.37 |
| 23007 | 0033950006 | GORDON STAFF | 2918 63RD AVE N | BROOKLYN CENTER | $974.12 |
| 23007 | 0069390000 | MIQUEL HERNANDEZ ORTIZ | 4911 BROOKLYN BLVD | BROOKLYN CENTER | $977.01 |
| 23007 | 0010280004 | CYNTHIA HOSKINS | 7119 EWING AVE N | BROOKLYN CENTER | $983.06 |
| 23007 | 0021210005 | BRENDA ROBERTS | 1301 72ND AVE N | BROOKLYN CENTER | $983.28 |
| 23007 | 0022620003 | FATIMAH JOHNSON | 6406 ORCHARD AVE N | BROOKLYN CENTER | $984.23 |
| 23007 | 0059350004 | CARRIE MOTARJEMI | 6642 DUPONT AVE N | BROOKLYN CENTER | $987.52 |
| 23007 | 0088590007 | QUEENA SLOAN | 5914 FREMONT AVE N | BROOKLYN CENTER | $990.21 |
| 23007 | 0000790004 | KAREN EDEBURN | 6801 SCOTT AVE N | BROOKLYN CENTER | $990.78 |
| 23007 | 0006377806 | LYNN DAVIS | 5442 PONDS DR | BROOKLYN CENTER | $994.30 |
| 23007 | 0045120002 | FELICHA SHANNON | 3913 BURQUEST LA | BROOKLYN CENTER | $997.31 |
| 23007 | 0084340006 | VISHAL CHAINSUKH | 5435 EMERSON AVE N | BROOKLYN CENTER | $1,004.64 |
| 23007 | 0007880006 | MICHAEL MILLER | 6801 DREW AVE N | BROOKLYN CENTER | $1,007.79 |
| 23007 | 0013130008 | C4D, LLC | 6930 HALIFAX AVE N | BROOKLYN CENTER | $1,010.71 |
| 23007 | 0075080009 | NATALIE BRANCH | 5500 JAMES AVE N | BROOKLYN CENTER | $1,010.97 |
| 23007 | 0039530000 | DAWN SAUL | 5936 YORK AVE N | BROOKLYN CENTER | $1,010.99 |
| 23007 | 0060860100 | OLUWAKEMI ALALE | 4040 LAKESIDE AVE | BROOKLYN CENTER | $1,020.13 |
| 23007 | 0001420007 | JOSEPH PASCHKA | 6801 QUAIL AVE N | BROOKLYN CENTER | $1,020.25 |
| 23007 | 0006400400 | PROPER KOFI OHENE, SR | 7205 UNITY AVE N | BROOKLYN CENTER | $1,021.72 |
| 23007 | 0004060008 | DAN DEMPSEY | 6915 MAJOR AVE N | BROOKLYN CENTER | $1,024.91 |
| 23007 | 0000700003 | KIMBERLY SYKES | 6736 TOLEDO AVE N | BROOKLYN CENTER | $1,034.31 |
| 23007 | 0080700005 | GER CHANG | 5531 CAMDEN AVE N | BROOKLYN CENTER | $1,037.88 |
| 23007 | 0036370004 | FAYSAL OMAR | 3206 MUMFORD RD | BROOKLYN CENTER | $1,038.42 |
| 23007 | 0079630007 | JANELL BROMAN | 5546 EMERSON AVE N | BROOKLYN CENTER | $1,038.86 |
| 23007 | 0012990003 | LARKIN STREET HOMES, LLC | 1713 70TH AVE N | BROOKLYN CENTER | $1,042.63 |
| 23007 | 0039960009 | PAMELA ARNESON | 5901 ZENITH AVE N | BROOKLYN CENTER | $1,050.92 |
| 23007 | 0032220005 | TINA KNUTH | 3119 66TH AVE N | BROOKLYN CENTER | $1,051.12 |
| 23007 | 0033030007 | ANDREA MOY | 3224 64TH AVE N | BROOKLYN CENTER | $1,053.06 |
| 23007 | 0010280308 | PHILISHA LOCKHART | 2116 73RD AVE N | BROOKLYN CENTER | $1,055.57 |

| | | | | | |
|---|---|---|---|---|---|
| 23007 | 0060950008 | DEB NOLEN | 6725 ALDRICH AVE N | BROOKLYN CENTER | $1,058.36 |
| 23007 | 0060090003 | JOHN SOLOMON | 6819 EMERSON AVE N | BROOKLYN CENTER | $1,067.42 |
| 23007 | 0006374803 | SHANTE MCGOWAN | 5304 PONDS DR | BROOKLYN CENTER | $1,081.82 |
| 23007 | 0033120006 | AIMEE COMBS | 3100 64TH AVE N | BROOKLYN CENTER | $1,086.38 |
| 23007 | 0005740004 | ESTEFANIA CALDERON | 6919 QUAIL AVE N | BROOKLYN CENTER | $1,087.15 |
| 23007 | 0006030009 | ROBERTO CASTRUITA | 5106 70TH AVE N | BROOKLYN CENTER | $1,092.87 |
| 23007 | 0046650007 | CANDICE KRISTIAN DIOR MOBLEY MEANCHOP | 3600 53RD AVE N | BROOKLYN CENTER | $1,102.97 |
| 23007 | 0074520005 | CRAIG KROPELNICKI | 5501 HUMBOLDT AVE N | BROOKLYN CENTER | $1,106.89 |
| 23007 | 0073170000 | WOLLOR JAPPAH | 5338 LOGAN AVE N | BROOKLYN CENTER | $1,118.40 |
| 23007 | 0020610006 | BILLY STALEY | 6319 PERRY AVE N | BROOKLYN CENTER | $1,121.49 |
| 23007 | 0019440001 | CHOU YANG | 5231 HOWE LA | BROOKLYN CENTER | $1,150.51 |
| 23007 | 0015180001 | ELVIR A PINEDA SILVA | 7215 LEE AVE N | BROOKLYN CENTER | $1,167.27 |
| 23007 | 0083880002 | MONU KROMAH | 5438 DUPONT AVE N | BROOKLYN CENTER | $1,170.43 |
| 23007 | 0065430008 | JOSEPH A NOURIE | 3806 52ND AVE N | BROOKLYN CENTER | $1,172.41 |
| 23007 | 0005880008 | BINALAYEFA NAGBERI-OKOLAKPA | 7024 REGENT AVE N | BROOKLYN CENTER | $1,207.16 |
| 23007 | 0083620002 | YENNI DEL CARMEN FLORES ESTRADA | 5357 COLFAX AVE N | BROOKLYN CENTER | $1,221.44 |
| 23007 | 0010360004 | AMENAN PAMEL KOUADIO | 7025 EWING AVE N | BROOKLYN CENTER | $1,221.59 |
| 23007 | 0084110003 | WRIGHT TEAM PROPERTIES LLC | 5301 DUPONT AVE N | BROOKLYN CENTER | $1,251.39 |
| 23007 | 0048160005 | MUSTAPHA FOFANAH | 4007 58TH AVE N | BROOKLYN CENTER | $1,260.64 |
| 23007 | 0010080005 | VANGMEE LEE | 6919 OLIVER AVE N | BROOKLYN CENTER | $1,261.85 |
| 23007 | 0044440005 | DORCAS N MATARA | 5718 DREW AVE N | BROOKLYN CENTER | $1,289.89 |
| 23007 | 0075770005 | AMY BAILEY | 5533 LOGAN AVE N | BROOKLYN CENTER | $1,295.78 |
| 23007 | 0001360005 | DARIUS GILES | 6707 QUAIL AVE N | BROOKLYN CENTER | $1,298.64 |
| 23007 | 0020670001 | DUCHESS WALKER | 7236 GIRARD AVE N | BROOKLYN CENTER | $1,305.99 |
| 23007 | 0006100000 | PHILL SMOGER | 6906 SCOTT AVE N | BROOKLYN CENTER | $1,309.69 |
| 23007 | 0063990003 | AMERICAN WILDLIFE ART GALLERIES LLC | 3607 50TH AVE N | BROOKLYN CENTER | $1,311.24 |
| 23007 | 0065040005 | STEFANIE NELSON | 5019 EWING AVE N | BROOKLYN CENTER | $1,339.46 |
| 23007 | 0029600008 | EDWARD HELD | 4413 66TH AVE N | BROOKLYN CENTER | $1,431.97 |
| 23007 | 0021880004 | BEVERLY KILLEBREW | 5318 ELEANOR LA | BROOKLYN CENTER | $1,470.71 |
| 23007 | 0060480008 | JUDD DUININCK | 4216 LAKEBREEZE AVE | BROOKLYN CENTER | $1,482.85 |
| 23007 | 0009040005 | MENIKA HORTON | 3007 68TH AVE N | BROOKLYN CENTER | $1,485.44 |
| 23007 | 0071390006 | DUC LE | 5414 QUEEN AVE N | BROOKLYN CENTER | $1,491.23 |
| 23007 | 0079540008 | LECESTER GLOVER | 5642 EMERSON AVE N | BROOKLYN CENTER | $1,521.70 |
| 23007 | 0044200003 | KENNETH HILL | 3501 ADMIRAL LA | BROOKLYN CENTER | $1,543.36 |
| 23007 | 0014480014 | BLVD PLAZA ASSOC | 7038 BROOKLYN BLVD | BROOKLYN CENTER | $1,596.48 |
| 23007 | 0035270106 | BC AM LITTLE LEAGUE | 6030 VINCENT AVE N | BROOKLYN CENTER | $1,620.37 |
| 23007 | 0032980004 | VICTOR REYES | 6406 BEARD AVE N | BROOKLYN CENTER | $1,722.00 |

| | | | | | |
|---|---|---|---|---|---|
| 23007 | 0085340005 | JUSU LEO KWEYETEH | 5400 HUMBOLDT AVE N | BROOKLYN CENTER | $1,794.11 |
| 23007 | 0019160005 | AUGUSTINE SACKOR | 4900 HOWE LA | BROOKLYN CENTER | $1,829.19 |
| 23007 | 0015260001 | DELARNAS MCGHEE | 7118 LEE AVE N | BROOKLYN CENTER | $1,906.03 |
| 23007 | 0073390004 | ALEE XIAHUE | 5433 KNOX AVE N | BROOKLYN CENTER | $1,962.34 |
| 23007 | 0001610003 | IKRAN HASSAN | 6718 QUAIL AVE N | BROOKLYN CENTER | $1,984.61 |
| 23007 | 0006380008 | MALLARD CREEK TWNHSE | 6900 UNITY AVE N | BROOKLYN CENTER | $2,066.08 |
| 23007 | 0035380004 | JEHOVAHJIREH CHURCH OF GOD | 6120 XERXES AVE N | BROOKLYN CENTER | $2,129.74 |
| 23007 | 0025470000 | MELECIO NAVA | 6218 LEE AVE N | BROOKLYN CENTER | $2,193.64 |
| 23007 | 0086920008 | DANIELLE SAMUEL | 5742 JAMES AVE N | BROOKLYN CENTER | $2,342.43 |
| 23007 | 0099992145 | PARKLAWN PROPERTIES, L.L.C. | 6940 BROOKLYN BLVD | BROOKLYN CENTER | $2,455.85 |
| 23007 | 0099990376 | BEHIVE BRANDS LLC | 1180 SHINGLE CREEK XING STE 112 | BROOKLYN CENTER | $2,612.89 |
| 23007 | 0049210502 | KEVIN SCHRAMMEN | 5845 LAKE CURVE LA | BROOKLYN CENTER | $2,622.15 |
| 23007 | 0015410002 | VERNOISE BOOKER | 7201 KYLE AVE N | BROOKLYN CENTER | $2,936.80 |
| 23007 | 0022650000 | LUIS EDUARDO GONZALEZ | 6424 ORCHARD AVE N | BROOKLYN CENTER | $3,165.08 |
| 23007 | 0086410000 | FARNAZ TOUSSI | 5830 LOGAN AVE N | BROOKLYN CENTER | $3,227.58 |
| 23007 | 0086380005 | FARNAZ TOUSSI | 5800 LOGAN AVE N | BROOKLYN CENTER | $3,236.60 |
| 23007 | 0005790009 | DENA SPRAGGINS | 6906 REGENT AVE N | BROOKLYN CENTER | $3,634.19 |
| 23007 | 0008450000 | TKS BROOKLYN CENTER LLC | 6200 SHINGLE CREEK PKWY | BROOKLYN CENTER | $4,288.12 |
| 23007 | 0006090003 | CHERYL ROGERS | 6900 SCOTT AVE N | BROOKLYN CENTER | $5,079.67 |
| 23007 | 0060470007 | JM GRUNDTNER FAMILY REVOCABLE LIVING TR | 1700 FREEWAY BLVD | BROOKLYN CENTER | $5,292.61 |
| 23007 | 0008200009 | TKS BROOKLYN CENTER LLC | 6300 SHINGLE CREEK PKWY | BROOKLYN CENTER | $5,445.73 |
| 23007 | 0080340000 | JEFFREY S MITCHELL | 5513 BRYANT AVE N | BROOKLYN CENTER | $6,703.70 |
| 23007 | 0016020008 | MARTHA SAAH | 7218 INDIANA AVE N | BROOKLYN CENTER | $7,068.33 |
| 23007 | 0016360008 | WAYNE BROWN | 2590 FREEWAY BLVD | BROOKLYN CENTER | $7,433.88 |
| 23007 | 0060420002 | MISSISSIPPI VALLEY PROP LLC | 6440 JAMES CIR N | BROOKLYN CENTER | $7,438.06 |
| 23007 | 0049430001 | TWIN LK N APT | 4532 58TH AVE N | BROOKLYN CENTER | $7,572.35 |
| 23007 | 0072340000 | LARRY COX | 5307 NEWTON AVE N | BROOKLYN CENTER | $8,434.43 |
| 23007 | 0000980001 | LEROY EDEBURN | 6724 SCOTT AVE N | BROOKLYN CENTER | $8,616.31 |
| 23007 | 0008570005 | STAR OF THE NORTH PROPERTIES | 5951 EARLE BROWN DR | BROOKLYN CENTER | $9,999.26 |
| 23007 | 0018430003 | EDUCATIONAL PROPS II LLC | 6201 NOBLE AVE N | BROOKLYN CENTER | $14,469.66 |

**Total Number of Accounts: 622** **Total $582,021.22**

# Special Assessment Public Hearing

## Delinquent Utilities

City Council Meeting, October 23, 2023

Angela Holm, Finance Director

# Special Assessment Background

- Minnesota State law allows cities to recover costs of certain types of services through special assessments to the property
- The City incurs costs of providing public utilities, typically recovered through user charges. If these user charges remain unpaid, the costs may be assessed to the property.
- Public hearing required.

# Delinquent Utility Process

- Customer receives a regular utility bill (water/sanitary sewer/storm drainage/street light/recycling).
- Balances of $400 or more that are past due as of July 12, 2023
- Letter is sent to the customer notifying them the account is past due and amount will be certified against property taxes if not paid. Customers given the opportunity to pay outstanding bill prior to certification.
- As of October 19, 2023, no formal appeals have been made to City staff.

# Payment Options

Once an assessment roll is adopted by the Council, the owner of each property has the following options:

- Pay the entire amount of the special assessment, without interest by November 22, 2023
- Pay with taxes in 2024 with interest accrued from December 1, 2023. The total principal and total interest is due in 2024.

# Summary

- Unpaid Charges - $582,021.22
  - 2021 - $513,875.17
  - 2022 - $877,967.32
- Unpaid Accounts – 622
  - 2021 – 663
  - 2022 – 968
- 86% of certifications are under $1,000
- Current amount as of October 18, 2023

# Next Steps

- Public Hearing for Delinquent Public Utility accounts at this evening's meeting
- Customers may provide a basis for their appeal during the public hearing
- If needed, City Council may direct staff to investigate further and public hearing will be continued for those properties.
- Staff will review cases and provide a report at the upcoming City Council meeting for review by City Council

# Guidelines for Appellants

People wishing to appeal should:

- Approach the center podium and address the Council
- State their full name and their current address
- Provide the address of the property with the pending special assessment (if different)
- State the reason they think they should not have to pay the pending assessment costs
- Appellants should provide contact information to staff

# Recommended Action

- *Motion to adopt resolution certifying special assessments for delinquent public utility service accounts to the Hennepin County property tax rolls.*

# Council Regular Meeting

DATE: 10/23/2023

TO: City Council
FROM: Dr. Reggie Edwards, City Manager
THROUGH: N/A
BY: Lydia Ener, P.E., Principal Engineer

SUBJECT: Resolution Ordering Improvements and Authorizing Preparation of Plans and Specifications for Improvement Project No. 2024-01, Orchard Lane East Improvements

**Requested Council Action:**

- *Motion to:*
  - *Open the public hearing;*
  - *Take public input; and*
  - *Close the public hearing.*

- *Motion to approve a resolution ordering the Orchard Lane East Improvements, Improvement Project No. 2024-01 and authorizing preparation of project plans and specifications.*

**Background:**

A public hearing is scheduled on October 23, 2023 to consider ordering improvements and authorize preparation of plans and specifications for Improvement Project No. 2024-01. All potentially affected property owners have been notified by mail of the date of the improvement public hearing and the amount of proposed special assessments.

To gather information from the public on the project prior to feasibility, a neighborhood open house was held on August 3, 2023. Invitations for the meeting were mailed to properties and sign boards were placed in the neighborhood prior to the meeting. The goal of the meeting was to provide project information to property owners and residents, and gain input from the public on potential project upgrades. Each attendee was able to discuss how the project would impact their home. Some voiced concerns about driveway access during construction. Miscellaneous questions were asked about private utilities and the assessment process. All attendees seemed satisfied with having their questions answered, and many expressed intertest in personal follow-up when construction begins. A formal presentation of the feasibility for the project is planned at the public hearing. In addition to the neighborhood meeting, surveys regarding the project and existing conditions were mailed to residents and made available online. The majority of survey responses indicated the properties had not had issues with flooding, sanitary services, or water services. Overall, the resident responses were not in favor of additional sidewalk or street lighting.

A second neighborhood meeting is scheduled for Thursday, October 19$^{th}$. Property owners were mailed invitations to the meeting. This meeting will be a presentation style, and provide additional information on action taken by Council approving the Feasibility Report, the current progress of design, and will be an opportunity to provide more specific property impacts. In addition, the assessments included in the Feasibility Report will be available to discuss with residents or answer questions.

An assessment public hearing to consider certification of proposed special assessments for street improvements for Improvement Project No. 2024-01 will be held in December 2023. A separate Notice of Public Hearing on proposed special assessments will be sent to properties that are proposed to be assessed in November 2023.

***I. Explanation of Improvements***

The proposed project includes roadway and utility improvements within the Orchard Lane East neighborhood. On September 25, 2023, the City Council received the project feasibility report and called for a public hearing to be held on October 23, 2023, to consider these improvements.

The project feasibility report provides a description of recommended improvements for the neighborhood and an estimated project budget. The proposed improvements are as follows:

1. **Street Improvements** – Partial street reconstruction which includes full depth pavement replacement, miscellaneous repairs of concrete curb and gutter and driveway aprons, and boulevard restoration.

2. **Storm Drainage Improvements -** The recommended storm sewer improvements include replacing catch basin castings as necessary within the project areas, and replacing or repairing catch basins and laterals where deteriorated or impacted by other utility work.

3. **Water Main Improvements** - The recommended water main improvements include replacing most of the main, along with the valves and hydrants.
4. **Sanitary Sewer Improvements** - The recommended sanitary sewer improvements include lining of the main, with spot replacements as necessary.

***II. Summary of Assessments***

Special assessments are proposed as one of several funding sources for the improvements located within the project area. The 2024 special assessment rates for street improvements will be established in accordance with the City's Special Assessment Policy. The 2024 rates are anticipated to be established by the City Council on November 13, 2023.

The feasibility report includes a preliminary assessment roll identifying the affected properties, as well as the zoning designations and associated preliminary assessment. See attached Pending Assessment Roll and Assessment Map from the project feasibility report. The special assessments will not exceed the amounts on the attached special assessment roll.

<u>Assessments for Partial Street Reconstruction (Full Depth Pavement Replacement)</u>

The standard 2024 residential street assessment rate is estimated to be $4,015 for R1 & R2 zoned residential property. The properties designated R4-7 are proposed to be assessed on an area basis set by the project costs, per the City Assessment Policy.

***III. Recommended Council Procedure***

**Public Hearing to Order Improvements:** Staff recommends that a presentation be provided to the City Council prior to holding the improvement public hearing. Following the presentation, a public hearing to consider ordering the improvement project should be conducted to receive public comments. Public comments concerning special assessments should be deferred to the Assessment Public Hearing in December 2023. A resolution ordering the improvements and authorizing preparation of plans and specifications is provided for City Council consideration upon closing of the public hearing. A four-fifths

majority vote of the City Council present for the hearing is required for the improvements to proceed.

**Budget Issues:**

The proposed street and utility improvements are included in the 2023 Capital Improvement Program for the City of Brooklyn Center. The total project cost is estimated to be $ 11,792,000. Funding sources for the project are budgeted from sources as described in the project feasibility report previously accepted by the City Council on September 25, 2023. The funding source amounts that were included in the September 25, 2023 Feasibility Report are listed below:

| | |
|---|---|
| Special Assessment | $ 1,496,129.00 |
| Sanitary Sewer Utility | $ 1,990,000.00 |
| Water Utility | $ 3,978,000.00 |
| Storm Drainage Utility | $ 884,000.00 |
| Street Light Utility Fund | $ 0.00 |
| Street Reconstruction Fund | $ 3,443,871.00 |
| Total | $ 11,792,000.00 |

**Inclusive Community Engagement:**

NA

**Antiracist/Equity Policy Effect:**

NA

**Strategic Priorities and Values:**

Key Transportation Investments

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Resolution | 10/16/2023 | Resolution Letter |
| Draft Assessment Roll - Feasibility Report | 10/16/2023 | Exhibit |
| Draft Assessment Map - Feasibility Report | 10/16/2023 | Exhibit |

Member introduced the following resolution and moved its adoption:

RESOLUTION NO._____

RESOLUTION ORDERING IMPROVEMENTS AND AUTHORIZING PREPARATION OF PLANS AND SPECIFICATIONS FOR IMPROVEMENT PROJECT NO. 2024-01 ORCHARD LANE EAST IMPROVEMENTS

WHEREAS, the Brooklyn Center City Council on September 25, 2023, accepted the feasibility report for street, storm drainage and utility improvements in the area generally described as "Orchard Lane East Neighborhood", more specifically described as follows: 64th Avenue N from Noble to June; 65th Avenue N from Orchard to Brooklyn; Winchester Lane N from Noble to Indiana; 66th Avenue N from Orchard to Indiana; Martin Drive from Indiana to 65th; Indiana Avenue N from 63rd to 66th; June Avenue N from 63rd to 65th, Kyle Avenue N from 63rd to 65th; Lee Avenue N from 63rd to I-694; Major Avenue N from 64th to 65th; Kathrene Drive from 63rd to Lee; Noble Avenue N from Eleanor to 66th; Eleanor Lane from Orchard to Noble; Orchard Avenue N from 63rd to 66th.

WHEREAS, the City Council has received and accepted a feasibility report for said proposed improvements, as prepared under the City Engineer's supervision; and

WHEREAS, said improvements are necessary, cost effective and feasible as detailed in the feasibility report; and

WHEREAS, the City Council on September 25, 2023, adopted a resolution setting a date for a public hearing regarding the proposed improvements for the described improvement area; and

WHEREAS, ten days published notice of hearing was given and the hearing was held on October 23, 2023, at which time all persons desiring to be heard were given the opportunity to be heard thereon; and

WHEREAS, the City Council has considered all comments, testimony, evidence and reports offered at or prior to the October 23, 2023, hearing; and

WHEREAS, the City reasonably expects to spend monies from the Infrastructure Construction 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, special assessments or utility fees. The maximum amount of special assessment obligations expected to be issued for such project is $1,496,129.00; and

WHEREAS, the Engineering Division is prepared to develop plans and specifications for said public improvement project.

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

1. Improvement Project No. 2024-01, Orchard Lane East Improvements, are hereby ordered and the Engineering Division is authorized to prepare plans and specifications for said improvements.

2. This resolution is intended to constitute official intent to issue taxable or tax exempt reimbursement bonds for purposes of Treasury Regulations and any successor law, regulation, or ruling. This resolution will be modified to the extent required or permitted by Treasury Regulations or any successor law, regulation, or ruling.

October 23, 2023 _____
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.

**CITY OF BROOKLYN CENTER PROPOSED PENDING ASSESSMENT ROLL**

**September 25, 2023**

**2024 ORCHARD LANE EAST IMPROVEMENTS**

**IMPROVEMENT PROJECT NO. 2024-01**

DRAFT

| PROPERTY ID | HOUSE | STREET NAME | LEVY# | STREET | NOTES |
|---|---|---|---|---|---|
| 3411921320067 | 4300 | 63rd Avenue North | | $ 4,015.00 | R1 |
| 3411921320001 | 4500 | 63rd Avenue North | | $ 4,015.00 | R1 |
| 3411921320056 | 4518 | 63rd Avenue North | | $ 4,015.00 | R1 |
| 3411921320075 | 4309 | 64th Avenue North | | $ 4,015.00 | R1 |
| 3411921320035 | 4501 | 64th Avenue North | | $ 4,015.00 | R1 |
| 3411921320009 | 4506 | 64th Avenue North | | $ 4,015.00 | R1 |
| 3411921320036 | 4507 | 64th Avenue North | | $ 4,015.00 | R1 |
| 3411921320037 | 4513 | 64th Avenue North | | $ 4,015.00 | R1 |
| 3411921320038 | 4601 | 64th Avenue North | | $ 4,015.00 | R1 |
| 3411921320025 | 4606 | 64th Avenue North | | $ 4,015.00 | R1 |
| 3411921320039 | 4607 | 64th Avenue North | | $ 4,015.00 | R1 |
| 3411921320040 | 4613 | 64th Avenue North | | $ 4,015.00 | R1 |
| 3411921320041 | 4619 | 64th Avenue North | | $ 4,015.00 | R1 |
| 3411921310081 | 3907 | 65th Avenue North | | $ 35,177.78 | R5 |
| 3411921310083 | 4001 | 65th Avenue North | | $ 4,015.00 | R1 |
| 3411921310084 | 4007 | 65th Avenue North | | $ 4,015.00 | R1 |
| 3411921310085 | 4013 | 65th Avenue North | | $ 4,015.00 | R1 |
| 3411921310086 | 4023 | 65th Avenue North | | $ 4,015.00 | R1 |
| 3411921310065 | 4107 | 65th Avenue North | | $ 4,015.00 | R1 |
| 3411921240018 | 4112 | 65th Avenue North | | $ 4,015.00 | R1 |
| 3411921240050 | 4200 | 65th Avenue North | | $ 4,015.00 | R1 |
| 3411921310032 | 4201 | 65th Avenue North | | $ 4,015.00 | R1 |
| 3411921240049 | 4206 | 65th Avenue North | | $ 4,015.00 | R1 |
| 3411921240048 | 4212 | 65th Avenue North | | $ 4,015.00 | R1 |
| 3411921240047 | 4218 | 65th Avenue North | | $ 4,015.00 | R1 |
| 3411921230066 | 4300 | 65th Avenue North | | $ 4,015.00 | R1 |
| 3411921230065 | 4306 | 65th Avenue North | | $ 4,015.00 | R1 |
| 3411921230064 | 4312 | 65th Avenue North | | $ 4,015.00 | R1 |
| 3411921230063 | 4318 | 65th Avenue North | | $ 4,015.00 | R1 |
| 3411921230062 | 4400 | 65th Avenue North | | $ 4,015.00 | R1 |
| 3411921320108 | 4401 | 65th Avenue North | | $ 4,015.00 | R1 |
| 3411921230061 | 4406 | 65th Avenue North | | $ 4,015.00 | R1 |
| 3411921230060 | 4412 | 65th Avenue North | | $ 4,015.00 | R1 |
| 3411921230059 | 4418 | 65th Avenue North | | $ 4,015.00 | R1 |
| 3411921230082 | 4500 | 65th Avenue North | | $ 4,015.00 | R1 |
| 3411921230081 | 4506 | 65th Avenue North | | $ 4,015.00 | R1 |
| 3411921320017 | 4507 | 65th Avenue North | | $ 4,015.00 | R1 |
| 3411921230080 | 4512 | 65th Avenue North | | $ 4,015.00 | R1 |
| 3411921230079 | 4518 | 65th Avenue North | | $ 4,015.00 | R1 |
| 3411921230078 | 4600 | 65th Avenue North | | $ 4,015.00 | R1 |
| 3411921230077 | 4606 | 65th Avenue North | | $ 4,015.00 | R1 |
| 3411921230076 | 4612 | 65th Avenue North | | $ 4,015.00 | R1 |
| 3411921230075 | 4618 | 65th Avenue North | | $ 4,015.00 | R1 |
| 3311921140009 | 4706 | 65th Avenue North | | $ 4,015.00 | R1 |
| 3311921140010 | 4712 | 65th Avenue North | | $ 4,015.00 | R1 |
| 3411921240025 | 4110 | 66th Avenue North | | $ 4,015.00 | R1 |
| 3411921240026 | 4200 | 66th Avenue North | | $ 4,015.00 | R1 |
| 3411921240032 | 4201 | 66th Avenue North | | $ 4,015.00 | R1 |

**CITY OF BROOKLYN CENTER PROPOSED PENDING ASSESSMENT ROLL**

**September 25, 2023**

**2024 ORCHARD LANE EAST IMPROVEMENTS**

**IMPROVEMENT PROJECT NO. 2024-01**

DRAFT

| PROPERTY ID | HOUSE | STREET NAME | LEVY# | STREET | NOTES |
|---|---|---|---|---|---|
| 3411921240027 | 4206 | 66th Avenue North | | $ 4,015.00 | R1 |
| 3411921240033 | 4207 | 66th Avenue North | | $ 4,015.00 | R1 |
| 3411921240028 | 4212 | 66th Avenue North | | $ 4,015.00 | R1 |
| 3411921240034 | 4213 | 66th Avenue North | | $ 4,015.00 | R1 |
| 3411921240029 | 4218 | 66th Avenue North | | $ 4,015.00 | R1 |
| 3411921240035 | 4219 | 66th Avenue North | | $ 4,015.00 | R1 |
| 3411921240030 | 4224 | 66th Avenue North | | $ 4,015.00 | R1 |
| 3411921240036 | 4225 | 66th Avenue North | | $ 4,015.00 | R1 |
| 3411921240031 | 4230 | 66th Avenue North | | $ 4,015.00 | R1 |
| 3411921230003 | 4300 | 66th Avenue North | | $ 4,015.00 | R1 |
| 3411921230035 | 4301 | 66th Avenue North | | $ 4,015.00 | R1 |
| 3411921230004 | 4306 | 66th Avenue North | | $ 4,015.00 | R1 |
| 3411921230036 | 4307 | 66th Avenue North | | $ 4,015.00 | R1 |
| 3411921230005 | 4312 | 66th Avenue North | | $ 4,015.00 | R1 |
| 3411921230037 | 4313 | 66th Avenue North | | $ 4,015.00 | R1 |
| 3411921230006 | 4318 | 66th Avenue North | | $ 4,015.00 | R1 |
| 3411921230038 | 4319 | 66th Avenue North | | $ 4,015.00 | R1 |
| 3411921230007 | 4400 | 66th Avenue North | | $ 4,015.00 | R1 |
| 3411921230039 | 4401 | 66th Avenue North | | $ 4,015.00 | R1 |
| 3411921230108 | 4406 | 66th Avenue North | | $ 4,015.00 | R1 |
| 3411921230040 | 4407 | 66th Avenue North | | $ 4,015.00 | R1 |
| 3411921230009 | 4412 | 66th Avenue North | | $ 4,015.00 | R1 |
| 3411921230041 | 4413 | 66th Avenue North | | $ 4,015.00 | R1 |
| 3411921230103 | 4418 | 66th Avenue North | | $ 4,015.00 | R1 |
| 3411921230042 | 4419 | 66th Avenue North | | $ 4,015.00 | R1 |
| 3411921230100 | 4500 | 66th Avenue North | | $ 4,015.00 | R1 |
| 3411921230019 | 4501 | 66th Avenue North | | $ 4,015.00 | R1 |
| 3411921230102 | 4506 | 66th Avenue North | | $ 4,015.00 | R1 |
| 3411921230020 | 4507 | 66th Avenue North | | $ 4,015.00 | R1 |
| 3411921230110 | 4512 | 66th Avenue North | | $ 4,015.00 | R1 |
| 3411921230021 | 4513 | 66th Avenue North | | $ 4,015.00 | R1 |
| 3411921230014 | 4518 | 66th Avenue North | | $ 4,015.00 | R1 |
| 3411921230022 | 4519 | 66th Avenue North | | $ 4,015.00 | R1 |
| 3411921230105 | 4600 | 66th Avenue North | | $ 4,015.00 | R1 |
| 3411921230023 | 4601 | 66th Avenue North | | $ 4,015.00 | R1 |
| 3411921230109 | 4606 | 66th Avenue North | | $ 4,015.00 | R1 |
| 3411921230024 | 4607 | 66th Avenue North | | $ 4,015.00 | R1 |
| 3411921230104 | 4612 | 66th Avenue North | | $ 4,015.00 | R1 |
| 3411921230025 | 4613 | 66th Avenue North | | $ 4,015.00 | R1 |
| 3411921230101 | 4618 | 66th Avenue North | | $ 4,015.00 | R1 |
| 3411921230026 | 4619 | 66th Avenue North | | $ 4,015.00 | R1 |
| 3411921310111 | 6437 | Brooklyn Boulevard | | $ 12,516.14 | MX-N2 |
| 3411921240055 | 6503 | Brooklyn Boulevard | | $ 35,155.45 | MX-N2 |
| 3311921410012 | 4700 | Eleanor Lane | | $ 4,015.00 | R1 |
| 3311921410025 | 4701 | Eleanor Lane | | $ 4,015.00 | R1 |
| 3311921410026 | 4707 | Eleanor Lane | | $ 4,015.00 | R1 |
| 3411921310099 | 6306 | Indiana Avenue North | | $ 4,015.00 | R1 |
| 3411921310046 | 6307 | Indiana Avenue North | | $ 4,015.00 | R1 |

**CITY OF BROOKLYN CENTER PROPOSED PENDING ASSESSMENT ROLL**

**September 25, 2023**

**2024 ORCHARD LANE EAST IMPROVEMENTS**

**IMPROVEMENT PROJECT NO. 2024-01**

DRAFT

| PROPERTY ID | HOUSE | STREET NAME | LEVY# | STREET | NOTES |
|---|---|---|---|---|---|
| 3411921310098 | 6312 | Indiana Avenue North | | $ 4,015.00 | R1 |
| 3411921310045 | 6313 | Indiana Avenue North | | $ 4,015.00 | R1 |
| 3411921310097 | 6318 | Indiana Avenue North | | $ 4,015.00 | R1 |
| 3411921310044 | 6319 | Indiana Avenue North | | $ 4,015.00 | R1 |
| 3411921310096 | 6324 | Indiana Avenue North | | $ 4,015.00 | R1 |
| 3411921310043 | 6325 | Indiana Avenue North | | $ 4,015.00 | R1 |
| 3411921310095 | 6330 | Indiana Avenue North | | $ 4,015.00 | R1 |
| 3411921310042 | 6331 | Indiana Avenue North | | $ 4,015.00 | R1 |
| 3411921310041 | 6337 | Indiana Avenue North | | $ 4,015.00 | R1 |
| 3411921310040 | 6343 | Indiana Avenue North | | $ 4,015.00 | R1 |
| 3411921310039 | 6401 | Indiana Avenue North | | $ 4,015.00 | R1 |
| 3411921310074 | 6406 | Indiana Avenue North | | $ 4,015.00 | R1 |
| 3411921310038 | 6407 | Indiana Avenue North | | $ 4,015.00 | R1 |
| 3411921310075 | 6412 | Indiana Avenue North | | $ 4,015.00 | R1 |
| 3411921310037 | 6413 | Indiana Avenue North | | $ 4,015.00 | R1 |
| 3411921310076 | 6418 | Indiana Avenue North | | $ 4,015.00 | R1 |
| 3411921310036 | 6419 | Indiana Avenue North | | $ 4,015.00 | R1 |
| 3411921310077 | 6424 | Indiana Avenue North | | $ 4,015.00 | R1 |
| 3411921310035 | 6425 | Indiana Avenue North | | $ 4,015.00 | R1 |
| 3411921310078 | 6430 | Indiana Avenue North | | $ 4,015.00 | R1 |
| 3411921310034 | 6431 | Indiana Avenue North | | $ 4,015.00 | R1 |
| 3411921310079 | 6436 | Indiana Avenue North | | $ 4,015.00 | R1 |
| 3411921310033 | 6437 | Indiana Avenue North | | $ 4,015.00 | R1 |
| 3411921310064 | 6442 | Indiana Avenue North | | $ 4,015.00 | R1 |
| 3411921240019 | 6506 | Indiana Avenue North | | $ 4,015.00 | R1 |
| 3411921240020 | 6512 | Indiana Avenue North | | $ 4,015.00 | R1 |
| 3411921240021 | 6518 | Indiana Avenue North | | $ 4,015.00 | R1 |
| 3411921240022 | 6524 | Indiana Avenue North | | $ 4,015.00 | R1 |
| 3411921240023 | 6530 | Indiana Avenue North | | $ 4,015.00 | R1 |
| 3411921240024 | 6536 | Indiana Avenue North | | $ 4,015.00 | R1 |
| 3411921310048 | 6300 | June Avenue North | | $ 4,015.00 | R1 |
| 3411921310049 | 6306 | June Avenue North | | $ 4,015.00 | R1 |
| 3411921310050 | 6312 | June Avenue North | | $ 4,015.00 | R1 |
| 3411921320065 | 6313 | June Avenue North | | $ 4,015.00 | R1 |
| 3411921310051 | 6318 | June Avenue North | | $ 4,015.00 | R1 |
| 3411921320064 | 6319 | June Avenue North | | $ 4,015.00 | R1 |
| 3411921310052 | 6324 | June Avenue North | | $ 4,015.00 | R1 |
| 3411921320063 | 6325 | June Avenue North | | $ 4,015.00 | R1 |
| 3411921310053 | 6330 | June Avenue North | | $ 4,015.00 | R1 |
| 3411921320062 | 6331 | June Avenue North | | $ 4,015.00 | R1 |
| 3411921310054 | 6336 | June Avenue North | | $ 4,015.00 | R1 |
| 3411921320061 | 6337 | June Avenue North | | $ 4,015.00 | R1 |
| 3411921310055 | 6342 | June Avenue North | | $ 4,015.00 | R1 |
| 3411921320060 | 6343 | June Avenue North | | $ 4,015.00 | R1 |
| 3411921310056 | 6400 | June Avenue North | | $ 4,015.00 | R1 |
| 3411921320099 | 6401 | June Avenue North | | $ 4,015.00 | R1 |
| 3411921310057 | 6406 | June Avenue North | | $ 4,015.00 | R1 |
| 3411921320098 | 6407 | June Avenue North | | $ 4,015.00 | R1 |

**CITY OF BROOKLYN CENTER PROPOSED PENDING ASSESSMENT ROLL**

**September 25, 2023**

**2024 ORCHARD LANE EAST IMPROVEMENTS**

**IMPROVEMENT PROJECT NO. 2024-01**

DRAFT

| PROPERTY ID | HOUSE | STREET NAME | LEVY# | STREET | NOTES |
|---|---|---|---|---|---|
| 3411921310058 | 6412 | June Avenue North | | $ 4,015.00 | R1 |
| 3411921320097 | 6413 | June Avenue North | | $ 4,015.00 | R1 |
| 3411921310059 | 6418 | June Avenue North | | $ 4,015.00 | R1 |
| 3411921320096 | 6419 | June Avenue North | | $ 4,015.00 | R1 |
| 3411921310060 | 6424 | June Avenue North | | $ 4,015.00 | R1 |
| 3411921320095 | 6425 | June Avenue North | | $ 4,015.00 | R1 |
| 3411921310061 | 6430 | June Avenue North | | $ 4,015.00 | R1 |
| 3411921320094 | 6431 | June Avenue North | | $ 4,015.00 | R1 |
| 3411921310062 | 6436 | June Avenue North | | $ 4,015.00 | R1 |
| 3411921320093 | 6437 | June Avenue North | | $ 4,015.00 | R1 |
| 3411921310063 | 6442 | June Avenue North | | $ 4,015.00 | R1 |
| 3411921320092 | 6443 | June Avenue North | | $ 4,015.00 | R1 |
| 3411921320051 | 4500 | Kathrene Drive | | $ 4,015.00 | R1 |
| 3411921320052 | 4501 | Kathrene Drive | | $ 4,015.00 | R1 |
| 3411921320050 | 4506 | Kathrene Drive | | $ 4,015.00 | R1 |
| 3411921320053 | 4507 | Kathrene Drive | | $ 4,015.00 | R1 |
| 3411921320049 | 4510 | Kathrene Drive | | $ 4,015.00 | R1 |
| 3411921320054 | 4513 | Kathrene Drive | | $ 4,015.00 | R1 |
| 3411921320048 | 4514 | Kathrene Drive | | $ 4,015.00 | R1 |
| 3411921320047 | 4518 | Kathrene Drive | | $ 4,015.00 | R1 |
| 3411921320055 | 4521 | Kathrene Drive | | $ 4,015.00 | R1 |
| 3411921320046 | 4522 | Kathrene Drive | | $ 4,015.00 | R1 |
| 3411921320045 | 4526 | Kathrene Drive | | $ 4,015.00 | R1 |
| 3411921320068 | 6300 | Kyle Avenue North | | $ 4,015.00 | R1 |
| 3411921320083 | 6301 | Kyle Avenue North | | $ 4,015.00 | R1 |
| 3411921320069 | 6306 | Kyle Avenue North | | $ 4,015.00 | R1 |
| 3411921320082 | 6307 | Kyle Avenue North | | $ 4,015.00 | R1 |
| 3411921320070 | 6312 | Kyle Avenue North | | $ 4,015.00 | R1 |
| 3411921320081 | 6313 | Kyle Avenue North | | $ 4,015.00 | R1 |
| 3411921320071 | 6318 | Kyle Avenue North | | $ 4,015.00 | R1 |
| 3411921320080 | 6319 | Kyle Avenue North | | $ 4,015.00 | R1 |
| 3411921320072 | 6324 | Kyle Avenue North | | $ 4,015.00 | R1 |
| 3411921320079 | 6325 | Kyle Avenue North | | $ 4,015.00 | R1 |
| 3411921320073 | 6330 | Kyle Avenue North | | $ 4,015.00 | R1 |
| 3411921320078 | 6331 | Kyle Avenue North | | $ 4,015.00 | R1 |
| 3411921320074 | 6336 | Kyle Avenue North | | $ 4,015.00 | R1 |
| 3411921320077 | 6337 | Kyle Avenue North | | $ 4,015.00 | R1 |
| 3411921320076 | 6343 | Kyle Avenue North | | $ 4,015.00 | R1 |
| 3411921320100 | 6400 | Kyle Avenue North | | $ 4,015.00 | R1 |
| 3411921320115 | 6401 | Kyle Avenue North | | $ 4,015.00 | R1 |
| 3411921320101 | 6406 | Kyle Avenue North | | $ 4,015.00 | R1 |
| 3411921320114 | 6407 | Kyle Avenue North | | $ 4,015.00 | R1 |
| 3411921320102 | 6412 | Kyle Avenue North | | $ 4,015.00 | R1 |
| 3411921320113 | 6413 | Kyle Avenue North | | $ 4,015.00 | R1 |
| 3411921320103 | 6418 | Kyle Avenue North | | $ 4,015.00 | R1 |
| 3411921320112 | 6419 | Kyle Avenue North | | $ 4,015.00 | R1 |
| 3411921320104 | 6424 | Kyle Avenue North | | $ 4,015.00 | R1 |
| 3411921320111 | 6425 | Kyle Avenue North | | $ 4,015.00 | R1 |

**CITY OF BROOKLYN CENTER PROPOSED PENDING ASSESSMENT ROLL**

**September 25, 2023**

**2024 ORCHARD LANE EAST IMPROVEMENTS**

**IMPROVEMENT PROJECT NO. 2024-01**

DRAFT

| PROPERTY ID | HOUSE | STREET NAME | LEVY# | STREET | NOTES |
|---|---|---|---|---|---|
| 3411921320105 | 6430 | Kyle Avenue North | | $ 4,015.00 | R1 |
| 3411921320110 | 6431 | Kyle Avenue North | | $ 4,015.00 | R1 |
| 3411921320106 | 6436 | Kyle Avenue North | | $ 4,015.00 | R1 |
| 3411921320109 | 6437 | Kyle Avenue North | | $ 4,015.00 | R1 |
| 3411921320107 | 6442 | Kyle Avenue North | | $ 4,015.00 | R1 |
| 3411921320084 | 6300 | Lee Avenue North | | $ 4,015.00 | R1 |
| 3411921320085 | 6306 | Lee Avenue North | | $ 4,015.00 | R1 |
| 3411921320059 | 6307 | Lee Avenue North | | $ 4,015.00 | R1 |
| 3411921320086 | 6312 | Lee Avenue North | | $ 4,015.00 | R1 |
| 3411921320087 | 6318 | Lee Avenue North | | $ 4,015.00 | R1 |
| 3411921320088 | 6324 | Lee Avenue North | | $ 4,015.00 | R1 |
| 3411921320089 | 6330 | Lee Avenue North | | $ 4,015.00 | R1 |
| 3411921320090 | 6336 | Lee Avenue North | | $ 4,015.00 | R1 |
| 3411921320091 | 6342 | Lee Avenue North | | $ 4,015.00 | R1 |
| 3411921320116 | 6400 | Lee Avenue North | | $ 4,015.00 | R1 |
| 3411921320008 | 6401 | Lee Avenue North | | $ 4,015.00 | R1 |
| 3411921320117 | 6406 | Lee Avenue North | | $ 4,015.00 | R1 |
| 3411921320007 | 6407 | Lee Avenue North | | $ 4,015.00 | R1 |
| 3411921320118 | 6412 | Lee Avenue North | | $ 4,015.00 | R1 |
| 3411921320006 | 6415 | Lee Avenue North | | $ 4,015.00 | R1 |
| 3411921320119 | 6418 | Lee Avenue North | | $ 4,015.00 | R1 |
| 3411921320005 | 6419 | Lee Avenue North | | $ 4,015.00 | R1 |
| 3411921320120 | 6424 | Lee Avenue North | | $ 4,015.00 | R1 |
| 3411921320004 | 6425 | Lee Avenue North | | $ 4,015.00 | R1 |
| 3411921320121 | 6430 | Lee Avenue North | | $ 4,015.00 | R1 |
| 3411921320003 | 6431 | Lee Avenue North | | $ 4,015.00 | R1 |
| 3411921320122 | 6436 | Lee Avenue North | | $ 4,015.00 | R1 |
| 3411921320002 | 6437 | Lee Avenue North | | $ 4,015.00 | R1 |
| 3411921320123 | 6442 | Lee Avenue North | | $ 4,015.00 | R1 |
| 3411921320010 | 6400 | Major Avenue North | | $ 4,015.00 | R1 |
| 3411921320024 | 6401 | Major Avenue North | | $ 4,015.00 | R1 |
| 3411921320011 | 6406 | Major Avenue North | | $ 4,015.00 | R1 |
| 3411921320023 | 6407 | Major Avenue North | | $ 4,015.00 | R1 |
| 3411921320012 | 6412 | Major Avenue North | | $ 4,015.00 | R1 |
| 3411921320022 | 6413 | Major Avenue North | | $ 4,015.00 | R1 |
| 3411921320013 | 6418 | Major Avenue North | | $ 4,015.00 | R1 |
| 3411921320021 | 6419 | Major Avenue North | | $ 4,015.00 | R1 |
| 3411921320014 | 6424 | Major Avenue North | | $ 4,015.00 | R1 |
| 3411921320020 | 6425 | Major Avenue North | | $ 4,015.00 | R1 |
| 3411921320015 | 6430 | Major Avenue North | | $ 4,015.00 | R1 |
| 3411921320019 | 6431 | Major Avenue North | | $ 4,015.00 | R1 |
| 3411921320016 | 6436 | Major Avenue North | | $ 4,015.00 | R1 |
| 3411921320018 | 6437 | Major Avenue North | | $ 4,015.00 | R1 |
| 3411921310094 | 6400 | Marlin Drive | | $ 4,015.00 | R1 |
| 3411921310073 | 6401 | Marlin Drive | | $ 4,015.00 | R1 |
| 3411921310072 | 6407 | Marlin Drive | | $ 4,015.00 | R1 |
| 3411921310092 | 6412 | Marlin Drive | | $ 4,015.00 | R1 |
| 3411921310091 | 6418 | Marlin Drive | | $ 4,015.00 | R1 |

**CITY OF BROOKLYN CENTER PROPOSED PENDING ASSESSMENT ROLL**

**September 25, 2023**

**2024 ORCHARD LANE EAST IMPROVEMENTS**

**IMPROVEMENT PROJECT NO. 2024-01**

DRAFT

| PROPERTY ID | HOUSE | STREET NAME | LEVY# | STREET | NOTES |
|---|---|---|---|---|---|
| 3411921310071 | 6419 | Marlin Drive | | $ 4,015.00 | R1 |
| 3411921310090 | 6424 | Marlin Drive | | $ 4,015.00 | R1 |
| 3411921310070 | 6425 | Marlin Drive | | $ 4,015.00 | R1 |
| 3411921310089 | 6430 | Marlin Drive | | $ 4,015.00 | R1 |
| 3411921310069 | 6431 | Marlin Drive | | $ 4,015.00 | R1 |
| 3411921310088 | 6436 | Marlin Drive | | $ 4,015.00 | R1 |
| 3411921310068 | 6437 | Marlin Drive | | $ 4,015.00 | R1 |
| 3411921310087 | 6442 | Marlin Drive | | $ 4,015.00 | R1 |
| 3411921310067 | 6443 | Marlin Drive | | $ 4,015.00 | R1 |
| 3411921310066 | 6449 | Marlin Drive | | $ 4,015.00 | R1 |
| 3411921320042 | 6324 | Noble Avenue North | | $ 4,015.00 | R1 |
| 3311921410011 | 6331 | Noble Avenue North | | $ 4,015.00 | R1 |
| 3311921410010 | 6337 | Noble Avenue North | | $ 4,015.00 | R1 |
| 3311921410009 | 6343 | Noble Avenue North | | $ 4,015.00 | R1 |
| 3411921320026 | 6400 | Noble Avenue North | | $ 4,015.00 | R1 |
| 3311921410008 | 6401 | Noble Avenue North | | $ 4,015.00 | R1 |
| 3411921320027 | 6406 | Noble Avenue North | | $ 4,015.00 | R1 |
| 3311921410007 | 6407 | Noble Avenue North | | $ 4,015.00 | R1 |
| 3411921320028 | 6412 | Noble Avenue North | | $ 4,015.00 | R1 |
| 3311921410006 | 6413 | Noble Avenue North | | $ 4,015.00 | R1 |
| 3411921320029 | 6418 | Noble Avenue North | | $ 4,015.00 | R1 |
| 3311921410005 | 6419 | Noble Avenue North | | $ 4,015.00 | R1 |
| 3411921320030 | 6424 | Noble Avenue North | | $ 4,015.00 | R1 |
| 3311921410004 | 6425 | Noble Avenue North | | $ 4,015.00 | R1 |
| 3411921320031 | 6430 | Noble Avenue North | | $ 4,015.00 | R1 |
| 3311921410003 | 6431 | Noble Avenue North | | $ 4,015.00 | R1 |
| 3411921320032 | 6436 | Noble Avenue North | | $ 4,015.00 | R1 |
| 3311921410002 | 6437 | Noble Avenue North | | $ 4,015.00 | R1 |
| 3411921320033 | 6442 | Noble Avenue North | | $ 4,015.00 | R1 |
| 3311921410001 | 6443 | Noble Avenue North | | $ 4,015.00 | R1 |
| 3411921320034 | 6448 | Noble Avenue North | | $ 4,015.00 | R1 |
| 3311921140008 | 6501 | Noble Avenue North | | $ 4,015.00 | R1 |
| 3311921140007 | 6507 | Noble Avenue North | | $ 4,015.00 | R1 |
| 3311921140006 | 6513 | Noble Avenue North | | $ 4,015.00 | R1 |
| 3311921140005 | 6519 | Noble Avenue North | | $ 4,015.00 | R1 |
| 3311921140004 | 6525 | Noble Avenue North | | $ 4,015.00 | R1 |
| 3311921410028 | 6300 | Orchard Avenue North | | $ 4,015.00 | R1 |
| 3311921410046 | 6301 | Orchard Avenue North | | $ 4,015.00 | R1 |
| 3311921410045 | 6307 | Orchard Avenue North | | $ 4,015.00 | R1 |
| 3311921410027 | 6312 | Orchard Avenue North | | $ 4,015.00 | R1 |
| 3311921410044 | 6313 | Orchard Avenue North | | $ 4,015.00 | R1 |
| 3311921410043 | 6319 | Orchard Avenue North | | $ 4,015.00 | R1 |
| 3311921410013 | 6324 | Orchard Avenue North | | $ 4,015.00 | R1 |
| 3311921410042 | 6325 | Orchard Avenue North | | $ 4,015.00 | R1 |
| 3311921410014 | 6330 | Orchard Avenue North | | $ 4,015.00 | R1 |
| 3311921410041 | 6331 | Orchard Avenue North | | $ 4,015.00 | R1 |
| 3311921410015 | 6336 | Orchard Avenue North | | $ 4,015.00 | R1 |
| 3311921410040 | 6337 | Orchard Avenue North | | $ 4,015.00 | R1 |

**CITY OF BROOKLYN CENTER PROPOSED PENDING ASSESSMENT ROLL**

**September 25, 2023**

**2024 ORCHARD LANE EAST IMPROVEMENTS**

**IMPROVEMENT PROJECT NO. 2024-01**

DRAFT

| PROPERTY ID | HOUSE | STREET NAME | LEVY# | STREET | NOTES |
|---|---|---|---|---|---|
| 3311921410016 | 6342 | Orchard Avenue North | | $ 4,015.00 | R1 |
| 3311921410039 | 6343 | Orchard Avenue North | | $ 4,015.00 | R1 |
| 3311921410017 | 6400 | Orchard Avenue North | | $ 4,015.00 | R1 |
| 3311921410038 | 6401 | Orchard Avenue North | | $ 4,015.00 | R1 |
| 3311921410018 | 6406 | Orchard Avenue North | | $ 4,015.00 | R1 |
| 3311921410037 | 6407 | Orchard Avenue North | | $ 4,015.00 | R1 |
| 3311921410019 | 6412 | Orchard Avenue North | | $ 4,015.00 | R1 |
| 3311921410036 | 6413 | Orchard Avenue North | | $ 4,015.00 | R1 |
| 3311921410020 | 6418 | Orchard Avenue North | | $ 4,015.00 | R1 |
| 3311921410035 | 6419 | Orchard Avenue North | | $ 4,015.00 | R1 |
| 3311921410021 | 6424 | Orchard Avenue North | | $ 4,015.00 | R1 |
| 3311921410034 | 6425 | Orchard Avenue North | | $ 4,015.00 | R1 |
| 3311921410022 | 6430 | Orchard Avenue North | | $ 4,015.00 | R1 |
| 3311921410033 | 6431 | Orchard Avenue North | | $ 4,015.00 | R1 |
| 3311921410023 | 6436 | Orchard Avenue North | | $ 4,015.00 | R1 |
| 3311921410032 | 6437 | Orchard Avenue North | | $ 4,015.00 | R1 |
| 3311921410024 | 6442 | Orchard Avenue North | | $ 4,015.00 | R1 |
| 3311921410031 | 6443 | Orchard Avenue North | | $ 4,015.00 | R1 |
| 3311921140011 | 6500 | Orchard Avenue North | | $ 4,015.00 | R1 |
| 3311921140012 | 6506 | Orchard Avenue North | | $ 4,015.00 | R1 |
| 3311921140013 | 6512 | Orchard Avenue North | | $ 4,015.00 | R1 |
| 3311921140014 | 6518 | Orchard Avenue North | | $ 4,015.00 | R1 |
| 3311921140015 | 6524 | Orchard Avenue North | | $ 4,015.00 | R1 |
| 3311921140002 | 6530 | Orchard Avenue North | | $ 4,015.00 | R1 |
| 3311921140003 | 6536 | Orchard Avenue North | | $ 4,015.00 | R1 |
| 3411921240041 | 4200 | Winchester Lane | | $ 4,015.00 | R1 |
| 3411921240042 | 4201 | Winchester Lane | | $ 4,015.00 | R1 |
| 3411921240040 | 4206 | Winchester Lane | | $ 4,015.00 | R1 |
| 3411921240043 | 4207 | Winchester Lane | | $ 4,015.00 | R1 |
| 3411921240039 | 4212 | Winchester Lane | | $ 4,015.00 | R1 |
| 3411921240044 | 4213 | Winchester Lane | | $ 4,015.00 | R1 |
| 3411921240038 | 4218 | Winchester Lane | | $ 4,015.00 | R1 |
| 3411921240045 | 4219 | Winchester Lane | | $ 4,015.00 | R1 |
| 3411921240037 | 4224 | Winchester Lane | | $ 4,015.00 | R1 |
| 3411921240046 | 4225 | Winchester Lane | | $ 4,015.00 | R1 |
| 3411921230050 | 4300 | Winchester Lane | | $ 4,015.00 | R1 |
| 3411921230051 | 4301 | Winchester Lane | | $ 4,015.00 | R1 |
| 3411921230049 | 4306 | Winchester Lane | | $ 4,015.00 | R1 |
| 3411921230052 | 4307 | Winchester Lane | | $ 4,015.00 | R1 |
| 3411921230048 | 4312 | Winchester Lane | | $ 4,015.00 | R1 |
| 3411921230053 | 4313 | Winchester Lane | | $ 4,015.00 | R1 |
| 3411921230047 | 4318 | Winchester Lane | | $ 4,015.00 | R1 |
| 3411921230054 | 4319 | Winchester Lane | | $ 4,015.00 | R1 |
| 3411921230046 | 4400 | Winchester Lane | | $ 4,015.00 | R1 |
| 3411921230055 | 4401 | Winchester Lane | | $ 4,015.00 | R1 |
| 3411921230045 | 4406 | Winchester Lane | | $ 4,015.00 | R1 |
| 3411921230056 | 4407 | Winchester Lane | | $ 4,015.00 | R1 |
| 3411921230044 | 4412 | Winchester Lane | | $ 4,015.00 | R1 |

**CITY OF BROOKLYN CENTER PROPOSED PENDING ASSESSMENT ROLL**

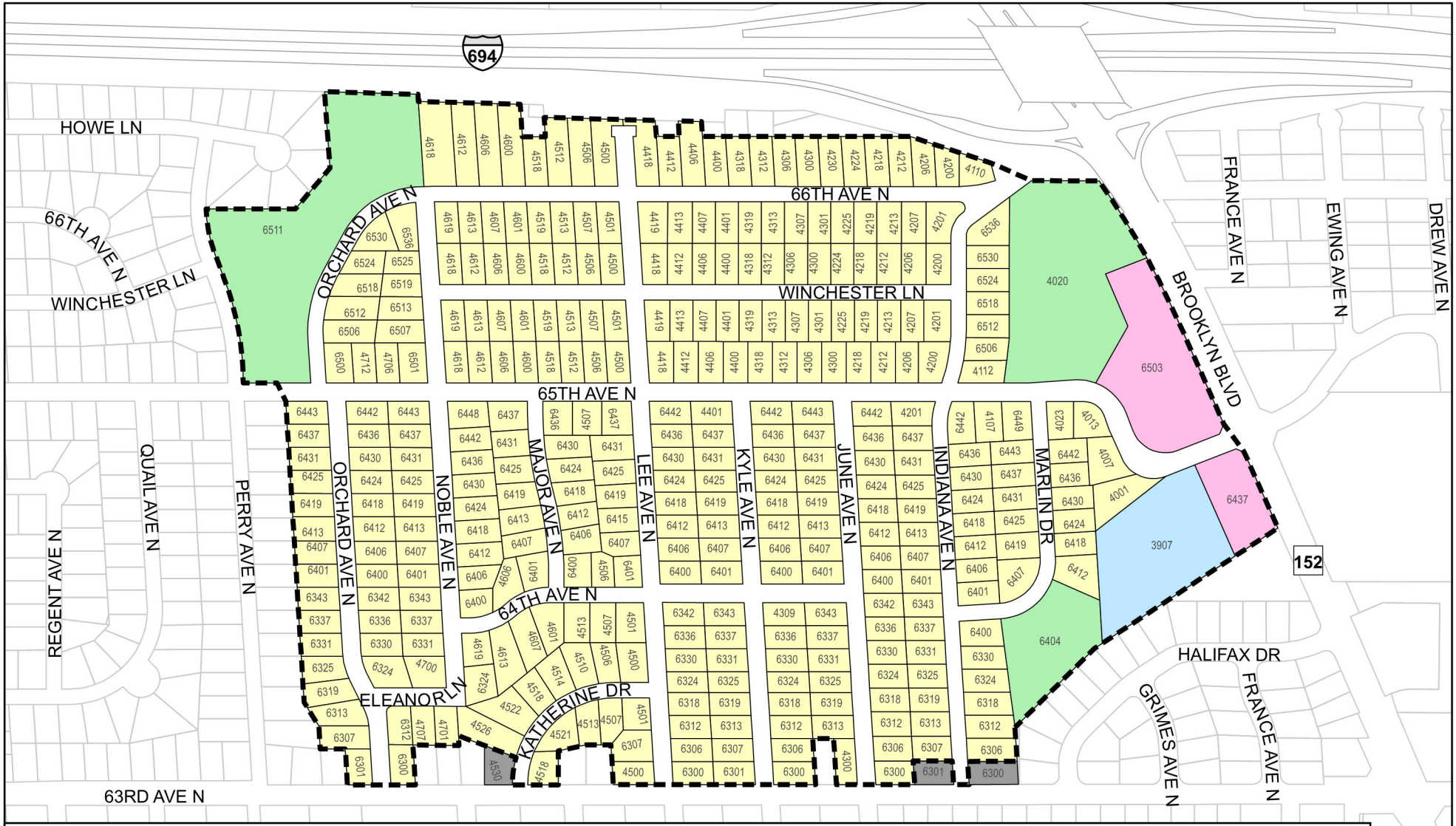
**September 25, 2023**

**2024 ORCHARD LANE EAST IMPROVEMENTS**

**IMPROVEMENT PROJECT NO. 2024-01**

DRAFT

| PROPERTY ID | HOUSE | STREET NAME | LEVY# | STREET | NOTES |
|---|---|---|---|---|---|
| 3411921230057 | 4413 | Winchester Lane | | $ 4,015.00 | R1 |
| 3411921230043 | 4418 | Winchester Lane | | $ 4,015.00 | R1 |
| 3411921230058 | 4419 | Winchester Lane | | $ 4,015.00 | R1 |
| 3411921230034 | 4500 | Winchester Lane | | $ 4,015.00 | R1 |
| 3411921230067 | 4501 | Winchester Lane | | $ 4,015.00 | R1 |
| 3411921230033 | 4506 | Winchester Lane | | $ 4,015.00 | R1 |
| 3411921230068 | 4507 | Winchester Lane | | $ 4,015.00 | R1 |
| 3411921230032 | 4512 | Winchester Lane | | $ 4,015.00 | R1 |
| 3411921230069 | 4513 | Winchester Lane | | $ 4,015.00 | R1 |
| 3411921230031 | 4518 | Winchester Lane | | $ 4,015.00 | R1 |
| 3411921230070 | 4519 | Winchester Lane | | $ 4,015.00 | R1 |
| 3411921230030 | 4600 | Winchester Lane | | $ 4,015.00 | R1 |
| 3411921230071 | 4601 | Winchester Lane | | $ 4,015.00 | R1 |
| 3411921230029 | 4606 | Winchester Lane | | $ 4,015.00 | R1 |
| 3411921230072 | 4607 | Winchester Lane | | $ 4,015.00 | R1 |
| 3411921230028 | 4612 | Winchester Lane | | $ 4,015.00 | R1 |
| 3411921230073 | 4613 | Winchester Lane | | $ 4,015.00 | R1 |
| 3411921230027 | 4618 | Winchester Lane | | $ 4,015.00 | R1 |
| 3411921230074 | 4619 | Winchester Lane | | $ 4,015.00 | R1 |
| | **Total Assessments** | | | $ 1,496,129.37 | |




## Legend

- Proposed R1 Assessment (Unit Amount Basis)
- Proposed Mixed Use Neighborhood Assessment (Acreage Basis)
- City Owned Property
- Proposed R5 Assessment (Acreage Basis)
- Previously Assessed

# Assessment Map
# Orchard Lane East Improvement Area

N

8/2/2023

# Council Regular Meeting

DATE: 10/23/2023

TO: City Council
FROM: Dr. Reggie Edwards, City Manager
THROUGH: Jesse Anderson, Community Development Director
BY: Ginny McIntosh, City Planner and Zoning Administrator

SUBJECT: Resolution for Planning Commission Application No. 2023-006, Submitted by AWC Holdings LLC, for Conversion of an Existing Two-Tenant Building to an Approximately 10,200-Square Foot Restaurant and Bar (Nightclub) with 704-Square Foot Outdoor Patio (5927 John Martin Drive)

**Requested Council Action:**

City Council is being asked to consider three alternatives regarding Planning Commission Application No. 2023-006:

**Approval of Variance, Conditional Use Permit, and Site and Building Plan for 5927 John Martin Drive**

1. Motion to direct staff to prepare a resolution approving a variance as outlined in Planning Commission Application No. 2023-006 for the 59-space parking deficiency associated with the conversion of an existing two-tenant building to an approximately 10,200-square foot restaurant and bar (nightclub) with 704-square foot outdoor patio at 5927 John Martin Drive, and subject to the outlined conditions of approval.

2. Motion to direct staff to prepare a resolution approving the site and building plan and conditional use permit as outlined in Planning Commission Application No. 2023-006, which would convert an existing two-tenant building to an approximately 10,200-square foot restaurant and bar (nightclub) with 704-square foot outdoor patio located at 5927 John Martin Drive, and subject to the outlined conditions of approval.

**Approval of Variance and Denial of Conditional Use Permit and Site and Building Plan for 5927 John Martin Drive**

1. Motion to direct staff to prepare a resolution approving a variance as outlined in Planning Commission Application No. 2023-006 for the 59-space parking deficiency associated with the conversion of an existing two-tenant building to an approximately 10,200-square foot restaurant and bar (nightclub) with 704-square foot outdoor patio at 5927 John Martin Drive, and subject to the outlined conditions of approval. An approval of the variance is conditioned upon the approval of the site and building plan and conditional use permit.

2. Motion to direct staff to prepare a resolution denying the site and building plan and conditional use permit as outlined in Planning Commission Application No. 2023-006, which would convert an existing two-tenant building to an approximately 10,200-square foot restaurant and bar (nightclub) with 704-square foot outdoor patio located at 5927 John Martin Drive, and subject to

the outlined conditions of approval.

**Denial of Variance, Conditional Use Permit, and Site and Building Plan for 5927 John Martin Drive**

1. Motion to direct staff to prepare a resolution denying a variance as outlined in Planning Commission Application No. 2023-006 for the 59-space parking deficiency associated with the conversion of an existing two-tenant building to an approximately 10,200-square foot restaurant and bar (nightclub) with 704-square foot outdoor patio at 5927 John Martin Drive, and subject to the outlined conditions of approval.

By voting for denial, the parking deficiency (variance) of 59 parking spaces would be denied and due to the denial of the variance, the request for the site and building plan and conditional use permit would be denied because the use, in accordance with the site and building plan and conditional use permit, would not be in compliance with City Code.

**Background:**

AWC Holdings LLC ("the Applicant") is requesting review and consideration of a proposal that would convert the existing New King Buffet and former Tires Plus building located at 5927 John Martin Drive ("the Subject Property") into an approximately 10,200-square foot restaurant and bar (nightclub) with approximately 704-square foot outdoor patio (originally contemplated as an approximately 1,200-square foot patio in the September 14, 2023 report). The Applicant is associated with Jambo Africa, which is a restaurant and bar currently located at 1601 Freeway Boulevard in Brooklyn Center that specializes in African cuisine.

The Subject Property is located within the City's Opportunity Site and is surrounded on three sides by properties owned by the City's Economic Development Authority and intended for the future build out of the Opportunity Site.

In order to proceed, the Applicant requires approval of all three of their requests: site and building plan approval, a conditional use permit (for the nightclub use), and a variance that would grant a 59-parking space deficiency.

As part of the application process, a public hearing notice was submitted to the Brooklyn Center *Sun Post* for the site and building plan and conditional use permit (nightclub) requests on August 31, 2023 and notifications mailed to those properties and owners located within 350 feet of the Subject Property (12 properties total—including the current owners of the Subject Property and four properties owned by the City's Economic Development Authority).

On September 9, 2023, City staff, in consultation with the City Attorney, formally requested the Applicant file for a parking variance, in addition to the previously requested site and building plan and conditional use permit, and further requested an extension to the 60-day review period, as outlined under Minnesota Statutes Section 15.99, which was intended to provide the additional time necessary to review the variance and revised application materials, as well as submit a second public notice for the variance.

The Planning Commission held a public hearing for the site and building plan and conditional use permit requests at their meeting on September 14, 2023 as the hearing had been noticed, and per City request, the hearing was continued to October 12, 2023. The second public hearing notice was published in the Brooklyn Center *Sun Post* on September 28, 2023. Mail notifications were again sent to those properties and owners located within 350 feet of the Subject Property.

The Applicant, their development team, and supporters associated with the Applicant and current Jambo Africa establishment were present for the public hearing on October 12, 2023. City staff was not in receipt of any public comment otherwise. As part of the public hearing process, the Planning Commissioners engaged in a lengthy discussion regarding the proposed use of the Subject Property and outlined the following concerns:

1. Alignment of the proposed use with the City's Opportunity Site plans and adopted Infrastructure Framework, as the Subject Property is centrally located within this designated area, and considerations for the nightclub use assuming buildout of the Opportunity Site. General inquiries were presented as to whether the Applicant is on the same page with the City as to where it is headed, and if the Applicant sought out other locations as options.

2. Concerns relating to the proposed use already being at and technically beyond capacity and the inability for any future expansion on the Subject Property.

3. ADA parking deficiencies identified by City staff and justification in using Uber and Lyft to offset parking needs—where might these services stage on-site? Although the staff report noted a 58-parking space deficiency, it was later determined the provided site plan falls short of minimum required ADA parking. MN Accessibility Code requires a minimum of four (4) ADA spaces rather than the two spaces presented, which would ultimately result in a 59-parking space deficiency to accommodate a shared ADA loading space.

4. Snow removal and storage plans for the Subject Property given the Subject Property is built out and the potential for greater parking deficiencies during the winter months.

5. Lack of any proposed investment into the exterior of the existing building other than patching of select walls and two glass garage doors. The building is over 40-years old at this time and concerns were expressed as to the accelerated deterioration of the building within the last few years.

6. Safety concerns relating to egress and particularly relating to the proposed outdoor patio, which would open out into the parking lot and drive aisle shared with neighboring 5939 John Martin Drive, which is owned by the City's Economic Development Authority. Commissioner comments referenced past instances of restaurants and nightclubs where stampeding occurred during an emergency and whether proper egress was provided.

7. Inquiries of City staff as to whether they were comfortable with the plans, documentation, and information presented regarding the proposal and whether all outstanding comments would be adequately addressed as part of any approval.

8. General inquiries on the categorization of the "nightclub" use and questions relating to whether the proposed use would conform to the City's noise regulations. Questions were further raised as they relate to the two glass garage doors that would need to remain open for access to the outdoor patio.

9. Additional concerns were noted as they relate to the overall business operations and considerations for trash, safety, security, and sufficient lighting given there are no real neighbors at this time.

10. Inquiries with the City Attorney as to how tedious a process of revocation would be for a conditional use permit and authority/oversight granted for conditional use permit and variance requests.

Following close of the public hearing, the Planning Commission elected to recommend (3-2) City Council approval of the requested site and building plan, conditional use permit (nightclub), and parking variance for

the Subject Property located at 5927 John Martin Drive and as contemplated under Planning Commission Application No. 2023-006. It should be noted that while one of the Planning Commissioners requested the meeting minutes be included as backup material for City Council, time constraints did not allow for the minutes to be included with this item. The comments provided above have been compiled by City staff following a review of the recording for the October 12, 2023 Planning Commission meeting.

A copy of the Planning Commission Report for Planning Commission Application No. 2023-006, originally dated September 14, 2023, and last revised October 12, 2023 is included. City staff requests City Council review and consideration of the provided materials and the recommended adoption of a motion that would direct City staff to prepare a resolution for final action and adoption at the November 13, 2023 City Council meeting.

**Budget Issues:**

None to consider at this time.

**Inclusive Community Engagement:**

**Antiracist/Equity Policy Effect:**

**Strategic Priorities and Values:**

Targeted Redevelopment

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Staff Report and Exhibits - 5927 John Martin Drive - Revised (October 12,2023) | 10/18/2023 | Backup Material |

**Planning Commission Report**
**Original Meeting Date: September 14, 2023**
***Revised Meeting Date:*** October 12, 2023

- Application Filed: 08/23/2023
- Review Period (60-day) Deadline: 10/22/2023
- Extension Declared: Yes
- Extended Review Period Deadline: 12/23/2023

| | |
|---|---|
| **Application No.** | 2023-006 |
| **Applicant:** | AWC HOLDINGS LLC |
| **Property Owner:** | Lin Shuang LLC |
| **Location:** | 5927 John Martin Drive, Brooklyn Center, MN 55430 |
| **Requests:** | Site and Building Plan, Conditional Use Permit, and Variance |




**Map 1.** Subject Property Location.

## Requested Action

AWC Holdings LLC ("the Applicant") is requesting review and consideration of a proposal that would convert the existing New King Buffet and former Tires Plus located at 5927 John Martin Drive ("the Subject Property") into an approximately 10,200-square foot restaurant and bar (nightclub) with approximately 704-square foot outdoor patio (originally contemplated as an approximately 1,200-square foot patio in the September 14, 2023 report)—Refer to Exhibit A. Jambo Africa, of which the Applicant is associated with, is a restaurant and bar currently located at 1601 Freeway Boulevard in Brooklyn Center that specializes in African cuisine. As is outlined in their narrative, they would transfer, "all restaurant operations from the current location, 1601 Freeway Blvd, to the new location, 5927 John Martin Drive."

City staff initially became aware of the proposal following a request by the Applicant to apply for a plumbing permit. Following discussion on the reasonings for the permit, City staff was made aware of the Applicant's intent to open a new restaurant at 5927 John Martin Drive (Subject Property). City staff held an in-person meeting with the Applicant and other representatives on July 19, 2023 to discuss their plans, at which time they reiterated plans to purchase the Subject Property and convert the existing two-tenant building into what would be an approximately 10,200-square foot restaurant and bar use. Based on information provided at the time, City staff determined the approval of a new site and building plan would be required to forward the proposal, as the renovation of the existing restaurant space and expansion into the adjacent former Tires Plus space would require a major site and building plan amendment under Section 35-7605 (*Amendments*) of the City Code, which is triggered by a 25-percent (%) or greater change in the floor area of any one structure.

On August 15, 2023 (Planning Commission Application deadline), City staff held a follow up meeting with the Applicant to discuss the application and submittal materials. Although the plans were discussed, no hardcopy plan sets or .pdfs were provided to City staff in advance of or at this time. City staff ultimately reviewed the application materials submitted at the end of the day and determined that the proposal had changed from what was initially conveyed as a restaurant and bar use to a nightclub (i.e. VIP area and back entry, stage, DJ, green room). This is noteworthy as there are additional requirements (i.e. conditional use permit) and considerations as part of any approval under City Code.

City staff expressed their confusion as to the changes in an email to the Applicant on August 15, 2023 and noted the Applicant would need to apply for a conditional use permit in addition to the site and building plan as uses similar to "banquet, event, and conference facilities" are considered conditional uses in the TOD (Transit-Oriented Development) District where the Subject Property is located.

On August 16, 2023 the Applicant's architect confirmed that the proposal, as contemplated under Planning Commission Application No. 2023-006, should be classified as a "nightclub" and indicated they would revise their plans and provide additional information addressing the criteria for conditional use permits and as outlined under Section 35-7700 (*Conditional Use Permits*) and 35-7703 (*Conditional Use Permit Criteria*).

As part of the application process, a public hearing notice was submitted to the Brooklyn Center *Sun Post* for publication on August 31, 2023 (Exhibit B), and notices were mailed to property owners and actual locations within 350 feet of the Subject Property. A link to the public hearing notice was also published on the City's website. It should be noted that while this area is largely under-developed, the Subject Property is located within the City's designated Opportunity Site.

Following an initial review of the Planning Commission application submittal, City staff determined there was a notable parking deficiency, which is detailed later in the staff report. Based on this, and in consultation with the City Attorney, City staff requested the Applicant subsequently file for a parking variance, in addition to the previously requested site and building plan and conditional use permit. As a public hearing notice was already published in the Brooklyn Center *Sun Post* for the site and building plan and conditional use permit requests, a separate application request for the variance and public hearing notice was deemed necessary to forward the application submittal. City staff requested the Applicant confirm their intent to file for the aforementioned variance no later than September 13, 2023, provide all necessary fees, address the variance criteria as outlined under Section 35-7103, and provide additional detailing and revised plans based on the review conducted to date.

The City Attorney advised City staff that all application requests (i.e. site and building plan, conditional use permit, and variance) be reviewed at the same meeting. City staff also requested an extension to the 60-day review period, and as outlined under Minnesota Statutes Section 15.99, which provided the additional time necessary to review the variance and revised materials—refer to Exhibit C. With that said, City staff initially prepared a staff report based on all information and plans provided as of August 23, 2023, which was presented at a public hearing scheduled for September 14, 2023. It was at that meeting that City staff requested the Planning Commission continue the public hearing to October 12, 2023 to allow the time necessary for a second public hearing notice to be published in the newspaper for the variance and all requests to be contemplated under a revised staff report.

A public hearing notice for the variance request was published in the Brooklyn Center *Sun Post* on September 28, 2023.

**Existing Conditions**











**Image 1.** Existing Site Conditions at Subject Property.

## Background

The Subject Property originally received site and building plan approval in 1979 under Planning Commission Application No. 79035 for what was originally a Berger Brothers sporting goods shop. As originally contemplated, the building was to primarily serve as an approximately 8,820-square foot retail shop, with approximately 1,425-square feet of storage area. At the time, the Subject Property was zoned C2 (Commerce) District, which allowed for retail uses, and contemplated 85 on-site parking spaces for the retail store.

In 1991, the formerly single use retail building received a proposal to convert into a two-tenant building when a Tires Plus auto shop expressed interest in locating on the Subject Property and following closure of Berger Brothers. Tires Plus ultimately took approximately 3,700-square feet of the west side of the Subject Property's building, with the remaining approximately 6,500-square feet left available for a new user. In reviewing City records, it appears a Certificate of Occupancy was issued for the short-term storage of merchandise for Kohl's (1994) and another restaurant/buffet appears to have occupied the space in the late 1990s, and prior to New King Buffet taking on the other space.

The current Property Owner, Lin Shuang LLC, purchased the property in 2007, and Tires Plus closed their location at the Subject Property last year, which left New King Buffet as the sole occupant. The Subject Property was listed for sale shortly thereafter.

The Subject Property is centrally located within the City's designated approximately 80-acre Opportunity Site. A draft Opportunity Site Master Plan has been underway for a number of years and at present the plans are to move towards final adoption by end of this year. In July 2021, the City of Brooklyn Center City Council adopted an Infrastructure Framework for the Opportunity Site, which is intended to serve as a proactive, guiding document and is focused on four core components (stormwater, access and connectivity, parks and open space, and land use) within the Opportunity Site. While the Framework is intended to help inform decision making, it was also designed to provide certain flexibilities dependent upon market conditions.

In 2022, an approximately 16-acre Phase I redevelopment of the Opportunity Site was approved by City Council under Planning Commission Application No. 2022-003—this phase is located south of the Subject Property. As part of the Opportunity Site Infrastructure Framework, a proposed Garden Street is contemplated to run approximately between the Subject Property and 5939 John Martin Drive, which is

owned by the City's Economic Development Authority (EDA), and south through additional lands owned by the City's EDA (approximately 5.5 acres of 5910 Shingle Creek Parkway) before connecting to a proposed public roadway extension approved as part of Phase I. The below map is intended to convey areas of the Opportunity Site that would be covered by the approved semi-regional stormwater ponding located within the Phase I development; however, it also lays out general block patterns and new roadway connections.

The Infrastructure Framework specifically denotes John Martin Drive, of which the Subject Property fronts, as a future "Main Street." While dependent on market conditions and the receptivity of existing land owners, the Infrastructure Framework calls out a potential future road (Garden Street—Refer to Image 3 below) running in proximity to the existing driveway curb cut, which serves both the Subject Property and 5939 John Martin Drive (City EDA).

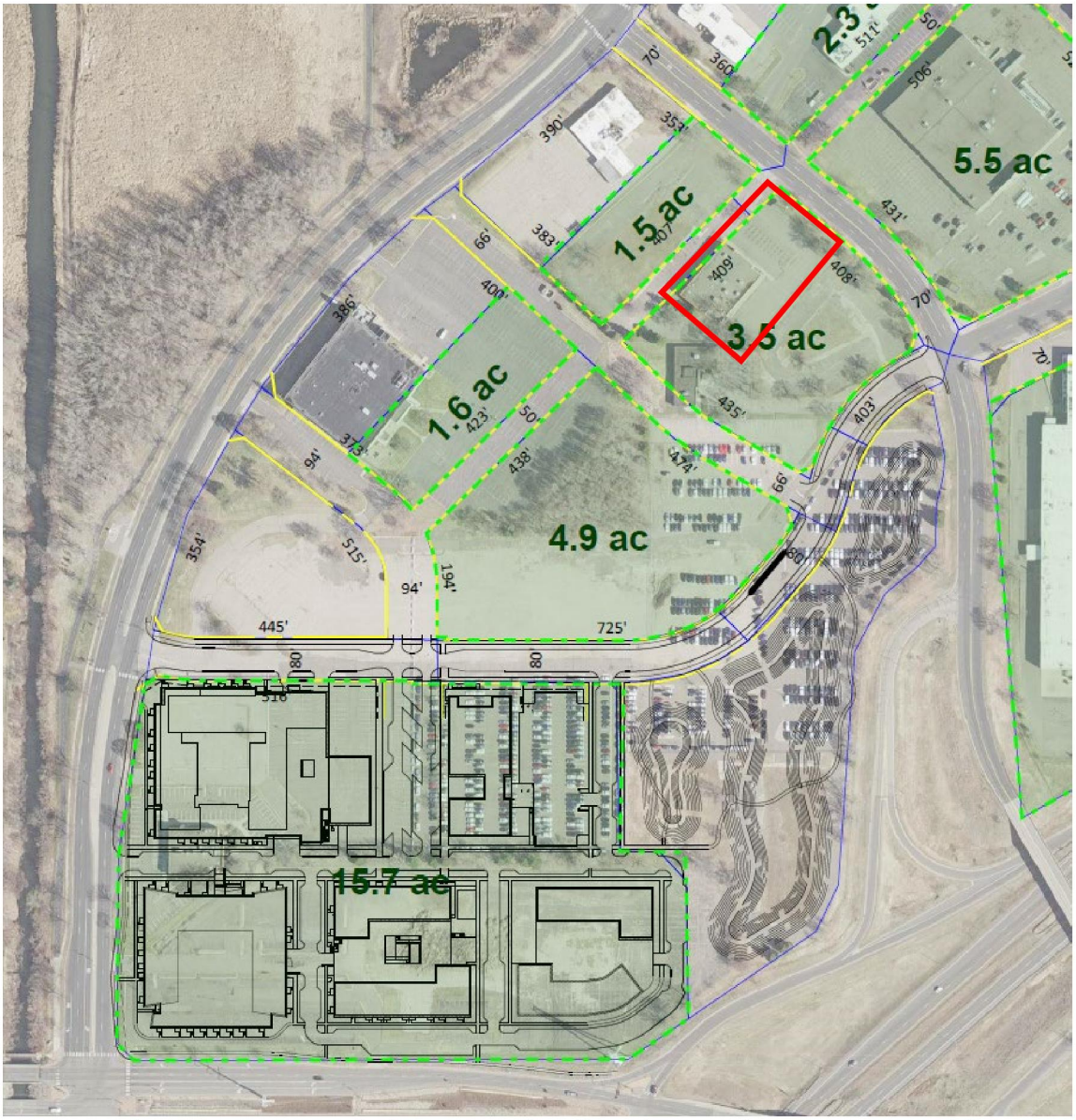



**Image 2.** Aerial Map Noting Location of Subject Property (in red) in Relation to Infrastructure Framework for Connectivity.

## Framework




**Image 3.** Access and Connectivity Framework for the Opportunity Site (Subject Property—in red).

**Site Data:**

| | |
|---|---|
| **2040 Land Use Plan:** | Transit-Oriented Development (TOD) |
| **Neighborhood:** | Centennial |
| **Current Zoning:** | Transit-Oriented Development (TOD) District |
| **Site Area:** | Approximately 1.36 acres |

**Surrounding Area:**

| Direction | 2040 Land Use Plan | Zoning | Existing Land Use |
|---|---|---|---|
| **North** | C-MU (Commercial Mixed Use) | MX-C (Commercial Mixed-Use) | Commercial (Restaurant Depot \| Strip Mall) |
| **South** | TOD (Transit-Oriented Development) | TOD \| PUD/TOD (Planned Unit Development/Transit-Oriented Development) | Office (Brooklyn Center Community Schools Administrative Offices \| Brooklyn Center Early College Academy \| Centaur Beginnings Childcare) \| Undeveloped (City of Brooklyn Center EDA) |
| **East** | TOD (Transit-Oriented Development) | TOD | Undeveloped (City of Brooklyn Center EDA/former Perkins site) |
| **West** | TOD (Transit-Oriented Development) | TOD | Undeveloped (City of Brooklyn Center EDA/former St. Louis Park Clinic) \| Office (Jani-King) |

## REQUESTS

### SITE AND BUILDING PLAN

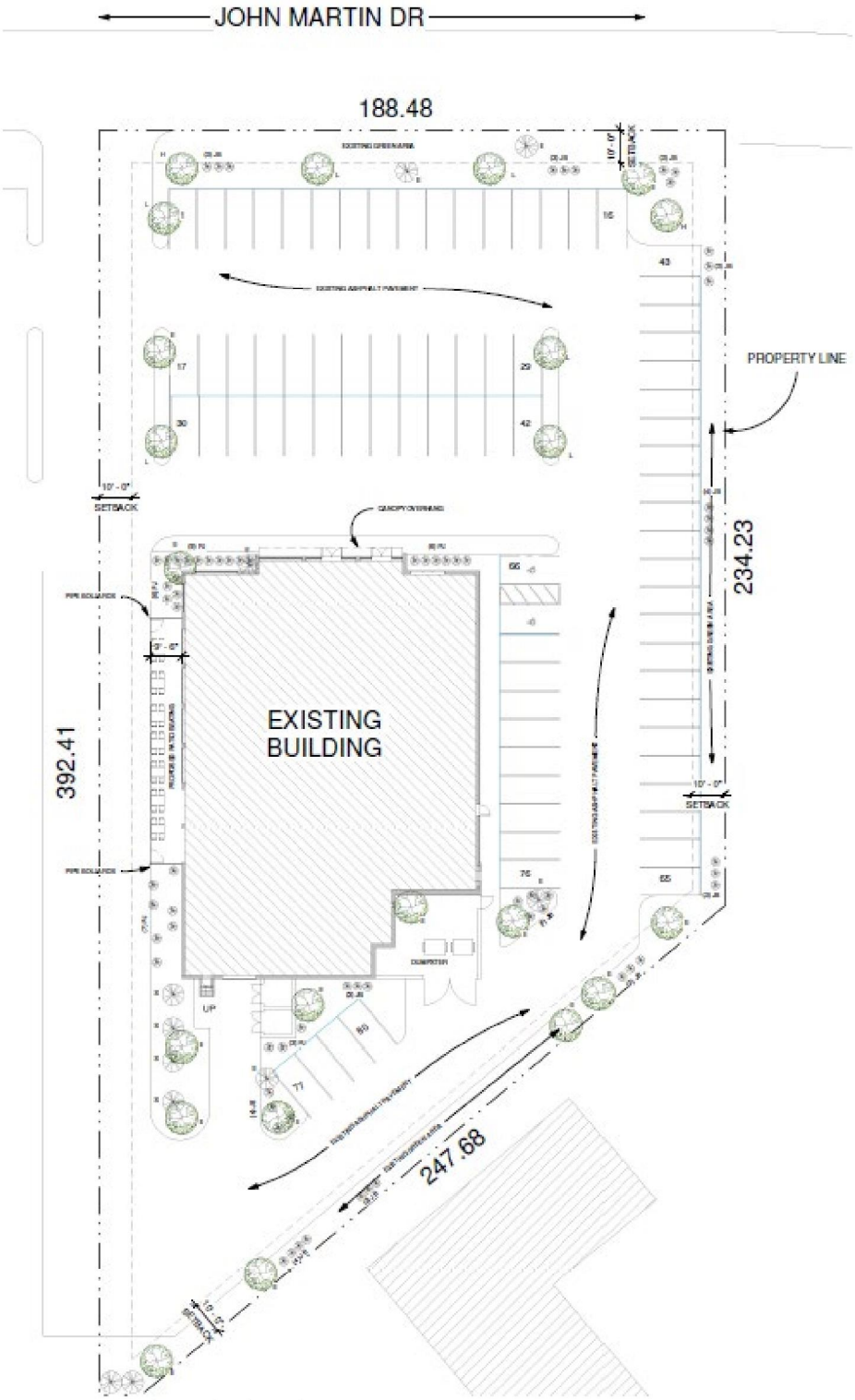



**Image 4.** Revised Site Plan for Subject Property.

**Site Design**

As was noted in the *Background*, the Applicant originally sought out information on the process to apply for plumbing permits; however, it was later determined that the Applicant's intent to convert the existing New King Buffet and former Tires Plus into an approximately 10,200-square foot restaurant and bar would trigger a major site and building plan amendment under Section 35-7605 (*Major Amendments*), which notes that, "the review of major amendments shall follow the procedure set forth above for the issuance of a new site and building plan approval."

The Applicant outlines in their narrative that they would remodel the existing approximately 10,200-square foot building for a restaurant and bar with nightclub. There are no plans to alter the exterior of the building other than the removal of an existing loading door on the south elevation, and the existing overhead bay doors used previously by Tires Plus on the west elevation—these areas would be repaired to match the adjacent wall materials with select transom glass and two retractable glass garage doors. This elevation would also feature an outdoor patio, which was modified between the plans originally reviewed at the September 14, 2023 Planning Commission meeting and this staff report from approximately 1,200-square feet to approximately 704-square feet. This patio would be surrounded by an 8-foot fence (wall) with two exit gates.

In reviewing the original approvals under Planning Commission Application No. 79035, it appears the Subject Property and neighboring 5939 John Martin Drive, now owned by the City's Economic Development Authority (EDA) but formerly home to a St. Louis Park Medical Clinic location, were to share a 30-foot wide common driveway/curb cut that was to be divided evenly between properties down the drive aisle. The report references common roadway agreements that would be necessary to forward the project at the time.

City staff reviewed the records on file and did identify documentation outlining a covenant intended to create easements for storm sewer, ingress and egress for driveway purposes, and pedestrian use. No mention is made either in the Planning Commission report or covenants and agreements for any kind of shared parking situation; therefore, it is City staff's interpretation that all available parking is limited to what is available on the Subject Property, with no rights to the neighboring EDA-owned property's parking areas.

**Traffic | Access |Circulation | Connection**

Access to the Subject Property is limited to the single shared curb cut located off John Martin Drive. As proposed, the existing curb cut and parking layout would remain. The only area proposed for modification, which could potentially impact the existing site circulation in the future is the west elevation where the bay doors to the former Tires Plus are located. The original submittal initially contemplated an approximately 1,200-square foot outdoor patio. This patio has since been revised down to approximately 704-square feet to align with the existing curb. The patio's width has also been altered, which minimizes, but does not eliminate impacts on the adjacent EDA-owned property. It should be noted that the revised patio provides approximately 16 feet of drive aisle clearance before reaching the existing property line.

Although this is a shared drive, installation of the permanent patio would permanently shift any vehicular traffic onto neighboring 5939 John Martin Drive, which is owned by the City's EDA. Although this is not currently a concern as the site is not actively under development, there will likely be constraints to consider when it redevelops and in consideration of the Infrastructure Framework, which outlines a proposed road in proximity to this drive. City Code outlines a minimum of 24-feet in width for drive aisles accommodating two-way traffic, and a minimum of 20 feet is required under Minnesota Fire Code for fire

access purposes. There have been examples of roadways with less width; however, this is conditioned upon sufficient fire coverage being provided for a building. The Applicant has requested that this section of drive aisle be considered as "one-way" drive.

Under City Code, permanent outdoor seating for eating establishments may be permitted as a permanent use in conjunction with a conditional use permit. In situations where no grade separation is provided between vehicular traffic and the outdoor dining area, permanent railings or fencing shall be provided around the dining area—the Applicant notes the installation of an 8-foot fence (wall) as part of their proposal. City staff did note that the proposed gates open inward as opposed to outward, which requires revision. Assuming the gate swing was adjusted, and in case of an emergency, the gates would open out into the drive aisle, with no protection for those exiting from any vehicular traffic. These areas should be revised to allow for an area of refuge and to comply with any code requirements.

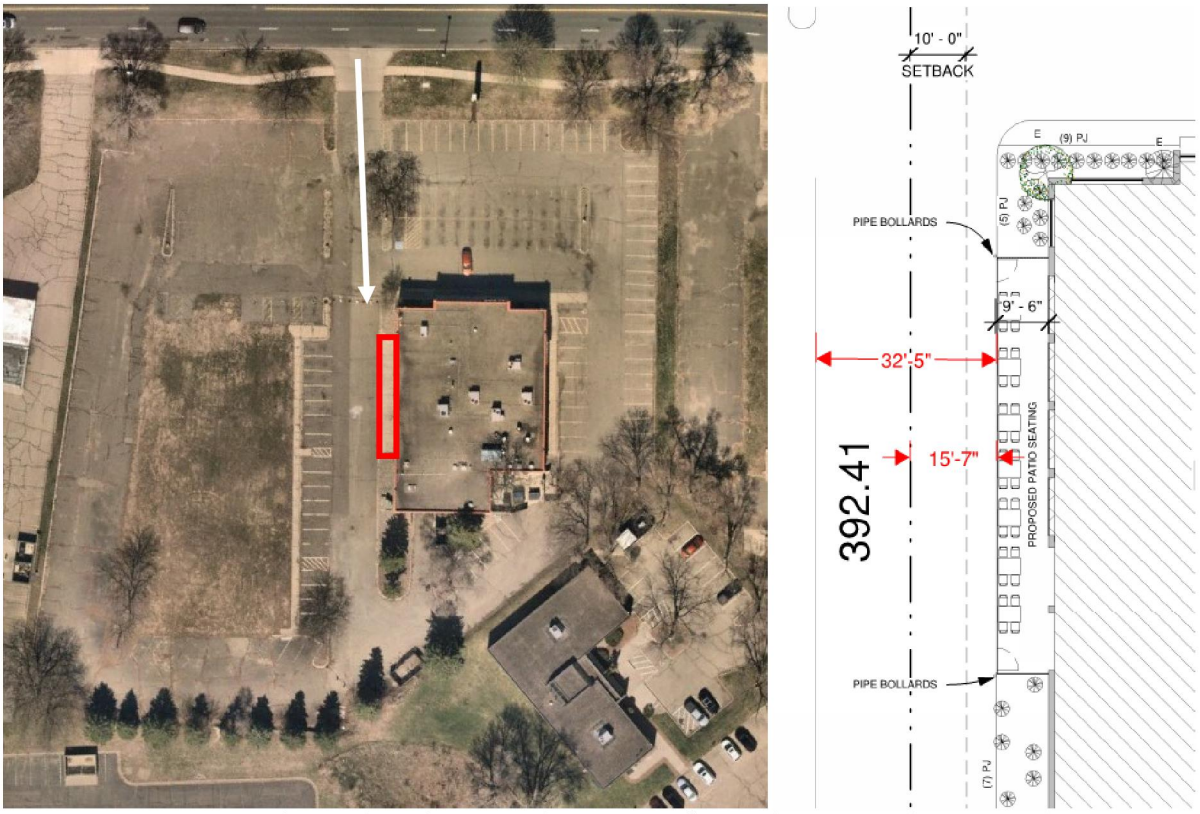



**Image 5.** Existing Access, Parking, and Circulation on Subject Property | Revised Approximately 704-SF Outdoor Patio.

*Parking*

When City staff initially met with the Applicant, the Applicant conveyed a proposed restaurant and bar use; however, upon further review of the provided plan sets, it was later determined that the proposal would also function as a nightclub. Clear determination of use and overall business function is crucial as it informs actual peak parking demands. Section 35-5502 (*Off-Street Parking Requirements*) provides that, "off-street parking and loading spaces shall be provided in all multi-family residential, mixed-use, **commercial**, and industrial districts in accordance with the requirements of this Unified Development Ordinance." City staff relayed concerns early on as to whether all minimum parking needs would be met on-site given the use and size of establishment and the Applicant's inquiries on potential options for parking off-site, including surrounding EDA-owned property.

There are provisions within City Code that allow for a development to reduce the required off-street parking spaces by up to fifty percent (50%) when it can be demonstrated in a parking-traffic study prepared consistent with City standards, and through the use of transit or demand management programs, noted special characteristics, etc. A parking-traffic study was not provided as part of the submittal.

Section 35-5503 (*Shared Parking*) allows for a portion of required parking spaces to be located on an adjacent property if the parking area complies with the standards and as authorized in accordance with approval of a conditional use permit (CUP). Although shared parking is encouraged in instances where it may be mutually beneficial for multiple users, City Code requires a burden of proof for a reduction in the total number of parking spaces and only in instances where:

1) A sufficient number of spaces is provided to meet the highest demand of the participating uses;
2) Evidence has been submitted by the parties operating the shared parking facility, to the satisfaction of the zoning administrator, documenting the nature of uses and the times when the individual uses will operate so as to demonstrate the lack of potential conflict between them;
3) The shared parking spaces will not be located in excess of 800 feet from the further most point of the space to the front door, or other viable building entrance as approved by the zoning administrator, of the use they are intended to serve;
4) Accessory off-site parking shall be located such that pedestrian traffic will not be required to cross a major thoroughfare as defined in Section 35-9200;
5) A shared parking agreement is submitted and reviewed as to form by the city attorney and addressing the provisions outlined under Section 35-9200.5;
6) The approved shared parking agreement shall be filed with the application for a zoning certificate or site plan and shall be recorded at Hennepin County in a manner as to encumber all properties involved in the shared parking agreement;
7) No zoning certificate will be issued until proof of recordation of the agreement is provided to the zoning administrator; and
8) Site improvements to ensure adequate lighting and pedestrian access between the shared parking and primary use may be required as a condition of approval by the City Council.

The Subject Property is surrounded on three sides by City EDA-owned property (5939 and 5915 John Martin Drive, and approximately 5.5 acres of 5910 Shingle Creek Parkway). HealthPartners Dental Clinic (5901 John Martin Drive) is located to the south; however, the majority of its on-site parking is located on yet another City EDA-owned property located at 5900 Shingle Creek Parkway via a driveway and parking easement. This parcel is also part of the Phase I Opportunity Site redevelopment.

The Applicant inquired as to whether off-site parking might be an option at the strip mall located to the northwest of the Subject Property and located at 6000 and 6050 Shingle Creek Parkway; however, these properties are part of a Reciprocal Easement Agreement (REA) with the neighboring former Target, located at 6100 Shingle Creek Parkway and also owned by the City's EDA. Said agreement provides shared parking and access between parcels with the majority of parking located on the Target site.

Although the Economic Development Authority (EDA) of the City of Brooklyn Center ultimately makes final decisions on the usage of land under ownership of the EDA, these lands have specifically been acquired in anticipation of the Opportunity Site redevelopment and historically, EDA lands have been conveyed for uses that will provide for the highest and best use given a particular zoning district and in alignment with the City's guiding documents and strategic policies.

The above information is addressed if only to convey that there appear to be limited opportunities for off-site parking and to accommodate the Applicant's identified parking needs. While there may be future opportunities for on-street parking as part of the Opportunity Site buildout and Main Street concept outlined in the adopted Infrastructure Framework, there are no known plans for this in the near future. The parking requirements are further detailed later under the *Variance* request portion of this report.

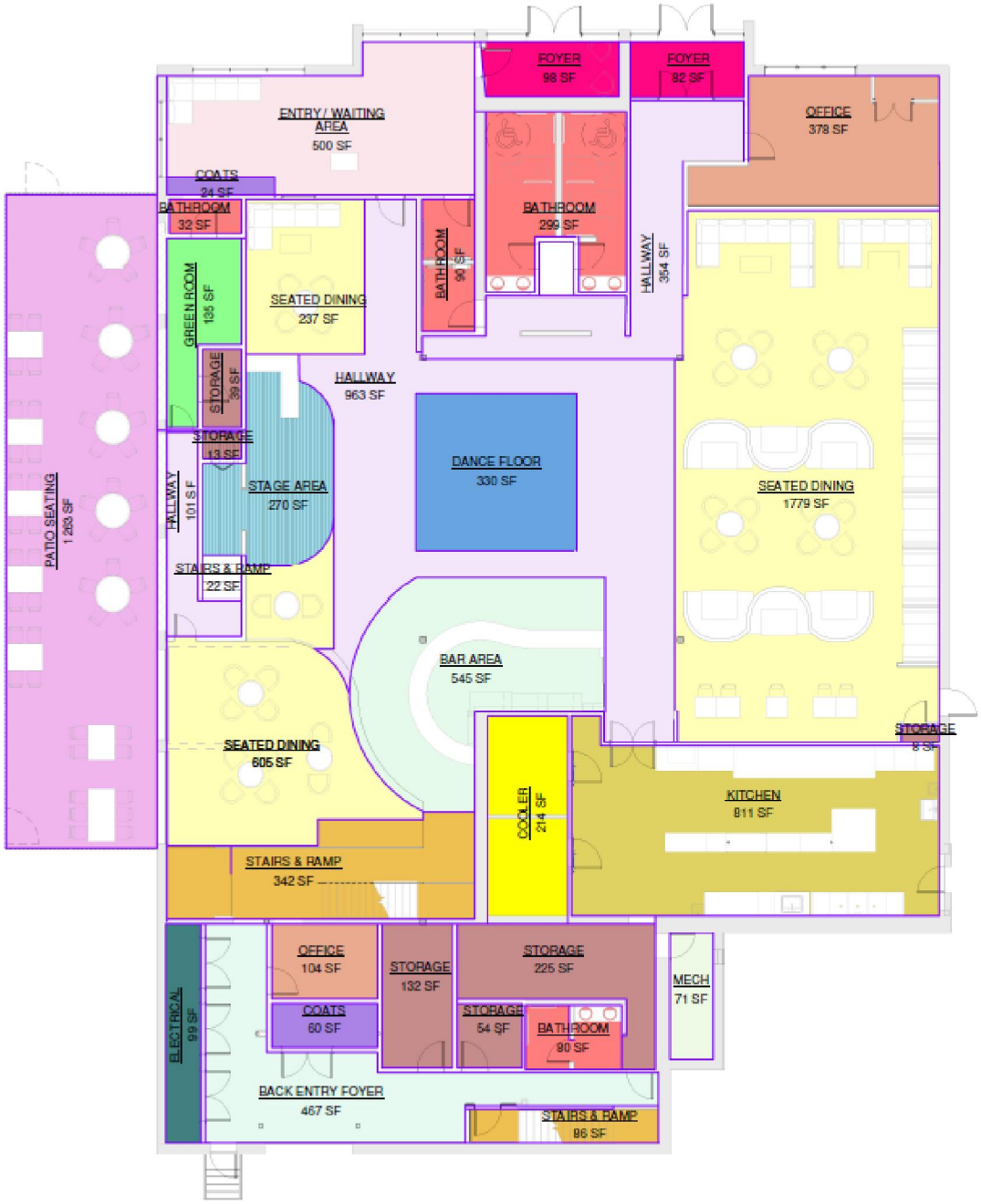



**Image 6.** Submitted Sheet A1-300 (Square Footage Allocations for Proposed Use).

As proposed, no alterations would be made to the existing parking lot other than select re-striping. The submitted plans denote 80 available on-site parking spaces on the Subject Property. The original site and

building plan approvals, as contemplated under Planning Commission Application No. 79035, identified 85 parking spaces; however, it appears five (5) parking spaces were removed to accommodate a trash enclosure located at the southeast corner of the building and intended for the current restaurant use.

The Applicant originally provided an occupancy load breakdown for the proposed restaurant and bar (nightclub) use and noted the following:

| | | | |
|---|---|---|---|
| SCOPE OF WORK: | BUILDING REMODELING FOR A 1 STORY RESTAURANT & BAR (NIGHTCLUB) WITH MEZZANINE | | |
| OCCUPANT LOAD: (MBC 1004.5) | MAIN LEVEL SEATED DINING: 2621 SF / 15 = 175 OCC (ACTUAL MAIN LEVEL SEATING PER PLAN) = | | 93 OCC |
| | PATIO (SEASONAL): 1263 SF / 15 = 83 OCC (ACTUAL PATIO SEATING PER PLAN) = | | 55 OCC |
| | DANCE FLOOR: | 330 SF / 15 = | 66 OCC |
| | (NOTE: OCCUPANTS ON DANCE FLOOR ARE AMONG THOSE SEATED) | | |
| | DJ: | 37SF | 1 OCC |
| | STAGE: | 160 SF / 15 = | 11 OCC |
| | KITCHEN: | 811 SF / 200 = | 4 OCC |
| | BAR (SERVICE ONLY): | 213 SF / 50 = | 4 OCC |
| | OFFICE: | 380 SF / 150 = | 3 OCC |
| | STORAGE (MEZZANINE): | 1204 SF / 500 = | 3 OCC |
| | **TOTAL:** | | **240 (MAX) OCC** |

With the reduction in size of the outdoor patio, the occupant loads were updated slightly from the original 240 occupants to **213 occupants (see below)**:

| | | | |
|---|---|---|---|
| OCCUPANT LOAD: (MBC 1004.5) | MAIN LEVEL SEATED DINING: 2621 SF / 15 = 175 OCC (ACTUAL MAIN LEVEL SEATING PER PLAN) = | | 93 OCC |
| | PATIO (SEASONAL): 704 SF / 15 = 46 OCC (ACTUAL PATIO SEATING PER PLAN) = | | 28 OCC |
| | DANCE FLOOR: | 330 SF / 15 = | 66 OCC |
| | (NOTE: OCCUPANTS ON DANCE FLOOR ARE AMONG THOSE SEATED) | | |
| | DJ: | 37SF | 1 OCC |
| | STAGE: | 160 SF / 15 = | 11 OCC |
| | KITCHEN: | 811 SF / 200 = | 4 OCC |
| | BAR (SERVICE ONLY): | 213 SF / 50 = | 4 OCC |
| | OFFICE: | 380 SF / 150 = | 3 OCC |
| | STORAGE (MEZZANINE): | 1204 SF / 500 = | 3 OCC |
| | **TOTAL:** | | **213 OCC** |

City staff and the Applicant were not in agreeance as to the determination of minimum parking needs for the Subject Property. The Applicant's architect had operated under the assumption that the entirety of the use would have parking calculated assuming a nightclub or "Assembly" calculation, which would assume a minimum of one (1) parking space for every three (3) seats/persons, including any staff. In reviewing the provided occupancy load calculations for the space, a maximum occupant load of 240 persons would have indeed require a minimum of 80 parking spaces; however, it appears the occupant load numbers were adjusted with respect to the dining, patio, and dance floor areas to calculate occupancy based off the provided layout of the tables and seating, as opposed to the occupant load as calculated under Minnesota Building Code.

In calculating minimum parking requirements, it should be noted that rarely is the occupant load used as the only source for calculating parking in assembly scenarios. City staff reviewed the architect's calculations for occupancy load (including assumed staffing), requested a separate calculation of occupancy load by the City Building Official, and asked the Applicant to provide a narrative and answer the conditional use permit criteria questions (as outlined later in this report) to gain a better understanding as to how the business might operate, peak usage based on potential events, etc. Additional staffing information is provided as part of the newly provided business summary and variance criteria questions in Exhibit A.

City staff also reached out to a neighboring municipality (Brooklyn Park) for a second opinion. They too confirmed that they would calculate the proposed use based on function because it would ultimately provide the best estimate with respect to the actual demand for parking, rather than utilizing the most restrictive calculation for the entirety of the space.

| Occupant Areas | Eating Establishment (1:2) | Assembly (1:3) |
|---|---|---|
| Main Level Seating | 93-175 occupants | |
| Patio (Seasonal)—Revised | 28-47 occupants | |
| Dance Floor | | 66-107 occupants |
| DJ/Stage | | 12-18 occupants |
| Kitchen Staff | 4 occupants | |
| Bartenders (Service Only) | 4 occupants | |
| Bar (Standing) | | 17 occupants |
| Office \| Entry \| Mezzanine | 6 occupants | |
| TOTAL | 135-236 occupants | 95-142 occupants |
| *Minimum Parking Range* | 68-118 spaces (93) | 32-48 spaces (45) |

**Table 1.** Revised Interpretation of Occupancies and Use Areas to Determine Minimum Parking on Subject Property.

In reviewing the provided plan sets, City staff noted the plans assumed no one would be standing at the bar and that the bar would be for service (4 bartenders) only; however, in calculating occupancy and even determining potential Met Council Sewer Availability Charges (SAC), this area is to be accounted for. Further, in reviewing the operation of the use, it was presumed that those on the dance floor, who might not have dedicated seating in the dining areas/VIP seating would likely walk up to the bar to place their drink order. The Building Official measured the bar area and presumed 17 occupants at 1 person for every 5 square feet, which is the calculation used for standing.

City staff noted only a small area appeared to be dedicated for the dance floor (330 square feet or 66 occupants). The plans represent a large amount of square footage dedicated to hallway area (which does not count towards occupancy), and there appears to be a general disconnect from the stage area. City staff re-measured the area with the assumption that a minimum 36-inch hallway corridor be maintained on either end of the stage and seated dining/VIP seating areas and ultimately calculated an approximately 750-square foot dance floor. The Building Official assumed 7 square feet per person given the dancing area, hence a max occupancy of 107 in the above Table 1. It should be noted that in the newly provided business summary that they plan to use a "dance floor made up of digital floor panels," hence their determination that all dancing would be limited to the noted 330 square feet.

With respect to the proposed patio and dining areas, City staff noted an occupant load was provided; however, an assumption of occupancy was made given the seating plan (tables and chairs) provided. While this can serve as a good gauge of occupancy, it is also dependent upon several factors, including

whether the seating is fixed or not. Given this, Table 1 above notes a bottom range that assumes the architect's seating plans and a top range based off building occupancy load for these areas. In determining minimum parking needs, City staff assumed a mid-range for calculating the dining and outdoor patio areas.

The provided narrative notes that Jambo Africa offers full-service, dine-in, take out, and delivery via several online entities such as Uber Eats, Chow-Now, and Doordash. They also provide off-site catering.

Hours of operation are provided in the narrative and note the following:

***Monday-Wednesday*** *11 a.m. to midnight*
***Thursday-Sunday*** *11 a.m. to 2 a.m.*

City staff requested additional information regarding business operations, which was provided in the business summary (Exhibit A). The Applicant notes the provision of a security team that is to be on-site for all nightly activities, Thursday through Sunday. It should be noted that security staffing is not accounted for in the above Table 1 under staffing, and although the Applicant notes they utilize a "carpool policy" for their staff, no information is provided as to how security staff (estimated at between 4-7 staff) arrives. As no breakdown of operations was provided for the restaurant and nightclub, and as the designated dining area is also noted as a "VIP seating" area, City staff assumed both areas would be open to customers during these times.

Assuming 80 on-site parking spaces, City staff initially determined in the original submittal, which contemplated the approximately 1,200-square foot outdoor patio, that the Subject Property was likely deficient by 74 parking spaces and would therefore require a parking variance. City staff conferred with the City Attorney as a public hearing was published for the site and building plan and conditional use permit requests in the August 31, 2023 *Sun Post* edition. City staff was directed to issue a letter outlining any missing information, the necessity and request for a variance, and an additional request to extend the 60-day review period for an additional 60-days as provided for under Minnesota Statutes Section 15.99—Refer to Exhibit C.

In reviewing the revised plan submittal with the reduced outdoor patio of approximately 704-square feet, it appears the Subject Property is deficient by **58 parking spaces**, which would still require the necessity of a parking variance. It should be noted that neither determination considers any parking needs for security staff and does not contemplate the Applicant's "car pool policy" as the City does not have language within its Unified Development Ordinance (UDO) to account for such. This area is fairly isolated and while there is public transit, the closest stop is local (722 line). Additional service routes are available off Shingle Creek Parkway and Bass Lake Road (County Road 10) or at the Transit Center. It is more likely customers would either use a ride-share service (e.g. Uber, Lyft) or carpool.

A site plan is provided (Sheet A1-100); however, no dimensions are provided that note parking space dimensions, drive aisle widths and alterations (assuming the proposed outdoor patio). As noted in the Assistant City Engineer's memo, it also appears the ADA parking is insufficient. Should additional ADA loading spaces be required, this may increase the overall parking deficiency. The Applicant noted in their revised responses that ADA parking requirements are not outlined in the City Unified Development Ordinance; however, these are and have always been calculated using the Minnesota Accessibility Code.

**Lighting**

A photometric plan was submitted with the application submittal; however, the originally provided plan did not provide the detailing necessary to determine whether it meets the code provisions as outlined under Section 35-5400 (*Exterior Lighting*). In response to a request for revised plans, the Applicant did provide an updated photometric plan and fixture specification on September 13, 2023; however, this plan still does not meet the City's requirements.

With that said, any photometric plan provided shall clearly demonstrate consistent levels of illumination across the existing open-air parking lot and avoid pockets of very low or high levels of illumination. Spot illuminations shall be provided to clearly demonstrate adherence to minimum and maximum illumination levels, as well as uniformity, proposed mounting heights for wall and parking lot lighting. The Applicant did provide fixture specifications; however, no detailing is provided as to the mounting heights, locations on the property, etc. The submitted wall fixtures, unless installed near the rear (south) loading and service areas, do not comply with City Code and will require revision. City staff had previously conveyed that wall-packs were not permitted.

Detail sheets were also requested of the Applicant to demonstrate enhanced illumination over all primary building entrances/exits and any pedestrian path ways as outlined under Section 35-5401.m.2 (*Lighting Standards*).

Given the intended hours of operation (Monday through Wednesday-11 a.m. to midnight, and Thursday through Sunday-11 a.m. to 2 a.m.) and the related conditional use permit request for the nightclub use, City staff is cognizant of potential safety concerns surrounding the existing lighting on-site and as this area is fairly isolated. The Subject Property abuts three vacant parcels of land owned by the City's Economic Development Authority (EDA), and the other users within proximity operate primarily in the daytime hours (i.e. HealthPartners Dental Clinic, Brooklyn Center School District administrative offices, Early College Academy and Centaur Beginnings Childcare, Jani-King, and Restaurant Depot).

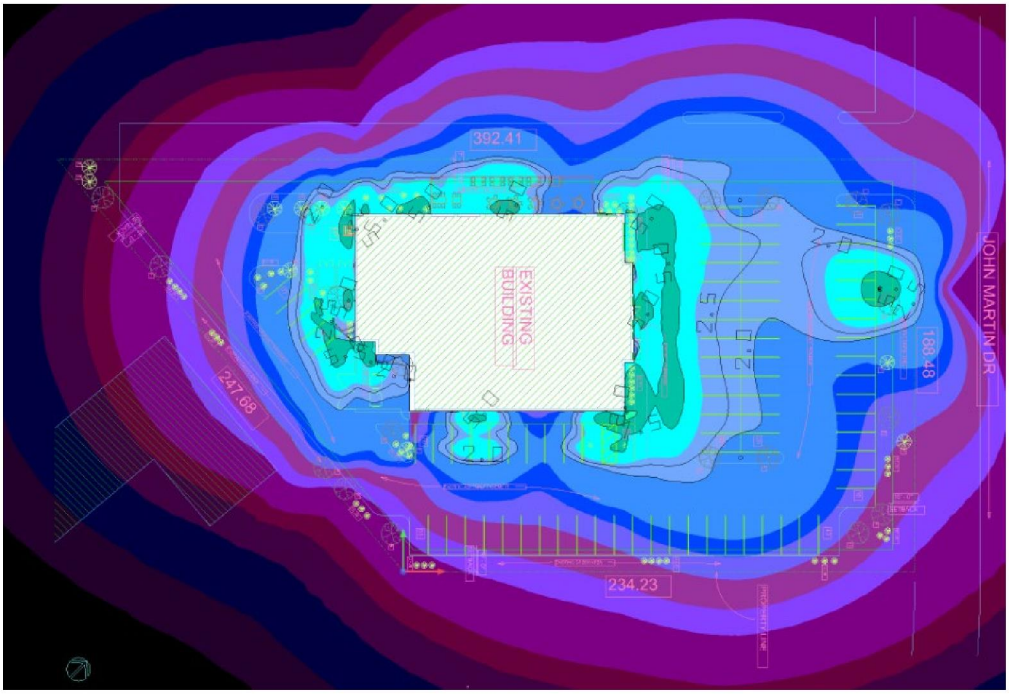



**Image 7.** Revised Photometric Plan for the Subject Property.

Following a review of the revised photometric plan in Image 7 above, City staff noted areas of high illumination along the building where existing wall-packs are located (in green and blue colors), and in the general area of an existing freestanding sign, which has a spotlight attached and oriented toward the parking lot.

The darker colors (dark blue, red, and purple colors) denote areas of lower illumination levels. This is likely due in part to the Subject Property not have any existing pole lights in the parking lot, with the exception of two, non-conforming globe lights on the north end of the Subject Property—refer to Image 8 below.




**Image 8.** Existing Non-Conforming Lighting on Subject Property (circled in red).

**Trash | Screening**

No trash plans were provided with the proposal. There is currently a trash enclosure located at the southeast corner of the building that is intended to serve the existing New King Buffet restaurant space. This enclosure also appears to hold an above ground grease tank. This area was originally approved for five (5) parking spaces, but with the transition from a sole tenant to two tenant use, separate trash enclosures were installed. The other existing trash enclosure is located at the southwest corner of the Subject Property and is not currently utilized given the closure of Tires Plus, which occupied the other tenant space. This trash enclosure appears to be in poor condition and is likely unnecessary with a proposed conversion back to a single use; therefore, City staff would request its removal—Refer to Image 9 below.



**Image 9.** Existing Trash Enclosures—New King Buffet (Left) and Former Tires Plus (Right).

There appear to be additional enclosures located off the former Tires Plus space, which were likely for

used tire storage. The submitted plans denote no plans to remove the enclosures, although the south loading door (as depicted in Image 8 below) would be patched to match the existing concrete exterior.



**Image 10.** Existing Enclosures for Former Tires Plus—to Remain.

All ground mounted equipment over 30-inches in height or greater than 12-cubic feet (e.g., transformers, mechanical) shall be effectively screened from public view. Similarly, roof-mounted equipment shall also be screened from view through use of parapets, wall/ fencing materials, or paint compatible and complementary to the building.

**Architectural Materials**

There are no plans to alter the exterior of the building, with the exception of adjustments to openings on the west and south elevations. As proposed, and as noted above, an existing loading dock door would be removed and patched to match the existing exterior. While the provided site plan notes this removal and patching, a detail sheet would be required for submittal as part of any building permit process.

The west elevation currently features a series of garage bay doors that formerly served Tires Plus. As proposed, four (4) of the garage bay doors would be removed and replaced with smaller, transom-style windows. The remaining sections below would be patched. Although this elevation notes the use of "squared" concrete block to match the existing material, it appears the building material that this elevation is predominately comprised of is split rib or fluted concrete. City staff would request confirmation as it appears there is squared or scored concrete block located in section of the south elevation of the building—refer to Image 10 above.

The remaining two (2) garage bay doors would be replaced with operable (retractable) glass garage doors that would lead out onto a revised 704-square foot outdoor patio. Said patio would be surrounded by an 8-foot high fence (wall). Refer to Image 11 below. City staff question the functionality of the proposed outdoor patio, as it appears the only access would be via the garage door (with no separate side door access). Additional safety concerns were raised in the letter addressed to the Applicant on September 9, 2023 regarding the identified gates for exiting, as they would open out onto the parking lot and drive aisles.

Although the patio size has since been reduced in size, it appears the two gates open inward as opposed to outward and directly into the drive aisle and parking areas, which is a safety concern.

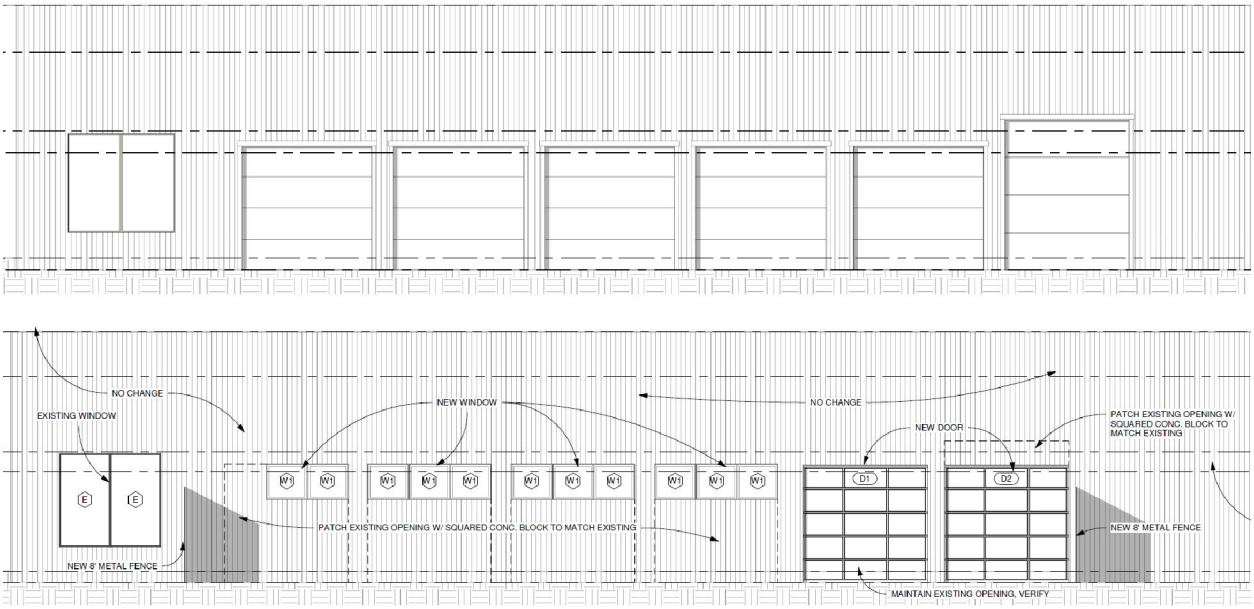



**Image 11.** Existing and Proposed Alterations to the West Elevation of the Subject Property Building.

City Code requires no less than 60-percent face brick, natural or colored stone, pre-colored or factory stained or stained on site textured pre-cast concrete panels, textured concrete block, stucco, glass, fiberglass, or similar materials. As proposed, this requirement would likely be met, although City staff requests an elevation-by-elevation percentage breakdown of materials for record purposes.

## Landscaping

The project submittal includes a landscape plan and detail sheet; however, no inventory of existing plantings and species/types was provided and City staff was unable to conduct a full review. City staff did make a formal request to the Applicant for this additional information as part of a letter dated September 9, 2023. City staff provided the Applicant with copies of the original and last revised landscape plans on file and as included with the preceding Planning Commission and City approvals on record from 1979 and 1991. These plans denote a minimum required 108 landscape points, which shall be satisfied by the Applicant. City staff also reviewed the provided landscape plan against the City's Unified Development Ordinance and specifically Section 35-5600 (*Landscaping, Screening, and Fences*).

**LANDSCAPE SCHEDULE**

| LEDGEND | QUANTITY | COMMON NAME | BOTANICAL NAME | SIZE | POINTS | REMARKS |
|---|---|---|---|---|---|---|
| H | 2 | HACKBERRY | CELTIS OCCIDENTALIS | 2 1/2" - 3" | 10/30 | ADD NEW |
| L | 6 | SKYLINE LOCUST | GLEDITSIA TRIACANTHOS 'SKYLINE' | 2 1/2" - 3" | 10/110 | ADD NEW |
| S | 6 | BLACK HILLS SPRUCE | PICEA GLAUCA DENSATA | 3 1/2" - 4" | 6/48 | ADD NEW |
| PJ | 30 | PFITXEN JUNIPER | JUNIPER CHINENSIS PFITXERIANA | 18" - 24" | 5/9.5 | ADD NEW |
| JB | 42 | JAPANESE GREEN LEAF BARBERRY | BERBERIS THUNBERGI | 18" - 24" | 5/19 | ADD NEW |
| E | 19 | | | | | EXISTING |

NOTE: VERIFY ALL EXISTING LANDSCAPING. EXISTING PLANTS TO REMAIN. ADD NEW PLANTS PER PREVIOUSLY APPROVED PLAN.

**Image 12.** Provided Landscape Schedule for the Subject Property.

It appears there are 19 existing plantings on the Subject Property at this time. As proposed, the Applicant would replace missing black hills spruce, skyline (honey) locust, and hackberry trees, all of which appear to be native to Minnesota, on the Subject Property. For shrubs, the Applicant proposes to replace missing juniper and Japanese green leaf barberry. Following a review of these plantings, which were all outlined on the original 1979 landscape plan schedule, City staff requests the Applicant replace the Japanese green leaf barberry with an alternate shrub, as the Minnesota DNR notes "Japanese Barberry" as a restricted planting with the propagation and sale of its numerous cultivars, including green barberry, noted as prohibited within the state of Minnesota.

A revised landscape plan was submitted to City staff on October 10, 2023; however, staff has not had time to review the revised plans. Review and approval of the landscape plan would be a requested condition of any City approval.

Although City staff has directed the Applicant to work off the originally approved and last revised landscape plans, which were reviewed on a point basis, the Applicant might also use the opportunity to explore opportunities to promote species diversity and resilience. The new landscaping requirements, which became effective in 2023, outline that no more than 40-percent of the total number of trees may be of the same species and that any landscape vegetation should utilize native and resilient plant types where possible in order to promote landscape resiliency and reduce site maintenance requirements. As has long been required, underground irrigation is also required for installation and maintenance.

**Signs**

No specific signage requests were made as part of the Application submittal. The Subject Property currently has existing wall signage and one (1) freestanding sign located on the Subject Property at this time. Any new signage would be required to comply with the provisions outlined within Section 35-6000 (*Signs*).

**Engineering Review**

James Soltis, Assistant City Engineer, initially reviewed the submitted site plan and provided a memorandum dated September 5, 2023. This memo has since been revised to reflect the updated plans—this revised memo is dated October 5, 2023 (Exhibit D). Memo comments addressed include deficiencies in available accessible parking, and additional detailing with respect to the proposed safety considerations for the patio in relation to the adjacent drive aisle.

**Building Review**

Building Official Dan Grinsteinner conducted a cursory review of the proposal in a memorandum dated October 2, 2023 (Exhibit E) and worked with City staff through a determination of outlined and expected occupancy loads for the building and patio and with respect to the minimum required parking.

A fire sprinkler and monitoring system is required for installation and is to be maintained at all times, and sufficient fire hydrants shall be provided. Additional detailing will be required to provide access to a fire sprinkler room or wall connections.

The Applicant will also need to meet any minimum ADA requirements with regard to the building and site improvements, and prior to issuance of any building permits, a SAC determination shall be submitted to the Metropolitan Council and any associated fees shall be paid at time of permit issuance. Given the restaurant use, City staff conversed with the Applicant on any proposed plans for a grease interceptor, as it does not appear the existing building has one. Per the provided memorandum, a grease interceptor will

be required to prevent any potential future blocking of City sanitary lines.

The Applicant will also need to coordinate with Hennepin County Health Department for any approvals for the restaurant use, and with the Minnesota Pollution Control Agency (MPCA) for the abandonment of any flammable interceptors.

Ultimately, building plans are subject to review and approval by the Building Official with respect to applicable codes prior to the issuance of permits.

**CPTED Review**
City staff requests that as part of any construction set review and in advance of any permit release, a CPTED (Crime Prevention through Environmental Design) review be completed by City staff.

**Other Considerations**
As is noted above, the Applicant would need to coordinate with MPCA to address any abandonment of any flammable interceptors/oil and sand separators, City staff requests the Applicant coordinate with MPCA regarding any regulations they might have and given the proposed improvements. In reviewing the MPCA's "What's in my Neighborhood?" map, which is a publicly accessible map, it appears there is an active item for "aboveground tanks" (MPCA ID: TS0055275) associated with the former Tires Plus, which was located on the Subject Property.

**CONDITIONAL USE PERMIT**
As noted in the beginning of the staff report, City staff initially met with the Applicant, where it was conveyed that the Applicant intended to open a restaurant and bar at the Subject Property; however, at time of initial application submittal (August 15, 2023) and upon a cursory review of the interior renovations City staff determined that the restaurant and bar layout contained a dance floor, large stage, green room, and dedicated DJ area. The original plans also denoted "VIP seating" on certain plan sheets and a "VIP back reception" off the rear entrance, which is now noted as a "back entry foyer."

At the time, the plan sets also only contemplated the main level dining area seating, outdoor patio, kitchen, bar (bartenders only, not service), office, and VIP back reception areas for occupancy purposes, but assigned no occupancies for the dance area, bar (service area), or stage/green room areas for a total of 160 occupants. These occupancies have since been revised.

City staff emailed the Applicant the same day the plans were received with respect to the use and proposed occupancies and received a response on August 16, 2023 from the Applicant's architect, agreeing with City staff's interpretation that there was a "nightclub" component and clarifying that, under building code, restaurants and nightclubs were in the same occupancy type category. They further agreed to update the submitted plans to reflect updates to the occupancies to better evaluate minimum parking needs and apply for a conditional use permit.

Conditional use permits, as outlined under Section 35-7700, are those uses which have been identified, because of their nature, operation, location, special requirements or characteristics, and that may only be allowed in a particular zoning district after submittal of an application, review, and recommendation by the Planning Commission, and approval by the City Council.

The conditional use permit process regulates: the location, magnitude, and design of conditional uses consistent with the Comprehensive Plan, and the regulations, purposes, and procedures of this Unified

Development Ordinance.

A conditional use permit ***may not*** be granted by the City Council unless the following criteria have been satisfied (**Note:** Applicant responses transcribed from submitted narrative—Exhibit A):

a. The conditional use will be in accordance with the general objectives, or with any specific objective, of the City's Comprehensive Plan and this UDO.

***Applicant Response:*** Certainly. We would not operate without being in full accordance with City Plans.

***City Staff Response (Finding):*** The Subject Property is located within the City's new Transit-Oriented Development (TOD) District, and is also future guided as Transit-Oriented Development under the City's 2040 Comprehensive Plan. The TOD zoning district and future land use designation of TOD are brand new to the City as of 2023 and 2019, respectively.

The purpose of the TOD District, as outlined under the City's Unified Development Ordinance (Section 35-2304), is to, "support opportunities for dense, transit-supportive and transit-oriented development. The TOD District requires intensities and patterns of development that support vibrant pedestrian activity, and discourages land uses and development patterns that could decrease walkability or interfere with future growth of transit-oriented development and transit ridership. The District intends to promote sustainable urban places that include places to live, work, shop, and recreate, reduce reliance on automobiles, and encourage the use of public transit. The District intends to foster job creation and economic growth in near-proximity to transit, and provides citizens with new housing and lifestyle choices with a high level of amenities and spaces for social interaction."

Although the Subject Property contains an existing building with no plans for building expansion/alteration, the building and design standards for the TOD District emphasize overall pedestrian friendliness (e.g. placement of buildings towards the property lines to promote pedestrian access, provision and placement of parking to promote density, minimum heights, provision of gathering spaces).

As the Subject Property is located within the City's designated Opportunity Site, City staff reviewed the Opportunity Site Infrastructure Framework, which was adopted by City Council in July 2021 under City Council Resolution No. 2021-90. This Framework is a foundational component to the Opportunity Site Master Plan process, which is anticipated to wrap up by the end of 2023, and outlines guidance regarding land use, road network, public space network, and stormwater systems. Adoption of this Framework was critical to preserving and progressing the Opportunity Site Master Plan process because absent cohesive, site-wide policy guidance, the City would be severely limited in its ability to *align private property reuse or redevelopment in the Opportunity Site with city and community goals through a development review process.* Further, it lays out site-wide infrastructure planning, including future proposed road connections, and in general, this Framework supports implementation of the City of Brooklyn Center's 2040 Comprehensive Plan, upon which the Master Plan has been based.

With respect to the proposed outdoor patio, outdoor seating for eating establishments may be permitted as a permanent use with approval of a conditional use permit. As such, certain

additional restrictions are outlined under Section 35-4409.g.3 (*Temporary Uses and Structures—Outdoor Seating for Cafes or Restaurants).* These standards specifically note that, "an outdoor dining area may be allowed accessory and incidental to a restaurant with indoor eating area on the same site provided that the outdoor eating area shall comply with the parking requirements in this UDO."

If no grade separation is provided between vehicular traffic and the outdoor dining area, such as in this case, permanent railings or fencing shall be provided around the dining area. The Applicant intends to install an 8-foot fence, which would actually be considered a wall under code. Although City staff is supportive of gathering spaces and particularly within the TOD District, concerns were identified as they relate to potential negative impacts and additional constraints to 5939 John Martin Drive, which is owned by the City EDA, and the locations of proposed egress, which would ultimately open out directly into the parking lot and shared drive aisle. While the patio has since been revised from 1,200-square feet to 704-square feet, the gates (egress) still open out into the adjacent drive aisle and parking areas, with no real buffer or area of refuge.

b. The establishment, maintenance, or operation of the conditional use will promote and enhance the general public welfare and will not be detrimental to or endanger the public health, safety, morals or comfort.

***Applicant Response:*** Absolutely. We are already active in the community, and we have a channel to help us reach out to the under-privileged.

***City Staff Response (Finding):*** City staff spoke to the Applicant and requested additional information concerning the proposed operation of the use as the narrative and provided conditional use permit criteria responses are brief in nature. Although the Applicant provided additional information on September 13, 2023, City staff still notes a significant parking deficiency. With no opportunities to expand parking, and given that this would not truly be in alignment with the purpose and function of the TOD district, City staff requested the Applicant look at ways to reduce their parking needs and overall intensity of use. While the Applicant reduced the size of their outdoor patio (74 parking space deficiency to 58 parking space deficiency), no other areas of the building were adjusted to reduce the overall intensity of use.

As City staff requested the Applicant file for a variance in addition to the site and building plan and conditional use permit requests, the Applicant will need to also address the practical difficulties criteria, which is a three-factor test (all of which must be satisfied). This test is as laid out under Minnesota State Statutes 462.357, subdivision 6 and notes that, "variances may be granted when the applicant for a variance establishes that there are practical difficulties in complying with the zoning ordinance." The requested conditional use permit would ultimately be conditioned upon the Applicant obtaining approval of a variance.

c. The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.

***Applicant Response:*** Wholly agree. As we know, maintaining good relationships with your neighbors is very important and can be made or broken simply by whether or not you keep your lot clean. For instance, we have made it a point since 2017 to regularly clean our parking lot, and

we extend the trash pickup to the surrounding businesses, including two hotels and the FBI building, and the curbs along Freeway Blvd.

***City Staff Response (Finding):*** As noted above, the Applicant would need to provide additional information as part of the variance request to assuage any concerns that the proposed use might be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted. While the hours of operation may not impact current businesses, there are potential issues of liability if the proposed use expands onto other neighboring properties. These include potential issues of parking off-site by patrons, trash, and general noise considerations. The closest active uses to the Subject Property are the HealthPartners Dental Clinic, which is just over 50 feet away, and the Brooklyn Center School District office, Early College Academy, and Centaur Beginnings Child Care, which is located less than 500 feet away, and Jani-King, which is located a little over 200 feet away. Restaurant Depot is located a little over 300 feet away; however, is positioned across John Martin Drive.

d. The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.

***Applicant Response:*** That is correct. We don't even have a clue how to go about impeding orderly development.

***City Staff Response (Finding):*** The Subject Property is surrounded on three sides by properties owned by the City's Economic Development Authority (EDA), which are intended for the future creation of new, walkable blocks and development within the Opportunity Site. As is contemplated in the Council-adopted Infrastructure Framework (2021), John Martin Drive, on which the Subject Property abuts, is identified as a future "Main Street" and the Framework identifies a future potential Garden Street that would run perpendicular to John Martin Drive and generally between the Subject Property and EDA-owned 5939 John Martin Drive. These properties are currently served by a single, shared driveway.

As proposed, the Applicant would build a revised 704-square foot outdoor patio with an 8-foot fence (wall). Although City staff appreciates the adjustment in patio size, there are still likely consequences in that traffic would ultimately be pushed onto the EDA property—this assumes redevelopment of the EDA property (5939 John Martin Drive) and the provision of minimum 20-foot lanes to provide minimum fire access.

e. Adequate measures have been or will be taken to provide ingress, egress, and parking so designed as to minimize traffic congestion in the public streets.

***Applicant Response:*** Certainly. Our personnel have measures in place (tracking the number of vehicles into the lot, traffic redirection) to allow for safe entrance and exiting.

***City Staff Response (Finding):*** As noted above, the Subject Property and neighboring EDA-owned 5939 John Martin Drive share a common driveway off John Martin Drive. No secondary access points are available for either property at this time. Based on the narrative provided by the Applicant, the peak traffic demand for the Subject Property use would likely be generated in the evening or nighttime hours and on weekends. Considering the EDA-owned property is vacant, City staff is unable to determine potential traffic congestion issues in the public streets at this time.

As the parking at 5939 John Martin Drive was left in place, City staff has some concerns there may be spillover onto the EDA property for parking purposes and as it is relatively convenient to the main entrance and proposed outdoor patio. Although the impacts may be negligible in the interim, the future vision of this and the other surrounding EDA properties are to redevelop to the highest and best use possible and in alignment with the currently underway Opportunity Site Master Plan.

As the proposed use is a restaurant/bar and nightclub, it is assumed there may be an exodus of customers at bar close, which is noted as 2 a.m. Thursdays through Sundays. The neighboring, existing users along John Martin Drive (i.e. HealthPartners Dental Clinic, Jani-King) are fairly low traffic uses and will likely not be impacted given their opposing hours of operation. The highest intensity use during the daytime is likely Restaurant Depot (5925 Earle Brown Drive), which is located to the north of the Subject Property.

f. Impacts such as noise, hours of activity, and exterior lighting have been sufficiently addressed to mitigate negative impacts on nearby uses.

***Applicant Response:*** Absolutely. Our business hours of operations will have no more of a negative impact on the area than any other business. Our after-hours processes and procedures are in place to expedite a safe and complete exit once business closes.

***City Staff Response (Finding):*** To City staff's knowledge, the surrounding brick and mortar businesses operate during the daytime hours; whereas, the peak demand for the proposed new Jambo Africa will likely be into the evening and nighttime hours. The Applicant notes in their narrative that they also offer "full-service dine-in, takeout, and delivery via several online entities such as Uber Eats, Chow-Now, and Doordash," and "provide off-site catering."

City staff concerns regarding potentially negative impacts to nearby uses primarily relate to an outlined deficiency in on-site parking, based on the original plans provided. City staff reviewed the provided occupant loads and "actual" occupant loads given by the Applicant's architect and compared them to occupancy load numbers calculated by the City Building Official. City staff also reviewed the provided narrative to further determine potential maximum activity on the property. It was from these numbers City staff was able to break down the eating establishment (restaurant) areas and assembly (nightclub) areas for parking calculation purposes. Based on this, it appears the Subject Property is at least 58 parking spaces short.

Other potential future concerns may be as they relate to noise during the evening hours given the proposed late-night hours, outdoor patio with garage doors (e.g. potential noise from the stage and DJ if open), and any mingling in the parking lots upon bar close.

g. The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located.

***Applicant Response:*** Yes, certainly, Jambo Africa is committed to the conformation of all regulations.

***City Staff Response (Finding):*** While the use (restaurant and bar with nightclub) are permitted through issuance of a conditional use permit, the Applicant does not conform to the applicable

regulations of the district in which the Subject Property is located with respect to parking. As is outlined in the site and building plan review portion of this report, there appear to be no alternatives to satisfy this parking deficiency at this time. Although the future buildout of the Opportunity Site may present opportunities for on-street parking, which was approved for as part of the Phase I development, this is likely years from coming to fruition.

**VARIANCE**

Variances may only be granted when the Applicant for the variance establishes that there are practical difficulties in complying with the zoning ordinance. Pursuant to Minnesota Statutes Section 462.357, subdivision 6, the City Council may only grant approval of a variance where "practical difficulties" exist as to the strict compliance with the City's Unified Development Ordinance and **each of the following criteria are satisfied (Note:** Applicant responses transcribed from submitted narrative—Exhibit A):

1. The variance is in harmony with the general purposes and intent of the City's Unified Development Ordinance.

   ***Applicant Response:*** We believe that the variance meets the intent of the Unified Development Ordinance. The existing drive lane along the west of the building is adjacent to an abandoned parking lot and separated by a narrow green space.

   ***City Staff Response (Finding):*** The variance request is centered around the necessity of a parking variance, of which City staff determined to be approximately 58 parking spaces short of the minimum requirements outlined for eating and drinking places and assembly uses. This is of further concern as the Transit-Oriented District (TOD) in which the Subject Property is located, is intended to support, "vibrant pedestrian activity and discourages land uses and development patterns that could decrease walkability or interfere with future growth of transit-oriented development and transit ridership."

   While City staff recognizes the Subject Property is non-conforming with respect to the building's location (setbacks) and parking, there are potential negative factors to be considered given the intended use comes in advance of any build out of this portion of the Opportunity Site, which would likely require structured and on-street parking to meet the purpose of both the TOD District and Opportunity Site. The "abandoned parking lot" and half of the drive lane the Applicant references above is owned by the City's Economic Development Authority and is intended for future redevelopment; therefore, it cannot be assumed it will remain in this condition.

2. The variance is consistent with the Comprehensive Plan.

   ***Applicant Response:*** Our request for a variance is so we can use an existing concrete slab for seasonal outdoor dining which is beneficial for patrons during the short summer months.

   ***City Staff Response (Finding):*** The request for an outdoor patio is not the sole contributor to the necessity of a parking variance—although it contributes, the indoor usage and intensities are the greatest factor as to why the parking variance is needed.

   The City's 2040 Comprehensive Plan designates this area with a future land use designation of "Transit-Oriented Development (TOD)" and the City's Future Land Use Plan is intended to demonstrate how the City intends to create a, "dynamic, sustainable, and integrated community

long-term." It further contemplates how the City might grow and change and breakdown future land uses in such a way as to create a, "balanced, and well-integrated land use pattern." This includes the incorporation of a "central spine" that encourages a diverse, and integrated mix of uses that promotes transit and walkability.

The TOD future land use designation is a new land use designation under the 2040 Comprehensive Plan that is planned for a mix of residential, commercial, office, and retail uses. Land is generally within a ½ mile of the Brooklyn Center Transit Station and is intended to provide these areas with frequent, and efficient bus/transit services and connections to the broader region. A minimum of 75-percent (%) of the land within this designation is planned for higher-density residential development, with the remainder developed for supporting retail, office, and commercial uses. This area would ultimately create a walkable, bikeable, and vibrant core in the City.

The City acknowledges that redevelopment will not happen overnight and notes there should be thoughtful approaches as to how new development can incorporate and integrate existing uses into redevelopment efforts to achieve incremental improvements; however, it would also be irresponsible to approve a use that does not appear to have the current infrastructure to support it.

3. The property owner proposes to use the property in a reasonable manner not permitted by this Unified Development Ordinance.

***Applicant Response:*** We believe it is reasonable for the success of our business and an amenity for our patrons to provide an outdoor space for seasonal dining.

***City Staff Response (Finding):*** A request to offer outdoor dining space within the City of Brooklyn Center by itself in a City that has limited sit-down dining opportunities is commendable and appears to be desired by the community; however, the Subject Property was never designed to accommodate an approximately 10,200-square foot restaurant and bar (nightclub) and while the parking standards as outlined under Section 35-5500 (*Parking and Driveways*) offer opportunities to reduce minimum parking requirements via a parking study, or through use of shared parking, a parking study was not conducted and there do not appear to be opportunities at this point in time to accommodate a shared parking scenario.

While the Applicant notes in their business summary (Exhibit A) that they enforce a "car pool policy" and even incentivize employees who bring other employees to work, the City does not currently have a policy in place for this or a means to calculate as part of the overall parking demands and would have concerns with setting precedent without this language in place. It appears that Saturdays require the greatest amount of staff given the "high volume of customers." On these days, they note the following anticipated staffing levels:

**Saturday**
**(we have the most staff on the premises due to the high volume of customers)**

**Bartenders = 3**

**Bar back = 1**

**Servers = 4**

**Kitchen = 2**

**Security = 6**

**Manager = 1**

**DJ = 2**

**Manager = 1**

Assuming this, there would potentially be upwards of 20 staff on hand. During the work week, they note a base staff of 5. In general, they employee 15 staff (4 full time, 11 part time with 4 of the 11 part time staff not working during night time activities).

The Subject Property was originally designed for sole use as a retail sporting goods store and over time evolved into a two-tenant building. Although there is currently a restaurant (buffet) user, this use occupies only a portion of the space and was offset, up until this past year, by an auto shop that had significantly less of a parking demand than the restaurant use.

As is discussed earlier in this report, City staff explored alternate opportunities for off-site parking and per the Applicant's inquiry to park either on the neighboring EDA property (5939 John Martin Drive) or across the street at Shingle Creek Center; however, those were determined to not be options at this time. Although City staff discussed the future vision of the Opportunity Site and specifically John Martin Drive, which is conceived in the draft Master Plan and City Council adopted Infrastructure Framework (2021) as a "Main Street" with on-street parking, the final plan has yet to be adopted and the Phase I development of the Opportunity Site has yet to go under construction.

4. The plight of the landowner is due to circumstances unique to the property *not* created by the landowner.

***Applicant Response:*** This is an existing property in which the land is maximized in regards to the existing building and paved parking areas. There is no space available to increase the existing number of parking spaces.

***City Staff Response (Finding):*** The existing property (Subject Property) was maximized in terms of the existing building and paved parking areas, and under the assumption of a retail store use as opposed to a restaurant and bar (nightclub). In reviewing the parking requirements for the original, approximately 8,820-square foot retail store with 1,425-square feet of storage, the staff report notes the "minimum required 85 parking stalls" was provided for. Over time, five (5) parking spaces approved as part of the 1979 City Council approvals were lost to accommodate an additional trash enclosure for restaurant use; however, the restaurant use did not occupy the whole building and the approximately 3,700-square foot Tires Plus required less parking as a use. Although City staff was unable to identify the minimum parking for Tires Plus within the documentation on file, the minimum parking would likely have been calculated assuming the

following:

> *Three (3) spaces for each enclosed bay plus one space for each day shift employee plus a minimum of two spaces for service vehicles and one additional space for each service vehicle over two in number.*

Assuming this, the former Tires Plus would've likely required a minimum of 26 on-site parking spaces—whether located in each of the 6 original bays or in the surface parking lot and assuming 6 employees as noted per paperwork found on file. This would've left 54 on-site parking spaces for the current restaurant use and assumes the loss of the five (5) parking spaces to the restaurant trash enclosure.

At one point in time, it appears the current New King Buffet space was utilized for the short-term storage of merchandise by Kohl's per a Certificate of Occupancy dated 1994. It also appears there may have been a restaurant/buffet use in the late 1990s, post warehouse use (1994) and prior to New King Buffet occupying the space (2008).

5. The variance, if granted, will not alter the essential character of the locality.

***Applicant Response:*** We believe that our proposed vision is an excellent use of an existing building that may sit vacant for years to coming and be a benefit to the community and future uses of the adjacent property once developed.

***City Staff Response (Finding):*** The area the Subject Property is located within is positioned for great transformation over the coming years as part of the City's Opportunity Site. This area has been contemplated for redevelopment since the 2000s and the Economic Development Authority of the City of Brooklyn Center has, to-date, acquired approximately 49 acres of the approximately 80-acre Opportunity Site, and as part of its commitment to the vision for a downtown Brooklyn Center.

This vision is further laid out and reinforced within the draft Opportunity Site Master Plan (slated for adoption later this year), adopted Opportunity Site Infrastructure Framework (2021), 2040 Comprehensive Plan, and recently adopted Unified Development Ordinance (UDO).

As proposed, the building, which is non-conforming with respect to the City's TOD setback requirements and placement of parking, would remain. While the 2040 Comprehensive Plan outlines opportunities for working with existing uses, City staff is concerned with the long-term impacts and constraints the use might cause. Although the Applicant outlines opportunities to minimize parking needs through their "car pool policy" and notes that dancing would be limited to the 300-square foot dance floor because they use digital panels, City staff is unable to justify these as part of its review as there are no considerations outlined in the Unified Development Ordinance.

It should be further noted that economic considerations alone shall not constitute a "practical difficulty." In considering a variance application, "quasi-judicial" authority is exercised in that the City evaluates the facts presented against a legal standard (i.e. a City's adopted minimum parking requirements given a use). Prior to requesting consideration of a variance, an Applicant should always review all possible alternatives that would meet code requirements before applying for a variance.

**ANTICIPATED PERMITTING AND CONDITIONS**

Following a review of the submittal materials and the requests, approval of all three (3) application requests (i.e. site and building plan, conditional use permit, and variance) are required in order to forward this request. It should be reiterated that in order to approve the conditional use permit and variance requests, satisfaction of all criteria is required. City staff recommends the following conditions be attached to any positive recommendation on the approval of Planning Commission Application No. 2023-006 for the Subject Property located at 5927 John Martin Drive and approval of a restaurant and bar (nightclub) with approximately 704-square foot outdoor patio:

1. Any major changes or modifications made to this Site and Building Plan, and as outlined within the City Code, can only be made by an amendment to the approved Site and Building Plan as approved by the City Council.
2. The building plans are subject to review and approval by the Building Official with respect to applicable codes prior to the issuance of permits, and with respect to the cursory review comments provided in the Building Official's memorandum dated October 2, 2023.
3. The Applicant shall work to ensure all applicable Minnesota Fire Code requirements have been met as part of any site plan approval and with respect to the proposed modifications to the building.
    i. A fire sprinkler system is required to be installed and shall be maintained on a consistent basis per City Code requirements.
4. A SAC Determination shall be submitted by the Applicant to the Metropolitan Council and any associated fees paid at time of any permit issuance for the building and outdoor patio uses.
5. Application to and approval from the Hennepin County Health Department for the intended restaurant and bar use.
6. The Applicant shall provide any final site and building plans to City staff for a CPTED review and make alterations as necessary prior to permit release.
7. A revised landscape plan and detailing shall be submitted to ensure compliance with the originally approved landscape plan (1979) and last revised landscape plan (1991), which contemplate a minimum required 108 landscape points for the Subject Property.
    i. Revise landscape schedule to provide inventory of existing landscape plantings.
    ii. Replace proposed Japanese Barberry with alternate shrubs, to be approved by the City Planner.
8. The Applicant shall ensure an irrigation system is in place or install a new system where necessary to facilitate maintenance of site landscaping and green areas, and irrigation shop drawings for review and approval prior to installation.
9. Any outside trash disposal facilities and rooftop or ground mechanical equipment shall be appropriately screened from view per City Code requirements and a detail sheet provided.
    **i.** The existing trash enclosure located at the southwest corner of the Subject Property shall be removed and the area restored.
10. The Applicant agrees to comply with all conditions or provisions noted in the Assistant City Engineer's review memorandum, originally dated September 5, 2023, and revised October 5, 2023.
11. The Applicant shall work with the property owner located at 5939 John Martin Drive (Economic Development Authority of the City of Brooklyn Center) to determine necessity of an amendment or creation of a new covenant and easement for storm sewer, driveway purposes and pedestrian use, and development agreement and covenants for the

construction and maintenance of the aforementioned storm sewer and driveway, and with respect to the proposed permanent outdoor patio.

12. Coordinate with the Minnesota Pollution Control Agency (MPCA) for abandonment and/or removal of the sand and oil interceptor, any trench drains, and any remediation efforts that might be required assuming the former auto shop use.
13. Application and issuance of a City liquor license.
14. Application and approval of a City live entertainment license.
15. The Applicant shall submit a Sign Permit Application for any proposed signage (e.g., wall, freestanding) and receive issuance of a permit prior to any installation. All signage shall conform to City requirements.

**ALTERNATIVES**

1. **Vote to recommend City Council approval of Planning Commission Application No. 2023-006 for approval of a site and building plan, conditional use permit, and variance for the Subject Property located at 5927 John Martine Drive with the above-outlined conditions of approval.** By voting to approve this application, the site and building plan and conditional use permit for the restaurant and bar (nightclub) and approximately 704-square foot outdoor patio with a parking deficiency (variance) of 58 parking spaces would be approved, subject to the above-noted conditions of approval.

2. **Vote to recommend City Council denial of Planning Commission Application No. 2023-006 for approval of a site and building plan, conditional use permit, and variance for the Subject Property located at 5927 John Martine Drive.** By voting to deny this application, the requests for site and building plan and a conditional use permit for a restaurant and bar (nightclub) and approximately 704-square foot outdoor patio with a parking deficiency (variance) of 58 parking spaces would be denied.

**ATTACHMENTS**

**Exhibit A –** Planning Commission Application No. 2023-006 Plans and Documents, submitted August 23, 2023, and last revised September 13, 2023.
**Exhibit B –** Public Hearing Notices, submitted for publication in the Brooklyn Center *Sun Post*, and dated August 31, 2023 and September 28, 2023.
**Exhibit C –** Letter to Applicant, prepared by City Planner Ginny McIntosh, and dated September 9, 2023.
**Exhibit D –** Review Memorandum, prepared by Assistant City Engineer James Soltis, and last revised October 5, 2023.
**Exhibit E –** Review Memorandum, prepared by Building Official Dan Grinsteinner, and last revised October 2, 2023.

Exhibit B

# CITY OF BROOKLYN CENTER
# NOTICE OF PUBLIC HEARING

**TO WHOM IT MAY CONCERN:**

Please take notice that the Planning Commission of the City of Brooklyn Center will hold an in-person public hearing on **Thursday, September 14, 2023** at approximately 7:00 p.m. Meeting materials can be accessed by visiting the City of Brooklyn Center's website at: https://www.brooklyncentermn.gov/. A definite time for this application to be considered cannot be given as it will depend on the progression of the agenda items.

**TYPE OF REQUESTS:** Site and Building Plan, Conditional Use Permit

**APPLICANT | PROPERTY OWNER:** AWC HOLDINGS LLC | Lin Shuang LLC

**PROPERTY ADDRESS | PID:** 5927 John Martin Drive, Brooklyn Center, MN 55430 | 02-118-21-21-0015

**BRIEF STATEMENT OF CONTENTS OF PETITION:** The Applicant is requesting review of a proposal to convert the existing New King Buffet and former Tires Plus located at 5927 John Martin Drive into an approximately 10,200-square foot restaurant and bar (nightclub) with approximately 1,200-square foot outdoor patio.

Comments and questions may be forwarded to gmcintosh@brooklyncentermn.gov up until 4:30 pm on the day of the meeting, or by contacting Ginny McIntosh at (763) 569-3319. Your comments will be included in the record and addressed as part of the meeting. Alternatively, you may participate in the Planning Commission meeting via Webex at: logis.webex.com

Meeting Number (Access Code): 2633 430 0970
Password: BCPC09142023
By Phone: 1 (312) 535-8110
(Enter Access Code)

Auxiliary aids for persons with disabilities are available upon request at least 96 hours in advance. Please contact the City Clerk at (763) 569-3300 to make arrangements.

Respectfully,
Ginny McIntosh
City Planner and Zoning Administrator

Published in the
Sun Post
August 31, 2023
1337638

CITY OF
BROOKLYN CENTER

# NOTICE OF PUBLIC HEARING

**TO WHOM IT MAY CONCERN:**

Please take notice that the Planning Commission of the City of Brooklyn Center will hold an in-person public hearing on **Thursday, October 12, 2023** at approximately 7:00 p.m. Meeting materials can be accessed by visiting the City of Brooklyn Center's website at: https://www.brooklyncentermn.gov/. A definite time for this application to be considered cannot be given as it will depend on the progression of the agenda items.

**TYPE OF REQUEST:** Variance

**APPLICANT | PROPERTY OWNER:** AWC HOLDINGS LLC | Lin Shuang LLC

**PROPERTY ADDRESS | PID:** 5927 John Martin Drive, Brooklyn Center, MN 55430 | 02-118-21-21-0015

**BRIEF STATEMENT OF CONTENTS OF PETITION:** The Applicant is proposing to convert the existing New King Buffet and former Tires Plus located at 5927 John Martin Drive into an approximately 10,200-square foot restaurant and bar (nightclub) with outdoor patio. Upon review of the proposal, it was determined that the Applicant will require a variance to allow for fewer parking spaces than required by the City Code.

Comments and questions may be forwarded to gmcintosh@brooklyncentermn.gov up until 4:30 pm on the day of the meeting, or by contacting Ginny McIntosh at (763) 569-3319. Your comments will be included in the record and addressed as part of the meeting. Alternatively, you may participate in the Planning Commission meeting via Webex at: logis.webex.com

Meeting Number (Access Code): 2633 772 9306
Password: BCPC10122023
By Phone: 1 (312) 535-8110
(Enter Access Code)

Auxiliary aids for persons with disabilities are available upon request at least 96 hours in advance. Please contact the City Clerk at (763) 569-3300 to make arrangements.

Respectfully,
Ginny McIntosh
City Planner and Zoning Administrator

Published in the
Sun Post
September 28, 2023
1343781

# Jambo Africa Restaurant and Bar

**5927 John Martin Drive, Brooklyn Center, MN**

## Narrative

### Description of Work

**We are submitting documents for city approval including a conditional use permit. We feel that what we are proposing is an excellent use for this property and will benefit the community.**

**The proposed project consists of remodeling the entire interior space of the building for a nightclub with restaurant and bar. The existing use was a restaurant (east half) and auto repairs (west half). No work is planned for the exterior of the building with the exception of removing the existing overhead doors on the west facade and replacing with glass.**

**Over the years some of the approved landscaping from 1991 is gone. We propose to add back any plants and trees to bring the landscaping back to what it was. The existing concrete pad along the west overhead doors will be used for seasonal patio seating.**

### Usage of the Property

**Jambo Africa is a restaurant & Bar (nightclub), based in Brooklyn Center, Mn. We specialize inoriginal and authentic cuisine from the African continent, such as cassava, torborgee, plantain, and pepper soup, prepared and sauteed with special spices and sauces.**

**We are one of the first African-owned restaurants in the Minneapolis/St Paul metro area to cater to members of the large and growing African communities in the Twin Cities. We offer full-service dine-in, takeout, and delivery via several online entities such as Uber Eats, Chow-Now, and Doordash.**

**We provide offsite catering, and we have been recognized as one of the Preferred Vendors for several cities (Brooklyn Park, Champlin, Coon Rapids, etc) in the northern metro since 2017.**

**We will be transferring all restaurant operations from the current location,1601 Freeway Blvd, to the new location, 5729 John Martin Drive.**

### Hours of Operations

**Monday – Wednesday** **11:00 am to 12:00 am**

**Thursday – Sunday** **11:00 am to 02:00 am**

**We have established processes and procedures for safety, for our customers, and our team members, and a security team is in place and onsite for all nightly activities Thursday through Sunday.**

**The following are the criteria for the conditional use permit:**

**Section 35-7703 CONDITIONAL USE PERMIT CRITERIA. A conditional use permit may not be granted by the City Council unless the following criteria have been satisfied:**

a. **The conditional use will be in accordance with the general objectives, or with any specific object of the City's Comprehensive Plan and this UDO**

   **Applicant Response: Certainly. We would not operate without being in full accordance with City Plans.**

b. **The establishment, maintenance, or operation of the conditional use will promote and enhance the general public welfare and will not be detrimental to or endanger the public health, safety, morals, or comfort**

   **Applicant Response: Absolutely. We are already active in the community, and we have a channel to help us reach out to the under-privileged**

c. **The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within this neighborhood**

**Applicant Response: Wholly agree. As we know, maintaining good relationships with your neighbors is very important, and can be made or broken simply by whether or not you keep your lot clean. For instance, we have made it a point since 2017 to regularly clean our parking lot, and we extend the trash pickup to the surrounding businesses, including two hotels and the FBI building, and the curbs alongside Freeway Blvd.**

d. **The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district**

**Applicant Response: That is correct. We dont even have a clue how to go about impeding orderly development**

e. **Adequate measures have been or will be taken to provide ingress, egress, and parking so designed as to minimize traffic congestion in the public streets**

**Applicant Response: Certainly. Our personnel have measures in place (tracking the number of vehicles into the lot, traffic redirection) to allow for safe entrance and exiting**

f. **Impacts such as noise, hours of activity, and exterior lighting have been sufficiently addressed to mitigate negative impacts on nearby uses**

**Applicant Response: Absolutely. Our business hours of operations will have no more of a negative impact on the area than any other business. Our after-hours processes and procedures are in place to expedite a safe and complete exit once business closes**

g. **The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located**

**Applicant Response: Yes, certainly, Jambo Africa is committed to the conformation of all regulations**

**Thank you for your consideration.**

# Jambo Africa

**5927 John Martin Drive**
**Brooklyn Center, MN**

## Variance Criteria

**a) The variance is in harmony with the general purposes and intent of this UDO.**
**We believe that the variance meets the intent of the Unified Development Ordinance. The existing drive lane along the west of the building is adjacent to an abandoned parking lot and separated by a narrow green space.**
**b) The variance is consistent with the Comprehensive Plan.**
**Our request for a variance is so we can use an existing concrete slab for seasonal outdoor dining which is beneficial for patrons during the short summer month's.**
**c) The property owner proposed to use the property in a reasonable manner not permitted by this UDO.**
**We believe it is reasonable for the success of our business and an amenity for our patrons to provide an outdoor space for seasonal dining.**
**d) The plight of the landowner is due to circumstances unique to the property and not created by the landowner. This is an existing property in which the land is maximized in regards to the existing building and paved parking area. There is no space available to increase the existing number of parking spaces.**
**e) The variance, if granted, will not alter the essential character of the locality. We believe that our proposed vision is an excellent use of an existing building that may sit vacant for years to come and be a benefit to the community and future uses of the adjacent property once developed.**

## Additional Review Information

**1) The proposed approximately 1,200-square foot outdoor patio will extend into the existing drive aisle that is shared with neighboring 5939 John Martin Drive. In consideration of the proposed patio, City staff has concerns regarding minimum fire access through this area and around the building, overall circulation on the Subject Property, safe exiting from the patio area given the locations of the proposed gates, and any mitigative measures considered to minimize negative impacts to the adjacent property, as outlined under Section 35-7703 (Conditional Use Permit Criteria). We are proposing that the existing drive aisle along the west side be a one way drive (south to north) for the primary use of trash removal vehicles. Please note that the property to the west is an abandened parking lot.**

**2) Revision of the submitted photometric plan to meet City Code requirements outlined under Section 35-5400 (Exterior Lighting), which shall clearly demonstrate consistent levels of illumination across the existing open-air parking lot and avoid pockets of very high or low levels of illumination. Spot illuminations shall be provided to clearly demonstrate adherence to minimum and maximum illumination levels, as well as uniformity, and a fixture schedule provided. As previously indicated, the existing pole and wall lighting is non-conforming. Detail sheets shall be provided clearly demonstrating enhanced illumination over all primary building entrances/exits and any pedestrian path ways as outlined under Section 35-5401.m.2 (Lighting Standards) of the City Code. Updated photometric plan and fixture types attached.**

**3) The submitted landscape plan shall be revised to provide an inventory of all existing plantings and species/types. The last revised landscape plan on file and dated November 14, 1991 indicated a minimum**

**required 108 landscape points, which shall be satisfied by the Applicant. We have indicated 105 plants (new and replacement). Please note that an existing trash enclosure is located near the SE corner of the existing building which was not present on the 1991 plan. If required, we can locate the 3 missing plants elsewhere.**

**4) Revise proposed architectural plans to clearly identify proposed areas of change and a percentage breakdown of materials on an elevation-by-elevation basis. Provide additional west elevation rendering denoting the anticipated changes to the existing garage bay doors, as the proposed outdoor patio wall (fencing) makes it difficult to review. The west facade is the only exterior wall with modifications. 2 of the existing overhead doors will be replaced with full glass overhead doors. The remaining openings will have transom glass and the remainder of these opening infilled with scored concrete masonry units to match the existing. Updated west elevation attached.**

## Jambo Africa

**5927 John Martin Drive**
**Brooklyn Center**

### Business Operation Summary

**During regular business hours in the week, we employ a base crew consisting of 2 cooks, 1 Dish washer, 1 server and 1 manager.**

**Since covid, 80% of our orders come through third-party apps including Door-Dash, Uber Eats, and Rushable.**

**Approximately 20% of our clientele are walk-in/dine-in.**

**We operate more as a takeout dining shop, which allows us to accommodate the dine-in customers with minimal staff.**

**Our demographic tends to be the 21-35 plus range, there are some on Fridays and Sundays we see less activities, which is why the staff is so small on those days.**

**Our overall staff includes 15 employees, 4 are full time and 11 are part time (4 of 11 don't work during night activities)**

### Additional notes:

**We enforce a strict dress code on the weekends, in hopes of deterring hoodlum customers.**

**Our dance floor is made up of digital floor panels**

**Our night staff follows our car-pool policy, ensuring we all leave together.**

****staff call pool policy**

**Most of our staff live near each other and some don't even drive, so with that in mind we started a car pool plan so that everyone has a ride to work at night cause uber and lift are expensive. I give 10 dollars per person brought to work by another employee on their check.**

### Fri & Sun

**Bartenders = 1-2**
**Bar back = 1**
**Servers = 3.5**
**Kitchen = 1.5**
**Security = 3-4**
**Manager = 1**
**DJ = 1**
**Manager = 1**

### Saturday

**(we have the most staff on the premises due to the high volume of customers)**

**Bartenders = 3**
**Bar back = 1**
**Servers = 4**
**Kitchen = 2**
**Security = 6**
**Manager = 1**
**DJ = 2**
**Manager = 1**

### Security

**Fri & Sun = 4**
**Saturday = 6-7**

# Jambo Africa

**5927 John Martin Drive**
**Brooklyn Center, MN**

## Zoning plan review Items:

**A1-100 – Site Plan**

**1. Indicate the disturbed area due to patio and other site disturbances. Square footage over 10,000 sf will trigger a city land disturbance permit and additional site review requirements.**
**The patio is located on an existing concrete slab along the west side of the building. We are putting a fence around it.**

**2. Site plan indicates a change in locations of accessible parking spaces from the previous use. Provide documentation the proposed locations meet MN Accessibility Code requirements. We are indicating 2 accessible stalls along the east of the building per the 1991 landscape plan we received. 2 additional stalls were indicated in the center north parking area that were designated for the previous business occupying the west suite. I am unable to find in the UDO the ratio of required accessible stalls. We will add the required number but ask for the # of stalls required.**

**3. The number of provided accessible parking spaces does not meet MN Accessibility Code for minimum number of accessible spaces. Indicate additional locations to meet this minimum number including documentation these locations meet applicable code requirements.**
**I am unable to find in the UDO the ratio of required accessible stalls. We will add the required number but ask for the # of stalls required.**

**4. Proposed patio extends into the drive aisle along the North West side of building. Verify reduced drive width meets city minimum requirements for a two way drive as indicated in Section 35-5504. PARKING SPACE STANDARDS. The patio is an existing concrete slab. The city property to the west is an abandoned parking lot. We are taking the patio area of the existing concrete slab back to the edge of the drive aisle.**

**5. Provide details of any alteration to the drainage patterns along the North Western drive regarding any patio work. We are not altering any existing grades.**

**6. Provide a description of the work related to the patio including any removal of pavement or adjustment to grades. Provide documentation the proposed patio meets MN Accessibility Code requirements. There is no removal of any pavements or disturbance of grades.**

**7. Provide a description of any safety considerations for the patio in regard to the adjacent drive.**
**Pipe bollards will be placed at the SW and NW corner of the existing patio area.**

**General Items:**

**8. From Section 35-320: Required Documents, the following are required as part of this submittal. A survey drawing by a registered engineer or land surveyor showing pertinent existing conditions, accurately dimensioned. We are not altering any existing paving or the building. We have been told due to this that a survey is not requied at this time.**

# JAMBO AFRICA RESTAURANT N BAR

**CODE SUMMARY**

SCOPE OF WORK: BUILDING REMODELING FOR A 1 STORY RESTAURANT & BAR (NIGHTCLUB) WITH MEZZANINE

APPLICABLE CODES:
2020 MINNESOTA BUILDING CODE
2020 MINNESOTA ACCESSIBILITY CODE
2020 MINNESOTA BUILDING CONSERVATION CODE
2020 MINNESOTA STATE MECHANICAL AND FUEL GAS CODE
2020 MINNESOTA STATE FIRE CODE
2020 MINNESOTA STATE PLUMBING CODE
2020 NATIONAL ELECTRIC CODE

OCCUPANCY TYPE: A-2 (MBC SECTION 303.2)

CONSTRUCTION TYPE: V-B ~ S1 (MBC TABLES 506.2) EXISTING MASONRY BUILDING WITH STEEL BAR JOIST ROOF STRUCTURE

OCCUPANT LOAD: (MBC 1004.5)

| | | |
|---|---|---|
| MAIN LEVEL SEATED DINING: 2621 SF / 15 = 175 OCC (ACTUAL MAIN LEVEL SEATING PER PLAN) = | | 93 OCC |
| PATIO (SEASONAL): 704 SF / 15 = 46 OCC (ACTUAL PATIO SEATING PER PLAN) = | | 28 OCC |
| DANCE FLOOR: | 330 SF / 15 = | 66 OCC |
| (NOTE: OCCUPANTS ON DANCE FLOOR ARE AMONG THOSE SEATED) | | |
| DJ: | 37SF | 1 OCC |
| STAGE: | 160 SF / 15 = | 11 OCC |
| KITCHEN: | 811 SF / 200 = | 4 OCC |
| BAR (SERVICE ONLY): | 213 SF / 50 = | 4 OCC |
| OFFICE: | 380 SF / 150 = | 3 OCC |
| STORAGE (MEZZANINE): | 1204 SF / 500 = | 3 OCC |
| **TOTAL:** | | **213 OCC** |

SIGNAGE: PROVIDE TACTILE SIGNAGE AT ALL RESTROOMS PER MBC 703.1

EXIT LIGHTING: LED TYPE EXIT/EMERGENCY LIGHTS MUST BE LOCATED AT EACH EXIT PER IBC SECTION 1008 - ILLUMINATE BOTH INTERIOR & EXTERIOR.

AUTOMATIC FIRE SPRINKLER: EXISTING SPRINKLER SYSTEM INSTALLED THROUGHOUT

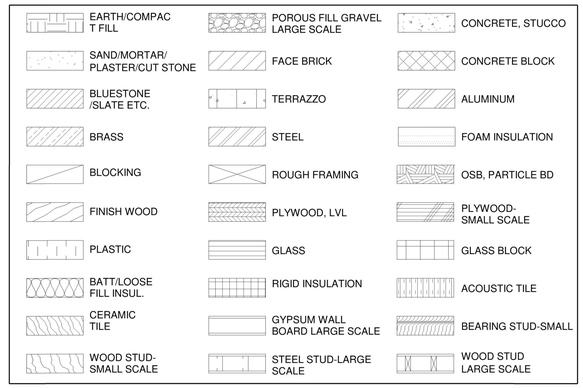
PLUMBING FIXTURES: (IBC TABLE 2902.1/ 2902.2)
FIXTURES REQUIRED: 3 WC / 3 LAV PER SEX
FIXTURES PROVIDED: 2 WC / 2U / 2 LAV (MEN) + 4 WC / 2 LAV (WOMEN) + 1 WC / 1 LAV @ 3 UNISEX + 1 WC / 2 LAV (STAFF) + SERVICE SINK

GROSS FLOOR AREA: 10,106 SQ. FT. (MAIN LEVEL)
1458 SQ. FT. (MEZZANINE)

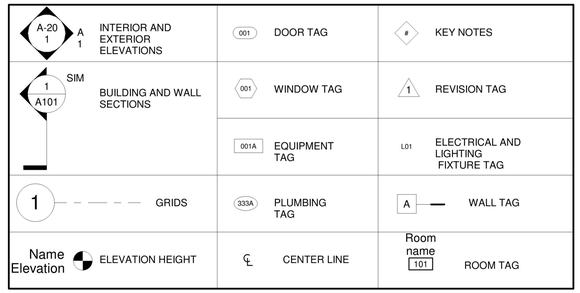
BUILDING HEIGHT: EXISTING 1 STORY W/ MEZZANINE

**GENERAL NOTES**

1. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING ALL DIMENSIONS AND EXISTING CONDITIONS.
2. SIMILAR MATERIALS INDICATED ON DIFFERENT PLANS, SECTIONS AND DETAILS, AND ANNOTATED ON ONE OR MORE PLAN, SECTION OR DETAIL SHALL BE CONSIDERED ANNOTATED, NOTED OR LABELED COMPLETELY ON ALL PLANS, SECTIONS AND DETAILS.
3. IN THE CASE OF AMBIGUITIES, DISCREPANCIES OR IRREGULARITIES IN THE DRAWINGS, SPECIFICATIONS, MANUFACTURING INSTRUCTIONS, SITE CONDITIONS OR APPLICABLE CODES AND STANDARDS, REQUEST CLARIFICATION FROM THE ARCHITECT OR ENGINEER BEFORE PROCEEDING. THE COST OF CORRECTING WORK DONE AS A RESULT OF PROCEEDING WITHOUT OBTAINING CLARIFICATION WILL BE BORNE SOLELY BY THE CONTRACTOR.
4. THE CONTRACTOR AND/OR OWNER MUST VERIFY AND CHECK ALL NOTES, FLOOR PLANS, ELEVATIONS, SECTIONS AND DETAILS AND NOTIFY THE ARCHITECT OF ANY ERRORS OR OMMISSIONS FOR POSSIBLE CORRECTION PRIOR TO START OF CONSTRUCTION.
5. ELECTRICAL, MECHANICAL & PLUMBING REMODEL PLANS (IF REQUIRED) SHALL BE SUPPLIED BY THE CONTRACTORS PERFORMING THE WORK.
6. SPRINKLER SYSTEM MODIFICATION LAYOUT SHALL BE PROVIDED BY THE CONTRACTOR PERFORMING THE WORK.
7. ALL WORK SHALL COMPLY WITH ALL LOCAL AND STATE BUILDING CODES & ORDINANCES.
8. SEE CONSTRUCTION PLANS FOR ADDITIONAL INFORMATION.




MATERIAL SYMBOL




TAG SYMBOL

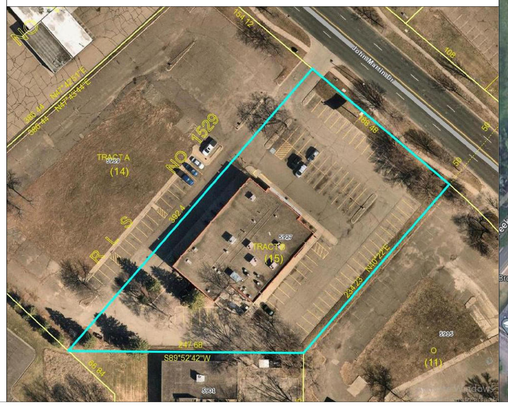
## PROJECT SCOPE:

INTERIOR REMODEL

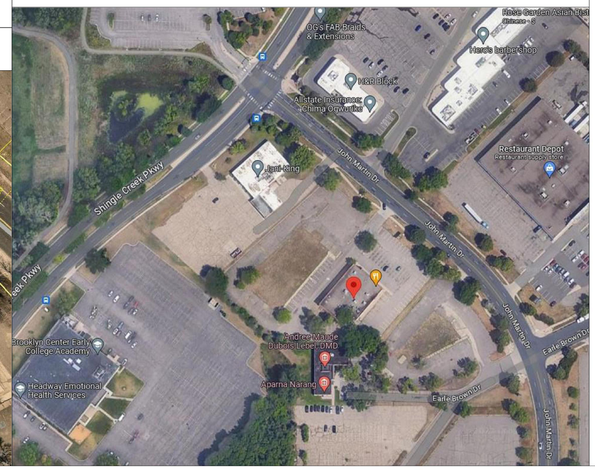
## PROJECT LOCATION:

5927 John Martin Dr, Brooklyn Center, MN 55430

## SITE:




## SITE LOCATION:




## DRAWING INDEX:

| Sheet # | Sheet Name |
|---|---|
| A0-001 | TITLE |
| A0-101 | EXISTING FLOOR PLAN |
| A0-201 | EXISTING ELEVATIONS |
| A0-202 | EXISTING ELEVATIONS |
| A1-100 | SITE PLAN |
| A1-101 | MAIN FLOOR PLAN |
| A1-102 | MAIN FLOOR PLAN - FF&E |
| A1-201 | MEZZANINE FLOOR PLAN |
| A1-203 | RESTROOM ENLARGED PLAN & ELEVATION |
| A1-204 | RESTROOM ENLARGED PLAN & ELEVATION |
| A1-300 | AREA PLAN |
| A1-301 | FINISH PLAN |
| A1-302 | RCP |
| A1-303 | EMERGENCY EXIT PLAN |
| A2-101 | EXTERIOR ELEVATION |
| A2-102 | EXTERIOR ELEVATION |
| A6-101 | DOOR/WINDOW SCHEDULES & DETAILS |
| A6-102 | DETAILS |
| A8-101 | SPECIFICATIONS |
| A8-102 | ADAAG |
| A9-101 | 3D VIEWS |
| A9-102 | 3D VIEWS |
| E1-100 | EQUIPMENT PLAN |

COPYRIGHT 2023

JIM MACKEY ARCHITECT
1723 LAFOND AVENUE
SAINT PAUL , MN 55104
PHONE/FAX 651-644-0869
E-MAIL jim.mack@q.com

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

JAMES A. MACKEY
DATE_____ LIC.NO._23018

RAYS DESIGNS
MINNEAPOLIS, MN
tel: 612.470.2789
email: priyanka@rays-designs.com
www.rays-designs.com

TERMS:
CONTRACTOR TO VERIFY ALL DIMENSIONS, AS BUILT CONDITIONS (IF APPLY) AND SITE CONDITIONS, BEFORE ORDERING MATERIAL OR DEMOLISHING EXISTING STRUCTURES. CONTRACTOR AND ALL SUBS MUST REPORT ANY DISCREPANCIES TO DESIGNER IMMEDIATLY. AS BUILT AND SITE CONDITIONS OFTEN HAVE UNIQUE CONDITIONS THAT CANNOT BE PREDICTED OR FORSEEN AT DESIGN COMPLETION. CONTRACTOR, SUBS AND DESIGNER WILL WORK TOGETHER TO REACH A SOLUTION IF ANY SITUATION MAY ARISE.

JAMBO AFRICA RESTAURANT & BAR

REMODEL

5927 John Martin Dr, Brooklyn Center, MN 55430

CONSTRUCTION DOCUMENTS

**Revision Schedule**

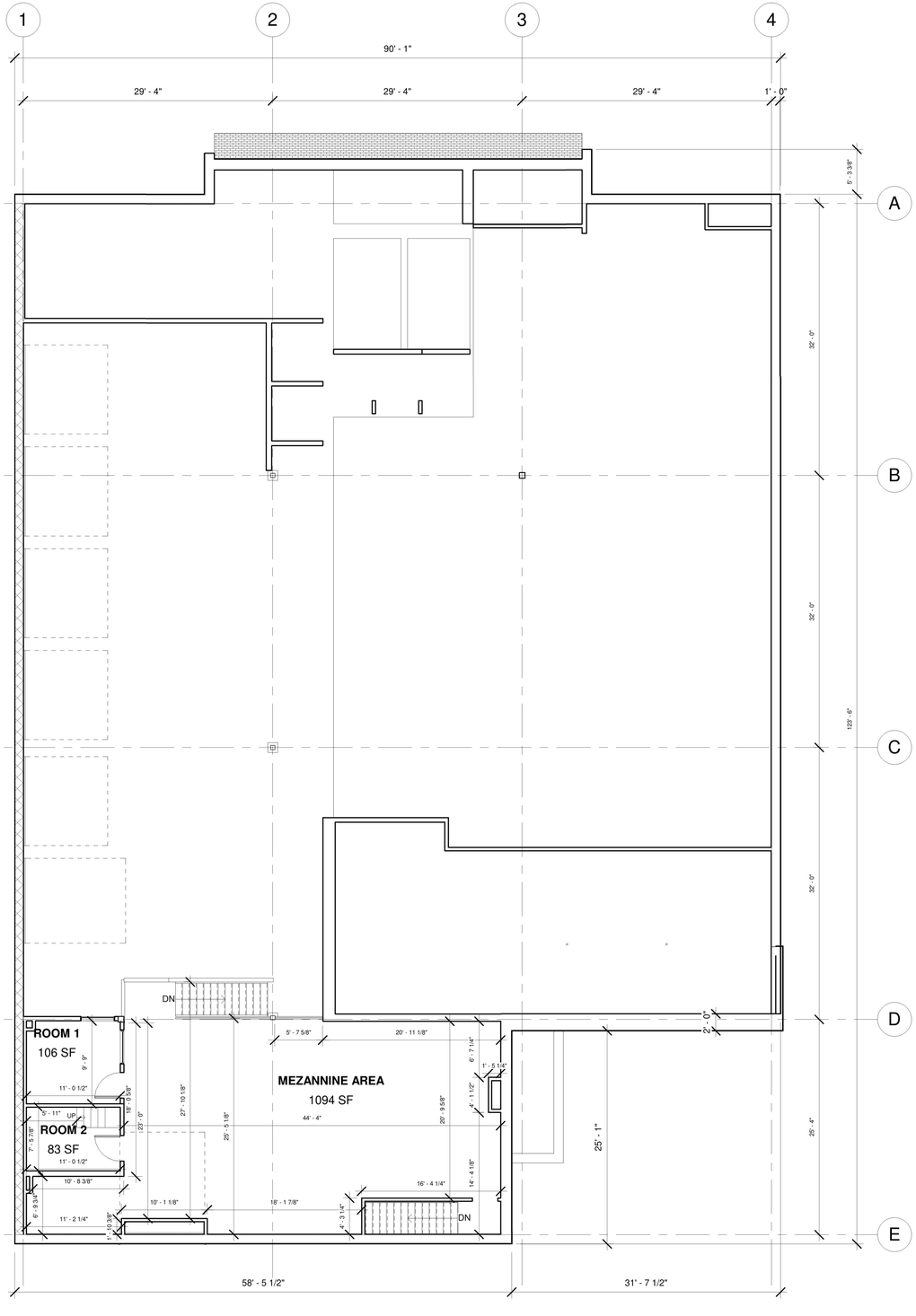
| No. | Description | Date |
|---|---|---|

TITLE

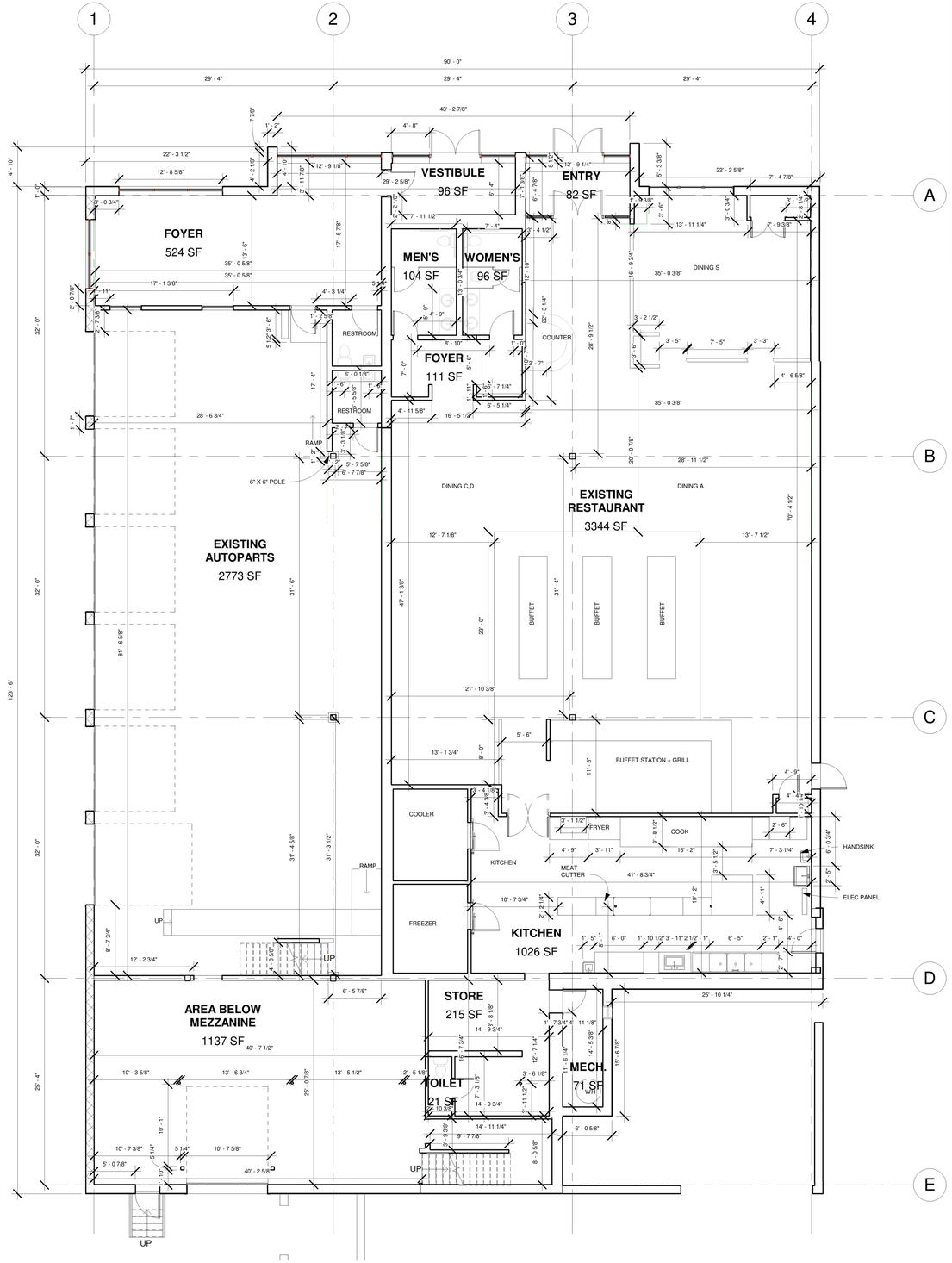
| | |
|---|---|
| Project number | 23710 |
| Date | 09-13-2023 |
| Drawn by | ST |
| Checked by | PRS |

A0-001

C:\Users\pixox\OneDrive - Rays Designs\Shared PUBLIC\Projects\Project_2023\23710 - RSD - 5927 John Martin Dr, Brooklyn center, MN 55430_Simone\05 - Revit\5927 John Martin Dr - CD -Revision 3_ 09-12-2023.rvt
9/13/2023 9:42:43 AM




2 EXISTING MEZZANINE FLOOR
A0-101 1/8" = 1'-0"




1 EXISTING MAIN FLOOR
A0-101 1/8" = 1'-0"

COPYRIGHT 2023

JIM MACKEY ARCHITECT
1723 LAFOND AVENUE
SAINT PAUL , MN 55104
PHONE/FAX 651-644-0869
E-MAIL jim.mack@q.com

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

JAMES A. MACKEY
DATE_____ LIC.NO._23018____

RAYS DESIGNS
MINNEAPOLIS, MN
tel: 612.470.2789
email: priyanka@rays-designs.com
www.rays-designs.com

TERMS:

CONTRACTOR TO VERIFY ALL DIMENSIONS, AS BUILT CONDITIONS (IF APPLY) AND SITE CONDITIONS, BEFORE ORDERING MATERIAL OR DEMOLISHING EXISTING STRUCTURES. CONTRACTOR AND ALL SUBS MUST REPORT ANY DISCREPANCIES TO DESIGNER IMMEDIATLY. AS BUILT AND SITE CONDITIONS OFTEN HAVE UNIQUE CONDITIONS THAT CANNOT BE PREDICTED OR FORSEEN AT DESIGN COMPLETION. CONTRACTOR, SUBS AND DESIGNER WILL WORK TOGETHER TO REACH A SOLUTION IF ANY SITUATION MAY ARISE.

# JAMBO AFRICA RESTAURANT & BAR

## REMODEL

5927 John Martin Dr, Brooklyn Center, MN 55430

## CONSTRUCTION DOCUMENTS

**Revision Schedule**

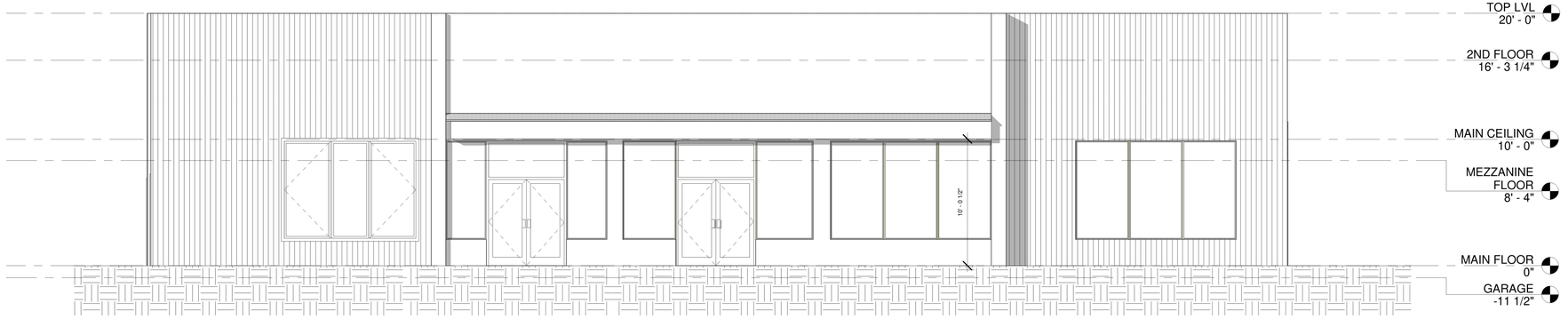
| No. | Description | Date |
|---|---|---|

## EXISTING FLOOR PLAN

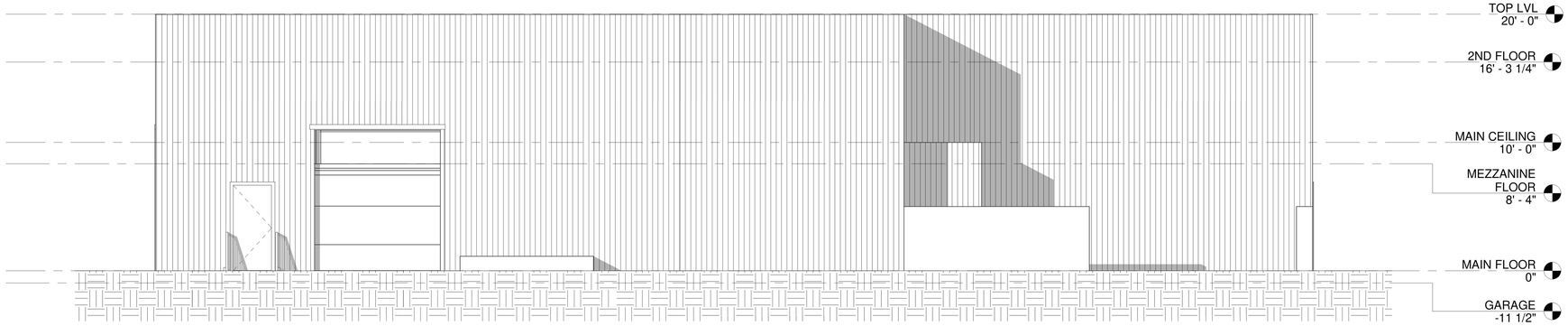
| | |
|---|---|
| Project number | 23710 |
| Date | 08-17-2023 |
| Drawn by | ST |
| Checked by | PRS |

A0-101

C:\Users\pixxx\OneDrive - Rays Designs\Shared PUBLIC\Projects\Project_2023\23710 - RSD - 5927 John Martin Dr, Brooklyn center, MN 55430_Simone\05 - Revit\5927 John Martin Dr - CD -Revision 2_ 08-14-2023.rvt
8/17/2023 1:30:14 PM




3 A0-201 NORTH EXIST
3/16" = 1'-0"




4 A0-201 SOUTH EXIST
3/16" = 1'-0"

JIM MACKEY ARCHITECT
1723 LAFOND AVENUE
SAINT PAUL , MN 55104
PHONE/FAX 651-644-0869
E-MAIL jim.mack@q.com

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

JAMES A. MACKEY
DATE_____ LIC.NO._23018_____

RAYS DESIGNS
MINNEAPOLIS, MN
tel: 612.470.2789
email: priyanka@rays-designs.com
www.rays-designs.com

TERMS:

CONTRACTOR TO VERIFY ALL DIMENSIONS, AS BUILT CONDITIONS (IF APPLY) AND SITE CONDITIONS, BEFORE ORDERING MATERIAL OR DEMOLISHING EXISTING STRUCTURES. CONTRACTOR AND ALL SUBS MUST REPORT ANY DISCREPANCIES TO DESIGNER IMMEDIATLY. AS BUILT AND SITE CONDITIONS OFTEN HAVE UNIQUE CONDITIONS THAT CANNOT BE PREDICTED OR FORSEEN AT DESIGN COMPLETION. CONTRACTOR, SUBS AND DESIGNER WILL WORK TOGETHER TO REACH A SOLUTION IF ANY SITUATION MAY ARISE.

# JAMBO AFRICA RESTAURANT & BAR

## REMODEL

5927 John Martin Dr, Brooklyn Center, MN 55430

## CONSTRUCTION DOCUMENTS

**Revision Schedule**

| No. | Description | Date |
|---|---|---|
| | | |

## EXISTING ELEVATIONS

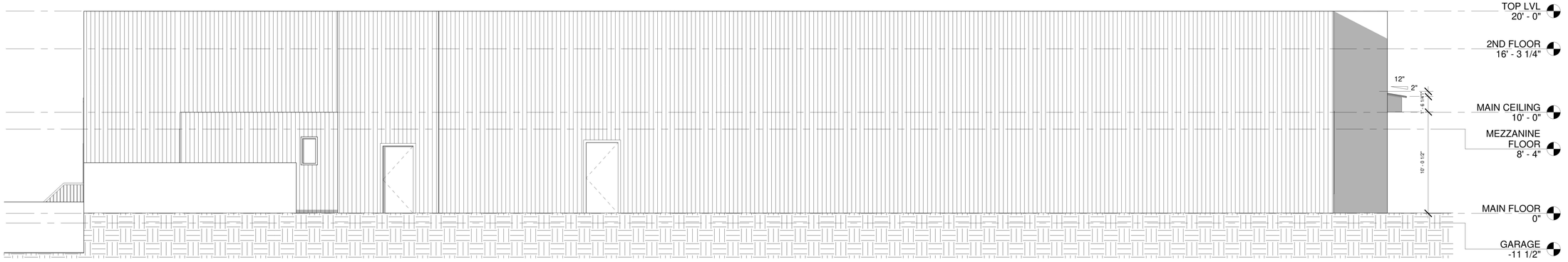
| | |
|---|---|
| Project number | 23710 |
| Date | 08-17-2023 |
| Drawn by | ST |
| Checked by | PRS |

A0-201

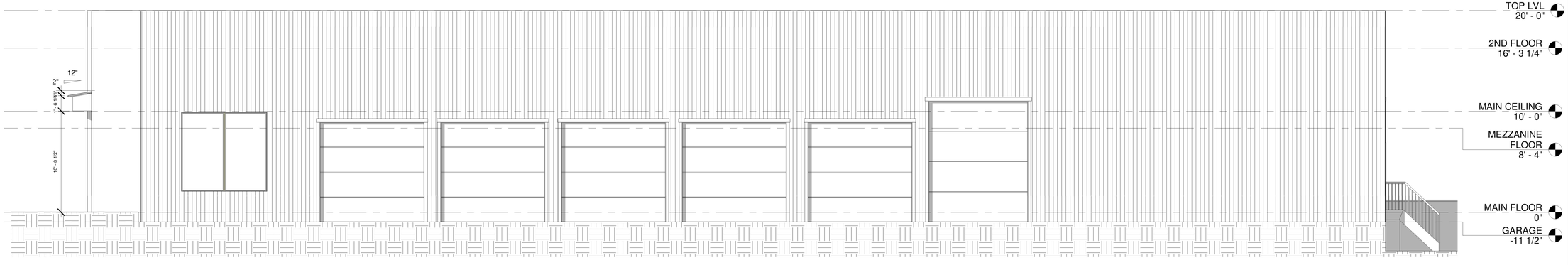
COPYRIGHT 2023

C:\Users\pixox\OneDrive - Rays Designs\Shared PUBLIC\Projects\Project_2023\23710 - RSD - 5927 John Martin Dr, Brooklyn center, MN 55430_Simone\05 - Revit\5927 John Martin Dr - CD -Revision 2_ 08-14-2023.rvt

8/17/2023 1:30:15 PM




1 A0-202 EAST EXIST
3/16" = 1'-0"




2 A0-202 WEST EXIST
3/16" = 1'-0"

JIM MACKEY ARCHITECT
1723 LAFOND AVENUE
SAINT PAUL , MN 55104
PHONE/FAX 651-644-0869
E-MAIL jim.mack@q.com

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

JAMES A. MACKEY
DATE_____ LIC.NO._23018_____

RAYS DESIGNS
MINNEAPOLIS, MN
tel: 612.470.2789
email: priyanka@rays-designs.com
www.rays-designs.com

TERMS:

CONTRACTOR TO VERIFY ALL DIMENSIONS, AS BUILT CONDITIONS (IF APPLY) AND SITE CONDITIONS, BEFORE ORDERING MATERIAL OR DEMOLISHING EXISTING STRUCTURES. CONTRACTOR AND ALL SUBS MUST REPORT ANY DISCREPANCIES TO DESIGNER IMMEDIATLY. AS BUILT AND SITE CONDITIONS OFTEN HAVE UNIQUE CONDITIONS THAT CANNOT BE PREDICTED OR FORSEEN AT DESIGN COMPLETION. CONTRACTOR, SUBS AND DESIGNER WILL WORK TOGETHER TO REACH A SOLUTION IF ANY SITUATION MAY ARISE.

# JAMBO AFRICA RESTAURANT & BAR

## REMODEL

5927 John Martin Dr, Brooklyn Center, MN 55430

## CONSTRUCTION DOCUMENTS

**Revision Schedule**

| No. | Description | Date |
|---|---|---|
| | | |

## EXISTING ELEVATIONS

| | |
|---|---|
| Project number | 23710 |
| Date | 08-17-2023 |
| Drawn by | SS |
| Checked by | PRS |

# A0-202

COPYRIGHT 2023

C:\Users\pivox\OneDrive - Rays Designs\Shared PUBLIC\Projects\Project_2023\23710 - RSD - 5927 John Martin Dr, Brooklyn center, MN 55430_Simone\05 - Revit\5927 John Martin Dr - CD -Revision 2_ 08-14-2023.rvt

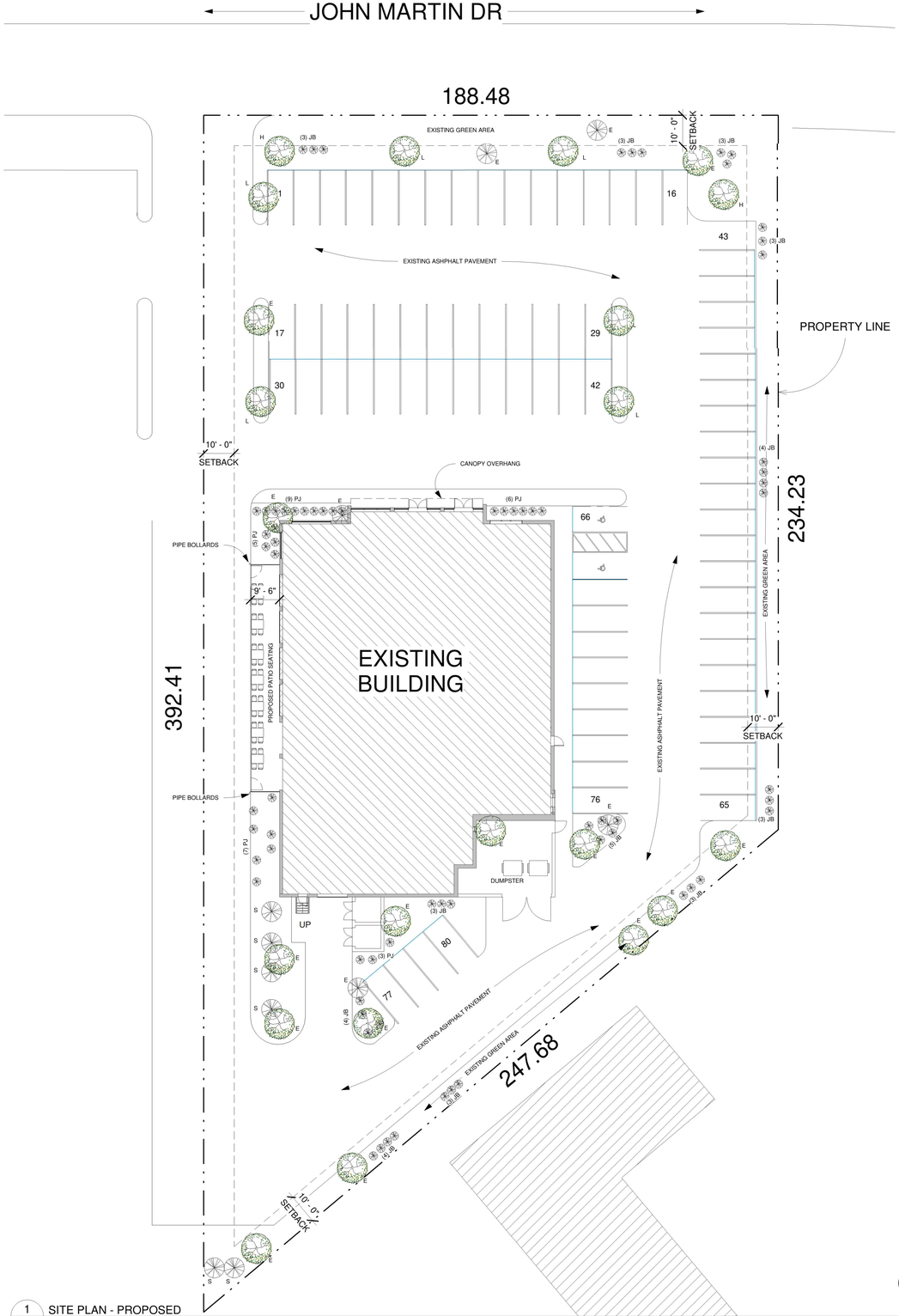
8/17/2023 1:30:17 PM

**LANDSCAPE SCHEDULE**

| LEDGEND | QUANTITY | COMMON NAME | BOTANICAL NAME | SIZE | POINTS | REMARKS |
|---|---|---|---|---|---|---|
| H | 2 | HACKBERRY | CELTIS OCCIDENTALIS | 2 1/2" - 3" | 10/30 | ADD NEW |
| L | 6 | SKYLINE LOCUST | GLEDITSIA TRIACANTHOS 'SKYLINE' | 2 1/2" - 3" | 10/110 | ADD NEW |
| S | 6 | BLACK HILLS SPRUCE | PICEA GLAUCA DENSATA | 3 1/2" - 4" | 6/48 | ADD NEW |
| PJ | 30 | PFITXEN JUNIPER | JUNIPER CHINENSIS PFITXERIANA | 18" - 24" | 5/9.5 | ADD NEW |
| JB | 42 | JAPANESE GREEN LEAF BARBERRY | BERBERIS THUNBERGI | 18" - 24" | 5/19 | ADD NEW |
| E | 19 | | | | | EXISTING |

NOTE: VERIFY ALL EXISTING LANDSCAPING. EXISTING PLANTS TO REMAIN. ADD NEW PLANTS PER PREVIOUSLY APPROVED PLAN.

TOTAL PARKING : 80




1 A1-100 SITE PLAN - PROPOSED
3/64" = 1'-0"

COPYRIGHT 2023

JIM MACKEY ARCHITECT
1723 LAFOND AVENUE
SAINT PAUL , MN 55104
PHONE/FAX 651-644-0869
E-MAIL jim.mack@q.com

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

JAMES A. MACKEY
DATE_____ LIC.NO._23018____

RAYS DESIGNS
MINNEAPOLIS, MN
tel: 612.470.2789
email: priyanka@rays-designs.com
www.rays-designs.com

TERMS:

CONTRACTOR TO VERIFY ALL DIMENSIONS, AS BUILT CONDITIONS (IF APPLY) AND SITE CONDITIONS, BEFORE ORDERING MATERIAL OR DEMOLISHING EXISTING STRUCTURES. CONTRACTOR AND ALL SUBS MUST REPORT ANY DISCREPANCIES TO DESIGNER IMMEDIATLY. AS BUILT AND SITE CONDITIONS OFTEN HAVE UNIQUE CONDITIONS THAT CANNOT BE PREDICTED OR FORSEEN AT DESIGN COMPLETION. CONTRACTOR, SUBS AND DESIGNER WILL WORK TOGETHER TO REACH A SOLUTION IF ANY SITUATION MAY ARISE.

# JAMBO AFRICA RESTAURANT & BAR

## REMODEL

5927 John Martin Dr, Brooklyn Center, MN 55430

## CONSTRUCTION DOCUMENTS

**Revision Schedule**

| No. | Description | Date |
|---|---|---|
| | | |

## SITE PLAN

| | |
|---|---|
| Project number | 23710 |
| Date | 09-13-2023 |
| Drawn by | SS |
| Checked by | PRS |

# A1-100

C:\Users\pixox\OneDrive - Rays Designs\Shared PUBLIC\Projects\Project_2023\23710 - RSD - 5927 John Martin Dr, Brooklyn center, MN 55430_Simone\05 - Revit\5927 John Martin Dr - CD -Revision 3_ 09-12-2023.rvt
9/13/2023 9:42:44 AM

**DEMOLITION NOTES:**

1. UPON DEMOLITION IF THERE IS CONFLICTING INFORMATION CONSULT THE ARCHITECT / ENGINEER PRIOR TO PROCEEDING WITH DEMOLITION.
2. FOR WALLS THAT DO NOT EXTEND TO STEEL ROOF DECKING, THE ARCHITECT / ENGINEER DO NOT HAVE TO BE NOTIFIED TO PROCEED UNLESS THE CONTRACTOR BELIEVES THERE ARE OTHER CONSIDERATIONS.
3. SEE NOTES REGARDING WALLS THAT EXTEND TO THE STEEL DECKING.
4. CONTACT THE STRUCTURAL ENGINEER / ARCHITECT AFTER PARTIAL REMOVAL TO DRYWALL SO THE ENGINEER CAN INSPECT THE ROOF CONNECTIONS AND SLAB CONNECTIONS TO DETERMINE IF THE WALLS ARE USED FOR STRUCTURAL SHEAR LOADING ETC. PRIOR DEMOLISHING ENTIRE WALL.

## WALL LEGEND

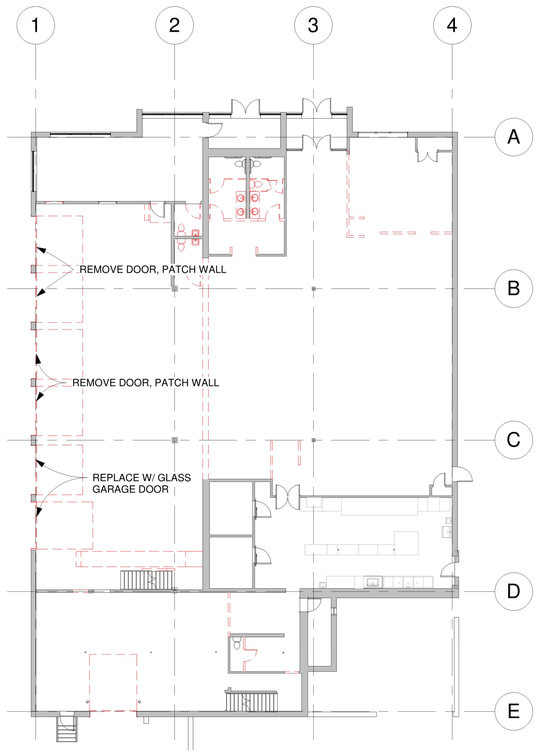



## WALL TYPES

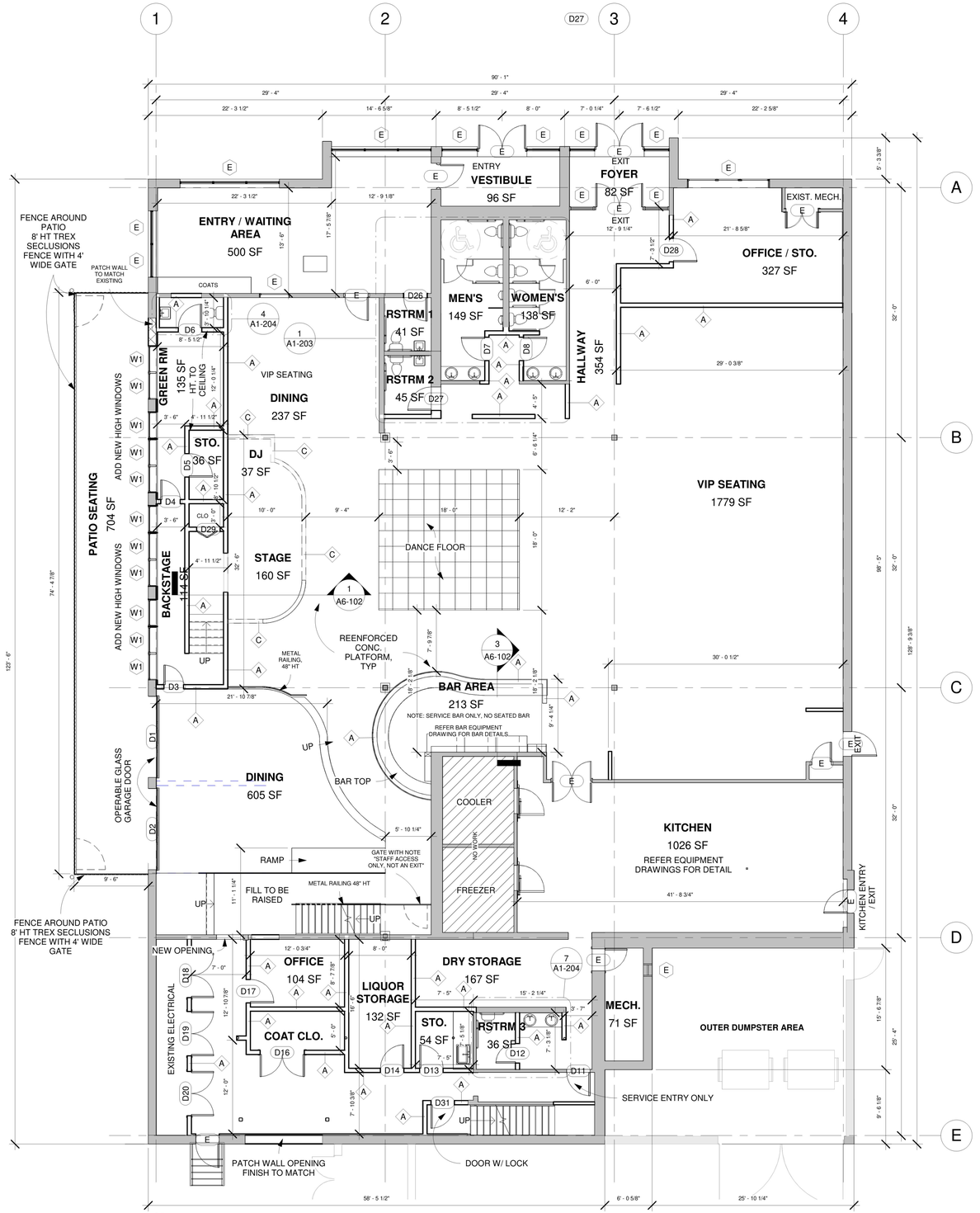
| MARK | RATING | PLAN | HEIGHT | DESCRIPTION | NOTES |
|---|---|---|---|---|---|
| | NOT RATED | | EXISTING | EXISTING | EXISTING WALLS TO REMAIN |
| A | NOT RATED | (1) LAYER 5/8" TYPE 'X' GYP. BD.<br>5 1/2" MTL STUDS @ 24" O.C.<br>BATT INSULATION<br>(1) LAYER 5/8" TYPE 'X' GYP. BD. | BOTTOM OF JOIST UNLESS NOTED | INTERIOR | 5 1/2 MTL STUDS @ 16" O.C., 5/8" GYP. BD. EA. SIDE. |
| C | NOT RATED | 2X6 WD STUDS @ 16 O.C.<br>5/8" GYP. BD. | VARIES | INTERIOR | 2x6 WD STUDS @ 16" O.C., 5/8" GYP. BD. ONE SIDE. |
| D | NOT RATED | 2X4 MTL STUDS @ 16 O.C.<br>1/2" GYP. BD. | BOTTOM OF JOIST | INTERIOR | 4 MTL STUDS @ 16" O.C., 1/2" GYP. BD. ONE SIDE. |

NOTES:

1. ALL WALLS TO BE CONSTRUCTED TO BOTTOM OF ROOF DECK, EXCEPT AS NOTED. USE SLIP-TRACK AT TOP OF WALLS CONSTRUCTED TO DECK. PROVIDE W.R. (WATER RESISTANT) GYPSUM BACKING BOARD IN TOILET ROOMS, AND JANITORS CLOSET.
2. INSTALL WALL FLUSH WITH EXISTING WALL UNLESS NOTED OTHERWISE




2 A1-101 MAIN FLOOR - DEMO PLAN
1/16" = 1'-0"




1 A1-101 MAIN FLOOR - PROPOSED PLAN
1/8" = 1'-0"


JIM MACKEY ARCHITECT
1723 LAFOND AVENUE
SAINT PAUL , MN 55104
PHONE/FAX 651-644-0869
E-MAIL jim.mack@q.com


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

JAMES A. MACKEY
DATE_____ LIC.NO._23018____


RAYS DESIGNS
MINNEAPOLIS, MN
tel: 612.470.2789
email: priyanka@rays-designs.com
www.rays-designs.com


TERMS:

CONTRACTOR TO VERIFY ALL DIMENSIONS, AS BUILT CONDITIONS (IF APPLY) AND SITE CONDITIONS, BEFORE ORDERING MATERIAL OR DEMOLISHING EXISTING STRUCTURES. CONTRACTOR AND ALL SUBS MUST REPORT ANY DISCREPANCIES TO DESIGNER IMMEDIATLY. AS BUILT AND SITE CONDITIONS OFTEN HAVE UNIQUE CONDITIONS THAT CANNOT BE PREDICTED OR FORSEEN AT DESIGN COMPLETION. CONTRACTOR, SUBS AND DESIGNER WILL WORK TOGETHER TO REACH A SOLUTION IF ANY SITUATION MAY ARISE.

# JAMBO AFRICA RESTAURANT & BAR

## REMODEL

5927 John Martin Dr, Brooklyn Center, MN 55430

## CONSTRUCTION DOCUMENTS

**Revision Schedule**

| No. | Description | Date |
|---|---|---|
| | | |

## MAIN FLOOR PLAN

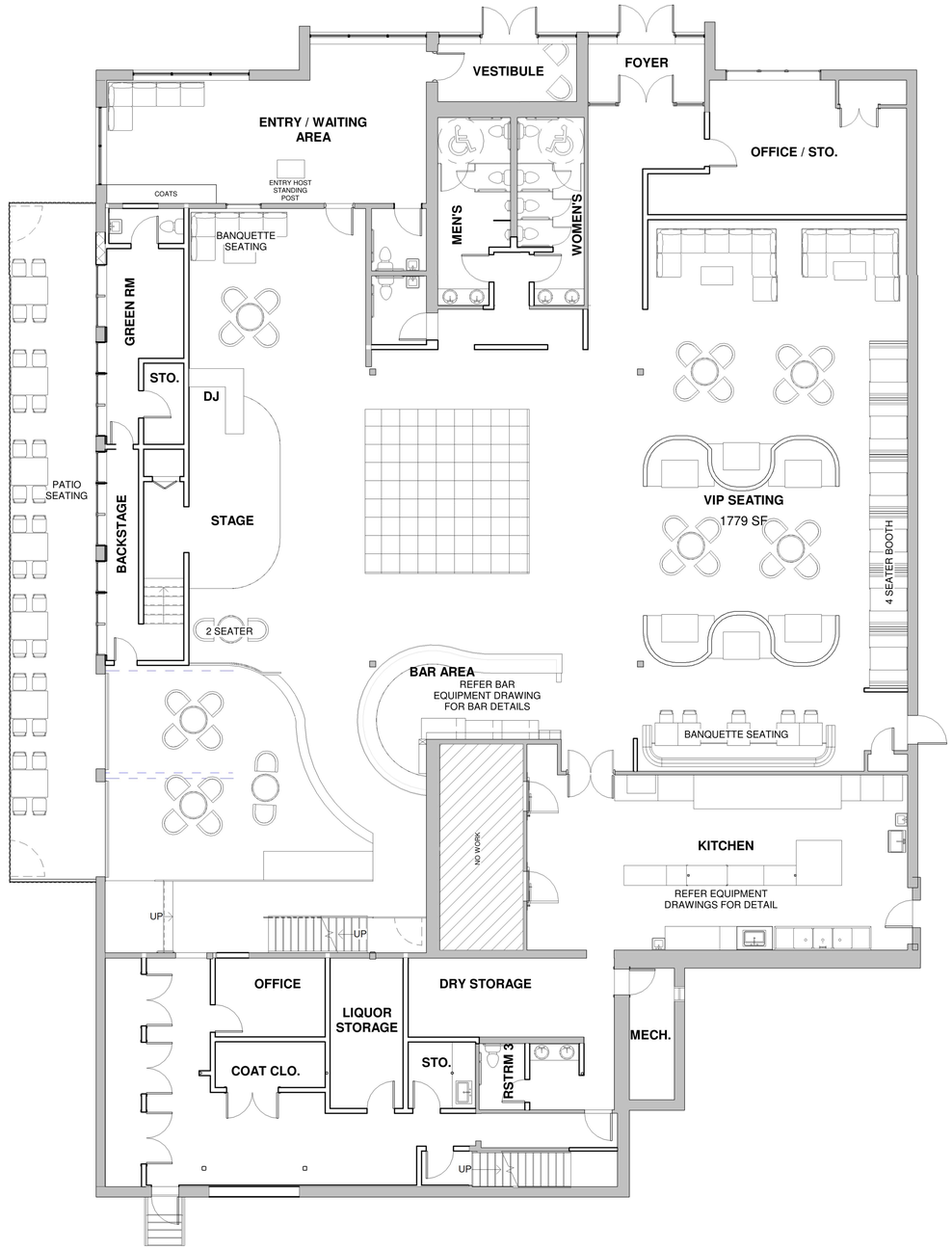
| | |
|---|---|
| Project number | 23710 |
| Date | 09-13-2023 |
| Drawn by | PRS |
| Checked by | JM |

A1-101


COPYRIGHT 2023


C:\Users\pivox\OneDrive - Rays Designs\Shared PUBLIC\Projects\Project_2023\23710 - RSD - 5927 John Martin Dr, Brooklyn center, MN 55430_Simone\05 - Revit\5927 John Martin Dr - CD -Revision 3_ 09-12-2023.rvt

9/13/2023 9:42:45 AM




1 A1-102 MAIN FLOOR - FF&E
1/8" = 1'-0"

COPYRIGHT 2023

JIM MACKEY ARCHITECT
1723 LAFOND AVENUE
SAINT PAUL , MN 55104
PHONE/FAX 651-644-0869
E-MAIL jim.mack@q.com

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

JAMES A. MACKEY
DATE_____ LIC.NO._23018_____

RAYS DESIGNS
MINNEAPOLIS, MN
tel: 612.470.2789
email: priyanka@rays-designs.com
www.rays-designs.com

TERMS:
CONTRACTOR TO VERIFY ALL DIMENSIONS, AS BUILT CONDITIONS (IF APPLY) AND SITE CONDITIONS, BEFORE ORDERING MATERIAL OR DEMOLISHING EXISTING STRUCTURES. CONTRACTOR AND ALL SUBS MUST REPORT ANY DISCREPANCIES TO DESIGNER IMMEDIATLY. AS BUILT AND SITE CONDITIONS OFTEN HAVE UNIQUE CONDITIONS THAT CANNOT BE PREDICTED OR FORSEEN AT DESIGN COMPLETION. CONTRACTOR, SUBS AND DESIGNER WILL WORK TOGETHER TO REACH A SOLUTION IF ANY SITUATION MAY ARISE.

# JAMBO AFRICA RESTAURANT & BAR

## REMODEL

5927 John Martin Dr, Brooklyn Center, MN 55430

## CONSTRUCTION DOCUMENTS

**Revision Schedule**

| No. | Description | Date |
|---|---|---|

## MAIN FLOOR PLAN - FF&E

| | |
|---|---|
| Project number | 23710 |
| Date | 09-13-2023 |
| Drawn by | SS |
| Checked by | PRS |

# A1-102

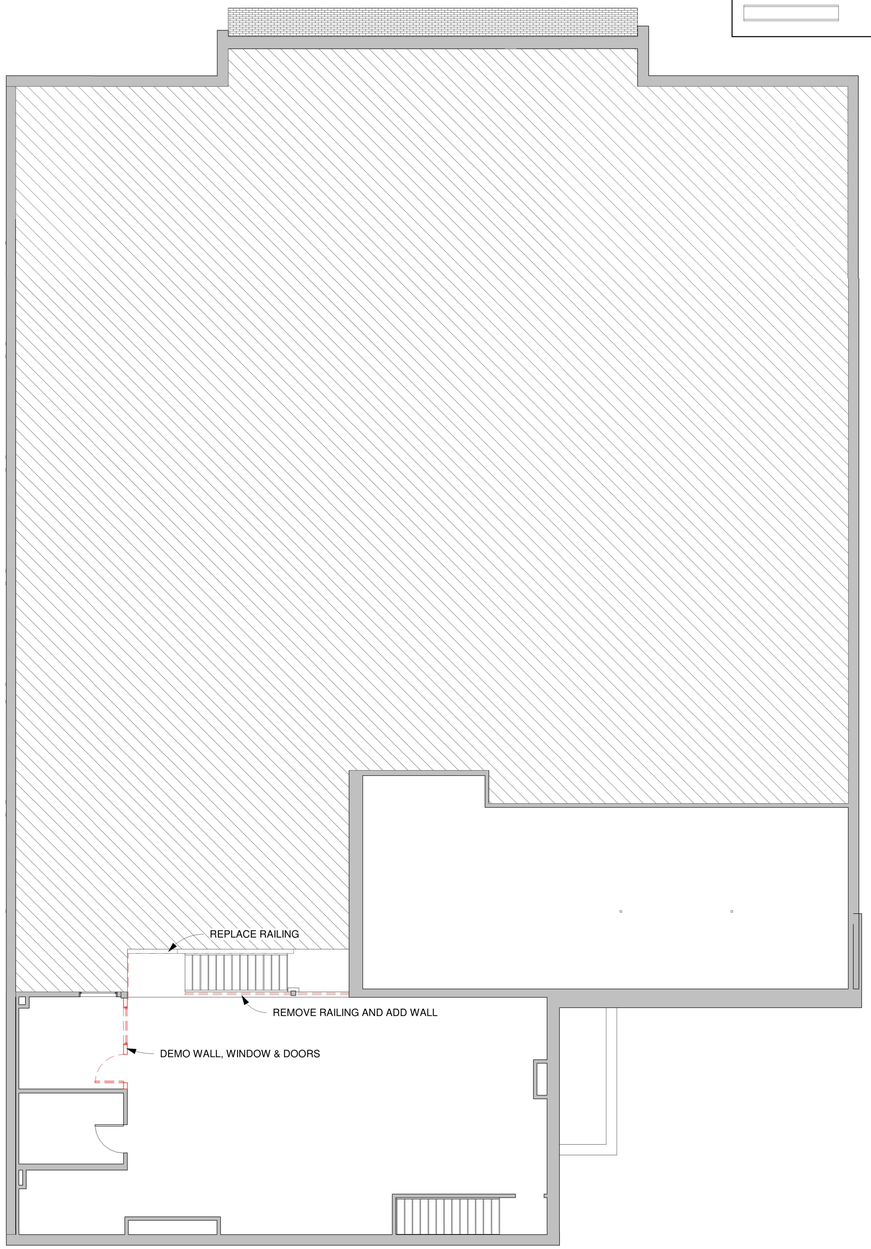
C:\Users\pixox\OneDrive - Rays Designs\Shared PUBLIC\Projects\Project_2023\23710 - RSD - 5927 John Martin Dr, Brooklyn center, MN 55430_Simone\05 - Revit\5927 John Martin Dr - CD -Revision 3_ 09-12-2023.rvt
9/13/2023 9:42:46 AM

WALL LEGEND

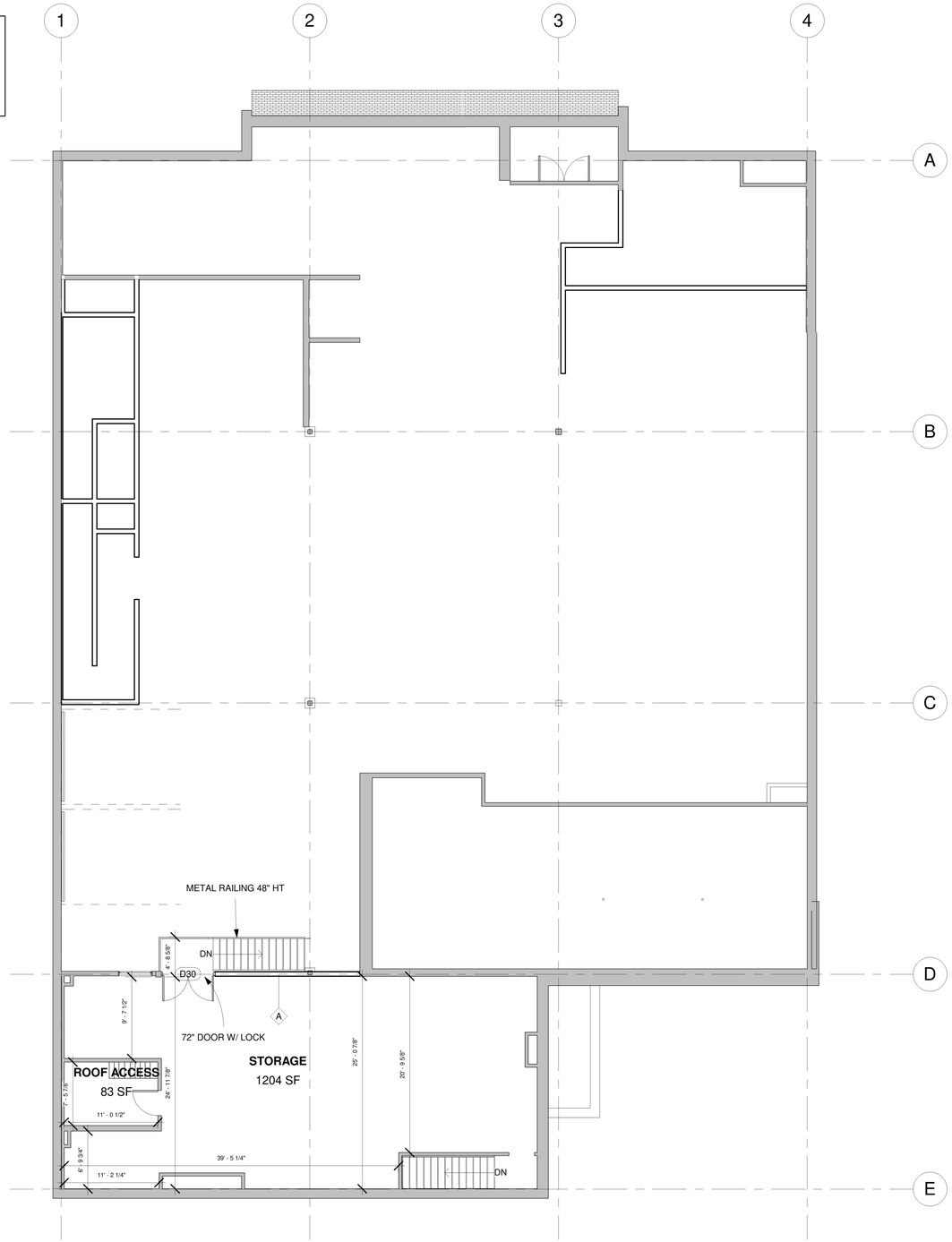
EXISTING WALL

DEMOLISH

NEW WALL




1 A1-201 MEZZANINE FLOOR - DEMO PLAN
1/8" = 1'-0"




2 A1-201 MEZZANINE FLOOR - PROPOSED
1/8" = 1'-0"


JIM MACKEY ARCHITECT
1723 LAFOND AVENUE
SAINT PAUL , MN 55104
PHONE/FAX 651-644-0869
E-MAIL jim.mack@q.com


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

JAMES A. MACKEY
DATE_____ LIC.NO._23018____


RAYS DESIGNS
MINNEAPOLIS, MN
tel: 612.470.2789
email: priyanka@rays-designs.com
www.rays-designs.com


TERMS:

CONTRACTOR TO VERIFY ALL DIMENSIONS, AS BUILT CONDITIONS (IF APPLY) AND SITE CONDITIONS, BEFORE ORDERING MATERIAL OR DEMOLISHING EXISTING STRUCTURES. CONTRACTOR AND ALL SUBS MUST REPORT ANY DISCREPANCIES TO DESIGNER IMMEDIATLY. AS BUILT AND SITE CONDITIONS OFTEN HAVE UNIQUE CONDITIONS THAT CANNOT BE PREDICTED OR FORSEEN AT DESIGN COMPLETION. CONTRACTOR, SUBS AND DESIGNER WILL WORK TOGETHER TO REACH A SOLUTION IF ANY SITUATION MAY ARISE.

# JAMBO AFRICA RESTAURANT & BAR

## REMODEL

5927 John Martin Dr, Brooklyn Center, MN 55430

## CONSTRUCTION DOCUMENTS

**Revision Schedule**

| No. | Description | Date |
|---|---|---|
| | | |

## MEZZANINE FLOOR PLAN

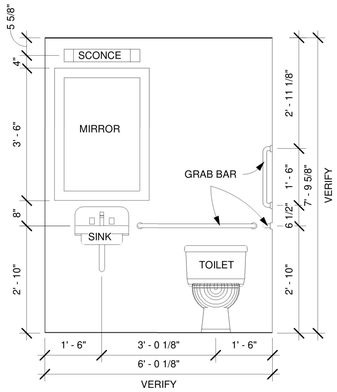
| | |
|---|---|
| Project number | 23710 |
| Date | 08-17-2023 |
| Drawn by | PRS |
| Checked by | JM |

# A1-201

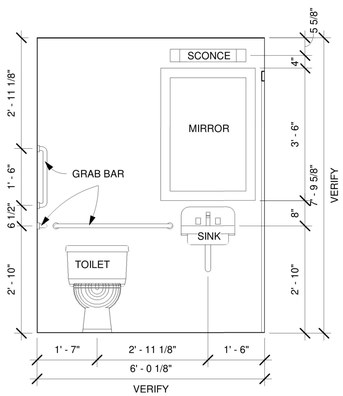
COPYRIGHT 2023

C:\Users\pivox\OneDrive - Rays Designs\Shared PUBLIC\Projects\Project_2023\23710 - RSD - 5927 John Martin Dr, Brooklyn center, MN 55430_Simone\05 - Revit\5927 John Martin Dr - CD -Revision 2_ 08-14-2023.rvt

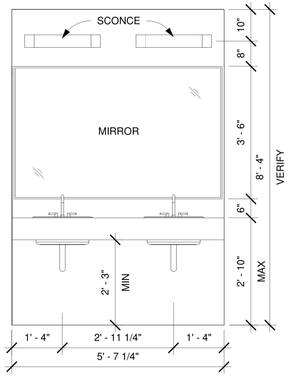
8/17/2023 1:30:23 PM



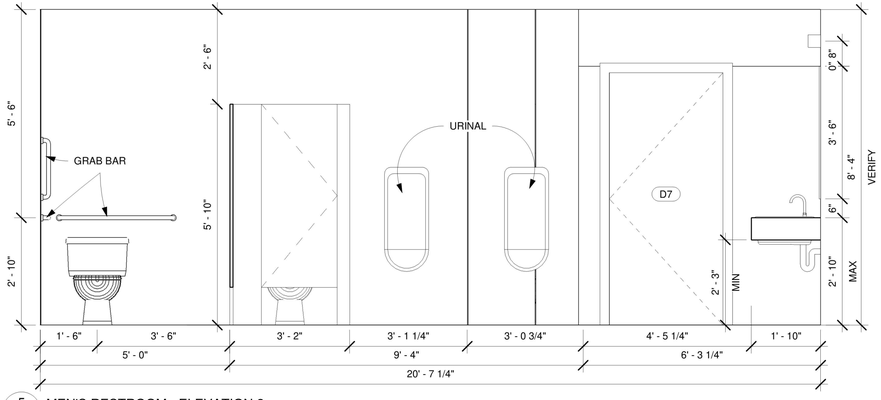

2 A1-203 RESTROOM 1 - ELEVATION
1/2" = 1'-0"



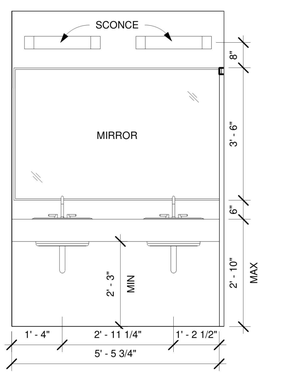

3 A1-203 RESTROOM 2 - ELEVATION
1/2" = 1'-0"



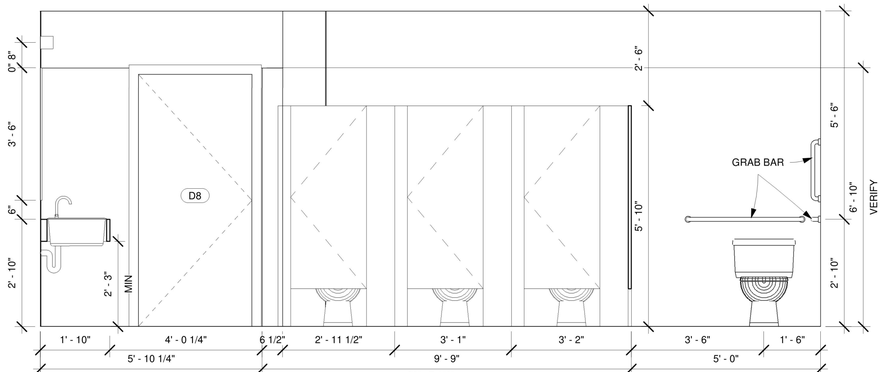

4 A1-203 MEN'S RESTROOM - ELEVATION 1
1/2" = 1'-0"



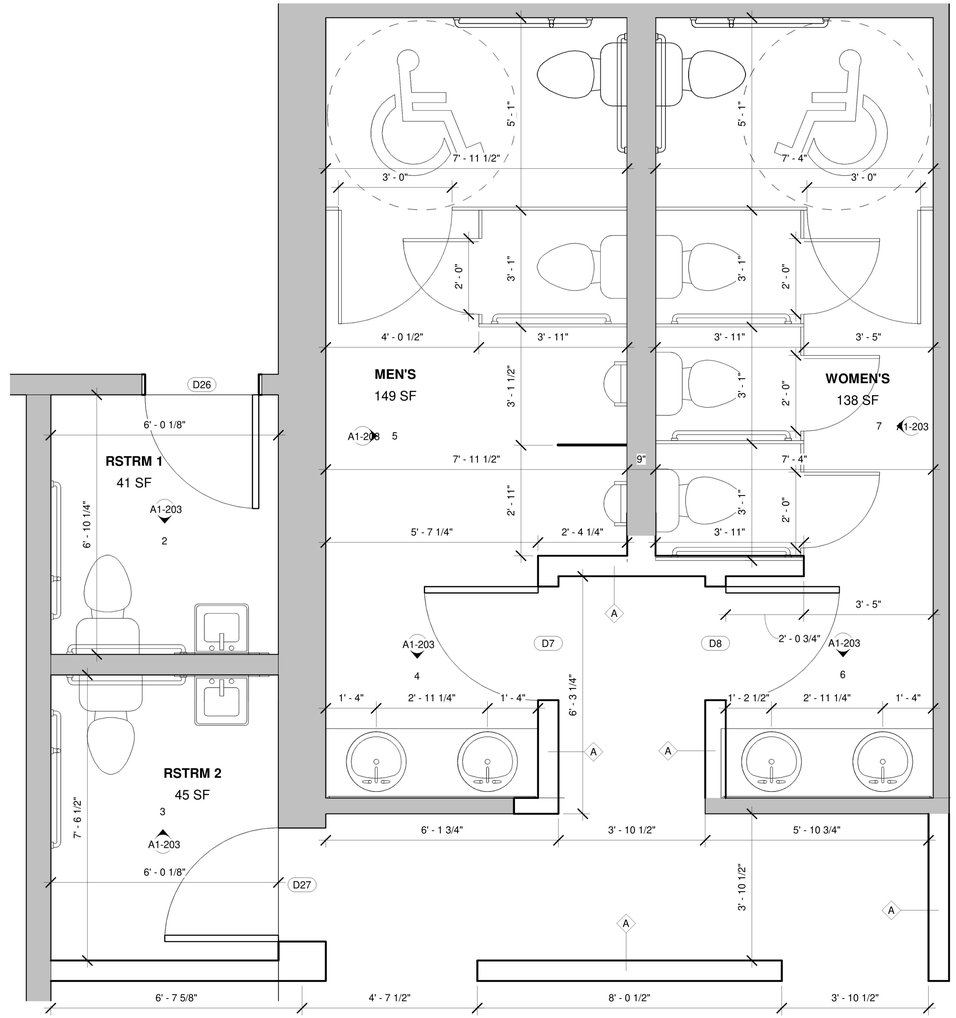

5 A1-203 MEN'S RESTROOM - ELEVATION 2
1/2" = 1'-0"




6 A1-203 WOMEN'S RESTROOM - ELEVATION 1
1/2" = 1'-0"




7 A1-203 WOMEN'S RESTROOM - ELEVATION 2
1/2" = 1'-0"




1 A1-203 MAIN FLOOR - ENLARGED PLAN 1
1/2" = 1'-0"

COPYRIGHT 2023

JIM MACKEY ARCHITECT
1723 LAFOND AVENUE
SAINT PAUL , MN 55104
PHONE/FAX 651-644-0869
E-MAIL jim.mack@q.com

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

JAMES A. MACKEY
DATE_____ LIC.NO._23018_____

RAYS DESIGNS
MINNEAPOLIS, MN
tel: 612.470.2789
email: priyanka@rays-designs.com
www.rays-designs.com

TERMS:
CONTRACTOR TO VERIFY ALL DIMENSIONS, AS BUILT CONDITIONS (IF APPLY) AND SITE CONDITIONS, BEFORE ORDERING MATERIAL OR DEMOLISHING EXISTING STRUCTURES. CONTRACTOR AND ALL SUBS MUST REPORT ANY DISCREPANCIES TO DESIGNER IMMEDIATLY. AS BUILT AND SITE CONDITIONS OFTEN HAVE UNIQUE CONDITIONS THAT CANNOT BE PREDICTED OR FORSEEN AT DESIGN COMPLETION. CONTRACTOR, SUBS AND DESIGNER WILL WORK TOGETHER TO REACH A SOLUTION IF ANY SITUATION MAY ARISE.

# JAMBO AFRICA RESTAURANT & BAR

## REMODEL

5927 John Martin Dr, Brooklyn Center, MN 55430

## CONSTRUCTION DOCUMENTS

**Revision Schedule**

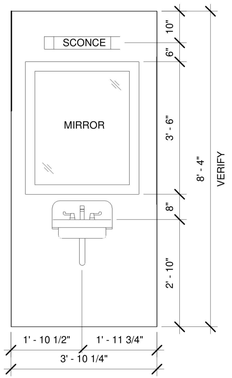
| No. | Description | Date |
|---|---|---|

## RESTROOM ENLARGED PLAN & ELEVATION

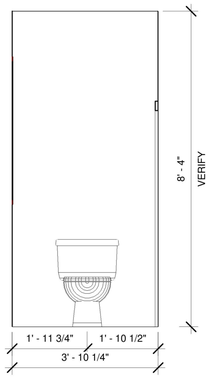
| | |
|---|---|
| Project number | 23710 |
| Date | 08-17-2023 |
| Drawn by | SS |
| Checked by | PRS |

# A1-203

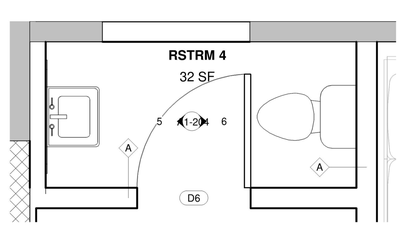
C:\Users\pixox\OneDrive - Rays Designs\Shared PUBLIC\Projects\Project_2023\23710 - RSD - 5927 John Martin Dr, Brooklyn center, MN 55430_Simone\05 - Revit\5927 John Martin Dr - CD -Revision 2_ 08-14-2023.rvt
8/17/2023 1:30:25 PM



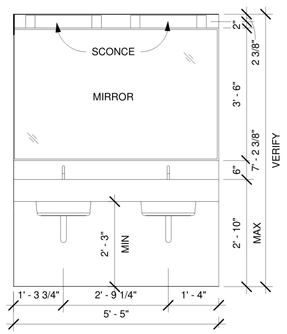

5 A1-204 RESTROOM 4 - ELEVATION 1
1/2" = 1'-0"



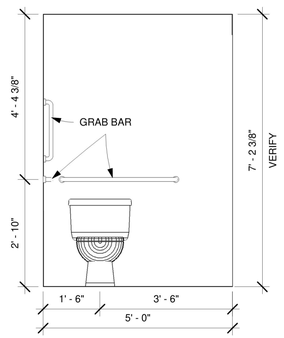

6 A1-204 RESTROOM 4 - ELEVATION 2
1/2" = 1'-0"



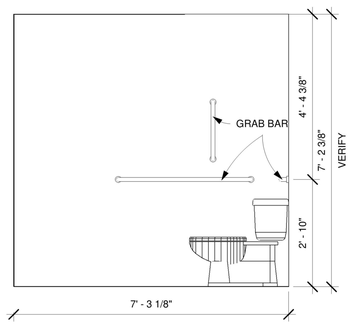

4 A1-204 MAIN FLOOR - ENLARGED PLAN 3
1/2" = 1'-0"



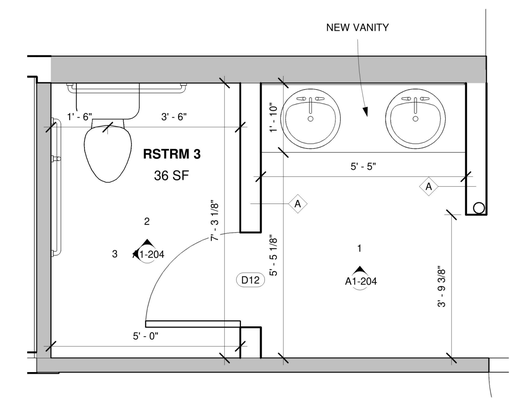

1 A1-204 RESTROOM 3 - ELEVATION 1
1/2" = 1'-0"




2 A1-204 RESTROOM 3 - ELEVATION 2
1/2" = 1'-0"




3 A1-204 RESTROOM 3 - ELEVATION 3
1/2" = 1'-0"




7 A1-204 MAIN FLOOR - ENLARGED PLAN 2
1/2" = 1'-0"

JIM MACKEY ARCHITECT
1723 LAFOND AVENUE
SAINT PAUL , MN 55104
PHONE/FAX 651-644-0869
E-MAIL jim.mack@q.com

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

JAMES A. MACKEY
DATE_____ LIC.NO._23018_____

RAYS DESIGNS
MINNEAPOLIS, MN
tel: 612.470.2789
email: priyanka@rays-designs.com
www.rays-designs.com

TERMS:
CONTRACTOR TO VERIFY ALL DIMENSIONS, AS BUILT CONDITIONS (IF APPLY) AND SITE CONDITIONS, BEFORE ORDERING MATERIAL OR DEMOLISHING EXISTING STRUCTURES. CONTRACTOR AND ALL SUBS MUST REPORT ANY DISCREPANCIES TO DESIGNER IMMEDIATLY. AS BUILT AND SITE CONDITIONS OFTEN HAVE UNIQUE CONDITIONS THAT CANNOT BE PREDICTED OR FORSEEN AT DESIGN COMPLETION. CONTRACTOR, SUBS AND DESIGNER WILL WORK TOGETHER TO REACH A SOLUTION IF ANY SITUATION MAY ARISE.

# JAMBO AFRICA RESTAURANT & BAR

## REMODEL

5927 John Martin Dr, Brooklyn Center, MN 55430

## CONSTRUCTION DOCUMENTS

**Revision Schedule**

| No. | Description | Date |
|---|---|---|

## RESTROOM ENLARGED PLAN & ELEVATION

| | |
|---|---|
| Project number | 23710 |
| Date | 08-17-2023 |
| Drawn by | PRS |
| Checked by | JM |

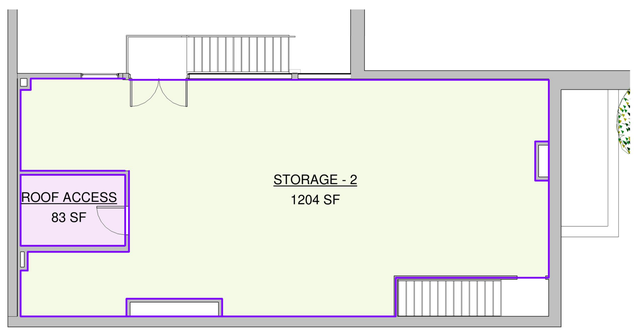
# A1-204

COPYRIGHT 2023

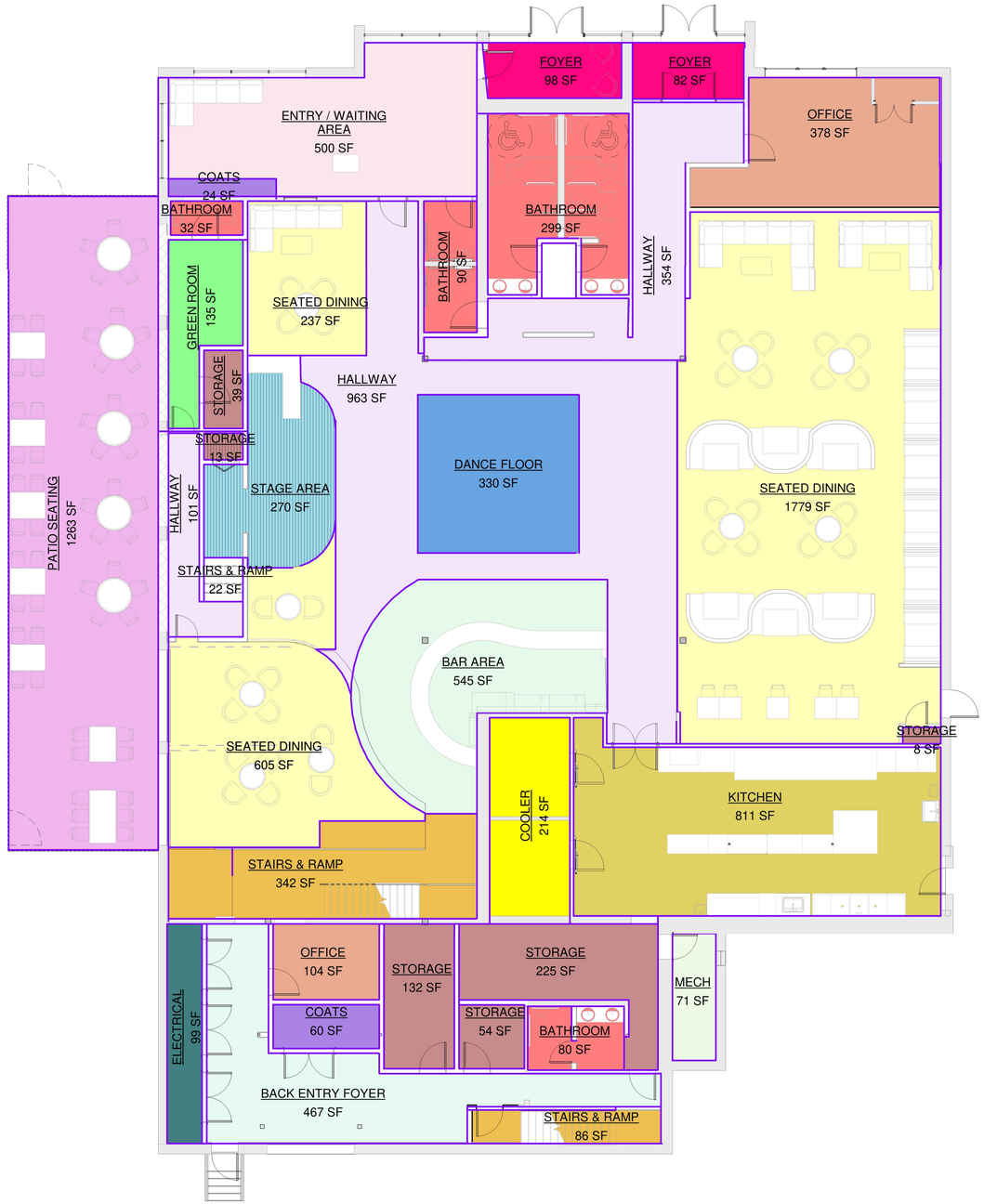
C:\Users\pixox\OneDrive - Rays Designs\Shared PUBLIC\Projects\Project_2023\23710 - RSD - 5927 John Martin Dr, Brooklyn center, MN 55430_Simone\05 - Revit\5927 John Martin Dr - CD -Revision 2_ 08-14-2023.rvt

8/17/2023 1:30:26 PM

| | |
|---|---|
| BACK ENTRY FOYER | 467 SF |
| BAR AREA | 545 SF |
| BATHROOM | 501 SF |
| COATS | 24 SF |
| COOLER | 214 SF |
| DANCE FLOOR | 330 SF |
| ELECTRICAL | 99 SF |
| ENTRY / WAITING AREA | 500 SF |
| FOYER | 180 SF |
| GREEN ROOM | 135 SF |
| HALLWAY | 1072 SF |
| KITCHEN | 811 SF |
| MECH | 71 SF |
| OFFICE | 380 SF |
| PATIO SEATING | 1263 SF |
| ROOF ACCESS | 83 SF |
| SEATED DINING | 2991 SF |
| STAGE AREA | 270 SF |
| STAIRS & RAMP | 428 SF |
| STORAGE | 463 SF |
| STORAGE - 2 | 1204 SF |
| **TOTAL AREA** | **12,030 SF** |




1 A1-300 MEZZANINE FLOOR - AREA PLAN
1/8" = 1'-0"




2 A1-300 MAIN FLOOR - AREA PLAN
1/8" = 1'-0"

COPYRIGHT 2023

JIM MACKEY ARCHITECT
1723 LAFOND AVENUE
SAINT PAUL , MN 55104
PHONE/FAX 651-644-0869
E-MAIL jim.mack@q.com

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

JAMES A. MACKEY
DATE_____ LIC.NO._23018

RAYS DESIGNS
MINNEAPOLIS, MN
tel: 612.470.2789
email: priyanka@rays-designs.com
www.rays-designs.com

TERMS:

CONTRACTOR TO VERIFY ALL DIMENSIONS, AS BUILT CONDITIONS (IF APPLY) AND SITE CONDITIONS, BEFORE ORDERING MATERIAL OR DEMOLISHING EXISTING STRUCTURES. CONTRACTOR AND ALL SUBS MUST REPORT ANY DISCREPANCIES TO DESIGNER IMMEDIATLY. AS BUILT AND SITE CONDITIONS OFTEN HAVE UNIQUE CONDITIONS THAT CANNOT BE PREDICTED OR FORSEEN AT DESIGN COMPLETION. CONTRACTOR, SUBS AND DESIGNER WILL WORK TOGETHER TO REACH A SOLUTION IF ANY SITUATION MAY ARISE.

# JAMBO AFRICA RESTAURANT & BAR

## REMODEL

5927 John Martin Dr, Brooklyn Center, MN 55430

## CONSTRUCTION DOCUMENTS

**Revision Schedule**

| No. | Description | Date |
|---|---|---|

## AREA PLAN

| | |
|---|---|
| Project number | 23710 |
| Date | 08-17-2023 |
| Drawn by | SS |
| Checked by | PRS |

# A1-300

C:\Users\pixox\OneDrive - Rays Designs\Shared PUBLIC\Projects\Project_2023\23710 - RSD - 5927 John Martin Dr, Brooklyn center, MN 55430_Simone\05 - Revit\5927 John Martin Dr - CD -Revision 2_ 08-14-2023.rvt
8/17/2023 1:30:28 PM

## FINISH PLAN SYMBOLS

| | |
|---|---|
| 1 CLNG / 2 WALL / 3 BASE / 4 FLOOR | 1 = CEILING FINISH TYPE<br>2 = WALL FINISH TYPE<br>3 = BASE FINISH TYPE<br>4 = FLOOR FINISH TYPE |
| XXX | DENOTES EXTENT OF WALL FINISH MATERIAL |
| XXX / XXX | DENOTES TRANSITION OF FLOOR MATERIALS |

## CEILING FINISH SCHEDULE

| | |
|---|---|
| ACT-1 / WASHABLE | 2'X6' ACT CEILING - NEW<br>MFR: VERIFY<br>COLOR: WHITE<br>GRID: SUPRAFINE XL FIRE<br>GUARD 9/16" EXPOSED TEE<br>GRID COLOR: WHITE |
| SP-1 | OPEN CEILING<br>WITH WASHABLE PAINT |
| PSR | PAINTED SHEETROCK WASHABLE |

NOTE: - EXISTING SPRINKLERS TO REMAIN. SPRINKLERS ABOVE AND BELOW NEW CEILING.
- COMMON RESTROOM PARTITION FINISH TO BE POWDER COATED STEEL.

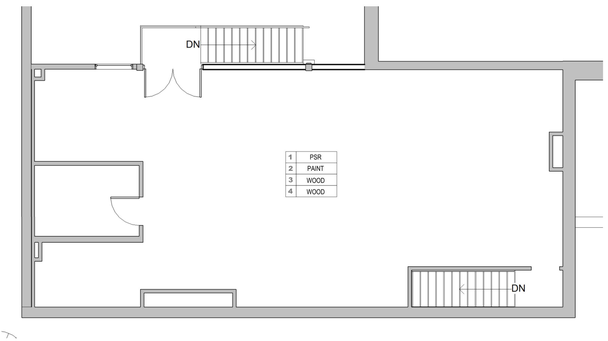
## FINISH PLAN NOTES

1. ALL EXISTING GYPSUM BOARD CEILINGS, SOFFITS AND DRYWALL PARTITIONS THAT ARE PATCHED SHALL BE PAINTED IN THEIR ENTIRETY.
2. GENERAL CONTRACTOR SHALL FLASH PATCH AND PREPARE ALL FLOORS AS REQUIRED TO RECEIVE SPECIFIED FLOORING MATERIAL.
3. CARPET CONTRACTOR SHALL INSPECT THE SUBFLOOR PRIOR TO COMMENCEMENT OF WORK. THEY SHALL NOTIFY THE ARCHITECT AND/OR THE TENANT'S REPRESENTATIVE IN WRITING OF ANY CONDITIONS WHICH WILL PREVENT THEM FROM PRODUCING SATISFACTORY FINISH WORK.
4. FLOORS MUST BE FREE OF DUST, OIL AND ALL FOREIGN MATTER. BUILDING MUST BE PREHEATED TO A MINIMUM OF 65°, 24 HOURS PRIOR TO INSTALLATION OF FLOOR COVERING. CRACKS 1/16" OR MORE, HOLES, AND OTHER UNEVENNESS MUST BE FILLED WITH A LATEX BASE FLOOR FILLER, HIGH SPOTS MUST BE LEVELED. FLOOR MUST BE SWEPT CLEAN, WET MOPPED WITH WARM WATER AND SWEPT AGAIN. IF SWEEPING LEAVES A RESIDUE, FLOORS SHALL BE VACUUMED.
5. CARPET CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY UNACCEPTABLE FINISH WORK CAUSED BY SUBFLOOR CONDITIONS.
6. ALL VINYL OR RUBBER BASE TO BE CONTINUOUS ROLL TYPE WITH SEAMING TO OCCUR ONLY ON INSIDE CORNERS OR AT LEAST 12" FROM WRAPPED OUTSIDE CORNER.
7. GENERAL CONTRACTOR TO PROVIDE AND INSTALL ALL METAL ANGLES AND/OR MARBLE REDUCING SADDLES PER DETAILS, IN ADDITION TO ANY FLOOR LEVELING AS MAY BE REQUIRED FOR SMONOTE:RANSITION AT ALL STONE OR TILE FLOORING/MATERIAL TRANSITION POINTS.
8. WHERE STONE, MARBLE, LIMESTONE AND HARD SURFACE FLOORING IS SPECIFIED, G.C. SHALL BE RESPONSIBLE FOR PROVIDING/APPLYING SEALANT AS SPECIFIED OR AS RECOMMENDED BY SUPPLIER, FOR A CLEAN, LASTING SURFACE.
9. FLOOR COVERING IN CLOSETS SHALL BE THE SAME AS THAT OF THE SPACE ONTO WHICH THE CLOSET OPENS UNLESS OTHERWISE NOTED.
10. WHEN A GLUE DOWN INSTALLATION IS SPECIFIED, CARPETS SHALL BE LAID WITH TIGHT BUTT SEAMS LAID TRUE WITH AN APPROVED BRAND OF WATERPROOF QUICK RELEASE CEMENT IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
11. CROSS JOINTS NECESSARY DUE TO LENGTH OF ROLLS RECEIVED, SHALL BE PLACED TO AVOID OCCURRENCE AT CONSPICUOUS LOCATIONS NEAR DOOR OR AT DOORWAYS AND ENTRIES PERPENDICULAR TO DOORS OR ENTRIES. SEAMS OCCURRING PARALLEL TO DOORS SHALL BE CENTERED DIRECTLY UNDER THE DOOR. CONTRACTOR TO SUBMIT SEAMING DIAGRAM FOR ARCHITECTS REVIEW.
12. SEAMS SHALL BE TRIMMED AND SEAMED IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS.
13. GENERAL CONTRACTOR TO PROVIDE FIRE-RETARDANT BLOCKING FOR BLINDS ON EXTERIOR WINDOWS THROUGHOUT.
14. IN AREAS WITH EXPOSED OPEN CEILINGS, GENERAL CONTRACTOR AND THEIR SUBCONTRACTORS ARE TO PAINT ANY AND ALL EXPOSED SPRINKLER PIPES, CEILING SLABS, BEAMS AND IF NEEDED PATCH CEILING SLAB SMOOTH TO RECEIVE NEW FINISHES. REFER TO FINISH PLAN FOR ADDITIONAL INFORMATION AND SPECIFICATIONS.
15. PAINTING OF ANY SURFACES NOT SPECIFICALLY MENTIONED TO BE PAINTED HEREIN OR ON DRAWINGS, BUT FOR WHICH PAINTING IS OBVIOUSLY NECESSARY TO COMPLETE THE PROJECT OR WORK WHICH COMES WITHIN THE INTENT OF THESE SPECIFICATIONS, SHALL BE INCLUDED AS THROUGH SPECIFIED AND INCLUDED IN SCOPE OF WORK OF CONTRACTOR WITHOUT EXCEPTIONS.
16. ALL WALLS (NEW AND EXISTING) SHALL BE PROPERLY PREPARED (SPACKLED, SANDED, ETC.) FOR PAINTING AND/OR WALL COVERING AS PER FINISH PLAN AND MANUFACTURER'S SPECIFICATIONS.
17. ALL PAINTS SHALL BE APPLIED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS FOR THE PARTICULAR SURFACE.
18. ALL SURFACES WHICH ARE TO BE PAINTED SHALL RECEIVE (1) COAT OF PRIMER AND (2) COATS OF FINISH PAINT. (3) COATS TOTAL. NOTE THAT BOTH CONTRACTOR AND ITS PAINTING SUBCONTRACTOR TO INCLUDE IN SCOPE OF WORK PAINT TOUCH UP DUE TO ANY DAMAGE DONE DURING CONSTRUCTION AS CAUSED BY NO FAULT OF THE PAINTING SUBCONTRACTOR BUT WHICH MIGHT OF BEEN CAUSED BY OTHER TRADES, INCLUDING BUT NOT LIMITED TO CONSTRUCTION TRADES, VOICE/DATA AND SECURITY CONTRACTOR AND INCLUDING FURNITURE INSTALLERS AND MOVERS. CONTRACTOR AND PAINTING SUBCONTRACTOR TO INCLUDE PAINT TOUCH UP WITHIN THEIR SCOPE OF WORK WITHOUT EXCEPTION OR EXCLUSION FROM BIDS.
19. ALL WALLS, GYPSUM BOARD CEILINGS AND SOFFITS TO BE PAINTED SHALL BE PAINTED WITH A LATEX BASE EGGSHELL FINISH PAINT UNLESS OTHERWISE NOTED. ALL DOORS, DOOR FRAMES, WINDOW FRAMES, AND CONVECTOR ENCLOSURES SHALL BE PAINTED WITH AN ALKYD BASE SEMIGLOSS FINISH PAINT UNLESS OTHERWISE NOTED.
20. ALL CONVECTOR ENCLOSURES TO BE PAINTED SHALL HAVE THE GRILLES AND ACCESS PANELS REMOVED AND PAINTED SEPARATELY AND REINSTALLED WHEN THOROUGHLY DRY.
21. ALL DOORS AND FRAMES TO BE PAINTED THE SAME COLOR AND TYPE OF PAINT ON BOTH SIDES, UNLESS OTHERWISE NOTED.
22. ALL WALLS, CEILINGS, SOFFITS AND SURFACES WHICH HAVE BEEN PAINTED WITH AN EGGSHELL FINISH AND MUST BE TOUCHED UP AS A PUNCH LIST ITEM SHALL BE REPAINTED ENTIRELY BETWEEN THE (2) CLOSEST BREAK POINTS.
23. SAMPLES OF ALL FINISHES SPECIFIED SHALL BE SUBMITTED TO THE ARCHITECT / DESIGNER FOR APPROVAL, IN TRIPLICATE, PRIOR TO COMMENCEMENT OF THE WORK. CARPET, WALL COVERING, AND WOOD FINISH SAMPLES TO BE A MIN. 12" X 12". PAINT SAMPLES FOR GYPSUM BOARD. SURFACES TO BE PROVIDED ON 12"X12" PIECES OF GYPSUM BOARD.

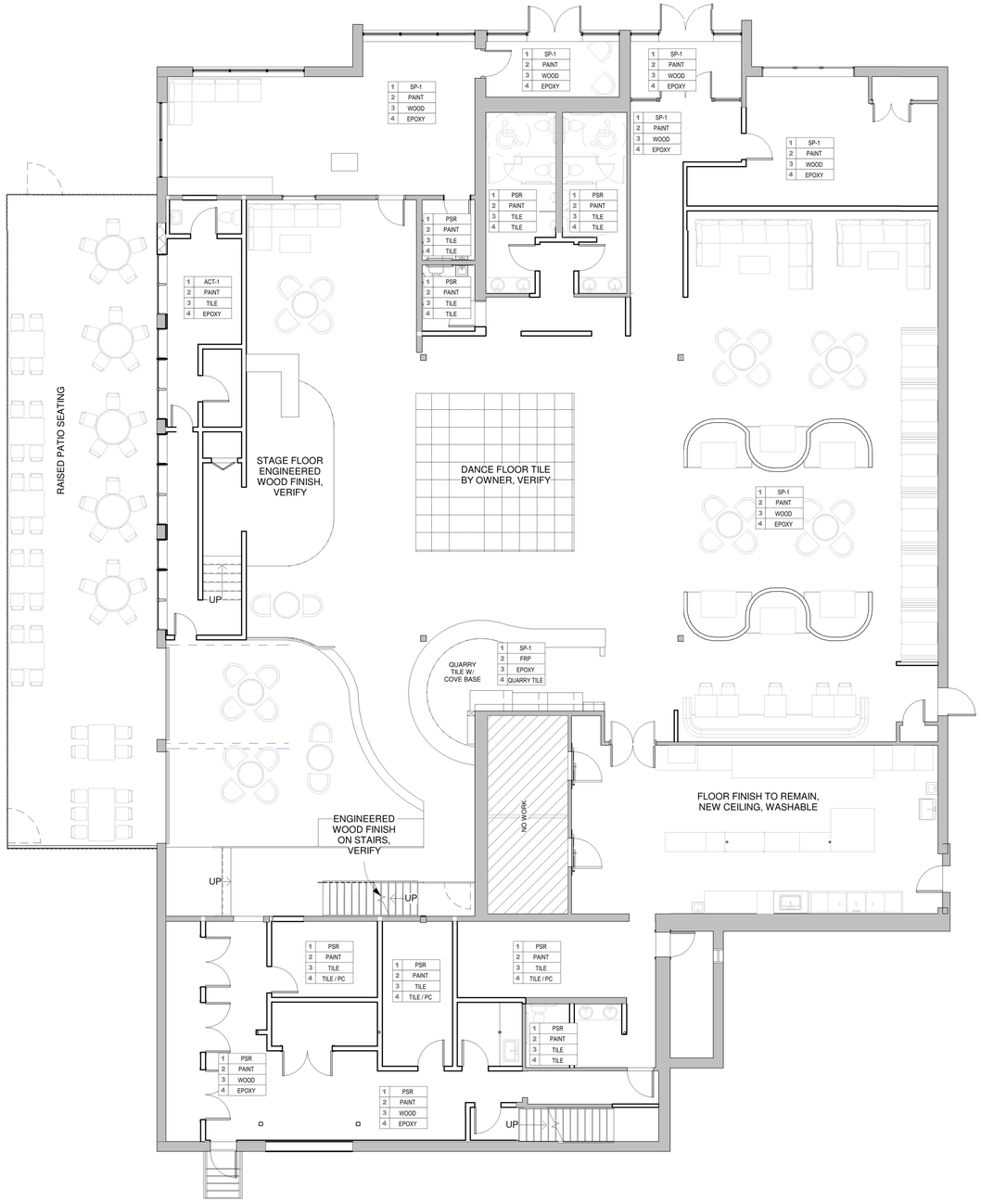
EXTRA MATERIALS:
1. PROVIDE 10 S.F. OF EACH SIZE, COLOR AND SURFACE FINISH OF TILE SPECIFIED.
2. PROVIDE 1 GALLON OF EACH FLOOR CLEANER.

PROTECTION MATERIALS:
1. DO NOT PERMIT TRAFFIC OVER FINISHED FLOOR SURFACE FOR 4 DAYS AFTER INSTALLATION.
2. PROVIDE TWO LAYERS OF CRAFT PAPER OVER ALL TILE AND GROUT ON FLOORS. TAPE DOWN AND STAGGER SEAMS BY HALF THE WIDTH ON SECOND LAYER.

SUBSTITUTIONS:
1. MATERIAL SUBSTITUTIONS MUST BE PRE-APPROVED BY INTERIOR DESIGNER / TENANT PRIOR TO ORDERING MATERIALS AND OR CONSTRUCTION / PLACING THOSE MATERIALS.
2. CONTRACTOR SHALL VERIFY CODE COMPLIANCE OF ALL MATERIAL SUBSTITUTIONS.




2 A1-301 FINISH PLAN - MEZZANINE FLOOR
1/8" = 1'-0"




1 A1-301 FINISH PLAN - MAIN FLOOR
1/8" = 1'-0"

COPYRIGHT 2023

JIM MACKEY ARCHITECT
1723 LAFOND AVENUE
SAINT PAUL , MN 55104
PHONE/FAX 651-644-0869
E-MAIL jim.mack@q.com

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

JAMES A. MACKEY
DATE_____ LIC.NO._23018_____

RAYS DESIGNS
MINNEAPOLIS, MN
tel: 612.470.2789
email: priyanka@rays-designs.com
www.rays-designs.com

TERMS:
CONTRACTOR TO VERIFY ALL DIMENSIONS, AS BUILT CONDITIONS (IF APPLY) AND SITE CONDITIONS, BEFORE ORDERING MATERIAL OR DEMOLISHING EXISTING STRUCTURES. CONTRACTOR AND ALL SUBS MUST REPORT ANY DISCREPANCIES TO DESIGNER IMMEDIATLY. AS BUILT AND SITE CONDITIONS OFTEN HAVE UNIQUE CONDITIONS THAT CANNOT BE PREDICTED OR FORSEEN AT DESIGN COMPLETION. CONTRACTOR, SUBS AND DESIGNER WILL WORK TOGETHER TO REACH A SOLUTION IF ANY SITUATION MAY ARISE.

# JAMBO AFRICA RESTAURANT & BAR

## REMODEL

5927 John Martin Dr, Brooklyn Center, MN 55430

## CONSTRUCTION DOCUMENTS

**Revision Schedule**

| No. | Description | Date |
|---|---|---|

## FINISH PLAN

| | |
|---|---|
| Project number | 23710 |
| Date | 08-17-2023 |
| Drawn by | SS |
| Checked by | PRS |

# A1-301

C:\Users\pixox\OneDrive - Rays Designs\Shared PUBLIC\Projects\Project_2023\23710 - RSD - 5927 John Martin Dr, Brooklyn center, MN 55430_Simone\05 - Revit\5927 John Martin Dr - CD -Revision 2_ 08-14-2023.rvt
8/17/2023 1:30:30 PM

## REFLECTED CEILING PLAN NOTES

1. PLAN SHOWN FOR REFERENCE ONLY AND TO CONVEY DESIGN INTENT. ALL DIMENSIONS TO BE VERIFIED IN THE FIELD.
2. MECHANICAL, ELECTRICAL AND PLUMBING CONTRACTOR TO COORDINATE WITH LANDLORD REQUIREMENTS AND BUILDING AS REQUIRED.
3. VERIFY ALL REQUIRED ACCESS PANEL SIZES AND LOCATIONS AT GYP. BD. CEILINGS. PROVIDE FLUSH ACCESS PANELS AT ALL EQUIPMENT, VALVES, DAMPERS, CONTROLS, CLEAN OUTS, ETC. PAINT TO MATCH CEILING FINISH.
4. ALL CEILING MATERIAL MUST HAVE CLASS "A" FIRE RATING.
5. SUPPORT WIRES FOR CEILING SUSPENSION SHALL BE ANCHORED TO STRUCTURE ABOVE AND AS REQUIRED BY LANDLORD. SUPPORT WIRES SHALL NOT BE CONNECTED TO ANY MECHANICAL, ELECTRICAL, PLUMBING OR FIRE PROTECTION PIPING OR EQUIPMENT.
6. SPRINKLER HEADS AT GYPSUM BOARD CEILINGS MUST BE FULLY RECESSED AND COVERED WITH METAL PLATES FINISHED TO MATCH ADJACENT SURFACE.
7. CENTER SPRINKLER HEADS, DIFFUSERS, LIGHT FIXTURES, AND OTHER RECESSED OR SURFACE MOUNTED ITEMS IN CEILING TILES.
8. PAINT OUT ALL DIFFUSERS, SPEAKERS, TRIM RINGS, AND EXPOSED DUCTS TO MATCH CEILING FINISH.
9. ALL GYP. BD. CEILINGS & SOFFITS SHALL HAVE LEVEL 5 FINISH & SHALL BE PAINTED.
10. WHERE PORTION OF EXISTING CEILING OR SOFFIT HAS BEEN IMPACTED BY DEMOLITION, PATCH, REFINISH OR REPLACE EXISTING CEILING AS REQUIRED TO MATCH EXISTING CONDITION, UNLESS NOTED OTHERWISE.
11. CENTER CEILING GRID IN ROOM UNLESS NOTED OTHERWISE.
12. FIRE SPRINKLER SYSTEM SHALL REMAIN OPERATIONAL THROUGHOUT THE BUILDING DURING THE PROJECT. WHEN TAKEN OUT OF SERVICE FOR TENANT WORK, A FIRE WATCH IS REQUIRED IN AREAS OF THE BUILDING AFFECTED BY THE SHUTDOWN.
13. ELECTRICAL / LIGHTING CONTRACTOR TO PROVIDE EMERGENCY LIGHTING AT THE APPROXIMATELY LOCATIONS INDICATED SPACING TO MEET OR EXCEED BUILDING CODE, SEE 2020 MN BUILDING CODE AND BUT NOT LIMITED TO SECTIONS 1008, SUBSECTIONS 1008.2, 1008.3, SUBSECTION 1008.5
14. ILLUMINATION LEVELS NOT LESS THAN AN AVERAGE OF 1 FOOT CANDLE, STAIRWAY ILLUMINATION PER SECTION 1204.4, EXTERIOR LIGHT PER SECTION 1204.5.
15. ALL EMERGENCY LIGHTING AND ILLUMINATED EXITING SIGNS ON BATTERY BACK-UP POWER SUPPLY TO MEET OR EXCEED CODE.
16. SELECTIONS / DESIGN BUILD BY CONTRACTOR / INTERIOR DESIGNER.
17. BATHROOMS AND JANITORIAL CLOSETS: BATHROOM FAN AND LIGHTS TO BE SUPPLIED BY CONTRACTOR
18. T.V. INPUTS BY CLIENTS / INTERIOR DESIGNER, VERIFY.
19. HEIGHT, LOCATION & SIZE OF PLUGMOLD BY CONTRACTOR
20. OUTLETS PER CODE WHERE NOT INDICATED, CONTRACTOR TO VERIFY. VERIFY HEIGHTS WITH TENANTS & DESIGNER. vERIFY WHERE USB COMBINATION OUTLETS ARE LOCATED.

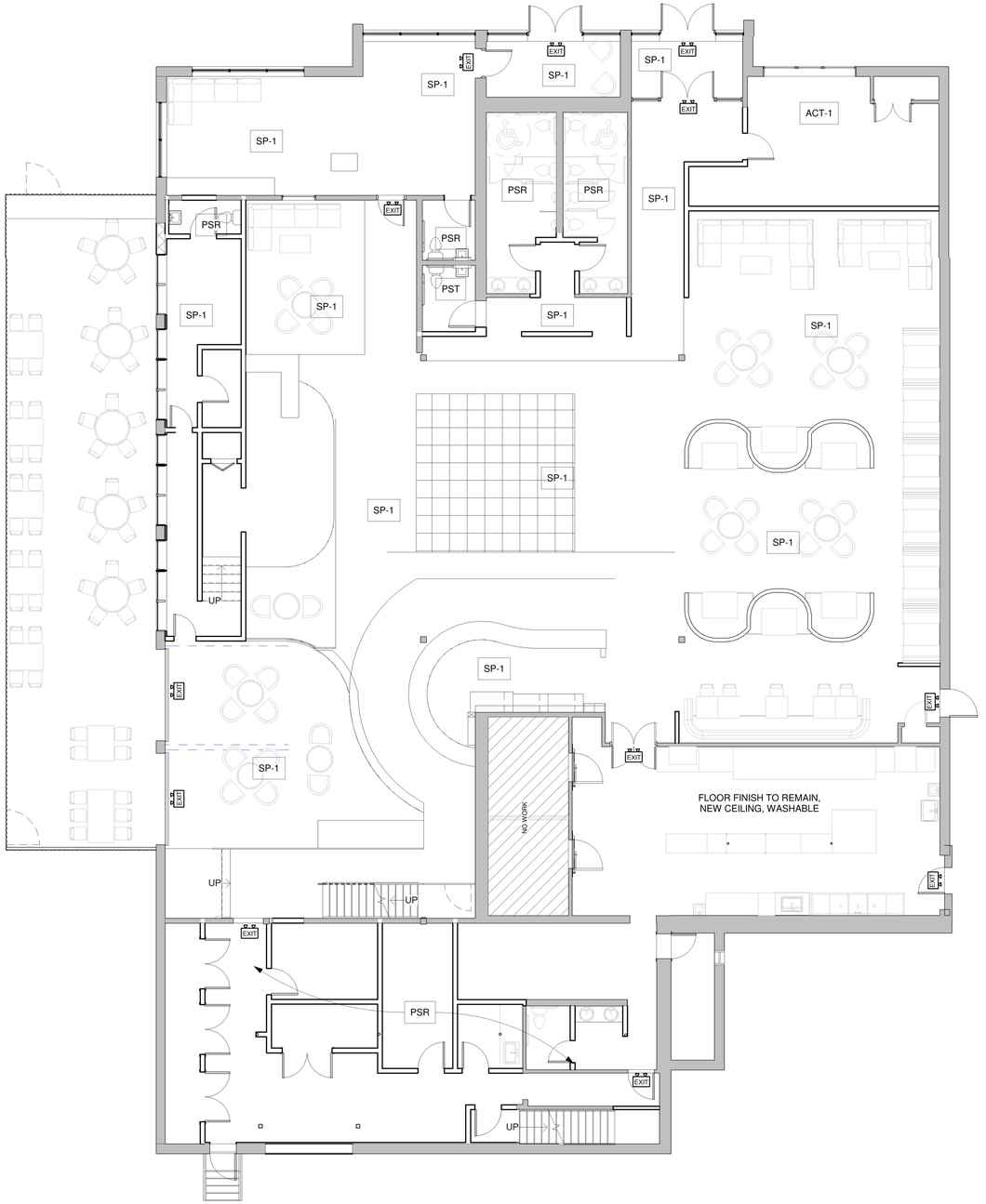
## CEILING FINISH SCHEDULE

| | | |
|---|---|---|
| ACT-1 WASHABLE | 2'X6' ACT CEILING - NEW<br>MFR: VERIFY<br>COLOR: WHITE<br>GRID: SUPRAFINE XL FIRE GUARD 9/16" EXPOSED TEE<br>GRID COLOR: WHITE | ARMSTRONG |
| SP-1 | OPEN CEILING<br>WITH WASHABLE PAINT | |
| PSR | PAINTED SHEETROCK WASHABLE | ARMSTRONG |

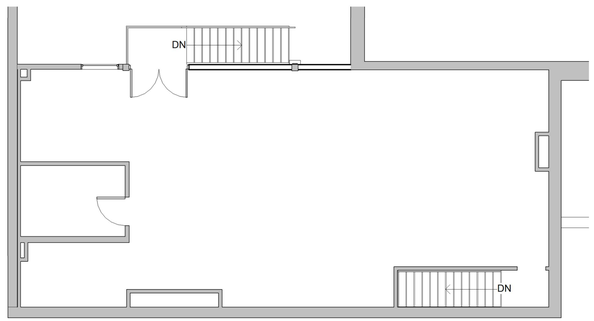
NOTE: EXISTING SPRINKLERS TO REMAIN. SPRINKLERS ABOVE AND BELOW NEW CEILING.

**LIGHT FIXTURE SCHEDULE**

| SYMBOL | DESCRIPTION |
|---|---|
| EXIT | EXIT LIGHT W/ EMERGENCY LIGHTING |




1 A1-302 RCP - MAIN FLOOR
1/8" = 1'-0"




2 A1-302 RCP - MEZZANINE FLOOR
1/8" = 1'-0"


JIM MACKEY ARCHITECT
1723 LAFOND AVENUE
SAINT PAUL , MN 55104
PHONE/FAX 651-644-0869
E-MAIL jim.mack@q.com


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

JAMES A. MACKEY
DATE_____ LIC.NO._23018____


RAYS DESIGNS
MINNEAPOLIS, MN
tel: 612.470.2789
email: priyanka@rays-designs.com
www.rays-designs.com


TERMS:

CONTRACTOR TO VERIFY ALL DIMENSIONS, AS BUILT CONDITIONS (IF APPLY) AND SITE CONDITIONS, BEFORE ORDERING MATERIAL OR DEMOLISHING EXISTING STRUCTURES. CONTRACTOR AND ALL SUBS MUST REPORT ANY DISCREPANCIES TO DESIGNER IMMEDIATLY. AS BUILT AND SITE CONDITIONS OFTEN HAVE UNIQUE CONDITIONS THAT CANNOT BE PREDICTED OR FORSEEN AT DESIGN COMPLETION. CONTRACTOR, SUBS AND DESIGNER WILL WORK TOGETHER TO REACH A SOLUTION IF ANY SITUATION MAY ARISE.

# JAMBO AFRICA RESTAURANT & BAR

## REMODEL

5927 John Martin Dr, Brooklyn Center, MN 55430

## CONSTRUCTION DOCUMENTS

**Revision Schedule**

| No. | Description | Date |
|---|---|---|
| | | |

RCP

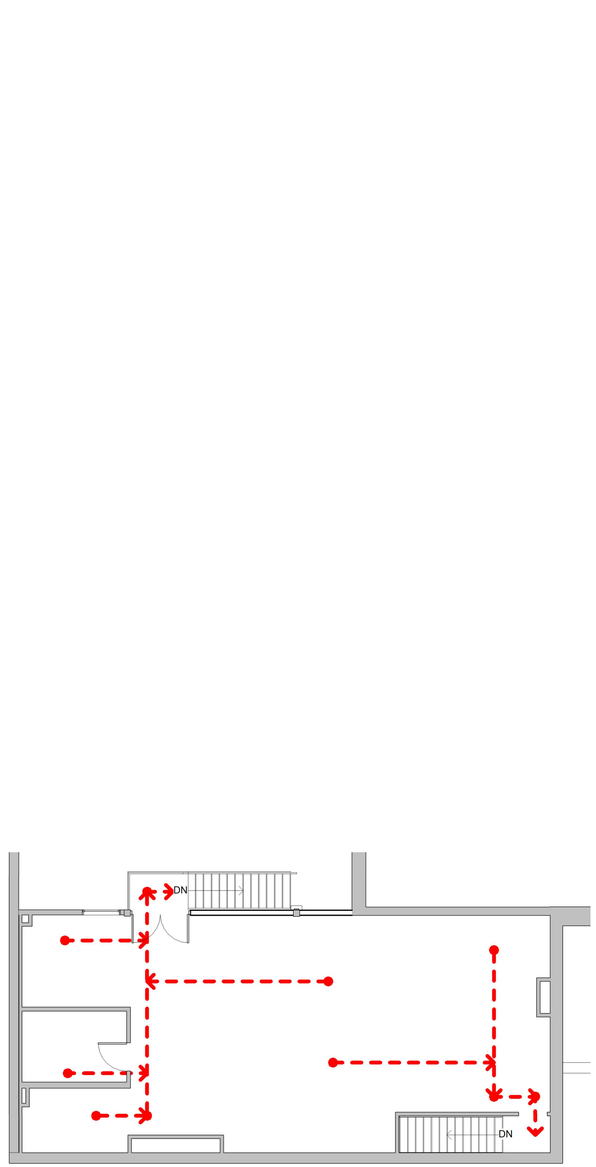
| | |
|---|---|
| Project number | 23710 |
| Date | 08-17-2023 |
| Drawn by | SS |
| Checked by | PRS |

# A1-302

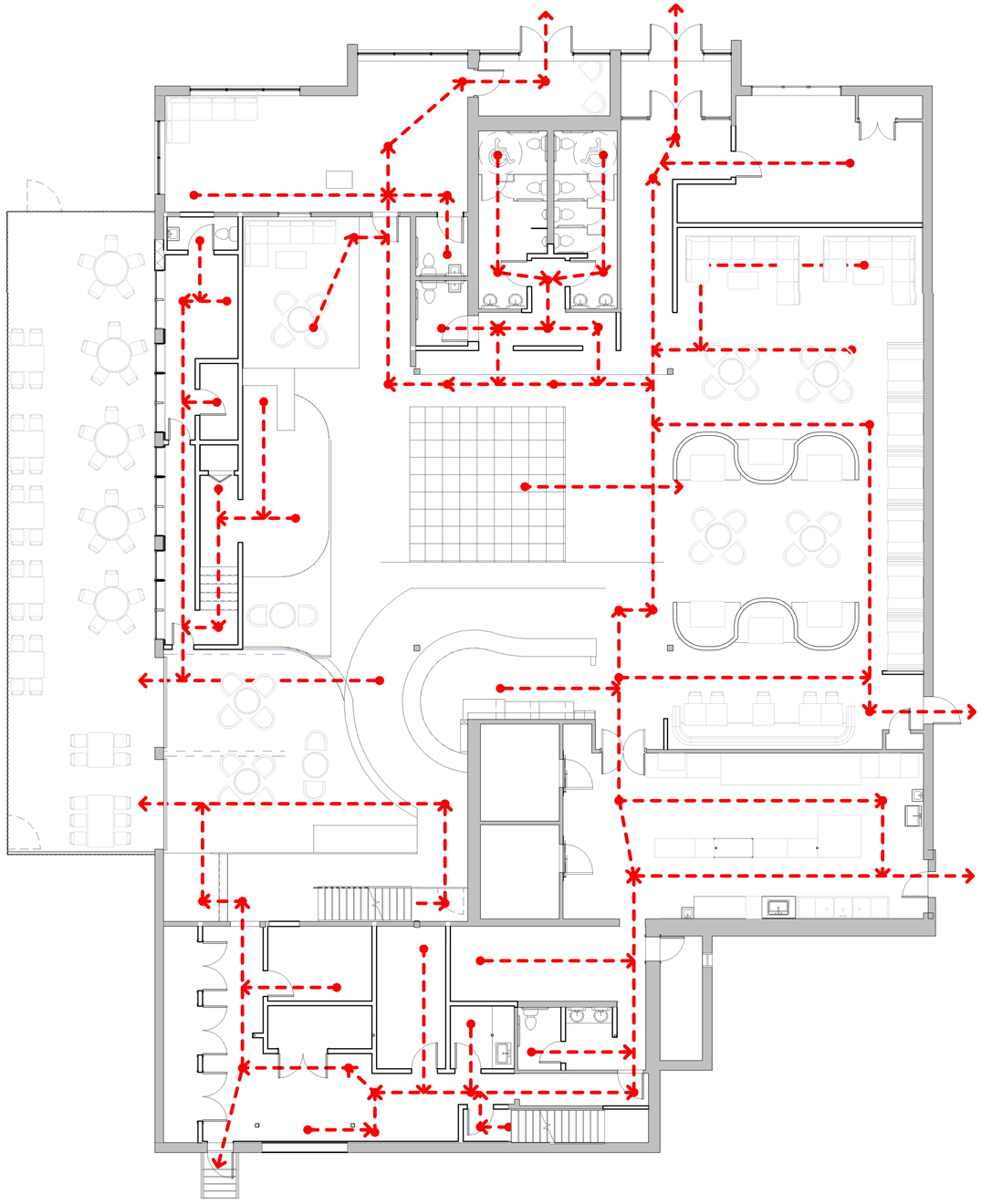

COPYRIGHT 2023


C:\Users\pixox\OneDrive - Rays Designs\Shared PUBLIC\Projects\Project_2023\23710 - RSD - 5927 John Martin Dr, Brooklyn center, MN 55430_Simone\05 - Revit\5927 John Martin Dr - CD -Revision 2_ 08-14-2023.rvt

8/17/2023 1:30:31 PM




2 A1-303 EGRESS PLAN - MEZZANINE FLOOR
1/8" = 1'-0"



1 A1-303 EGRESS PLAN - MAIN FLOOR
1/8" = 1'-0"

JIM MACKEY ARCHITECT
1723 LAFOND AVENUE
SAINT PAUL , MN 55104
PHONE/FAX 651-644-0869
E-MAIL jim.mack@q.com

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

JAMES A. MACKEY
DATE_____ LIC.NO._23018_____

RAYS DESIGNS
MINNEAPOLIS, MN
tel: 612.470.2789
email: priyanka@rays-designs.com
www.rays-designs.com

TERMS:

CONTRACTOR TO VERIFY ALL DIMENSIONS, AS BUILT CONDITIONS (IF APPLY) AND SITE CONDITIONS, BEFORE ORDERING MATERIAL OR DEMOLISHING EXISTING STRUCTURES. CONTRACTOR AND ALL SUBS MUST REPORT ANY DISCREPANCIES TO DESIGNER IMMEDIATLY. AS BUILT AND SITE CONDITIONS OFTEN HAVE UNIQUE CONDITIONS THAT CANNOT BE PREDICTED OR FORSEEN AT DESIGN COMPLETION. CONTRACTOR, SUBS AND DESIGNER WILL WORK TOGETHER TO REACH A SOLUTION IF ANY SITUATION MAY ARISE.

# JAMBO AFRICA RESTAURANT & BAR

## REMODEL

5927 John Martin Dr, Brooklyn Center, MN 55430

## CONSTRUCTION DOCUMENTS

**Revision Schedule**

| No. | Description | Date |
|---|---|---|

## EMERGENCY EXIT PLAN

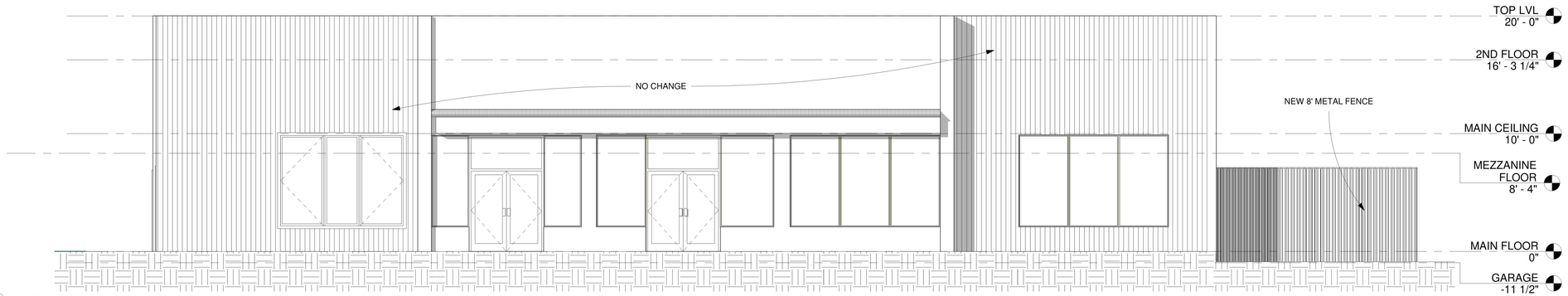
| | |
|---|---|
| Project number | 23710 |
| Date | 08-17-2023 |
| Drawn by | SS |
| Checked by | PRS |

A1-303

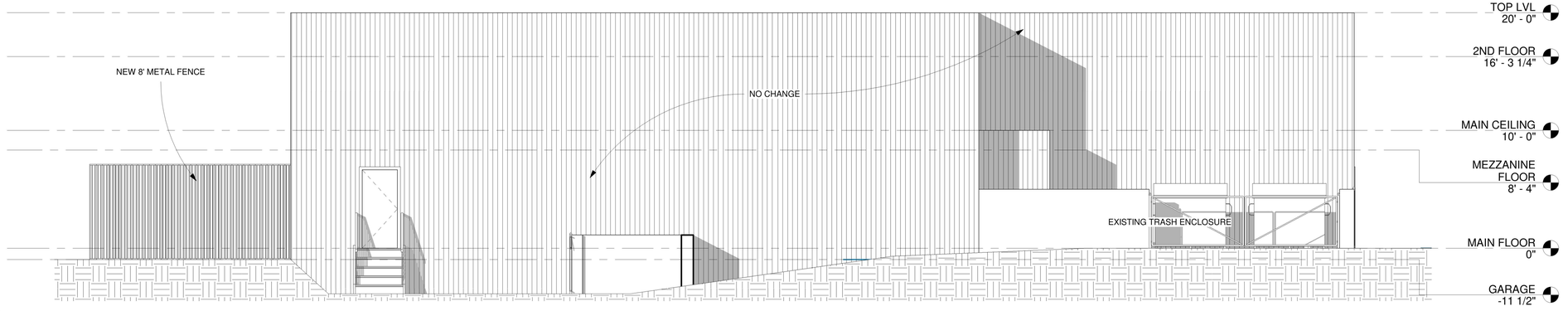
COPYRIGHT 2023

C:\Users\pixox\OneDrive - Rays Designs\Shared PUBLIC\Projects\Project_2023\23710 - RSD - 5927 John Martin Dr, Brooklyn center, MN 55430_Simone\05 - Revit\5927 John Martin Dr - CD -Revision 2_ 08-14-2023.rvt

8/17/2023 1:30:33 PM




3 NORTH ELEVATION
A2-101 3/16" = 1'-0"




4 SOUTH ELEVATION
A2-101 3/16" = 1'-0"

JIM MACKEY ARCHITECT
1723 LAFOND AVENUE
SAINT PAUL , MN 55104
PHONE/FAX 651-644-0869
E-MAIL jim.mack@q.com

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

JAMES A. MACKEY
DATE_____ LIC.NO._23018____

RAYS DESIGNS
MINNEAPOLIS, MN
tel: 612.470.2789
email: priyanka@rays-designs.com
www.rays-designs.com

TERMS:

CONTRACTOR TO VERIFY ALL DIMENSIONS, AS BUILT CONDITIONS (IF APPLY) AND SITE CONDITIONS, BEFORE ORDERING MATERIAL OR DEMOLISHING EXISTING STRUCTURES. CONTRACTOR AND ALL SUBS MUST REPORT ANY DISCREPANCIES TO DESIGNER IMMEDIATLY. AS BUILT AND SITE CONDITIONS OFTEN HAVE UNIQUE CONDITIONS THAT CANNOT BE PREDICTED OR FORSEEN AT DESIGN COMPLETION. CONTRACTOR, SUBS AND DESIGNER WILL WORK TOGETHER TO REACH A SOLUTION IF ANY SITUATION MAY ARISE.

# JAMBO AFRICA RESTAURANT & BAR

## REMODEL

5927 John Martin Dr, Brooklyn Center, MN 55430

## CONSTRUCTION DOCUMENTS

**Revision Schedule**

| No. | Description | Date |
|---|---|---|
| | | |

## EXTERIOR ELEVATION

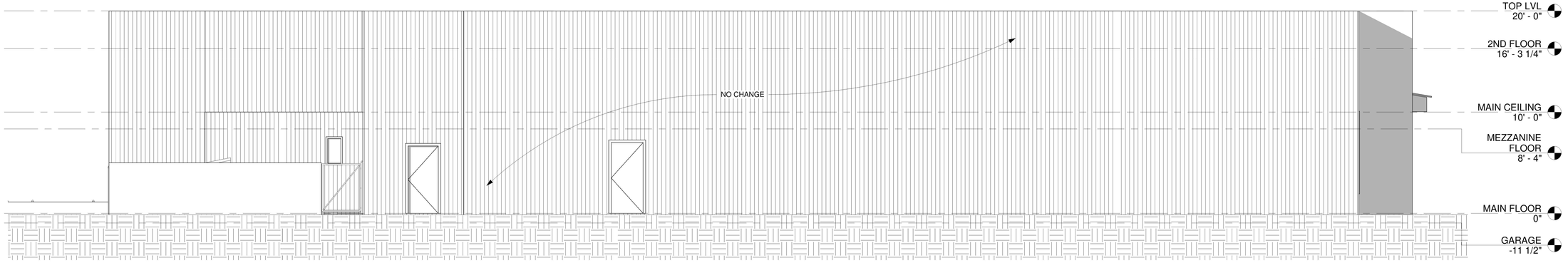
| | |
|---|---|
| Project number | 23710 |
| Date | 08-17-2023 |
| Drawn by | SS |
| Checked by | PRS |

# A2-101

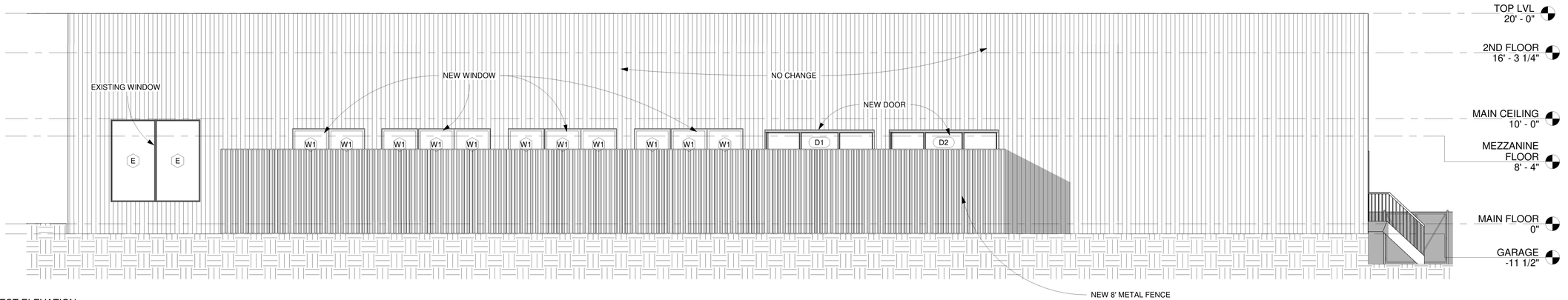
COPYRIGHT 2023

C:\Users\pixox\OneDrive - Rays Designs\Shared PUBLIC\Projects\Project_2023\23710 - RSD - 5927 John Martin Dr, Brooklyn center, MN 55430_Simone\05 - Revit\5927 John Martin Dr - CD -Revision 2_ 08-14-2023.rvt

8/17/2023 1:30:35 PM




1 A2-102 EAST ELEVATION
3/16" = 1'-0"




2 A2-102 WEST ELEVATION
3/16" = 1'-0"

JIM MACKEY ARCHITECT
1723 LAFOND AVENUE
SAINT PAUL , MN 55104
PHONE/FAX 651-644-0869
E-MAIL jim.mack@q.com

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

JAMES A. MACKEY
DATE_____ LIC.NO._23018_____

RAYS DESIGNS
MINNEAPOLIS, MN
tel: 612.470.2789
email: priyanka@rays-designs.com
www.rays-designs.com

TERMS:
CONTRACTOR TO VERIFY ALL DIMENSIONS, AS BUILT CONDITIONS (IF APPLY) AND SITE CONDITIONS, BEFORE ORDERING MATERIAL OR DEMOLISHING EXISTING STRUCTURES. CONTRACTOR AND ALL SUBS MUST REPORT ANY DISCREPANCIES TO DESIGNER IMMEDIATLY. AS BUILT AND SITE CONDITIONS OFTEN HAVE UNIQUE CONDITIONS THAT CANNOT BE PREDICTED OR FORSEEN AT DESIGN COMPLETION. CONTRACTOR, SUBS AND DESIGNER WILL WORK TOGETHER TO REACH A SOLUTION IF ANY SITUATION MAY ARISE.

# JAMBO AFRICA RESTAURANT & BAR

## REMODEL

5927 John Martin Dr, Brooklyn Center, MN 55430

## CONSTRUCTION DOCUMENTS

**Revision Schedule**

| No. | Description | Date |
|---|---|---|

## EXTERIOR ELEVATION

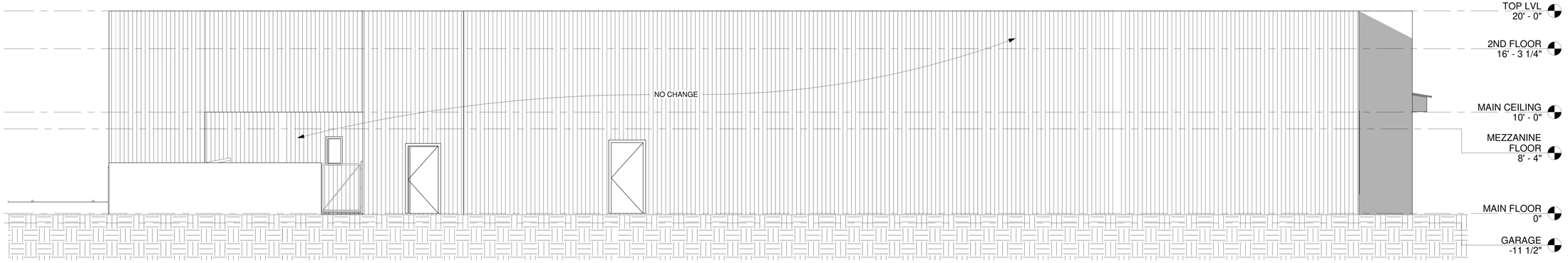
| | |
|---|---|
| Project number | 23710 |
| Date | 08-17-2023 |
| Drawn by | PRS |
| Checked by | JM |

# A2-102

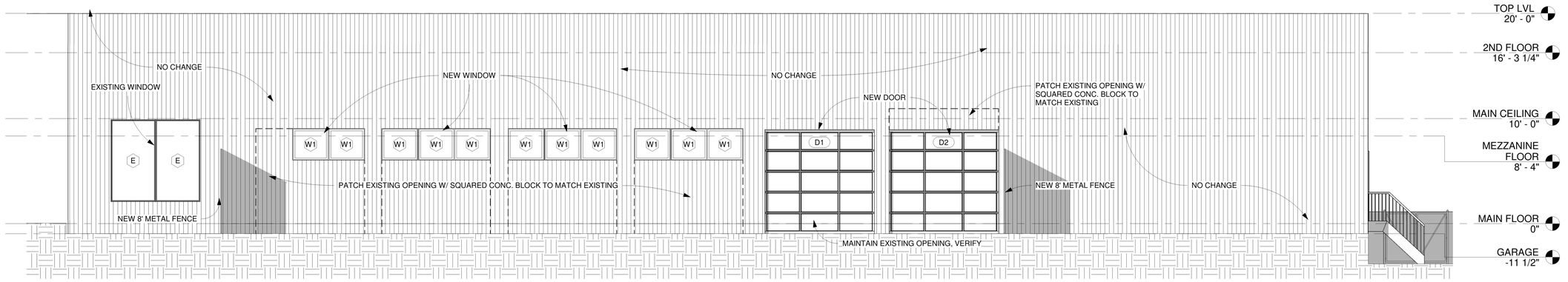
COPYRIGHT 2023

C:\Users\jvox\OneDrive - Rays Designs\Shared PUBLIC\Projects\Project_2023\23710 - RSD - 5927 John Martin Dr, Brooklyn center, MN 55430_Simone\05 - Revit\5927 John Martin Dr - CD -Revision 2_ 08-14-2023.rvt

8/17/2023 1:30:37 PM




1 A2-102 EAST ELEVATION
3/16" = 1'-0"




2 A2-102 WEST ELEVATION
3/16" = 1'-0"

JIM MACKEY ARCHITECT
1723 LAFOND AVENUE
SAINT PAUL , MN 55104
PHONE/FAX 651-644-0869
E-MAIL jim.mack@q.com

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

JAMES A. MACKEY
DATE_____ LIC.NO._23018_____

RAYS DESIGNS
MINNEAPOLIS, MN
tel: 612.470.2789
email: priyanka@rays-designs.com
www.rays-designs.com

TERMS:
CONTRACTOR TO VERIFY ALL DIMENSIONS, AS BUILT CONDITIONS (IF APPLY) AND SITE CONDITIONS, BEFORE ORDERING MATERIAL OR DEMOLISHING EXISTING STRUCTURES. CONTRACTOR AND ALL SUBS MUST REPORT ANY DISCREPANCIES TO DESIGNER IMMEDIATLY. AS BUILT AND SITE CONDITIONS OFTEN HAVE UNIQUE CONDITIONS THAT CANNOT BE PREDICTED OR FORSEEN AT DESIGN COMPLETION. CONTRACTOR, SUBS AND DESIGNER WILL WORK TOGETHER TO REACH A SOLUTION IF ANY SITUATION MAY ARISE.

# JAMBO AFRICA RESTAURANT & BAR

## REMODEL

5927 John Martin Dr, Brooklyn Center, MN 55430

## CONSTRUCTION DOCUMENTS

**Revision Schedule**

| No. | Description | Date |
|---|---|---|

## EXTERIOR ELEVATION

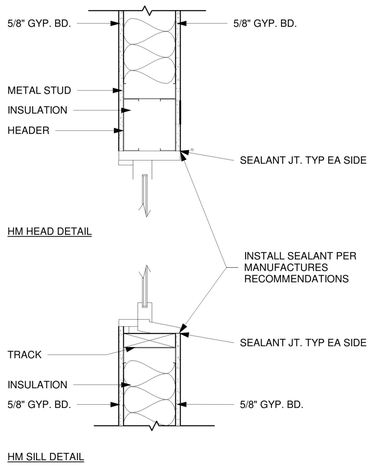
| | |
|---|---|
| Project number | 23710 |
| Date | 08-17-2023 |
| Drawn by | PRS |
| Checked by | JM |

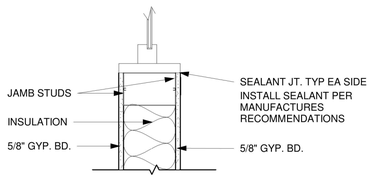
# A2-102

COPYRIGHT 2023

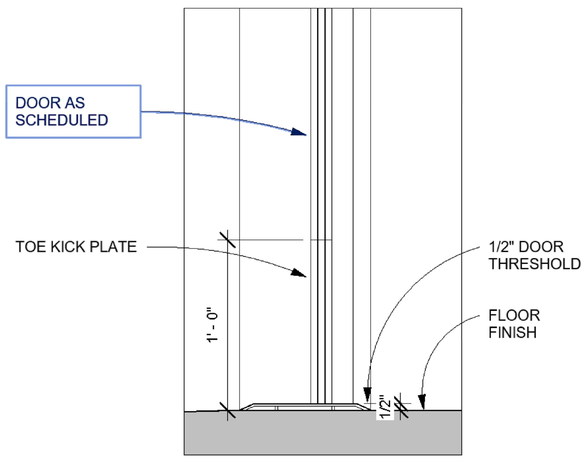
C:\Users\pivox\OneDrive - Rays Designs\Shared PUBLIC\Projects\Project_2023\23710 - RSD - 5927 John Martin Dr, Brooklyn center, MN 55430_Simone\05 - Revit\5927 John Martin Dr - CD -Revision 2_ 08-14-2023.rvt

9/11/2023 5:33:50 PM

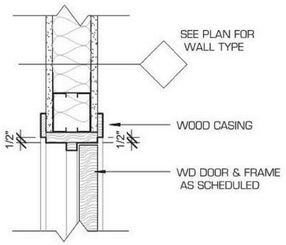


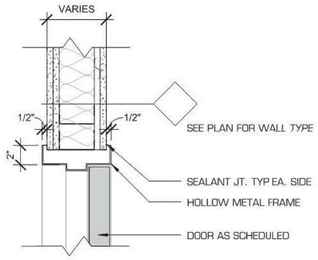

4 A6-101 WINDOW HEAD, SILL AND JAMB
1 1/2" = 1'-0"




3 A6-101 DOOR THRESHOLD DETAIL



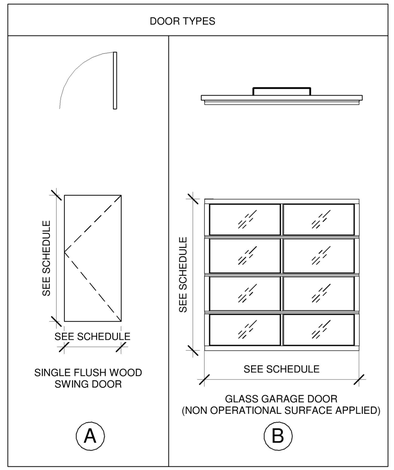

1 A6-101 WD INTERIOR DOOR HEAD DETAIL (JAMB SIM.)
1 1/2" = 1'-0"

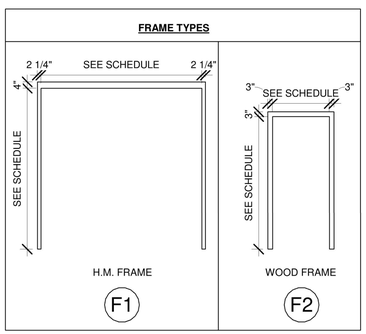



2 A6-101 HM HEAD DETAIL @ ETAL STUD (JAMB SIM.)
1 1/2" = 1'-0"

## KEY LEGEND

| | |
|---|---|
| E | EXISTING WINDOW |
| E | EXISTING DOOR |




| WINDOW SCHEDULE | | | | | | |
|---|---|---|---|---|---|---|
| Type Mark | Width | Height | Head Height | Description | Count | Comments |
| MAIN FLOOR | | | | | | |
| W1 | 3' - 5" | 3' - 0" | 9' - 0 1/2" | | 11 | |
| Grand total | | | | | 11 | |

| DOOR SCHEDULE | | | | | | | |
|---|---|---|---|---|---|---|---|
| Mark | Width | Height | Description | Door Type | Frame Type | Glass Type | Comments |
| GARAGE | | | | | | | |
| D25 | 9' - 10 7/8" | 12' - 0" | | | | | |
| MAIN FLOOR | | | | | | | |
| D1 | 10' - 4 3/4" | 9' - 10 3/4" | 2-1/8" Thick Aluminum Sectional Door | B | F1 | TC | |
| D2 | 10' - 4 3/4" | 9' - 10 3/4" | 2-1/8" Thick Aluminum Sectional Door | B | F1 | TC | |
| D3 | 2' - 6" | 6' - 8" | SINGLE PANEL WOOD SWING DOOR | A | F2 | | |
| D4 | 2' - 6" | 6' - 8" | SINGLE PANEL WOOD SWING DOOR | A | F2 | | |
| D5 | 3' - 0" | 6' - 8" | SINGLE PANEL WOOD SWING DOOR | A | F2 | | |
| D6 | 3' - 0" | 6' - 8" | SINGLE PANEL WOOD SWING DOOR | A | F2 | | |
| D7 | 3' - 0" | 6' - 8" | SINGLE PANEL WOOD SWING DOOR | A | F2 | | |
| D8 | 3' - 0" | 6' - 8" | SINGLE PANEL WOOD SWING DOOR | A | F2 | | |
| D11 | 3' - 0" | 6' - 8" | SINGLE PANEL WOOD SWING DOOR | A | F2 | | |
| D12 | 2' - 6" | 6' - 8" | SINGLE PANEL WOOD SWING DOOR | A | F2 | | |
| D13 | 3' - 0" | 6' - 8" | SINGLE PANEL WOOD SWING DOOR | A | F2 | | |
| D14 | 3' - 0" | 6' - 8" | SINGLE PANEL WOOD SWING DOOR | A | F2 | | |
| D16 | 5' - 8" | 6' - 8" | SINGLE PANEL WOOD SWING DOOR | A | F2 | | |
| D17 | 3' - 0" | 6' - 8" | SINGLE PANEL WOOD SWING DOOR | A | F2 | | |
| D18 | 5' - 8" | 6' - 8" | SINGLE PANEL WOOD SWING DOOR | A | F2 | | |
| D19 | 5' - 8" | 6' - 8" | SINGLE PANEL WOOD SWING DOOR | A | F2 | | |
| D20 | 5' - 8" | 6' - 8" | SINGLE PANEL WOOD SWING DOOR | A | F2 | | |
| D26 | 3' - 0" | 6' - 8" * | SINGLE PANEL WOOD SWING DOOR | A | F2 | | |
| D27 | 3' - 0" | 6' - 8" | SINGLE PANEL WOOD SWING DOOR | A | F2 | | |
| D28 | 3' - 0" | 6' - 8" | SINGLE PANEL WOOD SWING DOOR | A | F2 | | |
| D29 | 3' - 0" | 6' - 8" | BIFOLD | A | | | |
| D31 | 3' - 0" | 6' - 8" | SINGLE PANEL WOOD SWING DOOR | A | F2 | | DOOR WITH LOCK |
| MEZZANINE FLOOR | | | | | | | |
| D30 | 6' - 0" | 7' - 0" | DOUBLE PANEL SWING DOOR | | | | |

GLASS TYPE DESIGNATION:

IG = INSULATED AND TEMPERED GLAZING
TC = TEMPERED CLEAR GLAZING
D-1 = 1 HR FIRE RESISTANT GLAZING
DOOR - D-1 (1 HR. RATED GLAZING - SUPPLIER TO INCLUDE TEST DATA INDICATING SIZE AND AREA IS COMPLIANT WITH 2020 MN B.C. SECTION 716.2.2.3.1. LISTED FIRERESISTANCE RATING)

**NOTE:**

- DOOR AND HARDWARE TO BE SELECTED & FINALISED BY OWNER / INTERIOR DESIGNER.
- ALL EXIT DOOR TO REQUIRE ADA / ACCESSIBILITY COMPLIANCE HARDWARE.
- EXISTING HARDWARE TO REMAIN IF IN CODE COMPLIANCE.
- DOOR WOOD SPECIES AND FINISH TO BE SELECTED BY INTERIOR DESIGNER/ OWNER / CONTRACTOR.
- IF WOOD DOOR CASING IS NOT TO BE USED AT DOOR FRAMES INSTALL A TEARBEAD IN CAULK JOINT.
- CONTRACTOR TO VERIFY WITH INTERIOR DESIGNER / OWNER WHETHER OR NOT A DOOR FINISH CASING IS REQUIRED

COPYRIGHT 2023

JIM MACKEY ARCHITECT
1723 LAFOND AVENUE
SAINT PAUL , MN 55104
PHONE/FAX 651-644-0869
E-MAIL jim.mack@q.com

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

JAMES A. MACKEY
DATE_____ LIC.NO._23018_____

RAYS DESIGNS
MINNEAPOLIS, MN
tel: 612.470.2789
email: priyanka@rays-designs.com
www.rays-designs.com

TERMS:
CONTRACTOR TO VERIFY ALL DIMENSIONS, AS BUILT CONDITIONS (IF APPLY) AND SITE CONDITIONS, BEFORE ORDERING MATERIAL OR DEMOLISHING EXISTING STRUCTURES. CONTRACTOR AND ALL SUBS MUST REPORT ANY DISCREPANCIES TO DESIGNER IMMEDIATLY. AS BUILT AND SITE CONDITIONS OFTEN HAVE UNIQUE CONDITIONS THAT CANNOT BE PREDICTED OR FORSEEN AT DESIGN COMPLETION. CONTRACTOR, SUBS AND DESIGNER WILL WORK TOGETHER TO REACH A SOLUTION IF ANY SITUATION MAY ARISE.

# JAMBO AFRICA RESTAURANT & BAR

## REMODEL

5927 John Martin Dr, Brooklyn Center, MN 55430

CONSTRUCTION DOCUMENTS

**Revision Schedule**

| No. | Description | Date |
|---|---|---|

## DOOR/WINDOW SCHEDULES & DETAILS

| | |
|---|---|
| Project number | 23710 |
| Date | 08-17-2023 |
| Drawn by | SS |
| Checked by | PRS |

A6-101

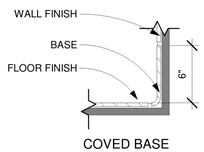
C:\Users\pixxx\OneDrive - Rays Designs\Shared PUBLIC\Projects\Project_2023\23710 - RSD - 5927 John Martin Dr, Brooklyn center, MN 55430_Simone\05 - Revit\5927 John Martin Dr - CD -Revision 2_ 08-14-2023.rvt
8/17/2023 1:30:38 PM

## WALL TYPES

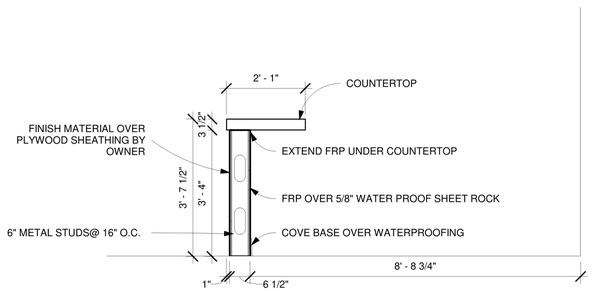
| MARK | RATING | PLAN | HEIGHT | DESCRIPTION | NOTES |
|---|---|---|---|---|---|
| | NOT RATED | | EXISTING | EXISTING | EXISTING WALLS TO REMAIN |
| A | NOT RATED | (1) LAYER 5/8" TYPE 'X' GYP. BD.<br>5 1/2" MTL STUDS @ 24" O.C.<br>BATT INSULATION<br>(1) LAYER 5/8" TYPE 'X' GYP. BD. | BOTTOM OF JOIST UNLESS NOTED | INTERIOR | 5 1/2 MTL STUDS @ 16" O.C., 5/8" GYP. BD. EA. SIDE. |
| C | NOT RATED | 2X6 WD STUDS @ 16 O.C.<br>5/8" GYP. BD. | VARIES | INTERIOR | 2x6 WD STUDS @ 16" O.C., 5/8" GYP. BD. ONE SIDE. |
| D | NOT RATED | 2X4 MTL STUDS @ 16 O.C.<br>1/2" GYP. BD. | BOTTOM OF JOIST | INTERIOR | 4 MTL STUDS @ 16" O.C., 1/2" GYP. BD. ONE SIDE. |

NOTES:

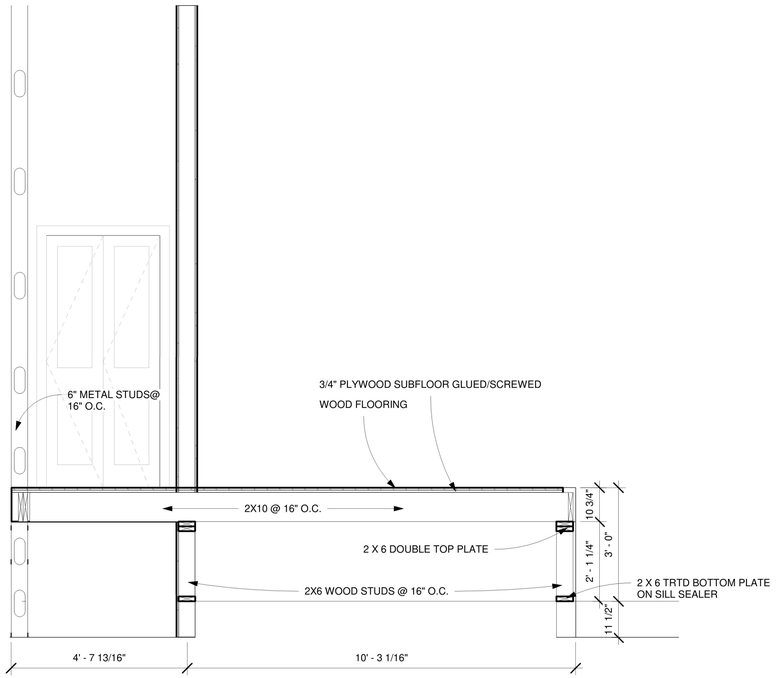
1. ALL WALLS TO BE CONSTRUCTED TO BOTTOM OF ROOF DECK, EXCEPT AS NOTED. USE SLIP-TRACK AT TOP OF WALLS CONSTRUCTED TO DECK. PROVIDE W.R. (WATER RESISTANT) GYPSUM BACKING BOARD IN TOILET ROOMS, AND JANITORS CLOSET.
2. INSTALL WALL FLUSH WITH EXISTING WALL UNLESS NOTED OTHERWISE




4 A6-102 COVE BASE DETAIL, TYP.
1 1/2" = 1'-0"




3 A6-102 SECTION - BAR COUNTER DETAIL
1/2" = 1'-0"




1 A6-102 SECTION - STAGE
1/2" = 1'-0"

COPYRIGHT 2023

JIM MACKEY ARCHITECT
1723 LAFOND AVENUE
SAINT PAUL , MN 55104
PHONE/FAX 651-644-0869
E-MAIL jim.mack@q.com

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

JAMES A. MACKEY
DATE_____ LIC.NO._23018_____

RAYS DESIGNS
MINNEAPOLIS, MN
tel: 612.470.2789
email: priyanka@rays-designs.com
www.rays-designs.com

TERMS:
CONTRACTOR TO VERIFY ALL DIMENSIONS, AS BUILT CONDITIONS (IF APPLY) AND SITE CONDITIONS, BEFORE ORDERING MATERIAL OR DEMOLISHING EXISTING STRUCTURES. CONTRACTOR AND ALL SUBS MUST REPORT ANY DISCREPANCIES TO DESIGNER IMMEDIATLY. AS BUILT AND SITE CONDITIONS OFTEN HAVE UNIQUE CONDITIONS THAT CANNOT BE PREDICTED OR FORSEEN AT DESIGN COMPLETION. CONTRACTOR, SUBS AND DESIGNER WILL WORK TOGETHER TO REACH A SOLUTION IF ANY SITUATION MAY ARISE.

# JAMBO AFRICA RESTAURANT & BAR

## REMODEL

5927 John Martin Dr, Brooklyn Center, MN 55430

## CONSTRUCTION DOCUMENTS

**Revision Schedule**

| No. | Description | Date |
|---|---|---|
| | | |

## DETAILS

| | |
|---|---|
| Project number | 23710 |
| Date | 08-17-2023 |
| Drawn by | SS |
| Checked by | PRS |

# A6-102

C:\Users\pixox\OneDrive - Rays Designs\Shared PUBLIC\Projects\Project_2023\23710 - RSD - 5927 John Martin Dr, Brooklyn center, MN 55430_Simone\05 - Revit\5927 John Martin Dr - CD -Revision 2_ 08-14-2023.rvt
8/17/2023 1:30:39 PM

## DIVISION 1 - GENERAL REQUIREMENTS

SECTION 100 - GENERAL CONDITIONS

1. THE GENERAL CONDITIONS HEREIN SET FORTH SHALL APPLY TO ANY CONTRACT GIVEN UNDER THESE SPECIFICATIONS AND SHALL BE BINDING UPON EVERY SUB-CONTRACTOR AS WELL AS THE GENERAL CONTRACTOR.
2. SUPPLEMENTS - AIA DOCUMENT A201 GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION , FOURTEENTH EDITION 1997, IS PART OF THIS CONTRACT, AND IS INCORPORATED HEREIN AS FULLY AS IF HERE SET FORTH
3. THE PLANS, ELEVATIONS, SECTIONS, AND DETAIL DRAWINGS, TOGETHER WITH THESE SPECIFICATIONS ARE TO FORM THE BASIS OF THE CONTRACT AND ARE TO BE OF EQUAL FORCE. SHOULD ANYTHING BE MENTIONED IN THESE SPECIFICATIONS AND NOT SHOWN IN THE DRAWINGS, OR THE REVERSE, THE SAME SHALL BE FOLLOWED AS IF SET FORTH IN BOTH, AS IT IS THE INTENT OF THESE SPECIFICATIONS AND ACCOMPANYING DRAWINGS TO CORRESPOND AND TO EMBODY EVERY ITEM AND PART NECESSARY FOR THE COMPLETION OF THE STRUCTURE.
4. IT IS THE INTENTION OF THE PARTIES HERETO THAT NEITHER SUB-CONTRACTORS NOR GENERAL CONTRACTOR SHALL TAKE ADVANTAGE OF ANY INACCURACY OR DISCREPANCY IN THE SPECIFICATIONS OR DRAWINGS. ANY DISCREPANCY SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE DESIGNER FOR INTERPRETATION.
5. CODES - ALL WORK AND CONTRACTORS SHALL COMPLY WITH THE STATE OF MINNESOTA UNIFORM BUILDING CODES AND OTHER LOCAL HEALTH AND BUILDING ORDINANCES THAT ARE APPLICABLE.
7. TERMS - EACH SUB-CONTRACTOR/SUPPLIER SHALL MAKE CLEAR IN WRITING OR OTHERWISE TO THE GENERAL CONTRACTORS SATISFACTION THE SCOPE, TERMS AND SCHEDULE OF HIS WORK.
8. MATERIALS - ALL MATERIALS SHALL BE NEW AND OF GOOD QUALITY, OF THE GRADE, FINISH AND COLOR SPECIFIED OR AN APPROVED EQUAL.
9. STORAGE OF MATERIALS - THE CONTRACTOR AND SUB-CONTRACTORS SHALL BE RESPONSIBLE FOR PROPER STORAGE OF THEIR MATERIALS, TOOLS, AND EQUIPMENT. MATERIALS SHALL BE PROTECTED FROM THE WEATHER WHERE SUCH PROTECTION IS ESSENTIAL TO THEIR QUALITY AND SHALL BE STORED OFF THE GROUND FOR PROTECTION AGAINST STANDING WATER.
10. WORKMANSHIP - THE CONTRACTOR AND SUB-CONTRACTOR SHALL EMPLOY ONLY WORKERS SKILLED IN THEIR RESPECTIVE TRADE(S). ALL LABOR SHALL BE PERFORMED IN A GOOD, WORKMANSHIP MANNER. ALL WORK SHALL CONFORM TO THE APPLICABLE GUIDES AND STANDARDS FOR THAT TRADE.
11. CHANGES - ANY CHANGE IN THE SPECIFICATIONS OR DRAWINGS MUST BE AGREED UPON IN WRITING BEFORE THE CHANGE IS MADE, IF SUCH CHANGE WILL INCREASE OR DECREASE THE COST OF CONSTRUCTION.
12. LIEN WAIVERS - AT THE TIME OF PAYMENT(S), THE CONTRACTOR AND SUB-CONTRACTORS/SUPPLIERS SHALL FURNISH PROPER LIEN WAIVERS.
13. WARRANTY - THE CONTRACTOR AND SUB-CONTRACTORS SHALL FULLY GUARANTEE ALL MATERIALS AND WORKMANSHIP FOR A PERIOD OF 12 MONTHS FROM THE DATE OF OCCUPANCY, UNLESS OTHERWISE NOTED IN THE TECHNICAL SPECIFICATIONS. CORRECTION SHALL BE MADE PROMPTLY AFTER NOTICE FROM THE DESIGNER OR OWNER, AT NO COST TO THE OWNER, INCLUDING COST OF RELATED WORK OF OTHER TRADES.
14. SCHEDULE - SUB-CONTRACTORS/SUPPLIERS SHALL PROVIDE ADEQUATE NOTICE OF SCHEDULE REQUIRED AND HAVE PREMISES READY FOR SUCH WORK. THE GENERAL CONTRACTOR SHALL DELIVER TO THE OWNER, WITHIN TWO WEEKS OF AWARD OF CONTRACT, A COMPLETE TIME SCHEDULE FOR COMPLETION OF THE PROJECT.
15. TERMINATION - IF THE CONTRACTOR OR SUB-CONTRACTOR FAILS TO COMMENCE, PROCEED, FINISH, OR CORRECT THE WORK SPECIFIED IN HIS CONTRACT IN A TIMELY MANNER, THE OWNER CAN TERMINATE THE CONTRACT, AND HIRE OTHER SUB-CONTRACTOR(S) TO COMPLETE THE WORK. NOTICE OF TERMINATION: OWNER SHALL GIVE VERBAL NOTICE TO CONTRACTOR TO FULFILL THE TERMS OF HIS CONTRACT. IF AFTER FIVE WORKING DAYS, THE CONTRACTOR OR SUB-CONTRACTOR HAS NOT COMPLIED, OWNER WILL GIVE NOTICE IN WRITING TO PERFORM WORK WITHIN THREE WORKING DAYS OR THE CONTRACT SHALL BE DEEMED TO BE BREACHED AND VOID. OWNER SHALL USE THE UNPAID BALANCE OF THE CONTRACT TO FINISH OR PAY OTHERS TO FINISH THE WORK.
16. SITE SAFETY - GENERAL CONTRACTOR AND SUB-CONTRACTORS SHALL MAINTAIN PREMISES IN SAFE AND HAZARD-FREE CONDITION SUB-CONTRACTORS SHALL ENSURE THAT AT THE END OF THE DAY OR PHASE OF WORK THEY HAVE LEFT NO HAZARDOUS OR UNSAFE CONDITIONS.
17. CLEAN-UP - GENERAL CONTRACTOR SHALL ESTABLISH ONE TRASH DUMPSTER NEAR THE PROJECT. SUB-CONTRACTORS SHALL PUT WASTE MATERIAL AND TRASH IN THIS LOCATION AND SHALL NOT SPREAD TRASH ABOUT THE SITE. GENERAL CONTRACTOR WILL PROVIDE A TRASH CAN FOR POP CANS, LUNCH SACKS AND MISCELLANEOUS GARBAGE. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR OVERALL CLEAN UP AND TRASH REMOVAL.
18. SUB-CONTRACTOR CLEAN-UP - EACH SUB-CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING UP AND REMOVAL OF WASTE MATERIALS, PACKING BOXES OR OTHER MATERIALS RESULTING FROM THEIR WORK BOTH DURING ROUGH-IN AND FINAL PHASES OF WORK. IF THIS CLEAN-UP IS NOT PERFORMED, GENERAL CONTRACTOR WILL PERFORM SUCH WORK AND DEDUCT COST FROM SUB-CONTRACTOR.
19. FINAL CLEAN-UP - PRIOR TO THE OWNER S OCCUPANCY, THE CONTRACTOR SHALL CLEAN, POLISH AND RETOUCH ALL FIXTURES, EQUIPMENT, HARDWARE, TILE ,MARBLE, GLASS, CARPET, PAINTED, STAINED AND DECORATED SURFACES TO THEIR ORIGINAL FINISH AND REMOVE ALL TRACES OF CONSTRUCTION DUST, LABELS, STAINS, SPOTS, FOREIGN MATTER AND MARKINGS. ALL FILTERS SHALL BE REPLACED AND ALL CONSTRUCTION LIGHT BULBS SHALL BE REPLACED WITH NEW ONES.
20. INSURANCE - THE GENERAL CONTRACTOR AND ALL SUB-CONTRACTORS AND SUPPLIERS SHALL PROVIDE FULL LIABILITY AND WORKMEN S COMPENSATION COVERAGE. FIRE AND WIND STORM COVERAGE SHALL BE PROVIDED BY GENERAL CONTRACTOR. THE CONTRACTOR SHALL INDEMNIFY AND SAVE OWNER AND DESIGNER HARMLESS FROM ANY LIABILITY ARISING FROM INJURY TO PERSON OR PROPERTY OCCASIONED FULLY OR IN PART BY ANY ACT OR OMISSIONS OF THE CONTRACTOR, INCURRED BY THE GENERAL CONTRACTOR IN DEFENSE OF ANY CLAIM OR SUIT ARISING OUT OF THE SUB-CONTRACTOR S RESPONSIBILITIES AND THE WORK UNDER THE CONSTRUCTION CONTRACT AGREEMENT. SUBMIT INSURANCE CERTIFICATE(S) TO OWNER.
21. SHOP DRAWINGS - SHOP DRAWINGS AND/OR SAMPLES SHALL BE SUBMITTED TO THE DESIGNER FOR CERTAIN PORTIONS OF THE WORK NOTED IN THE TECHNICAL SPECIFICATIONS. DESIGNER AND OWNER SHALL REVIEW SUBMITTALS PROMPTLY IF REQUIRED, SUBMITTALS SHALL BE CORRECTED AND RE-SUBMITTED. NO PORTION OF THE WORK REQUIRING A SHOP DRAWING SHALL BE COMMENCED UNTIL THE SUBMITTAL HAS BEEN APPROVED.
22. BENCHMARK - GENERAL CONTRACTOR SHALL ESTABLISH AND MAINTAIN A BENCHMARK TO BE USED TO SET ALL ELEVATIONS.
23. UTILITIES - GENERAL CONTRACTOR SHALL VERIFY INVERT AND LOCATION OF SEWER CONNECTION BEFORE SETTING FLOOR ELEVATIONS, AND SHALL VERIFY LOCATION OF ALL GAS, ELECTRICAL AND WATER LINES BEFORE TRENCHING OR EXCAVATING.
24. TELEPHONE SERVICE - PROVIDE AND MAINTAIN A TELEPHONE WHICH SHALL BE PROVIDED UNTIL THE WORK IS COMPLETE AND SHALL BE FOR THE USE OF ALL CONTRACTORS AND THE DESIGNER OR REPRESENTATIVE.
25. CONSTRUCTION LIMITS - OWNER SHALL ESTABLISH CONSTRUCTION LIMITS. ON-SITE MATERIALS STORAGE AREAS WILL BE ESTABLISHED BY THE CONTRACTOR AND CONFORMED TO BY ALL SUB-CONTRACTORS.
26. VERIFICATION OF SURFACES - IT SHALL BE THE RESPONSIBILITY OF EACH CONTRACTOR DOING WORK OR INSTALLING MATERIAL OVER WORK DONE BY OTHERS TO INSPECT THIS WORK AND REPORT ANY CONDITIONS WHICH MAY BE DETRIMENTAL TO A SATISFACTORY FINAL RESULT. PROCEEDING WITH NEW WORK SHALL INDICATE ACCEPTANCE OF PRIOR WORK OR SURFACE CONDITIONS.
27. TEMPORARY OFFICE AND MATERIALS STORAGE - THE GENERAL CONTRACTOR SHALL PROVIDE, ON THE PREMISES, A TEMPORARY OFFICE. DRAWINGS AND SHOP DRAWINGS ARE TO BE KEPT IN THIS OFFICE. ONLY APPROVED SHOP DRAWINGS SHALL BE KEPT ON FILE. PROVIDE STORAGE AND ENCLOSURES TO PROTECT AND PRESERVE ALL MATERIALS STORED ON THE SITE.
28. TEMPORARY HEAT, LIGHT, POWER AND WATER - THE CONTRACTOR SHALL PROVIDE ALL TEMPORARY HEAT, LIGHT, POWER AND WATER DURING THE TERM OF THE BUILDING CONSTRUCTION.
29. SUBMISSIONS - THE CONTRACTOR SHALL SUBMIT THE FOLLOWING ITEMS TO THE OWNER AND DESIGNER FOR APPROVAL:
    1. SCHEDULE OF VALUES
    2. WORK SCHEDULE
    3. SHOP DRAWINGS: CABINETS, WINDOWS, APPLIANCES, PLUMBING FIXTURES
    4. SAMPLES: MILLWORK, STAIN, PAINT, CABINET AND DOOR HARDWARE
    5. LIEN WAIVERS
    6. CERTIFICATE OF INSURANCE

SECTION 180 - DEMOLITIONS/ALTERATIONS

1. GENERAL CONDITIONS
2. SCOPE:
   a) WORK INCLUDED. PERFORM ALTERATIONS AND RELATED WORK AS SHOWN OR SPECIFIED AND IN ACCORDANCE WITH REQUIREMENTS OF THE CONTRACT DOCUMENTS.
   b) WORK OF OTHER SECTIONS:
      1. REINFORCING, CUTTING, AND OTHER MODIFICATIONS OF EXISTING STRUCTURAL MATERIAL.
      2. DISCONNECTING, REMOVAL, AND/OR RELOCATION OF EXISTING MECHANICAL AND ELECTRICAL WORK, INCLUDING EQUIPMENT.
3. STANDARDS:
   a. EXCEPT AS MODIFIED BY GOVERNING CODES AND BY THIS SPECIFICATION, COMPLY WITH THE APPLICABLE PROVISIONS AND RECOMMENDATION OF ANSI A10.2, SAFETY CODE FOR BUILDING CONSTRUCTION.
   b. PROPER TESTING FOR AND THE REMOVAL OF ANY ASBESTOS SHALL BE IN STRICT CONFORMANCE WITH APPLICABLE CODES.
4. SCHEDULING:
   a. BEFORE COMMENCING ANY ALTERATION OR DEMOLITION WORK, SUBMIT FOR REVIEW BY THE DESIGNER AND APPROVAL OF THE OWNER, A SCHEDULE SHOWING THE COMMENCEMENT, THE ORDER, AND THE COMPLETION DATES FOR THE VARIOUS PARTS OF THIS WORK.
   b. BEFORE STARTING ANY WORK RELATING TO EXISTING UTILITIES (ELECTRICAL, SEWER, WATER, HEAT, GAS, FIRE LINES, ETC.) THAT WILL TEMPORARILY DISCONTINUE OR DISRUPT SERVICE TO THE EXISTING BUILDING, NOTIFY THE DESIGNER AND THE OWNER 72 HOURS IN ADVANCE AND OBTAIN THE OWNERS APPROVAL IN WRITING BEFORE PROCEEDING WITH THIS PHASE OF THE WORK.
5. PROTECTION:
   a. MAKE SUCH EXPLORATIONS AND PROBES AS ARE NECESSARY TO ASCERTAIN ANT REQUIRED PROTECTIVE MEASURES BEFORE PROCEEDING WITH DEMOLITION AND REMOVAL. GIVE PARTICULAR ATTENTION TO SHORING AND BRACING REQUIREMENTS SO AS TO PREVENT ANY DAMAGE TO EXISTING CONSTRUCTION.
   b. PROVIDE AND MAINTAIN WEATHER PROTECTION AT EXTERIOR OPENINGS SO AS TO FULLY PROTECT THE INTERIOR PREMISES AGAINST DAMAGE FROM THE ELEMENTS UNTIL SUCH OPENINGS ARE CLOSED BY NEW CONSTRUCTION.
   c. PROVIDE AND MAINTAIN TEMPORARY PROTECTION OF THE EXISTING STRUCTURE DESIGNATED TO REMAIN WHERE DEMOLITION, REMOVAL AND NEW WORK IS BEING DONE, CONNECTIONS MADE, MATERIALS HANDLED, OR EQUIPMENT MOVED.
   d. TAKE NECESSARY PRECAUTIONS TO PREVENT DUST AND DIRT FROM RISING BY WETTING DEMOLISHED MASONRY, CONCRETE, PLASTER, AND SIMILAR DEBRIS. PROTECT UNALTERED PORTIONS OF THE EXISTING BUILDING AFFECTED BY THE OPERATIONS UNDER THIS SECTION BY DUST PROOF PARTITIONS AND OTHER ADEQUATE MEANS.
   e. PROVIDE ADEQUATE FIRE PROTECTION IN ACCORDANCE WITH LOCAL FIRE DEPARTMENT REQUIREMENTS.
   f. DO NOT CLOSE OR OBSTRUCT WALKWAYS, PASSAGEWAYS, OR STAIRWAYS WITHOUT THE AUTHORIZATION OF THE DESIGNER. DO NOT STORE OR PLACE MATERIALS IN PASSAGEWAYS, STAIRS, OR OTHER MEANS OF EGRESS. CONDUCT OPERATIONS WITH MINIMUM TRAFFIC INTERFERENCE.
   g. BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING STRUCTURE OR CONTENTS OF THE INSUFFICIENCY OF PROTECTION PROVIDED.
6. WORKMANSHIP:
   a. DEMOLITION, REMOVAL, AND ALTERATION WORK SHALL BE SHOWN ON THE DRAWINGS. PERFORM SUCH WORK WITH DUE CARE, INCLUDING SHORING, BRACING, AND SO ON. BE RESPONSIBLE FOR ANY DAMAGE THAT MAY BE CAUSED BY SUCH WORK TO ANY PART OR PARTS OF EXISTING STRUCTURES OR ITEMS DESIGNATED FOR REUSE. PERFORM PATCHING, RESTORATION, AND NEW WORK IN ACCORDANCE WITH APPLICABLE TECHNICAL SECTIONS OF THE SPECIFICATIONS.
   b. MATERIALS OR ITEMS DESIGNATED TO BECOME THE PROPERTY OF THE OWNER SHALL BE AS SHOWN ON THE DRAWINGS. REMOVE SUCH ITEMS WITH CARE AND STORE THEM IN A LOCATION AT THE SITE TO BE DESIGNATED BY THE OWNER.
   c. MATERIALS OR ITEMS DESIGNATED TO BE REINSTALLED SHALL BE AS SHOWN ON THE DRAWINGS. REMOVE SUCH ITEMS WITH CARE UNDER THE SUPERVISION OF THE TRADE RESPONSIBLE FOR REINSTALLATION; PROTECT AND STORE UNTIL REQUIRED. REPLACE MATERIAL OR ITEMS DAMAGED IN ITS REMOVAL WITH SIMILAR NEW MATERIAL.
   d. MATERIALS OR ITEMS DEMOLISHED AND NOT DESIGNATED TO BECOME THE PROPERTY OF THE OWNER OR TO BE REINSTALLED SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE OWNER'S PROPERTY.
   e. EXECUTE THE WORK IN A CAREFUL AND ORDERLY MANNER, WITH THE LEAST POSSIBLE DISTURBANCE TO THE PUBLIC AND TO THE OCCUPANTS OF THE BUILDING.
   f. IN GENERAL, DEMOLISH MASONRY IN SMALL SECTIONS. WHERE NECESSARY TO PREVENT COLLAPSE OF ANY CONSTRUCTION, INSTALL TEMPORARY SHORES, STRUTS, OR BRACING.
   g. WHERE ALTERATIONS OCCUR, OR NEW AND OLD WORK JOIN, CUT, REMOVE, PATCH, REPAIR, OR REFINISH THE ADJACENT SURFACES OR SO MUCH THEREOF AS IS REQUIRED BY THE INVOLVED CONDITIONS, AND LEAVE IN AS GOOD A CONDITION AS EXISTED PRIOR TO THE COMMENCING OF THE WORK. THE MATERIALS AND WORKMANSHIP EMPLOYED IN THE ALTERATIONS, UNLESS OTHERWISE SHOWN OR SPECIFIED, SHALL CONFORM TO THAT OF THE ORIGINAL WORK. ALTERATION WORK SHALL BE PERFORMED BY THE VARIOUS RESPECTIVE TRADES THAT NORMALLY PERFORM PARTICULAR ITEMS OF WORK.
   h. FINISH NEW AND ADJACENT EXISTING SURFACES AS SPECIFIED FOR NEW WORK. CLEAN EXISTING SURFACES OF DIRT, GREASE. LOOSE PAINT, AND SO ON, BEFORE REFINISHING.
   i. WHERE EXISTING EQUIPMENT AND/OR FIXTURES ARE INDICATED TO BE REUSED, REPAIR SUCH EQUIPMENT AND/OR FIXTURES AND REFINISH TO PUT IN PERFECT WORKING ORDER. REFINISH AS DIRECTED.
   j. CUT OUT IMBEDDED ANCHORAGE AND ATTACHMENT ITEMS AS REQUIRED TO PROPERLY PROVIDE FOR PATCHING AND REPAIR OF THE RESPECTIVE FINISHES.
   k. CONFINE CUTTING OF EXISTING ROOF AREAS DESIGNATED TO REMAIN TO THE LIMITS REQUIRED FOR THE PROPER INSTALLATION OF THE NEW WORK. CUT AND FOLD BACK EXISTING BUILT-UP ROOFING. CUT AND REMOVE INSULATION AND SO ON. PROVIDE TEMPORARY WEATHERTIGHT PROTECTION AS REQUIRED UNTIL NEW ROOFING AND FLASHING ARE INSTALLED. CONSULT THE OWNER TO ASCERTAIN IF EXISTING GUARANTEE BONDS ARE IN FORCE AND EXECUTE THE WORK SO AS NOT TO INVALIDATE SUCH BONDS. (NOT APPLICABLE IN THIS CONTRACT)
7. CLEANING UP:
   a. REMOVE DEBRIS AS THE WORK PROGRESSES. MAINTAIN PREMISES IN A NEAT AND CLEAN CONDITION.

## DIVISION 6 - ROUGH CARPENTRY

SECTION 610 - CARPENTRY

1. GENERAL CONDITIONS
2. LAYOUT - THE CARPENTER SHALL PROVIDE ALL NECESSARY CARPENTRY LABOR, SHALL LAY OUT AL CARPENTRY WORK AND BE RESPONSIBLE FOR ALL DIMENSIONS. ALL WORK SHALL BE DONE IN SUBSTANTIAL CONFORMITY WITH THE DRAWINGS AND SPECIFICATIONS.
3. FRAMING CARPENTRY - ALL WORK SHALL BE RIGIDLY FRAMED AND CLOSELY FITTED. FRAMING SHALL BE LEVEL, PLUMB AND SQUARE. CARPENTER SHALL VERIFY ACCURACY THROUGHOUT THE FRAMING PROCESS.
4. FRAMING - SHALL BE LAID OUT TO MINIMIZE WASTE; LUMBER SHALL NOT BE SCATTERED ABOUT THE SITE; ABSOLUTELY NO NAILS SHALL BE ALLOWED TO PROTRUDE FROM WASTE LUMBER ON TEMPORARY BRACING NOT IN USE.
5. LAYOUT - EXTERIOR WALLS ARE DIMENSIONED AT 5-1/2 WHICH INCLUDES 2X6 FRAMING. SHEATHING TO OVERLAP BLOCK WITH EXTERIOR FACE OF RIM JOIST AT EXTERIOR FACE OF BLOCK.
6. BACKING - INSTALL BACKING FOR ALL CABINETRY, MILLWORK AND HARDWARE.
7. CLEAN-UP - CARPENTERS SHALL MAINTAIN LUMBER STOCKPILE IN A REASONABLY ORDERLY MANNER AND SHALL BROOM CLEAN JOB ONCE A WEEK.

SECTION 611 - FINISH CARPENTRY

1. GENERAL CONDITIONS
2. FINISH CARPENTRY - ALL WORK SHALL BE FLUSH, PLUMB, AND TIGHTLY FITTED. ALL INSTALLATION OF MILLWORK SHALL BE WITH JOURNEYMAN EXPERIENCED AND SKILLED IN THE TRADE.
3. MATERIAL - CARPENTERS SHALL INSPECT MILLWORK UPON DELIVERY AND NOTIFY OWNER PROMPTLY OF ANY MISSING OR DEFICIENT MATERIAL.
4. CLEAN-UP - CARPENTERS SHALL MAINTAIN MILLWORK STOCKPILE IN A REASONABLY ORDERLY MANNER AND SHALL BROOM CLEAN JOB DURING INSTALLATION. STACK WASTE IN A SINGLE PILE.

SECTION 622 - MILLWORK

1. GENERAL CONDITIONS
2. REFER TO PLANS FOR ITEMS TO BE PROVIDED.
3. SCHEDULE - PROVIDED BY CONTRACTOR, APPROVED BY OWNER.
4. FIELD VERIFICATION - MILLWORK SUPPLIER SHALL VERIFY ALL DIMENSIONS IN THE FIELD PRIOR TO ORDERING AND SHALL CONSULT THE CONTRACTOR AT THE TIME OF MEASUREMENT.
5. INSTALLATION - MILLWORK SHALL BE INSTALLED IN FULL LENGTHS WITH THE FEWEST NUMBER OF SPLICES POSSIBLE.
6. MITERS - ALL JOINTS AND INTERSECTIONS SHALL BE MITERED.
7. BASE - SEE CONSTRUCTION DOCUMENTS FOR DETAILS.
8. CASING - SEE CONSTRUCTION DOCUMENTS FOR DETAILS.
9. SAMPLES - SUBMIT SAMPLES FOR APPROVAL OF ALL MILLWORK ITEMS.
10. SHOP DRAWINGS - PROVIDE COMPLETE SET OF SHOP DRAWINGS FOR ALL MILLWORK ITEMS.
11. FINISH - STAIN AND FINISH BY PAINTING CONTRACTOR. SUBMIT SAMPLES FOR DESIGNER AND OWNER APPROVAL.

SECTION 641 - CABINETRY - BY OWNER

1. GENERAL CONDITIONS
2. SCOPE - THE WORK UNDER THIS SECTION INCLUDES ALL MATERIALS, LABOR, EQUIPMENT AND RELATED ITEMS NECESSARY TO FURNISH ALL CABINETRY ITEMS SHOWN ON THE DRAWINGS AND SPECIFIED HEREIN.
3. FIELD MEASUREMENTS - CABINET MAKER SHALL VERIFY ALL DIMENSIONS IN THE FIELD PRIOR TO PRODUCTION OF SHOP DRAWINGS, FABRICATION OR INSTALLATION.
4. INSTALLATION - CONTRACTOR SHALL INSTALL OR SUPERVISE INSTALLATION OF ALL CABINETRY AND COUNTERTOPS. ALL CABINETRY SHALL BE TRUE AND PLUMB AND SCRIBED TO ADJACENT WALLS. NO FILLER PANELS ALLOWED.
5. COORDINATION - CONTRACTOR SHALL VERIFY SIZE AND LOCATION OF ALL BUILT-IN AUDIO VISUAL EQUIPMENT, MECHANICAL AND ELECTRICAL SYSTEMS, OR APPLIANCES; AND MAKE ALLOWANCE FOR EQUIPMENT SIZE AND WIRING REQUIREMENTS.
6. SHOP DRAWINGS - SUBMIT SHOP DRAWINGS, FULL SIZE SAMPLES OF DOORS, DRAWERS AND PANELS, AND FINISH SAMPLES TO DESIGNER FOR APPROVAL. FINAL ADJUSTMENTS FOR CLEARANCES, EDGE CONDITIONS, AND DESIGN CONTINUITY SHALL BE APPROVED BY THE DESIGNER IN THE SHOP DRAWINGS.
7. COUNTERTOPS - SHALL BE SUPPLIED AND INSTALLED AS NOTED ON THE DRAWINGS.
8. CABINETRY - SHALL BE PREMIUM GRADE AS DEFINED IN THE QUALITY STANDARDS OF THE ARCHITECTURAL WOODWORK INDUSTRY AS PUBLISHED BY THE AMERICAN WOODWORK INSTITUTE. PROFILE SELECTED BY OWNER.

## DIVISION 8 - DOORS, WINDOWS AND GLASS

SECTION 810 - DOORS

1. GENERAL CONDITIONS
2. WOOD STILE AND RAIL DOORS - SHALL MEET THE LATEST EDITION OF THE ARCHITECTURAL WOODWORK INSTITUTE S WOODWORK QUALITY STANDARDS, GUIDE SPECIFICATIONS AND QUALITY CERTIFICATION PROGRAM FOR SECTION 1400 PREMIUM GRADE WOOD STILE AND RAIL DOORS.
3. MATERIAL - MATCH EXISTING IF APPLIES. SUBMIT NEW MATERIAL FOR APPROVAL
4. SCHEDULE - PROVIDE SHOP DRAWINGS AND SCHEDULE.

SECTION 870 - FINISH HARDWARE AND ACCESSORIES

1. GENERAL CONTRACTORS
2. HARDWARE SCHEDULE BY OWNER.
3. SAMPLES - SUBMIT SAMPLES FOR APPROVAL.
4. INSTALLATION - HARDWARE AND ACCESSORIES INSTALLED BY CONTRACTOR.

## DIVISION 9 - FINISHES

SECTION 925 - GYPSUM DRYWALL

1. GENERAL CONDITIONS
2. QUALITY - ALL WORK SHALL BE PERFORMED IN ACCORDANCE TO THE RECOMMENDATIONS SET FORTH IN THE U.S. GYPSUM HANDBOOK.
3. INSTALLATION - ALL GYPSUM DRYWALL SHALL BE TAPED, SANDED COMPLETELY SMOOTH AND PREPARED FOR PAINTING. GYPSUM BOARD SHALL BE SCREWED OR DOUBLE NAILED AT 12" O.C. IN FIELD AND 8" O.C. AT VERTICAL EDGES, WITH METAL CORNER BEAD AT ALL OUTSIDE CORNERS. ALL CORNER BEADS SHALL BE NAILED SECURELY TO STUDS OR FRAMING. SHEETS OF MAXIMUM PRACTICAL LENGTH SHALL BE USED TO MINIMIZED JOINTS IN ROOMS. SMALLER USEABLE PIECES SHALL BE USED IN CLOSETS, ETC. TO MINIMIZE MATERIAL WASTE.
4. DELIVERY - GYPSUM BOARD SUPPLIER SHALL DELIVER MATERIAL INTO HOUSE ON APPROPRIATE FLOOR, PROTECTED FROM MOISTURE AS WELL AS POSSIBLE.
5. WALLS AND 16" O.C. FRAMING - 5/8" GYPSUM DRYWALL. SW BOARD BY U.S. GYPSUM.
6. CEILINGS AND 24" O.C. FRAMING - 5/8" GYPSUM DRYWALL. SW BOARD BY U.S.
7. TUB, SHOWER WALLS AND CEILING - 1/2" DUROCK AS MANUFACTURED BY U.S. GYPSUM - FULL HEIGHT ON WALLS AT TUB AND SHOWER. WATER RESISTANCE GREEN BOARD ON WALLS AND CEILING IN ALL BATHROOMS. OTHER RECOMMENDED MATERIALS MUST BE APPROVED BY DESIGNER.
8. WARRANTY - SHALL WARRANTY WORK FOR 1 YEAR AND SHALL INCLUDE 1 TRIP TO TOUCH UP ANY BLEMISHES OR FLAWS, FOLLOWING PAINTING AND PRIOR TO OCCUPANCY.
9. CLEAN-UP - INSTALLER SHALL REMOVE ALL GYPSUM BOARD SCRAP AND BROOM CLEAN HOUSE AT COMPLETION OF HANGING.

SECTION 928 - GLASS BOARD

1. GENERAL CONDITIONS
2. QUALITY - ALL WORK SHALL BE PERFORMED IN ACCORDANCE TO THE RECOMMENDATIONS SET FORTH IN THE U.S. GYPSUM HANDBOOK.
3. GLASS BOARD - WHITE W/ WHITE CAULK JOINTS

SECTION 951 - ACOUSTICAL PANEL CEILING

1. GENERAL CONDITIONS
2. QUALITY - ALL WORK SHALL BE PERFORMED IN ACCORDANCE TO THE RECOMMENDATIONS SET FORTH IN THE U.S. GYPSUM HANDBOOK.
3. CEILING TILE - SEE A120 FOR SPECIFICATION

SECTION 933-CERAMIC AND QUARRY TILE

1. GENERAL CONDITIONS
2. TILE - SEE SCHEDULE
3. INSTALLATION - TILE SHALL BE INSTALLED, GROUTED, PROTECTED AND CURED IN ACCORDING WITH THE LATEST EDITION OF HANDBOOK FOR CERAMIC TILE INSTALLATION, PUBLISHED BY THE TILE COUNCIL OF AMERICAN TILE. IT SHALL BE LAID SQUARE, LEVEL, WITH ALL JOINTS PARALLEL, TO HAVE MINIMUM PRACTICAL AMOUNT OF JOINTS.
4. GROUT - COLORED HYDROMENT JOINT FILLER MANUFACTURED BY THE UPCO CO. OR EQUAL. COLOR TO BE APPROVED BEFORE INSTALLATION.
5. SAMPLE - SUBMIT TILE SAMPLE FOR APPROVAL.
6. SCHEDULE - BY OWNER.

SECTION 990 - PAINTING AND STAINING

1. GENERAL CONDITIONS
2. INSTALLATION - ALL MATERIAL SHALL BE DELIVERED, STORED, PREPARED AND APPLIED IN ACCORDANCE WITH MANUFACTURER S DIRECTIONS. USE APPLICATORS AND TECHNIQUES BEST SUITED FOR THE MATERIAL AND SURFACES TO WHICH PAINTING AND FINISHING MATERIALS ARE APPLIED.
3. MATERIALS - ALL PAINTING MATERIALS SPECIFIED IN THIS SECTION ARE BY BENJAMIN MOORE, OR APPROVED EQUAL.
4. EXTERIOR STAIN - CABOT STAIN - APPROVED BY OWNER.
5. EXTERIOR GALVANIZED METAL - ONE COAT MOORE IRONCLAD GALVANIZED METAL PRIMER TWO COATS MOORE IMPERVO ENAMEL.
6. EXTERIOR FERROUS METAL - ONE COAT MOORE RETARDO RUST INHIBITIVE PAINT, TWO COATS MOORE IMPERVO ENAMEL.
7. INTERIOR WOOD - STAINED ONE COAT MOORE WIPING STAIN, ONE COAT MOORE SANDING SEALER, 2 COATS MOORE URETHANE VARNISH. FILL NAIL HOLES WITH MATCHING FILLER. SANDPAPER LIGHTLY BETWEEN COATS. FINAL FINISH SMOOTH TO TOUCH.
8. INTERIOR PAINTED WOOD - ONE COAT MOORE LATEX QUICK DRY PRIME SEAL, TWO COATS MOORE REGAL WALL LATEX.
9. INTERIOR GYPSUM WALLBOARD - ONE COAT MOORE LATEX QUICK DRY PRIME SEAL, 2 COATS MOORE REGAL WALL LATEX.
10. SURFACES - ALL EXPOSED SURFACES SHALL BE PAINTED, STAINED OR SEALED.
11. APPROVAL - COLOR SELECTIONS SHALL BE APPROVED BY OWNER PRIOR TO APPLICATION. IF NECESSARY A BRUSH OUT SAMPLE SHALL BE PROVIDED FOR OWNER S REVIEW.
12. APPLICATION - ALL WORK SHALL BE EVENLY AND CAREFULLY APPLIED AND CUT IN AGAINST ADJACENT MATERIALS, FREE OF BRUSH MARKS. CLEAN OFF ANY PAINT ON OTHER SURFACES.
13. SCHEDULE - BY OWNER.

## DIVISION 10 - SPECIALTIES

SECTION 1080 - BATH ACCESSORIES

1. GENERAL CONDITIONS
2. MATERIAL - ACCESSORIES SCHEDULE BY OWNER, INSTALLED BY CONTRACTOR.
3. STAINLESS STEEL - WALL, CORNER GUARDS AND COLUMN COVERS AS NOTED. - SUPPLIED BY OWNER, INSTALLED BY GC.
4. PROVIDED BY OWNER, INSTALED BY CONTRACTOR - PAPER TOWEL DISPENSER TOILET PAPER DISPENSER, ...

## DIVISION 11 - EQUIPMENT

SECTION 1190 - KITCHEN APPLIANCES

1. GENERAL CONDITIONS
2. SCHEDULE EQUIPMENT- BY OWNER
3. INSTALLATION BY GENERAL CONTRACTOR, PROVIDE ALL NECESSARY POWER, CONNECTIONS, AND HOOK-UPS.

## DIVISION 15 - MECHANICAL

**SECTION 1503 - PLUMBING**

1. GENERAL CONDITIONS
2. SCOPE - PLUMBING CONTRACTOR SHALL VISIT THE SITE, REVIEW THE DRAWINGS AND DETERMINE WHAT SYSTEMS MUST BE INSTALLED, PROVIDE ALL LABOR AND MATERIAL AND PERFORM ALL PLUMBING WORK. ALL PLUMBING SHALL BE PROPERLY INSTALLED PER STATE AND LOCAL CODES AND ALL CONNECTIONS THOROUGHLY TESTED. PROPOSAL SHALL BE FOR THE COMPLETE SYSTEM.
3. DRAWINGS - PLUMBING CONTRACTOR SHALL PRIOR TO ANY WORK BEING DONE, PROVIDE DRAWINGS SHOWING LOCATION, TYPE OF EQUIPMENT AND CONTROLS HE WILL BE INSTALLING.
4. WARRANTY - PLUMBING CONTRACTOR SHALL WARRANT THAT THE ENTIRE PLUMBING SYSTEM IS FREE OF LEAKS AND ALL FIXTURES ARE IN PERFECT WORKING ORDER.
5. PERMITS - PLUMBING CONTRACTOR SHALL BE RESPONSIBLE FOR ALL NECESSARY METERS, (INCLUDING GAS PIPING FOR ALL FIREPLACES), TESTS, PERMITS, LICENSES AND INSPECTIONS; SHALL COORDINATE WORK WITH OTHER TRADES. CONTRACTOR SHALL VERIFY LOCATION OF UNDERGROUND UTILITIES BEFORE TRENCHING.
6. CLEAN-UP - THE INSTALLER SHALL REMOVE ALL PLUMBING SCRAP, WIPE CLEAN ALL AREA

THIS STRUCTURE IS REQUIRED TO BE ACCESSIBLE AS SET FORTH IN THE AMERICANS WITH DISABILITIES ACT OF 1994. MAINTAIN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF THE ACT AND ITS ACCESSIBILITY GUIDELINES (A.D.A.), (A.D.A.A.G.).

## SIGNAGE

1. ACCESSIBLE SIGNAGE SHALL COMPLY WITH A.D.A.A.G. SECTION 4.30.
2. LETTERS AND NUMBERS ON SIGNS SHALL HAVE A WIDTH-TO-HEIGHT RATIO BETWEEN 3:5 AND 1:1 AND A STROKE-WIDTH-TO-HEIGHT RATIO BETWEEN 1:5 AND 1:10.
3. CHARACTERS AND NUMBERS ON SIGNS SHALL BE SIZED ACCORDING TO THE VIEWING DISTANCE FROM WHICH THEY ARE TO BE READ. THE MINIMUM HEIGHT IS MEASURED USING AN UPPER CASE X. LOWER CASE CHARACTERS ARE PERMITTED. SIGNS INSTALLED OVER 80" ABOVE FINISHED FLOOR SHALL HAVE A MINIMUM CHARACTER HEIGHT OF 3".
4. LETTERS AND NUMERALS SHALL BE RAISED 1/32" MINIMUM, UPPER CASE, SANS SERIF OR SIMPLE SERIF TYPE AND SHALL BE ACCOMPANIED WITH GRADE 2 BRAILLE. RAISED CHARACTERS SHALL BE AT LEAST 5/8" HIGH, BUT NO HIGHER THAN 2". PICTOGRAMS SHALL BE ACCOMPANIED BY THE EQUIVALENT VERBAL DESCRIPTION PLACED DIRECTLY BELOW THE PICTOGRAM. THE BORDER DIMENSION OF THE PICTOGRAM SHALL BE 6" MINIMUM IN HEIGHT.
5. THE CHARACTERS AND BACKGROUND OF SIGNS SHALL BE EGGSHELL, MATTE, OR OTHER NON-GLARE FINISH. CHARACTERS AND SYMBOLS SHALL CONTRAST WITH THEIR BACKGROUND – EITHER LIGHT CHARACTERS ON A DARK BACKGROUND OR DARK CHARACTERS ON A LIGHT BACKGROUND.
6. WHERE PERMANENT IDENTIFICATION IS PROVIDED FOR ROOMS AND SPACES, SIGNS SHALL BE INSTALLED ON THE WALL ADJACENT TO THE LATCH SIDE OF THE DOOR, INCLUDING AT DOUBLE-LEAF DOORS. SIGNS SHALL BE PLACED ON THE NEAREST ADJACENT WALL. MOUNTING HEIGHT SHALL BE 60" ABOVE THE FINISH FLOOR TO THE CENTERLINE OF THE SIGN. MOUNTING LOCATION FOR SUCH SIGNAGE SHALL BE SO THAT A PERSON MAY APPROACH WITHIN 3" OF SIGNAGE WITHOUT ENCOUNTERING PROTRUDING OBJECTS OR STANDING WITHIN THE SWING OF A DOOR.



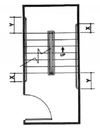
DISPLAY CONDITIONS - INTERNATIONAL SYMBOL OF ACCESSIBILITY



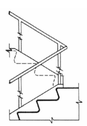
INTERNATIONAL SYMBOL OF ACCESSIBILITY

## STAIRS

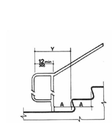
1. ACCESSIBLE STAIRS SHALL COMPLY WITH A.D.A.A.G. SECTION 4.9.
2. ACCESSIBLE STAIRS SHALL HAVE UNIFORM RISER HEIGHTS AND UNIFORM TREAD WIDTHS ALONG EACH RUN.
3. THE CLEAR SPACE BETWEEN HANDRAILS AND WALL SHALL BE 1-1/2". GRIPPING SURFACES SHALL BE UNINTERRUPTED BY NEWEL POSTS, OTHER CONSTRUCTION ELEMENTS, OR OBSTRUCTIONS. TOP OF HANDRAIL GRIPPING SURFACE SHALL BE INSTALLED BETWEEN 34 IN AND 38 IN ABOVE STAIR NOSINGS.



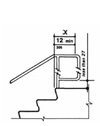
PLAN



ELEVATION OF CENTER HANDRAIL



EXTENSION AT BOTTOM OF RUN



EXTENSION AT TOP OF RUN

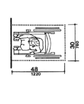
NOTE: X IS THE MINIMUM HANDRAIL EXTENSION REQUIRED AT EACH TOP RISER - Y IS THE MINIMUM HANDRAIL EXTENSION OF 12 IN PLUS THE WIDTH OF ONE TREAD THAT IS REQUIRED AT EACH BOTTOM RISER

## CONTROLS/OPERATING MECHANISMS

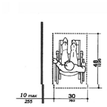
1. CONTROLS AND OPERATING MECHANISMS SHALL COMPLY WITH A.D.A.A.G. SECTION 4.27.
2. ALL CONTROLS & OPERATING MECHANISMS WHICH ARE INTENED FOR NORMAL USE BY BUILDING OCCUPANTS SHALL BE PROVIDED WITH A.D.A.A.G.-COMPLIANT CLEAR FLOOR SPACES & SHALL BE PLACED WITHIN 1" OF THE REQUIRED FORWARD OR SIDE APPROACH REACH RANGES (48" A.F.F. = FORWARD - 54" A.F.F. = SIDE APPROACH).



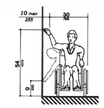
HIGH FORWARD REACH LIMIT



FORWARD REACH



CLEAR FLOOR SPACE - PARALLEL APPROACH

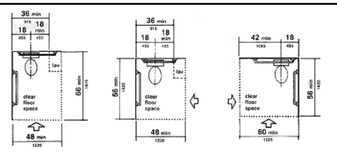


HIGH AND LOW SIDE REACH LIMITS

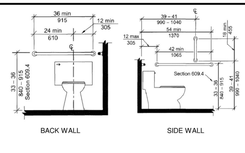
SIDE REACH

## RESTROOMS

1. ELEMENTS OF ACCESSIBLE RESTROOMS SHALL COMPLY WITH A.D.A.A.G. SECTIONS 4.15, 4.16, 4.17, 4.18, 4.19, AND 4.22.
2. ACCESSIBLE URINALS SHALL BE STALL-TYPE OR WALL-HUNG WITH AN ELONGATED RIM AT A MAXIMUM OF 17" ABOVE FINISH FLOOR.
URINALS SHALL HAVE
A 30" X 48" CLEAR FLOOR SPACE TO ALLOW A FRONT APPROACH AND THE FLUSH CONTROLS SHALL BE HAND-OPERATED WITH THE CONTROLS INSTALLED NO
HIGHER THAN 44" ABOVE FINISH FLOOR.
3. HOT WATER AND DRAIN PIPES UNDER LAVATORIES SHALL BE INSULATED OR OTHERWISE CONFIGURED TO PROTECT AGAINST CONTACT.
THERE SHALL BE
NO SHARP OR ABRASIVE SURFACES UNDER LAVATORIES.
4. EXAMPLES OF ACCESSIBLE FAUCETS INCLUDE: LEVER-OPERATED, PUSH-TYPE, AND ELECTRONICALLY CONTROLLED. IF SELF-CLOSING VALVES ARE USED
THE FAUCET SHALL REMAIN OPEN FOR AT LEAST 10 SECONDS.
5. THE DIAMETER OR WIDTH OF THE GRIPPING SURFACES OF A GRAB BAR SHALL BE 1-1/4 IN TO 1-1/2 IN, OR THE SHAPE TO PROVIDE AN EQUIVALENT
GRIPPING SURFACE. THE SPACE BETWEEN THE WALL AND THE GRAB BAR SHALL BE 1-1/2". THE GRAB BAR ASSEMBLY SHALL BE CAPABLE OF WITHSTANDING BENDING STRESSES, SHEAR STRESSES, SHEAR FORCES, AND TENSILE FORCES OF UP TO 250 LBF. GRAB BARS SHALL NOT ROTATE WITHIN THEIR FITTINGS.
6. MOUNTING HEIGHTS TO OPERATING CONTROLS FOR RESTROOM ACCESSORIES NOT SPECIFICALLY CALL OUT IN THE A.D.A.A.G. SHALL COMPLY WITH THE REACH RANGES SPECIFIED IN A.D.A.A.G. SECTION 4.2.5..



CLEAR FLOOR SPACE AT WATER CLOSETS



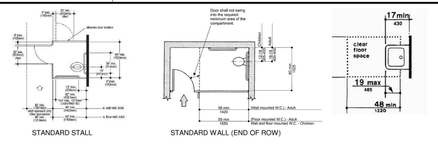
GRAB BARS AT WATER CLOSETS



BACK WALL



SIDE WALL

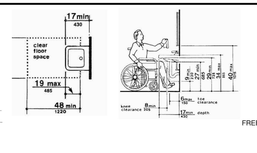


TOILET STALLS

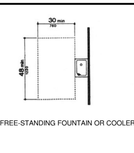
STANDARD STALL



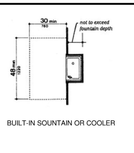
STANDARD WALL (END OF ROW)



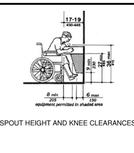
DRINKING FOUNTAINS AND WATER COOLERS



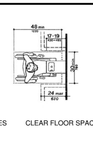
FREE-STANDING FOUNTAIN OR COOLER



BUILT-IN SOUNTAIN OR COOLER



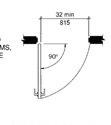
SPOUT HEIGHT AND KNEE CLEARANCES



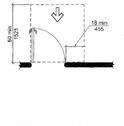
CLEAR FLOOR SPACE

## DOORS

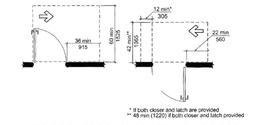
1. ACCESSIBLE DOORS SHALL COMPLY WITH A.D.A.A.G. SECTION 4.13.
2. THRESHOLD AT DOORWAYS SHALL NOT EXCEED 3/4" IN HEIGHT FOR EXTERIOR SLIDING DOORS OR 1/2" IN HEIGHT FOR OTHER TYPES OF DOORS. RAISED THRESHOLDS AND FLOOR LEVEL CHANGES AT DOORWAYS SHALL BE BEVELED WITH A SLOPE NO GREATER THAN 1:2.
3. HANDLES, PULLS, LATCHES, LOCKS, AND OTHER OPERATING DEVICES ON ACCESSIBLE DOORS SHALL HAVE A SHAPE THAT IS EASY TO GRASP WITH ONE HAND AND DOES NOT REQUIRE TIGHT GRASPING, TIGHT PINCHING, OR TWISTING OF THE WRIST TO OPERATE. LEVER-OPERATED MECHANISMS, PUSH-TYPE MECHANISMS, AND U-SHAPED HANDLES ARE ACCEPTABLE DESIGNS. HARDWARE REQUIRED FOR ACCESSIBLE DOOR PASSAGE SHALL BE MOUNTED NO HIGHER THAN 48" ABOVE FINISHED FLOOR.
4. IF A DOOR HAS A CLOSER, THEN THE SWEEP PERIOD OF THE CLOSER SHALL BE ADJUSTED SO THAT FROM A OPEN POSITION OF 70°, THE DOOR WILL TAKE AT LEAST 3 SECONDS TO MOVE TO A POINT 3" FROM THE LATCH, MEASURED TO THE LEADING EDGE OF THE DOOR.
5. ACCESSIBLE DOORS THAT ARE NOT FIRE DOORS OR EXTERIOR HINGED DOORS SHALL HAVE A MAXIMUM FORCE FOR PUSHING OR PULLING THE DOOR OPEN OF 5 LBF. THIS FORCE DOES NOT APPLY TO THE FORCE REQUIRED TO RETRACT LATCH BOLTS OR DISENGAGE OTHER DEVICES THAT MAY HOLD THE DOOR IN A CLOSED POSITION.



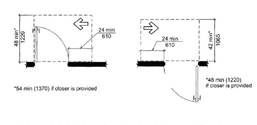
CLEAR DOORWAY WIDTH



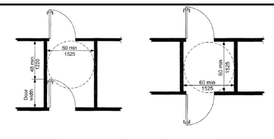
FRONT APPROACHES - SWINGING DOORS



HINGE SIDE APPROACHES - SWINGING DOORS



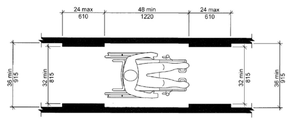
LATCH SIDE APPROACHES - SWINGING DOORS



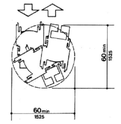
TWO DOORS HINGED IN SERIES

## PATH OF TRAVEL

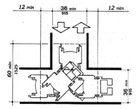
1. ALL WALKS, HALLS, CORRIDORS, AISLES, SKYWALKS, TUNNELS, AND OTHER SPACES THAT ARE PART OF AN ACCESSIBLE ROUTE SHALL COMPLY WITH A.D.A.A.G.
2. AT LEAST ONE ACCESSIBLE ROUTE SHALL CONNECT ACCESSIBLE BUILDING OR FACILITY ENTRANCES WITH ALL ACCESSIBLE SPACES AND ELEMENTS.
3. AN ACCESSIBLE ROUTE WITH A RUNNING SLOPE GREATER THAN 1:20 IS A RAMP AND SHALL COMPLY WITH 4.8. NOWHERE SHALL THE CROSS SLOPE OF AN ACCESSIBLE ROUTE EXCEED 1:50.



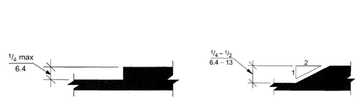
MINIMUM CLEAR WIDTH FOR SINGLE WHEELCHAIR



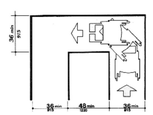
60-IN DIAMETER SPACE



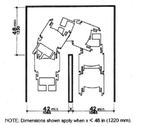
T-SHAPED SPACE FOR 180° TURNS



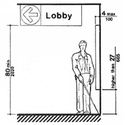
CHANGES IN LEVEL



MINIMUM CLEAR WIDTH 90° TURN



TURN AROUND AN OBSTRUCTION



WALKING PARALLEL TO A WALL

# ADDITIONAL ACCESSIBILITY COMPONENTS

IN ADDITION TO ALL A.D.A./A.D.A.A.G. REQUIREMENTS, THIS FACILITY SHALL MEET THE REQUIREMENTS OF THE LOCAL JURISDICTION FOR ACCESSIBILITY AS LISTED BELOW.

* WHERE INFORMATION LISTED/SHOWN IN THIS SECTION CONFLICTS WITH THE A.D.A.A.G. INTERIOR ACCESSIBILITY COMPONENTS, THE MORE RESTRICTIVE OF THE TWO REQUIREMENTS SHALL BE FOLLOWED

1.) THESE PLANS REFLECT INFORMATION CONTAINED IN THE FEDERAL AMERICANS WITH DISABILITIES ACT OF 1990, PUBLIC LAW 101-28CFR, PART 36. COMPLIANCE WITH ALL ASPECTS OF THIS LAW IS THE RESPONSIBILITY OF THE OWNER. MEETING LOCAL CODE REQUIREMENTS DOES NOT ASSUME COMPLIANCE.
2.) THE PRIMARY ENTRANCE TO A BUILDING SHALL BE ACCESSIBLE TO THE HANDICAPPED. ALL OTHER ENTRANCES TO A BUILDING WHICH ARE LOCATED WITHIN SIX-INCHES OF ADJOINING GROUND ARE ALSO REQUIRED TO BE ACCESSIBLE. ACCESSIBLE MEANS OF EGRESS SHALL BE PROVIDED IN THE SAME NUMBER AS REQUIRED FOR EXITS. AS REQUIRED BY SECTION 812, AN ACCESSIBLE ROUTE OF TRAVEL
SHALL BE PROVIDED TO ALL PORTIONS OF A BUILDING.
3.) DOORWAY THRESHOLDS SHALL BE NO HIGHER THAN ONE-HALF-INCH ABOVE ADJOINING FLOOR. THE EDGES OF THE THRESHOLD SHALL BE BEVELED WITH A SLOPE NO GREATER THAN ONE IN TWO, IF THICKER THAN ONE-QUARTER-INCH.
4.) DOOR HARDWARE SHALL BE OPERABLE WITH A SINGLE EFFORT BY LEVER-TYPE HARDWARE, PANIC BARS, PUSH-PULL ACTIVATING BARS, OR OTHER HARDWARE DESIGNED TO PROVIDE PASSAGE WITHOUT REQUIRING THE ABILITY TO GRASP THE OPENING HARDWARE. ACCESSIBLE DOOR HARDWARE SHALL BE MOUNTED BETWEEN THIRTY AND FOURTY-FOUR-INCHES ABOVE THE FLOOR. PANIC HARDWARE
UNLATCHING FORCE SHALL NOT EXCEED EIGHT AND ONE-HALF POUNDS IN THE DIRECTION OF TRAVEL.
5.) THE LOWER TEN-INCHES OF DOORS ARE TO BE A SMOOTH, PLAIN SURFACE (NO RECESS OR TRAP IS ALLOWED, EXCEPT AT SLIDING AND AUTOMATIC DOORS).
6.) ACCESSIBLE BUILDING ENTRANCE ARE TO BE IDENTIFIED BY THE INTERNATIONAL SYMBOL OF ACCESSIBILITY. THE SYMBOL SHALL BE A WHITE FIGURE ON A BLUE BACKGROUND.
7.) RECESSED DOORWAYS (WHERE PROVIDED) SHALL BE ANCHORED.
8.) ALL FLOOR-LEVEL SIGNS AND MARKERS SHALL BE INSTALLED IN A MANNER AS TO NOT INTERFERE WITH WHEELCHAIR FOOTRESTS.
9.) A FORTY-EIGHT-INCH LONG CLEAR SPACE IS REQUIRED IN FRONT OF AN ACCESSIBLE WATER CLOSET. A SIXTY-INCH CLEAR SPACE IS REQUIRED FOR THE WIDTH OF AN ACCESSIBLE WATER CLOSET. GRAB BARS MAY ENCROACH NO MORE THAN THREE-INCHES INTO THESE SPACES.
10.) DOORS TO ACCESSIBLE WATER CLOSET STALLS SHALL HAVE AN AUTO-CLOSING DEVICE AND SHALL PROVIDE A THIRTY-TWO-INCH MINIMUM CLEAR WIDTH FOR FRONT ENTRY (THIRTY-FOUR-INCHES CLEAR AT SIDE ENTRIES).
11.) A FORTY-TWO-INCH LONG GRAB BAR AT THE SIDE OF THE WATER CLOSET AND A THIRTY-SIX-INCH LONG GRAB BAR BEHIND THE WATER CLOSET ARE REQUIRED. THE GRAB BARS SHALL BE MOUNTED BETWEEN THIRTY-THREE AND THIRTY-SIX INCHES ABOVE THE FLOOR.
12.) GRAB BARS SHALL BE ONE-AND-ONE-HALF-INCHES IN DIAMETER WITH ONE-AND-ONE-HALF-INCHES OF CLEARANCE BETWEEN THE BAR AND WALL. THE GRAB BARS SHALL HAVE ONE-EIGHTH DIAMETER (MINIMUM) RADI ON ALL EDGES AND SHALL BE NON-ABRASIVE. THE GRAB BARS SHALL BE CAPABLE OF SUPPORTING UP TO TWO HUNDRED FIFTY POUNDS PER FOOT IN BENDING, SHEAR, OR TENSION.
13.) THE FORCE REQUIRED TO ACTIVATE THE FLUSH VALVE OF A WATER CLOSET OR URINAL SHALL BE FIVE POUNDS (MAXIMUM). WATER CLOSET AND URINAL FLUSH VALVES SHALL BE LOCATED NO MORE THAN FORTY-FOUR-INCHES ABOVE THE FLOOR.
14.) IF EMERGENCY WARNING SYSTEMS ARE REQUIRED, THEY SHALL ACTIVATE A MEANS OF WARNING FOR THE HEARING IMPAIRED. FLASHING VISUAL WARNINGS SHALL HAVE A FREQUENCY OF NOT MORE THAN SIXTY FLASHES PER MINUTE.
15.) APPROVED TACTILE SIGNAGE SHALL BE MOUNTED ADJACENT TO THE LATCH SIDE OF DOORWAYS, SIXTY-INCHES ABOVE THE FLOOR, AND SHALL BEAR APPROVED ACCESSIBILITY SYMBOLS AND BRAILLE LETTERING.
16.) ADDITIONAL BARRIER-FREE STANDARDS REQUIREMENTS MAY BE DETAILED ELSEWHERE IN THE CONTRACT DOCUMENTS.

COPYRIGHT 2023

JIM MACKEY ARCHITECT
1723 LAFOND AVENUE
SAINT PAUL , MN 55104
PHONE/FAX 651-644-0869
E-MAIL jim.mack@q.com

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

JAMES A. MACKEY
DATE_____ LIC.NO._23018_____

RAYS DESIGNS
MINNEAPOLIS, MN
tel: 612.470.2789
email: priyanka@rays-designs.com
www.rays-designs.com

TERMS:
CONTRACTOR TO VERIFY ALL DIMENSIONS, AS BUILT CONDITIONS (IF APPLY) AND SITE CONDITIONS, BEFORE ORDERING MATERIAL OR DEMOLISHING EXISTING STRUCTURES. CONTRACTOR AND ALL SUBS MUST REPORT ANY DISCREPANCIES TO DESIGNER IMMEDIATLY. AS BUILT AND SITE CONDITIONS OFTEN HAVE UNIQUE CONDITIONS THAT CANNOT BE PREDICTED OR FORSEEN AT DESIGN COMPLETION. CONTRACTOR, SUBS AND DESIGNER WILL WORK TOGETHER TO REACH A SOLUTION IF ANY SITUATION MAY ARISE.

JAMBO AFRICA RESTAURANT & BAR

REMODEL

5927 John Martin Dr, Brooklyn Center, MN 55430

CONSTRUCTION DOCUMENTS

**Revision Schedule**

| No. | Description | Date |
|---|---|---|
| | | |

ADAAG

| | |
|---|---|
| Project number | 23710 |
| Date | 08-17-2023 |
| Drawn by | PRS |
| Checked by | JM |

A8-102

C:\Users\pixxx\OneDrive - Rays Designs\Shared PUBLIC\Projects\Project_2023\23710 - RSD - 5927 John Martin Dr, Brooklyn center, MN 55430_Simone\05 - Revit\5927 John Martin Dr - CD -Revision 2_ 08-14-2023.rvt
8/17/2023 1:30:42 PM



1 A9-101 3D VIEW 1



2 A9-101 3D VIEW 2


JIM MACKEY ARCHITECT

1723 LAFOND AVENUE
SAINT PAUL , MN 55104
PHONE/FAX 651-644-0869
E-MAIL jim.mack@q.com


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

JAMES A. MACKEY
DATE_____ LIC.NO._23018_____


RAYS DESIGNS
MINNEAPOLIS, MN
tel: 612.470.2789
email: priyanka@rays-designs.com
www.rays-designs.com


TERMS:

CONTRACTOR TO VERIFY ALL DIMENSIONS, AS BUILT CONDITIONS (IF APPLY) AND SITE CONDITIONS, BEFORE ORDERING MATERIAL OR DEMOLISHING EXISTING STRUCTURES. CONTRACTOR AND ALL SUBS MUST REPORT ANY DISCREPANCIES TO DESIGNER IMMEDIATLY. AS BUILT AND SITE CONDITIONS OFTEN HAVE UNIQUE CONDITIONS THAT CANNOT BE PREDICTED OR FORSEEN AT DESIGN COMPLETION. CONTRACTOR, SUBS AND DESIGNER WILL WORK TOGETHER TO REACH A SOLUTION IF ANY SITUATION MAY ARISE.

# JAMBO AFRICA RESTAURANT & BAR

## REMODEL

5927 John Martin Dr, Brooklyn Center, MN 55430

## CONSTRUCTION DOCUMENTS

**Revision Schedule**

| No. | Description | Date |
|---|---|---|
| | | |

## 3D VIEWS

| | |
|---|---|
| Project number | 23710 |
| Date | 08-17-2023 |
| Drawn by | SS |
| Checked by | PRS |

# A9-101


COPYRIGHT 2023


C:\Users\pixox\OneDrive - Rays Designs\Shared PUBLIC\Projects\Project_2023\23710 - RSD - 5927 John Martin Dr, Brooklyn center, MN 55430_SimoneV05 - Revit\5927 John Martin Dr - CD -Revision 2_ 08-14-2023.rvt

8/17/2023 1:30:44 PM



2 A9-102 3D VIEW 4



1 A9-102 3D VIEW 3


JIM MACKEY ARCHITECT

1723 LAFOND AVENUE
SAINT PAUL , MN 55104
PHONE/FAX 651-644-0869
E-MAIL jim.mack@q.com


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

JAMES A. MACKEY
DATE_____ LIC.NO._23018_____


RAYS DESIGNS
MINNEAPOLIS, MN
tel: 612.470.2789
email: priyanka@rays-designs.com
www.rays-designs.com


TERMS:

CONTRACTOR TO VERIFY ALL DIMENSIONS, AS BUILT CONDITIONS (IF APPLY) AND SITE CONDITIONS, BEFORE ORDERING MATERIAL OR DEMOLISHING EXISTING STRUCTURES. CONTRACTOR AND ALL SUBS MUST REPORT ANY DISCREPANCIES TO DESIGNER IMMEDIATLY. AS BUILT AND SITE CONDITIONS OFTEN HAVE UNIQUE CONDITIONS THAT CANNOT BE PREDICTED OR FORSEEN AT DESIGN COMPLETION. CONTRACTOR, SUBS AND DESIGNER WILL WORK TOGETHER TO REACH A SOLUTION IF ANY SITUATION MAY ARISE.

# JAMBO AFRICA RESTAURANT & BAR

## REMODEL

5927 John Martin Dr, Brooklyn Center, MN 55430

## CONSTRUCTION DOCUMENTS

**Revision Schedule**

| No. | Description | Date |
|---|---|---|
| | | |

## 3D VIEWS

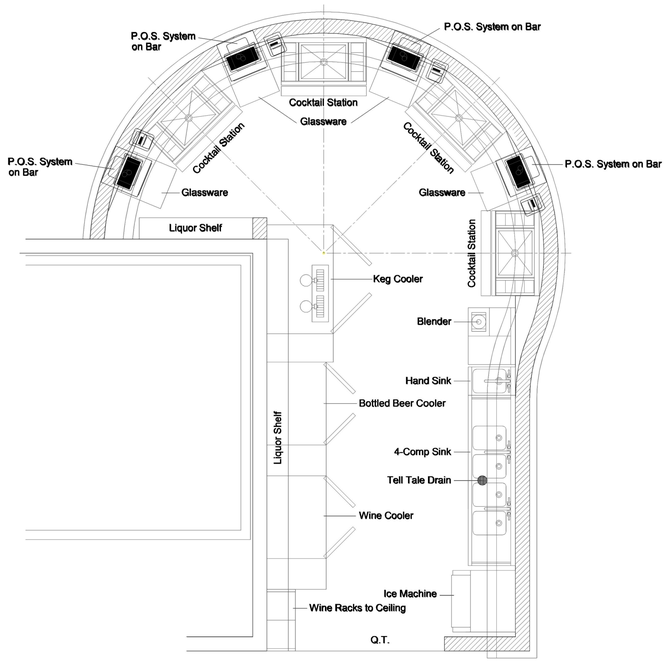
| | |
|---|---|
| Project number | 23710 |
| Date | 08-17-2023 |
| Drawn by | SS |
| Checked by | PRS |

# A9-102


COPYRIGHT 2023


C:\Users\pixox\OneDrive - Rays Designs\Shared PUBLIC\Projects\Project_2023\23710 - RSD - 5927 John Martin Dr, Brooklyn center, MN 55430_Simone\05 - Revit\5927 John Martin Dr - CD -Revision 2_ 08-14-2023.rvt

8/17/2023 1:30:46 PM




SCALE: 1/2" = 1'-0"

0 1 3 6 10'

0 1 2 3m

N

1 E1-100 EQUIPMENT PLAN

JIM MACKEY ARCHITECT

1723 LAFOND AVENUE
SAINT PAUL , MN 55104
PHONE/FAX 651-644-0869
E-MAIL jim.mack@q.com

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

JAMES A. MACKEY
DATE_____ LIC.NO. 23018

DISEÑOS
2335 RHODE ISLAND AVE S
ST LOUIS PARK , MN 55426
DISENOS@PARKMaster.com
T 612 . 309 . 1234

TERMS:

CONTRACTOR TO VERIFY ALL DIMENSIONS, AS BUILT CONDITIONS (IF APPLY) AND SITE CONDITIONS, BEFORE ORDERING MATERIAL OR DEMOLISHING EXISTING STRUCTURES. CONTRACTOR AND ALL SUBS MUST REPORT ANY DISCREPANCIES TO DESIGNER IMMEDIATLY. AS BUILT AND SITE CONDITIONS OFTEN HAVE UNIQUE CONDITIONS THAT CANNOT BE PREDICTED OR FORSEEN AT DESIGN COMPLETION. CONTRACTOR, SUBS AND DESIGNER WILL WORK TOGETHER TO REACH A SOLUTION IF ANY SITUATION MAY ARISE.

# JAMBO AFRICA RESTAURANT & BAR

## REMODEL

5927 John Martin Dr, Brooklyn Center, MN 55430

## CONSTRUCTION DOCUMENTS

**Revision Schedule**

| No. | Description | Date |
|---|---|---|

## EQUIPMENT PLAN

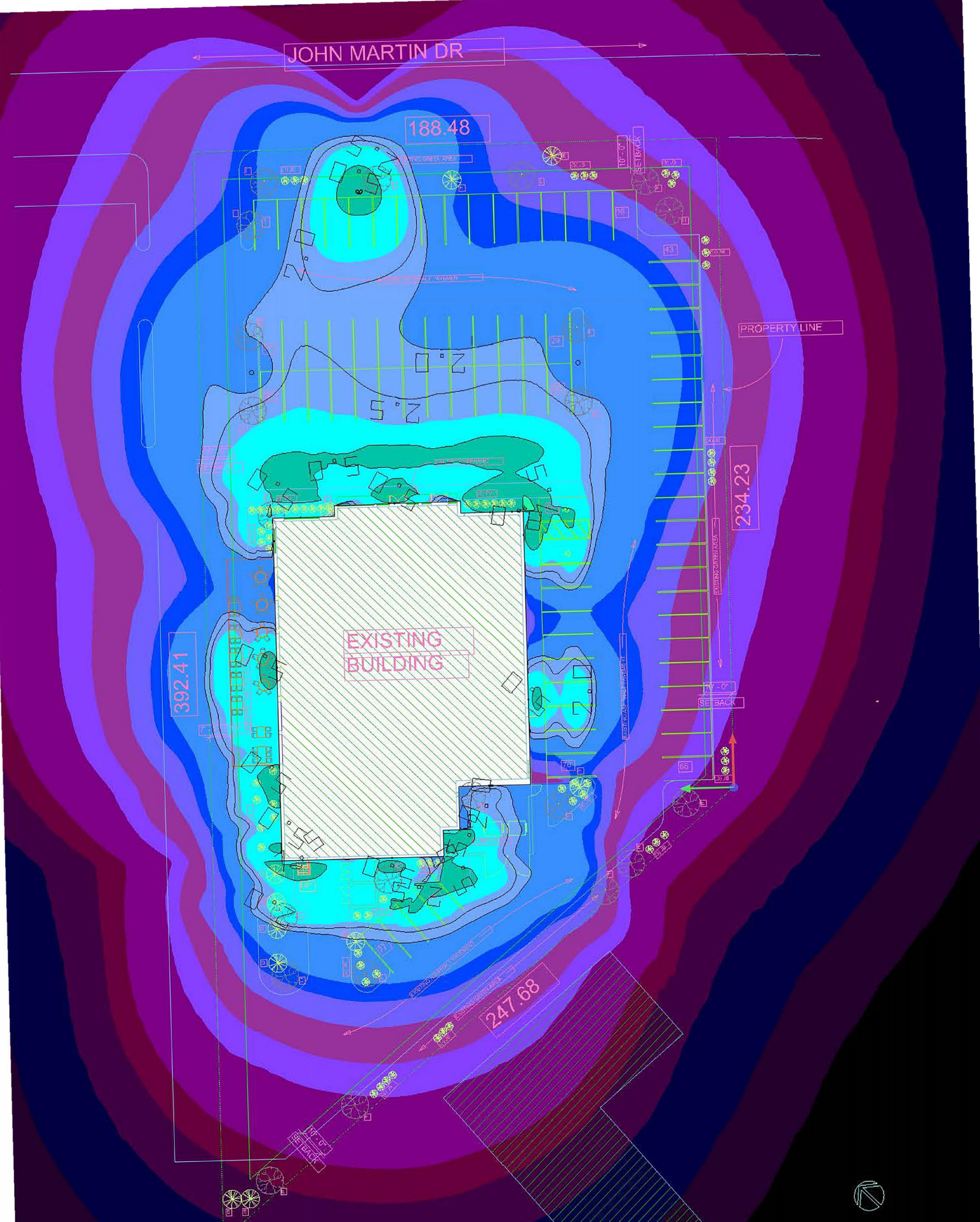
| | |
|---|---|
| Project number | 23710 |
| Date | 08-17-2023 |
| Drawn by | PRS |
| Checked by | JM |

# E1-100

COPYRIGHT 2023

C:\Users\pixox\OneDrive - Rays Designs\Shared PUBLIC\Projects\Project_2023\23710 - RSD - 5927 John Martin Dr, Brooklyn center, MN 55430_Simone\05 - Revit\5927 John Martin Dr - CD -Revision 2_ 08-14-2023.rvt

8/17/2023 1:30:47 PM


JOHN MARTIN DR
188.48
PROPERTY LINE
234.23
EXISTING BUILDING
392.41
247.68
SETBACK
SETBACK
SETBACK
2.0
2.5

| Catalog Number | |
|---|---|
| Notes | |
| Type | |





Contractor Select™

# TWR LED

## LED Wall Pack
## Adjustable+Switchable+Photocell

The Lithonia Lighting® TWR wall packs combine the power of the latest generation of LEDs in a popular and classic day-form to provide exceptional energy savings. These wall packs give ultimate versatility to both the distributor and contractor by offering 18 configurations in one product with their standard Adjustable Lumen Output (ALO), Switchable color temperature (SWW2), and adjustable photocell (PE) features.

### FEATURES:

- Two sizes deliver from 2,300 lumens up to 16,100 lumens, replacing 70W to 400W HID luminaires
- Energy savings of up to 86% when replacing HID wall packs with less than two year paybacks
- Three power levels of adjustable lumen output. Switchable CCT(3000K/4000K/5000K) offers warm, cool and daylight in a single fixture
- Standard photocell can be turned on or off
- IP65 rated, Die-cast aluminum housing and borosilicate glass lens
- Up to 155 LPW

Adjustable Lumen Output ALO

Switchable CCT SWW2

Dusk-to-Dawn Operation PE

DLC LISTED PREMIUM · DLC LISTED · 5 YEAR warranty · 65 IP RATED · UL CERTIFIED · WET LOCATION™ · LED

| Catalog Number | Adjustable Lumen Output ALO | | | Switchable CCT SWW2 | Dusk-to-Dawn Operation PE | Input Voltage | CRI |
|---|---|---|---|---|---|---|---|
| TWR1 LED ALO SWW2 UVOLT PE DDBTXD | 2,300 Lumens | 5,300 Lumens | 8,500 Lumens* | Switchable 3000K, 4000K*, 5000K | Included Standard, Selectable On*/Off | 120-347V | 80CRI |
| TWR2 LED ALO SWW2 UVOLT PE DDBTXD | 8,200 Lumens | 12,100 Lumens | 16,100 Lumens* | | | | |

* - Default out of the box settings

### Made To Order Options

| Ci Code | Input Voltage | Catalog Number | UPC | Number of fixtures per pallet | Traditional Replacement |
|---|---|---|---|---|---|
| *280GX1 | 120-277V | TWR1 LED ALO SWW2 MVOLT PE E7WC DDBTXD | 00196183389954 | 60 | 70W - 250W HID |
| *2822T3 | 480V | TWR2 LED ALO SWW2 480 DDBTXD | 00196183765819 | 32 | 250W - 400W HID |

* Note: Made to order options are available with normal lead time

### TWR LED Stock Configuations

| Catalog Number | UPC | Ci Code | Number of fixtures per pallet | Traditional Replacement |
|---|---|---|---|---|
| TWR1 LED ALO SWW2 UVOLT PE DDBTXD | 00196183389947 | *280GWW | 50 | 70W - 250W HID |
| TWR2 LED ALO SWW2 UVOLT PE DDBTXD | 00196183390028 | *280GX5 | 40 | 250W - 400W HID |



# Radean Arm Mount
## LED Area Luminaire

Catalog Number

Notes

Type

*Hit the Tab key or mouse over the page to see all interactive elements.*

## Specifications

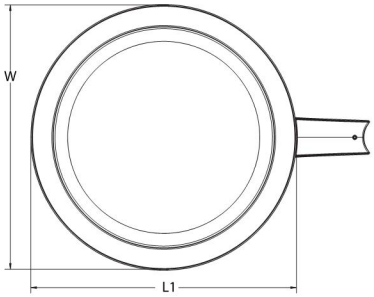
**EPA:** 0.75 ft² (0.05 m²)

**Length:**
**L1** 24" (61cm)
**L2** 30" (60.96 cm)

**Width:** 24" (61cm)

**Height:** 4" (10.2cm)

**Weight (max):** 29lbs (13.15Kg)







## Introduction

The RADEAN arm mount luminaire is the perfect choice for pedestrian applications where daytime aesthetics and visual comfort are needed. Adding architectural flair to any space, the RADEAN's low-profile shape and smooth curves blend in while adding a touch of elegance.

Perfect for campuses, parks, pedestrian malls, courtyards and pathways, the RADEAN arm mount is the Architect's choice to provide beautiful aesthetics both day and night.

## Ordering Information

**EXAMPLE:** RAD1 LED P3 30K SYM MVOLT RPA PE DNAXD

**RAD1 LED**

| Series | Performance package | Color temperature | Distribution | Voltage | Mounting |
|---|---|---|---|---|---|
| RAD1 LED | P1 3,000 Lumens<br>P2 5,000 Lumens<br>P3 7,000 Lumens<br>P4 11,000 Lumens<br>P5 16,000 Lumens | 27K 2700K<br>30K 3000K<br>35K 3500K<br>40K 4000K<br>50K 5000K | SYM Symmetric type V<br>ASY Asymmetric type IV<br>PATH Pathway type III | MVOLT [2] 277 [2]<br>120 [2] 347<br>208 [2] 480<br>240 [2] | SPA Square pole mounting (includes adapter)<br>RPA Round pole mounting<br>WBA Wall bracket |

| Control options | Other options | Finish *(required)* |
|---|---|---|
| **Shipped installed**<br>NLTAIR2 nLight AIR 2.0 enabled [3]<br>PE Button photocell [3]<br>FAO Field adjustable output [3] | SF Single Fuse [2]<br>DF Double Fuse [2]<br>L90 Left rotated optics<br>R90 Right rotated optics<br>**Shipped separately**<br>HS Houseside shield [4] | DDBXD Dark bronze<br>DBLXD Black<br>DNAXD Natural aluminum<br>DWHXD White<br>DDBTXD Textured dark bronze<br>DBLBXD Textured black<br>DNATXD Textured natural aluminum<br>DWHGXD Textured white |

## Accessories

*Ordered and shipped separately.*

RADHS Houseside shield (shield is white)
RADCS Decorative clamshell base for 4" RSS pole (specify finish)
RADFBC Full base cover for 4" RSS pole (specify finish)

*For more control options, visit DTL and ROAM online.*

**NOTES**

1. 2700K and 3500K may require extended lead-times.
2. MVOLT driver operates on any line voltage from 120-277V (50/60 Hz). Single fuse (SF) requires 120, 277 or 347 voltage option. Double fuse (DF) requires 208, 240 or 480 voltage option.
3. NLTAIR2 not available with PE or FAO. Must link to external nLight Air network. Does not include occupancy sensor. For more information refer to rSBOR pole mount sensor.
4. Also available as a separate accessory; see Accessories information. Shield is field rotatable in 45° increments.


© 2011-2023 Acuity Brands Lighting, Inc. All rights reserved.



# Radean Post Top
## LED Area Luminaire

Catalog Number

Notes

Type

*Hit the Tab key or mouse over the page to see all interactive elements.*

## Specifications

**EPA:** 1.02 ft² (0.105 m²)

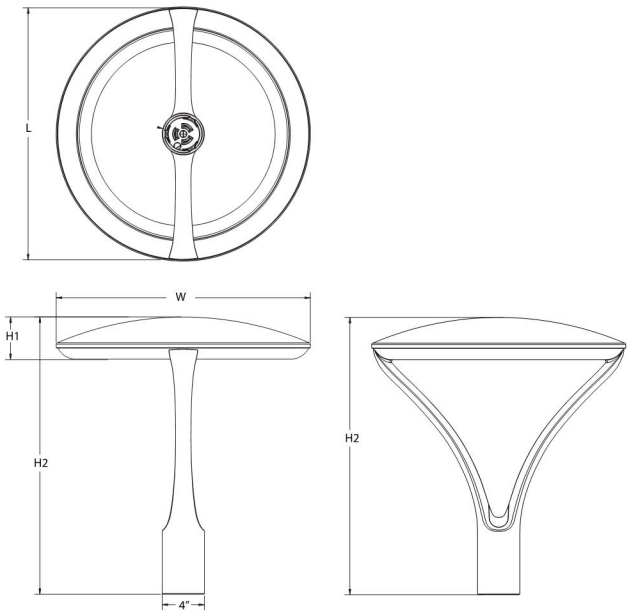
**Length:** 24" (61cm)

**Width:** 24" (61cm)

**H1 Luminaire Height:** 4" (10.16cm)

**H2 Luminaire Height:** 26" (66.04cm)

**Weight:** 38lbs (17.24Kg)




## Introduction

The architecturally-inspired shape of the RADEAN™ post top area luminaire embodies the grace and strength of the RADEAN family. The twin copper-core cast aluminum arms support the slender superstructure, creating a beautiful sculpture by day transforming into a beacon of comfort by night. Triangular arms redirect reflection maintaining its visually quiet appearance. With sleek lines and simple silhouettes, these LED luminaires use specialized lighting and visual comfort to transform common areas like courtyards, outdoor retail locations, universities and corporate campuses into pedestrian-friendly nighttime environments.

## Ordering Information

**EXAMPLE:** RADPT LED P3 30K SYM MVOLT PT4 PE DNAXD

**RADPT LED**

| Series | Performance package | Color temperature | Distribution | Voltage | Mounting *(required)* |
|---|---|---|---|---|---|
| RADPT LED | P1 3,000 Lumens<br>P2 5,000 Lumens<br>P3 7,000 Lumens<br>P4 10,000 Lumens<br>P5 15,000 Lumens | 27K 2700K<br>30K 3000K<br>35K 3500K<br>40K 4000K<br>50K 5000K | SYM Symmetric type V<br>ASY Asymmetric type IV<br>PATH Pathway Type III | MVOLT[2] 277[2]<br>120[2] 347<br>208[2] 480<br>240[2] | PT4[3] Slips inside a 4" OD round metal pole<br>RADPT20 Slips over a 2 3/8" diameter tenon (4" tall tenon required)<br>RADPT25 Slips over a 2 7/8" diameter tenon (4" tall tenon required) |

| Control options | Other options | Finish *(required)* |
|---|---|---|
| **Shipped installed**<br>NLTAIR2 nLight AIR 2.0 enabled[4]<br>PE Button photocell[4]<br>FAO Field adjustable output[4] | SF Single Fuse[2]<br>DF Double Fuse[2]<br>R90 Rotated optics[5]<br>**Shipped installed**<br>HS Houseside shield[6] | DDBXD Dark bronze<br>DBLXD Black<br>DNAXD Natural aluminum<br>DWHXD White<br>DDBTXD Textured dark bronze<br>DBLBXD Textured black<br>DNATXD Textured natural aluminum<br>DWHGXD Textured white |


© 2011-2023 Acuity Brands Lighting, Inc. All rights reserved.

September 9, 2023

AWC Holdings LLC
Attn: Adrian Virges, Jr
4416 78th Avenue North
Brooklyn Park, MN 55443

Dear Applicant:

The City of Brooklyn Center has conducted an initial review of Planning Commission Application No. 2023-006, which requests approval of a (1) site and building plan and (2) conditional use permit to convert the existing New King Buffet and former Tires Plus located at 5927 John Martin Drive into an approximately 10,200-square foot restaurant and bar (nightclub) with approximately 1,200-square foot outdoor patio.

Although the application submittal is considered complete, it has been determined that in order to proceed, a parking variance is required as the submitted application and intended use, as proposed, demonstrates deficiencies in providing minimum on-site parking as calculated under Section 35-5506 (*Required Parking Spaces*) of the City Code.

As this is a separate application request and as a public hearing notice has already been published in the Brooklyn Center *Sun Post* for the aforementioned site and building plan and conditional use permit requests, the following is requested of the Applicant **by no later than Wednesday, September 13, 2023** in order to allow adequate time to submit a separate public hearing notice for the variance request:

1. Nonrefundable Application Fee of $200 for the Variance Request (a separate escrow is not required at this time as the initial $1,000 escrow was submitted to the City)
2. Responses to the *Variance Criteria* below, as outlined under Section 35-7103 of the City Code and pursuant to Minnesota Statutes, Section 462.357, subdivision 6, as the City Council may only grant approval of variances where practical difficulties exist as to strict compliance of the City's Unified Development Ordinance (UDO) and where each of the following criteria are satisfied:

    a) The variance is in harmony with the general purposes and intent of this UDO;
    b) The variance is consistent with the Comprehensive Plan;
    c) The property owner proposed to use the property in a reasonable manner not permitted by this UDO;
    d) The plight of the landowner is due to circumstances unique to the property and *not* created by the landowner; and
    e) The variance, if granted, will not alter the essential character of the locality.

    It should be noted that economic considerations alone do not constitute practical difficulties.

Based upon this information, and considering a public hearing has been published for the site and building plan and conditional use permit requests, the City's Planning Commission still intends to convene on Thursday, September 14, 2023 at 7 p.m. in the Council Chambers of Brooklyn Center City Hall, located at

6301 Shingle Creek Parkway, Brooklyn Center, Minnesota 55430.

At this time, we respectively request you indicate your intent to apply for a variance by no later than Wednesday, September 13, 2023, and further request your presence at the Planning Commission meeting scheduled for Thursday, September 14, 2023.

Should you proceed with the variance request and provide all necessary information and fees by September 13, 2023, the anticipated timeline for consideration of your application is as follows:

***Thursday, September 14, 2023 (7 p.m.) | Planning Commission*** *– Hold public hearing and request to continue the public hearing for the site and building plan and conditional use permit for 5927 John Martin Drive as provided under Planning Commission Application No. 2023-006 to Thursday, October 12, 2023.*

***Thursday, October 12, 2023 (7 p.m.) | Planning Commission*** *– Hold the continued public hearing for Planning Commission Application No. 2023-006 for consideration of the following amended requests: (1) site and building plan, (2) conditional use permit, and (3) variance.*

***Monday, October 23, 2023 (7 p.m.) | City Council*** *– Final review and consideration of Planning Commission Application No. 2023-006 for 5927 John Martin Drive.*

Should you choose to ***not*** proceed with the variance request, the Planning Commission may elect to recommend denial of Planning Commission Application No. 2023-006, which would then be considered by the City Council on Monday, September 25, 2023 at 7 p.m.

With that said, and following an initial review, we are requesting the following additional information be provided in order to allow for a proper review of the application and applicable criteria as outlined under the respective conditional use permit and variance requests:

1. The proposed approximately 1,200-square foot outdoor patio will extend into the existing drive aisle that is shared with neighboring 5939 John Martin Drive. In consideration of the proposed patio, City staff has concerns regarding minimum fire access through this area and around the building, overall circulation on the Subject Property, safe exiting from the patio area given the locations of the proposed gates, and any mitigative measures considered to minimize negative impacts to the adjacent property, as outlined under Section 35-7703 (*Conditional Use Permit Criteria*).

2. Revision of the submitted photometric plan to meet City Code requirements outlined under Section 35-5400 (*Exterior Lighting*), which shall clearly demonstrate consistent levels of illumination across the existing open-air parking lot and avoid pockets of very high or low levels of illumination. Spot illuminations shall be provided to clearly demonstrate adherence to minimum and maximum illumination levels, as well as uniformity, and a fixture schedule provided. As previously indicated, the existing pole and wall lighting is non-conforming. Detail sheets shall be provided clearly demonstrating enhanced illumination over all primary building entrances/exits and any pedestrian path ways as outlined under Section 35-5401.m.2 (*Lighting Standards*) of the City Code.

3. The submitted landscape plan shall be revised to provide an inventory of all existing plantings and species/types. The last revised landscape plan on file and dated November 14, 1991 indicated a minimum required 108 landscape points, which shall be satisfied by the Applicant.

4. Revise proposed architectural plans to clearly identify proposed areas of change and a percentage

breakdown of materials on an elevation-by-elevation basis. Provide additional west elevation rendering denoting the anticipated changes to the existing garage bay doors, as the proposed outdoor patio wall (fencing) makes it difficult to review.

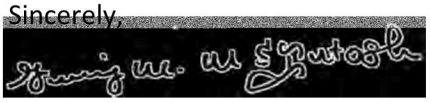
As our Assistant City Engineer, James Soltis, recently completed his initial review of the plan sets, I am also including a copy of his review memorandum, dated September 5, 2023.

Pursuant to Minnesota Statutes Section 15.99, the City of Brooklyn Center is required to approve or deny a written request for certain land use actions within sixty (60) days from receipt of an application. Community Development Department records indicate the City received the above-referenced application and documentation on August 23, 2023, which means the City's 60-day time limit would expire on October 22, 2023.

Minnesota Statutes Section 15.99, subdivision 3.f, affords certain allowances to the City of Brooklyn Center to extend the review period by an additional sixty (60) days to allow the time necessary for City staff to process and review any fees and materials relating to the requested variance, including proposed conditions of approval, which would be reviewed for final action by City Council. This would ultimately extend the deadline for completing the review and final action on this application to **December 21, 2023**.

Should you have any questions, please do not hesitate to reach out to me at (765) 569-3319 or via email at: gmcintosh@brooklyncentermn.gov.

Sincerely,



Ginny McIntosh
City Planner | Zoning Administrator
City of Brooklyn Center

*Enclosure:* Review Memorandum, prepared by James Soltis, Assistant City Engineer, and dated September 5, 2023.

# M E M O R A N D U M

**DATE:** ~~September 5, 2023~~ October 5, 2023

**TO:** Ginny McIntosh, City Planner/Zoning Administrator

**FROM:** James Soltis, Assistant City Engineer

**SUBJECT:** Public Works – PUD / Site Plan
5927 John Martin Dr Jambo Africa Restaurant

---

*Public Works staff reviewed the following documents submitted for review for the proposed 5927 John Martin Dr redevelopment also known as Jambo Africa Restaurant.*

- *5927 John Martin Dr Narrative (Not dated)*
- *Plans (08-17-2023 Construction Documents)*
- *Photometric Plan (Not dated)*
- *Plans (09-13-2023 Construction Documents)*
- *Site Plan Response (Not dated)*
- *Photometric Plan (Not dated)*

*Subject to final staff approval, the referenced plans must be revised in accordance with the following comments/revisions and approved prior to issuance of any permits.*

In the response memo provided by the applicant on 9/27/23 it was indicated that there will be no removal of pavement on the site. This memo has been updated based of this clarification of work and newly provided documents.

***Plan Items:***

**A1-100 – Site Plan**

1. ~~Indicate the disturbed area due to patio and other site disturbances. Square footage over 10,000 sf will trigger a city land disturbance permit and additional site review requirements.~~
2. ~~Site plan indicates a change in locations of accessible parking spaces from the previous use. Provide documentation the proposed locations meet MN Accessibility Code requirements.~~
3. The number of provided accessible parking spaces does not meet MN Accessibility Code for minimum number of accessible spaces. Indicate additional locations to meet this minimum number including documentation these locations meet applicable code requirements. Minimum accessible parking spaces can be found under the MN Accessibility Code Table 1106.1 Accessible Parking Spaces which can be found online at https://codes.iccsafe.org/content/MNAC2020P1/2020-minnesota-accessibility-code-2
4. ~~Proposed patio extends into the drive aisle along the North West side of building. Verify reduced drive width meets city minimum requirements for a two way drive as indicated in Section 35-5504. PARKING SPACE STANDARDS.~~

You created this PDF from an application that is not licensed to print to novaPDF printer (http://www.novapdf.com)

5. ~~Provide details of any alteration to the drainage patterns along the North Western drive regarding any patio work.~~
6. ~~Provide a description of the work related to the patio including any removal of pavement or adjustment to grades. Provide documentation the proposed patio meets MN Accessibility Code requirements.~~
7. Provide a description of any safety considerations for the patio in regard to the adjacent drive.

***General Items:***

8. ~~From Section 35-320: Required Documents, the following are required as part of this submittal. *A survey drawing by a registered engineer or land surveyor showing pertinent existing conditions, accurately dimensioned.*~~

All aforementioned items, comments and recommendations are provided based on the information submitted by the applicant at the time of this review. The *site plan* must be developed and maintained in substantial conformance with the referenced plans, unless modified by the staff recommended conditions above. Subsequent approval of the final plan may require additional modifications based on engineering requirements associated with final design of the final grading, geometric design and other design elements as established by the City Engineer and other public officials having jurisdiction over approval of the final site plans

You created this PDF from an application that is not licensed to print to novaPDF printer (http://www.novapdf.com)

**Exhibit E**

Community Development
763-569-3330

October 2, 2023

# Jambo Africa Restaurant & Bar

Building review comments for newly proposed Jambo Africa Restaurant & Bar to be located at 5927 John Martin Dr.

1. Prior to a Building permit being issued. A SAC determination for the new building will need to be done by MET Council and SAC determination letter received.

2. Separate permits and signed plans required for Building, Mechanical, Plumbing & Electrical. A Fire sprinkler and Fire alarm permit with plans is required to be submitted to the Building Department for this building review. The Community Development Department must be contacted on all proposed signage for this building. Permits are required for all exterior signage.

3. The building will be required to have a sprinkler system installed if not already installed. City of Brooklyn Center Ordinance 3-101 B. (2) as adopted by the Minnesota State Building Code 1306 Special Fire Protection system 1306.0020 Subp. 2, Existing and New buildings.

4. Hennepin County Health Department shall approve the restaurant plans prior to any City permits being issued.

5. All plumbing plans shall be reviewed by the Minnesota Department of Labor and Industry Plumbing Department. All submitted documents shall be signed as required by Minnesota state statues.

6. Any flammable interceptors shall be properly abandoned per MPCA and city requirements. If a grease interceptor is not already installed. A grease interceptor will be required to prevent any future blocking of City Sanitary lines.

7. Building plans to be submitted to the City Building Department for review. If any items need to be addressed, comments will be provided in a plan review letter addressed to the architect of record.

8) Patio doors shall swing in the direction of travel and not into drive areas per MNBC 1010.1.2.1. Gates shall be provided with push hardware or similar hardware to panic or fire exit hardware per MNBC 1010.1.10.

Sincerely,

Dan Grinsteinner
Building Official
City of Brooklyn Center
763-569-3313

# Council Regular Meeting

DATE: 10/23/2023

TO: City Council
FROM: Dr. Reggie Edwards, City Manager
THROUGH: N/A
BY: Jesse Anderson, Community Development Director

SUBJECT: Resolution Approving an Amendment to the Commercial Lease Agreement with Phu Bia Limited Liability Company for Property Located at 1350 Shingle Creek Crossing

**Requested Council Action:**

*- Motion to approve a resolution approving an amendment to the commercial lease agreement with Phu Bia limited liability company for property located at 1350 Shingle Creek Pkwy*

**Background:**

1350B Shingle Creek Crossing was a vacant shell space the City constructed when the municipal liquor store was built. The intent of the shell space was to provide brick and mortar space for small business owners while maintaining commercial affordable in Brooklyn Center.

The EDA has approved a $70,000 commercial build out loan to Phu Bia Produce LLC with the condition of executing a lease agreement between Phu Bia Produce LLC and City of Brooklyn Center.

The project scope consisted of new flooring, painted walls, walk in cooler, a brand new bathroom.

Prior to Phu Bia, the shell space was empty and under-utilize.

City of Brooklyn Center is charging a base rate of fifteen dollars ($15) a square feet. Gross rent area is three thousand five hundred (3,500). Monthly rent collected from Phu Bia Produce LLC is four thousand three hundred and seventy five dollars ($4,375). Rent payment is due the first of each month. Rent payments were to start on August 1, 2022. In lieu of no build out allowance on the shell space, six and a half months were granted to Phu Bia Produce LLC in order to support cashflow and minimize start up expenses.

Phu Bia was not able to open according to schedule due to equipment availability at that time, contractor issues, limited knowledge of navigating health department and city process. Phu Bia recently received their certificate of occupancy and is now ordering products to their store. They've built out the empty shell space that the City owned and received a certificate of of occupancy. Without an operating business they have had a hard time paying rent and loan payments. Now that they are close to opening they anticipate being able to pay for their loan and lease going forward.

However, as of October 17, they owe $65,625 in back rent, $2,250 in late fees.
They did make a payment of $6,105 towards there loan. The past due balance on the loan is $6,956.40.

After recent discussion with Mai Y Lor, they have stated that they do not have the funds to pay the back rent

and past due loan payments. Also, she does not foresee the ability to add any additional monthly expenses in the near future. **Therefore, staff have prepared a resolutions modifying the loan and lease in order to address the past due balance. If the items is approved they are to start making lease payments on November 1, 2023.**

Further, City staff spoke with the City Attorney regarding actions that could be taken if the Council would prefer to not amend the lease and loan. According to the City Attorney, the following are potential actions that the City could take if there was no amendment.

- The lessee is in default for not paying rent. The City would provide at least 15 days-notice of default, and if not cured, the City can declare the lease terminated.
- The notice should include notice that personal property, equipment and fixtures must also be removed without damaging the premises.
- The City can immediately take possession of the premises, including personal property, equipment and fixtures.
- The City can commence an eviction action if the tenant remains on the premises.
- The City can bring suit against the lessee for amounts owed.
- The City can immediately make the premises ready for a new tenant, which includes removal of personal property, equipment and fixtures.
- If the City has to commence legal action, the lessee may be required to pay the City's attorney's fees.

With regard to the note and loan agreement, the City Attorneys recommendation would be that the City move forward as follows:

- The borrower is charged a default interest rate of 10% and the entire principal amount outstanding, accrued interest and any other charges due are immediately due and payable, without notice, at the option of the EDA. The first action would be a demand letter to the borrower.
- The EDA has the right to take possession of the business equipment, as that is defined in the Uniform Commercial Code.
- The EDA can take other legal action to procure payment.
- The EDA can cancel the agreement.
- The EDA can pursue remedies under the Personal Guaranty or the Security Agreement, which includes pursuing the individual who executed the Personal Guaranty, assuming the business did not have sufficient assets, or taking possession of the equipment as collateral against the loan.

**Budget Issues:**

The lease and loan payments were not listed as anticipated revenue in the 2023 budgets.

**Inclusive Community Engagement:**

Business is woman and BIPOC owned.

**Antiracist/Equity Policy Effect:**

Business will be a contributor to Brooklyn Center healthy food ecosystem.

**Strategic Priorities and Values:**

Enhanced Community Image, Inclusive Community Engagement

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Resolution | 10/18/2023 | Resolution Letter |
| Lease Amendment | 10/18/2023 | Exhibit |
| Original Lease | 10/18/2023 | Exhibit |

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. 2023-_____

A RESOLUTION APPROVING AN AMENDMENT TO THE COMMERCIAL LEASE AGREEMENT WITH PHU BIA LIMITED LIABILITY COMPANY FOR PROPERTY LOCATED AT 1350 SHINGLE CREEK CROSSING

WHEREAS, on or about February 15, 2022, the City of Brooklyn Center ("City") and Phu Bia Limited Liability Company ("Lessee") entered into a Commercial Lease Agreement ("Agreement") with regard to the property located at 1350B Shingle Creek Crossing in the City of Brooklyn Center ("Premises"), which is owned by the City; and

WHEREAS, in conjunction with the Agreement, on February 15, 2022, the Lessee entered into a Loan Agreement with the Economic Development Authority of Brooklyn Center to assist with the costs of renovation and furnishing of certain equipment for the Premises, including a walk-in cooler, restrooms, sidings and polishing of exiting concrete floor, all of which was deemed necessary for the operation of a retail store for the distribution of produce; and

WHEREAS, the Lessee has experienced significant difficulties completing the renovation of the Premises and as a result, has been unable to commence retail operations on the Premises. The Lessee has represented to the City that retail operations will commence prior to the end of November 2023; and

WHEREAS, the Lessee has been unable to make rent payments under the Agreement, which were to commence on August 1, 2022; and

WHEREAS, the Lessee has requested that past due rent and late fees, totaling $65,625.00 and $2,250.00 respectively, be waived by the City and that the Agreement be amended to require rent obligations to commence November 1, 2023; and

WHEREAS, the City and the Lessee desire to enter into this amendment so that Lessee can complete the renovations and commence retail operations on the Premises.

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

1. The City Council hereby approves the Amendment to City of Brooklyn Center Commercial Lease Agreement ("Amendment"), attached hereto and incorporated herein as Exhibit A, in substantially the form presented to the City Council, together with any related documents necessary in connection therewith, subject to modifications that do not alter the substance of the Amendment.

2. The appropriate City officials are authorized to execute all appropriate documents on behalf of the City to facilitate the Amendment and to take all steps and actions necessary or convenient to accomplish the intent of this Resolution

3. Upon execution and delivery of the Amendment, the officers and employees of the City are hereby authorized and directed to take or cause to be taken such actions as may be necessary on behalf of the City to implement the Amendment.

_____ _____

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.

**EXHIBIT A**

Amendment to City of Brooklyn Center
Commercial Lease Agreement

[attached hereto]

**AMENDMENT TO**
**CITY OF BROOKLYN CENTER**
**COMMERCIAL LEASE AGREEMENT**

THIS AMENDMENT TO THE COMMERCIAL LEASE AGREEMENT ("Amendment") is made effective as of November 1, 2023, by and between City of Brooklyn Center, 6301 Shingle Creek Parkway, Brooklyn Center, Minnesota, hereinafter referred to as "Lessor", and Phu Bia Produce Limited Liability Company, a Minnesota limited liability company, 1350 Shingle Creek Crossing, Brooklyn Center, Minnesota, hereinafter referred to as "Lessee." Lessor and Lessee, collectively referred to herein as the "Parties", agree as follows:

## RECITALS

A. On or about February 15, 2022, the Lessor and the Lessee entered into a Commercial Lease Agreement ("Agreement") with regard to property located at 1350B Shingle Creek Crossing in the City of Brooklyn Center ("Premises").

B. In conjunction with the Agreement, on February 15, 2022, the Lessee entered into a Loan Agreement with the Economic Development Authority of Brooklyn Center to assist with the costs of renovation and furnishing of certain equipment for the Premises, including a walk-in cooler, restrooms, sidings and polishing of exiting concrete floor, all of which was deemed necessary for the operation of a retail store for the distribution of produce.

C. The Lessee has experienced significant difficulties completing the renovation of the Premises and as a result, has been unable to commence retail operations on the Premises. The Lessee has represented to the Lessor that retail operations will commence prior to the end of November 2023.

D. The Lessee has been unable to make rent payments under the Agreement, which were to commence on August 1, 2022.

E. The Lessee has requested that past due rent and late fees, totaling $65,625.00 and $2,250.00 respectively, be waived by the Lessor and that the Agreement be amended to require rent obligations to commence November 1, 2023.

F. The Lessor and the Lessee desire to enter into this Amendment so that Lessee can complete the renovations and commence retail operations on the Premises.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Bureau hereby agree as follows:

1. Paragraph 4 is amended by deleting the following ~~stricken~~ language and adding the following <u>double-underlined</u> language:

4. **BASE RENT**: The net monthly payment shall be four thousand three hundred seventy-five dollars ($4,375.00), payable monthly with the first payment due on ~~August 1, 2022~~ November 1, 2023 and each monthly installment due thereafter on the 1st day of each month payable by the 10th of each month. Said net monthly payment is-hereafter referred to as the "Base Rent". Rent for any period during the term hereon, which is for less than 1 month shall be a pro-rata portion of the monthly rent.

2. Except as specifically noted in this Amendment, the terms and conditions of the Agreement, shall remain in full force and effect. In the case of any inconsistency between the terms of the Agreement and this Amendment, the terms of this Amendment shall control.

3. This Amendment may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the parties has executed this Amendment by its duly authorized officer as of the day and year first written above.

[signature page follows]

PHU BIA PRODUCE LIMITED LIABILITY COMPANY:

By: _____

Name: _____
Its: Chief Manager

CITY OF BROOKLYN CENTER

By: _____

Name: April Graves
Its: Mayor

By: _____

Name: Dr. Reginald Edwards
Its: City Manager

# CITY OF BROOKLYN CENTER
# COMMERCIAL LEASE AGREEMENT

This Lease Agreement made the 15 day of February, 20 22 by and between City of Brooklyn Center, 6301 Shingle Creek Parkway, Brooklyn Center, Minnesota, hereinafter referred to as "Lessor", and Phu Bia Produce Limited Liability Company, a Minnesota limited liability company, 1350 Shingle Creek Crossing, Brooklyn Center, Minnesota, hereinafter referred to as "Lessee." Lessor and Lessee, collectively referred to herein as the "Parties", agree as follows:

1. **DESCRIPTION OF LEASED PREMISES:** The Lessor agrees to lease to the Lessee approximately 3,500 square feet (SF) of retail/commercial located at 1350B Shingle Creek Crossing, Brooklyn Center, State of Minnesota, hereinafter referred to as the "Premises".

2. **USE OF LEASED PREMISES:** The Lessor is leasing the Premises to the Lessee and the Lessee is hereby agreeing to lease the Premises for the following use and purpose: Retail store and distribution of produce.

Any change in use or purpose to the Premises other than as described above shall be upon prior written consent of Lessor only.

3. **TERM OF LEASE:** The term of this Lease shall be for a period of 5 year(s) ____ month(s) commencing on the 31 day of January, 20 27 and expiring at Midnight on the 31 day of January, 20 27. ("Initial Term").

4. **BASE RENT:** The net monthly payment shall be four thousand three hundred seventy-five dollars ($4,375.00), payable monthly with the first payment due on August 1, 2022 and each monthly installment due thereafter on the 1st day of each month payable by the 10th of each month. Said net monthly payment is-hereafter referred to as the "Base Rent". Rent for any period during the term hereon, which is for less than 1 month shall be a pro-rata portion of the monthly rent.

5. **OPTION TO RENEW:** (Check One)

☐ - Lessee may not renew the Lease.

☒ - Lessee may have the right to renew the Lease with a total of 1 renewal period(s) with each term being 5 year(s) ____ month(s) which may be exercised by giving written notice to Lessor no less than

60 days prior to the expiration of the Lease or respective renewal period.

Rent for each option period shall: (Check One)

☐ - Not increase.

☒ - Shall be based on the current market rates for comparable premises provided that the Base Rent upon the Renewal Term shall not increase by more than 3% above the Base Rent payable in the immediately preceding year.

6. **EXPENSES**: [Check and Initial whether this Lease is Gross, Modified Gross, or Triple Net (NNN)]

☐ - **GROSS**. Tenant's Initials _____ Landlord's Initials _____

It is the intention of the Parties that this Lease be considered a "Gross Lease" and as such, the Base Rent is the entirety of the monthly rent. Therefore, the Lessee is not obligated to pay any additional expenses which includes utilities, real estate taxes, insurance (other than on the Lessee's personal property), charges or expenses of any nature whatsoever in connection with the ownership and operation of the Premises. The Lessor shall be obligated to maintain the general exterior structure of the Premises, in addition, shall maintain all major systems such as the heating, plumbing, and electrical. The parking area shall be maintained by the Lessor including the removal of any snow or environmental hazards as well as the grounds and lands surrounding the Premises. The Lessor shall maintain at their expense casualty insurance for the Premises against loss by fire which may or may not include any extended coverage. The Lessee will provide and maintain personal liability and property damage insurance as a lessee, at least to the limits of $1,500,000.00 per occurrence, that will designate the Lessor as an "also named insured", and shall provide the Lessor with a copy of such insurance certification or policy prior to the effective date of this Lease.

☐. **MODIFIED GROSS**. Tenant's Initials _____ Landlord's Initials _____

It is the intention of the Parties that this Lease shall be considered a "Modified Gross Lease".

In addition to the Base Rent, the Lessee shall be obligated to pay the following monthly expenses: Electricity, Gas, Water/Sewer, Plumbing maintenance (grease traps, drainage and pipes maintenance), Electrical maintenance, other minor repairs.

Lessor shall pay the following monthly expenses: Snow removal, Trash service, Parking lot maintenance, HVAC maintenance.

☐. **TRIPLE NET (NNN)**. Tenant's Initials _____ Landlord's Initials _____

It is the intention of the Parties that this Lease shall be considered a "Triple Net Lease".

I. Operating Expenses. The Lessor shall have no obligation to provide any services, perform any acts, or pay expenses, charges, obligations or costs of any kind whatsoever with respect to the Premises. The Lessee hereby agrees to pay one-hundred percent (100%) of any and all Operating Expenses as hereafter defined for the entire term of the Lease and any extensions thereof in accordance with specific provisions hereinafter set forth. The term "Operating Expenses" shall include all costs to the Lessor of operating and maintaining the Premises, and shall include, without limitation, real estate and personal property taxes and assessments, management fee(s), heating, air conditioning, HVAC, electricity, water, waste disposal, sewage, operating materials and supplies, service agreements and charges, lawn care, snow removal, restriping, repairs, repaving, cleaning and custodial, security, insurance, the cost of contesting the validity or applicability of any governmental acts which may affect operating expenses, and all other direct operating costs of operating and maintaining the Premises and related parking areas, unless expressly excluded from operating expenses.

II. Taxes. Lessee shall pay, during the term of this Lease, the real estate taxes including any special taxes or assessments (collectively, the "taxes") attributable to the Premises and accruing during such term. Lessee, at Lessor's option, shall pay to Lessor said taxes on a monthly basis, based on one-twelfth (1/12) of the estimated annual amount for taxes. Taxes for any fractional calendar year during the term hereof shall be prorated. In the event the Lessee does not make any tax payment required hereunder, Lessee shall be in default of this Lease.

III. Insurance. Lessee shall maintain, at all times during the Term of this Lease, comprehensive general liability insurance in an insurance company licensed to do business in the State in which the Premises are located and that is satisfactory to Lessor, properly protecting and indemnifying Lessor with single limit coverage of not less than One Million and Five Hundred Thousand Dollars ($ 1,500,000 ) for injury to or _____ dollars ($_____) death of persons and

_____ dollars ($_____) for property damage. During the Term of this Lease, Lessee shall furnish the Lessor with certificate(s) of insurance, in a form acceptable to Lessor, covering such insurance so maintained by Lessee and naming Lessor and Lessor's mortgagees, if any, as additional insured.

7. **SECURITY DEPOSIT**: In addition to the above, a deposit from Lessee in the amount of four thousand three hundred seventy-five dollars ($4,375.00), shall be due and payable to Lessor in advance or at the signing of this Lease, hereinafter referred to as the "Security Deposit." If Lessee fails to perform any term of this Lease, Lessor may use the Security Deposit for payment of money that Lessor may spend or damages that Lessor suffers because of Lessee's failure to perform. Lessor may use the Security Deposit to pay for any damage caused to the Premises caused by Lessee or Lessee's invitees. Lessor shall, within three weeks after termination of this Lease and receipt of Lessee's mailing address or delivery instructions, return the Security Deposit. If Lessor does not return the Security Deposit or only returns a portion of the Security Deposit, Lessor must give Lessee a written statement with the specific reasons for withholding all or part of the Security Deposit.

8. **LEASEHOLD IMPROVEMENTS**: The Lessee agrees that no leasehold improvements, alterations or changes of any nature, (except for those permitted through the Revolving Loan Fund Program loan received by Lessee from the Economic Development Authority of Brooklyn Center, Minnesota) shall be made to the Premises or the exterior of the building without first obtaining the consent of the Lessor in writing, which consent shall not be unreasonably withheld, and thereafter, any and all leasehold improvements made to the Premises which become affixed or attached to the leasehold Premises shall remain the property of the Lessor at the expiration or termination of this Lease. Furthermore, any leasehold improvements shall be made only in accordance with applicable federal, state or local codes, ordinances or regulations, having due regard for the type of construction of the building housing the subject leasehold Premises. If the Lessee makes any improvements to the Premises the Lessee shall be responsible for payment, except the following: None.

Nothing in the Lease shall be construed to authorize the Lessee or any other person acting for the Lessee to encumber the rents of the Premises or the interest of the Lessee in the Premises or any person under and through whom the Lessee has acquired its interest in the Premises with a mechanic's lien or any other type of encumbrance. Under no circumstance shall the Lessee be construed to be the agent, employee or representative of Lessor. In the even a lien is placed against the Premises, through actions of the Lessee, Lessee will promptly pay the same or bond against the same and take steps immediately to have such lien removed. If the Lessee fails to have the Lien removed, the

Lessor shall take steps to remove the lien and the Lessee shall pay Lessor for all expenses related to the Lien and removal thereof and shall be in default of this Lease.

9. **LICENSES AND PERMITS:** A copy of any and all local, state or federal permits acquired by the Lessee which are required for the use of the Premises shall be kept on site at all times and shall be readily accessible and produced to the Lessor and/or their agents or any local, state, or federal officials upon demand.

10. **OBLIGATIONS OF LESSEE:** The Lessee shall be primarily responsible whenever needed for the maintenance and general pickup of the entranceway leading into the Premises, so that this is kept in a neat, safe and presentable condition. The Lessee shall also be responsible for all minor repairs and maintenance of the leasehold Premises, particularly those items which need immediate attention and which the Lessees, or their employees, can do and perform on their own, including but not limited to, the replacement of light bulbs, as well as the normal repair and cleaning of windows, cleaning and clearing of toilets, etc., and the Lessee shall properly maintain the Premises in a good, safe, and clean condition. The Lessee shall properly and promptly remove all rubbish and hazardous wastes and see that the same are properly disposed of according to all local, state or federal laws, rules regulations or ordinances.

In the event the structure of the Premises is damaged as a result of any neglect or negligence of Lessee, their employees, agents, business invitees, or any independent contractors serving the Lessee or in any way as a result of Lessee's use and occupancy of the Premises, then the Lessee shall be primarily responsible for seeing that the proper claims are placed with the Lessee's insurance company, or the damaging party's insurance company, and shall furthermore be responsible for seeing that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage, are made in a timely fashion, including notice to the Lessor, and the party or parties causing said damage. Any damage that is not covered by an insurance company will be the liability of the Lessee.

The Lessee shall, during the term of this Lease, and in the renewal thereof, at its sole expense, keep the interior of the Premises in as good a condition and repair as it is at the date of this Lease, reasonable wear and use excepted. This obligation would include the obligation to replace any plate glass damaged as a result of the neglect or acts of Lessee or her guests or invitees. Furthermore, the Lessee shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminates on the Premises. Lessee shall also be responsible for the cost, if any, which would be incurred to bring her contemplated operation and business activity into compliance with any law or regulation of a federal, state or local authority.

11. **INSURANCE**: In the event the Lessee shall fail to obtain insurance required hereunder and fails to maintain the same in force continuously during the term, Lessor may, but shall not be required to, obtain the same and charge the Lessee for same as additional rent. Furthermore, Lessee agrees not to keep upon the Premises any articles or goods which may be prohibited by the standard form of fire insurance policy, and in the event the insurance rates applicable to fire and extended coverage covering the Premises shall be increased by reason of any use of the Premises made by Lessee, then Lessee shall pay to Lessor, upon demand, such increase in insurance premium as shall be caused by said use or Lessee's proportionate share of any such increase.

12. **SUBLET/ASSIGNMENT**: The Lessee may not transfer or assign this Lease, or any right or interest hereunder or sublet said leased Premises or any part thereof without first obtaining the prior written consent and approval of the Lessor.

13. **DAMAGE TO LEASED PREMISES**: In the event the building housing the Premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Lessee and which precludes or adversely affects the Lessee's occupancy of the Premises, then in every such cause, the rent herein set forth shall be abated or adjusted according to the extent to which the leased Premises have been rendered unfit for use and occupation by the Lessee and until the demised Premises have been put in a condition at the expense of the Lessor, at least to the extent of the value and as nearly as possible to the condition of the Premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the Premises that in no event shall the Lessor's obligation to restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.

14. **DEFAULT AND POSSESSION**: In the event that the Lessee shall fail to pay rent, and any other expenses as set forth herein, or any part thereof, when the same are due and payable, or shall otherwise be in default of any other terms of said Lease for a period of more than 15 days after receiving notice of said default, then the parties hereto expressly agree and covenant that the Lessor may declare the Lease terminated and may immediately re-enter said Premises and take possession of the same together with any of Lessee's personal property, equipment or fixtures left on the Premises which items may be held by the Lessor as security for the Lessee's eventual payment and/or satisfaction of rental defaults or other defaults of Lessee under the Lease. It is further agreed, that if the Lessee is in default, that the Lessor shall be entitled to take any and all action to protect its interest in the personal property and equipment, to prevent the unauthorized removal of said property or equipment which threatened action would be deemed to constitute irreparable harm and injury to the Lessor in violation of its security interest in said items of personal property. Furthermore, in the event of default, the Lessor may expressly undertake all reasonable preparations and efforts to release the

Premises including, but not limited to, the removal of all inventory, equipment or leasehold improvements of the Lessee's, at the Lessee's expense, without the need to first procure an order of any court to do so, although obligated in the interim to undertake reasonable steps and procedures to safeguard the value of Lessee's property, including the storage of the same, under reasonable terms and conditions at Lessee's expense, and, in addition, it is understood that the Lessor may sue the Lessee for any damages or past rents due and owing and may undertake all and additional legal remedies then available.

In the event any legal action has to be instituted to enforce any terms or provisions under this Lease, then the prevailing party in said action shall be entitled to recover a reasonable attorney's fee in addition to all costs of said action.

Rent which is in default for more than 10 days after due date shall accrue a payment penalty of one of the following: (Check One)

☐ - Interest at a rate of _____ percent (_____ %) per annum on a daily basis until the amount is paid in full.
☒ - Late fee of one hundred fifty dollars ($150.00).

In this regard, all delinquent rental payments made shall be applied first toward interest due and the remaining toward delinquent rental payments.

15. **INDEMNIFICATION**: The Lessee hereby covenants and agrees to indemnify, defend and hold the Lessor harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of Lessee's use and occupancy of the Premises, and further shall indemnify the Lessor for any losses which the Lessor may suffer in connection with the Lessee's use and occupancy or care, custody and control of the Premises. The Lessee also hereby covenants and agrees to indemnify and hold harmless the Lessor from any and all claims or liabilities which may arise from any latent defects in the subject Premises that the Lessor is not aware of at the signing of the lease or at any time during the lease term. Nothing contained herein shall be interpreted to constitute a waiver of any statutory liability limits that Lessor is entitled to, whether under Minnesota Statutes, chapter 466 or any other law.

16. **BANKRUPTCY - INSOLVENCY**: The Lessee agrees that in the event all or a substantial portion of the Lessee's assets are placed in the hands of a receiver or a Trustee, and such status continues for a period of 30 days, or should the Lessee make an assignment for the benefit of creditors or be adjudicated bankrupt; or should the Lessee institute any proceedings under the bankruptcy act or any amendment thereto, then this Lease or interest in and to the leased Premises shall not become an asset in any such proceedings and, in such event, and in addition to any and all other remedies of the Lessor hereunder or by law provided, it shall be lawful for the Lessor to declare the term hereof ended and to reenter the leased land and take possession thereof and all

improvements thereon and to remove all persons therefrom and the Lessee shall have no further claim thereon.

17. **SUBORDINATION AND ATTORNMENT**: Upon request of the Lessor, Lessee will subordinate its rights hereunder to the lien of any mortgage now or hereafter in force against the property or any portion thereof, and to all advances made or hereafter to be made upon the security thereof, and to any ground or underlying lease of the property provided, however, that in such case the holder of such mortgage, or the Lessor under such Lease shall agree that this Lease shall not be divested or in any way affected by foreclosure, or other default proceedings under said mortgage, obligation secured thereby, or Lease, so long as the Lessee shall not be in default under the terms of this Lease. Lessee agrees that this Lease shall remain in full force and effect notwithstanding any such default proceedings under said mortgage or obligation secured thereby.

Lessee shall, in the event of the sale or assignment of Lessor's interest in the building of which the Premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Lessor covering the Premises, attorn to the purchaser and recognize such purchaser as Lessor under this Lease.

18. **MISCELLANEOUS TERMS:**

I. Usage by Lessee: Lessee shall comply with all rules, regulations and laws of any governmental authority with respect to use and occupancy. Lessee shall not conduct or permit to be conducted upon the Premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any authority or any insurance company with which the Premises is insured, nor will the Lessee allow the Premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials be taken onto or retained on the Premises. Furthermore, Lessee shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the Premises by other tenants of the building.

II. Signs: Lessee shall not place on any exterior door, wall or window of the Premises any sign or advertising matter without Lessor's prior written consent and the approval of any other government authority with jurisdiction. Thereafter, Lessee agrees to maintain such sign or advertising matter as first approved by Lessor in good condition and repair. Furthermore, Lessee shall conform to any uniform reasonable sign plan or policy that the Lessor may introduce with respect to the building. Upon vacating the Premises, Lessee agrees to remove all signs and to repair all damages caused or resulting from such removal.

III. Animals: Unless otherwise stated in this Lease Agreement, the only animals that shall be allowed on the Premises are those needed legally due to a disability or handicap.

IV. Condition of Premises/Inspection by Lessee: The Lessee has had the opportunity to inspect the Premises and acknowledges with its signature on this lease that the Premises are in good condition and comply in all respects with the requirements of this Lease. Furthermore, the Lessor makes no representation or warranty with respect to the condition of the Premises or its fitness or availability for any particular use, and the Lessor shall not be liable for any latent or patent defect therein. Furthermore, the Lessee represents that Lessee has inspected the Premises and is leasing and will take possession of the Premises with all current fixtures present in their "as is" condition as of the date hereof.

V. Right of Entry: It is agreed and understood that the Lessor and its agents shall have the complete and unencumbered right of entry to the Premises at any time or times for purposes of inspecting or showing the Premises and for the purpose of making any necessary repairs to the building or equipment as may be required of the Lessor under the terms of this Lease or as may be deemed necessary with respect to the inspection, maintenance or repair of the building.

19. **ESTOPPEL CERTIFICATE**: Lessee at any time and from time to time, upon at least ten (10) days prior notice by Lessor, shall execute, acknowledge and deliver to Lessor, and/or to any other person, firm or corporation specified by Lessor, a statement certifying that the Lease is unmodified and in full force and effect, or if the Lease has been modified, then that the same is in full force and effect except as modified and stating the modifications, stating the dates to which the fixed rent and additional rent have been paid, and stating whether or not there exists any default by Lessor under this Lease and, if so, specifying each such default.

20. **HOLDOVER**: Should Lessee remain in possession of the Premises after the cancellation, expiration or sooner termination of the Lease, or any renewal thereof, without the execution of a new Lease or addendum, such holding over in the absence of a written agreement to the contrary shall be deemed, if Lessor so elects, to have created and be construed to be a tenancy from month to month, terminable upon thirty (30) days' notice by either party.

21. **WAIVER**: Waiver by Lessor of a default under this Lease shall not constitute a waiver of a subsequent default of any nature.

22. **GOVERNING LAW**: This Lease shall be governed by the laws of the State of Minnesota.

23. **NOTICES**: Payments and notices shall be addressed to the following:

**Lessor:**
City of Brooklyn Center
6301 Shingle Creek Pkwy
Brooklyn Center, MN 55430
Attn: City Manager

**Lessee:**
Phu Bia Produce Limited Liability Company
1350 Shingle Creek Crossing
Brooklyn Center, MN 55430
Attention: Mai Y Lor

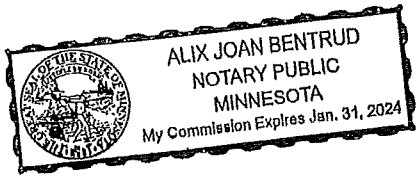
24. **AMENDMENT:** No amendment of this Lease shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

25. **BINDING EFFECT**: This Lease and any amendments thereto shall be binding upon the Lessor and the Lessees and/or their respective successors, heirs, assigns, executors and administrators.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto set their hands and seal this 15 day of February, 2022.

Alix Bentrud




PHU BIA PRODUCE LIMITED LIABILITY COMPANY:

By: _____

Name: Mai Yia Lor

Its: Chief Manager

CITY OF BROOKLYN CENTER

By: _____

Name: Mike Elliott

Its: Mayor

By: _____

Name: Reggie Edwards

Its: City Manager

# Council Regular Meeting

DATE: 10/23/2023

TO: City Council
FROM: Dr. Reggie Edwards, City Manager
THROUGH: N/A
BY: LaToya Turk, Office of Community Prevention, Health and Safety

SUBJECT: Resolution Directing the Adoption of Traffic Stop and Consent Search Policies for the Brooklyn Center Police Department

**Requested Council Action:**

- *Motion to approve a resolution adopting of traffic stop and consent search policies for the Brooklyn Center police department.*

**Background:**

In May 2021, the City Council of the City of Brooklyn Center ("City") adopted Resolution No. 2021-73, a resolution adopting the Daunte Wright and Kobe Dimock-Heisler Community Safety and Violence Prevention Act ("Act").

The Act required the City to create a Community Safety and Violence Prevention Implementation Committee (Implementation Committee), which was created on February 28, 2022.

Since February 28, 2022, the Implementation Committee has conducted regular meetings, and working with experts to gather data and consider City

Code amendments, ordinances, resolutions, policies and guidelines with regard to public health-oriented approaches to community safety.

In September, 2022 the Committee has developed and prepared policy recommendations regarding traffic stops and consent searches.

In June, 2023 staff made recommendations to the City Council regarding traffic stops and consent searches based upon review of the recommendations made earlier by the Implementation Committee. Following staff's presentation the Council directed staff to bring back a resolution adopting a policy for traffic stops and consent searches based upon Council discussion consensus during the June meeting.

Attached is a resolution adopting policies for both traffic stops and consent searches for Council consideration.

**Budget Issues:**

N/A

**Inclusive Community Engagement:**

Insight from several residential town hall meetings, community based committees and public safety experts were used to create and engage in inclusive community engagement and input.

**Antiracist/Equity Policy Effect:**

The expressed intent and purpose of the resolution is to elevate public safety and the general welfare of the people of the City by reducing low risk traffic stops and build community trust in the traffic enforcement of Brooklyn Center police department.

The City acknowledges that traffic stops create a high-risk situation for both the public and law enforcement officers that can lead to unwanted tragic circumstances.

Eliminating a small category of stops and increasing educational opportunities that tend to have particularly large racial disparities increase trust and equity between law enforcement and residents.

**Strategic Priorities and Values:**

Enhanced Community Image, Inclusive Community Engagement, Safe, Secure, Stable Community, Operational Excellence

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Traffic Stop Policy and Consent Search Resolution | 10/19/2023 | Resolution Letter |
| Traffic Stop Policy | 10/19/2023 | Backup Material |
| Consent Search Policy | 10/19/2023 | Backup Material |

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. 2023-_____

A RESOLUTION DIRECTING THE ADOPTION OF TRAFFIC STOP AND CONSENT SEARCH POLICIES FOR THE BROOKLYN CENTER POLICE DEPARTMENT

WHEREAS, the Brooklyn Center City Council adopted Resolution No. 2021-73 establishing the Daunte Wright and Kobe Dimock-Heisler Community Safety and Violence Prevention Act ("Act") to direct the development and implementation of various reforms to improve the delivery of public safety services in the community; and

WHEREAS, the Act provides for the establishment of an Implementation Committee ("Committee") to assist in the development of public safety measures, including authority to propose amendments, ordinances, resolutions, policies, guidelines or other recommendations for the review, adoption or implementation by the City Council or City staff, as appropriate, that would fully implement the will and intent of City Council as expressed in the Act; and

WHEREAS, the Committee was established in accordance with the Act, and following the completion of significant community engagement and lengthy and informative study of public safety measures, ordinances and policies, the Committee recommended the adoption of an ordinance regulating the initiation of traffic stops and requests for consent searches by the Brooklyn Center Police Department; and

WHEREAS, upon the request of the City Council, City Staff conducted meetings with the community to gather input from community members with regard to the Committee's recommendation; and

WHEREAS, City Staff reviewed the input received from the community, and upon the request of the City Council, City Staff conducted its own review of the Committee's recommendation; and

WHEREAS, City Staff recommended that (1) traffic stops and consent searches be controlled and regulated by policy rather than an ordinance, (2) traffic stop and consent search policies be separated rather than being part of a single policy, and (3) the initiation of traffic stops should be allowed for moderate and high risk equipment violations in the interests of protecting public safety; and

WHEREAS, City Staff prepared traffic stop and consent search policies, attached hereto as Exhibit A and Exhibit B respectively, to be incorporated into the Policy Manual for the Brooklyn Center Police Department; and

WHEREAS, the City Council finds and determines as follows:

1. Based upon the findings and studies conducted by the Committee and City Staff, the recommended regulation and control of the initiation of traffic stops and consent searches is in accordance with the goals of the Act, including the creation of a safer, healthier, more just and more thriving community, and the creation of diverse responses to non-moving traffic offenses and low-level violations;

2. The regulation and control of Brooklyn Center Police Department traffic stops and consent searches should be enacted through the adoption of policies rather than by City ordinance;

3. Given their distinctive subject matter, traffic stop and consent search policies should be stand-alone policies and those policies should be incorporated into the Policy Manual for the Brooklyn Center Police Department;

4. In the interests of public safety and the safety of the traveling public, moderate and high-risk equipment violations, as presented to the City Council, are sufficient to warrant the initiation of a traffic stop by officers with the Brooklyn Center Police Department;

5. In order to allow time for training and community education and engagement, the effective date of the traffic stop and consent search policies should be _____, 2024; and

6. It is in the best interests of the City that the traffic stop and consent search policies be adopted and incorporated into the Policy Manual for the Brooklyn Center Police Department.

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

1. The City Manager and City Staff are authorized and directed to adopt the traffic stop and consent search policies attached hereto as Exhibit A and Exhibit B respectively and to take any and all necessary actions to incorporate the policies into the Policy Manual for the Brooklyn Center Police Department.

2. The City Manager and City Staff shall provide officers with the Brooklyn Center Police Department a copy of the traffic stop and consent search policies, and officers shall certify by signing the prescribed form that the officer has been advised of the policies, is aware of and understands their contents, and agrees to abide by their provisions during the officer's term with the Brooklyn Center Police Department.

3. The effective date of the traffic stop and consent search policies shall be _____, 2024.

4. The traffic stop and consent search policies shall not be amended or revoked without the consent of the City Council.

_____ _____

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.

**EXHIBIT A**

Traffic Stop Policy

[attached hereto]

**EXHIBIT B**

Consent Search Policy

[attached hereto]

Brooklyn Center Police Department Policy Manual – Chapter 500
Traffic Stop Policy

## _____.1 PURPOSE AND SCOPE

This policy establishes guidelines with regard to the initiation of traffic stops for certain equipment violations.

## _____.2 POLICY

It is the policy of the Brooklyn Center Police Department, in promotion of public health, safety and the general welfare of the people of the City, to reduce unnecessary, high-risk traffic stops and to build community trust in the activities of the Brooklyn Center Police Department. The ultimate goal of traffic law enforcement is to reduce traffic collisions to protect the general welfare of the traveling public. Violations of certain equipment and other violations, identified herein, generally do not lead to or increase the frequency of traffic collisions. Additionally, traffic stops create a high-risk situation for both the public and law enforcement officers that can lead to unwanted, tragic circumstances. For these reasons, Brooklyn Center Police Department officers will not initiate a traffic stop solely for certain statutory violations as set forth herein.

## _____.3 DEFINITIONS

Definitions related to this policy include:

**Dangerous Condition** - A condition where an improper or malfunctioning piece of motor vehicle equipment creates a substantial, identifiable risk and imminent threat to public safety.

**Motor Vehicle** - Motor vehicle as defined in Minnesota Statutes, section 168.002, subd. 18.

**Motorcycle** - Motorcycle as defined in Minnesota Statutes, section 169.011, subd. 44.

**Trailer** - Trailer as defined in Minnesota Statutes, section 168.002, subd. 35.

**Vehicle** - Vehicles as defined in Minnesota Statutes, section 168.002, subd. 42.

## _____.4 INITIATION OF A TRAFFIC STOP

Subject to the exceptions set forth below, officers shall not initiate a traffic stop solely for a violation of any single, or any combination of, the following offenses:

(a) Invalid or expired trailer or motor vehicle registration (Minnesota Statutes, section 168.09);

(b) No functioning rear license plate lamp (Minnesota Statutes, section 169.50, subd. 2);

(c) No operative muffler (Minnesota Statutes, section 169.69);

(d) Exceeding motor vehicle noise rules adopted by the Minnesota Pollution Control Agency (Minnesota Statutes, section 169.693);

(e) Objects suspended between the driver and the windshield, including, but not limited to rearview mirror decorations. (Minnesota Statutes, section 169.71, subd. 1);

(f) Improperly displayed license plate or registration sticker (Minnesota Statutes, section 169.79); and

(g) Driving with one operative headlight or rear light (Minnesota Statutes, sections 169.49, 169.63, 169.50, subd. 1, 169.55, subd. 1 and 169.57, subd. 1).

**_____.5 EXCEPTIONS FOR INITIATION OF TRAFFIC STOPS**

Officers may initiate a traffic stop for the following, subject to the conditions set forth below:

A. Lights On! Program. Officers may initiate a traffic stop with regard to a motor vehicle or motorcycle with no operative headlights, but they shall issue a Lights On! coupon or voucher in lieu of issuing a traffic citation.

If a Lights On! coupon or voucher is issued, the officer shall advise the driver or recipient of the location in which the repair can be made.

If Lights On! coupons or vouchers are not available, but the incident meets the Lights On! criteria, the officer shall:

1. Advise the driver of the equipment violation; and
2. Advise the driver to contact the Department to get a Lights On! coupon or voucher.

B. Dangerous Conditions. Officers may initiate a traffic stop if a motor vehicle or motorcycle's equipment poses a dangerous condition. Examples of equipment conditions that pose a dangerous condition include, but are not limited to, the following:

1. A cracked or discolored windshield that is so heavily damaged that it poses a dangerous condition. An example of a dangerous condition related to a windshield includes, but is not limited to, (1) a spiderweb crack on the front windshield with a diameter greater than 3 inches that substantially impairs the driver's view, and (2) windshield displaying enough cracks that there is a substantial chance that it could collapse while the car is in operation.
2. A motor vehicle bumper that is damaged in such a way it has the potential to become dislodged or drag on the ground.

3. A motor vehicle or motorcycle exhaust pipe that is releasing smoke at a rate that substantially impairs or obstructs the vision of other drivers.

C. Dangerous Conditions Citations. If a driver or motor vehicle or motorcycle owner is cited for a dangerous condition in violation of Minnesota Statutes, section 169.47, the officer must detail the dangerous condition on the citation.

D. License Plate. Officers may initiate a traffic stop for the failure to display a visible, legible license plate anywhere on the motor vehicle.

## _____.6 TRAFFIC STOPS FOR OTHER VIOLATIONS

Officers may issue citations for the offenses identified in section _____.4 above if the operator was stopped for another violation. If the operator of the motor vehicle is issued a citation for a more serious violation, the operator will not also be cited for the violation identified above. Rather, the operator will be given information with regard to the City's Diversion Solutions program and/or the Lights On! program, to the extent available and applicable.

## _____.7 ISSUANCE OF CITATIONS BY MAIL OR PLACEMENT ON THE VEHICLE

Officers may issue citations for the violations identified in section ____.4 above by U.S. Mail by mailing the citation to the registered address for the vehicle, and if a vehicle is parked and unoccupied, an officer may issue a citation by U.S. Mail or by placing the citation on the windshield of the vehicle.

## _____.8 TRAINING

All new members shall be provided with a copy of this policy as part of their orientation. The policy shall be reviewed with each new member. The member shall certify by signing the prescribed form that the member has been advised of this policy, is aware of and understands its contents, and agrees to abide by its provisions during the member's term with the Department.

All members shall receive annual training on the requirements of this policy and shall certify by signing the prescribed form that they have reviewed the policy, understand its contents, and agree that they will continue to abide by its provisions.

## 310.____ MOTOR VEHICLE SPECIFIC SEARCHES WITHOUT A WARRANT

A search warrant must be obtained whenever it is practical to do so prior to a search of a motor vehicle. Searches of motor vehicles may be conducted without a warrant under the following circumstances:

(a) Officers may search a motor vehicle without a warrant if they have probable cause to believe the vehicle is carrying contraband or illegal merchandise.

(b) In situations where officers have probable cause to search a motor vehicle for an object, they may conduct a warrantless search of every part of the vehicle and its contents, including all containers and packages that may conceal the object of the search. The scope of the search is not defined by the nature of the container in which the object is secreted. Rather, it is defined by the object of the search and the places in which there is probable cause to believe that it may be found. Officers may tow the vehicle to a Department station to conduct the search.

(c) A probable cause determination must be based on objective facts that could justify the issuance of a warrant by a court, and not merely on the subjective good faith of the officer. It must be grounded on facts known by the officer which, in the judgment of a court, would make his or her faith reasonable.

If a lawful search of a motor vehicle is conducted without a search warrant, anything of evidentiary value is admissible whether or not it is related to the arrest, so long as it was found in an area reasonably likely to contain the contraband or illegal merchandise originally sought.

No operator or owner-passenger of a motor vehicle shall be requested to consent to a search by an officer of his or her motor vehicle, unless there exists probable cause of criminal activity.

**Economic Development Authority**
City Hall Council Chambers
October 23, 2023

# AGENDA

## 1. Call to Order

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

## 2. Roll Call

## 3. Approval of Consent Agenda

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

a. Approval of Minutes

*- Motion to approve the October 9, 2023, minutes.*

## 4. Commission Consideration Items

a. Resolution Approving Amended Promissory Note for the Loan to Phu Bia Produce Limited Liability Company from the EDA Revolving Loan Fund

*- Motion to approve a resolution approving amended promissory note for the loan to Phu Bia Produce Limited Liability Company from the EDA revolving loan fund.*

## 5. Adjournment

# Economic Development Authority

DATE: 10/23/2023

TO: City Council
FROM: Dr. Reggie Edwards, City Manager
THROUGH: N/A
BY: Barb Suciu, Assistant City Manager/City Clerk

SUBJECT: Approval of Minutes

**Requested Council Action:**

- *Motion to approve the October 9, 2023, minutes.*

**Background:**

**Budget Issues:**

N/A

**Inclusive Community Engagement:**

**Antiracist/Equity Policy Effect:**

**Strategic Priorities and Values:**

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| 10.09 EDA Minutes | 10/18/2023 | Backup Material |

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

REGULAR SESSION
OCTOBER 9, 2023
CITY HALL – COUNCIL CHAMBERS

## 1. CALL TO ORDER

The Brooklyn Center Economic Development Authority (EDA) met in Regular Session called to order by President April Graves at 8:05 p.m.

## 2. ROLL CALL

President April Graves and Commissioners Marquita Butler, Kris Lawrence-Anderson, Dan Jerzak, and Teneshia Kragness. Also present were City Manager Reggie Edwards, Community Development Director Jesse Anderson, City Clerk Barb Suciu, and City Attorney Jason Hill.

## 3. APPROVAL OF AGENDA AND CONSENT AGENDA

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

### 3a. APPROVAL OF MINUTES

1. September 25, 2023 – Regular Session

Commissioner Lawrence-Anderson abstained from the vote. Motion passed.

## 4. COMMISSION CONSIDERATION ITEMS

### 4a. RESOLUTION APPROVING A PURCHASE OPTION AGREEMENT WITH RESURRECTING FAITH WORLD MINISTRIES

Executive Director Reggie Edwards introduced the item and invited Community Development Director Jesse Anderson to present the staff report.

Community Development Director Jesse Anderson explained Resurrecting Faith is requesting an Option Agreement for the EDA-owned parcel where their project would be located, which is platted as Lot 1, Block 2 Opportunity Site Addition. Approval of an Option Agreement does not constitute approval of the project. Resurrecting Faith would still be required to submit a full and complete land use application for formal review and approval by the City prior to being able to

exercise the Option Agreement. The Option Agreement will, however, let Resurrecting Faith demonstrate site control and make them eligible for grant funding to help off-set the project's financial gap.

Mr. Anderson noted as part of Phase One in the Opportunity Site, Resurrecting Faith World Ministries plans to construct a single-story 26,500 square foot Conference Center with 24-hour childcare and wellness and barber suites. The project would require parkway construction as part of Alatus' project.

Mr. Anderson stated the Option Agreement provides Resurrecting Faith with exclusive rights and an option to purchase the property during the option period. The option period would go into effect at the signing of the agreement and remain in place until January 1, 2026. The applicant is required to apply for grant funding. There is an anticipated $750,000 from a main-street grant that requires the option agreement. Resurrecting Faith project has previously been identified with a land write down on the purchase price to $1, which will make the project financially feasible and allow it to be constructed within the Opportunity Site.

Commissioner Jerzak asked what would happen if Alatus weren't to move forward with building the infrastructure. If Alatus were to drop out, the City would be on the hook with the agreement through 2026. Mr. Anderson stated there will be no project if Alatus drops out. He added there haven't been any TIF or purchase agreements with Resurrecting Faith World Ministries, and the two parties could agree to cancel the contract if there were to be no infrastructure.

Commissioner Lawrence-Anderson asked if the non-profit would be paying taxes. Mr. Anderson stated the non-profit plans to utilize TIF which implies they would be paying taxes.

Commissioner Jerzak asked if the $9 million base was used to preserve the tax base. City Attorney Jason Hill stated he would have to speak with the attorney who drafted the agreement in order to answer the question.

Mr. Anderson stated his understanding is that the anticipated value will be in excess of $9 million.

Commissioner Kragness asked if the non-profit is tax exempt. Mr. Anderson stated they would have to apply for tax exemption. The financial model relies on TIF which requires the payment of taxes.

Commissioner Jerzak pointed out the $9 million assessment is based on the value on January 2, 2025.

Commissioner Butler moved and President Graves seconded to adopt EDA RESOLUTION NO. __, a resolution approving a Purchase Option Agreement with Resurrecting Faith World Ministries.

Motion passed unanimously.

## 5. ADJOURNMENT

Commissioner Lawrence-Anderson moved and Commissioner Jerzak seconded adjournment of the Economic Development Authority meeting at 8:15 p.m.

Motion passed unanimously.

# Economic Development Authority

DATE: 10/23/2023

TO: City Council
FROM: Dr. Reggie Edwards, City Manager
THROUGH: N/A
BY: Jesse Anderson, Community Development Director

SUBJECT: Resolution Approving Amended Promissory Note for the Loan to Phu Bia Produce Limited Liability Company from the EDA Revolving Loan Fund

**Requested Council Action:**

*- Motion to approve a resolution approving amended promissory note for the loan to Phu Bia Produce Limited Liability Company from the EDA revolving loan fund.*

**Background:**

1350B Shingle Creek Crossing was a vacant shell space the City constructed when the municipal liquor store was built. The intent of the shell space was to provide brick and mortar space for small business owners while maintaining commercial affordable in Brooklyn Center.

The EDA has approved a $70,000 commercial build out loan to Phu Bia Produce LLC with the condition of executing a lease agreement between Phu Bia Produce LLC and City of Brooklyn Center.

The project scope consisted of new flooring, painted walls, walk in cooler, a brand new bathroom.

Prior to Phu Bia, the shell space was empty and under-utilize.

City of Brooklyn Center is charging a base rate of fifteen dollars ($15) a square feet. Gross rent area is three thousand five hundred (3,500). Monthly rent collected from Phu Bia Produce LLC is four thousand three hundred and seventy five dollars ($4,375). Rent payment is due the first of each month. Rent payments were to start on August 1, 2022. In lieu of no build out allowance on the shell space, six and a half months were granted to Phu Bia Produce LLC in order to support cashflow and minimize start up expenses.

Phu Bia was not able to open according to schedule due to equipment availability at that time, contractor issues, limited knowledge of navigating health department and city process. Phu Bia recently received their certificate of occupancy and is now ordering products to their store. They've built out the empty shell space that the City owned and received a certificate of of occupancy. Without an operating business they have had a hard time paying rent and loan payments. Now that they are close to opening they anticipate being able to pay for their loan and lease going forward.

As of October 17, they owe $65,625 in back rent, $2,250 in late fees.
They did make a payment of $6,105 towards there loan. The past due balance on the loan is $6,956.40.

After recent discussion with Mai Y Lor, they have stated that they do not have the funds to pay the back rent

and past due loan payments. Also, she does not foresee the ability to add any additional monthly expenses in the near future. **Therefore, staff have prepared a resolution modifying the loan and lease in order to address the past due balance. If the items is approved they are to start making loan payments on November 1, 2023.**

Further, City staff spoke with the City Attorney regarding actions that could be taken if the Council would prefer to not amend the lease and loan. According to the City Attorney, the following are potential actions that the City could take if there was no amendment.

- The lessee is in default for not paying rent. The City would provide at least 15 days-notice of default, and if not cured, the City can declare the lease terminated.
- The notice should include notice that personal property, equipment and fixtures must also be removed without damaging the premises.
- The City can immediately take possession of the premises, including personal property, equipment and fixtures.
- The City can commence an eviction action if the tenant remains on the premises.
- The City can bring suit against the lessee for amounts owed.
- The City can immediately make the premises ready for a new tenant, which includes removal of personal property, equipment and fixtures.
- If the City has to commence legal action, the lessee may be required to pay the City's attorney's fees.

With regard to the note and loan agreement, the City Attorneys recommendation would be that the City move forward as follows:

- The borrower is charged a default interest rate of 10% and the entire principal amount outstanding, accrued interest and any other charges due are immediately due and payable, without notice, at the option of the EDA. The first action would be a demand letter to the borrower.
- The EDA has the right to take possession of the business equipment, as that is defined in the Uniform Commercial Code.
- The EDA can take other legal action to procure payment.
- The EDA can cancel the agreement.
- The EDA can pursue remedies under the Personal Guaranty or the Security Agreement, which includes pursuing the individual who executed the Personal Guaranty, assuming the business did not have sufficient assets, or taking possession of the equipment as collateral against the loan.

**Budget Issues:**

The lease and loan payments were not listed as anticipated revenue in the 2023 budgets.

**Inclusive Community Engagement:**

Business is woman and BIPOC owned.

**Antiracist/Equity Policy Effect:**

Business will be a contributor to Brooklyn Center healthy food ecosystem.

**Strategic Priorities and Values:**

Resident Economic Stability

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Resolution | 10/18/2023 | Resolution Letter |
| Amended Promissory Note | 10/18/2023 | Exhibit |
| Option Promissory Note | 10/18/2023 | Exhibit |

Commissioner_____introduced the following resolution and moved its adoption:

EDA RESOLUTION NO. 2023-_____

RESOLUTION APPROVING AMENDED PROMISSORY NOTE FOR THE LOAN TO PHU BIA PRODUCE LIMITED LIABILITY COMPANY FROM THE EDA REVOLVING LOAN FUND

WHEREAS, the Economic Development Authority of Brooklyn Center, Minnesota (the "EDA") previously approved a Revolving Loan Fund Program (the "Program"), which is administered by the EDA pursuant to its adopted policies, procedures, and guidelines; and

WHEREAS, Phu Bia Produce Limited Liability Company, a Minnesota limited liability company (the "Borrower"), submitted a Program application requesting assistance to help finance certain physical improvements to the building located at 1350 Shingle Creek Crossing, Brooklyn Center, Minnesota, including a walk-in cooler, restrooms, sidings and polishing of exiting concrete floor deemed necessary for the operation of a retail store used for produce distribution (the "Project"); and

WHEREAS, the EDA approved the request and entered into a Loan Agreement with the Borrower in accordance with the Program; and

WHEREAS, the load was secured by a Promissory Note, a Security Agreement from the Borrower and a Personal Guaranty from the owner of the Borrower; and

WHEREAS, in conjunction with the loan, on or about February 15, 2022, the Borrower and the City of Brooklyn Center entered into a Commercial Lease Agreement with regard to the Subject Property, which is owned by the City of Brooklyn Center; and

WHEREAS, the Borrower has experienced significant difficulties completing the renovation of the Subject Property and as a result, has been unable to commence retail operations on the Subject Property. The Borrower has represented to the EDA that retail operations will commence prior to the end of November 2023; and

WHEREAS, the Borrower has been unable to make rent payments, which were to commence on August 1, 2022, and has only made a total cumulative payment of $6,105 toward the payment obligations under the Loan Agreement and Promissory Note; and

WHEREAS, the Borrower has requested that the Promissory Note be amended to extend the maturity date of the loan, with the total number and amount of payments remaining the same, as well as the interest rate for the loan; and

WHEREAS, the EDA and the Borrower desire to amend the Promissory Note so that Lessee can complete the renovations and commence retail operations on the Subject Property and continue to meet its obligations under the Loan Agreement and Promissory Note.

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

1. The EDA hereby approves the Amended Promissory Note, attached hereto and incorporated herein as Exhibit A, in substantially the form presented to the Board, together with any related documents necessary in connection therewith, subject to modifications that do not alter the substance of the Amended Promissory Note and that are approved by the President and Executive Director. The execution of any related documents by those officials shall be conclusive evidence of their approval.

2. The approval hereby given to the Amended Promissory Note includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by legal counsel to the EDA and by the President and Executive Director; and said officers are hereby authorized to approve said changes on behalf of the EDA. The execution of any instrument by the appropriate officers of the EDA herein authorized shall be conclusive evidence of the approval of such document in accordance with the terms hereof. In the event of absence or disability of the officers, any of the documents authorized by this Resolution to be executed may be executed without further act or authorization of the Board by any duly designated acting official, or by such other officer or officers of the Board as, in the opinion of the City Attorney, may act in their behalf.

3. Upon execution and delivery of the Amended Promissory Note, the officers and employees of the EDA are hereby authorized and directed to take or cause to be taken such actions as may be necessary on behalf of the EDA to implement the Amended Promissory Note.

4. The Board hereby determines that the execution and performance of the Amended Promissory Note will help realize the public purposes of the Economic Development Authority Act.

_____ _____

Date President

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

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

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

**EXHIBIT A**
Amended Promissory Note

[attached hereto]

# AMENDED PROMISSORY NOTE

Date of Original Issue: February 15, 2022
Date of Amendment: _____, 2023

Amount: $70,000.00
Interest: 1.25%
Maturity: 84 months

FOR VALUE RECEIVED, the undersigned, Phu Bia Produce Limited Liability Company, a Minnesota limited liability company (the "Borrower"), jointly and severally promises to pay to the order of the Economic Development Authority of Brooklyn Center, a public body corporate and politic under the laws of Minnesota ("Lender"), at 6301 Shingle Creek Pkwy, Brooklyn Center, MN 55430, or such other place as the Lender or any other holder of this Amended Note may designate in writing, on or before _____ ("Maturity Date"), the principal sum of Seventy Thousand Dollars and 00/100 Dollars ($70,000.00), together with interest on any and all amounts remaining unpaid thereon from time to time from the date hereof (computed on the basis of actual days elapsed in a year of 360 days) at a fixed interest rate of 1.25 percent per annum.

This Amended Note amends that certain Promissory Note dated February 15, 2022, made by the Borrower to the Lender pursuant to a Loan Agreement between the Lender and Borrower, dated February 15, 2022, as amended by an Amendment thereto dated as of the date hereof (as so amended, the "Loan Agreement").

This Amended Note is made pursuant to the Loan Agreement between Borrower and Lender, as amended by an Amendment thereto dated as of the date hereof. The principal amount of this Amended Note shall be amortized over a seven (7) year period.

Based on the foregoing, the Borrower shall be obligated to make monthly installments (each a "Monthly Installment") in the amount of $870.76, which Monthly Installments shall commence on November 1, 2023 and continue on the first (1st) day of each and every month thereafter until the Maturity Date, when all outstanding principal and accrued but unpaid interest shall be payable in full.

This Amended Note is secured by, among other things, a Security Agreement (the "Security Agreement") given by the Borrower to the Lender and a Personal Guaranty made by Mai Y Lor to Lender, of which were made to Lender on February 15, 2022 (the "Security Documents"). All of the terms and conditions contained in the Security Documents which are to be kept and performed by the Borrower are hereby made a part of this Amended Note to the same extent and with the same force and effect as if they were fully set forth herein, and Borrower covenants and agrees to keep and perform them, or cause them to be kept and performed, strictly in accordance with their terms.

If the Lender, or any other holder of this Amended Note, has not received the full amount of any Monthly Installment provided for in this Amended Note, by the end of ten (10) calendar days after the date it is due, Borrower shall pay a late charge fee to the Lender, or any other holder of this Amended Note. The amount of the late charge fee shall be five percent (5.00%) of the overdue

Monthly Installment. The Borrower shall pay this late charge fee on demand, however, collection of the late charge fee shall not be deemed a waiver of the Lender's right to declare an Event of Default and exercise its rights and remedies as provided for in the Loan Agreement and the Security Documents.

Each Monthly Installment and other payments made under this Amended Note shall be applied as follows: (i) first, to be applied against and pay interest which has accrued and remains unpaid on the date the payment is received; then (ii) to be applied against and pay unpaid late charges and any other charges, including attorneys' fees and protective advances; and then (iii) all remaining amounts, if any, shall be applied against and reduce the then outstanding principal balance of this Amended Note.

If an Event of Default shall occur hereunder or under the Loan Agreement or any Security Document and any cure period provided for in the Loan Agreement or such Security Document has expired, the Borrower agrees to pay a default rate of interest equal to ten percent (10.00%) per annum as the applicable interest rate of this Amended Note, and the entire principal amount outstanding, accrued interest and any other charges due hereon shall at once become due and payable at the option of the Lender or the holder hereof. Any failure of the Lender to exercise its right to increase the interest rate by the default rate of interest set forth above or its option to accelerate this Amended Note at any time shall not constitute a waiver of the right to exercise the same right to increase the interest rate or accelerate at any subsequent time. Notwithstanding anything contained herein to the contrary, the default rate of interest hereon shall never exceed the highest rate permitted by law.

The Borrower may prepay the principal under this Amended Note at any time and from time to time, in whole or in part, without premium or penalty. No partial prepayment shall postpone the due date of any Monthly Installment or reduce the amount of any such Monthly Installment unless the Lender agrees otherwise in writing.

All sums payable to the Lender under this Amended Note shall be paid in immediately available funds.

The Borrower promises to pay all costs in connection with the enforcement of this Amended Note, including but not limited to, those costs, expenses and attorneys' fees of Lender whether or not suit is filed with respect thereto and whether or not such cost or expense is paid or incurred or to be paid or incurred prior to or after the entry of judgment or for the pursuance of, or defense of, any litigation, appellate, bankruptcy or insolvency proceeding.

Presentment, notice of dishonor and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. This Amended Note shall be binding upon the Borrower, its successors and assigns.

The remedies of Lender, as provided herein and in the Loan Agreement and the Security Documents, shall be cumulative and concurrent and may be pursued singly, successively or together, at the sole discretion of Lender, and may be exercised as often as occasion therefor shall occur; and the failure to exercise any such right or remedy shall in no event be construed as a waiver

or release thereof.

Time is of the essence hereof.

This Amended Note shall be governed by and be construed under the laws of the State of Minnesota, without regard to principles of conflicts of law.

[Signature Page Follows]

**IN WITNESS WHEREOF,** the undersigned has caused this Note to be effective as of the day and year first above written.

PHU BIA PRODUCE LIMITED LIABILITY COMPANY:

By: _____

Name: _____
Its: Chief Manager

# LOAN AGREEMENT
# CITY OF BROOKLYN CENTER REVOLVING LOAN FUND PROGRAM

THIS LOAN AGREEMENT ("Agreement") is made effective as February 15 2022, by and between Phu Bia Produce Limited Liability Company, a Minnesota limited liability company ("Borrower"), and the Economic Development Authority of Brooklyn Center, a public body corporate and politic under the laws of Minnesota ("Lender").

## RECITALS

A. Borrower has applied to Lender for a Revolving Loan Fund Program loan to assist with the costs of renovation and furnishing of certain equipment to be located at 1350 Shingle Creek Crossing, Brooklyn Center, Minnesota (the "Property") in the principal amount of $70,000.00.

B. Lender is willing to make such loan to Borrower in the principal amount of $70,000.00 (the "Loan"), subject to all of the terms and conditions of this Agreement.

C. Contemporaneously with the execution hereof, Borrower is delivering to Lender the following security documents:

(i) A Promissory Note ("Note") effective as of the date herewith made by Borrower and payable by the Borrower to the order of Lender, in the original principal amount of $70,000.00; and

(ii) A Security Agreement securing the Note ("Security Agreement"). The Security Agreement is of even date herewith, is executed by the Borrower, in favor of the Lender, as secured party, and provides a security interest in certain equipment (the "Equipment").

(iii) The personal guaranty of Mai Y Lor, Chief Manager of Borrower, Phu Bia Produce Limited Liability Company (the "Personal Guaranty").

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, it is hereby agreed as follows:

1. Amount and Purpose of Loan. Borrower agrees to take and Lender agrees to make the Loan, to be advanced in a single disbursement as hereinafter provided, and evidenced by the Note and secured by the Security Agreement, the Personal Guaranty and any other security document required under this Agreement. The Loan proceeds will be used to help finance certain physical improvements to the Property, including a walk-in cooler, restrooms, sidings and polishing of exiting concrete floor deemed necessary for the operation of a retail store used for produce distribution. Subject to the prepayment provisions set forth in the Note, the Borrower agrees to repay the Loan by making all payments of principal, interest and any premium, penalty or charge that are required to be made under the Note at the times and in the amounts provided therein.

2. Equipment and Security Interest. The Security Agreement provides Lender with a security interest in all equipment now owned or hereafter acquired by the Borrower that is located at the Borrower's place of business at 1350 Shingle Creek Crossing, Brooklyn Center, Minnesota, and all proceeds from any sale or other disposition of such equipment. The Borrower hereby consents to the Lender recording a UCC-1 Filing Statement with respect to all such Equipment.

3. Documents to be Delivered. Borrower covenants and agrees to immediately cause the compliance with the following conditions:

(a) Note. Deliver to Lender the Note.

(b) Security Agreement. Deliver to Lender the Security Agreement, together with evidence that a UCC-1 Financing Statement has been or will be duly filed for record.

(c) Personal Guaranty. Deliver to Lender the Personal Guaranty.

(d) Organizational Documents and Resolutions. Deliver to Lender copies of the following documents, if applicable: (i) articles of incorporation for the Borrower certified by the Minnesota Secretary of State, (ii) a certificate of good standing for the Borrower issued by the Minnesota Secretary of State; (iii) bylaws for the Borrower; and (iv) certified resolutions of the Borrower authorizing the execution and delivery of this Agreement, the Note and any other document to be executed by Borrower pursuant to this Agreement.

(e) Insurance. Deliver to Lender: (i) a certificate or policy for all insurance required, under the terms hereof to be maintained by Borrower; and (ii) evidence that no part of the Property is located in an area designated as being a flood plain or flood hazard area as defined by the Flood Hazard Boundary Map published by the Federal Insurance Administration.

(f) Compliance with Laws, Etc. Deliver to Lender such evidence as Lender may require as to the compliance of the Property with: (i) all applicable laws, codes, rules, regulations and ordinances, including, without limitation, those relative to environmental protection, protection of wetlands, building and zoning matters and the Americans with Disabilities Act; and (ii) the requirements of any restrictive covenants, conditions and restrictions; conditional use permit or planned unit development applicable to the Property.

(g) Lease. Deliver to Lender a copy of the lease agreement for the use of the Property by the Borrower, executed no later than the date of this Agreement (the "Lease").

Lender may waive any of the above requirements in its sole discretion.

4. Disbursement of Loan. Upon receipt by Lender of all of the items required pursuant to Section 3 above in the form and condition required therein, Lender agrees to disburse the Loan proceeds to Borrower.

5. Access to Property. Lender and its respective representatives shall have at all reasonable times the right to enter and have free access to the Property and the right to inspect the Property and Equipment.

6. Books and Records. Borrower agrees to maintain accurate and complete books, accounts and records in regard to the Equipment in a manner reasonably acceptable to Lender. At Lender's request, the Borrower shall furnish all such books, accounts and records to the Lender's municipal or financial advisor as reasonably demanded. The Lender's municipal advisor or financial advisor shall have the right to inspect, examine and copy all such books, accounts and records. The Borrower will not be required to provide their books, accounts and records directly to the Lender. At the time of Lender's request of Borrower's books, accounts and records, the Borrower, Lender, and municipal or financial advisor shall enter into a non-disclosure agreement regarding the use and confidentiality of such information. The Borrower shall pay all costs associated with any analysis undertaken by the Lender's municipal or financial advisor and all costs and attorneys' fees with respect to the drafting and negotiation of any non-disclosure agreement.

7. Time of Essence. Time is of the essence in the performance of this Agreement.

8. Assignability. The Borrower shall not assign this Agreement without written consent of Lender, which consent may be withheld, conditioned or delayed in Lender's sole discretion. Lender may freely assign or otherwise transfer (including by participation) all or any part of its interest in the Loan or any or all of the Loan documents, in Lender's sole discretion.

9. Miscellaneous Covenants of Borrower. Borrower covenants and agrees with Lender that, without cost to Lender, Borrower will:

(a) Performance of Conditions. Promptly keep, perform and comply with all of the terms, covenants and conditions to be kept and performed by Borrower, as required by Lender, the City of Brooklyn Center ("City") and any other governmental body having jurisdiction over the Property; keep unimpaired the rights of Borrower under any permit or agreement issued or made by the Lender, City or other governmental body having jurisdiction over the Property; and enforce the prompt performance of all of the terms, covenants and conditions to be kept and performed by the Lender, City or any other governmental body having jurisdiction over the Property, respectively, under any permits or agreements issued or made by Lender, City or such other governmental bodies, and any contractors under all contracts obtained or held by Borrower in connection with construction or operation of the Borrower's businesses.

(b) Amendment, Etc. of Documents. Not amend, cancel, terminate, supplement or waive any of the material terms, covenants and conditions of any permit or agreement issued or made by Lender, City or any other governmental body having jurisdiction over the Property, or any other contracts obtained or held by Borrower in connection with any

contracts, documents or agreements referred to herein without the prior written approval of Lender.

(c) Performance of Note, Security Agreement, etc. Without limiting the foregoing, keep and perform all of the terms, covenants, conditions and requirements of the Note, the Security Agreement, and this Agreement.

(d) Insurance. During the term of this Agreement, Borrower shall procure and maintain or cause to be procured and maintained at its sole expense, casualty insurance, public liability insurance and such other types of insurance as are reasonably required by Lender from time to time, with coverages and in amounts normally held by owners of property similar to the Property (as improved) and with companies satisfactory to Lender. The policy or policies or duly executed certificate or certificates for such insurance and renewals or replacements thereof shall be deposited with Lender. Lender and City shall be named as additional insureds on Borrower's liability insurance policies.

(e) Default Notices. Provide Lender with a copy of any default notice received by the Borrower pursuant to any documents related to any financing secured by the Property or the Equipment (to the extent that such notice is sent by a party other than Lender), promptly after receipt of the same.

(f) Continual Operation. At all times while any portion of the Loan remains outstanding, Borrower will: (i) maintain its status as a for-profit entity; and (ii) operate its business from the Property in a first class manner.

(g) Title to Equipment. Borrower represents that it owns or will own all of the Equipment "free and clear," that Lender will have a lien in the Equipment, as defined in the Security Agreement, and that no other party has any right, title or interest in the Equipment.

10. Warranties. Borrower represents and warrants to Lender the following:

(a) The Borrower is a company duly formed, validly existing and in good standing under the laws of the State of Minnesota and as of the date of this Agreement, is able to adequately perform all of its obligations as required under this Agreement.

(b) The making and performance of this Agreement and the execution and delivery of the Note and any other instrument required hereunder are within the powers of the Borrower and have been duly authorized by all necessary corporate action on the part of the Borrower. This Agreement and the Note and any other instruments required hereunder have been duly executed and delivered and are the legal, valid and binding obligations of the Borrower, legally enforceable against it.

(c) The execution and delivery of the Security Agreement are within the powers of Borrower and has been duly authorized by all necessary action on the part of Borrower.

The Security Agreement has been duly executed and delivered and is the legal, valid and binding obligation of Borrower and enforceable in accordance with its respective terms.

(d) No litigation, tax claims or governmental proceedings are pending or threatened against the Borrower or the Property, and no judgment or order of any court or administrative agency is outstanding against the Borrower or the Property which would have a material adverse effect on Borrower or the Property.

(e) Borrower has filed all tax returns (federal and state) required to be filed for all prior years and paid all taxes shown thereon to be due, including interest and penalties. Borrower will file all such returns and pay all such taxes for the current and future years.

(f) All information, financial or other, which has been submitted by Borrower and the personal guarantor in connection with the Loan is true, accurate and complete in all material respects.

11. Indemnification. Borrower agrees to indemnify Lender and City and save them harmless against all loss, liability, expense, or damages including but not limited to attorneys' fees, which may arise by reason of the assertion of any lien against the Property.

12. Defaults. Each of the following shall constitute an Event of Default:

(a) If Borrower abandons the Property.

(b) Bankruptcy, reorganization, assignment, insolvency or liquidation proceedings, or other proceedings for relief under any applicable bankruptcy law or other law for relief of debtors are instituted by or against the Borrower and, if such proceedings are instituted against the Borrower, an order, judgment or decree, without the consent of Borrower appointing a trustee or receiver for the Borrower or any part of its property or approving a petition under the bankruptcy laws of the United States or any similar laws of any state or other competent jurisdiction, shall have remained in force undischarged or unstayed for a period of 30 days.

(c) Any judgment, attachment, garnishment or other similar process is entered against either of the Borrower or against any property or assets the Borrower and is not released, satisfied or discharged or bonded to Lender's satisfaction within 30 days of entry.

(d) Any of the terms, covenants or conditions of any permit or other agreement issued or made by Lender, City or other governmental body having jurisdiction over the Property are not complied with within the time required thereby or are terminated or modified by Lender, City or such other governmental body and Borrower has not taken the necessary steps to correct or cure the same within 30 days after written notice is given by Lender.

(e) Any mechanic's or material supplier's lien is filed, against the Property and is not released, satisfied or discharged or bonded to Lender's satisfaction, subject, however,

to any right to contest the same in accordance with the provisions of the Security Agreement.

(f) If Borrower: (i) fails to pay when due any amount due under this Agreement, the Note, or any other documents listed in Section 3; (ii) fails to perform any other obligation to be performed under this Agreement, the Note, the Security Agreement, or any other document executed by Borrower pursuant to this Agreement; or (iii) fails to pay any amount or perform any obligation under any other note, or other agreement now or hereafter made by Borrower in favor of or with Lender or otherwise now or hereafter held by Lender, and such failure continues beyond any applicable cure period.

(g) If Borrower fails to timely provide Lender any information necessary for Lender to perfect its security interest in the Equipment.

(h) Any representation or warranty by Borrower contained herein or in the Note, the Security Agreement, or any other instrument required hereunder is false or untrue in any material respect when made.

(i) A default under the Personal Guaranty or the Security Agreement beyond any applicable notice and cure period.

Upon the occurrence of an Event of Default, Lender, at its option, shall, in addition to any other remedies which it might be entitled to by law, have the right to:

(a) Take possession of the Equipment;

(b) Perform such other acts or deeds which reasonably may be necessary to cure any default existing under this Agreement, and to this end, it is hereby agreed as follows:

(i) All sums expended by Lender in effectuating its rights under subparagraphs (ii) and (iii) of this subsection shall be deemed to have been advanced under this Agreement and to be secured by the Security Agreement and any other security document required under this Agreement as security for the Loan.

(ii) Borrower hereby constitutes and appoints Lender its true and lawful attorney-in-fact with full power of substitution either in the name of Lender or in the name of Borrower or in the name of both, for the following purposes: (A) to prosecute and defend all actions or proceedings in connection with the Property or the Equipment and do any and every act which Borrower might do in their own behalf; (B) to perform each of the terms, covenants and conditions to be kept and performed by Borrower under any contracts and/or leases obtained or held by Borrower in connection with the operation of the Property and any other contracts; (C) without limiting the foregoing, to perform each of the terms, covenants and conditions to be kept or performed

by Borrower under this Agreement, the Security Agreement, and any other instrument required under this Agreement; and (D) to do all things that Lender reasonably deems necessary or advisable for the purpose of carrying out the powers enumerated in (A), (B), (C) and (D) of this subparagraph (ii);

(iii) The powers herein granted Lender shall be deemed to be powers coupled with an interest and the same are irrevocable until such time as the Note is paid in full;

(c) Cancel this Agreement;

(d) Bring appropriate action to enforce such performance and the correction of such Event of Default;

(e) Declare the entire unpaid principal of the Note and all accrued interest thereon immediately due and payable without notice;

(f) Exercise any remedies under the Personal Guaranty or the Security Agreement, foreclose any other security instrument referred to in this Agreement and/or exercise any other rights or remedies it may have under the Personal Guaranty, the Security Agreement and any other security instruments.

16. Default under Note and Security Agreement. The failure by Borrower to keep or perform any of the terms, covenants and conditions to be kept or performed under this Agreement shall constitute a default under the Note, the Security Agreement, and any other security instrument held by Lender in connection with the Loan.

17. Notices. Any notices given hereunder shall be in writing and shall be deemed to have been given when delivered personally or three (3) days after deposited in the United States mail, registered, postage prepaid, addressed as follows:

If to the Borrower:

Phu Bia Produce Limited Liability Company
1350 Shingle Creek Crossing
Brooklyn Center, MN 55430
Attention: Mai Y Lor

If to Lender:

Economic Development Authority of Brooklyn Center, Minnesota
6301 Shingle Creek Pkwy
Brooklyn Center, MN 55430
Attn: Executive Director

or addressed to any such party at such other address as such party shall hereafter furnish by notice to the other party. Any notice delivered personally to Borrower shall be delivered to an officer of Borrower, and any notice delivered personally to Lender shall be delivered to an officer of Lender at the address for Lender for the mailing of notices. Either party may change its address for the giving of notices by giving the other party at least ten (10) days' notice in the manner provided above.

18. Headings. The headings used in this Agreement are for convenience only and do not define, limit or construe the contents of this Agreement.

19. Bindings on Successors and Assigns. Subject to the limitations on transfer contained in this Agreement, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Minnesota, without giving effect to any choice or conflict of law provision or rule.

21. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be an original and all of which shall constitute the same agreement.

22. Entire Agreement. This Agreement, the Note, the Security Agreement and the other documents executed by Borrower and/or Lender pursuant to this Agreement contain the entire agreement between the parties with respect to the subject matter hereof and supersede all prior understandings and agreements, both oral and written. This Agreement may be amended only in a writing signed by the parties hereto.

23. Fees and Expenses. Borrower agrees to pay to Lender immediately upon demand all costs and expenses, including, without limitation, all attorneys' fees, incurred by Lender in connection with the enforcement of the Lender's rights and/or the collection of any amounts which become due to Lender under this Agreement, the Note, the Security Agreement or the other documents executed in connection herewith; and the prosecution or defense of any action in any way related to this Agreement, the Note, the Security Agreement or the other documents executed in connection herewith.

24. Business Subsidies Act. This Agreement does not constitute a business subsidy pursuant to the provisions of Minnesota Statutes, Sections 116J.993 to 116J.995 (the "Business Subsidies Act").

**[signature page follows]**

**Signature Page to Loan Agreement**

IN TESTIMONY WHEREOF, each of the parties hereto has caused these presents to be effective as of the day and year first above written.

Alix Bentrud
Ramsey Co
2/15/2022

ALIX JOAN BENTRUD
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2024

PHU BIA PRODUCE LIMITED LIABILITY COMPANY:

By: Owner

Name: Mai Yia Lor
Its: Chief Manager

ECONOMIC DEVELOPMENT AUTHORITY OF BROOKLYN ~~CENTER~~

By: _____

Name: Michael Elliott
Its: President

By: _____

Name: Rebecca Edwards
Its: Executive Director

# Phu Bia Produce

| | Enter values |
|---|---|
| Loan amount | $ 70,000.00 |
| Annual interest rate | 1.25% |
| Loan period in years | 7 |
| Start date of loan | 8/1/2022 |

| | |
|---|---|
| Monthly payment | $ 870.76 |
| Number of payments | 84 |
| Total interest | $ 3,143.58 |
| Total cost of loan | $ 73,143.58 |

| No. | Payment Date | Beginning Balance | Payment | Principal | Interest | Ending Balance |
|---|---|---|---|---|---|---|
| 1 | 9/1/2022 | $ 70,000.00 | $ 870.76 | $ 797.84 | $ 72.92 | $ 69,202.16 |
| 2 | 10/1/2022 | $ 69,202.16 | $ 870.76 | $ 798.67 | $ 72.09 | $ 68,403.49 |
| 3 | 11/1/2022 | $ 68,403.49 | $ 870.76 | $ 799.50 | $ 71.25 | $ 67,603.99 |
| 4 | 12/1/2022 | $ 67,603.99 | $ 870.76 | $ 800.34 | $ 70.42 | $ 66,803.65 |
| 5 | 1/1/2023 | $ 66,803.65 | $ 870.76 | $ 801.17 | $ 69.59 | $ 66,002.48 |
| 6 | 2/1/2023 | $ 66,002.48 | $ 870.76 | $ 802.00 | $ 68.75 | $ 65,200.47 |
| 7 | 3/1/2023 | $ 65,200.47 | $ 870.76 | $ 802.84 | $ 67.92 | $ 64,397.63 |
| 8 | 4/1/2023 | $ 64,397.63 | $ 870.76 | $ 803.68 | $ 67.08 | $ 63,593.96 |
| 9 | 5/1/2023 | $ 63,593.96 | $ 870.76 | $ 804.51 | $ 66.24 | $ 62,789.45 |
| 10 | 6/1/2023 | $ 62,789.45 | $ 870.76 | $ 805.35 | $ 65.41 | $ 61,984.09 |
| 11 | 7/1/2023 | $ 61,984.09 | $ 870.76 | $ 806.19 | $ 64.57 | $ 61,177.90 |
| 12 | 8/1/2023 | $ 61,177.90 | $ 870.76 | $ 807.03 | $ 63.73 | $ 60,370.87 |
| 13 | 9/1/2023 | $ 60,370.87 | $ 870.76 | $ 807.87 | $ 62.89 | $ 59,563.00 |
| 14 | 10/1/2023 | $ 59,563.00 | $ 870.76 | $ 808.71 | $ 62.04 | $ 58,754.29 |
| 15 | 11/1/2023 | $ 58,754.29 | $ 870.76 | $ 809.55 | $ 61.20 | $ 57,944.74 |
| 16 | 12/1/2023 | $ 57,944.74 | $ 870.76 | $ 810.40 | $ 60.36 | $ 57,134.34 |
| 17 | 1/1/2024 | $ 57,134.34 | $ 870.76 | $ 811.24 | $ 59.51 | $ 56,323.10 |
| 18 | 2/1/2024 | $ 56,323.10 | $ 870.76 | $ 812.09 | $ 58.67 | $ 55,511.01 |
| 19 | 3/1/2024 | $ 55,511.01 | $ 870.76 | $ 812.93 | $ 57.82 | $ 54,698.08 |
| 20 | 4/1/2024 | $ 54,698.08 | $ 870.76 | $ 813.78 | $ 56.98 | $ 53,884.30 |
| 21 | 5/1/2024 | $ 53,884.30 | $ 870.76 | $ 814.63 | $ 56.13 | $ 53,069.67 |
| 22 | 6/1/2024 | $ 53,069.67 | $ 870.76 | $ 815.48 | $ 55.28 | $ 52,254.19 |
| 23 | 7/1/2024 | $ 52,254.19 | $ 870.76 | $ 816.33 | $ 54.43 | $ 51,437.87 |
| 24 | 8/1/2024 | $ 51,437.87 | $ 870.76 | $ 817.18 | $ 53.58 | $ 50,620.69 |
| 25 | 9/1/2024 | $ 50,620.69 | $ 870.76 | $ 818.03 | $ 52.73 | $ 49,802.67 |
| 26 | 10/1/2024 | $ 49,802.67 | $ 870.76 | $ 818.88 | $ 51.88 | $ 48,983.79 |
| 27 | 11/1/2024 | $ 48,983.79 | $ 870.76 | $ 819.73 | $ 51.02 | $ 48,164.05 |

| No. | Payment Date | Beginning Balance | Payment | Principal | Interest | Ending Balance |
|---|---|---|---|---|---|---|
| 67 | 3/1/2028 | $ 15,519.59 | $ 870.76 | $ 854.59 | $ 16.17 | $ 14,665.00 |
| 68 | 4/1/2028 | $ 14,665.00 | $ 870.76 | $ 855.48 | $ 15.28 | $ 13,809.52 |
| 69 | 5/1/2028 | $ 13,809.52 | $ 870.76 | $ 856.37 | $ 14.38 | $ 12,953.15 |
| 70 | 6/1/2028 | $ 12,953.15 | $ 870.76 | $ 857.26 | $ 13.49 | $ 12,095.89 |
| 71 | 7/1/2028 | $ 12,095.89 | $ 870.76 | $ 858.16 | $ 12.60 | $ 11,237.73 |
| 72 | 8/1/2028 | $ 11,237.73 | $ 870.76 | $ 859.05 | $ 11.71 | $ 10,378.68 |
| 73 | 9/1/2028 | $ 10,378.68 | $ 870.76 | $ 859.95 | $ 10.81 | $ 9,518.73 |
| 74 | 10/1/2028 | $ 9,518.73 | $ 870.76 | $ 860.84 | $ 9.92 | $ 8,657.89 |
| 75 | 11/1/2028 | $ 8,657.89 | $ 870.76 | $ 861.74 | $ 9.02 | $ 7,796.15 |
| 76 | 12/1/2028 | $ 7,796.15 | $ 870.76 | $ 862.64 | $ 8.12 | $ 6,933.52 |
| 77 | 1/1/2029 | $ 6,933.52 | $ 870.76 | $ 863.53 | $ 7.22 | $ 6,069.98 |
| 78 | 2/1/2029 | $ 6,069.98 | $ 870.76 | $ 864.43 | $ 6.32 | $ 5,205.55 |
| 79 | 3/1/2029 | $ 5,205.55 | $ 870.76 | $ 865.33 | $ 5.42 | $ 4,340.21 |
| 80 | 4/1/2029 | $ 4,340.21 | $ 870.76 | $ 866.24 | $ 4.52 | $ 3,473.98 |
| 81 | 5/1/2029 | $ 3,473.98 | $ 870.76 | $ 867.14 | $ 3.62 | $ 2,606.84 |
| 82 | 6/1/2029 | $ 2,606.84 | $ 870.76 | $ 868.04 | $ 2.72 | $ 1,738.80 |
| 83 | 7/1/2029 | $ 1,738.80 | $ 870.76 | $ 868.95 | $ 1.81 | $ 869.85 |
| 84 | 8/1/2029 | $ 869.85 | $ 870.76 | $ 869.85 | $ 0.91 | $ (0.00) |

**Council/EDA Work Session**
City Hall Council Chambers
October 23, 2023

# AGENDA

## ACTIVE DISCUSSION ITEMS

1. Random Acts of Kindness

   *- There is no action requested for this agenda item. Staff will present to Council the the annual Random Acts of Kindness 2023 Celebration agenda.*

## PENDING LIST FOR FUTURE WORK SESSIONS

1. Upcoming Items
   - Fire Truck Replacement - 11/13
   - Memorial Policy
   - Special Assessment Policy/Franchise Fees *(referred to Financial Commission)*
   - Beautification and Public Art Commission
   - Liquor Store 2
   - Organizational Chart-Budget work sessions
   - New and Repeat Type IV Rental License Review *(referred to Housing Commission)*
   - Food Truck Ordinance/License
   - Emerald Ash Borer Policy Review (*referred to Park & Rec Commission November)*
   - Opioid Settlement
   - ARPA Funds
   - Grants: Revenues & Expenses
   - Purchasing Policy
   - Interveners Impact
   - Revisit Resolution 2021-73

# Council/EDA Work Session

DATE: 10/23/2023

TO: City Council
FROM: Dr. Reggie Edwards, City Manager
THROUGH: N/A
BY: LaToya Turk, Director of Community, Prevention, Health & Safety

SUBJECT: Random Acts of Kindness

**Requested Council Action:**

*- There is no action requested for this agenda item. Staff will present to Council the the annual Random Acts of Kindness 2023 Celebration agenda.*

**Background:**

The City has celebrated Random Acts of Kindness since 1997. Random Acts of Kindness is a recognition of residents and groups who perform act of kindness that help make our community a wonderful place to live and work.

All nominees are recognized by the City Council at a regular council meeting and presented a certificate. As well as an opportunity to be applauded by family and community during a celebration on Saturday November 18th, 2023 at the City of Brooklyn Center Community Center-Constitutional Hall from 12p-3pm.

Staff will present the agenda or plan of events for this years' Random Acts of Kindness.

**Budget Issues:**

**Antiracist/Equity Policy Effect:**

**Strategic Priorities and Values:**

Enhanced Community Image, Inclusive Community Engagement, Safe, Secure, Stable Community, Customer Intimacy

# Council/EDA Work Session

DATE: 10/23/2023

TO: City Council
FROM: Dr. Reggie Edwards, City Manager
THROUGH: N/A
BY: Dr. Reggie Edwards, City Manager

SUBJECT: Upcoming Items

**Requested Council Action:**

- Fire Truck Replacement - 11/13
- Memorial Policy
- Special Assessment Policy/Franchise Fees *(referred to Financial Commission)*
- Beautification and Public Art Commission
- Liquor Store 2
- Organizational Chart-Budget work sessions
- New and Repeat Type IV Rental License Review *(referred to Housing Commission)*
- Food Truck Ordinance/License
- Emerald Ash Borer Policy Review (*referred to Park & Rec Commission November)*
- Opioid Settlement
- ARPA Funds
- Grants: Revenues & Expenses
- Purchasing Policy
- Interveners Impact
- Revisit Resolution 2021-73

**Background:**

**Budget Issues:**

**Antiracist/Equity Policy Effect:**

**Strategic Priorities and Values:**