CITY OF BLOOMINGTON MINNESOTA

City Council
AGENDA

CITY COUNCIL BUSINESS MEETING
MONDAY, APRIL 6, 2020
COUNCIL CHAMBERS/WebEx
BLOOMINGTON CIVIC PLAZA
1800 W. OLD SHAKOPEE RD.
BLOOMINGTON, MN 55431
7:00 PM

Mayor: Tim Busse

Councilmembers: Jenna Carter, Jack Baloga, Dwayne Lowman, Patrick Martin, Shawn Nelson, Nathan Coulter

NOTICE: Some or all members of the Bloomington City Council will participate in the April 6, 2020 City Council meeting by telephone rather than by being personally present at the City Council's regular meeting place at the Council Chambers at Civic Plaza, 1800 West Old Shakopee Road in Bloomington. Members of the public can listen to the council meeting by calling 1-415-655-0001, Access code: 282 481 690 at the start of the meeting (7:00 p.m.), watching online at blm.mn/btv-live or live on the City's YouTube channel blm.mn/youtube or watching channel 14 (SD) or 859 (HD) on Comcast cable. A member of the public that desires to submit testimony or comment on an agenda item may do so by sending an email to admincm@bloomingtonmn.gov, by leaving your testimony by voicemail at 952-563-4695, or by requesting a unique participant ID at councilmeeting@bloomingtonmn.gov to participate live during the public hearing for that agenda item. To ensure City staff have adequate time to disseminate your email or voicemail testimony to the City Council or to process your request for live participation, please submit it by **noon on April 6, 2020** and be sure to include the name of the specific agenda item.

1. GREETING TO COUNCIL

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

2. CALL TO ORDER

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

5. INTRODUCTORY

5.1 COVID-19 Organization and Public Health Update
5.2 Public Health Week Proclamation
5.3 Volunteer Recognition Week Proclamation

6. CONSENT BUSINESS

The following items are considered to be routine by the City Council and will be acted on by one motion. There will be no separate discussion of these items unless a Councilmember so requests, in which event the item will be removed from the consent agenda and considered at the end of Consent Business or at another stated time on the agenda as determined by the City Council. If you desire to have an item removed from the consent agenda, then please alert the Council Secretary prior to the start of the City Council meeting. The Council Secretary will notify the City Council of a request to remove an item from the consent agenda.

6.1 Resolution to Accept Donations

6.2 Rehbein Agricultural Services – Spent Lime Removal - Approve Amendment

6.3 Sourcewell Membership Agreement

6.4 The Alliance, Inc. DBA ALLiiANCE - Approve Amendment

6.5 Award PMP Street Maintenance Project Contract (2020-102)

6.6 Award Bridge Preservation Project Consultant Contract (2021-802)

6.7 Authorize Entry Into Statewide Public Works Mutual Aid Pact

6.8 Memorandum of Understanding (Termination of Current and Approval of New) - CornerHouse Interagency Agreement

6.9 Resolution to Temporarily Suspend Imposition of Late Fees for Utility Bills

6.10 2020 Legislative Policy Modification

6.11 Amendment to the 2020 City Council Calendar

6.12 Meeting Minutes City Council - Approval

7. PUBLIC COMMENT PERIOD

The Public Comment Period is reserved for comments on matters not on this agenda. To address the Council on an item not on the agenda, please approach the podium, clearly state your name, and after you have spoken, please sign the roster so the City can accurately include your comments in the official meeting minutes. The Public Comment Period will be limited to 20 minutes. Individuals should limit their comments to 5 minutes. Questions from the Council will be for clarification only. The Public Comment Period will not be used as a time for problem solving or reacting to comments, but rather for hearing the individual. The Council will not enter into a dialogue with individuals.

7.1 Response to Prior Meeting's Public Comments
7.2 Public Comment Period

8. HEARINGS, RESOLUTIONS, AND ORDINANCES

To address the Council on an item, please approach the podium, clearly state your name, and after you have spoken, please sign the roster so the City can accurately include your comments in the official meeting minutes.

8.1 Extension of Local Emergency to June 30, 2020

8.2 New On-Sale Intoxicating Liquor License Application – Embassy Suites

8.3 New On-Sale Intoxicating Liquor License Application – Cadillac Ranch

8.4 New Therapeutic Massage Enterprise License – Dynamic Rolfing

8.5 New Therapeutic Massage Enterprise License Application – New Dragon

8.6 Vacation of Public Drainage, Utility, Sidewalk, and Bikeway Easements located at 8050 Morgan Circle (PL201900219)

8.7 Park N Fly Development - 3700 American Blvd. E.

8.8 SkyWater Sanitary Sewer Project (City Project 2020-503)

8.9 City Code Amendments and Rezoning - Bluff Standards

8.10 Ordinance related to Access for Census Workers to Residential Housing

8.11 Type II Preliminary and Final Plat of U-HAUL 2ND ADDITION (PL202000047)

8.12 Public Hearing: Approve 2020-2021 Community Development Block Grant (CDBG) Action Plan and 2020-2024 CDBG Consolidated Plan

9. ORGANIZATIONAL BUSINESS

9.1 Residential Solid Waste Collection Resolution Authorizing Terms for Renewal

9.2 City Council Policy & Issue Update

10. ADJOURNMENT

View regular meetings live or via archive at blm.mn/meetings. Catch the replay on Comcast cable by tuning to Bloomington TV channels 14(SD) and 859(HD) the Wednesday after a meeting at 7:00 p.m. and the following Thursday at 1:00 a.m., 7:00 a.m. and 1:00 p.m.

BloomingtonMN.gov: A yearly meeting schedule, agendas, and the official minutes once approved are available. If you require a reasonable accommodation, please call 952-563-8733 (MN Relay 711) as soon as possible, but no later than 9:00 a.m. one business day before the meeting day.

CITY OF
BLOOMINGTON
MINNESOTA

Request for Council Action

Originator	Item
Public Health	**COVID-19 Organization and Public Health Update**
Agenda Section INTRODUCTORY	Date April 6, 2020

Requested Action:

No action to be taken. Item is for informational purposes.

Item created by: Denise Christenson, Public Health
Item presented by: Dr. Nick Kelley, Assistant Public Health Administrator

Description:

Dr. Nick Kelley will provide an update on the latest information related to the COVID-19 pandemic.

CITY OF BLOOMINGTON MINNESOTA

Request for Council Action

Originator	Item
Public Health	**Public Health Week Proclamation**
Agenda Section INTRODUCTORY	Date April 6, 2020

Requested Action:

The Mayor is asked to read the Proclamation.

Item created by: Nancy Tadros, Public Health
Item presented by: Tim Busse, Mayor

Description:

April 6 - 12, 2020 is National Public Health Week (NPHW) in the United States. This year's theme is "NPHW @ 25: Looking Back, Moving Forward."

The City will proclaim April 6 - 12, 2020 as Public Health Week in Bloomington.

Attachments:

2020 Public Health Week Proclamation
2020 Public Health Week Proclamation Memo

City of Bloomington
Public Health Division

Proclamation

PUBLIC HEALTH WEEK

WHEREAS, the week of April 6-12, 2020 is National Public Health Week in the United States and the theme is "National Public Health Week @ 25: Looking Back, Moving Forward;" and

WHEREAS, it is important to build a nation of safe and healthy communities, with access to quality education, affordable housing and economic opportunities, which all support better health; and

WHEREAS, investments in healthy pregnancies and early childhood development are critical to our future success in becoming the healthiest nation; and

WHEREAS, one in five Americans experiences some form of mental illness, and mental health is an important component of a person's total health; and

WHEREAS, it is important to prepare for and respond to public health threats such as bioterrorism, pandemics and community trauma, to help keep our communities safe; and

WHEREAS, strong public health systems are critical for protecting and improving community health:

NOW, THEREFORE, I, Tim Busse, mayor of the City of Bloomington, Minnesota, hereby proclaim April 6-12, 2020 as

PUBLIC HEALTH WEEK

in the City of Bloomington, MN, and call upon the people of Bloomington to observe this week by helping family, friends, neighbors, co-workers and leaders better understand the value of public health and be advocates for positive change.

Dated this 6th day of April, 2020.

_____,
Tim Busse, Mayor
City of Bloomington, MN

CITY OF
BLOOMINGTON
MINNESOTA

DATE: April 6, 2020

TO: Mayor Tim Busse

FROM: Bonnie Paulsen, Public Health Administrator

RE: Public Health Week Proclamation

On April 6, the City of Bloomington will proclaim April 6-12, 2020, as Public Health Week. The theme for National Public Health Week 2020 is "National Public Health Week @ 25: Looking Back, Moving Forward."

Now, more than ever, the need for strong public health systems in every community is apparent. With the recent arrival of coronavirus disease 2019 (COVID-19) in Minnesota, the Bloomington Public Health Division is working with departments across the city, as well as state and local community partners, to slow the spread of the virus.

Throughout the pandemic, Public Health Division staff have worked to keep community members healthy by:

- Providing important health services by phone, including WIC check-ups, breastfeeding information and support, and education and support for expectant mothers, new parents and families;
- Connecting individuals to critical resources such as food shelves, child care resources, and other community supports; and
- Conducting outreach to residential property managers of senior living sites, to ensure they are aware of local and state public health resources for COVID-19, and to engage them in the important work of helping older adults to stay healthy.

Whether we are working to address a pandemic, or to engage the community in everyday health matters such as healthy eating and active living, we remain committed to our mission: *to engage the community in promoting, protecting and improving the health of all.*

PUBLIC HEALTH DIVISION
1900 W. OLD SHAKOPEE ROAD, BLOOMINGTON MN 55431-3029
PH 952-563-8900 FAX 952-563-8997 MN RELAY 711

AN AFFIRMATIVE ACTION/EQUAL OPPORTUNITIES EMPLOYER

CITY OF BLOOMINGTON MINNESOTA

Request for Council Action

Originator	Item
Community Outreach and Engagement	**Volunteer Recognition Week Proclamation**
Agenda Section INTRODUCTORY	Date April 6, 2020

Requested Action:

Mayor to read the Volunteer Recognition Week Proclamation.

Item created by: Heather Lambert, Community Outreach and Engagement
Item presented by: Tim Busse, Mayor

Description:

The annual National Volunteer Recognition Week is April 19-25, 2020. It is an opportunity to recognize and thank volunteers for lending their time and talents to the City of Bloomington. More than 1,000 volunteers currently provide assistance to the City of Bloomington. They give their time to helping with special events, leading activities for youth, undertaking environmental sustainability projects, serving lunch to seniors and so much more. Volunteers are especially important right now in helping our community cope with the COVID-19 pandemic. Information on how to help is available on the City's website.

Attachments:

National Volunteer Week Proclamation2020.docx

CITY OF BLOOMINGTON MINNESOTA

Proclamation

Volunteer Recognition Week
April 19-25, 2020

WHEREAS, ***Volunteers shape and strengthen our neighborhoods and community with their tremendous concern and generosity; and***

WHEREAS, ***The City of Bloomington currently works with more than 1,000 volunteers, each contributing an average of 45 hours in 2019-2020 with an estimated annual dollar value to the city of over 1 million dollars; and***

WHEREAS, ***Approximately 81 citizens volunteered to serve the City and City Council on Boards and Commissions, and Advisory Committee; and***

WHEREAS, ***During this week across the nation, volunteers will be recognized for their commitment to service and community wellbeing;***

THEREFORE, ***I, Tim Busse, Mayor of the City of Bloomington, Minnesota do hereby proclaim the week of April 19-25 as***

VOLUNTEER RECOGNITION WEEK

In the City of Bloomington.

Dated this 6th day of April 2020.

Tim Busse

_____

Tim Busse, Mayor
City of Bloomington, MN

CITY OF BLOOMINGTON MINNESOTA

Request for Council Action

Originator	Item
Finance	**Resolution to Accept Donations**
Agenda Section	Date
CONSENT BUSINESS	April 6, 2020

Requested Action:

Motion by _____, seconded by _____ to adopt Resolution No. 2020-_____ to accept donations as listed.

Item created by: Briana Eicheldinger, Finance
Item presented by: Lori Economy-Scholler, CFO

Description:

The City Council is asked to accept the attached donations made to various City activities and to amend the revenue and expenditure budgets, as noted, to facilitate the appropriate use of these funds.

Upon approval, the appropriate staff will send a thank you to the donors listed.

Attachments:

Resolution accepting donations 2020 04 06.docx

CITY OF BLOOMINGTON
STATE OF MINNESOTA

RESOLUTION NO. 2020-

RESOLUTION ACCEPTING DONATIONS AND APPROVING RELATED ADJUSTMENTS TO THE APPROVED BUDGET

WHEREAS, the Bloomington City Council is the official governing body of the City of Bloomington, Minnesota ("City"); and

WHEREAS, the City is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes §§ 465.03 and 471.17 for the benefit of its citizens and as authorized by law; and

WHEREAS, Minnesota Statutes § 465.03 requires a city to act by resolution adopted by two-thirds majority of its members to accept a grant or devise of real or personal property; and

WHEREAS, City Charter § 7.08 requires the City Council to act by resolution to alter the approved budget; and

WHEREAS, persons and entities have contributed to the City as set forth in the list attached and incorporated hereto as Exhibit A ("Donations"); and

WHEREAS, no goods or services were provided by the City in exchange for the Donations; and

WHEREAS, the City Council finds that it is lawful and appropriate to accept these Donations and to make the necessary related budget adjustments to the approved budget.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, MINNESOTA that based on the foregoing:

1. The Donations are hereby accepted by the City for public purposes and the lawful express conditions of the donor(s).

2. The Chief Financial Officer or its designee is hereby authorized and directed to issue a receipt to each donor acknowledging the City's receipt.

3. The Mayor, City Manager, Chief Financial Officer, and City Attorney are hereby authorized and directed to take all necessary and expedient measures in furtherance of the

intent of this Resolution including but not limited to any necessary related adjustments to the approved budget.

Passed and adopted this 6th day of April, 2020.

_____
Mayor

ATTEST:

_____
Secretary to the Council

EXHIBIT A

REQUEST FOR COUNCIL APPROVAL

TO ACCEPT DONATIONS

Any department receiving a donation, whether cash, merchandise or in-kind, should complete this form and forward to Briana Eicheldinger in the Finance Department for inclusion in the City Council agenda. The City Council must approve acceptance of all donations. To avoid sending multiple requests to the Council, the Finance Department prepares a monthly agenda item listing all donations received.

				Budget Adjustments, if Required	
Date of Request	Donation Received From	Donation to	Donation Amount or Description	Revenue Code	Expenditure Code
2/22/20	A. DeTomaso Construction LLC	Bloomington Home Improvement Fair	$50 Gift Card Home Depot		
2/22/20	AMEK, Inc	Bloomington Home Improvement Fair	Winter Gift Basket		
2/22/20	Bloomington Carpet One	Bloomington Home Improvement Fair	MN Sports Area Rug		
2/22/20	Bloomington HRA	Bloomington Home Improvement Fair	10- $50 Home Depot Gift Cards		
2/22/20	Bloomington Utilities	Bloomington Home Improvement Fair	$50 Home Depot Gift Card		
2/22/20	Cabinet Innovations	Bloomington Home Improvement Fair	$50 Home Depot Gift Card		
2/22/20	Champion Windows & Home Exteriors	Bloomington Home Improvement Fair	$50 Visa Gift Card		
2/22/20	Country Cabinets	Bloomington Home Improvement Fair	Custom Cutting Board		

2/22/20	Dody Kettler-Keller Williams	Bloomington Home Improvement Fair	$50 Home Depot Gift Card		
2/22/20	Firefly Credit Union	Bloomington Home Improvement Fair	$75 Menards Gift Card		
2/22/20	Great Lakes Home Renovations	Bloomington Home Improvement Fair	$25 Target Gift Card + $500 off services		
2/22/20	Infinite Floors & More	Bloomington Home Improvement Fair	$25 Visa Gift Card		
2/22/20	Johnson Blacktop Driveway	Bloomington Home Improvement Fair	$25 Restaurant Gift Card		
2/22/20	Kelly's Concrete	Bloomington Home Improvement Fair	Dewalt Drill		
2/22/20	Kitchen Solutions	Bloomington Home Improvement Fair	Navajo Faux Blanket		
2/22/20	Larson Interiors/Majestic Professional Services, LLC	Bloomington Home Improvement Fair	Love your Melon Headband		
2/22/20	Minnesota Rusco	Bloomington Home Improvement Fair	$25 Caribou Gift Card		
2/22/20	Mon-Ray, Inc	Bloomington Home Improvement Fair	$25 Menards Gift Card		
2/22/20	Neighborhood Building & Remodeling	Bloomington Home Improvement Fair	$40 Applebee's Gift Card		
2/22/20	New Spaces	Bloomington Home Improvement Fair	$50 Visa Gift Card		
2/22/20	Pella Windows & Doors	Bloomington Home Improvement Fair	$50 Visa Gift Card		
2/22/20	Plekkenpol Builders, Inc	Bloomington Home Improvement Fair	2 HH Tool Kits		
2/22/20	Rush River Interiors	Bloomington Home Improvement Fair	$10 Starbucks Gift Card		
2/22/20	Snap Construction	Bloomington Home Improvement Fair	8 Snap Polo shirts & 18 Snap T-shirts		
2/22/20	Solar Midwest	Bloomington Home Improvement Fair	$100 MC Gift Card		

2/22/20	The Home Depot	Bloomington Home Improvement Fair	Weber Smokey Joe Grill & BBQ Utensils		
2/22/20	TJ Exteriors, Inc	Bloomington Home Improvement Fair	Gift basket w/Coffee, 2 cups, Homemade Syrup, Homegrown MN Honey, Mini Waffle Iron & Waffle Mix.		
2/22/20	TruNorth Painting	Bloomington Home Improvement Fair	$100 Target Gift Card		

CITY OF BLOOMINGTON MINNESOTA

Request for Council Action

Originator	Item
Purchasing	**Rehbein Agricultural Services – Spent Lime Removal - Approve Amendment**
Agenda Section	Date
CONSENT BUSINESS	April 6, 2020

Requested Action:

Motion by _____, seconded by _____ to approve to first amendment of the contract with Rehbein Agricultural Services by extending the term to July 31, 2021 for the excavation, removal, and land application of spent lime from the City's holding ponds.

Item created by: Briana Eicheldinger, Purchasing
Item presented by: Karl Keel, Public Works Director

Description:

Council is requested to approve the first amendment of the contract with Rehbein Agricultural Services for the excavation, removal, and land application of spent lime from the holding ponds at 110th Street and Nesbitt Avenue. This will extend the term to July 31, 2021. No price adjustments were requested for the extension period. The original contract term was one year with the possibility of extending four additional one year periods for a maximum of five years. The not-to-exceed amount is based on removal amount of 11,500 cubic yards. This amount may vary slightly depending upon the actual quantity of material removed.

The following bid was received on August 9, 2019:

Bidder	**Unit Price per /Cu Yd.**	**Extended Total for 11,500 /Cu Yd.**
1.) Rehbein Agricultural Services, Inc.	**$ 34.78**	**$ 399,970.00**

Funding for this contract is budgeted annually in the Water Utility Budget, Activity 665503-53140. The unit price for the last contracted period was $19.89 per cubic yard.

CITY OF BLOOMINGTON MINNESOTA

Request for Council Action

Originator	Item
Public Works	**Sourcewell Membership Agreement**
Agenda Section	Date
CONSENT BUSINESS	April 6, 2020

Requested Action:

Motion by _____, seconded by _____ to approve Sourcewell Membership Agreement.

Item created by: Kim Larson, Public Works
Item presented by: Karl Keel, Public Works Director

Description:

Council is requested to approve the Sourcewell Membership Agreement.

Sourcewell, formerly know as NJPA (National Joint Powers Alliance), is already on Purchasing's list of usable cooperatives. Due to the recent name change, the City is not on file with Sourcewell as one of their members. A vendor contract that we plan to utilize requires us to be a Sourcewell member.

Attachments:

Sourcewell Membership Agreement

SOURCEWELL AGREEMENT

This Agreement, made effective on the date hereof, by and between Sourcewell (formerly known as National Joint Powers Alliance) and _____ (hereinafter referred to as the "Member").

Agreement

1. Sourcewell, a public entity whose creation was authorized by Minn. Stat. § 123A.21, has followed procurement procedures for products and services offered by this Agreement in accordance with Minn. Stat. § 471.345. Sourcewell is permitted to engage in cooperative purchasing pursuant to Minn. Stat. § 123A.21 Subd. 7(23).

2. It is the sole responsibility of each Member to follow state and local procurement statutes and rules as it pertains to cooperative purchasing or joint power Agreements with in-state or out-of-state public agencies.

3. Sourcewell makes cooperative purchasing contracts available to Members "as is," and is under no obligation to revise the terms, conditions, scope, price, and/or any other conditions of the contract for the benefit of the Member. Members are permitted to negotiate and agree to additional terms and conditions with Vendors directly.

4. Each party shall be responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other party and the results thereof. The Member will be responsible for all aspects of its purchase, including ordering its goods and/or services, inspecting and accepting the goods and/or services, and paying the Vendor who will have directly billed the Member placing the order.

5. The use of each contract by the Member will adhere to the terms and conditions of the Sourcewell contract.

6. Any dispute which may arise between the Member and the Vendor are to be resolved between the Member and the Vendor.

7. This Agreement incorporates all Agreements, covenants and understandings between Sourcewell and the Member. No prior Agreement or understanding, verbal or otherwise, by the parties or their agents, shall be valid or enforceable unless embodied in this Agreement. This Agreement shall not be altered, changed or amended except by written amendment executed by both parties.

Member Name	**Sourcewell**
By _____	_____
Its _____	_____
TITLE	TITLE
_____	_____
DATE	DATE

Rev. 5/2018

202 12th Street NE | P.O. Box 219 | Staples, MN 56479 888-894-1930 | www.sourcewell-mn.gov

MEMBER INFORMATION

Indicate an address to which correspondence may be delivered.

Organization Name* _____

Address* _____

City _____

State/Province Code _____ ZIP code*_____

Country _____

Employer Identification Number _____

Website _____

Contact person* (First, Last) _____

Job Title* _____

Job Role* _____

E-mail* _____

Phone* _____

Organization Type:

Government

__ Federal
__ State
__ County
__ Municipality
__ Tribal
__ Township
__ Special District

Education

__ Pre-K
__ Public K-12
__ Private K-12
__ Public Higher Ed
__ Private Higher Ed

Non-Profit (Please include documentation demonstrating non-profit status)

__ Church

__ Medical Facility

__ Other

REFERRED BY

___ Advertisement

___ Colleague/Friend

___ Vendor Representative

___ Conference/Trade Show_____

___ Search Engine/Web Search

RETURN COMPLETED AGREEMENT TO:

Sourcewell
202 12th Street NE
P.O. Box 219
Staples, MN 56479

877-585-9706
membership@sourcewell-mn.gov

**Denotes required information*

CITY OF BLOOMINGTON MINNESOTA

Request for Council Action

Originator	Item
Public Works	**The Alliance, Inc. DBA ALLiiANCE - Approve Amendment**
Agenda Section	Date
CONSENT BUSINESS	April 6, 2020

Requested Action:

Motion by _____, seconded by _____ to approve the Agreement Amendment with The Alliance Inc. DBA ALLiiANCE to extend the contract by an additional 2 years.

Item created by: Kalea Fischer, Public Works
Item presented by: Karl Keel, Public Works Director

Description:

City Council is requested to approve an agreement amendment with The Alliance Inc. DBA ALLiiANCE to extend the contract an additional 2 years. On August 6, 2018, City Council awarded an agreement to The Alliance Inc. to provide architectural and engineering services, as well as emergency maintenance items. This is an on-call contract - unless asked to do work, no money changes hands. In addition, this makes them available in case there is a maintenance need during the COVID -19 pandemic. The Alliance Inc. has submitted a request to extend the agreement. The agreement not to exceed amount per project is $30,000 and $150,000 annually. There is no proposed change to the agreement amounts. The funding for this service is available in fund 765702-57020.

Attachments:

2020-137 Alliiance First Amendment.pdf

FIRST AMENDMENT TO AGREEMENT BETWEEN THE
CITY OF BLOOMINGTON, MINNESOTA AND THE ALLIANCE, INC. DBA ALLiiANCE

THIS FIRST AMENDMENT is made on the ____ day of _____, 2020 by and between the CITY OF BLOOMINGTON, a Minnesota municipal corporation located at 1800 West Old Shakopee Road, Bloomington, Minnesota 55431 ("City"), and THE ALLIANCE, INC. DBA ALLiiANCE, a Minnesota Corporation located at 400 Clifton Avenue, Minneapolis, Minnesota 55403 ("Consultant ").

WHEREAS, the City and the Consultant are parties to an Agreement dated August 9, 2018 (Agreement ID 2018-411) pursuant to which the Consultant is responsible for providing professional architectural and engineering services for the City of Bloomington ("Agreement"); and

WHEREAS, pursuant to paragraph 2, the Agreement may be extended for an additional two (2) year period upon mutual agreement of the Consultant and the City; and

WHEREAS, the term of the Agreement ends May 1, 2020. The Consultant and City desire to amend the Agreement to extend the term until May 1, 2022; and

NOW, THEREFORE, in consideration of the terms and conditions expressed in this Agreement, the City and Consultant agree as follows:

1. Paragraph 1 of the Agreement shall be amended to read: "**Services to be Provided**: Consultant agrees to provide City with professional architectural and engineering services as set forth in the City's Request for Proposal, Consultant's Proposal, and Consultant's Letter attached to this Agreement as Exhibits A, B, and C and any supplemental letter agreements entered into between the City and Contractor ("Services"). The Services referenced in the attached Exhibits A, B, and C and any supplemental letter agreements shall be incorporated into this Agreement by reference. All Services shall be provided in a manner consistent with the level of care and skill ordinarily exercised by professionals currently providing similar services."

2. Paragraph 2 of the Agreement shall be amended to read: "**Time for Completion.** This Agreement shall remain in force and effect commencing from August 9, 2018 and continuing until the earlier of May 1, 2022 or completion of the Services unless terminated by the City or amended pursuant to the Agreement."

3. Paragraph 3 of the Agreement shall be amended to read: "**Consideration**: The consideration, which the City shall pay to the Consultant and shall not exceed $30,000.00 per project and $150,000.00 annually, for a total contract not-to-exceed amount of $600,000 over four years, for both Services performed by the Consultant and the expenses incurred by Consultant in performing the Services, shall be as set forth in Exhibits A, B and C and incorporated into this Agreement. City shall make progress payments, based on monthly invoices from Consultant. City's payment shall be made within 30 days after Consultant's statement. Consultant's statement shall contain a detailed list of project labor

and hours, rates, titles, and amounts undertaken by the Consultant during that billing period."

4. All other terms and conditions of the Agreement not modified by this First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties to this Agreement have caused this First Amendment to be executed the day and year first above written.

CITY OF BLOOMINGTON, MINNESOTA

DATED:_____ BY:_____

Tim Busse
Its: Mayor

DATED:_____ BY:_____

James D. Verbrugge
Its: City Manager

Reviewed and approved by the City Attorney.

_____
City Attorney

CONSULTANT

THE ALLIANCE, INC. DBA ALLiiANCE

DATED: March 31, 2020 BY:_____

Its: Principal

EXHIBIT A

HOURLY FEE SCHEDULE: 2020-2022*

Alliiance's success in on-call agreements is our ability to consistently deliver a high level of value for public clients. Over eighty percent of our work is for repeat clients. Our approach to proposing design fees for projects focuses on providing an appropriate level of service, aligning our work plan with the scope of work required, and staffing projects appropriately to ensure good alignment with staff experience, expertise, and design fees. All rates subject to an annual increase, typically 3%.

Alliiance

Principal-in-Charge	$180/hr
Project Manager	$130-150/hr
Interior Designer	$105-150/hr
Architect	$95-140/hr
Technician I-IV	$75-130/hr

Emanuelson-Podas

Partner	$200/hr
Engineer I-IV	$110-185/hr
Designer I-IV	$110-150/hr
Drafter	$90/hr

EVS, Inc.

Principal-in-Charge	$185/hr
Engineer I-IV	$105-175/hr
Technician	$110-130/hr

Meyer Borgman Johnson

Principal Engineer	$190/hr
Engineer I-IV	$95-170/hr
CADD Technician I-IV	$90-130/hr

Aune Fernandez Landscape Architecture

Principal Landscape Architect	$140/hr
Project Manager	$140/hr
Landscape Designer	$95/hr
Admin. Staff	$60/hr

EXHIBIT B

EXHIBIT C

Exhibit A

Request for Proposals

Architectural/Engineering Consulting Services for Building Maintenance and Repair Projects

For The City of Bloomington, Minnesota

Due: 11:00 A.M., Wednesday, May 9, 2018

At the Office of the Purchasing Agent
City of Bloomington
1800 W Old Shakopee Road,
Bloomington, Minnesota 55431-3096

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I. Purpose (Introduction)

The City of Bloomington (City) is seeking proposals from qualified consulting firms for architectural/engineering services for miscellaneous building maintenance and repair projects.

This Request for Proposal (RFP) describes the services involved and the process for selecting the firm to be awarded a contract to perform the work outlined below.

II. Definitions

ADDENDA – Written instruments issued by the City of Bloomington prior to the date for receipt of Proposals which modify or interpret the Request for Proposal (RFP) by addition, deletions, clarification or corrections.

CITY - The City of Bloomington, a political subdivision of the State of Minnesota.

CONTRACT - The written agreement between the City of Bloomington and the Consultant covering the performance of the Project or Service. The contract documents consist of the RFP, submitted Proposal, including any diagrams, blueprints, addenda, and a form of agreement between the City and the Consultant.

CONSULTANT - The qualified Vendor/consultant that is awarded a contract to provide architectural and engineering consulting services for the City of Bloomington.

PROPOSAL – A complete and properly signed proposal to provide goods, commodities, labor or services for the sum stated and submitted in accordance with the Request for Proposal.

PROPOSER/ VENDOR - The person, Consultant, , corporation or other entity submitting a Proposal on items listed in the RFP and thereby agreeing to meet the terms and conditions of the RFP if awarded the contract.

SERVICE– Architectural and engineering consulting services as needed for miscellaneous maintenance and repair building projects.

RFP - This document, entitled "Request for Proposals, Architectural/Engineering Consulting Services for Building Maintenance and Repair Projects, For The City of Bloomington, MN," which includes all items listed in the Table of Contents on page 2 and any Addenda.

III. Existing Environment

The Public Works Department manages all the necessary services to maintain and repair the City owned buildings. The City is soliciting Proposals for consultation services to assist with design, construction observation, repair methods, and material selection for future maintenance projects. The City buildings are in various stages of their life cycle and have different maintenance needs

and requirements. Public Works is seeking a Consultant(s) to provide assistance with the latest technology, sustainability, design criteria related to maintaining and repairing the facilities.

A. City Buildings

The Maintenance Division of the City of Bloomington maintains thirteen (13) main buildings, six (6) fire stations, and thirty-nine (39) park shelters. See Attachment A for a complete listing of buildings.

IV. Inquiries

It shall be the responsibility of the Proposer to inquire about any portion of the RFP that is not fully understood or susceptible to more than one (1) interpretation. Written inquiries are required. Oral communications will not be accepted, except to confirm delivery of proposal or written correspondence. All questions concerning the RFP must reference the page number, section heading, and paragraph. Questions may be submitted via email. Please place "**Arch/Eng RFP Question**" in the subject line.

Vendors needing additional submittal or general requirement information should contact **Heather Forcier Boettcher, City of Bloomington Purchasing Agent** via email: Purchasing@BloomingtonMN.gov.

All inquiries, questions, or clarifications must be submitted not later than seven (7) calendar days prior to the due date of this RFP. Those inquiries, questions, or clarifications submitted after this date will not be answered. All inquiries will be responded to within three (3) business days. Inquiries and the City's response will be provided to all Consultants who acquired an RFP.

Do not ask other City personnel questions, as information gathered from other sources may not reflect the City's position or interest and could result in disqualification.

The City reserves the right to contact Consultants individually for the purpose of clarifying Proposals.

Any Addenda to this RFP will be issued in writing. No oral statements, explanations, or commitments shall be provided. Consultants must return **Confirmation of Receipt of Addenda** with their proposals noting receipt of any addendums that may be issued.

V. Projected Timetable

Issue Request for Proposals	April 18, 2018
Questions in Writing Cutoff	May 2, 2018
Amendment/Addendum to RFP	May 7, 2018

Proposals Due	May 9, 2018
Evaluation of Proposals	May 10-17, 2018
Council Award	June 4, 2018
Contract Execution	June 18, 2018

VI. Scope of Services

A. Scope of Services

i. The Consultant shall provide all necessary services on an as needed basis (defined as schematic drawings, cost estimates, color palettes, plans, specifications) to assist with small projects related to building maintenance including but not limited to: Architectural, Civil, Structural, Mechanical, Electrical, and Landscape Design Services.
ii. Landscape design: The ability to design landscape areas. The ability to incorporate minimal maintenance and natural landscape designs that are important concepts to the City.
iii. Interior design: The ability to create color palettes for interior design. Coordinate carpets, paint and furniture. Identify and recommend new interior finishes.
iv. Preliminary/conceptual design and project budgets: The ability to provide preliminary design and develop budgets for conceptual projects.
v. Mechanical/electrical: Provide information and design interior and exterior lighting; provide assistance with repair of mechanical and electrical systems.
vi. Construction Observation: This service will include review of Consultant submittals, pre-construction conferences with all parties, periodic construction observation, verification of pay requests, and final walk thru with written punch–list items/closeout requirements.

Consultant may team with other consultants to provide the necessary disciplines required under the RFP.

The Consultant shall collaborate with the City's Public Works staff to determine the best design and/or repair methods for each project. Other consultants with previously established maintenance agreements with the City may be included in the collaboration process.

Potential projects may include, but not be limited to: a kitchen remodel, a restroom remodel, office remodels building additions, mechanical replacements, furniture selection, sustainability projects, landscaping, and feasibility studies.

B. Contract Parameters

i. The City will request an estimate for services and a schedule to complete the necessary documents for construction. No work shall be performed without a fully executed Purchase Order issued from the City of Bloomington's Purchasing Division.
ii. The term of the Contract is two (2) years with the potential of a two (2) year renewal.
iii. The maximum amount per year for Consulting services will not exceed **$150,000.00**
iv. Consulting fees for individual projects cannot exceed **$30,000.00.** Projects requiring consulting services in excess of **$30,000.00** will require the City to issue a separate "Request for Proposals."
v. The City retains the right to issue a separate request for proposal for consulting services for any project.
vi. The Consultant is not guaranteed any future work based on the preliminary work created under this contract.

C. Potential Deliverables

i. Interior Space Design-color palettes, furniture, and material selection
ii. Building Schematic Design-conceptual
iii. Project Cost Estimates-conceptual
iv. Construction Documents-for remodeling projects
v. Project Presentations-meetings

VII. Submittal Requirements

All proposals shall be kept to a maximum sixteen (16) single-sided pages, in eleven (11) font size minimum, excluding the cover, title sheets, and dividers if used. Any pre-printed project sheets, resumes, or other marketing materials may be included as an appendix to each Proposal. However, material contained in appendices may not be reviewed or considered. The cover letter, appendices, and pages acknowledging the receipt of addenda and the statement of non-collusion do not count towards the sixteen (16) page limit. Proposals need not include elaborate brochures, expensive bindings, etc.; however, legibility, clarity, conciseness, and completeness are essential.

The Proposals must include, at a minimum, and shall be organized according to the following outline:

A. ***Cover Letter*****:** Summarizes the key elements of the Proposal and outlines why your firm should be selected for this Service. The cover letter should identify the name, title, address, phone number, and email address of the person who will represent the Consultant in matters regarding the Proposal's content.

B. ***Project Understanding*****:** Describe your understanding of the Service to be provided, identify issues or areas of concern to addressed by the Service, outline the overall objectives of the Service, and summarize your approach to fulfilling the scope of services and deliverables. The Consultant is reminded to review the insurance certificate requirements listed in Section XVI – Sample Agreement.

C. ***Consultant Background and Experience*:** Provide a brief description of your firm and any sub-consultants proposed as part of your team. Sub-consultants must be approved by the City in conjunction with each Proposal.

Identify and describe at least three (3) projects that your firm has completed in the last five (5) years including estimates, actual cost, proposed schedule, actual timeline, and a contact person for each. Include client references for each project, listing a contact name, telephone number and email address. The Consultants are to identify any clients and/or projects that may present a conflict of interest to providing the Services for the City as part of their Proposal.

D. ***Project Team*:** Provide short descriptions [one (1) to two (2) paragraphs] of key team members summarizing their experience and proposed role for this Service. Clearly identify who will lead the project team and who will be the main point of contact with City staff. Include an organizational chart of team members and sub-consultants. If the person identified as the project manager did not lead one (1) of the projects submitted under the Experience section, provide client references to support their project management capabilities.

E. ***Time/Cost Estimate*:** Include hourly rates for personnel and services including any rates for any firms that may be partnered with.

F. ***Acknowledgement of Receipt of Addenda and Statement of Non-collusion:*** Include pages regarding the receipt of any addenda and the Statement of Non-collusion. See Section XVI and XVII.

VIII. Submission of Proposal

Each Consultant shall submit **seven (7)** printed copies and one (1) electronic copy (CD or flash drive with Microsoft Word or Adobe Acrobat format preferred) of the Proposal not later than **11:00 A.M., Wednesday, May 9, 2018**. Electronic copy of the Proposal shall be in put together into one (1) complete document in its entirety. Proposals shall be delivered in a sealed envelope to:

Heather Forcier Boettcher, Purchasing Agent
Finance Department
City of Bloomington
1800 West Old Shakopee Road
Bloomington, MN 55431

The outside of the Proposal package should be clearly marked "**CITY OF BLOOMINGTON, MN, PROPOSAL FOR ARCHITECTURAL/ENGINEERING CONSULTING SERVICES FOR BUILDING MAINTENANCE AND REPAIR PROJECTS.**".

A person who is authorized to legally bind the responding Vendor must sign the Proposal. The Vendor shall acknowledge that the Proposal complies with any amendments, alterations or deletions to the RFP.

It will be the sole responsibility of the Vendor to have its Proposal delivered to the City before the closing deadline. **Late Proposals will not be considered and will be returned unopened to the Vendor.**

Proposals must be sealed. No responses will be accepted via facsimile or email.

Any Proposal may be withdrawn or modified prior to the scheduled deadline for submitting Proposals. After the submittal deadline, Vendors may not modify, withdraw or cancel their Proposals for a minimum of ninety (90) days following that date

The City reserves the right to reject any or all Proposals or parts of Proposals, to accept part or all of Proposals on the basis of considerations other than lowest cost, and to create a project of lesser or greater expense than described in this RFP or the respondent's reply based on the component prices submitted.

The City of Bloomington reserves the right to waive irregularities in the Proposal content or to request supplemental information from Proposers.

The City is not responsible for any costs incurred by the responding Vendor in the preparation of the Proposal or for any other cost to the Vendor associated with responding to the RFP. No reimbursement will be made by the City for any costs incurred prior to a formal notice to proceed should an award of contract result from this solicitation. This RFP does not obligate the City of Bloomington to award a contract or complete any specific Project. The City reserves the right to cancel this solicitation or to change its scope if it is considered to be in the best interest of the City.

All design drawings, plans, and Proposals submitted in response to the RFP will be retained by the City and not returned.

Clarifications, Exceptions, and Addenda

The City reserves the right to contact Vendors individually for the purpose of clarifying Proposals.

Vendors may find instances where they are unable to provide services that meet all of the expectations defined in this RFP. In such cases, the Vendor should identify the areas where they feel the requested service or product is not available, deviates from the specific requests, or is deemed to be an unwise or unwarranted approach. The Vendor will describe exceptions to the RFP and identify their impact to the City, including, but not limited to, workarounds, reductions in performance, capacity, flexibility, accuracy, and ultimately cost and value. The City reserves the right to disallow exceptions it finds are not in the best interests of the City.

Any and all exceptions to the requirements of this RFP must be identified and fully explained in the submitted Proposal.

Any addenda to this RFP will be issued in writing; no oral statements, explanations, or commitments shall be provided. If any addenda are issued, Vendors should return the **Confirmation of Receipt of Addenda** with their Proposals.

IX. Proposal Evaluations (Evaluation Criteria)

Proposal(s) will be examined to eliminate those which are clearly non-responsive to the stated requirements. Proposals will be reviewed and a recommendation of award made based on the Proposal most closely meeting the needs outlined in this RFP and providing the best value for the City.

The criteria the City will use to select a Vendor to provide the Services is described below.

Weight	Component	Description
30%	Cost	Ability to offer competitive pricing in direct correlation to RFP requirements.
20%	Project Personnel	The assignment of qualified and experienced architectural/engineering staff responsible for projects who have demonstrated an ability to work together as a team on similar projects.
30%	Project Understanding	The firm's understanding of the work requested as well as documentation of having worked on similar projects.
20%	Project Schedule	The firm's ability to complete the project in a timely fashion.

The firm submitting the selected proposal will be required to sign an agreement with the City of Bloomington based on their Proposal. All parties who submit proposals will be notified by mail of the City's decision regarding selection.

X. Contract Award

The City may award all or part of the RFP to one (1) or multiple Vendors based on the evaluation of the Proposals and the best interest of the City.

Negotiations and Contract Execution

The City reserves the right to negotiate the final terms and conditions of the contract to be executed. In the event the City and the Vendor are unable to agree upon all contract provisions, the City reserves the right to cease negotiations, and to move on to select another vendor, or to reject all Proposals.

Contracting Ethics

1. No elected officials or employees of the City who exercise any responsibility in the review, approval, or implementation of the Proposal shall participate in any decision which affects his or her direct or indirect financial interests.

2. It is a breach of ethical standards for any person to offer, give, or agree to give any City employee or elected officials person, or for any City employee or Council person to solicit, demand, accept, or agree to accept from another person or agency, a gratuity or an offer of employment whenever a reasonable prudent person would conclude that such consideration was motivated by an individual, group, or corporate desire to obtain special, preferential, or more favorable treatment than is normally accorded the general public.

3. The Vendor shall not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the City.

4. The Vendor shall not accept any private client or project that may place it in ethical conflict during its representation of the City.

XI. Disposition of Responses

All materials submitted in response to this RFP will become the property of the City and will become public record after the evaluation process is completed and an award decision made. If the Consultant submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statutes 13.37, the Consultant must:

- Clearly mark all trade secret materials in its response at the time the response is submitted by indicating in writing the specific page number(s) and paragraph(s) classified as trade secret and therefore nonpublic.
- Include a statement with its response justifying the trade secret designation for each item and defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the City, its agents and employees, from any judgments or damages awarded against the City in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the City's award of a contract. In submitting a response to this RFP, the Consultant agrees that this indemnification survives as long as the trade secret materials are in possession of the City. The City is required to keep all the basic documents related to its contracts, including responses to the RFP for a minimum of seven (7) years.

The City will not consider the prices submitted by the Consultant to be proprietary or trade secret materials.

Responses to this RFP will not be open for public review until the City decides to pursue a contract and that contract is executed.

XII. Insurance Requirements

Consultant shall maintain insurance coverage, naming City as additional insured, as described in Exhibit #1: Sample Agreement. The Consultant shall not commence work until all insurance has been obtained and copies have been filed and accepted by the City. The Consultant shall be responsible for maintaining a valid certificate of insurance throughout the term of the Contract, as required in the sample agreement.

XIII. Contract Terms and Conditions:

A sample of the City's contract is included as Exhibit #1. The clauses included in the sample contract will be included in the Contract between the City and the Consultant that has been chosen to provide the Services described herein and in the Consultant's Proposal. Any exceptions to the contract terms and conditions included in Exhibit #1 must be identified in the submitted Proposal.

XIV. Confirmation of Receipt of Addenda

Addendum #	Date

I certify this Proposal complies with the RFP and conditions issued by the City except as clearly marked in the attached copy.

Date	
Name	
Authorized Signature	
Title	
Company Name	
Address	
City, State	
Zip Code	
Telephone Number	
Fax Number	
E-mail	

XV. Statement of Non-Collusion

The following statement shall be made as part of the Consultant's proposal.

I affirm that I am the Consultant, a partner of the consulting Consultant, or an officer or employee of the Consultant's corporation with authority to sign on the Consultant's behalf.

I also affirm that the attached has been compiled independently and without collusion or agreement, or understanding with any other vendor designed to limit competition.

I hereby affirm that the contents of this Proposal have not been communicated by the Consultant or its agent to any person not an employee or agent of the City.

_____
Signed

_____
Print Name

_____
Title

_____
Date

_____
Consultant's Name

_____
Address

_____
City / State / Zip Code

_____
Telephone and Fax Numbers

_____
Email Address

XVI. Exhibit 1-Sample Agreement

PROFESSIONAL SERVICES AGREEMENT

[INSERT FULL NAME OF CONSULTANT]

THIS AGREEMENT is made this ___ day of _____, 2018 ("Effective Date") by and between **[INSERT FULL NAME - ALL CAPS/BOLD],** a [(choose one of the following) a Minnesota Corporation / a Limited Liability Company / a Partnership] located at [full address of Consultant] ("Consultant"), and the **CITY OF BLOOMINGTON, MINNESOTA**, a Minnesota municipal corporation located at 1800 West Old Shakopee Road Bloomington, *Minnesota* 55431-3027 ("City"):

RECITALS

A. Consultant is engaged in the business of providing professional architectural and engineering services.

B. The City desires to architectural and engineering services for miscellaneous building maintenance and repair projects.

C. Consultant represents that it has the professional expertise and capabilities to provide the City with the requested professional services.

D. City desires to engage Consultant to provide the services described in this Agreement and Consultant is willing to provide such services on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the terms and conditions expressed herein, the City and Consultant agree as follows:

AGREEMENT

1. **Services to be Provided.** Consultant agrees to provide City with professional architectural and engineering services as set forth in the City's Request for Proposals and the Consultant's Proposal attached hereto as Exhibits A and B or any supplemental letter agreements, or both, entered into between the City and Consultant (the "Services"). The Services referenced in the attached Exhibits A and B or any supplemental letter agreements shall be incorporated into this Agreement by reference. All Services shall be provided in a manner consistent with the level of care and skill ordinarily exercised by professionals currently providing similar services.

2. **Time for Completion.** This Agreement shall remain in force and effect commencing from Effective Date and continuing until the earlier of May 1, 2020 or completion of the Services unless terminated by the City or amended pursuant to the Agreement. The Agreement may

SAMPLE

be extended for an additional two (2) year period upon mutual agreement of the Consultant and City.

3. **Consideration.** The consideration, which City shall pay to Consultant and shall not exceed $30,000.00 per project and $150,000.00 annually, for both the Services performed by Consultant and the expenses incurred by Consultant in performing the Services, shall be as set forth in Exhibit A and Exhibit B and incorporated herein to this Agreement. City shall make progress payments, based on monthly invoices from Consultant. City's payment shall be made within 30 days after Consultant's statement. Consultant's statement shall contain a detailed list of project labor and hours, rates, titles, and amounts undertaken by the Consultant during that billing period.

4. **Expense Reimbursement**. The Consultant will not be compensated separately for necessary incidental expenses. All expenses of the Consultant shall be built into the Consultant's fixed compensation rates, unless reimbursement is provided for an expense that received the prior written approval of the City, which approval may be provided via electronic mail.

5. **Approvals**. The Consultant will secure the City's written approval before making any expenditures, purchases, or commitments on the City's behalf beyond those listed in the Services. The City's approval may be provided via electronic mail.

6. **Termination.** Notwithstanding any other provision hereof to the contrary, this Agreement may be terminated as follows:
   a. The parties, by mutual written agreement, may terminate this Agreement at any time;
   b. Consultant may terminate this Agreement in the event of a breach of the Agreement by the City upon providing thirty (30) days' written notice to the City;
   c. The City may terminate this Agreement at any time at its option, for any reason or no reason at all; or
   d. City may terminate this Agreement immediately upon Consultant's failure to have in force any insurance required by this Agreement.

   In the event of a termination, City shall pay Consultant for Services performed to the date of termination and for all costs or other expenses incurred prior to the date of termination.

7. **Amendments**. No amendments may be made to this Agreement except in writing signed by both parties.

8. **Remedies.** In the event of a termination of this Agreement by City because of a breach by Consultant, City may complete the Services either by itself or by contract with other persons or entities, or any combination thereof. The foregoing remedies provided to City for breach of this Agreement by Consultant shall not be exclusive. City shall be entitled to exercise any one or more other legal or equitable remedies available because of Consultant's breach.

SAMPLE

9. **Records/Inspection.** Pursuant to Minnesota Statutes § 16C.05, Subd. 5, the Consultant agrees that the books, records, documents, and accounting procedures and practices of the Consultant, that are relevant to the contract or transaction, are subject to examination by the City and the state auditor or legislative auditor for a minimum of six years. The Consultant shall maintain such records for a minimum of six years after final payment. The parties agree that this obligation will survive the completion or termination of this Agreement.

10. **Indemnification.** To the fullest extent permitted by law, the Consultant, and the Consultant's successors or assigns, agree to protect, defend, indemnify, save, and hold harmless the City, its officers, officials, agents, volunteers, and employees from any and all claims; lawsuits; causes of actions of any kind, nature, or character; damages; losses; or the costs, disbursements, and expenses of defending the same, including but not limited to attorneys' fees, professional services, and other technical, administrative or professional assistance resulting from or arising out of Consultant's (or its subcontractors, agents, volunteers, members, invitees, representatives, or employees) performance of the duties required by or arising from this Agreement, or caused in whole or in part by any negligent act or omission or willful misconduct, or arising out of the failure to obtain or maintain the insurance required by this Agreement. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the City is entitled. The parties agree that these indemnification obligations will survive the completion or termination of this Agreement.

11. **Insurance.** Consultant shall maintain reasonable insurance coverage throughout this Agreement. Consultant agrees that before any work related to the approved Project can be performed, Consultant shall maintain at a minimum: Worker's Compensation Insurance as required by Minnesota Statutes, Section 176.181; Business Auto Liability in an amount not less than $1,000,000.00 per occurrence; Professional Liability in an amount not less than $1,000,000.00 per occurrence; and Commercial General Liability in an amount of not less than $1,500,000.00 per occurrence for bodily injury or death arising out of each occurrence, and $1,500,000.00 per occurrence for property damage. To meet the Commercial General Liability and Business Auto Liability requirements, the Consultant may use a combination of Excess and Umbrella coverage. The Consultant shall provide the City with a current certificate of insurance including the following language: "The City of Bloomington is named as an additional insured with respect to the commercial general liability, business automobile liability and umbrella or excess liability, as required by the contract. The umbrella or excess liability policy follows form on all underlying coverages." Such certificate of liability insurance shall list the City as an additional insured and contain a statement that such policies of insurance shall not be canceled or amended unless thirty (30) days' written notice is provided to the City, or ten (10) days' written notice in the case of non-payment.

12. **Subcontracting.** Neither the City nor the Consultant shall assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in the Agreement without the written consent of the other except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release

or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the Consultant from employing such independent consultants, associates, and subcontractors, as it may deem appropriate to assist it in the performance of services hereunder. Any instrument in violation of this provision is null and void.

13. **Assignment.** Neither City nor Consultant shall assign this Agreement or any rights under or interest in this Agreement, in whole or in part, without the other party's prior written consent. Any assignment in violation of this provision is null and void.

14. **Independent Contractor.** Consultant shall be deemed an independent contractor. Consultant's duties will be performed with the understanding that Consultant has special expertise as to the services which Consultant is to perform and is customarily engaged in the independent performance of the same or similar services for others. All required equipment and personnel shall be provided or contracted for by Consultant. The manner in which the services are performed shall be controlled by Consultant; however, the nature of the services and the results to be achieved shall be specified by City. The parties agree that this is not a joint venture and the parties are not co-partners. Consultant is not to be deemed an employee or agent of City and has no authority to make any binding commitments or obligations on behalf of City except to the extent expressly provided herein. All services provided by the Consultant pursuant to this Agreement shall be provided by the Consultant as an independent contractor and not as an employee of the City for any purpose, including but not limited to: income tax withholding, workers' compensation, unemployment compensation, FICA taxes, liability for torts and eligibility for employee benefits.

15. **Compliance with Laws.** Consultant shall exercise due professional care to comply with applicable federal, state and local laws, rules, ordinances and regulations in effect as of the date Consultant agrees to provide the applicable services detailed in Exhibit A or any supplemental letter agreement. Consultant's guests, invitees, members, officers, officials, agents, employees, volunteers, representatives, and subcontractors shall abide by the City's policies prohibiting sexual harassment, firearms, and smoking, as well as all other reasonable work rules, safety rules, or policies regulating the conduct of persons on City property, at all times while performing duties pursuant to this Agreement. Consultant agrees and understands that a violation of any of these policies or rules constitutes a breach of the Agreement and sufficient grounds for immediate termination of the Agreement by the City.

16. **Entire Agreement.** This Agreement, any attached exhibits and any addenda or amendments signed by the parties shall constitute the entire agreement between the City and the Consultant, and supersedes any other written or oral agreements between the City and the Consultant. This Agreement can only be modified in writing signed by the City and the Consultant. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.

17. **Third Party Rights.** The parties to this Agreement do not intend to confer on any third party any rights under this Agreement.

SAMPLE

18. **Choice of Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Hennepin County, Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

19. **Conflict of Interest.** The Consultant shall use reasonable care to avoid conflicts of interest and appearances of impropriety in representation of the City. In the event of a conflict of interest, Consultant shall advise the City and either secure a waiver of the conflict or advise the City that it will be unable to provide the requested services.

20. **Work Products and Ownership of Documents.** All records, information, materials and other work products, including, but not limited to the completed reports, drawings, plans, and specifications prepared and developed in connection with the provision of services pursuant to this Agreement shall become the property of the City, but reproductions of such records, information, materials and other work products in whole or in part may be retained by the Consultant. Regardless of when such information was provided, the Consultant agrees that it will not disclose for any purpose any information the Consultant has obtained arising out of or related to this Agreement, except as authorized by the City or as required by law. These obligations survive the termination of this Agreement.

21. **Agreement Not Exclusive.** The City retains the right to hire other professional architectural and engineering service providers for other matters, in the City's sole discretion.

22. **Data Practices Act Compliance.** Any and all data provided to the Consultant, received from the Consultant, created, collected, received, stored, used, maintained, or disseminated by the Consultant pursuant to this Agreement shall be administered in accordance with, and is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. Consultant agrees to notify the City within three (3) business days if it receives a data request from a third party. This paragraph does not create a duty on the part of the Consultant to provide access to public data to the public if the public data are available from the City, except as required by the terms of this Agreement. These obligations survive the termination of this Agreement.

23. **No Discrimination**. Consultant agrees not to discriminate in providing products and services under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion. Violation of any part of this provision may lead to immediate termination of this Agreement. Consultant agrees to comply with Americans with Disabilities Act as amended, Section 504 of the Rehabilitation Act of 1973, and the Minnesota Human Rights Act, Minnesota Statutes, Chapter 363A. Consultant agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of these laws by the Consultant or its guests, invitees, members, officers, officials, agents, employees, volunteers, representatives and subcontractors. Upon request, the Consultant shall provide accommodation to allow

individuals with disabilities to participate in all services under this Agreement. Consultant agrees to utilize their own text telephone or the Minnesota Relay Service in order to comply with accessibility requirements.

24. **Authorized Agents**. The City's authorized agent for purposes of administration of this contract is Deb Williams the Assistant Maintenance Superintendent of the City, or her designee. The Consultant's authorized agent for purposes of administration of this contract is [Consultant's contact name], and all Services shall be performed by or under his supervision.

25. **Notices.** Any notices permitted or required by this Agreement shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to:

Consultant: [Consultant's address, contact person information];

City: City of Bloomington, 1800 West Old Shakopee Road, Bloomington, MN 55431, Attn: Deb Williams; dwilliams@bloomingtonmn.gov; 952-563-4535;

or such other contact information as either party may provide to the other by notice given in accordance with this provision.

26. **Waiver**. No waiver of any provision or of any breach of this Agreement shall constitute a waiver of any other provisions or any other or further breach, and no such waiver shall be effective unless made in writing and signed by an authorized representative of the party to be charged with such a waiver.

27. **Headings**. The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit or affect the scope and intent of this Agreement.

28. **Mediation.** Both parties agree to submit all claims, disputes and other matters in question between the parties arising out of or relating to this Agreement to mediation at the Conflict Resolution Center, 2101 Hennepin Avenue, Suite 100, Minneapolis, Minnesota 55405. In the event mediation is unsuccessful, either party may exercise its legal or equitable rights.

29. **Payment of Subcontractors.** Consultant agrees that it must pay any subcontractor within ten (10) days of the Consultant's receipt of payment from the municipality for undisputed services provided by the subcontractor. Consultant agrees that it must pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of $100 or more is $10. For an unpaid balance of less than $100, the Consultant shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a Consultant must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

SAMPLE

30. **Publicity**. City and Consultant shall develop language to use when discussing the Services. Consultant agrees that any publicity regarding the Services or the subject matter of this Agreement must not be released unless it complies with the approved language. Consultant must not use the City's logo or state that the City endorses its services without the City's advanced written approval.

31. **Severability**. In the event that any provision of this Agreement shall be illegal or otherwise unenforceable, such provision shall be severed, and the balance of the Agreement shall continue in full force and effect.

32. **Signatory.** Each person executing this Agreement ("Signatory") represents and warrants that he or she is duly authorized. In the event the Consultant did not authorize the Signatory to sign on its behalf, the Signatory agrees to assume responsibility for the duties and liability of the Consultant, as set forth herein, personally. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

33. **Recitals.** City and the Consultant agree that the foregoing Recitals are true and correct and are fully incorporated into this Agreement.

[The balance of this page left blank intentionally.]

SAMPLE

IN WITNESS WHEREOF, the City and the Consultant have caused this Professional Services Agreement to be executed by their duly authorized representatives in duplicate on the respective dates indicated below.

CITY OF BLOOMINGTON, MINNESOTA

DATED:_____ BY:_____
Gene Winstead
Its: Mayor

DATED:_____ BY:_____
James D. Verbrugge
Its: City Manager

Reviewed and approved by the City Attorney.

_____
Melissa J. Manderschied

CONSULTANT

[INSERT CONSULTANT'S FULL NAME - ALL CAPS/BOLD]

DATED:_____ BY:_____
Its:_____

SAMPLE

CITY OF BLOOMINGTON MINNESOTA

ADDENDUM NO. 1

DATED APRIL 20, 2018

TO

REQUEST FOR PROPOSALS

FOR

ARCHITECTURAL/ENGINEERING

CONSULTING SERVICES FOR

BUILDING MAINTENANCE AND REPAIR PROJECTS

The following clarifications, amendments, additions, revisions, changes and modifications change the original proposal only in the amount and to the extent hereinafter specified in this Addendum. Each Proposer shall acknowledge receipt of this Addendum in its Proposal.

Attachment A was not included in the original RFP and will be attached to this Addendum.

The following are answers to questions that were submitted:

1. **Please advise the name of the Architectural Firm or Architectural/Engineering Firm that currently has a Contract with the City of Bloomington to provide Architectural/Engineering Consulting Services for Building Maintenance and Repair.**

   Answer: *The current firm for this service is Hammel, Green, and Abrahamson, Inc. (HGA) which has held a contract since May 27, 2016.*

FINANCE DEPARTMENT, PURCHASING
1800 W. OLD SHAKOPEE ROAD, BLOOMINGTON MN 55431-3027
PH 952-563-4758 FAX 952-563-8789 TTY 952-563-8740

AN AFFIRMATIVE ACTION/EQUAL OPPORTUNITIES EMPLOYER

2. **Please also advise the name(s) of each Architectural Firm and/or Architectural/Engineering Firm that had a Contract with the City of Bloomington for the recent two (2) Contract periods to provide Architectural/Engineering Consulting Services for Building Maintenance and Repair.**

   Answer: *In 2012 the City solicited proposals for this service which resulted in two agreements.*

   One agreement was with Shelter Architecture from August 31, 2012 through June 30, 2014. The other agreement was with CNH Architects which had an original agreement plus an extension to the agreement for a total term of August 31, 2012 to June 30, 2016.

Attachment: 18-09 Attachment A – Building Information

CITY OF BLOOMINGTON

Heather Forcier Boettcher

Heather Forcier Boettcher
Purchasing Agent

End of Addendum No. 1

Attachment A

Building			Square Feet	Construction Date
MAIN				
Civic Plaza		1800 west Old Shakopee Road	205,494	2003
Public Works		1700 west 98th street	117,773	2001
Public Works II		1801 west 96th street	60,167	2006
Salt Building		1800 west 96th street	17,920	2003
Western Maint	east	10500 hampshire avenue south	3,500	
	west		6,440	1972
	Pistol range			
Health		1900 West Old Shakopee Road	9,403	1960,70,81
Creekside		9801 Penn Avenue	25,137	1960
Cemetery	garage	10540 Lyndale Avenue South	800	
Cemetery	garage		300	
Old Town Hall		10200 Penn Avenue South	3,690	1892/2007
Robinson		301 West 104th street	6,646	1953
Central Maint	south	9930 Logan Avenue south	18,184	1955,60,62,65,87
	north	9920 Logan Avenue south	20,227	1955,60,62,65,87
MAIN TOTAL			495,681	
FIRE STATIONS				
#1		10 west 95th street	23,379	1993
#2		10601 Xerxes Avenue south	4,474	1969
#3		2050 east 86th street	6,624	1966
#4		4201 west 84th street	4,429	1970
#5		10540 Bush Lake Road	5,315	1975
#6		8601 Lakeview road	4,735	1978
FIRE STATION TOTAL			48,956	
PARKS				
Bush Lake Beach	Beach House	9120 East Bush Lake Road	2,625	1996
	Picnic		3,208	1991
	Maint		908	
West Bush Lake	Shelter #1	9401 West Bush Lake Road	1,980	1988
	Maint		889	2001
	Shelter #2		1,980	1988
Dred	Wheel	10820 Bloomington Ferry Road	1,324	1975
	Maint		2,972	1991
Mt. Normandale	restroom	8500 Chalet Road	378	1979
	maint		908	
	Band Shell		3,253	2001
Valley View	Pool	301 East 90th street	19,570	2002
	Bath house		7,504	1971
	field house		2,004	1964
	Press Box		476	
	Wheel		2,388	2002
Moir	shelter #1		3,038	1994
	shelter #2		1,572	1977
Brookside		10010 Xerxes avenue south	1,134	1975
Bryant		8513 Colfax avenue south	2,394	

Attachment A

Building			Square Feet	Construction Date
Brye		10518 Xavier	924	1976
Countryside		10240 Bloomington ferry Road	1,120	1984
Gene Kelly		185 east 102nd street	1,196	1966
Haeg		8301 Penn Ave	560	
Maplewood		151 east 95th street	532	
Popular Bridge		4600 west 85th street	1,134	1975
Running		9503 12 avenue	924	1963
Smith		8155 Park avenue south	1,134	1975
Sunrise		9601 Bloomington Ferry Road	1,006	1991
Tarnhill		9750 Little Road	924	1976
Westwood		3490 West 109th street	1,196	1965
Northcrest		3500 west 81st street	448	1960
Oak Grove		1301 west 104th street	448	1960
Ridgeview		6001 west 94th street	448	
Southwood		4800 Terracewood Drive	448	1975
Tretbaugh		9000 France	448	1960
Marsh Lake	maint		448	
Pond House			3,309	1856/1996
PARKS TOTAL			77,152	
TOTAL			**621,789**	

CITY OF BLOOMINGTON MINNESOTA

ADDENDUM NO. 2

DATED APRIL 27, 2018

TO

REQUEST FOR PROPOSALS

FOR

ARCHITECTURAL/ENGINEERING

CONSULTING SERVICES FOR

BUILDING MAINTENANCE AND REPAIR PROJECTS

The following clarifications, amendments, additions, revisions, changes and modifications change the original proposal only in the amount and to the extent hereinafter specified in this Addendum. Each Proposer shall acknowledge receipt of this Addendum in its Proposal.

The following are answers to questions that were submitted:

1. **I would like to submit the below question in regards to the Architectural/Engineering Consulting Services for Building Maintenance and Repair Projects RFP.**

   Page 5, VI. Scope of Services

   - **Are responding firms required to propose a comprehensive team to include all the disciplines listed in the scope of services (i.e. Architectural, Civil, Structural, etc.) or are firms allowed to submit for specific areas (i.e. mechanical/electrical, but not architectural, landscape design, etc.).**

Answer: *Responding firms are not required to provide a comprehensive team but one area of the evaluation criteria is project personnel.*

This Request for Proposal (RFP) does allow for the potential of multiple award so proposals will be reviewed based on evaluation criteria found on page nine (9) of the RFP.

The award(s) will be made based on the proposal(s) that best meets the needs of the City.

IX. Proposal Evaluations (Evaluation Criteria)

Proposal(s) will be examined to eliminate those which are clearly non-responsive to the stated requirements. Proposals will be reviewed and a recommendation of award made based on the Proposal most closely meeting the needs outlined in this RFP and providing the best value for the City.

The criteria the City will use to select a Vendor to provide the Services is described below.

Weight	Component	Description
30%	Cost	Ability to offer competitive pricing in direct correlation to RFP requirements.
20%	Project Personnel	The assignment of qualified and experienced architectural/engineering staff responsible for projects who have demonstrated an ability to work together as a team on similar projects.
30%	Project Understanding	The firm's understanding of the work requested as well as documentation of having worked on similar projects.
20%	Project Schedule	The firm's ability to complete the project in a timely fashion.

The firm submitting the selected proposal will be required to sign an agreement with the City of Bloomington based on their Proposal. All parties who submit proposals will be notified by mail of the City's decision regarding selection.

CITY OF BLOOMINGTON

Heather Forcier Boettcher

Heather Forcier Boettcher
Purchasing Agent

End of Addendum No. 2

ALLiANCE

Exhibit B

Request for Proposal

ARCHITECTURAL / ENGINEERING CONSULTING SERVICES

CITY OF BLOOMINGTON MAINTENANCE AND REPAIR PROJECTS

9 MAY 2018

ALLiiANCE

400 Clifton Avenue
Minneapolis, MN 55403

COMMUNICATION
P 612.874.4100
F 612.871.7212

WEBSITE
www.alliiance.us

9 May 2018

Attn: Heather Forcier Boettcher, Purchasing Agent
Finance Department
City of Bloomington
1800 West Old Shakopee Road
Bloomington, MN 55431

Re: Architectural/Engineering Consulting Services for the City of Bloomington
Building Maintenance and Repair Projects

Dear Ms. Forcier Boettcher and Members of the Selection Committee:

The Alliiance team understands the importance of maintenance projects in enabling the City of Bloomington to maintain and improve the delivery of services to the community. Our team has carefully considered the range of potential project types and their scope of work and have assembled a team of experts to address your unique requirements.

Our goals for each of the maintenance projects will be to provide appropriate, effective, and efficient design and support the City of Bloomington's mission and vision. To achieve this goal, our team is prepared to address several key issues:

- Development of a clear and comprehensive scope of work for each project; to align scope with budget
- Actively engage in proactive risk mitigation to minimize budget, schedule, and disruption impacts
- Focus on stewardship of resources to ensure each project is minimally resource consumptive while prioritizing opportunities, challenges, and objectives

Our proposed team has experience with the City of Bloomington, as well as other public works and civic environments. The team consists of Emanuelson-Podas for mechanical, electrical, and plumbing design; Meyer Borgman Johnson for structural engineering; EVS for civil engineering; and Aune Fernandez Landscape Architects for landscape design. We have extensive experience working together on numerous projects including the design of sustainable maintenance and office facilities, for both renovation and new construction projects. Our team, we are committed to the success of each project and is prepared to address even the smallest of details to ensure we prepare a complete and accurate set of documents for you.

We look forward to the opportunity to expand on these themes as we discover the potential of each building maintenance and repair project together.

Sincerely,

Ken Sheehan, AIA, LEED AP
Principal
(612) 874-4189
ksheehan@alliiance.us

Carver County Public Works Facility, Cologne, MN

UNDERSTANDING OF OBJECTIVES AND SCOPE

We understand the City of Bloomington's Public Works Department is seeking architectural and engineering consultation services to assist with design, construction observation, repair methods, and material selection for future maintenance projects for the City's buildings. Consultant services are expected to incorporate the latest technology, sustainability, and design criteria related to the maintenance and repair of all facilities which include thirteen main buildings, six fire stations, and thirty-nine park shelters.

Consultant services will be requested on an as-needed basis for small projects related to building maintenance and may include architectural, civil, structural, mechanical, electrical, and landscape design services. Projects could consist of kitchen remodels, restroom remodels, office remodels, building additions, mechanical replacements, furniture selection, sustainability projects, landscaping, and feasibility studies.

We understand that the scope of this contract includes a range of project types, sizes, scopes, and time frames. While the individual projects may be small or maintenance-focused, our team believes that the same care and thoughtful approach is required to ensure project success. We understand that the City of Bloomington's mission, values, and vision statements guide the City's approach to planning, operation, and maintenance of all of its facilities. To that end, we will have a consistent core team with the ability to pull in technical experts as required.

KEY ISSUES

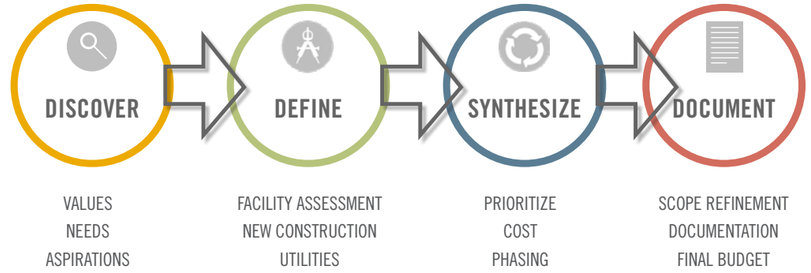
To ensure the success of small scaled projects we focus on the following **three key issues** as a starting point:

1. **Developing a comprehensive scope of work**
   It is not unusual in the process of completing improvement and maintenance projects to discover unforeseen items at the onset or during the work. The scope of a project will need to address these items. Our approach includes taking responsibility to develop a comprehensive list of scope items and inform the City of additional scopes that may need to be included. Maintaining clear and open channels of communication throughout all phases of each project is critical to success.

2. **Aligning scope of work with the budget**
   Our role during the initial phase of each project will be to guide the City through a process that identifies the key scope(s) of work, provides accurate budget pricing, and then prioritizes the scope of work with the City. Key strategies include establishing quality expectations, understanding priorities, undertaking early analysis of existing conditions, providing options, and maintaining transparency of budget and scope to ensure accuracy and alignment with the design team and the City stakeholders.

3. **Stewardship of resources**
   Our team's design philosophy embraces stewardship of the client, community, and natural resources. Our team will work with the City and stakeholders to identify and prioritize opportunities, challenges, and objectives through the following lenses:

   - Safety
   - Function
   - Efficiency
   - Return on Investment
   - Design



Design Process Model

SERVICE OBJECTIVES AND PROJECT APPROACH

To achieve success in each project, we will generate a scope matrix. The matrix will list all scope items, categorize them according to each project brief, including scope owner and budget. The matrix will also become a tool to manage the scope, gain approvals, identify potential bid alternates, and ensure that the drawings cover the desired scope. The use of this matrix will streamline the design effort and the decision making process.

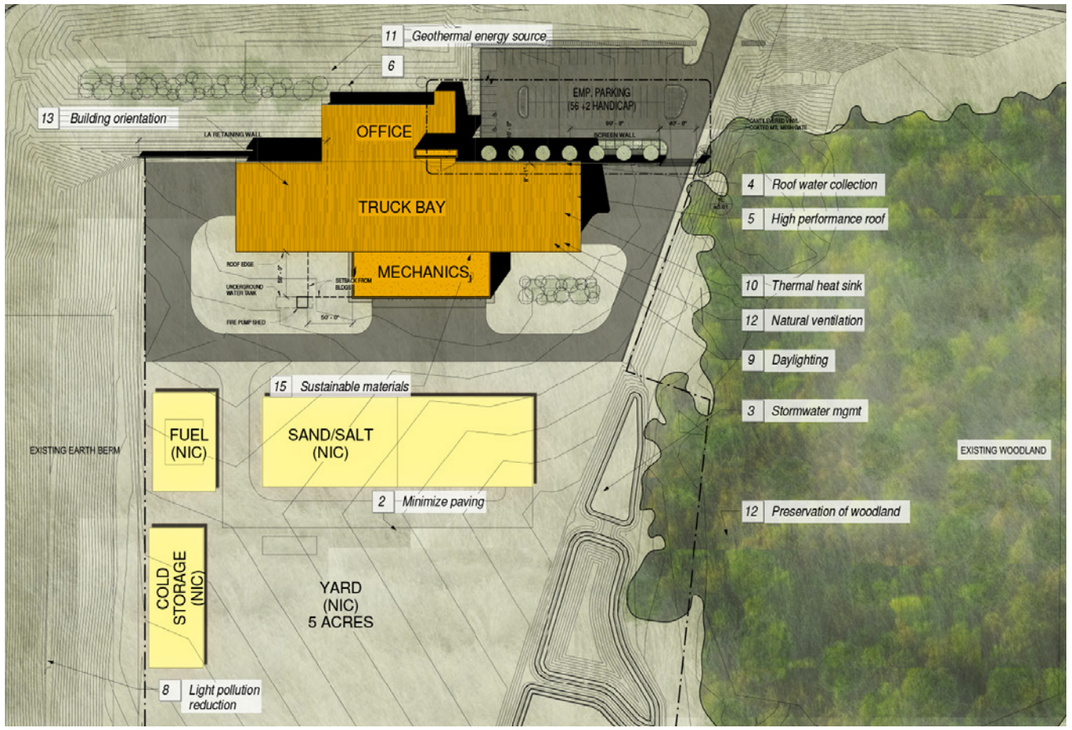
While projects established under this scope could range from utilitarian to design focused, we believe that all are vitally important to the future efficiency and effectiveness of the City's facilities. To address the technical and design challenges of each project, our team of experts will rely on our extensive experience on public projects. Each individual is committed to the success of each project, and will prepare comprehensive design documents for bidding and construction.

EXPERIENCE WITH LEED

Long before the USGBC introduced LEED, Alliiance was a leader in “green” design of public works facilities. For the past 48 years, Alliiance has designed projects that respond to environmental concerns including sustainability and indoor air quality.

Our team has tremendous experience designing with sustainability as a priority and extensive expertise with green rating systems. Alliiance has led numerous projects through the Minnesota State Building Guidelines process, as well as USGBC’s LEED program. We believe that a solid design strategy is built on a foundation of strategic, sustainable choices that create the greatest good for our clients, the community, the planet, and the bottom line.

Our consultant team was selected in part for their knowledge, commitment, and passion for designing sustainable environments. Emanuelson-Podas is known for their expertise in sustainable design and supporting LEED certification. They have been at the forefront of innovative and high-performance design of building mechanical and electrical systems.



MnDOT / Carver County Truck Station Sustainable Site Plan, Chaska, MN

HENNEPIN COUNTY

Multiple Locations

Alliiance has maintained an on-call agreement with Hennepin County for over ten years and counting.

Hennepin County has been a long-standing client of Alliiance for over 20 years. Our work has included all aspects of projects ranging from office renovation to library design and supporting projects, to significant work with the Public Works Department. We are delighted to have had the opportunity to contribute to the public health, well-being, and enjoyment of public facilities throughout the County.

Our architectural and consulting engineers have developed long-standing relationships with County staff and managers that has allowed an efficient design process to support ongoing operations. Although our team has completed significant projects for the County, such as the Minneapolis Central Library and Hennepin County Public Works building in Medina, the majority of our projects have been smaller in scale and focused on improving the quality or usefulness of existing facilities. Below is a sampling of projects that have been completed for the County, similar in size to those mentioned in the RFP.

Projects for Hennepin County include:

- Courtroom Accessibility Improvements
- Bus Drop Off/Waiting Improvements
- Holding Cell Accessibility Improvements
- General Security Improvements
- Office Renovations
- Door Replacement Projects
- Toilet Room Improvements
- Studies for Gender Neutral Toilet Rooms
- Public Works Shops Space Consolidation
- Dispatch and Reporting Center Improvements
- Vestibules Additions
- Warehouse Improvements
- Facility Assessment of Building Systems

Reference for PIC/PM (Ken Sheehan)
John Rode, Senior Facilities Planner
Planning and Project Development
612-596-1984
john.rode@hennepin.us

Hennepin County Public Works Facility, Medina MN

Consultant Background & Experience

UNIVERSITY OF MINNESOTA

Multiple Locations

Over 50% of our projects with the University have design fees of less than $30,000.

Alliiance has enjoyed a 30 year relationship with the University of Minnesota, providing design services that range from small studies and repair and replacement to large ground up and renovation projects.

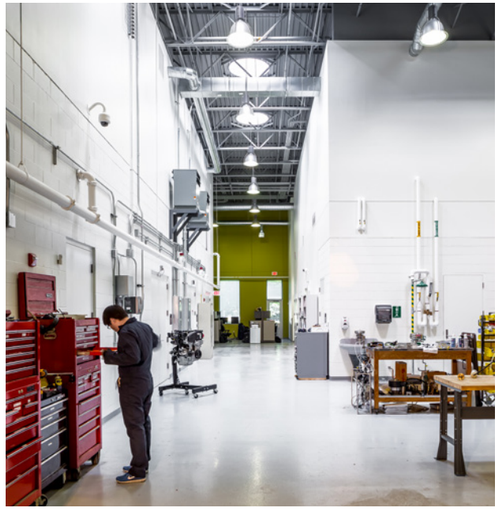
Over time, Alliiance has developed a committed "University team" to ensure standards, preferences, and lessons learned are incorporated into each new project. A steady team also allows consistency in relationships with facilities and maintenance staff, enabling meaningful collaboration of projects to discover the best possible designs and systems selections. This approach has resulted in over 25 successful projects for the University. Building on our familiarity with the University, every project is tailored to the unique needs of the project, schedule, and budget constraints.

Alliiance understands that public funding for the University requires thorough due diligence in decision making and accountability to constituents and stakeholders. As an institution that owns and operates their buildings, a long-term perspective is needed to ensure life cycle cost, operational considerations, and efficiency is addressed.

Reference for PIC/PM (Ken Sheehan)
Marc Partridge, University Architect
Capital Planning and
Project Management
612-626-5907
partr019@umn.edu

Projects for the University include:

- Master Planning and Feasibility Studies
- Predesign Studies
- Facilities Upgrades
- Elevators, Toilet Rooms, and Accessibility Improvements
- Office Renovations
- Lab and Teaching Space Design
- Research and Large Projects



Test Engine Research Lab, Minneapolis, MN

Tate Science and Teaching Renovation, Minneapolis, MN

METROPOLITAN AIRPORTS COMMISSION

Minneapolis-St. Paul International Airport
St. Paul, MN

Alliiance has provided design services for the MAC for over 40 years, becoming a trusted advisor and partner in continuous improvements of all scales at the MSP Airport.

Alliiance has teamed with Metropolitan Airports Commission (MAC) on over 1,000 projects and has had an office located at the Minneapolis-St. Paul airport since 1978. Projects have ranged from small studies and repair and replacement services, to large ground up and renovation projects. Over 15% of our projects with the MAC have design fees of less than $30,000.

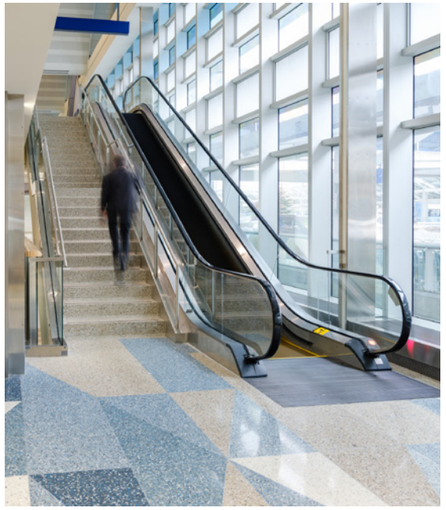
The MAC considers the Alliiance team an extension of their staff. We collaboratively work side-by-side and engage a broad range of MAC staff and stakeholders in a genuine way that assures innovative solutions that exceed expectations. Alliiance shares their commitment to passenger experience as a core value that drives decision-making. Our intimate knowledge of all aspects of the facility and its development over time is balanced with our industry expertise that we bring from working with other airport clients around the world. The unique blend of planning and architectural design expertise helps define the MAC's long-term vision while continuing to implement creative solutions that incrementally contribute to our shared vision and enhance the facility each step of the way.

Reference for PA/PD (Julie MacLeod)
Alan Howell, Senior Airport Architect,
Airport Development Department
Metropolitan Airports Commission
612-726-8132
alan.howell@mspmac.org

Projects for Metropolitan Airports Commission include:

- Master Planning and Feasibility Studies
- Facilities Upgrades
- Elevators, Toilet Rooms, and Accessibility Improvements
- Office Renovations
- Research and Large Projects
- Predesign Studies

Restroom Upgrades



Terminal Renovation

Hennepin County Public Works Facility, Medina, MN

BUILDING THE BEST TEAM

From our founding in 1970, Alliiance has embodied a team approach to design that integrates owners, builders, and specialists into a process focused on success. Communicative, friendly, and oriented toward putting together the best team, we emphasize cooperative relationships to help clients realize their goals. The result is space that is creative and functional, responding to the physical, cultural, and environmental context. Alliiance has had a long successful history managing projects for the City of Minneapolis, the University of Minnesota, and major companies and agencies in the Twin Cites.

Alliiance has a demonstrated track record of designing award-winning public works facilities including the Hennepin County Public Works Facility and the City of Minneapolis Currie and Royalston Maintenance Facilities. Alliiance was the architect for the MnDOT/Carver County Public Works Facility in Chaska as well as the Carver County Public Works Facility in Cologne.

Emanuelson-Podas (EP) provides mechanical, electrical, and plumbing design services from public works facilities, county offices and city halls to police stations, parks, and community centers. Their hands-on, collaborative approach means an efficient, hassle-free process that results in accurate, precise construction documents.

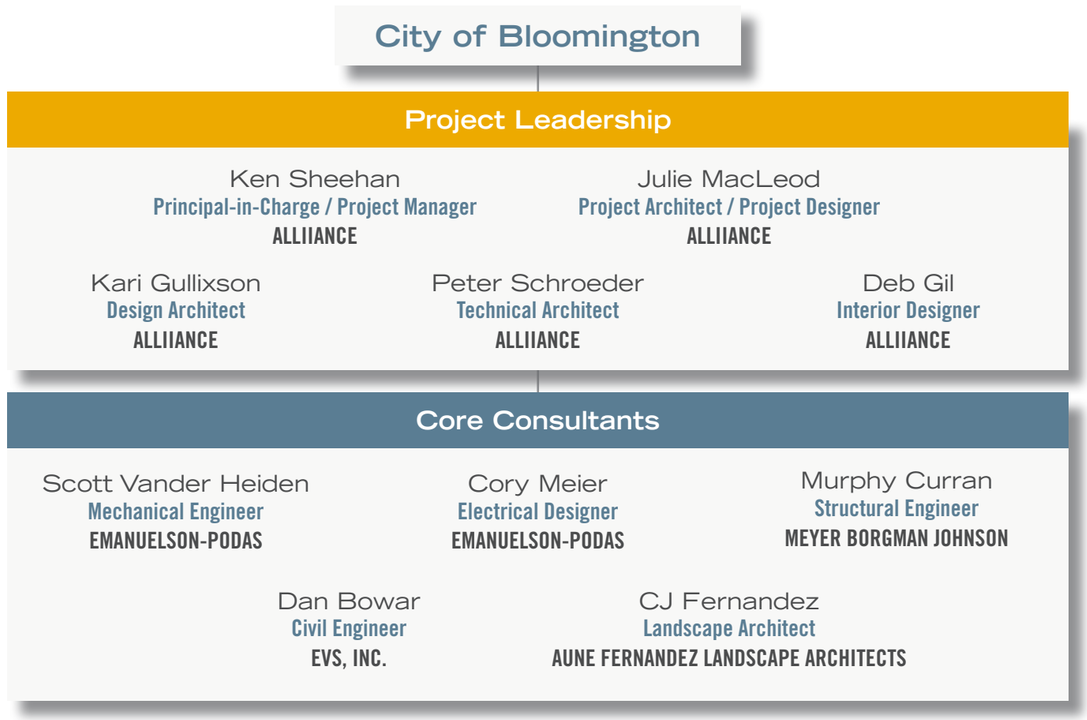
Meyer Borgman Johnson (MBJ) is a full service structural engineering firm who provides all types of structural systems and delivery methods. MBJ's long-lasting working relationship with Alliiance for the past 44 years includes both new construction and renovation work for public clients such as Hennepin County, the University of Minnesota, and the Metropolitan Airports Commission.

EVS, Inc. has provided civil engineering on numerous projects with Alliiance. Their approach focuses on the unique requirements of every site, striving to integrate site infrastructure, storm water management, and grading to complement the unique features of the site, design intent, and geology.

Aune Fernandez Landscape Architects (AFLA) brings a sensitivity to working within the natural landscapes of rural projects to discover a harmony between the natural assets of a site and the new improvements. They pride themselves on having an attention to detail, respect for context, and ability to produce design solutions that result in a unique sense of place.

THE DESIGN TEAM

Alliiance has a reputation for successfully partnering with the best engineers and specialized consultants. Our design philosophy includes the selection of consultant team members who are best suited for each client's specific project. The selection is based on project type and characteristics, the unique expertise of our consultants, and our past working relationship with them. Ken Sheehan will be the day-to-day contact, providing communication for the City of Bloomington staff, managers, and the design team.



EXPERIENCE WORKING TOGETHER

Our team enjoys a long-standing relationship with a number of clients including Hennepin County, the University of Minnesota, and the Minneapolis-St. Paul International Airport where we have worked together on small maintenance-focused projects, mid-sized renovation and addition projects and large-scale construction projects. The design team has extensive, specific experience on civic and public works facilities, renovation and maintenance projects, and sustainable design. The matrix below illustrates this team's experience working together on similar projects.

	Ken Sheehan	Julie MacLeod	Peter Schroeder	Kari Gullixson	Deb Gil	EP	EVS, Inc.	AFLA	MBJ
HENNEPIN COUNTY									
Kitchen Design & Renovation	●		●						●
Restroom & Accessibility Improvements	●		●	●	●	●			●
Office Remodels & Additions	●	●	●	●		●			●
Mechanical Replacements & Sustainability Upgrades	●		●	●		●			
Interior Design & Furniture Selection		●			●				●
Landscaping & Site Improvements			●					●	
Planning & Feasibility Studies	●	●				●		●	●
Miscellaneous Improvements	●		●	●	●	●			●
UNIVERSITY OF MINNESOTA									
Kitchen Design & Renovation					●				
Restroom & Accessibility Improvements	●		●		●				●
Office Remodels & Additions	●				●				●
Mechanical Replacements & Sustainability Upgrades	●		●		●	●			●
Interior Design & Furniture Selection	●		●		●	●			
Landscaping & Site Improvements	●		●		●		●		
Planning & Feasibility Studies	●		●		●	●	●		●
Miscellaneous Improvements	●		●	●	●	●	●		●
MINNEAPOLIS-ST. PAUL INTERNATIONAL AIRPORT									
Kitchen Design & Renovation			●	●					
Restroom & Accessibility Improvements		●	●	●					●
Office Remodels & Additions			●						●
Mechanical Replacements & Sustainability Upgrades		●	●	●					●
Interior Design & Furniture Selection		●		●					
Landscaping & Site Improvements							●		●
Planning & Feasibility Studies		●	●	●					●
Miscellaneous Improvements	●	●	●	●	●	●	●		●

HOURLY FEE SCHEDULE

Alliiance's success in on-call agreements is our ability to consistently deliver a high level of value for public clients. Over eighty percent of our work is for repeat clients. Our approach to proposing design fees for projects focuses on providing an appropriate level of service, aligning our work plan with the scope of work required, and staffing projects appropriately to ensure good alignment with staff experience, expertise, and design fees. All rates subject to an annual increase.

Alliiance

Principal-in-Charge	$170/hr
Project Manager	$120-140/hr
Interior Designer	$100-140/hr
Architect	$90-130/hr
Technician I-IV	$70-120/hr

Emanuelson-Podas

Partner	$190/hr
Engineer I-IV	$105-175/hr
Designer I-IV	$105-140/hr
Drafter	$85/hr

EVS, Inc.

Principal-in-Charge	$175/hr
Engineer I-IV	$100-165/hr
Technician	$105-120/hr

Meyer Borgman Johnson

Principal Engineer	$180/hr
Engineer I-IV	$90-160/hr
CADD Technician I-IV	$85-120/hr

Aune Fernandez Landscape Architecture

Principal Landscape Architect	$130/hr
Project Manager	$130/hr
Landscape Designer	$90/hr
Admin. Staff	$55/hr

XIV. Confirmation of Receipt of Addenda

Addendum #	Date
Addendum No. 1	20 April 2018
Addendum No. 2	27 April 2018

I certify this Proposal complies with the RFP and conditions issued by the City except as clearly marked in the attached copy.

Date	9 May 2018
Name	Ken Sheehan
Authorized Signature	
Title	Principal
Company Name	Alliiance
Address	400 Clifton Avenue
City, State	Minneapolis, MN
Zip Code	55403
Telephone Number	612-874-4189
Fax Number	612-871-7212
E-mail	ksheehan@alliiance.us

XV. Statement of Non-Collusion

The following statement shall be made as part of the Consultant's proposal.

I affirm that I am the Consultant, a partner of the consulting Consultant, or an officer or employee of the Consultant's corporation with authority to sign on the Consultant's behalf.

I also affirm that the attached has been compiled independently and without collusion or agreement, or understanding with any other vendor designed to limit competition.

I hereby affirm that the contents of this Proposal have not been communicated by the Consultant or its agent to any person not an employee or agent of the City.

Signed

Ken Sheehan

Print Name

Principal

Title

9 May 2018

Date

Alliiance

Consultant's Name

400 Clifton Avenue

Address

Minneapolis, MN 55403

City / State / Zip Code

P: 612-874-4189 F: 612-871-7212

Telephone and Fax Numbers

ksheehan@alliiance.us

Email Address

KEN SHEEHAN AIA, LEED AP, PRINCIPAL

Principal-in-Charge / Project Manager

Ken has spent much of the past 18 years focusing on building longstanding relationships with various university and public clients. His ability to quickly understand key project issues for a wide range of project types and clients has enabled relationships with key design and construction partners resulting in strong, cohesive teams for projects. Ken's team leadership skills and attentiveness to key project issues and client needs has enabled his projects to exceed client expectations. Ken has led project teams on numerous award winning public works projects.

Alliiance
23 Years of Experience

Education and Professional Affiliations
B. Arch., Magna cum Laude,
Kansas State University
American Institute of Architects (AIA)
LEED Accredited,
U.S. Green Building Council

Registrations
Registered Architect, Minnesota, 43965

Project Experience
Hennepin County
- Public Works Facility, Medina, MN
- Medina Communications Center, Medina, MN

City of Minneapolis Royalston and Currie Maintenance Facilities, Minneapolis, MN
MnDOT / Carver County Public Works Facility, Chaska, MN
Xcel Energy Hiawatha West and Midtown Substation Enclosures, Minneapolis, MN
University of Minnesota
- Interior Finish Standards, multiple locations
- Tate Science and Teaching Renovation, Minneapolis, MN
- Cancer and Cardiovascular Research Building, Minneapolis, MN
- Masonic Cancer Research Building 7th Floor Laboratory Renovation, Minneapolis, MN
- Bee and Pollinator Research Laboratory, St. Paul, MN
- Cargill Building for Microbial and Plant Genomics, St. Paul, MN
- Jackson Hall Animal Physiology Imaging Remodeling, Minneapolis, MN
- CFANS Service Labs Upgrades, St. Paul, MN
- Cloquet Forestry Center and Hubacheck Wilderness Research Center, Ely, MN
- Hasselmo Hall Robotics Lab, Minneapolis, MN
- Church Street Pedestrian Tunnel, Minneapolis, MN
- Phillips Wagensteen Building Freshii Restaurant, Minneapolis, MN

BlueCross BlueShield of Minnesota Numerous Renovations, Eagan, MN
Delta Air Lines General Offices Renovation, Minneapolis, MN

JULIE MACLEOD AIA, LEED AP, NCIDQ, SENIOR ASSOCIATE

Project Architect / Project Designer

Julie has extensive experience managing a wide range of project types from simple additions and remodels to large-scale planning projects. In doing so, she brings a holistic, pragmatic perspective to solving complex issues creatively and practically. Adept at discerning vital matters to maximize functional improvements and align project scope with budget and desired outcomes. Julie is committed to delivering exceptionally functional, forward-thinking designs for each client. She understands how the design of a physical environment contributes to an organization's evolution, catalyzing progress.

Alliiance
25 Years of Experience

Education and Professional Affiliations
M. Arch., University of Minnesota
B.S., Housing, University of Minnesota
American Institute of Architects (AIA)
LEED Accredited, U.S. Green Building Council
National Council for Interior Design Qualification (NCIDQ)

Registrations
Registered Architect, Minnesota, 53038
Certified Interior Designer, Minnesota, C02268

Project Experience
Hennepin County Public Works Facility, Medina, MN
Minneapolis-St. Paul International, St. Paul, MN
- Restroom Upgrades
- Concourse G Visioning

Williston Basin Regional Airport Schematic Design, Williston, ND
- Airport Rescue and Fire Fighting Building
- Airport Operations Center and Snow Removal Equipment Buildings

Gerald R. Ford International Airport, Grand Rapids, MI
- Gateway Transformation
- Security Checkpoint Consolidation
- Concourse B Expansion and Renovation

Bill and Hillary Clinton National Airport, Little Rock, AR
- Terminal Renovation and Expansion
- 2020 Vision Plan
- Tenant Design Review

Cheyenne Regional Airport New Terminal, Cheyenne, WY
Memphis-Shelby County International Airport Concourse B Modernization, Memphis, TN

DEB GIL ID, LEED AP ID+C, NCIDQ, IIDA, SENIOR ASSOCIATE
Interior Designer

Since joining Alliiance in 2000, Deb has focused on a wide variety of interior building types including public facilities. She has over 30 years of experience programming, designing, and selecting furnishings and finishes. As interiors have evolved, she has used her knowledge and communication skills to develop and reinforce strategies that result in sophisticated interior spaces that support the work styles and needs of each client's environment.

Alliiance
30 Years of Experience

Education and Professional Affiliations
B.S., Interior Design,
Minnesota State University, Mankato
LEED Accredited, Interior Design and Construction,
U.S. Green Building Council
National Council for Interior Design Qualification (NCIDQ)
International Interior Design Association (IIDA)

Registrations
Certified Interior Designer, Minnesota, C02049

Project Experience
MnDOT / Carver County Public Works Facility, Chaska, MN
State of Minnesota Space Planning Representative - Departments of Agriculture, Health, and Human Services, St. Paul, MN
Minnesota State Capitol Repairs, Restoration, and Preservation FF&E, St. Paul, MN
University of Minnesota
- Interior Finish Standards, multiple locations
- Donhowe Level 4 Capital Planning and Project Management Offices, Minneapolis, MN
- Mechanical Engineering Laboratory Renovations, Minneapolis, MN
- Tate Science and Teaching Renovation, Minneapolis, MN
- Bee and Pollinator Research Laboratory, St. Paul, MN
- Crops Research Soils Testing Laboratory Upgrades, St. Paul, MN
- Minnesota Poultry Testing Laboratory, Willmar, MN
- Cancer and Cardiovascular Research Building, Minneapolis, MN
- Jackson Hall Animal Physiology Imaging Remodel, Minneapolis, MN
- Hasselmo Robotics Laboratory, Minneapolis, MN

Allianz Life Corporate Campus Numerous Renovations, Golden Valley, MN
BlueCross BlueShield of Minnesota, Eagan, MN
Medtronic Numerous Renovations Numerous Renovations, multiple locations
Delta Air Lines General Offices Renovation, Minneapolis, MN
Michaud Cooley Erickson Office Remodel, Minneapolis, MN

KARI GULLIXSON AIA, LEED AP, SENIOR ASSOCIATE
Design Architect

Kari's experience includes all phases of project delivery from programming to construction administration, with an emphasis on quality documents and attention to detail. She has strong communication and coordination skills, and is always an effective and positive team player. Kari brings an extensive background in projects involving functional improvements, remedies, and upgrades with her experience working on the Minneapolis-St. Paul International Airport over the past eight years as well as numerous county and corporate clients.

Alliiance
19 Years of Experience

Education and Professional Affiliations
M. Arch., University of Minnesota
B. Env. Design, University of Minnesota
American Institute of Architects (AIA)
LEED Accredited, U.S. Green Building Council

Registrations
Registered Architect, Minnesota, 43070

Project Experience
Hennepin County, Minneapolis, MN
- Juvenile Justice Center Courts Renovation
- Health Services Building Office Renovation

Minneapolis Central Library, Minneapolis, MN
Minneapolis Community & Technical College Health Sciences Renovation, Minneapolis, MN
Montessori Center of Minnesota, St. Paul, MN
Minneapolis-St. Paul International Airport, St. Paul, MN
- Restroom Upgrades
- Wayfinding Improvements
- Passenger Screening Improvements
- Electrical Infrastructure Rehabilitation
- Concourse G Roof Replacement / Clerestory Glazing Replacement
- HVAC and AHU Replacements and Penthouse
- Delta Airlines Lobby Renovation
- Ticketing Lobby Operational Improvements
- Emergency Power Upgrades
- Baggage Claim Remodel
- Miscellaneous Modifications

Hamachi Sushi Accessibility Seating Review, Minneapolis-St. Paul International Airport, St. Paul, MN
Allianz Life Corporate Campus Numerous Renovations, Golden Valley, MN
Michaud Cooley Erickson Office Remodeling, Minneapolis, MN
Minnesota Life Tennant Interiors and Improvements, St. Paul, MN
Calyxt Office and Laboratory including Accessibility Review, Roseville, MN

Alliiance
23 Years of Experience

Education and Professional Affiliations
B. Arch., University of Minnesota
American Institute of Architects (AIA)

Registrations
Registered Architect, Minnesota, 51545

PETER SCHROEDER AIA, SENIOR ASSOCIATE
Technical Architect

Peter has 23 years of experience focusing on a variety of public projects including public works facilities. His technical expertise, organizational skills, and creativity play a vital role at Alliiance. Peter has tremendous experience in working with clients to develop and steward the design into construction. He brings expertise and efficiency to the design, documentation, and construction process enabling the team to deliver the project on time and on budget.

Project Experience
Hennepin County
- Public Works Facility, Medina, MN
- Medina Communications Center, Medina, MN

City of Minneapolis Royalston and Currie Maintenance Facilities, Minneapolis, MN
MnDOT / Carver County Public Works Facility, Chaska, MN
Arden Hills City Hall, Arden Hills, MN
North St. Paul Public Works Facility Predesign, St. Paul, MN*
Reif Performing Arts Center, Grand Rapids, MN
University of Minnesota
- Mechanical Engineering Lab Renovations, Minneapolis, MN
- Tate Science and Teaching Renovation, Minneapolis, MN
- Cancer and Cardiovascular Research Building, Minneapolis, MN
- Physics and Nanotechnology Building and Numerous Lab Renovations, Minneapolis, MN

Minneapolis-St. Paul International Airport HVAC and AHU Replacements, St. Paul, MN
Allianz Life Corporate Campus, Golden Valley, MN
Medtronic World Headquarters Manufacturing Prototype Project, Fridley, MN

* Completed while with another firm

Emanuelson-Podas
20 Years of Experience

Registrations
Mechanical Engineer, Minnesota, 40918

SCOTT VANDER HEIDEN PE, LEED AP BD+C, MANAGING PARTNER
Mechanical Engineer

Scott has 20 years of experience designing HVAC, plumbing, piping, fire protection, and building automation systems, as well as project management and construction administration expertise in a variety of industry sectors including public and municipal work. He has a special focus on leading and designing sustainable projects, with multiple LEED-registered projects under his belt.

Project Experience: Hennepin County Public Works Facility Predesign, Medina, MN •• Washington County North Public Works Building, Stillwater, MN •• Wright County Highway Maintenance Facility, Buffalo, MN •• St. Louis Park City Hall Renovation, St. Louis Park, MN •• Griggs County Courthouse and Emergency Ops Center, Cooperstown, ND •• City of Minneapolis East Side Offices and Fleet Services Center, Minneapolis, MN

Emanuelson-Podas
30 Years of Experience

CORY MEIER SENIOR ELECTRICAL DESIGNER
Electrical Designer

Cory has more than 30 years in the electrical engineering field. He leads clients through the design process, educating them on the good, better, and best solutions available in each aspect of the electrical field, including lighting selection, security systems, access control, communications systems, power distribution, and emergency systems.

Project Experience: Hennepin County Public Works Facility Predesign, Medina, MN •• Washington County North Public Works Building, Stillwater, MN •• Wright County Public Works Building, Buffalo, MN •• MnDOT Regional Facility Renovation, Detroit Lakes, MN •• Nobles County Office and Hazardous Waste Building, Worthington, MN •• St. Louis Park City Hall Renovation, St. Louis Park, MN •• City of Minneapolis East Side Offices and Fleet Service Center, Minneapolis, MN

Meyer Borgman Johnson
14 Years of Experience

Registrations
Professional Engineer, Structural, Minnesota, 47174

MURPHY CURRAN PE, ASSOCIATE
Structural Engineer

Murphy brings a broad range of experiences in complex renovation and reconstruction projects with a focus on adaptive reuse and retrofitting structures. For this project, he will be responsible for numerous activities including collaborative decision-making about design direction and structural coordination with other project disciplines.

Project Experience: Hennepin County Medina Public Works Facility, Medina, MN •• MnDOT / Carver County Public Works Facility, Chaska, MN •• Eagan Public Works, Eagan, MN •• Metro Transit Police Department Office Building, Minneapolis, MN •• MSP International Airport Concourse G Expansion Site Preparation, St. Paul, MN •• University of Minnesota Folwell Hall Renovation, Minneapolis, MN •• University of Minnesota Scholars Walk Canopy, Minneapolis, MN

DAN BOWAR PE, LEED AP, CIVIL ENGINEER

Civil Engineer

EVS, Inc.
16 Years of Experience

Registrations
Professional Engineer, Civil, Minnesota, 45018, and two other U.S. States

Dan has extensive knowledge of stormwater modeling and innovative stormwater design techniques to meet the ever-changing regulatory environment. He has successfully prepared numerous plans requiring unique grading, stormwater, and utility solutions for a wide range of projects. He is familiar with and passionate about sustainable design requirements and implementing these practices in a cost effective manner.

Project Experience: MnDOT / Carvery County Public Works Facility, Chaska, MN •• University of Minnesota Cloquet Forestry Center and Hubachek Wilderness Research Center, Ely, MN •• Minneapolis Sculpture Garden, Minneapolis, MN •• U.S. Army Reserve Centers, locations Nationwide •• MN Air National Guard 133rd Airlift Wing, Minneapolis-St. Paul International Airport •• Minnesota Security Hospital, St. Peter, MN

CARLOS FERNANDEZ ALSA, PRESIDENT

Landscape Architect

Aune Fernande Landscape Architecture
18 Years of Experience

Registrations
Registered Landscape Architect, Minnesota, 45414

CJ's wide experience ranges from master planning, parks, and urban design to small scale, highly detailed projects of various types. Throughout his career he has led public design processes, including entitlement processes in many communities. CJ's ability to interact, listen, and respond to the public provides a solid foundation for working closely with clients from programming through budgeting and construction.

Project Experience: Lilydale Regional Park Master Plan Phases 1-4, St. Paul, MN •• Beaver Bay Wayside, Beaver Bay, MN •• Caribou Falls Wayside, North Shore, MN •• Donaldson Company Campus and Courtyard Renovation, Bloomington, MN •• BlueCross BlueShield Campus Improvements, Eagan, MN •• CBRE Colonnade Building Campus Improvements, Golden Valley, MN

HENNEPIN COUNTY PUBLIC WORKS FACILITY

Medina, MN

The 242,000 sf Hennepin County Public Works Facility (PWF) is on a 146-acre site located on an existing elevated plateau which allows the primary existing wetlands to remain undisturbed. The PWF follows the shape of the plateau in a gentle sweep. Buildings and site retaining walls integrate with the landscape and present a positive image to the community. The PWF yard areas are screened from view by the buildings, retaining walls, berms, and landscaping. Site and internal building circulation were developed to provide clear organization and orientation. Major emphasis was placed on the use of recycled and recyclable building materials in the PWF. The facility has its own internal sewage treatment plant which allows the reuse of cleansed domestic water for flushing of toilets in the facility. The project received a design award from the Minnesota chapter of the American Institute of Architects. The program for the building and site included vehicle storage, maintenance, offices, fuel island, salt/sand storage, and numerous support shops.

CITY OF MINNEAPOLIS PUBLIC WORKS ROYALSTON MAINTENANCE FACILITY

Minneapolis, MN

The 70,000 sf Royalston Maintenance Facility replaced several shops scattered throughout the City of Minneapolis. The facility was completed in the Summer of 1998 on a 5-acre site near downtown Minneapolis. This project brought police vehicle maintenance and the Lands and Buildings shops together. The programs were sited to maximize common use of break rooms, meeting space, and the site, while maintaining the necessary separation of shops and use. The program included a vehicle maintenance shop, radio repair shop, warm vehicle storage, and the Lands and Buildings shops. The Lands and Buildings shops include a paint shop, plumbing shop, carpentry shop, mechanical engineers shop, welding shop, and a bricklayers shop. The building was placed along the southeast side of the site to screen existing neighbors from noise created by the facility and to create a secured yard and parking area. Throughout the facility careful attention was given to provide natural light and large flexible spaces to promote a clean and pleasant work environment and to accommodate the changing needs of the City over time. The project received design awards from the American Institute of Architects and the American Public Works Association.

MNDOT / CARVER COUNTY PUBLIC WORKS FACILITY

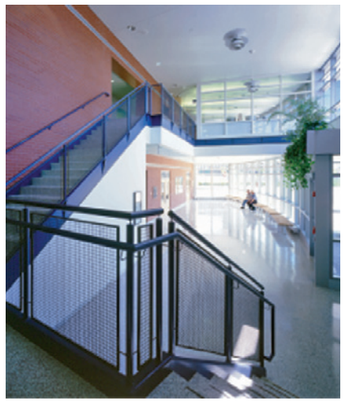
Chaska, MN

The 49,000 sf MnDOT Carver County Truck Station is located on a 17-acre site northeast of Highway 212 and Jonathan Carver Parkway. The building houses vehicle storage, offices, crew facilities, an inventory center, truck wash, mechanics work space, large vehicle maintenance, salt/sand storage, and numerous yard storage requirements. Building positioning allows the existing wetlands and woodland area to remain undisturbed as well as optimization of stormwater filtration and infiltration ponds. The yard and building were designed to utilize existing berms on the site and the building orientation and massing were composed to screen undesirable yard functions from adjacent uses. As one of MnDOT's initial projects to go through the Minnesota State Building, Benchmarking and Beyond (B3) program, major emphasis was placed on sustainable strategies including specific building orientation, window and opening location, geothermal system, and three stage stormwater infiltration pond.

CITY OF MINNEAPOLIS PUBLIC WORKS CURRIE MAINTENANCE FACILITY

Minneapolis, MN

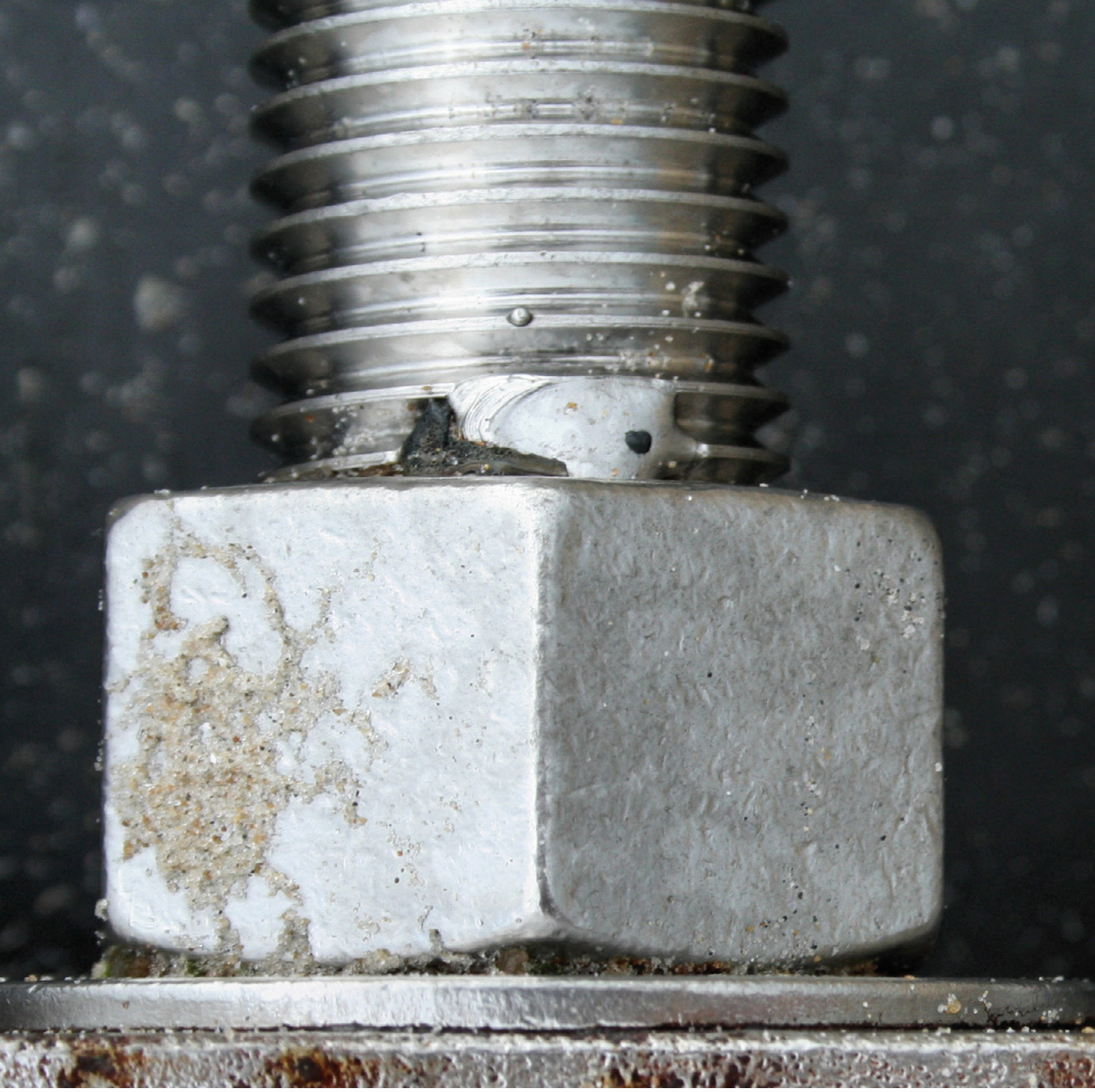
Located on the edge of downtown Minneapolis, the Currie Maintenance Facility was designed by Alliiance for the City of Minneapolis Public Works Equipment Services Division. The 185,000 sf facility is a consolidation of existing, previously outdated facilities. At the time of construction, it provided the maintenance and repair of all City of Minneapolis vehicles, including sedans, sanitation trucks, fire engines, and many other specialized equipment items. The project includes office and meeting space, a break area, a dispatch center, large vehicle and truck maintenance bays, a central parts stores, welding shop, a fuel island, and other support functions. The facility also includes a 70,000 sf vehicle warm storage area and a large vehicle automated wash area. This facility is an example of how good aesthetics can combine with a functional, efficient plan and still be economical. The office spaces provide a spectacular view of downtown Minneapolis with daylight in all spaces. The project received a design award from the Minnesota chapter of the American Institute of Architects.



CARVER COUNTY PUBLIC WORKS FACILITY

Cologne, MN

Located on 45 acres in Cologne, Minnesota, the 81,225 sf public works complex for Carver County serves as the public works headquarters and houses five of the six divisions within the department. Designed to minimize energy consumption, the facility provides a new work environment for approximately 75 county employees. Office and conference space, vehicle maintenance, warm vehicle storage, and a vehicle wash bay are located in the main building. Placement of the building on an intermediate plateau within the existing prairie landscape captures views to the adjacent, restored wetland and provides daylighting to shop spaces and offices. The commodity storage yard is shielded from public views by the buildings. The facility includes a dry pond water treatment system designed by the county and intended as a demonstration site. In keeping with the site organization, the building components identify the public and private zones while offering views of how the facility operates.



Uniting People and Place through Design

Contact
Ken Sheehan
612-874-4189
ksheehan@alliiance.us

Alliiance
400 Clifton Avenue
Minneapolis, MN 55403
www.alliiance.us

Exhibit C

ALLiiANCE

400 Clifton Avenue
Minneapolis, MN 55403

COMMUNICATION
P 612.874.4100
F 612.871.7212

WEBSITE
www.alliiance.us

March 06, 2020

Deb Williams
City of Bloomington MN
1800 West Old Shakopee Road
Bloomington, MN 55403

Dear Ms. Williams,

Thank you for the opportunity to extend our contract for the Bloomington On-Call Services. We have enjoyed working with you and the numerous city departments on the wide range of projects that have occurred under our current contract.

Our full team is excited to have this opportunity to continue working together for another two years. If you have any questions, please contact me at your convenience at (612) 874-4189.

Sincerely,

Ken Sheehan, AIA, LEED AP
Principal

cc: Kalea Fischer, City of Bloomington
CE, TH, JOM, Alliiance

CITY OF BLOOMINGTON MINNESOTA

Request for Council Action

Originator	Item
Engineering	**Award PMP Street Maintenance Project Contract (2020-102)**
Agenda Section	Date
CONSENT BUSINESS	April 6, 2020

Requested Action:

Motion by _____, seconded by _____ to award the contract for the 2020-102 PMP Street Maintenance Project to Bituminous Roadways, Inc. in the amount of $4,755,446.96 and approve various contract changes up to 5% of the original contract amount ($237,772.35) for a total project construction authorization of $4,993,219.31.

Item created by: Darin Rezac, Engineering
Item presented by: Karl Keel, Public Works Director

Description:

It is requested that the City Council consider the award of contract for the 2020-102 PMP Street Maintenance Project. This project includes approximately 8.71 miles of proposed street overlays in accordance with the Council approved PMP Overlay program. Additionally, this project will also include reconstruction of the parking lot at the Off-Leash Dog Park, pedestrian improvements at the intersection of W. 84th Street & Normandale Boulevard (CSAH 34), and construction of a raised-median traffic circle at the intersection of Knox Avenue & W. 83rd Street. The traffic circle at the intersection of Knox Avenue & W. 83rd Street was bid as an Add Alternate to the project and is scheduled to be awarded with the rest of the project at the April 6 City Council meeting.

PMP Overlays are done without a direct assessment to the adjacent property owners. Project costs for the 2020-102 PMP Street Maintenance Project will be paid for from the 4110 Overlay Fund and all other improvements and repairs will be from budgeted utility, street maintenance, trail maintenance, 4115 Franchise Fees Fund, and the Normandale Lake District Fund.

A map has been included showing the locations of these improvements.
Bids were opened and received on Friday, March 27 at 11:00 AM. All bids are based on unit prices and estimated quantities. The bid results for the 2020-102 PMP Street Maintenance Project are as follows:

Contractor	**Bid Bond**	**Bid Amount (Includes Add Alternate)**	**Bid Amount (to be Awarded)**
Bituminous Roadways, Inc	**5%**	**$4,755,446.96**	**$4,755,446.96**
S.M. Hentges & Son, Inc.	5%	$4,766,908.95	

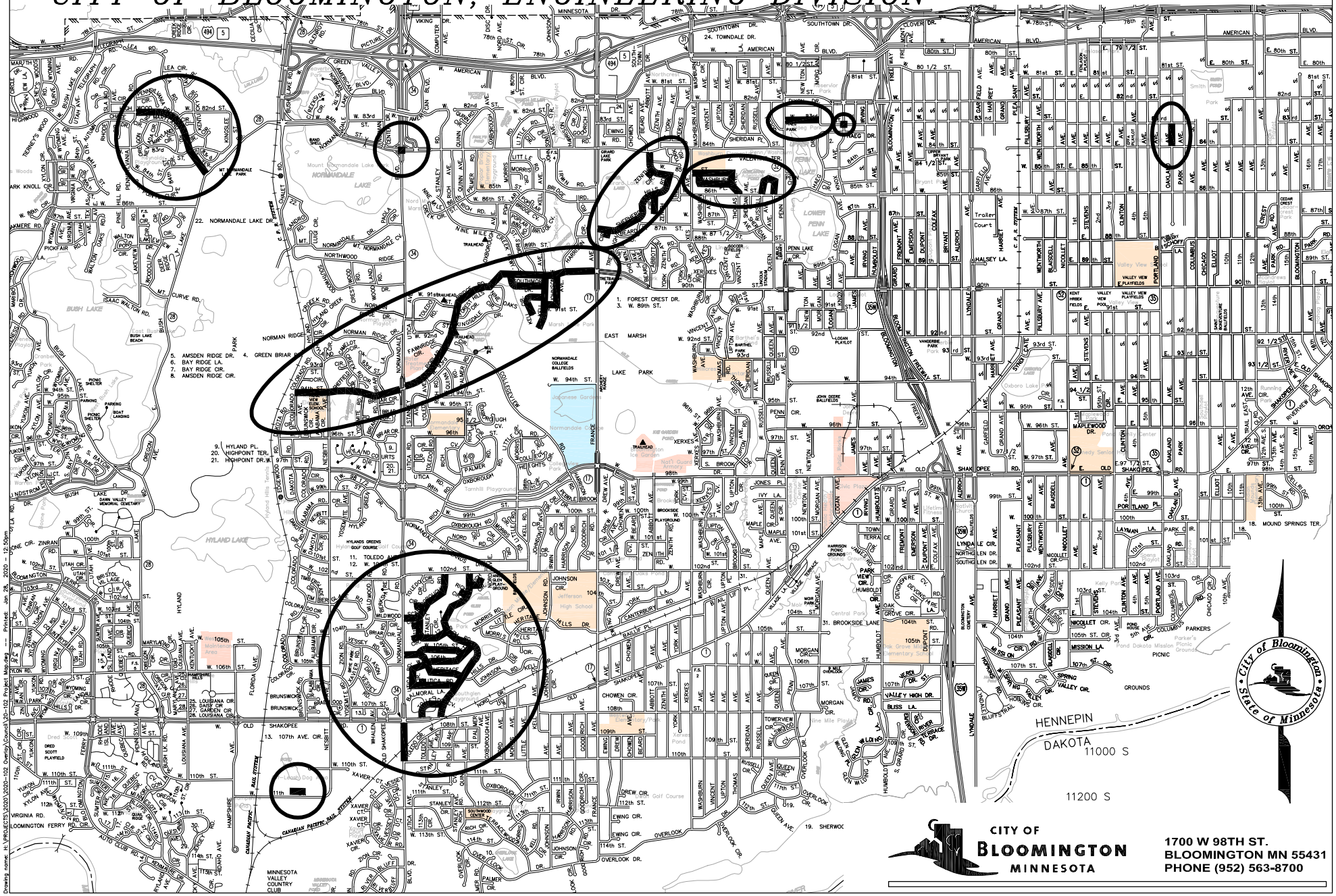
GMH Asphalt Corporation	5%	$5,037,869.59	
Valley Paving, Inc.	5%	$5,496,420.90	
OMG Midwest Inc. Dba Minnesota Paving & Materials	5%	$5,535,428.81	
Engineer's Estimate		$5,584,468.30	

Attachments:

Project Map.pdf

2020-102 PMP STREET MAINTENANCE PROJECT

CITY OF BLOOMINGTON, ENGINEERING DIVISION



CITY OF BLOOMINGTON MINNESOTA

Request for Council Action

Originator	Item
Engineering	**Award Bridge Preservation Project Consultant Contract (2021-802)**
Agenda Section	Date
CONSENT BUSINESS	April 6, 2020

Requested Action:

Motion by_____, seconded by_____ to award the Bridge Preservation Project Consultant Contract (2021-802) to Kimley Horn and Associates, Inc.

Item created by: Bob Simons, Engineering
Item presented by: Karl Keel, Public Works Director

Description:

The 2021-802 Bridge Preservation Project will repair and protect three bridges in Bloomington from advanced deterioration, which includes the American Boulevard Bridge over Highway 100, Auto Club Bridge, and the Pedestrian Bridge at 106th Street over Nine Mile Creek.

MnDOT Certified Bloomington staff conducts routine inspections on all three of the bridges at the required 24-month frequency. During these routine inspections, Bloomington staff has determined that these three bridges require further evaluation and preservation to protect from advanced deterioration.

This Bridge Preservation Project Consultant Contract includes the evaluation, design, development of plans and specifications, construction administration and inspection services for these three bridges. Solicitations were sent to seven firms for the 2021-802 Bridge Preservation Project and the City received six proposal quotations by the requested deadline. The selection was based on qualifications and experience, project personnel, project understanding and cost to value. Based on these criteria, Kimley Horn & Associates, Inc. is the preferred firm at a proposed cost of $159,610. Kimley Horn has a history of producing good work for Bloomington.

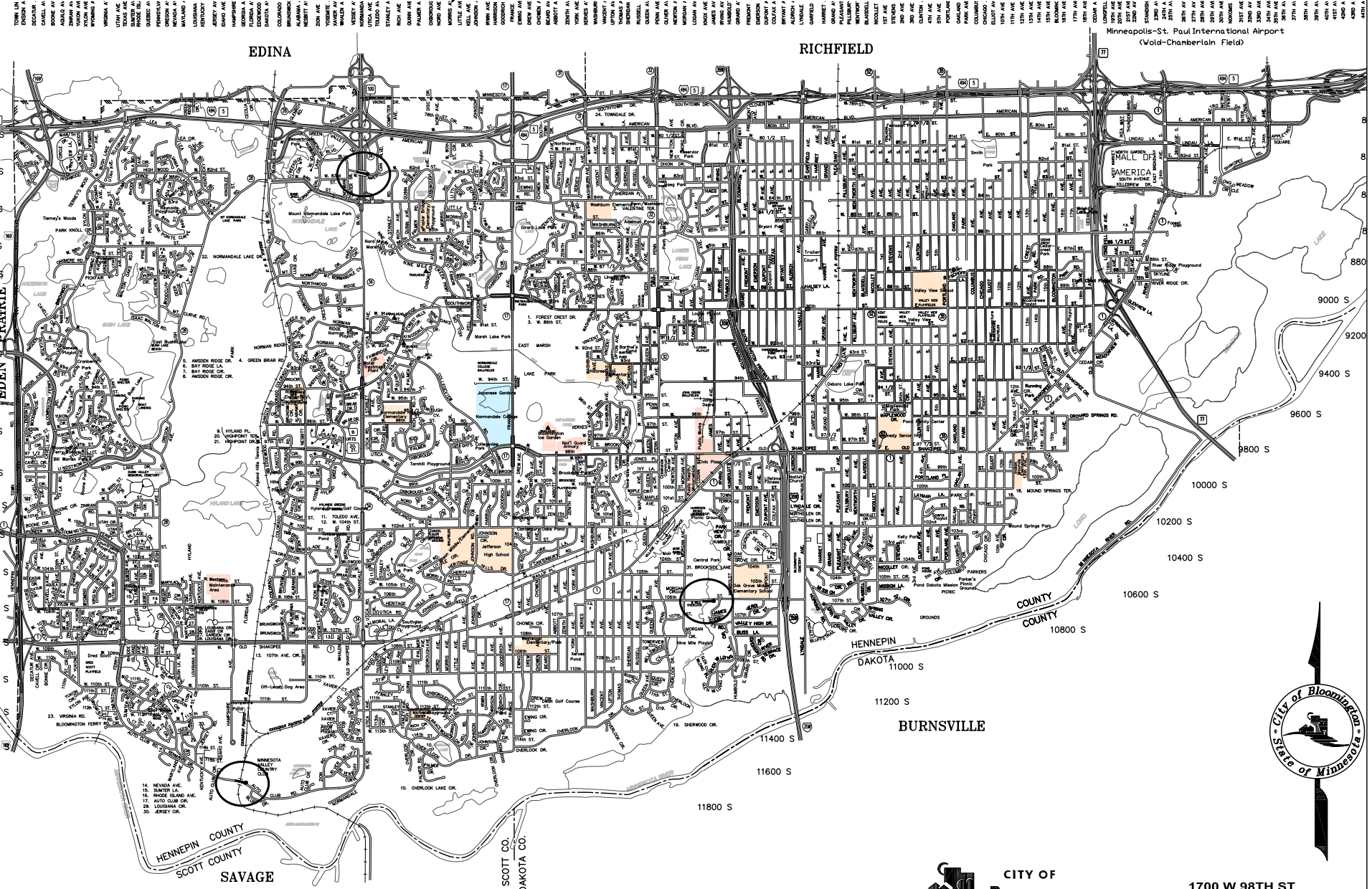
The Bloomington Legal Department has reviewed and approved the consultant contract. A copy of the contract is available for review at the Engineering Division (Agreement ID #2020-122). Adequate funds are available to support this contract and it will be funded by State Aid funds. A project location map is attached.

Attachments:

2021-802 Project Map.pdf

2021-802 BRIDGE PRESERVATION PROJECT

CITY OF BLOOMINGTON, ENGINEERING DIVISION



CITY OF BLOOMINGTON MINNESOTA

1700 W 98TH ST.
BLOOMINGTON MN 55431
PHONE (952) 563-8700

Drawing name: F:\ENGINEER\ADMIN\Prof Eng Services (RFPs_Contracts)\2020 Agreements\2021-802 Bridge Preservation Project\RFP Attachments\21-802 Project Map.dwg --- Printed: Jan 23, 2020 - 9:25am

CITY OF BLOOMINGTON MINNESOTA

Request for Council Action

Originator	Item
Public Works	**Authorize Entry Into Statewide Public Works Mutual Aid Pact**
Agenda Section	Date
CONSENT BUSINESS	April 6, 2020

Requested Action:

Motion by _____, seconded by _____ to adopt Resolution No. 2020-_____ authorizing entry into a statewide public works mutual aid pact.

Item created by: Kalea Fischer, Public Works
Item presented by: Karl Keel, Public Works Director

Description:

The purpose of this agreement is to provide a process for local units of government to share public works personnel and equipment with participating agencies. There is no membership or fixed cost to participate in this public works mutual aid pact.

This agreement should not be interpreted as being limited to use only during catastrophic situations, rather, it may be leveraged for routine circumstances such as training efforts and maintenance operations. The decision when to request assistance or provide assistance is left entirely to the discretion of the requesting and or sending party. The sending party has discretion whether to provide personnel or equipment and can recall such assistance at any time.

If resources are requested it should be expected that those costs would be invoiced however the agreement says that "charges may be levied," so it is the decision of the sending party whether or not to invoice the receiving party. The agreement also speaks to responsibility and liability. Each party shall be responsible for its own personnel or damaged equipment, for example. Responding personnel shall be deemed to be performing regular duties for each respective sending party for purposes of workers compensation.

Hennepin County Emergency Management (HCEM) has volunteered to serve as the administrative coordinator for this agreement among local units of government. This agreement will better position Bloomington to coordinate and work with its partnering agencies through a formalized agreement which would become effective immediately after the agreements are executed.

Attachments:

Statewide Public Works Equipment Sharing Agreement 2020-147.pdf
Statewide Public Works Mutual Aid Agreement 2020-148.pdf
Resolution Entering Mutual Aid Agreement.docx

EQUIPMENT LOAN AGREEMENT

This Equipment Loan Agreement ("Agreement") is made and entered into as of the __ day of _____, 20___ by and among the governmental units that have executed this document as evidenced by the signature pages attached hereto.

RECITALS

A. Each Party has certain public works Equipment that can be utilized by other Parties for use in carrying out their respective duties to keep public infrastructure properly maintained and to protect the public health, safety, and welfare in a cost-effective manner.

B. It is the best interests of the Parties and their respective taxpayers to enter into an agreement to set out a process by which a Party may request the use of certain equipment of another Party and to set out the terms under which such equipment will be made available.

C. This Agreement is an extension of the joint powers agreement titled the Public Works Joint Powers Mutual Aid Agreement the parties have adopted and which is a prerequisite to entering into this Agreement.

D. In order to reduce the financial risks associated with loaning Equipment, this Agreement is limited to only loaning Equipment that has a replacement value of no greater than $500,000 as determined by the Party who owns the equipment.

E. Hennepin County Emergency Management has agreed to receive and maintain the contact information for the Parties that have entered into this Agreement in order to facilitate requests to borrow equipment.

F. This Agreement is made pursuant to Minnesota Statues, section 471.59, which authorizes the joint and cooperative exercise of powers common to the parties. Each of the Parties to this Agreement is authorized to own and operate Equipment and so may enter into a joint powers agreement to share such Equipment.

AGREEMENT

The Parties to this Agreement hereby agree as follows:

1. **Definition of Terms**. For the purposes of this Agreement, the following terms shall have the meaning given them in this section.

   (a) Agreement. "Agreement" means this Equipment Loan Agreement.

   (b) Eligible Party. "Eligible Party" means a "governmental unit" as defined by Minnesota Statues, section 471.59, subdivision 1 that has entered into the joint powers agreement titled the Public Works Joint Powers Mutual Aid Agreement.

(c) Equipment. "Equipment" means any equipment, vehicles, or other property owned by a Party that has a replacement value of under $500,000 as determined by the Party who owns the equipment.

(d) HCEM. "HCEM" means Hennepin County Emergency Management or its designee.

(e) Party and Parties. "Party" means an Eligible Party that elects to participate in this Agreement by the authorization of its governing body. "Parties" means more than one Party to this Agreement.

(f) Requesting Official. "Requesting Official" means a person who is designated by the Requesting Party to request the loan of one or more pieces of Equipment from another Party.

(g) Requesting Party. "Requesting Party" means a Party that requests to loan one or more pieces of Equipment from a Sending Party.

(h) Sending Official. "Sending Official" means a person who is designated by a Party to determine whether and to what extent that Party should loan one or more pieces of its Equipment to a Requesting Party.

(i) Sending Party. "Sending Party" means a Party that loans one or more pieces of Equipment to a Requesting Party.

2. **Designate Officials**. The governing body of each Party shall designate one or more employees or elected officials to serve as a Requesting Official that is authorized to request Equipment from another Party. The governing body of each Party shall also designate one or more employees or elected officials to serve as a Sending Official that is authorized to loan Equipment to another Party. Each Party shall provide the names and contact information regarding its designated Requesting Official and Sending Official to HCEM.

3. **Requesting Equipment**. Whenever, in the opinion of a Requesting Official of a Party, there is a need for Equipment from another Party, such Requesting Official may, at his or her discretion, call upon the Sending Official of any other Party to furnish the requested Equipment. The Parties understand that this Agreement is limited to Equipment that has a replacement value of under $500,000 as determined by the Party that owns the Equipment. Any piece of Equipment that has a replacement value of $500,000 or greater may not be loaned or borrowed pursuant to this Agreement. The Sending Party has the sole discretion of determining whether to loan the requested Equipment to the Requesting Party and shall in no way be held liable for denying a request.

4. **Fees**. The Requesting Official and the Sending Official shall mutually agree on whether a fee shall be charged for use of the Equipment. The Requesting Official and the Sending Official may determine that no fee will be charged. If a fee is to be charged, the amount of the fee must be documented in writing and mutually agreed upon before any Equipment is loaned. Such writing may be by email or any other written form. If a fee is

charged, the Sending Party shall submit an invoice to the Receiving Party within 30 days after the Equipment is returned to the Sending Party. The Receiving Party shall pay the invoice within 30 days after receipt of the invoice.

5. **Loan Period**. Prior to sending the Equipment, the Requesting Official and the Sending Official shall agree on the length of the period during which the Requesting Party may use the Equipment. The Requesting Official and the Sending Official may agree to modify the loan period.

6. **Recalling Equipment**. Whenever a Sending Party has provided one or more pieces of Equipment to a Requesting Party, the Sending Official may at any time, regardless of the agreed upon loan period, recall any of the Equipment it loaned if the Sending Official determines, in his or her best judgment, such recall is necessary to provide for the best interests of the Sending Party's community. Such action shall not result in liability to any Party and each Party hereby waives all claims against another Party for recalling any Equipment.

7. **Requesting Party's Responsibilities**. A Requesting Party that receives one or more pieces of Equipment from a Sending Party shall, during the entire period in which the Requesting Party has possession of the Equipment, be responsible for each of the following:

   (a) Transporting. Transporting the Equipment to and from the Sending Party's location;

   (b) Examining the Equipment. Examining the Equipment upon receipt to determine its suitability for the Requesting Party's intended use;

   (c) Trained Operators. Ensuring that only properly trained and licensed personnel are allowed to operate the Equipment;

   (d) Routine Maintenance. Conducting any routine maintenance required to operate the Equipment. Routine maintenance includes, but is not limited to, supplying fuel, lubricants, fluids, repairing flat tires, and other items that are typically incidental to the use of the Equipment;

   (e) Liability and Equipment Insurance. Maintaining liability, property, automobile, and such other insurance coverages as may be needed to cover its operation of the Equipment. The Requesting Party's coverage shall be primary and non-contributory to any other coverage available to the Sending Party. The Requesting Party shall also be entitled to maintain a program of self-insurance. The Sending Party may require proof of insurance coverage from the Requesting Party before agreeing to loan its Equipment;

   (f) Workers' Compensation. Injuries to or death of its own personnel while using the Equipment. The Requesting Party shall maintain workers' compensation insurance or self-insurance covering its own personnel while they are using the Equipment. The Requesting Party waives the right to sue the Sending Party for any workers' compensation benefits paid to its own personnel or their

dependents, even if the injuries were caused wholly or partially by the negligence of the Sending Party or its officers, employees, volunteers, or agents;

(g) Damages. Damages to or loss of the Equipment. At a minimum, the Requesting Party shall be obligated to either repair the Equipment or pay the mutually agreed upon actual cash value of the Equipment. The Sending Party shall be entitled to receive any insurance or coverage proceeds received by the Requesting Party that are in excess of the Equipment's actual cash value;

(h) Storing. Storing the Equipment in a safe and secure place; and

(i) Returning. Returning the Equipment to the Sending Party at the end of the agreed upon loan period or earlier if recalled by the Sending Party. The Equipment shall be returned in at least the same condition it was in when received, except normal wear and tear. Any Equipment using fuel or other fluids must be returned with at least the same level of fuel and fluids that the Equipment had when received by the Requesting Party.

8. **Indemnification**. To the fullest extent permitted by law, the Requesting Party agrees to defend, indemnify, and hold the Sending Party harmless against any claims brought or actions filed against the Sending Party or any officer, employee or agent of the Sending Party for injury to, death of, or damage to the property of any third person or persons, arising from the Requesting Party's use of the Equipment or the Requesting Party's failure to perform its obligations under this Agreement. The Requesting Party is not required to indemnify the Sending Party for claims arising from the Sending Party's own negligence or misconduct. Under no circumstances shall a Party be required to pay on behalf of itself and the other Party any amounts in excess of the limits on liability established in Minnesota Statutes, Chapter 466 applicable to any one Party.

9. **Liability**. To the fullest extent permitted by law, action by the Parties to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purposes of liability, as set forth in Minnesota Statutes, section 471.59, subd. 1a(a), provide further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of another Party, except to the extent necessary to give effect to the indemnification provision in this Agreement.

10. **Governing Law**. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota.

11. **Waiver**. The waiver by either the Requesting Party or the Sending Party of any breach or failure to comply with any provision of this Agreement by the other party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.

12. **Entire Agreement**. This document, including the recitals and the documents expressly incorporated herein by reference, constitutes the entire agreement between the Parties regarding the lending and borrowing of Equipment. This Agreement is an extension of the Public Works Joint Powers Mutual Aid Agreement, which is incorporated herein. To

the extent there are any inconsistencies between the documents, the provisions of this Agreement shall be controlling with respect the lending and borrowing of Equipment by the Parties.

13. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

14. **Savings Clause**. If any court of competent jurisdiction finds any portion of this Agreement to be contrary to law or invalid, the remainder of the Agreement will remain in full force and effect.

15. **Withdrawal**. Any Party may withdraw from this Agreement by action of its governing body. The withdrawing Party shall send written notification of its withdrawal to HCEM. Any Party who withdraws from the Public Works Joint Powers Mutual Aid Agreement shall, as of the effective date of such withdrawal, be deemed to have also withdrawn from this Agreement.

16. **Effective Date and Termination**. This Agreement is effective on the date at least two Parties sign this Agreement. This Agreement will become effective as to additional Parties on the date executed by each such additional Party. This Agreement shall continue until terminated. This Agreement shall be deemed terminated if the Public Works Joint Powers Mutual Aid Agreement is terminated according to its terms, or if the number of Parties to this Agreement falls below 11. HCEM will notify the remaining Parties if this Agreement is terminated.

17. **No Third Party Rights**. This Agreement is solely for the benefit of the Parties. This Agreement shall not create or establish any rights in or for the benefit of any third party.

IN WITNESS WHEREOF, the Parties, by action of their respective governing bodies, caused this Agreement to be approved on the date below.

CITY OF BLOOMINGTON, MINNESOTA

GOVERNMENTAL UNIT

Dated: _____

BY: _____

Its City Manager

AND: _____

Its City Attorney

STATE OF MINNESOTA
PUBLIC WORKS
MUTUAL AID PACT

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PUBLIC WORKS JOINT POWERS
MUTUAL AID AGREEMENT

FOREWORD

The general purpose of this Public Works Joint Powers Mutual Aid Agreement ("Agreement") is to provide a process for units of government to share public works personnel and equipment with other agencies within the State of Minnesota. This Agreement specifically allows a requesting party to select the resources that best meets the needs of a given situation. A requesting party may call upon any other participating party for mutual aid. There is no requirement to make requests through a particular party. In addition, this Agreement should not be interpreted as being limited to providing resources to deal with only major catastrophic situations. Participating parties can utilize the resources for many reasons including routine circumstances such as training efforts, maintenance operations, joint-projects, and back-up support service. This Agreement provides the flexibility for all units of government to use the resources located among all participating parties in the State of Minnesota.

The decision as to when to invoke mutual aid and whether to respond is left to the discretion of the requesting or sending party. Each unit of government should acquaint supervisory personnel with any internal procedures used for mutual aid. While the Joint Powers Agreement does not require particular words or actions to initiate mutual aid, agencies should be clear about whether mutual aid is being requested and what type of assistance is requested. The responding agency should also be clear about what, if any, assistance they will provide in response to the request. Parties should not self-deploy.

Furthermore, each staff member within a department should have a basic familiarity with mutual aid, the responsibilities when reporting to another unit of government and the protections afforded under the unit of government's workers' compensation.

For liability reasons, management of a mutual aid situation is under the control of the requesting party. However, the sending party has discretion whether to provide personnel or equipment and can recall such assistance at any time.

While there is no hard and fast time limit related to requests for mutual aid, the commitment of resources can be taxing on agencies. In addition, in some situations an advantage can be gained by ending a mutual aid request and entering into a different form of contractual assistance.

In order to keep this mutual aid agreement closer to local level of government, Hennepin County Emergency Management ("HCEM") has volunteered to serve as the administrative coordinator for the units of government entering into this Agreement. When a community adopts this Agreement a fully executed copy of the Agreement needs to be forwarded to HCEM.

Each unit of government is responsible for entering and updating available unit of government resources. Resources will now be listed online in a mutually agreed upon resource management database. The parties to this Agreement are solely responsible for updating their available resources in the agreed upon database.

The effective date for this Agreement is October 1, 2018. This date was established to allow enough time for agencies to receive the appropriate authority. Participation can be started upon execution of the Agreement and is effective for a unit of government upon its submission of the signed Agreement to HCEM. Agencies that elect not to participate in the Agreement may be bound by other existing mutual aid agreement or state statutes.

PUBLIC WORKS JOINT POWERS MUTUAL AID AGREEMENT

This Public Works Joint Powers Mutual Aid Agreement ("Agreement") is formed and entered into effective as of the 1st day of October, 2018 by and among the governmental units that have executed this document as evidenced by the signature pages attached hereto (individually, a "Party" and collectively, the "Parties").

I. GENERAL PURPOSE

The general purpose of this Agreement is to provide a means by which a Party may request and obtain public works assistance from one or more other Parties when the Party determines such public works assistance is necessary. This Agreement is made pursuant to Minnesota Statutes, section 471.59, which authorizes the joint or cooperative exercise of powers common to the Parties.

II. DEFINITION OF TERMS

For the purposes of this Agreement, the terms defined in this section shall have the following meanings:

Subd. 1. **Eligible Party**. "Eligible Party" means a "governmental unit" as defined by Minnesota Statues, section 471.59, subdivision 1.

Subd. 2. **Public Works Assistance**. "Public Works Assistance" means equipment and personnel including, but not limited to, licensed staff, professional engineers, and non-licensed personnel that are used for activities related to streets, water, stormwater, wastewater, sewers, parks, transit, buildings/facilities, airports, and all other public works programs.

Subd. 3. **Party and Parties**. "Party" means an Eligible Party that elects to participate in this Agreement by the authorization of its governing body. "Parties" means more than one Party to this Agreement.

Subd. 4. **Requesting Official**. "Requesting Official" means a person who is designated by the Requesting Party to request Public Works Assistance from another Party.

Subd. 5. **Requesting Party**. "Requesting Party" means a Party that requests Public Works Assistance from another Party.

Subd. 6. **Sending Official**. "Sending Official" means a person who is designated by a Party to determine whether and to what extent that Party should provide Public Works Assistance to a Requesting Party.

Subd. 7. **Sending Party**. "Sending Party" means a Party that provides Public Works Assistance to a Requesting Party.

Subd. 8. **HCEM**. "HCEM" means the Hennepin County Emergency Management or designee.

III. PARTIES

The Parties to this Agreement shall consist of as many Eligible Parties that have approved this Agreement by October 1, 2018. Additional Eligible Parties shall become a Party on the date this Agreement is approved and executed by the Party's governing body.

Upon approval by a Party, the executed signature page of this Agreement shall be sent to the HCEM along with a resolution approving this Agreement.

IV. PROCEDURE

Subd. 1. **Designate Officials**. Each Party shall designate, and keep on file with the HCEM, the name of the person(s) of that Party who shall be its Requesting Official and Sending Official. A Party may designate the same person as both the Requesting Official and the Sending Official. Also, a Party may designate one or more persons to serve as an alternate in the absence of a designated official.

Subd. 2. **Request for Assistance**. Whenever, in the opinion of a Requesting Official of a Party, there is a need for Public Works Assistance from another Party, such Requesting Official may, at his or her discretion, call upon the Sending Official of any other Party to furnish Public Works Assistance.

Subd. 3. **Response**. Upon the receipt of a request for Public Works Assistance from a Party, the Sending Official may authorize and direct personnel and equipment of the Sending Party be sent to the Requesting Party. Whether the Sending Party provides such Public Works Assistance to the Requesting Party and, if so, to what extent such Public Works Assistance is provided shall be determined solely by the Sending Official (subject to such supervision and direction as may be applicable within the governmental structure of the Party by which they are employed). Failure to provide Public Works Assistance will not result in liability to a Party and each Party hereby waives all claims against another Party for failure to provide Public Works Assistance.

Subd. 4. **Back-Up Assistance**. When a Sending Party provides Public Works Assistance under the terms of this Agreement, it may in turn request Public Works Assistance from other Parties as "back-up" during the period it is it outside of its jurisdiction providing Public Works Assistance to the original Requesting Party.

Subd. 5. **Recalling Assistance**. Whenever a Sending Party has provided Public Works Assistance to a Requesting Party, the Sending Official may at any time recall its personnel and equipment, or any part thereof, if the Sending Official in his or her best judgment deems such recall is necessary to provide for the best interests of the Sending Party's community. Such action will not result in liability to any Party and each Party hereby waives all claims against another Party for recalling Public Works Assistance.

Subd. 6. **Command of Scene**. The Requesting Party shall be in command of all situations where Public Works Assistance is provided. The personnel and equipment of the Sending Party shall be under the direction and control of the Requesting Party until the Sending Party withdraws Public Works Assistance or the Public Works Assistance is no longer needed.

Subd. 7. **Charges**. Charges may be levied by a Sending Party for Public Works Assistance rendered to a Requesting Party under the terms of this Agreement. The Sending Party may submit to the Requesting Party an itemized bill for the actual cost of any Public Works Assistance provided, including salaries, overtime, materials, and supplies, equipment operation, and other necessary expenses. The Requesting Party will reimburse the Sending Party providing the Public Works Assistance for that amount or other such amount as mutually negotiated. Such charges are not contingent upon the availability of federal or state government funds. A Party may request a list of rates from another Party prior to requesting assistance. No charges shall apply to joint training events unless the Parties participating in the particular event agree to a charge in writing prior to the event.

V. RESPONSIBILITY AND LIABILITY

Subd. 1. **Personnel**. Each Party shall be responsible for its own personnel and equipment, and for injuries or death to any such personnel or damage to any such equipment. Responding personnel shall be deemed to be performing their regular duties for each respective Sending Party for purposes of workers' compensation.

Subd. 2. **Worker's Compensation**. Each Party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing Public Works Assistance pursuant to this Agreement. Each Party, and where applicable its insurer or coverage provider, waives the right to sue any other Party for any worker's compensation benefits paid to its own employee or volunteer or their dependents, even if the injuries or death were caused wholly or partially by the negligence of any other Party or its officers, employees, or volunteers.

Subd. 3. **Damage to Equipment**. Each Party shall be responsible for damages to or loss of its own equipment. Each Party, and where applicable its insurer or coverage provider, waives the right to sue any other Party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other Party or its officers, employees or volunteers.

Subd. 4. **Liability**. For the purposes of the Minnesota Municipal Tort Liability Act (Minnesota Statutes, Chapter 466), the employees and officers of the Sending Party are deemed to be employees (as defined in Minnesota Statutes, section 466.01, subdivision 6) of the Requesting Party.

The Requesting Party agrees to defend and indemnify the Sending Party against any claims brought or actions filed against a Sending Party or any officers, employees, or volunteers of a Sending Party for injury or death to any third person or persons or damage to the property of third persons arising out of the performance and provision of Public Works Assistance pursuant to the Agreement. Under no

circumstances, however, shall a Party be required to pay, on behalf of itself and other Parties, any amount in excess of the limits of liability established in Minnesota Statutes, chapter 466, applicable to any one Party. The limits of liability for some or all of the Parties may not, as provided in Minnesota Statutes, section 471.59, subdivision 1a, be added together to determine the maximum amount of liability for any Party.

The intent of this subdivision is to impose on each Requesting Party a limited duty to defend and indemnify a Sending Party for claims arising within the Requesting Party's jurisdiction subject to the limits of liability under Minnesota Statutes, chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among the Parties and to permit liability claims against the Parties from a single occurrence to be defended by a single attorney. However, the Sending Party, at is option and its own expense, shall have the right to select its own attorney or approve a joint attorney as appropriate, considering potential conflicts of interest. Nothing in this Agreement is intended to constitute a waiver of any immunities and privileges from liability available under federal law or the laws of Minnesota. If a court determines that the liability of a Party or Parties is not subject to the tort caps and liability exceeds the tort cap maximum, a Party shall be subject to liability only for the acts of its officers, employees and volunteers.

No Party to this Agreement nor any official, employee or volunteer of any Party shall be liable to any other Party or to any other person for failure of any Party to furnish Public Works Assistance or for recalling Public Works Assistance.

VI. EFFECTIVE DATE AND MODIFICATIONS

This Agreement shall become effective and operative beginning at 12:01 A.M., local time on October 1, 2018. The HCEM shall maintain a current list of the Parties to this Agreement and, whenever there is a change, shall notify the designated Sending Officials. Notice may be sent to the Sending Officials via email or through the United States Postal Service. No modification of this Agreement shall be effective unless it is reduced to writing and is approved by action of the governing body of each of the then current Parties.

VII. WITHDRAWAL AND TERMINATION

A Party may withdraw from this Agreement by its governing body adopting a resolution to withdraw. Withdrawal is effective after 30 days' written notice is provided to the HCEM. HCEM shall thereupon give notice of such withdrawal, and the effective date thereof, to all other Parties. Parties that have withdrawn may rejoin by following the procedure set forth in this Agreement. This Agreement will terminate with respect to all Parties if the total number of Parties to the Agreement falls below 11. HCEM shall notify the remaining Parties that the Agreement has terminated.

IN WITNESS WHEREOF, the Parties, by action of their respective governing bodies, caused this Agreement to be approved on the dates below.

(Each Party must attach a dated and signed signature
page consistent with that Party's method of executing contracts.)

Entity:_____

Mailing Address:

_____

_____

Adopted on the ___ day of _____, 2020.

By:_____

Its:_____

By:_____

Its:_____

Attest:

By:_____

Its:_____

RESOLUTION NO. 2020 -

RESOLUTION AUTHORIZING THE PUBLIC WORKS MUTUAL AID PACT

WHEREAS, the City Council of the City of Bloomington is the official governing body of the City of Bloomington, Minnesota ("City"); and

WHEREAS, City Charter Section 6.06 authorizes the Mayor and City Manager, with the City Attorney, to sign and execute contracts, bonds, and instruments in the name of the City; and

WHEREAS, pursuant to Minnesota Statues, Section 471.59, governmental units may jointly or cooperatively exercise any power common to the contracting parties or any similar powers by agreement entered into through action of their governing bodies; and

WHEREAS, the attached State of Minnesota Public Works Mutual Aid Pact and the Equipment Loan Agreement (the "Agreements") provide a process for units of government to request public works personnel and equipment from other agencies within the State of Minnesota; and

WHEREAS, the Agreements require designation of a "Requesting Official" who is authorized to request Public Works Assistance, as defined therein, and to request the loan of Equipment having a replacement value of under $500,000; and

WHEREAS, the Agreements require designation a "Sending Official" who is authorized to determine whether and to what extent the City should provide Public Works Assistance to the other Party, and whether and to what extent the City should loan one or more pieces of its Equipment, each having a replacement value of under $500,000, to the other Party; and

WHEREAS, the Agreements do not expire, but the City may withdraw by providing 30 days written notice; and

WHEREAS, the City of Bloomington desires to enter said Agreements which become effective upon executing the documents; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, MINNESOTA, that the recitals stated above are hereby incorporated by reference and the City Manager, or his/her designee where allowed by Bloomington City Charter, is designated the "Requesting Official" and the "Sending Official" and shall have the authority as outlined in the Agreements; and

BE IT FURTHER RESOLVED**,** based on the foregoing recitals and as required by State Law and City Charter, that the Mayor, City Manager, and City Attorney are hereby authorized and directed to take any and all actions required to enter into the Agreements for and on behalf of the City.

Passed and adopted this 6th day of April, 2020.

_____
Mayor

Attest:

_____
Secretary to the Council

CITY OF
BLOOMINGTON
MINNESOTA

Request for Council Action

Originator	Item
Police Department	**Memorandum of Understanding (Termination of Current and Approval of New) - CornerHouse Interagency Agreement**
Agenda Section	Date
CONSENT BUSINESS	April 6, 2020

Requested Action:

Motion by ____, seconded by ____ to terminate the current Interagency Agreement - Memorandum of Understanding with CornerHouse and approve a new Agreement - MOU.

Item created by: Emily Herman, Police Department
Item presented by: Jeff Potts, Chief of Police

Description:

The Bloomington Police Department is requesting City Council approval to terminate the current Interagency Agreement - Memorandum of Understanding (MOU) with CornerHouse and approve a new Agreement - MOU. CornerHouse provides forensic interviews for children and vulnerable adults who have experienced sexual or serious physical abuse. In working through their accreditation process, they have requested a revised MOU be approved. Per the current MOU in place, CornerHouse has submitted a Letter of Termination so that the new MOU can be approved.
Copies of this Letter of Termination and the new MOU are available for review in the Bloomington Police Administration Office.

CITY OF
BLOOMINGTON
MINNESOTA

Request for Council Action

Originator	Item
Finance	**Resolution to Temporarily Suspend Imposition of Late Fees for Utility Bills**
Agenda Section	Date
CONSENT BUSINESS	April 6, 2020

Requested Action:

Motion by _____, seconded by _____ to adopt Resolution No. 2020- _____ to temporarily suspend imposition of late fees for utility bills.

Item created by: Briana Eicheldinger, Finance
Item presented by: Lori Economy-Scholler, CFO

Description:

It is recommended that the City Council approve suspension of penalty late fees applicable to City Utility bills for the time period of April 1, 2020 through September 30, 2020.

In anticipation of the growing financial stress to single family homeowners as a result of COVID-19, the City of Bloomington is offering relief from penalties associated with delinquent utility accounts during the time period of April 1, 2020 through September 30, 2020.

During this time, single family homeowners unable to make their regular payment by the due date of their bill will not be assessed the 5% late fee as outlined in City Code 10.17(a), 11.06(d), 11.29(c), and 16.20(a).

This relief applies to the 5% late fee penalty only; it does not apply to any previously assessed fees. Payment of the balance for all utility services will still be required. Balances may be paid any time during 2020 under a payment arrangement with Utility Billing or remaining account balances shall be certified to the City Assessor who shall prepare an assessment roll providing for assessment of the unpaid amounts against the respective properties served. The assessment shall include the amount of the unpaid account balance including the normal administrative charges as provided under law.

Utility fees are collected for Water, Wastewater, Storm Utility and Solid Waste. A typical homeowner's bill for these services is approximately $55.37 per month. In 2019 a total of $347,088 in late fees were collected from single family/townhome properties. While actual impacts of COVID-19 are not yet known, staff estimates that relief of these penalties could result in lost utility revenues of $173,544 (approximately .08% of the revenues anticipated over this period) or more for the upcoming six month period. This shortfall in revenue would be covered in the short term by existing fund balances and eventually recouped by future utility rate increases.

Attachments:

Resolution - Waive late fees and penalties
Ordinance No 2020-7 Local Emergency

RESOLUTION No. 2020-_____

A RESOLUTION TEMPORARILY SUSPENDING IMPOSITION OF LATE FEES FOR UTILITY BILLS UNDER SECTIONS 10.17(a), 11.06(d), 11.29(c), AND 16.20(a) OF BLOOMINGTON CITY CODE

WHEREAS**,** the City Council is the official governing body of the City; and

WHEREAS, the City Council adopted Ordinance 2020-7 on March 16, 2020 (attached and incorporated by reference) which took effect immediately upon passage; and

WHEREAS, Ordinance 2020-7 invoked the City's Emergency Operations Plans and the Pandemic Response Plan and authorized the portions that are necessary for response to and recovery from the Emergency related to the novel coronavirus and the resulting COVID-19 disease as declared by the Mayor in Declaration 2020-1; and

WHEREAS, Ordinance 2020-7 declared that to the extent normal state laws and city policies and procedures impede an efficient response or compliance with federal and state directives and recommendations, the City Manager, Emergency Management ("Coordinator"), and their designees are hereby authorized to suspend compliance with those laws, policies, and procedures as authorized by Emergency Executive Order 20-01 and by Minnesota Statutes, Sections 12.32 and 12.37, and to take those actions necessary to protect the public health, safety, and welfare; and

WHEREAS, it is anticipated that residents will face significant financial stress due to the Emergency and the City Council desires to offer relief to single family homeowners from penalties associated with delinquent Water, Wastewater, Storm Utility and Solid Waste bills in order to protect public health, safety, and welfare; and

WHEREAS, normal state laws and city policies and procedures impede an efficient response to this problem, and accordingly the City Council takes this action under the authority provided in Ordinance 2020-7

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, MINNESOTA DOES HEREBY ORDAIN:

Section 1. The foregoing recitals are incorporated herein by reference.

Section 2. For the period of time from April 1, 2020 through September 30, 2020, the City shall not impose any new late fees on utility accounts billed bi-monthly (generally, single family residential accounts) for past due Water, Wastewater, Storm Utility or Solid Waste payments described under Bloomington City Code Sections 10.17(a), 11.06(d), 11.29(c), and 16.20(a).

Section 3. Any late fee that was imposed on a Water, Wastewater, Storm Utility or Solid Waste bill on or before March 31, 2020, shall not be affected by this Resolution.

Passed and adopted this ____day of _____, 2020 at _____ p.m.

_____

Mayor

ATTEST:

_____
Secretary to the Council

Approved:

_____
City Attorney

ORDINANCE NO. 2020-7

CITY COUNCIL CONSENT TO MAYORAL DECLARATION 2020-1, DECLARING A LOCAL EMERGENCY

CITY OF BLOOMINGTON, MINNESOTA

PREAMBLE

WHEREAS, the Mayor of the City of Bloomington, Minnesota ("Mayor") declared an Emergency to exist in the City of Bloomington, Minnesota ("City") effective 6:00 p.m. on March 15, 2020 upon signing Declaration 2020-1 (attached and incorporated by reference) ("Declaration"); and

WHEREAS, Minnesota Statutes Section 12.29 authorizes the Mayor to declare the existence of the Emergency, invoke necessary portions of the Emergency Operations Plans and the Pandemic Response Plan, and authorize aid and services in accordance with interjurisdictional agreements. In order for the Declaration of the Emergency to continue beyond three days the City Council of the City of Bloomington, Minnesota ("City Council") must consent to the Declaration; and

WHEREAS, the City Attorney sent the Declaration to the City Clerk on March 15, 2020, and the City Clerk confirmed receipt on March 16, 2020; and

WHEREAS, the City Council convened in an emergency meeting of the City Council of the City of Bloomington at 6:30 p.m. on March 16, 2020, in the City Council Chambers (1800 West Old Shakopee Road in the City) and by other electronic means as permitted by Minnesota Statutes, Section 13D.021, for purposes of receiving an emergency COVID-19 update and considering formal action to consent to the Declaration and related actions; and

WHEREAS, the City Council is the official governing body of the City; and

WHEREAS, City Charter Section 2.06 allows the Mayor, with the consent of the City Council, to take command of the police, maintain order, and enforce the law; and

WHEREAS, City Charter Section 3.06 allows the immediate adoption of an ordinance when necessary for the immediate preservation of the public peace, health, morals, safety or welfare of the city; and

WHEREAS, City Charter Section 3.05 waives the notice requirements prior to adopting an emergency ordinance; and

WHEREAS, Minnesota Statutes Section 12.37 authorizes the City, acting through its governing body, to:

> "(1) enter into contracts and incur obligations necessary to combat the disaster by protecting the health and safety of persons and property and by providing emergency assistance to the victims of the disaster; and

(2) exercise the powers vested by this subdivision in the light of the exigencies of the disaster without compliance with time-consuming procedures and formalities prescribed by law pertaining to:

(i) the performance of public work;
(ii) entering into contracts;
(iii) incurring of obligations;
(iv) employment of temporary workers;
(v) rental of equipment;
(vi) purchase of supplies and materials;
(vii) limitations upon tax levies;
(viii) the appropriation and expenditure of public funds, for example, but not limited to, publication of ordinances and resolutions, publication of calls for bids, provisions of civil service laws and rules, provisions relating to low bids, and requirements for budgets"

; and

WHEREAS, Minnesota Statutes, Section 145A.04, provides for the powers and duties of the community health board, which is the City Council, whose duties include:

"(1) identify local public health priorities and implement activities to address the priorities and the areas of public health responsibility, which include:

(i) assuring an adequate local public health infrastructure by maintaining the basic foundational capacities to a well-functioning public health system that includes data analysis and utilization; health planning; partnership development and community mobilization; policy development, analysis, and decision support; communication; and public health research, evaluation, and quality improvement;
(ii) promoting healthy communities and healthy behavior through activities that improve health in a population, such as investing in healthy families; engaging communities to change policies, systems, or environments to promote positive health or prevent adverse health; providing information and education about healthy communities or population health status; and addressing issues of health equity, health disparities, and the social determinants to health;
(iii) preventing the spread of communicable disease by preventing diseases that are caused by infectious agents through detecting acute infectious diseases, ensuring the reporting of infectious diseases, preventing the transmission of infectious diseases, and implementing control measures during infectious disease outbreaks;
(iv) protecting against environmental health hazards by addressing aspects of the environment that pose risks to human health, such as monitoring air and water quality; developing policies and programs to reduce exposure to environmental health risks and promote healthy environments; and identifying and mitigating environmental risks such as food and waterborne diseases, radiation, occupational health hazards, and public health nuisances;
(v) preparing and responding to emergencies by engaging in activities that prepare public health departments to respond to events and incidents and assist communities in recovery, such as providing leadership for public health preparedness activities with a community; developing, exercising, and periodically reviewing response

plans for public health threats; and developing and maintaining a system of public health workforce readiness, deployment, and response; and

(vi) assuring health services by engaging in activities such as assessing the availability of health-related services and health care providers in local communities, identifying gaps and barriers in services; convening community partners to improve community health systems; and providing services identified as priorities by the local assessment and planning process; and

(2) submit to the commissioner of health, at least every five years, a community health assessment and community health improvement plan, which shall be developed with input from the community and take into consideration the statewide outcomes, the areas of responsibility, and essential public health services;

(3) implement a performance management process in order to achieve desired outcomes; and

(4) annually report to the commissioner on a set of performance measures and be prepared to provide documentation of ability to meet the performance measures"

and as further set forth in City Code of Ordinances, Chapter 14; and

WHEREAS, City Code of Ordinances, Chapter 7 provides for emergency management and defines an emergency as "an unforeseen combination of circumstances which calls for immediate action to prevent a disaster from developing or occurring" and provides for planning and management of such an emergency, including the creation of a civil defense agency known as Emergency Management, which is under the supervision and control of the Coordinator; and

WHEREAS, City Code of Ordinances, Section 7.21 provides for emergency regulations:

"(a) Whenever necessary to meet a civil defense emergency or natural disaster or to prepare for such an emergency for which adequate regulations have not been adopted by the Governor or the City Council, the Mayor may by proclamation promulgate regulations, consistent with applicable federal or state law or regulation, respecting: protection against air-raids; the sounding of air-raid alarms; the conduct of persons and use of property during alarms; the repair, maintenance and safeguarding of essential public services; emergency health, fire and safety regulations; trial drills or practice periods required for preliminary training; and all other matters which are required to protect public safety, health and welfare in civil defense emergencies. No regulation governing observation of enemy aircraft, air attack, alarms or illumination during air attacks shall be adopted or take effect unless approved by the State Director of the Division of Emergency Services. (b) A local emergency may be declared only by the Mayor. It shall not be continued for a period in excess of three days except by or with consent of the City Council. Any order or proclamation declaring, continuing, or terminating a local emergency shall be given prompt and general publicity and shall be filed promptly by the City Clerk. A declaration of a local emergency shall invoke necessary portions of the response and recovery aspects of the emergency plan and may authorize aid and assistance thereunder"

; and

WHEREAS, City Code of Ordinances, Section 7.22 provides for the proclamation of regulations:

"Every proclamation of emergency regulations shall be in writing and signed by the Mayor, shall be dated, shall refer to the particular civil defense emergency or disaster to which it

pertains, if so limited, and shall be filed in the office of the City Clerk, where a copy shall be kept posted and available for public inspection during business hours. Notice of the existence of such regulation and its availability for inspection at the Clerk's office shall be conspicuously posted at the Municipal Building or other headquarters of the city and at such other places in the affected area as the Mayor shall designate in the proclamation. Thereupon the regulations shall take effect immediately or at such later time as may be specified in the proclamation. By like proclamation, the Mayor may modify or rescind any such regulations"

; and

WHEREAS, City Code of Ordinances, Section 7.23 provides for the expiration of regulations and declaration:

"The City Council may rescind any such regulation by resolution at any time. If not sooner rescinded, every such regulation shall expire at the end of 30 days after its effective date or at the end of the civil defense emergency or disaster to which it relates, whichever occurs first. Any ordinance, rule or regulation inconsistent with an emergency regulation promulgated by the Mayor shall be suspended during the period of time and to the extent that such conflict exists"

; and

WHEREAS, the City Council finds that the Emergency is sudden and unforeseen and could not have been anticipated; and

WHEREAS, the City Council finds that conditions in Minnesota and the threat to the visitors to and inhabitants of the City has worsened considerably as a result of the Emergency; and

WHEREAS, the City Council finds that this situation threatens the health, safety, and welfare of the citizens of the community and threatens the provision and delivery of city services as a result of the Emergency; and

WHEREAS, the City Council finds that the Emergency poses the risk of and may cause catastrophic loss of public health, safety, and welfare if not immediately addressed; and

WHEREAS, the City Council finds that traditional sources of relief are not able to repair or prevent the injury and loss.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, MINNESOTA, DOES HEREBY ORDAIN:

Section 1. The foregoing recitals of the preamble are incorporated herein by reference.

Section 2. The Governor of Minnesota issued Emergency Executive Order 20-01 declaring a Peacetime Emergency and Coordinating Minnesota's Strategy to Protect Minnesotans from COVID-19 on March 13, 2020.

Section 3. The City faces an imminent threat to life and public health resulting from the novel coronavirus and the resulting COVID-19 disease.

Section 4. The City is confronted with a worldwide pandemic creating threat of disaster of major proportions, which the safety and welfare of the guests to and inhabitants of the City are jeopardized and placed at extreme peril, in which timely action to contain and mitigate the risk to human life.

Section 5. This Ordinance hereby invokes the City's Emergency Operations Plans and the Pandemic Response Plan. The portions that are necessary for response to and recovery from the Emergency are hereby authorized, including but not limited to all appropriate community containment and mitigation strategies.

Section 6. To the extent normal state laws and city policies and procedures impede an efficient response or compliance with federal and state directives and recommendations, the City Manager, Emergency Management (Coordinator), and their designees are hereby authorized to suspend compliance with those laws, policies, and procedures as authorized by Emergency Executive Order 20-01 and by Minnesota Statutes, Sections 12.32 and 12.37, and to take those actions necessary to protect the public health, safety, and welfare.

Section 7. This Ordinance was adopted by at least five members of the City Council as required by Section 3.06 of the City Charter.

Section 8. This Ordinance shall take effect immediately upon passage as permitted by Section 3.09 of the City Charter.

Section 9. This Ordinance shall be in effect for 30 days (until April 15, 2020) as permitted by Section 7.23 of the City Code.

Section 10. The City Clerk is authorized and directed to file and to post notice of this Ordinance and any emergency regulations as authorized and required by State law, City Charter, and City Code.

Passed and adopted this 16th day of March, 2020.

Mayor

ATTEST:

Secretary to the Council

Approved:

City Attorney

Date	Action
March 15, 2020	Declaration No. 2020-1
March 15, 2020	Public Notification of Declaration No. 2020-1
March 16, 2020	Declaration No. 2020-1 filed with City Clerk
March 16, 2020	City Council consent to Declaration No. 2020-1
March 16, 2020	City Council consent to Declaration No. 2020-1 filed with City Clerk
March 17, 2020	Public Notification of City Council consent to Declaration No. 2020-1

CITY OF BLOOMINGTON, MINNESOTA

DECLARATION NO. 2020-1

WHEREAS, the Mayor of the City of Bloomington, Minnesota ("Mayor") finds that the following local emergency ("Emergency") exists in the City of Bloomington, Minnesota ("City"):

1. The Governor of Minnesota issued Emergency Executive Order 20-01 declaring a Peacetime Emergency and Coordinating Minnesota's Strategy to Protect Minnesotans from COVID-19 on March 13, 2020 (attached); and

2. The City faces an imminent threat to life and public health resulting from the novel coronavirus and the resulting COVID-19 disease; and

3. The City is confronted with a worldwide pandemic creating threat of disaster of major proportions, which the safety and welfare of the guests to and inhabitants of the City are jeopardized and placed at extreme peril, in which timely action to contain and mitigate the risk to human life.

WHEREAS, Minnesota Statutes Section 12.29 authorizes the Mayor to declare the existence of the Emergency, invoke necessary portions of the Emergency Operations Plans and the Pandemic Response Plan, and authorize aid and services in accordance with interjurisdictional agreements; and

WHEREAS, Minnesota Statutes Section 12.37 authorizes the City, acting through its governing body, to

> (1) enter into contracts and incur obligations necessary to combat the disaster by protecting the health and safety of persons and property and by providing emergency assistance to the victims of the disaster; and
> (2) exercise the powers vested by this subdivision in the light of the exigencies of the disaster without compliance with time-consuming procedures and formalities prescribed by law pertaining to:
> (i) the performance of public work;
> (ii) entering into contracts;
> (iii) incurring of obligations;
> (iv) employment of temporary workers;
> (v) rental of equipment;
> (vi) purchase of supplies and materials;
> (vii) limitations upon tax levies; and
> (viii) the appropriation and expenditure of public funds, for example, but not limited to, publication of ordinances and resolutions, publication of calls for bids, provisions of civil service laws and rules, provisions relating to low bids, and requirements for budgets.

; and

WHEREAS, the Mayor finds that the Emergency is sudden and unforeseen and could not have been anticipated; and

WHEREAS, the Mayor finds that conditions in Minnesota and the threat to the visitors to and inhabitants of the City has worsened considerably as a result of the Emergency; and

WHEREAS, the Mayor finds that this situation threatens the health, safety, and welfare of the citizens of the community and threatens the provision and delivery of city services as a result of the Emergency; and

WHEREAS, the Mayor finds that the Emergency poses the risk of and may cause catastrophic loss of public health, safety, and welfare if not immediately addressed; and

WHEREAS, the Mayor finds that traditional sources of relief are not able to repair or prevent the injury and loss.

NOW, THEREFORE, the Mayor of the City of Bloomington, Minnesota, declares a local Emergency effective at 6:00 p.m. on March 15, 2020 in the City of Bloomington, Minnesota, and hereby calls for an emergency meeting of the City Council of the City of Bloomington at 6:30 p.m. on March 16, 2020, in the City Council Chambers (1800 West Old Shakopee Road in the City) and by other electronic means as permitted by Minnesota Statutes, Section 13D.021, for purposes of receiving an emergency COVID-19 update and considering formal action to consent to this Declaration and related actions.

This declaration of a local emergency will invoke the City's Emergency Operations Plans and the Pandemic Response Plan. The portions that are necessary for response to and recovery from the Emergency are hereby authorized, including but not limited to all appropriate community containment and mitigation strategies. To the extent normal state laws and city policies and procedures impede an efficient response or compliance with federal and state directives and recommendations, the City Manager, Emergency Manager, and their designees are hereby authorized to suspend compliance with those laws, policies, and procedures as authorized by Emergency Executive Order 20-01 and Minnesota Statutes, Section 12.32, and to take those actions necessary to protect the public health, safety, and welfare.

Tim Busse
Mayor

3/15/20 5:45 pm
Date & Time

Lesa M Christensen
Recording Secretary

Date	Action
March 15, 2020	Declaration No. 2020-1
March 15, 2020	Public Notification of Declaration No. 2020-1
March 16, 2020	Declaration No. 2020-1 filed with City Clerk
March __, 2020	City Council consent to Declaration No. 2020-1
March __, 2020	Public Notification of City Council consent to Declaration No. 2020-1
March __, 2020	City Council consent to Declaration No. 2020-1 filed with City Clerk

STATE OF MINNESOTA
Executive Department

Governor Tim Walz

Emergency Executive Order 20-01

Declaring a Peacetime Emergency and Coordinating Minnesota's Strategy to Protect Minnesotans from COVID-19

I, Tim Walz, Governor of the State of Minnesota, by the authority vested in me by the Constitution and applicable statutes, issue the following Executive Order:

The infectious disease known as COVID-19, an act of nature, has now been detected in 118 countries and territories, including the United States. COVID-19 has been reported in 42 states. There are over 1,600 confirmed cases nationwide, including fourteen in Minnesota.

The U.S. Department of Health and Human Services Secretary has declared a public health emergency for the United States to aid the nation's healthcare community in responding to COVID-19. The World Health Organization has recently assessed that this outbreak can be characterized as a pandemic.

In coordination with other state agencies, local governments, and partners in the private sector, the Minnesota Department of Health ("MDH") has been preparing for and responding to the COVID-19 pandemic in Minnesota.

On April 4, 2019, I issued Executive Order 19-22, which assigned emergency responsibilities to state agencies to respond to and assist in recovery from the effects of natural or technological emergencies, including responsibility to engage in emergency preparedness efforts. On April 4, 2019, I also issued Executive Order 19-23, which directed state agencies to engage in continuity of government and continuity of operations planning. That Executive Order established the Continuity Policy Coordination Sub-Cabinet to develop and maintain a framework for a continuity of government plan, and to oversee agency continuity of operations planning, led by Minnesota Management and Budget ("MMB").

Minnesota has taken proactive steps to ensure that we are ahead of the curve on COVID-19 prevention and response. Our State has been actively conducting continuity planning for state agency operations. MMB activated its Statewide Contingency Response Team ("SCRT"), which meets regularly to coordinate and direct state agencies to ensure priority government services continue. State agency emergency managers and continuity coordinators from the agencies have

been meeting together and sharing information related to emergency management and continuity of operations planning activities.

The State also has activated our Joint Information Center ("JIC"), led by the Department of Public Safety ("DPS") and MDH. The JIC is responsible for sharing operational updates and keeping the public informed on COVID-19. This group convenes daily to provide consistent, coordinated, and timely information.

Agencies have activated their internal command or continuity teams and have been reviewing their emergency response and continuity plans, which are plans in place that outline how agencies will provide priority services during an emergency. Agencies have been reviewing their priority services and preparing their employees with the goal of providing uninterrupted priority services throughout an emergency.

On January 29, 2020, MDH instituted its Incident Command System ("ICS"). The ICS provides a standardized approach to the command, control, and coordination of emergency response. MDH convened a state agency COVID-19 coordinating group on March 3, 2020. DPS's Division of Homeland Security and Emergency Management ("HSEM") activated the State Emergency Operations Center on March 6, 2020.

MDH remains in close contact with federal, state, and local partners, and the Commissioner of Health recently convened a group of experts, including healthcare professionals (doctors, nurses, administrators, insurers), government partners (cities, counties, tribal nations), business and labor leaders, educators (child care, K-12, higher ed), public health experts, and authorities on long term care and Minnesota's aging population. This cross-sector group provides guidance to the Commissioner on MDH's strategies for responding to COVID-19.

As part of the response, MDH experts have been providing timely information and education to the public and stakeholders through up-to-date website information, regular press briefings, and calls for stakeholders such as schools, long-term care facilities, healthcare providers, and the business community. MDH's COVID-19 website, with materials available in 16 languages, has been accessed by thousands of Minnesotans.

Local resources are inadequate to fully address the COVID-19 pandemic. We must continue to take this pandemic seriously, and there are sensible steps that Minnesotans and our state government can take to protect all Minnesotans by slowing the spread of COVID-19, prioritizing our healthcare resources, and safeguarding at-risk communities.

For these reasons, I declare a peacetime emergency in Minnesota and order as follows:

1. In consultation with federal, state, and local partners, tribal nations, relevant experts, and stakeholders, MDH will continue to lead the coordination of the State's response to COVID-19.

2. HSEM will continue to assist MDH and coordinate support through the State Emergency Operations Center and in accordance with the Minnesota Emergency Operations Plan.

3. All state agencies, in cooperation with appropriate federal agencies, will work to support healthcare providers, tribal and local governments, and public health organizations as they respond to COVID-19.

4. The Minnesota National Guard will ensure that it is ready to assist as needed during this peacetime emergency.

5. In consultation with the Centers for Disease Control and Prevention, as well as public health, medical, and other experts, MDH will continue to provide guidance that is accessible and transparent to all Minnesotans, including guidance on how to best prevent and reduce community spread of COVID-19 within Minnesota and manage critical healthcare resources.

6. I encourage individual Minnesotans to help protect all Minnesotans by continuing their individual prevention efforts such as staying home when feeling sick, frequently washing their hands, and monitoring information about COVID-19.

7. I urge and advise Minnesotans to follow MDH guidance regarding hygiene, public gatherings, social distancing, and healthcare use. Minnesotans should regularly check MDH's COVID-19 webpage: https://www.health.state.mn.us/diseases/coronavirus/

8. As circumstances require, and pursuant to relevant law, I will issue orders and rules to protect public health and safety. All state agencies are directed to submit proposals for such orders and rules to my office.

This Executive Order and declaration of peacetime emergency is effective immediately under Minnesota Statutes 2019, section 4.035, subdivision 2, and its duration is governed by Minnesota Statutes 2019, section 12.31, subdivision 2.

Signed on March 13, 2020.

Tim Walz
Governor

Filed According to Law:

Steve Simon
Secretary of State

FILED
MAR 2020
SECRETARY OF STATE

CITY OF BLOOMINGTON MINNESOTA

Request for Council Action

Originator	Item
Port Authority	**2020 Legislative Policy Modification**
Agenda Section	Date
CONSENT BUSINESS	April 6, 2020

Requested Action:

Motion by _____, seconded by _____ to adopt the revised 2020 Legislative Policy, removing the bonding request for the Bloomington Center for the Arts and adding priorities related to the COVID-19 pandemic.

Item created by: Denise Christenson, Port Authority
Item presented by: Schane Rudlang, Port Authority Administrator

Description:

The 2020 Legislative Session has been impacted greatly by the COVID-19 pandemic. Spending and staffing priorities for all units of government are shifting. City staff recommends that the City Council consider removing the bonding request for the Bloomington Center for the Arts from the 2020 Legislative Policy and add the following priorities related to the COVID-19 pandemic:

COVID-19 PANDEMIC

1. Support and advocate for legislation that, because of the pandemic:
    - Promotes the health and wellness of the public
    - Helps those people most in need of assistance
    - Addresses government budget shortfalls

Staff will work with the Bloomington Legislative Delegation and other stakeholders on the approved 2020 priorities.

Attachments:

Leg Policy 2020 Draft March 30 2020.pdf

2020

LEGISLATIVE POLICY

ACTIVE LOBBYING

COVID-19 PANDEMIC

1. Support and advocate for legislation that, because of the pandemic:
    - Promotes the health and wellness of the public
    - Helps those people most in need of assistance
    - Addresses government budget shortfalls

BONDING/APPROPRIATIONS FOR INFRASTRUCTURE

Request State funding for projects of regional significance through State bonding or appropriations

~~2. Bloomington Center for the Arts – Request $10 million in State Bonding for expansion of the Bloomington Center for the Arts~~

3. D-Line BRT – Support Metro Transit efforts to fully fund the D-Line ($20 million need remains)

CONSTRUCTION SALES TAX EXEMPTION

4. Pursue a construction sales tax exemption, through a reimbursement process, for the construction of Fire Station 4
5. Support a general sales tax exemption for municipal purchases

NATIONAL EVENTS

6. Pursue Federal and State funding for security for international events and South Loop/MOA
7. Pursue Federal funding for U.S. pavilions at EXPOs, and Federal and State funding for Minnesota to seek to host EXPO 2027

VEHICLE AND TITLE REGISTRATION SYSTEM (MNDRIVE)

8. Support Deputy Registrar legislation that equitably reallocates user fees currently collected by the State, or allows local Deputy Registrars to increase fees for duties now performed by the local offices, following the implementation of MNLARS

PASSIVE LOBBYING AND MONITORING

TRANSPORTATION AND INFRASTRUCTURE

9. Support additional State or Federal funding, if needed, to complete the two portions of 35W/494 that received Corridors of Commerce funding in 2018
10. Support the Transportation Alliance position on transportation funding which includes increases to gas taxes, license tab fees, metro sales tax, and Trunk Highway bonding
11. Support funding of the Minnesota River Valley State Trail across Bloomington and improve connections to the trail

Approved: February 3, 2020

12. Metropolitan Regional Parks and Trails – Preserve existing funding and request additional funding consistent with City and Regional park, trail and open space plans ($15 million)
13. Support State bonding for renovations and upgrades to the Bloomington Ice Garden
14. Increase funding for regional parks and trails by supporting Metro Regional Parks & Trails allocation of a minimum of 40 percent of the Parks and Trails Legacy Funds and State bonding for the Metropolitan Regional Parks CIP
15. Support the locally preferred alternative for the Riverview Corridor utilizing a street car on the Blue Line track in South Loop, including an elevated track above 24th Avenue
16. Support transit options along Hwy 169
17. Support for state law that provides limited liability to commercial salt applicators that are certified through an established voluntary salt applicator certification program
18. Implement 2010 SAC stakeholders recommendations to fund the full cost of sanitary sewer expansion instead of only the cost of "reserve capacity" as stated in current law
19. Support Metro Cities Policy to consolidate authority for protecting groundwater and surface water
20. Support LMC legislative rights-of-way (ROW) policy recommendations (LE-20 and SD-7) stating that the existing practice be retained of requiring installation permits and as-built information from the installer/excavator of infrastructure in the ROW, and that the City will provide said as-builts but cannot guarantee the accuracy thereof
21. Oppose any State regulation on the use of Franchise Fees

AIRPORT

22. Support terminal expansions proposed in MAC's Long Term Comprehensive Plan
23. Oppose diverting passenger or freight traffic away from MSP
24. Support FAA RNAV procedure implementation after extensive public education and continued monitoring for updating noise contours used for determining noise mitigation eligibility

COMMUNITY RENEWAL

25. Support the goals of the Governor's Task Force on Housing report from August 2018 and the Legislative Commission on Housing Affordability's work from 2019
26. Oppose changes to the 2013 legislation for South Loop, including Fiscal Disparities changes that would have negative impacts for the City
27. Give cities new, locally-funded tools to support programs, policies, trust funds and matching funds that seek to address the affordable housing crisis through redevelopment, rehabilitation, preservation, and new construction
28. Oppose further restrictions on cities' rights to enact development moratoria or interim ordinances
29. Update the circa 1987 statute for cemetery maintenance funds to require a $25,000 per acre minimum instead of a $25,000 maximum

INTOXICATING BEVERAGES

30. Support allowing more than one liquor store in a City that is owned by the same owner and has the same business name
31. Support legislation to allow municipal golf courses to have a full liquor license

SUSTAINABILITY

32. Support the prohibition of landfill placement or expansion in environmentally sensitive locations

33. Adopt more contemporary energy standards as part of the State Energy Code
34. Support local control over the regulation of plastic bags and food containers
35. Support for legislation that bans PFAS in food packaging
36. Support for Clean Energy First Bill which requires utility companies to give preference to clean energy when evaluating adding power capacity to their systems
37. Support statutory amendments that enhance local participation in watershed district actions, require a quorum for land use decisions and oppose additional regulations by watershed districts, MPCA and Minnesota Board of Water and Soil Resources that don't yield significantly different results and/or create unnecessary hurdles for public and private projects and place unfunded mandates on local governments

TELECOMMUNICATIONS

38. Advocate for local authority to manage and protect public rights-of-way and to require reimbursement and compensation from service providers for the use of public rights-of-way
39. Advocate for local authority to charge market rates on telecommunication leases
40. Refrain from adopting any FCC rule changes that would further restrict existing local authority to charge for and control access to public rights-of-way by all video and cable service providers
41. Retain local authority to charge fees to providers to ensure the provision of public, education and government (PEG) programming and franchise fee support

PUBLIC HEALTH AND SAFETY

42. Provide adequate federal and state funding for local health departments carrying out mandated public health functions by increasing funding to the Local Public Health Grant
43. Support increasing the tobacco purchase age from 18 to 21
44. Continue to support stable, statewide funding for the Statewide Health Improvement Partnership at $35 million per biennium
45. Support changes to Medical Assistance to allow for coverage of in-home visits for children with asthma, coverage of products that reduce asthma triggers, and referral to follow-up educational services
46. Adopt policies that encourage healthy community design and promote active living
47. Support policy and financing to promote mental health and well-being through prevention and treatment for all ages
48. Support statewide regulation of therapeutic massage businesses through licensing and inspection
49. Support continued retail food licensing and inspection delegation to cities and counties from the MDA under a new agreement that builds a better local-state partnership
50. Oppose changes to current law that would allow counties to charge higher costs to municipalities for Electronic Home Monitoring
51. Retain current civil and criminal Forfeitures laws
52. Support preventing individuals who are not legally able to purchase a gun from doing so without background checks at gun shows, online or in private transactions
53. Support allowing law enforcement, qualified health care practitioners, family members and intimate partners who believe an individual's dangerous behavior has a substantial likelihood to lead to violence to request an order from a civil court authorizing law enforcement to temporarily remove any guns in the individual's possession and to prohibit new gun purchases for the duration of the order (Gun Violence Protection Orders - GVPOS)
54. Maintain local authority for community health services as described in Local Public Health Act
55. Support legislation that improves the capacity and capabilities of local governments to ensure the health and safety of their communities prior to and following the potential legalization of

recreational cannabis and cannabinoid products

56. Support legislation to promote the use of, and offset the costs for, mental health professionals working with police when responding to calls that may relate to mental health regardless of the model of service

FINANCE AND TAXES

57. Support a Local Option Sales Tax to fund municipal infrastructure including public and community health facilities and the Bloomington Center for the Arts, and to fund Affordable Housing
58. Pursue equal treatment of lodging tax application, regardless of booking method, by closing a perceived loophole in State law that allows Online Travel Companies such as Expedia to avoid paying some local lodging taxes
59. Oppose State mandates requiring reverse referenda on previously-decided City initiatives
60. Support study and revision of local government finance system with the objectives of having equally situated property owners paying similar property tax amounts for similar service levels to help taxpayers understand how their property taxes are used and the benefits they derive from tax-funded services
61. Support Municipal Legislative Commission policy to focus state funds in an "enhanced circuit breaker" program where state aids go directly to residents who do not have the means to afford their property taxes
62. Continue a "no levy limits" policy
63. Support the collection of State sales taxes for internet sales
64. Support local lodging taxes on owner initiated rentals through online companies (e.g., AirBNB and VRBO) regardless of the length of stay
65. Support synchronization of the special assessment interest rates for all types of unpaid utility charges
66. Support the repeal of the salary cap for public employees
67. Oppose MPCA Water Permitting Fee increases until they can demonstrate a benefit for MS4 communities

DATA PRACTICES

68. Support statutory changes that make responding to data requests less administratively burdensome for Cities
69. Clarify the public/private data status of information obtained from a law enforcement agency in another state
70. Clarify the classification of data that has been separately expunged by a later court order
71. Reclassify email addresses used for sending electronic billing as private data, not subject to release to any requesting party
72. Allow Deputy Registrars to use electronic record storage for files they are mandated to retain

CITY OF BLOOMINGTON MINNESOTA

Request for Council Action

Originator	Item
City Manager's Office	**Amendment to the 2020 City Council Calendar**
Agenda Section	Date
CONSENT BUSINESS	April 6, 2020

Requested Action:

Motion by _____, seconded by _____ to adopt Resolution No. 2020 - ___ to amend the 2020 City Council calendar.

Item created by: Denise Christenson, City Manager's Office
Item presented by: Jamie Verbrugge, City Manager

Description:

Staff recommends that the following 2020 City Council meeting dates be amended:

Cancel April 13th study meeting

Add a study meeting on April 27th

Cancel July 13th study meeting

Add July 20th study meeting
Cancel August 10th study meeting

Add August 17th study meeting

Attachments:

Resolution Amend 2020 council calendar.docx

RESOLUTION NO. 2020-

A RESOLUTION AMENDING THE 2020 MEETINGS OF THE CITY COUNCIL

WHEREAS, the City Council of the City of Bloomington is the official governing body of the City of Bloomington, Minnesota; and

WHEREAS, Section 3.01 of the City Charter provides that "The council must meet on the first business day in January following a regular municipal election at its usual place and time of meeting. Thereafter, the council meets at the times each month as are prescribed by ordinance or resolution"; and

WHEREAS, the City Council has reviewed the calendar schedule of regular City Council meetings for April, July, and August, including study meetings, and finds and desires to cancel the April 13, 2020 study meeting; add a study meeting on April 27, 2020; cancel the July 13, 2020 study meeting; add a study meeting on July 20, 2020; cancel the August 10, 2020 study meeting; and add a study meeting on August 17, 2020; and

WHEREAS, all other regular and study meetings scheduled for 2020 will remain as scheduled.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, MINNESOTA, that based on the foregoing, the amended schedule of regular City Council meetings, including study meetings, for the year 2020 is hereby adopted.

Passed and adopted this 6th day of April, 2020.

_____
Mayor

ATTEST:

_____
Secretary to the Council

CITY OF BLOOMINGTON MINNESOTA

Request for Council Action

Originator	Item
Mayor's Office	**Meeting Minutes City Council - Approval**
Agenda Section	Date
CONSENT BUSINESS	April 6, 2020

Requested Action:

Motion by _____, seconded by _____ to approve the attached City Council meeting minutes as presented.

Item created by: Denise Christenson, Mayor's Office
Item presented by: Denise Christenson, Mayor's Office

Description:

Attached are the meeting minutes from the following City Council meetings for approval:
February 10, 2020 Study Meeting
February 24, 2020 Special Meeting
February 24, 2020 Regular Meeting
March 2, 2020 Regular Meeting
March 16, 2020 Emergency Meeting
March 16, 2020 Regular Meeting

Attachments:

2.10.20sm final draft.docx
2.24.20sm final draft.docx
2.24.20m final draft.docx
3.2.20m final draft.docx
3.16.20sm emergency final draft.docx
3.16.20m final draft.docx

Study Meeting
Monday, February 10, 2020
Bloomington Civic Plaza
1800 West Old Shakopee Road
Bloomington, Minnesota 55431-3027

1. CALL TO ORDER

Mayor Busse called the meeting to order at 6:00pm.

Present: Councilmembers J. Carter, N. Coulter, D. Lowman, P. Martin, S. Nelson

Absent: Councilmember J. Baloga

2. ORGANIZATIONAL BUSINESS

2.1 Park System Master Plan - ETC Institute Survey Report and Community Engagement Discussion

Renae Clark, Assistant Director of Parks and Park Projects, introduced the item.

Ryan Murray, ETC Institute Consultant reviewed the results from the ETC Institute survey.

Clark explained the purpose, scope, and process for the Park System Master Plan.

Nelson asked for updates through One Weekly as the plan moves forward.

2.2 Data Practices & Records Management Training

Assistant City Attorney Peter Zuniga provided training on the Minnesota Government Data Practices Act and the Minnesota Official Records Act, and explained the retention schedule.

2.3 Sustainability Commission 2020 Work Plan

Public Works Deputy Director Ellen Biales and Sustainability Commission Chair Tim Sandry presented the 2020 Sustainability Commission work plan.

Coulter suggested trying to make all City functions more sustainable and work toward zero waste.

2.4 Proposed 10-Year Capital Improvement Plan (CIP)

CFO Lori Economy-Scholler presented the proposed 2020-2029 Capital Improvement Plan for the City, HRA, and Port Authority. Council was asked to review and provide feedback.

Nelson suggested adding something about school crossing for future programs as a priority. Encouraged looking at the sources of funds. Encouraged thinking about which items have regional importance and prioritize based on funding

opportunities.

Nelson said he would like to see what work is planned for school crossing and would like to look at the sourcing for various funds. Which are investments and regional assets, prioritize regionally important investments. Asked for an update on Interstate Diesel and on payments of previous owners. Asked if there has been or if there can be discussion on community and neighborhood uses for joint school projects. Economy-Scholler encouraged Council to bring that up at the next joint meeting with the School Board.

Carter listed sidewalks and school crossings as a priority. Would like to know which sidewalks are City jurisdiction and which are County, along with bus stop snow clearing for pedestrian safety.

Lowman encouraged looking at future project plans to ensure that they are sustainable.

2.5 Council Rules of Procedure Amendments Discussion

City Attorney Melissa Manderschied presented discussion of Category A (Administrative) topics.

Council agreed to rename City Council meetings to "Business Meeting" and "Study Meeting."

Regarding an 11pm adjournment time, Lowman recommended looking at bus times to ensure meetings are more accessible to the public. Manderschied to look into metro schedules.

Martin suggested moving study meetings to the Council Chambers so they can be video recorded. Council agreed they'd like to discuss this sooner rather than later.

Regarding the first meeting of the year, Council agreed to remove appointing to boards and commissions off the first meeting of the year.

Council agreed to create consistent naming for Acting Mayor and Mayor Pro Tem.

Martin recommended having clear and consistent direction for if an item gets pulled from Consent Business.

Mayor Busse recommended making the changes at a Regular Council meeting and approve through resolution at once rather than by smaller sections.

2.6 Request for Proposals for Residential Garbage and Recycling Services

Public Works Project Coordinator Laura Horner and Public Works Deputy Director Ellen Biales presented the item.

Lowman shared Baloga's concern with using Foth again, after previous negative experiences with them. City Manager Verbrugge responded that there are very few consultants working in this realm, and the type of work being asked to do will be quite different than the work they were doing before.

Lowman requested on behalf of Baloga what tasks Foth will be performing and a copy of the proposed contract of the services. Horner said this would be provided to Council.

Lowman asked if Councilmembers had issues they would like to bring to him so he can present them in the Solid Waste Working Group meeting on February 24th.

Mayor Busse asked that there be an update on this at the March Study meeting.

Nelson encouraged calling out the haulers that have done a good job so they are aware of the good service. And conversely, he'd like to be sure information on lower performing haulers be called out as well.

2.7 City Manager Council Update

City Manager Verbrugge provided a background on the traffic circle on Knox.

Assistant City Manager Kris Wilson spoke on board and commission applications for Council review. Five boards and commissions have term expirations on March 1. 12 seats need to be filled and 64 applications were received. Wilson asked Council to review applications prior to the next regular Council meeting.

City Manager Verbrugge asked Council if they want to meet sooner than their annual meeting on May 7th to discuss rank choice voting. Council discussed, provided input, and agreed to ask Charter Commission to meet sooner. Charter Commission Recording Secretary to contact Charter Commission Chair for a March meeting.

Coulter mentioned conversion therapy and would like Council to act on addressing this and potentially banning it in Bloomington.

3. ADJOURN

Motion by Lowman, seconded by Martin to adjourn the meeting. Motion carried 6-0.

Mayor Busse adjourned the meeting at 10:10pm.

Denise Christenson
Council Secretary

Special City Council Meeting
Monday, February 24, 2020
Bloomington Civic Plaza
1800 West Old Shakopee Road
Bloomington, Minnesota 55431-3027

1.1 CALL TO ORDER - 5:00 PM

Mayor Busse called the meeting to order at 5:01pm.

Present: Councilmembers J. Baloga (arrived at 5:08pm) J. Carter, N. Coulter, D. Lowman (arrived at 5:12pm), P. Martin, S. Nelson

Staff Present: City Manager J. Verbrugge, City Attorney M. Manderschied, Council Secretary D. Christenson, Assistant City Manager K. Wilson, Public Works Director K. Keel, Public Works Deputy Director E. Biales, Public Works Project Coordinator L. Horner, Deputy City Attorney P. Zuniga, Assistant City Attorney M. O'Brien, Risk Assessment Manager A. Larson

Others Present: Shelley M. Ryan, Hoff Barry Attorneys

2. ORGANIZATIONAL BUSINESS

2.1 Closure of Portion of Public Meeting

Motion by Carter, seconded by Martin to adopt Resolution No. 2020-24 to close a portion of the public meeting. Motion carried 5-0.

Meeting went to closed session at 5:02pm.
Meeting went to open session at 6:36pm.

3. ADJOURN

Motion by Coulter, seconded by Lowman to adjourn the meeting. Motion carried 7-0.

Mayor Busse adjourned the meeting at 6:37pm.

Denise Christenson
Council Secretary

Regular City Council Meeting
Monday, February 24, 2020
Bloomington Civic Plaza
1800 West Old Shakopee Road
Bloomington, Minnesota 55431-3027

1.	GREETING TO COUNCIL	Greeting to Council was played.
1.1	CALL TO ORDER - 7:00 PM	Mayor Busse called the meeting to order at 7:01pm Present: Councilmembers J. Baloga, T. Busse, J. Carter, N. Coulter, D. Lowman, P. Martin, S. Nelson
2.	INTRODUCTORY	
2.1	FLAG PRESENTATION	Mayor Busse led the audience in the Pledge of Allegiance.
2.2	Introduction of New Employees	Meet and welcome new and/or promoted employees to the City of Bloomington.
2.3	Plaque Presentation Outgoing Advisory Board of Health Commissioners	Plaque was presented to outgoing Advisory Board of Health Commissioner, Joshua Korthouse.
2.4	Advisory Board of Health 2019-20 Annual Report/2020-21 Work Plan	Public Health Administrator Bonnie Paulsen presented the item. Motion by Baloga, seconded by Lowman to accept the Advisory Board of Health's 2019-2020 Annual Report and approve its 2020-2021 Work Plan and Meeting Schedule as presented. Motion carried 7-0.
2.5	Human Rights Commission 2020 Work Plan	Community Outreach and Engagement Manager Melissa Wurst-Persaud introduced the item. HRC Chair Jared Leese presented the item. Motion by Carter, seconded by Lowman to approve the Human Rights Commission's 2020 Work Plan as presented. Motion carried 7-0.
2.6	2020 Park Arts and Recreation Commission (PARC) Work Plan	PARC Chair Lenny Schmitz and Vice Chair Stephanie Tungseth will review 2019 accomplishments and present the PARC 2020 work plan to City Council for informational purposes.

Chair Lenny Kleven Schmitz and Vice Chair Stephanie Tungseth presented the item.

Motion by Lowman, seconded by Martin to approve the Parks Arts and Recreation Commission work plan. Motion carried 7-0.

3. CONSENT BUSINESS

3.1	Resolution to Accept Donations	Motion by Baloga, seconded by Lowman to adopt Resolution No. 2020-25 accepting donations as listed. Motion carried 7-0.
3.2	Planning Commission 2020 Work Plan	Planning Manager Glen Markegard presented the item. Motion by Carter, seconded by Coulter to approve the revised 2020 Planning Commission Work Plan as provided in the attachments. Motion carried 7-0.
3.3	Sustainability Commission 2020 Work Plan	Motion by Baloga, seconded by Lowman to approve the 2020 Sustainability Commission Work Plan. Motion carried 7-0.
3.4	Resolution - Budget Adjustment for Public Safety Technology & Equipment Fund	Motion by Baloga, seconded by Lowman to approve Resolution no. 2020-26 for a budget adjustment as outlined within. Motion carried 7-0.
3.5	Outdoor Perfection, Inc. - Approve Amendment	Motion by Baloga, seconded by Lowman to approve to first amendment with Outdoor Perfection, Inc. by extending the term to April 30, 2022, increasing the not-to-exceed amount to $100,000 and increase the rates for service by 15.7%. Motion carried 7-0.
3.6	Approve Easement Agreement at 8626 West Bush Lake Road	Motion by Baloga, seconded by Lowman to approve the Easement Agreement at 8626 West Bush Lake Road. Motion carried 7-0.
3.7	Approve Plans and Specs - 2018-201 East Bloomington Freeway	Motion by Baloga, seconded by Lowman to adopt Resolution no. 2020-27 approving plans and specifications for the East Bloomington Freeway Improvement Project (City Project 2018-201). Motion carried 7-0.
3.8	Approval of 2020-21 Collective Bargaining Agreement with LELS Local 303	Motion by Baloga, seconded by Lowman to authorize the appropriate officials to enter into a 2020-21 labor agreement with Law Enforcement Labor Services (LELS), Local #303. Motion carried 7-0.

3.9	Amendment #2 to 2020 Compensation Plan for Full-Time, Non-Union Employees	Motion by Baloga, seconded by Lowman to approve the attached 2020 Compensation Plan for Full-Time, Non-Union Employees of the City of Bloomington, as amended. Motion carried 7-0.
3.10	Meeting Minutes City Council - Approval	Motion by Baloga, seconded by Lowman to approve the attached City Council meeting minutes as presented. Motion carried 7-0.
4.	PUBLIC COMMENT PERIOD	
4.1	Response to Prior Meeting's Public Comments	None.
4.2	Public Comment	Mayor Busse opened the public comment period at 7:42pm. Kendall Qualls, 755 Lilium Trail, Medina: Introduced himself as a candidate running for Minnesota Congress. Kevin Anderson: Expressed concern with campaign financing, specifically union contributions to councilmember campaigns. Nick Blanch, nickblanchmn@gmail.com: Asked what the City's definition of equity is and how it's different from equality. Asked who authorized all gender bathrooms. Asked who is in engaging in conversation therapy in Bloomington and who sets the values. Shared concern with community center. Would like information on all financing related to Expo. Asked when residents will be engaged with the 2027 Expo. Asked how much money Hennepin County owes Bloomington for Public Health. Asked what steps have been taken to recover what is owed. Becky Strohmeier: March 3rd is Super Tuesday. Asked if the Lyndale event scheduled for that time is being rescheduled so it doesn't take place on election day. Mayor Busse continued to item 8.1. After item 8.1, one additional public comment was taken: Rob Corant, 9149 2nd Avenue: Spoke on the Lyndale Avenue retrofit workshops and his concern with listening sessions not being perceived as meaningful to residents. Mayor Busse closed the public comment period at 8:23pm.

5. LICENSING DIVISION: PUBLIC HEARINGS

6. DEVELOPMENT BUSINESS: PUBLIC HEARINGS

7. TRANSPORTATION & UTILITY IMPROVEMENTS: PUBLIC HEARINGS

8. ORDINANCES: PUBLIC HEARINGS

8.1 Restaurant Ordinance PL2020-5

Planner Shawn James presented the item.

Motion by Lowman to close the public hearing. Seconded by Carter. Motion carried 7-0.

Motion by Nelson, seconded by Lowman, In Case PL2020-5, to approve Ordinance no. 2020-1 as attached to the staff report to amend Chapters 1, 10, 19, and 21 of the City Code to establish odor control standards for food establishments and food production facilities, to make restaurants permitted uses in some zoning districts, and to create use standards for restaurants. Motion carried 7-0.

Motion by Lowman, seconded by Nelson to approve Resolution no. 2020-28, the resolution for summary publication. Motion carried 7-0.

8.2 City Code Amendments to Alcoholic Beverages

Deputy City Attorney Peter Zuniga and License Examiner Doug Junker presented the item.

Baloga asked if the food ratio could be amended. Council unanimously agreed that they were in favor of amending the food ratio from 30% to zero.

Rob Corant:
Spoke in support of having food available at venues that sell alcohol as to not compromise the safety of other citizens.

Motion by Baloga to close the public hearing. Seconded by Lowman. Motion carried 7-0.

Regarding drafting the language for the proposed amendment, City Attorney Melissa Manderschied stated that the language related to the ratio is limited to section 13.12D. Zuniga confirmed.

Police Chief Jeff Potts addressed the concerns about public safety related to alcohol-related incidents.

Motion by Baloga, seconded by Lowman to adopt Ordinance No. 2020-2 amending Chapter 13 of the City code relating to alcoholic beverage control, eliminating section 13.12D related to food ratios. Motion carried 7-0.

Motion by Baloga, seconded by Lowman to adopt Ordinance No. 2020-3 amending Chapter 14 of the City code relating to alcoholic beverage licensing fees. Motion carried 7-0.

Motion by Baloga, seconded by Coulter to adopt Resolution No. 2020-29 directing summary publication of Ordinance No. 2020-2 an ordinance amending Chapter 13 of the City code related to alcoholic beverage control, and of Ordinance No. 2020-3, an ordinance amending Chapter 14 of the City code related to alcoholic beverage licensing fees. Motion carried 7-0.

9. OTHER: PUBLIC HEARINGS

9.1 Resolution to Amend the 2020 Fees and Charges Schedule

CFO Lori Economy-Scholler presented the item.

Motion by Carter, seconded by Nelson to close the public hearing. Motion carried 6-0. Lowman stepped out and was unavailable to vote.

Motion by Martin, seconded by Baloga to adopt Resolution No. 2020-30 amending the 2020 Schedule of Fees and Charges. Motion carried 7-0.

10. ORGANIZATIONAL BUSINESS

10.1 Advisory Board of Health Appointments

Mayor Busse suggested that if majority agreement cannot be made within 2 votes for commission appointments, they would consider interviews. Council agreed.

Motion by Coulter, seconded by Baloga to reappoint Laura Dodd to a Consumer term ending 2/23/2023 and Hazel Claiborn and Shelli Nelson to Provider terms ending 2/28/2023. Motion carried 7-0.

10.2 Creative Placemaking Commission Appointments

Mayor Busse stated that he will be recusing himself from this vote due to a conflict of interest with his wife having applied for the commission.

Motion by Lowman, seconded by Martin to reappoint Heather Harden. Motion carried 6-0-1, recused by Busse.

The candidates were narrowed down to the top two. Motion by Lowman, seconded by Baloga to reappoint Molly Rink. Both commissioners will have term expiring 2/28/2023. Motion carried 7-0.

10.3	Human Rights Commission Appointment	Motion by Baloga, seconded by Lowman to reappoint Mollie Bousu and Husein Yussuf to terms ending 2/28/2023. Motion carried 7-0. Motion by Carter, seconded by Lowman to appoint Anita Smithsom to term ending 2/28/2023. Motion carried 7-0.
10.4	Parks, Arts, and Recreation Commission Appointment	Motion by Martin, seconded by Carter to appoint Abdulahi Farah to a full adult term to expire February 28, 2023. Motion carried 7-0.
10.5	Sustainability Commission Appointments	Motion by Baloga, seconded by Lowman to reappoint David Drummond, John Jaimez, and Tim Sandry to terms ending 2/28/2023. Motion carried 7-0.
10.6	Community Center Next Steps	City Manager Verbrugge spoke on community center next steps. Provided a brief historic recap. Council has previously suggested looking at "centers of community" as an option along with heightened engagement with the community. Proposed trying to answer what the community defines as "centers of community" and identify some top topics of interest that the community identifies, flush out the options based on feasibility, and engage the community again. Then bring that information back to the Council and then have Council take action on possible next steps. How this happens is yet to be defined. Mayor Busse discussed what "centers of community" mean to him. Council weighed in. Coulter mentioned cost and services, and said he still has questions before being convinced that centers of community is the right path to take. Lowman said he shares some of the same concerns as Coulter. Suggested putting the current proposals on pause. Baloga said the idea of centers of community is troublesome and has reservations because he doesn't feel it works with the concept of One Bloomington. Is in favor of a smaller center at one location, serving all the community that's centrally located that holds the feedback from the task force. Questions how centers of community will bring people together rather than separate them. Carter reiterated that Council is not moving forward with a community center at Valley View. Expressed a need for looking at the needs at Creekside. Questions how this fits into the Parks Master Plan. Suggested leveraging the PARC. Nelson said he shares the same concerns that Baloga expressed. Is excited with the process and what comes of it. Mayor Busse said this needs to align with Creekside, Public Health, and all other City buildings. City Manager Verbrugge said he will bring something back to the April study

session that has a better timeline of what this might look like and who might be involved. Mentioned the possibility of town hall forums taking place likely in the summer, going from distract to distract. Said State of the City will be on March 24th and will be live streamed from Schneider Theater and available to the public.

Council discussed voting on not moving forward with Valley View as an option for a future community center. Motion by Baloga, seconded by Lowman. Martin said he will be abstaining from the vote. Coulter said he would prefer not to have to vote on this tonight.

Mayor Busse said he was asking for this to go to vote in December. Said he supports a motion of not moving forward with a community center at Valley View as currently proposed.

Nelson recommended making a motion for future action, not to not move forward with a site and would like to add to the motion to direct staff to pursue centers of community. Amendment seconded by Lowman. Baloga accepted that addition.

Motion by Baloga to remove Valley View from future consideration for a community center as what was planned and discussed for that site, and provide direction to staff to move forward with the idea of centers of community. Seconded by Carter. Motion carried 6-0, abstained by Martin.

10.7 City Council Policy & Issue Update

Verbrugge spoke on the process so far with Expo 2027. Expects to hear in the next month from the US Department of Commerce on the evaluation and will come back with more information at that time.

Carter asked if a study session can be done to provide more information on Expo. Mayor Busse suggested having it done at a regular City Council meeting.

Baloga spoke on the 494 Advisory Commission. Said the first of three stages would start in 2022/2023 and would be 494/35 interchange. Beyond that, there is no designation of when work would start or when the additional phases would take place. The problem with the project is funding. There have been conversations related to repurposing funds from other projects and move that money into the 494/35W project. That has not occurred. Encouraged this to be added as a legislative priority.

Baloga mentioned that Public Health is a responsibility of the County with an option for Cities to take on that endeavor. Bloomington has been talking about reimbursement from Hennepin County for 18 months and it feels like this is at a stalemate. Recommends having a third party decide who is correct, as Hennepin County interprets the law different than Bloomington.

Motion by Baloga to direct staff to initiate litigation against Hennepin County to recover funds spent on Public Health under the statutes for the period of 2018-2020 and any future years that it continues. That litigation would be initiated within 60 days and would be subject to fruitful negotiations. Seconded by Martin.

Verbrugge recommended against the motion because he feels it to be premature and without any background from Legal staff. Said he could have more information by the end of the week with the possibility of having a special meeting next week. Mayor Busse added that he would like to see a resolution without ending up in court.

Coulter suggested having more discussion at next week's Council meeting. Verbrugge confirmed staff can be available for that.

Baloga said that with the current motion, it gives 60 days for action to be taken.

Called to question by Baloga. Seconded by Lowman. Motion carried 6-1, opposed by Busse.

Coulter suggested coming to resolution tonight on indicating the City's intention of pursuing greater transparency by moving study meetings to the Council Chambers. Feels the pros outweigh the cons. Motion by Coulter to move study meetings to Council Chambers. Would like to know costs, staff time. Seconded by Carter.

Lowman added that all commissions should be just as transparent.

Motion carried 7-0.

Mayor Busse mentioned the data requests that have been received in the past few weeks. Would like to understand all the steps involved with the details of the requests that come in.

Baloga added that 27 data requests came in this weekend from one group. Mentioned adding staff to deal with the increased data requests. Views some of the requests as harassment. Busse agreed that this would be a good discussion. Council agreed that they'd like to have this come back at a future meeting. City Manager Verbrugge said this can come back to the study meeting on March 16th.

Verbrugge mentioned the regular meeting on March 2 will be broadcast in the Schneider Theater.

Lowman mentioned the Home Improvement Fair that took place on February 22. Explained how to get involved with organics collection.

11. ADJOURN

Motion by Baloga, seconded by Carter to adjourn the meeting. Motion carried 7-0.

Mayor Busse adjourned the meeting at 10:42pm.

Denise Christenson
Council Secretary

Regular City Council Meeting
Monday, March 2, 2020
Bloomington Civic Plaza
Schneider Theater
1800 West Old Shakopee Road
Bloomington, Minnesota 55431-3027

1.1	CALL TO ORDER – 7:00 PM	Mayor Busse called the meeting to order at 7:00pm. Present: Councilmembers J. Baloga, J. Carter, N. Coulter, D. Lowman, P. Martin, S. Nelson
2.	INTRODUCTORY	
2.1	Pledge of Allegiance	Mayor Busse led the audience in the pledge of allegiance to the flag.
2.2	Introduction of New Employees	Meet and welcome new and/or promoted employees to the City of Bloomington.
2.3	Resolution Regarding United States 2020 Census	City Manager Verbrugge explained the item in greater detail. Motion by Carter, seconded by Baloga to adopt Resolution 2020-31 encouraging all Bloomington residents to participate in the 2020 United States Census. Motion carried 7-0.
2.4	Update on Lyndale Avenue Retrofit	Special Projects & Initiatives Manager Barb Wolff introduced the item. David Dixon, Principal in Charge, Stantec Consulting Services, spoke on the item. Stantec Consulting Services Project Manager Jason Beske and Assistant Project Manager Beth Elliott were present to respond to questions.
3.	CONSENT BUSINESS	
3.1	Credit Card Processing Agreement for Parks and Recreation	Motion by Lowman, seconded by Baloga to approve the agreement with Card Connect for Parks and Recreation credit card processing services and authorize City Manager James D. Verbrugge to sign on behalf of the City. Motion carried 7-0.
3.2	Approve Plans and Specifications for PMP Trail Improvement Project (2020-110/2020-401)	Motion by Lowman, seconded by Baloga to approve the plans and specifications for the 2020-110 PMP Trail Improvement Project. Motion carried 7-0.

3.3	Resolution to Approve Plans and Specifications for PMP Street Improvement Project (2020-101)	Motion by Lowman, seconded by Coulter to adopt Resolution No. 2020-32 approving plans and specifications for the 2020-101 PMP Street Improvement Project. Motion carried 7-0.
3.4	State Pathways to Policing Grant Agreement, Resolution and Budget Adjustment	Motion by Lowman, seconded by Baloga to approve Minnesota Department of Public Safety, Commissioner of Public Safety, Office of Justice Program Grant Agreement and adopt Resolution No. 2020-33 accepting grant funds and making related budget adjustment. Motion carried 7-0.
3.5	Approve Travel Expenses - City Council	Motion by Lowman, seconded by Baloga to approve the out of state travel expenses listed for Mayor Busse, Councilmember Martin, Councilmember Carter, and Councilmember Lowman to attend National League of Cities Congressional Cities Conference in Washington DC. Motion carried 7-0.
3.6	Meeting Minutes City Council - Approval	Motion by Lowman, seconded by Baloga to approve the attached City Council meeting minutes as presented. Motion carried 7-0.
4.	PUBLIC COMMENT PERIOD	City Manager Verbrugge spoke on the items that were brought forward at the February 24, 2020 City Council meeting. Lowman requested that the City Attorney provide a definition of "conflict of interest." City Attorney Melissa Manderschied provided page 14 Rules of Procedure definition of conflict of interest. Lowman requested getting this in writing as clarification from Manderschied. Mayor Busse opened the public comment period at 7:32pm. Danielle Garbina, 9225 2nd Ave S.: Thanked Council for their work to preserve Valley View. Referenced State Statute and asked for a Charter amendment related to parks and park purposes. Asked to look at Creekside again as an option for a future community center. Asked for a referendum that includes a choice between working with the current structure or building a new structure. Natalie Marose, 9301 11th Ave S., nsmarose@gmail.com: Thanked the Mayor and Council for their work on preserving Valley View. Reiterated what Garbina asked with regard to a Charter amendment related to park preservation. Kevin Heinen, 1818 Haeg Drive: Spoke in disagreement with City Staff findings related to the traffic circle at 83rd and Knox, as presented at the February 3rd City Council meeting. Ken Slinde, 2100 Dixon Drive: Spoke on concerns with the traffic circle at 83rd and Knox and asked for the

results of any surveys that have been done.

Ronol Bustamonte, roomar29@gmail.com:
Mentioned the crime and break-ins in Bloomington that he has seen being reported on community social media sites. Asked for crime statistics.

Nick Blanch, nickblanchmn@gmail.com:
Spoke on the money that Hennepin County owes Bloomington for Public Health. Said he would submit a data request and would publish the numbers that are provided to him. Blanch said that if the Expo is to be held in Bloomington, insurance needs to be a consideration in that. Expressed concern with the money that is being spent for Expo.

Kevin Anderson:
Expressed discomfort with Tim Sandry and Anita Smithson being listed as a contributor to council campaigns and then being appointed to commissions. Believes it to be a conflict of interest. Mentioned Triple Five giving money to Busse's campaign. Asked if there has been work with Tek Systems, if they have bid on projects or if there has been money spent with them.

Mayor Busse closed the public comment period at 7:56pm.

5. HEARINGS, RESOLUTIONS, AND ORDINANCES

5.1 Variance – Portland Commons

City Planner Nick Johnson presented the item.

Motion by Carter, seconded by Lowman to adopt Resolution No. 2020-34 approving a variance in Case #PL2020-11, reducing a required side yard setback along a public street from 40 feet to 20 feet for a porte cochere addition to a senior living facility located at 8715 Portland Avenue South, subject to the conditions and Code requirements listed in the resolution. Motion carried 7-0.

5.2 Rezone 5 parcels to C-1

Planning Manager Glen Markegard presented the item.

Motion by Coulter, seconded by Carter to close the public hearing. Motion carried 7-0.

Motion by Coulter, seconded by Baloga in Case PL2020-7, to adopt Ordinance No. 2020-4 included in the packet to rezone the primary zoning district of five parcels on two sites within the City of Bloomington from I-3 to C-1. Motion carried 7-0.

Motion by Coulter, seconded by Baloga in Case PL2020-7, to adopt Resolution No. 2020-35 authorizing summary publication of the rezoning ordinance. Motion carried 7-0.

5.3 Rezone 7 parcels to IT

Planner Shawn James presented the item.

Motion by Lowman, seconded by Baloga to close the public hearing. Motion carried 7-0.

Motion by Lowman, seconded by Baloga in Case PL2019-236, to adopt Ordinance No. 2020-5 included in packet to rezone the primary zoning district of seven parcels within the City of Bloomington to IT. Motion carried 7-0.

Motion by Lowman, seconded by Baloga, in Case PL2019-236, to adopt Resolution No. 2020-36 authorizing summary publication of the rezoning ordinance. Motion carried 7-0.

5.4 Vacation of Public Drainage, Utility, Sidewalk, and Bikeway Easements located at 9320 Lyndale Avenue South (PL202000017)

Public Works Director Karl Keel presented the item.

Motion by Baloga, seconded by Carter to close the public hearing. Motion carried 7-0.

Motion by Baloga, seconded by Carter to approve the vacation of public drainage, utility, sidewalk, and bikeway easements within Outlot A, LYNDALE AND 94TH COMMERCE CENTER is recommended with the adoption of Ordinance no. 2020-6 approving the vacation of said easements. Motion carried 6-0, Lowman stepped out.

6. ORGANIZATIONAL BUSINESS

6.1 Amend City Council 2016-2020 Strategic Plan

City Manager Verbrugge introduced the item.

Motion by Martin, seconded by Coulter to approve an amendment to the Bloomington City Council 2016-2020 Strategic Plan adding a seventh pillar - Engagement and Transparency - and adjusting the 2020 objectives within the six other pillars. Motion carried 7-0.

6.2 Authorize Strategic Priorities Fund Allocation

City Manager Verbrugge presented the item.

Baloga requested to table this for a future study meeting to discuss the strategic priorities in greater detail. Lowman agreed. Council discussed.

Motion by Lowman, seconded by Baloga to table the Strategic Priorities Fund resources for community-based strategic planning and the Better Government Demonstration Project to be discussed at the March 16th regular City Council meeting in greater detail.

City Manager Verbrugge explained the Better Government Demonstration Project.

Motion carried 7-0.

6.3 City Council Policy & Issue Update

Mayor Busse mentioned he will be doing a summary the day after Council meetings which will be posted to social media.

Nelson mentioned a ribbon cutting ceremony on Penn Avenue to support homeless veterans. This will be held on Friday at 1:00pm.

Lowman recommended having staff reach out to the public commenters that presented the idea of a Charter amendment.

Carter mentioned community conversations on March 19th that the Police Department hosts. This is posted on the City of Bloomington website. Busse added Coffee with the Cops is another event.

Coulter encouraged people to vote because tomorrow is Primary Day.

6.4 Request to Close the Open Public Meeting For Attorney Client Privilege

City Attorney Melissa Manderschied explained this request and, as it relates to litigation. Said Council will be going to a conference room for closed session, then will return to theater to open the meeting again and will adjourn the meeting from the theater.

Motion by Lowman, seconded by Martin, to adopt Resolution No. 2020-37 directing the closure of a public meeting of the City Council. Motion carried 7-0.

Recessed to closed session In McLeod Conference Room at 9:13pm.
Meeting went into closed session at 9:13pm. Ended closed session at 10:51pm.

Motion by Carter, seconded by Lowman to go into opened session. 7-0.
Meeting went into open session at 10:55pm.

Motion by Martin, seconded by Nelson to rescind the Council action to commence litigation related to Public Health funding adopted on February 24, 2020 and direct staff to report back within six months or sooner based on direction provided in closed session. Motion carried 7-0.

7. ADJOURNMENT

Motion by Carter, seconded by Baloga to adjourn the meeting. Motion carried 7-0.

Mayor Busse adjourned the meeting at 10:55pm.

Denise Christenson
Council Secretary

Emergency City Council Meeting
Monday, March 16, 2020
Bloomington Civic Plaza
1800 W. Old Shakopee Road
Bloomington, MN 55431

1.1 CALL TO ORDER – 6:30pm

Mayor Busse called the meeting to order at 6:30pm.

Attendance was taken via roll call:

Present: Councilmembers J. Baloga (phone), J. Carter, N. Coulter, D. Lowman (phone), P. Martin, S. Nelson

2. ORGANIZATIONAL BUSINESS

2.1 Adopt Ordinance to Consent to Emergency Declaration 2020-1

Mayor Busse explained the Emergency Declaration he signed on March 15, 2020 that has a 30 day effective period and formally authorizes the City of Bloomington to implement its emergency operations plan. The emergency operations plan describes what the basic strategy is in which the City will mobilize resources and conduct activities, and guide and support our local emergency management efforts. It's designed to coordinate resources in a way that maximizes protection of life and property and ensures the continuity of government. In a worst case scenario, the plan would guide efforts to sustain survivors and repair and restore critical infrastructure. The City Manager, Jamie Verbrugge, is responsible for providing overall direction and control the City resources involved. In response to this emergency, the City Emergency Manager, Fire Chief Ulie Seal, coordinates all aspects of the plan and serves as a direct liaison to the Hennepin County Emergency Management Director. The Emergency Declaration went into effect at 6:00pm on March 15, 2020 and has a 30 day effective period.

Mayor Busse opened the public hearing.

Assistant City Manager Kris Wilson provided Council with a hard copy of approximately 22 residents' comments that wanted to provide written comments in lieu of coming into Civic Plaza for the meeting.

Motion by Nelson, seconded by Carter to close the public hearing. Motion carried 7-0 via roll call.

City Manager Jamie Verbrugge said that the authority of closure of certain businesses depends on which businesses are being regulated (license, permit, and inspect) by the City of Bloomington. In the case of Mall of America, the City does not have the regulatory authority for permitting or licensing over the Mall of

America.

City Manager Verbrugge stated that at the end of 30 days, the Council can end the declaration, or they may do that any time before the end of the 30 day period, which is in effect until April 15th.

City Attorney Melissa Manderschied explained that at the April 6th City Council meeting, the Council will take affirmative action on extending or ending the declaration on April 15th.

Emergency Manager Ulie Seal provided an overview of the benefits of the emergency declaration. Explained that this emergency declaration allows the City Manager to take action and suspend certain rules. If there is expediency in needing to acquire people, services, or materials, that can be done quicker through the City Manager than by going through the normal process used when not in an emergency state. It also allows the City Manager to direct all City resources to address the most critical things in front of us. Certain employees may get repurposed to meet the needs of the community.

Lowman asked how the community will be kept up to date. Seal responded that Communications staff work with the emergency management team to get the most information to the most people. Have been using e-subscribe, website updates, and updates through social media will still be done as well.

Motion by Baloga, seconded by Carter to adopt Ordinance no. 2020-7 to consent to Emergency Declaration made by Mayor Busse on March 15, 2020 as well as Executive Order 2020-01. Motion carried 7-0, via roll call.

2.2 Discussion of Compensation Policy During Emergency Declarations

City Manager Jamie Verbrugge spoke on this item. Said that at this time, Civic Plaza will not be closed. Will continue to provide City services that are reasonable and responsible. There is likelihood that some employees might run out of things to do, and we are looking for ways to repurpose. However, there may be a reason to, at some point, ask employees to stay home from work simply because there isn't work to justify them coming in. There is also the potential that employees may be effected by the virus or are high risk and must be self-quarantined. In these circumstances, this policy allows for flexibility to determine to pay those individuals during that period. This is being evaluated daily and is constantly emerging and has the flexibility to be able to adapt to changes. If employees have the equipment and permissions in place that we're encouraging them to work remotely to reduce the number of bodies here and to limit exposure. IT is working to enable equipment and put procedures in place to allow more employees to work remotely. So long as there is a local declaration of emergency, this policy will be effective.

Assistant City Manager Kris Wilson stated that If another emergency is declared, there would be a new declaration to act on.

Carter clarified that this is a compensation policy for City employees and is not applicable for people employed outside the City.

Motion by Martin, seconded by Coulter to adopt the Compensation Policy that reads, "For the duration of time that the City of Bloomington's local declaration of emergency 2020-01 is in place, the City Manager shall have the authority to excuse individual employees or groups of employees from work without reduction in pay or use of accrued leave time, if the City Manager finds it to be in the best interest of the City to do so." Motion carried 7-0, via roll call.

3. ADJOURN

Motion by Martin, seconded by Nelson to adjourn the meeting. Motion carried 7-0 via roll call.

Mayor Busse adjourned the meeting at 7:02pm.

Denise Christenson
Council Secretary

City Council Business Meeting
Monday, March 16, 2020
Bloomington Civic Plaza
Council Chambers
1800 W. Old Shakopee Road
Bloomington, MN 55431

1.	GREETING TO COUNCIL	Greeting to Council was not played tonight.
2.	CALL TO ORDER – 7:00pm	Mayor Busse called the meeting to order at 7:06pm. Attendance was taken via roll call: Present: Councilmembers J. Baloga (phone), J. Carter, N. Coulter, D. Lowman (phone), P. Martin, S. Nelson
3.	PLEDGE OF ALLEGIANCE	Mayor Busse led the audience in the pledge of allegiance to the flag.
4.	APPROVAL OF AGENDA	Motion by Mayor Busse, seconded by Lowman to amend the published agenda (a) to add a Public Health and Emergency Management briefing after Approval of the Agenda; (b) to move the consent agenda to immediately after the Approval of the Agenda; (c) postpone the balance of the agenda including opening and holding open the public hearings listed on the agenda until 7pm on Monday, April 6, 2020 at these Council Chambers and via any other means permitted by law; and (d) authorize and direct the City Manager to extend all applicable agency request response deadlines to the maximum extent permitted by Minnesota Statutes, Section 15.99 and provide written notice of the same to each applicant. Motion carried 7-0, via roll call.
5.	INTRODUCTORY	
5.1	Introduction of New Employees	Item continued to the April 6, 2020 City Council meeting.
5.2	Proclamation March is Procurement Month	Item was not presented at this meeting, but the proclamation was signed and given to the Finance Division.
5.3	Assessing Presentation – Valuation Notices and Appeals Process	Item continued to the April 6, 2020 City Council meeting.
5.4	Overview of Data Request Process	Item continued to the April 6, 2020 City Council meeting.

6.	CONSENT BUSINESS	Motion by Lowman, seconded by Martin to approve all consent business items. Motion carried 7-0, via roll call.
6.1	Fixed and Spot Price Fuel Order Confirmation	Motion by Lowman, seconded by Martin to approve the purchase of fixed price fuel and spot price fuel through the State of Minnesota Contract #151943 with Mansfield Oil for the not-to-exceed amount of $877,057.40 from February 1, 2020 to January 30, 2021. Motion 7-0.
6.2	Acknowledgement of Lodging Tax Penalty and Interest Abatement - Holiday Inn Bloomington West Hotel	Motion by Lowman, seconded by Martin to acknowledge receipt of the report requesting penalties and interest abatement of $748.42 from Holiday Inn Bloomington West Hotel. Motion 7-0.
6.3	Resolution Approving Application for Minnesota GreenCorps Member for 2020-2021	Motion by Lowman, seconded by Martin to approve Resolution no. 2020-38 for the application to the Minnesota Pollution Control Agency for a GreenCorps Member for the 2020-2021 period. Motion 7-0.
6.4	Resolution Accepting SHSP Grant Funds and Respective Budget Adjustment	Motion by Lowman, seconded by Martin to adopt Resolution no. 2020-39 accepting State Homeland Security Program (SHSP) grant funds and respective budget adjustment. Motion 7-0.
6.5	2019 Year-End Budget Adjustments	Motion by Lowman, seconded by Martin to approve Resolution No. 2020-40 making alterations to the approved budget through the 2019 Year-End Budget Adjustment Request. Motion 7-0.
6.6	Collins Electrical Construction Co. – Approve Amendment	Motion by Lowman, seconded by Martin to approve the first amendment to the agreement with Collins Electrical Construction Co. in the amount of $234,500.00 which increases the not-to-exceed amount to $534,500.00. Motion 7-0.
6.7	Amendment #3 to 2020 Compensation Plan for Full-Time, Non-Union Employees	Motion by Lowman, seconded by Martin to approve the attached 2020 Compensation Plan for Full-Time, Non-Union Employees of the City of Bloomington, as amended. Motion 7-0.
6.8	Meeting Minutes City Council - Approval	Motion by Lowman, seconded by Martin to approve the attached City Council meeting minutes as presented. Motion 7-0.
7.	PUBLIC COMMENT PERIOD	
7.1	Response to Prior Meeting's Public Comments	Item continued to the April 6, 2020 City Council meeting.

7.2	Public Comment Period	Public comment period was not held due to the Council's action under item 4 and the desire to keep residents and staff safe with social distancing measures in place.
8.	HEARINGS, RESOLUTIONS, AND ORDINANCES	
8.1	City Code Amendments and Rezoning – Bluff Standards	Item continued to the April 6, 2020 City Council meeting.
8.2	Ordinances Related to Access for Census Workers to Residential Housing	Item continued to the April 6, 2020 City Council meeting.
8.3	Vacation of Public Drainage, Utility, Sidewalk, and Bikeway Easements located at 8050 Morgan Circle (PL201900219)	Item continued to the April 6, 2020 City Council meeting.
9.	ORGANIZATIONAL BUSINESS	
9.1	Authorize Strategic Priorities Fund Allocation	Item continued to the April 6, 2020 City Council meeting.
9.2	City Council Policy & Issue Update	Mayor Busse spoke on the emergency declaration he signed on March 15th. Recapped that the ordinance to consent to the emergency declaration was passed unanimously by Council in their emergency meeting held just before this meeting. Explained the declaration. Said Civic Plaza is not being closed at this time, but that social distancing practices will be in place. A meeting of the community members will be held tomorrow to discuss how to best align efforts to meet community needs. Assistant Public Health Administrator Nick Kelley provided an update on COVID-19 planning. Spoke on mitigation strategies, best practices, and pandemic response. Fire Chief Ulie Seal spoke on emergency operations. City Manager Verbrugge spoke on cancellations, closures, and service level changes.
10.	ADJOURNMENT	Motion by Carter, seconded by Martin to adjourn the meeting. Motion carried 7-0 via roll call. Mayor Busse adjourned the meeting at 8:06pm.

Denise Christenson
Council Secretary

CITY OF
BLOOMINGTON
MINNESOTA

Request for Council Action

Originator	Item
City Manager's Office	**Response to Prior Meeting's Public Comments**
Agenda Section	Date
PUBLIC COMMENT PERIOD	April 6, 2020

Requested Action:

Item created by: Denise Christenson, City Manager's Office
Item presented by: Jamie Verbrugge, City Manager

Description:

CITY OF
BLOOMINGTON
MINNESOTA

Request for Council Action

Originator	Item
Mayor's Office	**Public Comment Period**
Agenda Section	Date
PUBLIC COMMENT PERIOD	April 6, 2020

Requested Action:

Mayor Busse to open the public comment period

Item created by: Denise Christenson, Mayor's Office
Item presented by: Tim Busse, Mayor

Description:

CITY OF BLOOMINGTON MINNESOTA

Request for Council Action

Originator	Item
Legal	**Extension of Local Emergency to June 30, 2020**
Agenda Section	Date
HEARINGS, RESOLUTIONS, AND ORDINANCES	April 6, 2020

Requested Action:

Hold the Public Hearing

Motion by _____, seconded _____ to adopt Ordinance 2020-__ extending the local emergency until June 30, 2020.

Motion by _____, seconded _____ to adopt Resolution 2020-__ authorizing summary publication of Ordinance Nos. 2020-7 and 2020-__.

Item created by: Melissa Manderschied, Legal
Item presented by: Melissa Manderschied, City Attorney

Description:

The Governor of Minnesota issued Emergency Executive Order 20-01 declaring a Peacetime Emergency and Coordinating Minnesota's Strategy to Protect Minnesotans from COVID-19 on March 13, 2020 and continues to issue Executive Orders related to the COVID-19 pandemic. The Mayor declared an Emergency to exist in the City on March 15, 2020 upon signing Declaration 2020-1. The City Council convened in an emergency meeting on March 16, 2020, for purposes of receiving an emergency COVID-19 update and consented to the Declaration by adopting Ordinance 2020-7 on March 16, 2020, which is set to end on April 15, 2020. Based on the evolving circumstances and ongoing state of the Emergency of COVID-19, the City Council is being asked to extend the Emergency until June 30, 2020. The Emergency can be rescinded earlier by adoption of a resolution of the City Council.
As required by law, the Ordinance will be posted at Civic Plaza as well as made available to the public on the City's website and via e-subscribe. By adoption of the attached Resolution, Ordinance No. 2020-7 and this Ordinance will also be published in summary format in the *Sun Current*.

Attachments:

Local Emergency Extension Ordinance
Resolution Authorizing Summary Publication

ORDINANCE NO. 2020-____

EXTENSION OF LOCAL EMERGENCY

CITY OF BLOOMINGTON, MINNESOTA

PREAMBLE

WHEREAS, the Mayor of the City of Bloomington, Minnesota ("Mayor") declared an Emergency to exist in the City of Bloomington, Minnesota ("City") effective 6:00 p.m. on March 15, 2020 upon signing Declaration 2020-1 ("Declaration"); and

WHEREAS, Minnesota Statutes Section 12.29 authorizes the Mayor to declare the existence of the Emergency, invoke necessary portions of the Emergency Operations Plans and the Pandemic Response Plan, and authorize aid and services in accordance with interjurisdictional agreements. In order for the Declaration of the Emergency to continue beyond three days the City Council of the City of Bloomington, Minnesota ("City Council") must consent to the Declaration; and

WHEREAS, the City Attorney sent the Declaration to the City Clerk on March 15, 2020, and the City Clerk confirmed receipt on March 16, 2020; and

WHEREAS, the City Council convened in an emergency meeting of the City Council of the City of Bloomington at 6:30 p.m. on March 16, 2020, in the City Council Chambers (1800 West Old Shakopee Road in the City) and by other electronic means as permitted by Minnesota Statutes, Section 13D.021, for purposes of receiving an emergency COVID-19 update and considering formal action to consent to the Declaration and related actions; and

WHEREAS, the City Council adopted Ordinance 2020-7 on March 16, 2020 and thereafter the City Attorney sent Ordinance 2020-7 to the City Clerk on March 16, 2020, the City Clerk confirmed receipt on March 17, 2020; and the public was provided notification of Ordinance 2020-7; and

WHEREAS, Ordinance 2020-7 is effective until April 15, 2020; and

WHEREAS**,** the City Council is the official governing body of the City; and

WHEREAS, the City Council convened in a regular meeting of the City Council of the City of Bloomington at 7:00 p.m. on April 6, 2020, in the City Council Chambers (1800 West Old Shakopee Road in the City) and by other electronic means as permitted by Minnesota Statutes, Section 13D.021, for purposes of receiving an emergency COVID-19 update and considering formal action to extend the state of emergency established by Ordinance 2020-7 and related actions; and

WHEREAS, City Charter Section 2.06 allows the Mayor, with the consent of the City Council, to take command of the police, maintain order, and enforce the law; and

WHEREAS, City Charter Section 3.06 allows the immediate adoption of an ordinance when necessary for the immediate preservation of the public peace, health, morals, safety or welfare of the city; and

WHEREAS, City Charter Section 3.05 waives the notice requirements prior to adopting an emergency ordinance; and

WHEREAS, Minnesota Statutes Section 12.37 authorizes the City, acting through its governing body, to:

> "(1) enter into contracts and incur obligations necessary to combat the disaster by protecting the health and safety of persons and property and by providing emergency assistance to the victims of the disaster; and
> (2) exercise the powers vested by this subdivision in the light of the exigencies of the disaster without compliance with time-consuming procedures and formalities prescribed by law pertaining to:
>
> (i) the performance of public work;
> (ii) entering into contracts;
> (iii) incurring of obligations;
> (iv) employment of temporary workers;
> (v) rental of equipment;
> (vi) purchase of supplies and materials;
> (vii) limitations upon tax levies;
> (viii) the appropriation and expenditure of public funds, for example, but not limited to, publication of ordinances and resolutions, publication of calls for bids, provisions of civil service laws and rules, provisions relating to low bids, and requirements for budgets"

; and

WHEREAS, Minnesota Statutes, Section 145A.04, provides for the powers and duties of the community health board, which is the City Council, whose duties include:

> "(1) identify local public health priorities and implement activities to address the priorities and the areas of public health responsibility, which include:
>
> (i) assuring an adequate local public health infrastructure by maintaining the basic foundational capacities to a well-functioning public health system that includes data analysis and utilization; health planning; partnership development and community mobilization; policy development, analysis, and decision support; communication; and public health research, evaluation, and quality improvement;
> (ii) promoting healthy communities and healthy behavior through activities that improve health in a population, such as investing in healthy families; engaging communities to change policies, systems, or environments to promote positive health or prevent adverse health; providing information and education about healthy communities or population health status; and addressing issues of health equity, health disparities, and the social determinants to health;
> (iii) preventing the spread of communicable disease by preventing diseases that are caused by infectious agents through detecting acute infectious diseases, ensuring

the reporting of infectious diseases, preventing the transmission of infectious diseases, and implementing control measures during infectious disease outbreaks;

(iv) protecting against environmental health hazards by addressing aspects of the environment that pose risks to human health, such as monitoring air and water quality; developing policies and programs to reduce exposure to environmental health risks and promote healthy environments; and identifying and mitigating environmental risks such as food and waterborne diseases, radiation, occupational health hazards, and public health nuisances;

(v) preparing and responding to emergencies by engaging in activities that prepare public health departments to respond to events and incidents and assist communities in recovery, such as providing leadership for public health preparedness activities with a community; developing, exercising, and periodically reviewing response plans for public health threats; and developing and maintaining a system of public health workforce readiness, deployment, and response; and

(vi) assuring health services by engaging in activities such as assessing the availability of health-related services and health care providers in local communities, identifying gaps and barriers in services; convening community partners to improve community health systems; and providing services identified as priorities by the local assessment and planning process; and

(2) submit to the commissioner of health, at least every five years, a community health assessment and community health improvement plan, which shall be developed with input from the community and take into consideration the statewide outcomes, the areas of responsibility, and essential public health services;

(3) implement a performance management process in order to achieve desired outcomes; and

(4) annually report to the commissioner on a set of performance measures and be prepared to provide documentation of ability to meet the performance measures"

and as further set forth in City Code of Ordinances, Chapter 14; and

WHEREAS, City Code of Ordinances, Chapter 7 provides for emergency management and defines an emergency as "an unforeseen combination of circumstances which calls for immediate action to prevent a disaster from developing or occurring" and provides for planning and management of such an emergency, including the creation of a civil defense agency known as Emergency Management, which is under the supervision and control of the Coordinator; and

WHEREAS, City Code of Ordinances, Section 7.21 provides for emergency regulations:

"(a) Whenever necessary to meet a civil defense emergency or natural disaster or to prepare for such an emergency for which adequate regulations have not been adopted by the Governor or the City Council, the Mayor may by proclamation promulgate regulations, consistent with applicable federal or state law or regulation, respecting: protection against air-raids; the sounding of air-raid alarms; the conduct of persons and use of property during alarms; the repair, maintenance and safeguarding of essential public services; emergency health, fire and safety regulations; trial drills or practice periods required for preliminary training; and all other matters which are required to protect public safety, health and welfare in civil defense emergencies. No regulation governing observation of enemy aircraft, air attack, alarms or illumination during air attacks shall be adopted or take effect

unless approved by the State Director of the Division of Emergency Services. (b) A local emergency may be declared only by the Mayor. It shall not be continued for a period in excess of three days except by or with consent of the City Council. Any order or proclamation declaring, continuing, or terminating a local emergency shall be given prompt and general publicity and shall be filed promptly by the City Clerk. A declaration of a local emergency shall invoke necessary portions of the response and recovery aspects of the emergency plan and may authorize aid and assistance thereunder"

; and

WHEREAS, City Code of Ordinances, Section 7.22 provides for the proclamation of regulations:

"Every proclamation of emergency regulations shall be in writing and signed by the Mayor, shall be dated, shall refer to the particular civil defense emergency or disaster to which it pertains, if so limited, and shall be filed in the office of the City Clerk, where a copy shall be kept posted and available for public inspection during business hours. Notice of the existence of such regulation and its availability for inspection at the Clerk's office shall be conspicuously posted at the Municipal Building or other headquarters of the city and at such other places in the affected area as the Mayor shall designate in the proclamation. Thereupon the regulations shall take effect immediately or at such later time as may be specified in the proclamation. By like proclamation, the Mayor may modify or rescind any such regulations"

; and

WHEREAS, City Code of Ordinances, Section 7.23 provides for the expiration of regulations and declaration:

"The City Council may rescind any such regulation by resolution at any time. If not sooner rescinded, every such regulation shall expire at the end of 30 days after its effective date or at the end of the civil defense emergency or disaster to which it relates, whichever occurs first. Any ordinance, rule or regulation inconsistent with an emergency regulation promulgated by the Mayor shall be suspended during the period of time and to the extent that such conflict exists"

; and

WHEREAS, the City Council finds that the Emergency is sudden and unforeseen and could not have been anticipated; and

WHEREAS, the City Council finds that conditions in Minnesota and the threat to the visitors to and inhabitants of the City has worsened considerably as a result of the Emergency; and

WHEREAS, the City Council finds that this situation threatens the health, safety, and welfare of the citizens of the community and threatens the provision and delivery of city services as a result of the Emergency; and

WHEREAS, the City Council finds that the Emergency poses the risk of and may cause catastrophic loss of public health, safety, and welfare if not immediately addressed; and

WHEREAS, the City Council finds that traditional sources of relief are not able to repair or prevent the injury and loss.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, MINNESOTA, DOES HEREBY ORDAIN:

Section 1. The foregoing recitals and the referenced laws, regulations, and official actions of the preamble are incorporated herein by reference.

Section 2. The Governor of Minnesota issued Emergency Executive Order 20-01 declaring a Peacetime Emergency and Coordinating Minnesota's Strategy to Protect Minnesotans from COVID-19 on March 13, 2020 and continues to issue Executive Orders related to the COVID-19 pandemic.

Section 3. The City continues to face an imminent threat to life and public health resulting from the novel coronavirus and the resulting COVID-19 disease and global pandemic.

Section 4. The City continues to be confronted with a worldwide pandemic creating threat of disaster of major proportions, which the safety and welfare of the guests to and inhabitants of the City are jeopardized and placed at extreme peril, in which timely action to contain and mitigate the risk to human life.

Section 5. This Ordinance hereby continues the operationalization of the City's Emergency Operations Plans and the Pandemic Response Plan invoked by Ordinance 2020-7. The portions that are necessary for response to and recovery from the Emergency are hereby authorized, including but not limited to all appropriate community containment and mitigation strategies.

Section 6. To the extent normal state laws and city policies and procedures impede an efficient response or compliance with federal and state directives and recommendations, the City Manager, Emergency Management (Coordinator), and their designees are hereby authorized to suspend compliance with those laws, policies, and procedures as authorized by Emergency Executive Order 20-01 and by Minnesota Statutes, Sections 12.32 and 12.37, and to take those actions necessary to protect the public health, safety, and welfare.

Section 7. This Ordinance authorizes all meetings of City Council and City commissions, boards, authorities, and related subsidiary entities and committees to conduct their meetings by electronic means as authorized by Minnesota Statutes, Section 13D.021, and specifically authorizes telephonic meetings because such in-person meetings are not practical or prudent due to the COVID-19 health pandemic and the related declared Emergency so long as such meetings are consistent with the requirements of Minnesota Statutes, Section 13D.021, until June 30, 2020, unless rescinded earlier by resolution of the City Council.

Section 8. This Ordinance authorizes the temporary closure of Civic Plaza and other City facilities to the public until June 30, 2020, unless rescinded earlier by resolution of the City Council.

Section 9. This Ordinance authorizes the Mayor and City Manager to enter into mutual aid agreements that extend beyond June 30, 2020 of purposes supportive of the Emergency, unless rescinded earlier by resolution of the City Council. The City Manager is directed to inform the City Council of such agreements.

Section 10. This Ordinance authorizes the City Manager to create new, suspend, or amend existing city policies and procedures related to the administrative operations of the City until June 30, 2020 for purposes supportive of the Emergency, unless rescinded earlier by resolution of the City Council.

Section 11. This Ordinance was adopted by at least five members of the City Council as required by Section 3.06 of the City Charter.

Section 12. This Ordinance shall take effect immediately upon passage as permitted by Section 3.09 of the City Charter.

Section 13. This Ordinance shall be in effect until June 30, 2020, unless rescinded earlier by resolution of the City Council.

Section 14. The City Clerk is authorized and directed to file and to post notice of this Ordinance and any emergency regulations as authorized and required by State law, City Charter, and City Code.

Passed and adopted this 6th day of April, 2020.

_____
Mayor

ATTEST:

_____
Secretary to the Council

Approved:

_____
City Attorney

Date	Action
March 15, 2020	Declaration No. 2020-1
March 15, 2020	Public Notification of Declaration No. 2020-1
March 16, 2020	Declaration No. 2020-1 filed with City Clerk
March 16, 2020	City Council consent to Declaration No. 2020-1
March 16, 2020	City Council consent to Declaration No. 2020-1 filed with City Clerk
March 17, 2020	Public Notification of City Council consent to Declaration No. 2020-1
April 6, 2020	City Council action to Extend Emergency
April _, 2020	City Council Extension of Emergency filed with City Clerk
April _, 2020	Public Notification of City Council Extension of Emergency

RESOLUTION NO. 2020 - _____

A RESOLUTION DIRECTING SUMMARY PUBLICATION OF ORDINANCE NOS. 2020-7 and 2020-__, DECLARING AND EXTENDING A LOCAL EMERGENCY

WHEREAS, the City Council of the City of Bloomington is the official governing body of the City of Bloomington,

WHEREAS, Section 3.08 of the Bloomington City Charter provides as follows:

"SEC. 3.08. SIGNING AND PUBLICATION OF ORDINANCES AND RESOLUTIONS.

> Every ordinance or resolution passed by the council shall be signed by the mayor or by the acting mayor, attested by the secretary of the council and filed and preserved by the secretary. Every ordinance and such resolutions as may be designated by the mayor or by two to other members of the council shall be published at least once in the official newspaper. The city council may by a two-thirds vote of all of its members direct publication of only the title and a summary of an ordinance. This may be done only if the council approves the text of the summary and determines that it would clearly inform the public of the intent and effect of the ordinance. The summary shall comply with the requirements of Minnesota Statutes section 331A.01, Subd. 10 and shall give notice that a full copy of the ordinance is available for inspection during regular office hours at the city clerk's office. To the extent and in the manner provided by law an ordinance may incorporate by reference a statute of Minnesota, a state administrative rule or a regulation, a code, or ordinance or part thereof without publishing the material referred to in full."; and

WHEREAS, the City Council at its emergency meeting on March 16, 2020, enacted the attached ordinance 2020-7 declaring a local emergency in the City due to the COVID-19 pandemic with such emergency expiring on April 15, 2020;

WHEREAS, the City Council at its regular meeting on April 6, 2020, enacted the attached ordinance 2020-__ extending the local emergency in the City due to the COVID-19 pandemic with such emergency expiring on June 30, 2020;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, MINNESOTA, that the following title and summary of the ordinance be published in the official newspaper, which the City Council determines would clearly inform the public of the intent and effect of the ordinance enacted:

NOTICE OF SUMMARY
PUBLICATION OF ORDINANCES

On March 16, 2020, the Bloomington City Council approved Ordinance 2020-7 declaring a local emergency in the City due to the COVID-19 pandemic that expires on April 15, 2020. On April 6, 2020, the Bloomington City Council approved Ordinance 2020-__ extending the local emergency until June 30, 2020. The full copy of both Ordinances is available for inspection online at https://www.bloomingtonmn.gov/ph/covid-19-information. You may also call 952-563-8700 to request a copy of the Ordinances be provided to you. A copy of the Ordinances is also posted at Civic Plaza, 1800 West Old Shakopee Road, in Bloomington, Minnesota.

Passed and adopted this 6th day of April, 2020.

_____
Mayor

ATTEST:

_____
Secretary to the Council

CITY OF BLOOMINGTON MINNESOTA

Request for Council Action

Originator	Item
City Clerk	**New On-Sale Intoxicating Liquor License Application – Embassy Suites**
Agenda Section	Date
HEARINGS, RESOLUTIONS, AND ORDINANCES	April 6, 2020

Requested Action:

Motion by _____, seconded by _____ to approve the on-sale intoxicating liquor license for Bloomington Hospitality Manager LLC, doing business as, Embassy Suites Bloomington, MN.

Item created by: Doug Junker, City Clerk
Item presented by: Doug Junker, License Examiner/Deputy Clerk

Description:

The City Council is asked to consider approval of a new on-sale intoxicating liquor license, expiring June 30, 2020 for Bloomington Hospitality Manager LLC, doing business as Embassy Suites Bloomington, MN, 2800 American Boulevard West, Bloomington, MN 55431. This is an existing establishment in the community that is getting a new liquor license due to a change in management companies.

The License Section has reviewed and verified the information provided in the license application pursuant to City Code. There are no delinquencies or unpaid sales, income or property taxes or City billings.

Attachments:

Embassy NOH.doc.pdf

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Bloomington City Council will hold a public hearing at 7:00 p.m. on Monday, April 6, 2020 in the City Council Chambers at Bloomington Civic Plaza, 1800 West Old Shakopee Road, Bloomington, Minnesota 55431, to consider approval of new on-sale intoxicating liquor license applications, as follows:

Bloomington Hospitality Manager, LLC. dba Embassy Suites Bloomington, MN at 2800 American Blvd W, Bloomington, MN 55431.

For more information or to submit comments prior to the public hearing, call 952-563-8920. This notice is published pursuant to Bloomington City Code. Janet K. Lewis, City Clerk

2 Affidavits of Publication
Publish: Thu. March 26, 2020

CITY OF BLOOMINGTON
NOTICE OF PUBLIC HEARING

Notice is hereby given that the Bloomington City Council will hold a public hearing at 7:00 p.m. on Monday, April 6, 2020 in the City Council Chambers at Bloomington Civic Plaza, 1800 West Old Shakopee Road, Bloomington, Minnesota 55431, to consider approval of new on-sale intoxicating liquor license applications, as follows:

Bloomington Hospitality Manager, LLC. dba Embassy Suites Bloomington, MN at 2800 American Blvd W, Bloomington, MN 55431.

For more information or to submit comments prior to the public hearing, call 952-563-8920. This notice is published pursuant to Bloomington City Code.
Janet K. Lewis, City Clerk

Published in the
Sun Current
March 26, 2020
1032284

CITY OF BLOOMINGTON MINNESOTA

Request for Council Action

Originator	Item
City Clerk	**New On-Sale Intoxicating Liquor License Application – Cadillac Ranch**
Agenda Section	Date
HEARINGS, RESOLUTIONS, AND ORDINANCES	April 6, 2020

Requested Action:

Motion by _____, seconded by _____ to approve the on-sale intoxicating liquor license for CR Bloomington MOA, LLC, doing business as, Cadillac Ranch.

Item created by: Doug Junker, City Clerk
Item presented by: Doug Junker, License Examiner/Deputy Clerk

Description:

The City Council is asked to consider approval of a new on-sale intoxicating liquor license, expiring June 30, 2020 for CR Bloomington, LLC, doing business as Cadillac Ranch, 352 South Avenue, Bloomington, MN 55425. This is a currently licensed establishment in the community that is getting a new license due to a change in ownership.

The License Section has reviewed and verified the information provided in the license application pursuant to City Code. There are no delinquencies or unpaid sales, income or property taxes or City billings.

Attachments:

Cadillac Ranch NOH.doc.pdf

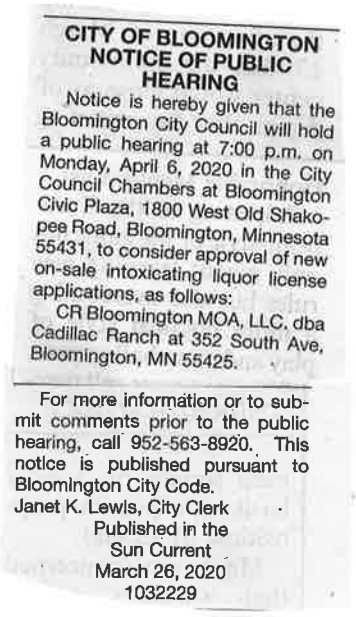
NOTICE OF PUBLIC HEARING

Notice is hereby given that the Bloomington City Council will hold a public hearing at 7:00 p.m. on Monday, April 6, 2020 in the City Council Chambers at Bloomington Civic Plaza, 1800 West Old Shakopee Road, Bloomington, Minnesota 55431, to consider approval of new on-sale intoxicating liquor license applications, as follows:

CR Bloomington MOA, LLC. dba Cadillac Ranch at 352 South Ave, Bloomington, MN 55425.

For more information or to submit comments prior to the public hearing, call 952-563-8920. This notice is published pursuant to Bloomington City Code. Janet K. Lewis, City Clerk

2 Affidavits of Publication
Publish: Thu. March 26, 2020



CITY OF BLOOMINGTON
NOTICE OF PUBLIC HEARING

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CR Bloomington MOA, LLC. dba Cadillac Ranch at 352 South Ave, Bloomington, MN 55425.

For more information or to submit comments prior to the public hearing, call 952-563-8920. This notice is published pursuant to Bloomington City Code.
Janet K. Lewis, City Clerk
Published in the
Sun Current
March 26, 2020
1032229

CITY OF BLOOMINGTON MINNESOTA

Request for Action

Originator	Item
City Clerk	**New Therapeutic Massage Enterprise License – Dynamic Rolfing**
Agenda Section HEARINGS, RESOLUTIONS, AND ORDINANCES	Date April 6, 2020

Requested Action:

Motion by _____, seconded by _____ to approve the therapeutic massage enterprise license for Dynamic Rolfing, LLC, doing business as, Dynamic Rolfing.

Item created by: Doug Junker, City Clerk
Item presented by: Doug Junker, License Examiner

Description:

The City Council is requested to consider approval of a new therapeutic massage enterprise license, expiring August 31, 2020, for Dynamic Rolfing, LLC, doing business as Dynamic Rolfing, 8120 Penn Avenue South, Suite 100A, Bloomington, Minnesota 55431.

The License Section has reviewed and verified the information provided in the license application pursuant to City Code. There are no delinquencies or City billings.

Attachments:

Dynamic Rolfing NOH.doc.pdf

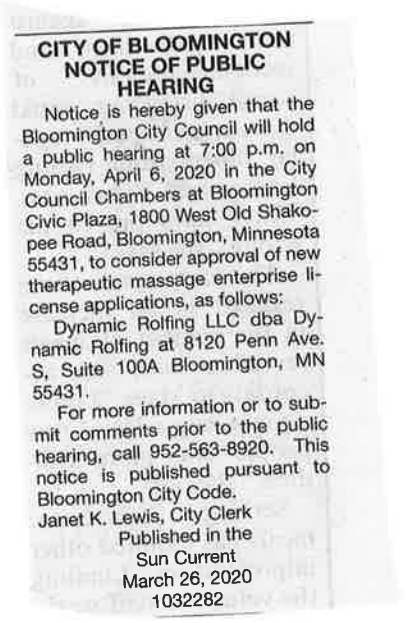
NOTICE OF PUBLIC HEARING

Notice is hereby given that the Bloomington City Council will hold a public hearing at 7:00 p.m. on Monday, April 6, 2020 in the City Council Chambers at Bloomington Civic Plaza, 1800 West Old Shakopee Road, Bloomington, Minnesota 55431, to consider approval of new therapeutic massage enterprise license applications, as follows:

Dynamic Rolfing LLC dba Dynamic Rolfing at 8120 Penn Ave. S, Suite 100A Bloomington, MN 55431.

For more information or to submit comments prior to the public hearing, call 952-563-8920. This notice is published pursuant to Bloomington City Code. Janet K. Lewis, City Clerk

2 Affidavits of Publication
Publish: Thu. Mar. 26, 2020



CITY OF BLOOMINGTON
NOTICE OF PUBLIC HEARING

Notice is hereby given that the Bloomington City Council will hold a public hearing at 7:00 p.m. on Monday, April 6, 2020 in the City Council Chambers at Bloomington Civic Plaza, 1800 West Old Shakopee Road, Bloomington, Minnesota 55431, to consider approval of new therapeutic massage enterprise license applications, as follows:

Dynamic Rolfing LLC dba Dynamic Rolfing at 8120 Penn Ave. S, Suite 100A Bloomington, MN 55431.

For more information or to submit comments prior to the public hearing, call 952-563-8920. This notice is published pursuant to Bloomington City Code.
Janet K. Lewis, City Clerk

Published in the
Sun Current
March 26, 2020
1032282

CITY OF BLOOMINGTON MINNESOTA

Request for Action

Originator	Item
City Clerk	**New Therapeutic Massage Enterprise License Application – New Dragon**
Agenda Section HEARINGS, RESOLUTIONS, AND ORDINANCES	Date April 6, 2020

Requested Action:

Motion by _____, seconded by _____ to approve the therapeutic massage enterprise license for Double Liu A Inc., doing business as, New Dragon.

Item created by: Doug Junker, City Clerk
Item presented by: Doug Junker, License Examiner/Deputy Clerk

Description:

The City Council is asked to consider approval of a new therapeutic massage enterprise license expiring August 31, 2020, for Double Liu A Inc., doing business as New Dragon 268 East Broadway, Bloomington, Minnesota 55425.

This is a currently licensed establishment relocating from 146 South Avenue to 268 East Broadway at the Mall of America. The License Section has reviewed and verified the information provided in the license application pursuant to City Code.

Attachments:

New Dragon NOH.doc.pdf

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Bloomington City Council will hold a public hearing at 7:00 p.m. on Monday, April 6, 2020 in the City Council Chambers at Bloomington Civic Plaza, 1800 West Old Shakopee Road, Bloomington, Minnesota 55431, to consider approval of new therapeutic massage enterprise license applications, as follows:

Double Liu A Inc. dba New Dragon at 268 East Broadway, Bloomington, MN 55425.

For more information or to submit comments prior to the public hearing, call 952-563-8920. This notice is published pursuant to Bloomington City Code. Janet K. Lewis, City Clerk

2 Affidavits of Publication
Publish: Thu. Mar. 26, 2020

CITY OF BLOOMINGTON
NOTICE OF PUBLIC HEARING

Notice is hereby given that the Bloomington City Council will hold a public hearing at 7:00 p.m. on Monday, April 6, 2020 in the City Council Chambers at Bloomington Civic Plaza, 1800 West Old Shakopee Road, Bloomington, Minnesota 55431, to consider approval of new therapeutic massage enterprise license applications, as follows:

Double Liu A Inc. dba New Dragon at 268 East Broadway, Bloomington, MN 55425.

For more information or to submit comments prior to the public hearing, call 952-563-8920. This notice is published pursuant to Bloomington City Code.

Janet K. Lewis, City Clerk

Published in the
Sun Current
March 26, 2020
1032288

CITY OF BLOOMINGTON MINNESOTA

Request for Council Action

Originator	Item
Engineering	**Vacation of Public Drainage, Utility, Sidewalk, and Bikeway Easements located at 8050 Morgan Circle (PL201900219)**
Agenda Section HEARINGS, RESOLUTIONS, AND ORDINANCES	Date April 6, 2020

Requested Action:

Motion by _____, seconded by _____, to approve the vacation of public drainage, utility, sidewalk, and bikeway easements within HAYS PENN AVENUE ADDITION, lying within Lot 1, Block 2, PENN AMERICAN ADDITION, Lot 2, Block 1, HAYS PENN AVENUE 4TH ADDITION, and Lot 1, Block 2, PENN AMERICAN ADDITION is recommended with the adoption Ordinance no. 2020-____ approving the vacation of said easements.

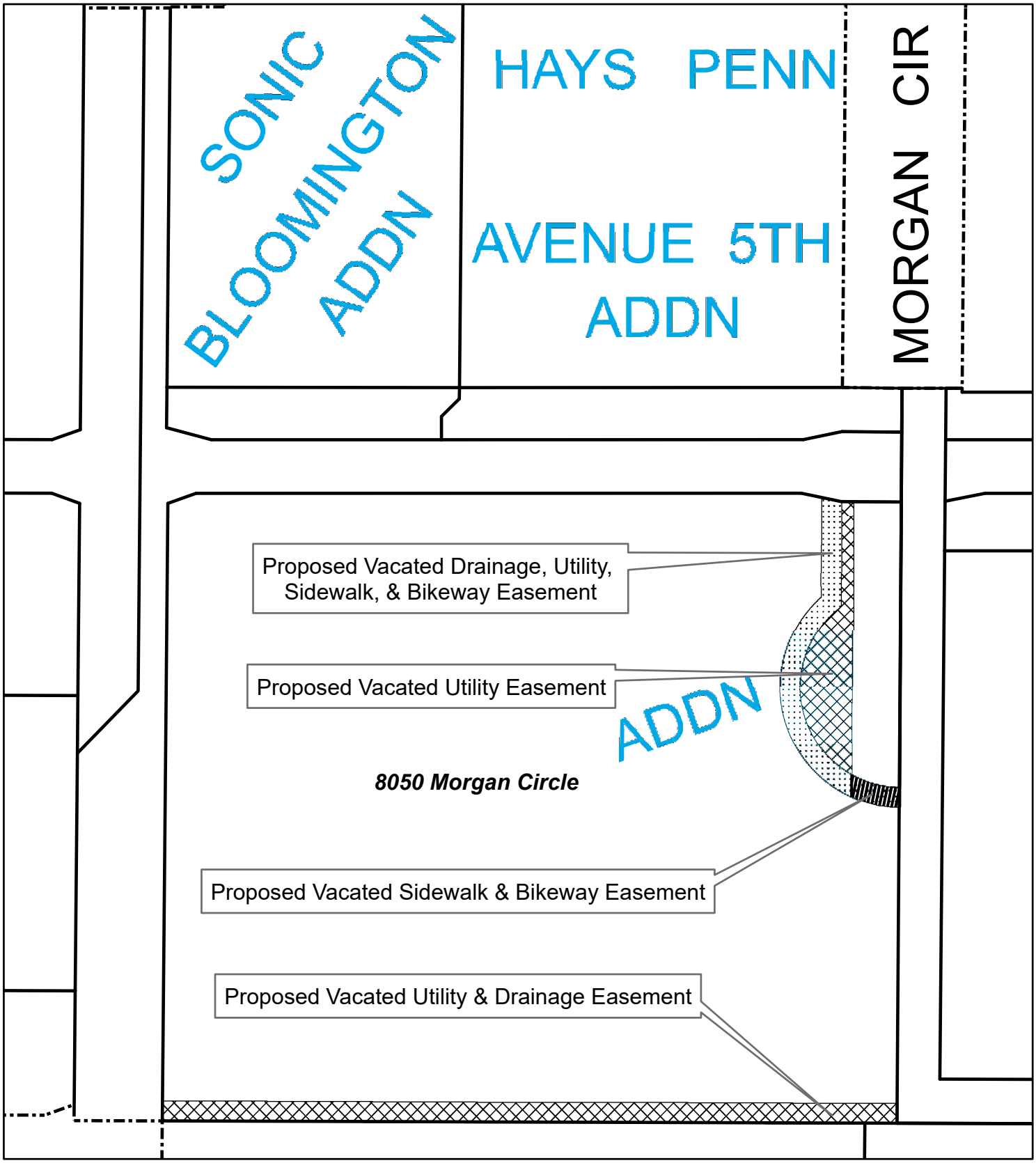
Item created by: Bruce Bunker, Engineering
Item presented by: Karl Keel, Public Works Director

Description:

Morgan Circle, LLC, owner of the property located at 8050 Morgan Circle, has requested to vacate unnecessary public drainage, utility, sidewalk, and bikeway easements as shown on the attached map.

Attachments:

Proposed Esmt Vacation Map.pdf
755ord.pdf



V2019-755
Proposed Vacated Utility, Drainage, Sidewalk, & Bikeway Easements

N

164

0 35 70 140 Feet

ORDINANCE NO. 2020 - _____

AN ORDINANCE TO VACATE UTILITY, DRAINAGE, SIDEWALK, AND BIKEWAY EASEMENTS OVER AND ACROSS LOT 1, BLOCK 2, PENN AMERICAN ADDITION AND VACATED MORGAN CIRCLE

The City Council of the City of Bloomington, Minnesota hereby ordains:

Section 1. That the following easements are hereby vacated:

All utility and drainage easements dedicated in the plat of HAYS PENN AVENUE ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota, which lies within Lot 1, Block 2, PENN AMERICAN ADDITION. This vacation is not intended to affect, vacate or release any other interests of the City of Bloomington in the drainage and utility easements dedicated in the record plat of PENN AMERICAN ADDITION.

That part of an easement for drainage and utility purposes over and across Lot 1, Block 2, PENN AMERICAN ADDITION, as dedicated in the recorded plat thereof, Hennepin County, Minnesota, lying adjacent to Morgan Circle and lying west of the following described line:

> Commencing at the southeast corner of Lot 1, Block 2, PENN AMERICAN ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota; thence on an assumed bearing of North 89 degrees 49 minutes 22 seconds West, along the south line of said Lot 1, a distance of 24.00 feet to the point of beginning of the line to be described; thence North 00 degrees 31 minutes 07 seconds East, parallel with the east line of said Lot 1, to the north line of vacated Morgan Circle, as described in Document No. A10700849 filed of record in the Office of the County Recorder, Hennepin County, Minnesota, there terminating.

That part of an easement for utility purposes accrued to Lot 1, Block 2, PENN AMERICAN ADDITION as described in Document No. A10700849 filed of record in the Office of the County Recorder, Hennepin County, Minnesota, lying west of the following described line:

> Commencing at the southeast corner of Lot 1, Block 2, PENN AMERICAN ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota; thence on an assumed bearing of North 89 degrees 49 minutes 22 seconds West, along the south line of said Lot 1, a distance of 24.00 feet to the point of beginning of the line to be described; thence North 00 degrees 31 minutes 07 seconds East, parallel with the east line of said Lot 1, to the north line of vacated Morgan Circle, as described in Document No. A10700849 filed of record in the Office of the County Recorder, Hennepin County, Minnesota, there terminating.

That part of an easement for sidewalk and bikeway purposes over and across Lot 2, Block 1, HAYS PENN AVENUE 4TH ADDITION, as described in Document No. 4186115 filed of record in the Office of the County Recorder, Hennepin County, Minnesota, lying within Lot 1, Block 2, PENN AMERICAN ADDITION.

Section 2. That the Mayor and City Manager are hereby authorized to execute any documents which may be necessary to carry out the vacation described in Section 1 above.

Passed and adopted this 6th day of April, 2020.

ATTEST: _____

Mayor

_____

Secretary to the Council

APPROVED:

_____

City Attorney

CITY OF BLOOMINGTON MINNESOTA

Request for Council Action

Originator	Item
Planning	**Park N Fly Development - 3700 American Blvd. E.**
Agenda Section	Date
HEARINGS, RESOLUTIONS, AND ORDINANCES	April 6, 2020

Requested Action:

The Planning Commission and staff recommend approval using the following motions:

In Case PL2020-28, having been able to make the required findings, motion by _____, seconded by _____ to approve a major revision to preliminary development plans for a multi-phase planned development at 3700 and 3750 American Boulevard E. and final development plans to convert a portion of the Park 'N Fly remote airport parking facility into a six-story, 183-unit apartment building located at 3700 American Blvd. E., subject to the conditions and Code requirements attached to the staff report.

In Case PL2020-28, having been able to make the required findings, motion by _____, seconded by _____to approve the preliminary plat and adopt Resolution no. 2020-_____ approving the final plat for ROSA ADDITION, subject to the conditions and Code requirements attached to the staff report.

In Case PL2020-28, having been able to make the required findings, motion by _____, seconded by _____to adopt Resolution no. 2020-_____ approving a platting variance to defer park dedication fees for future development phases to the time of building permit issuance of those phases.

Item created by: Michael Centinario, Planning
Item presented by: Michael Centinario, Planner

Description:

Major revisions to preliminary development plans for a multi-phase planned development at 3700 American Boulevard East; final development plans to convert a portion of the Park 'N Fly remote airport parking facility into

a six-story, 183-unit apartment building; preliminary and final plat to subdivide 3700 American Boulevard East into two lots; and and a platting variance to defer park dedication fees for future phases.

Attachments:

Staff Report
PL2020-28 Plat Resolution
PL2020-28 Platting Variance Resolution
Opportunity Housing Project Summary
Project Description
Affordable Housing Plan
Preliminary and Final Development Plans
Preliminary and Final Plat
Reference Staff Report - Interim Use Permit Extension
Draft Planning Commission Meeting Minutes
DRC Meeting Minutes
DRC Comment Summary
Rosa Development - Recorded Site Development Agreement
Affidavit of Publication
Notification Map
Preliminary Presentation

GENERAL INFORMATION

Applicant:	Rosa Development Company (owner)
Location:	3700 and 3750 American Boulevard E.
Request:	1) Major revision to preliminary development plans for a multi-phase planned development at 3700 American Blvd E.; 2) Final development plans to convert a portion of the Park N Fly remote airport parking facility into a six-story, 183-unit apartment building; 3) Preliminary and final plat to subdivide 3700 American Boulevard E. into two lots; and 4) Platting variance to defer park dedication fees for future phases.
Existing Land Use and Zoning:	Remote airport parking; zoned HX-R(PD) High Intensity Mixed Use with Residential (Planned Development)
Surrounding Land Use and Zoning:	North – Interstate 494 South – Appletree Square hotel/office/residential; zoned HX-R(PD) West and East – Hotels; zoned HX-R
Comprehensive Plan Designation:	South Loop Mixed Use

CHRONOLOGY

Planning Commission	03/19/2020 - Recommended City Council approval of the preliminary development plan, final development plan, preliminary and final plat, and platting variance.
City Council	04/06/2020 – Development Business agenda item

HISTORY

City Council Action:	04/14/2019 – Approved a five-year interim use permit for remote airport parking, subject to development milestones (PL2019-11).
City Council Action:	02/23/2015 – Approved a five-year interim use permit for remote airport parking; approved a variance to increase the interim use permit term from five to 10 years for 3750 American Blvd. E.; and approved a 10-year interim use for a remote airport parking facility at 3750 American Blvd. E. (Case 9250ABC-14).
City Council Action:	08/03/2009 – Denied variance requesting ability to have a 10 year interim use permit. Denied request for 10-year interim use permit. Approved a five-year interim use permit for remote airport parking, expiring July 1, 2014 (Case 9250AB-09).
City Council Action:	04/25/2005 – Rezoned to the HX-R Zoning District where remote airport parking is allowed only as an Interim Use.
City Council Action:	04/21/2003 – Reclassified remote airport parking as an interim use in the CS-1 Zoning District.
City Council Action:	09/23/2002 – Approved a revised final development plan to change the sunset date for the remote airport parking use in Condition #9 from 2004 to 2009 (a five year extension) (Case 9250B-94).
City Council Action:	03/24/1994 – Approved revised preliminary development plan for the site and approved a final development plan for parking structure with a sunset date for the remote airport parking use (Case 9250A-94).
City Council Action:	03/30/1992 – Rezoned site to apply the Planned Development Overlay District, approved a temporary conditional use permit and adopted a preliminary development plan with a sunset date for the remote airport parking use (Case 9250B-91).
City Council Action:	11/18/1991 – Approved three year temporary conditional use permit for remote airport parking (Case 9250A-91).
City Council Action:	08/08/1988 – Approved three year temporary conditional use permit for remote airport parking (Case 9250B-88).

City Council Action:	11/24/1986 – Adopted ordinance amending City Code to allow remote airport parking as temporary conditional uses in the CS-1 and CO-1 zoning districts.

DEADLINE FOR AGENCY ACTION

Application Date:	02/11/2020
60 Days:	04/11/2020
120 Days:	06/10/2020
Applicable Deadline:	**06/10/2020 (Extended by City)**
Newspaper Notification:	Confirmed – (03/05/2020 Sun Current – 10 day notice)
Direct Mail Notification:	Confirmed – (500 buffer – 10 day notice)

STAFF CONTACT

Mike Centinario, Planner
Phone: (952) 563-8921
E-mail: mcentinario@BloomingtonMN.gov

PROPOSAL

The applicant is proposing a four-phase redevelopment of the Park N Fly remote airport parking facility. Specifically, the applicant is seeking the following entitlements:

1. Major revision to the preliminary development plan (PDP) for a four-phase planned development at 3700 American Boulevard E. – the PDP establishes the vision for redevelopment. The four phases include:
    a. Phase I – 183 unit multi-family residential
    b. Phase II – 132 unit multi-family residential
    c. Phase III – 279 room hotel
    d. Phase IV – 133 unit multi-family residential
2. Final development plan (FDP) to convert a portion of the Park N Fly remote airport parking facility into a six-story, 183-unit apartment building with 20 percent of the units affordable to households making up to 50 percent of area median income (AMI). The applicant is requesting, and is entitled to, development incentives established in the City's Opportunity Housing Ordinance (OHO). The FDP is Phase I of the redevelopment plan;
3. Preliminary and final plat to subdivide 3700 American Boulevard E. into two lots – the plat would split off approximately 2.9 acres from the existing remote airport parking facility for Phase I; and

4. Platting variance to defer park dedication fees for future phases – unless a platting variance is approved the application would be responsible for Park Dedication Fees for all phases when the plat is filed.

BACKGROUND

The development history of the Park N Fly operation spans over 30 years. As opposed to repeating that history in this report, staff has included the staff report from 2019, which extended an interim use permit for remote airport parking and established the redevelopment framework through redevelopment milestones. The report provides extensive background about the Park N Fly development. In addition to the most recent report, staff has included the recorded Site Development Agreement in the packet materials, which memorializes the development milestones for phased redevelopment at the Park N Fly site.

ANALYSIS

Land Use

The Park N Fly preliminary development plan envisions a four-phase development totaling 645,000 square feet of gross building floor area. While Phase I would be multi-family residential, future phases are intended to include additional multi-family residential and hotel development. These land uses and their general configuration are consistent with the South Loop Mixed Use Guide Plan designation and permitted within the HX-R Zoning District.

As with most multi-phased planned developments (e.g., Mall of America or Bloomington Central Station), future land use beyond Phase I will likely change to respond to market conditions. The PDP establishes the overall land use framework and "snapshot" of what the property owner envisions for the site. As future phases progress, specific design components, such as building orientation, massing, and access, will evolve.

The existing 996-stall parking structure is proposed to remain as-is. A previously approved PDP depicted a 15-story office tower constructed on top of the parking structure. The office tower has been removed from the proposed PDP; the applicant has concerns about the office tower viability. In addition, a 15-story tower on top of the parking structure as initially conceived may not be compatible with current Airport Zoning height standards.

Code Compliance

The City Code allows for and anticipates intense development at this location. Performance standards in the HX-R District lead to a more urban character when compared to the majority of the City of Bloomington. Given the location within the South Loop District, this is deliberate – the South Loop District is intended to accommodate the densest, most intense land uses within the City.

Table 1 below identifies several City Code requirements for development in the HX-R District. Because OHO incentives apply to this development due to the inclusion of affordable units, some deviations that would otherwise require flexibility from City Code provisions are permitted "by right." Minimal deviations are being requested and additional commentary about the overall design are provided in the pages following Table 1.

Table 1: City Code Requirement Analysis for HX-R Development

Standard	Code Required	Proposed	Compliance
Site area	120,000 square feet	127,410 square feet for Phase I; 529,790 square feet entire PD	Yes
Building setback along all streets	10 feet	10 feet	Yes
Building rear yard setback	10 feet	15 feet	Yes
Impervious surface coverage	90 percent maximum	75.7 percent	Yes
Floor area ratio	1.5 minimum 2.0 maximum (without credits)	1.55 – Phase I 1.22 – Entire PD	Yes – Phase I; No - deviation for entire PD
Residential density	30 dwelling units/acre minimum	Phase I : 62.7 units/acre Entire PD: 36.8 units/acre	Yes
Building height	As dictated by MSP Airport Zoning – 168 to 180 feet maximum	71 feet for Phase I	Yes
Parking required	363 spaces for Phase I	261 spaces for Phase I	Yes – 30% OHO parking reduction
Parking location	Structured parking with minimal surface parking	Structured parking with minimal surface parking	Yes
Sidewalks	8 feet minimum along streets	8+ feet along American Blvd.	Yes – revisions needed to drop-off design due to traffic considerations
Drive aisle	24 feet two-way; 20 foot fire lane	24 feet two-way; 20 foot fire lane	Yes
Trees	51 trees	95 trees	Yes
Shrubs	127 shrubs	370 shrubs	Yes
Storage space – other than what is provided within units	92 storage units - at least 96 c.f. – OHO incentive allows storage units equal to ½ the total units	Unknown –storage rooms included in floor plans, but undetermined storage unit count	Must be confirmed prior to building permit issuance

Opportunity Housing Ordinance and Incentives

With a total of 183 units, 16 units affordable to households earning no more than 60 percent of area median income are required to comply with the Opportunity Housing Ordinance. The applicant proposes 37 units affordable to households earning no more than 50 percent of area median income. The Opportunity Housing Project Summary, which is included in the packet, provides additional information on how the project relates to OHO requirements. Requested OHO Incentives include: Parking stall reduction, alternative exterior materials, storage space reduction, development fee reimbursement (not eligible), and Tax Increment Financing. The site qualifies as a Designated Transit Area under the OHO. Given the level of affordability, the project is afforded a 30 percent parking stall requirement reduction.

Building Design and Exterior Building Materials

A distinctive design feature in the proposed development is the varied building masses, placement, and orientation. Along American Blvd., the majority of the street-facing building would be three stories while the eastern portion would be six stories. Overall, the building takes advantage of the site's topography to add to the overall urban character within the South Loop District.

The exterior materials palette is similar to other multi-family developments with proposed stucco, metal panels, fiber cement, and glass. The south or street facing ground level is predominately glass, where the interiors are amenity and lobby spaces. This would help to activate the streetscape. Pursuant to City Code OHO incentives, street facing elevations must meet exterior materials requirements. Non-street facing elevations, such as the east, west, and north elevations, are permitted to have a much greater proportion of "secondary materials." For this project, that material is fiber cement panels. Due to the level of affordability incorporated into the project, up to 75 percent of the non-street facing elevations may be comprised of secondary materials. The design meets these requirements when the OHO alternative exterior material incentive is applied. Prior to the issuance of a building permit, however, staff would work with the applicant to ensure performance standards are met for stucco and metal panels.

Floor Area Ratio

Table 2 below identifies the proposed phases along with the gross floor area, site area, and FAR. Phase I meets the FAR requirement, which is a 1.5 minimum, but the applicant is seeking development flexibility to reduce the overall planned development FAR from 1.5 to 1.2. For Park N Fly's site, City Code requires about 795,000 total square feet of development. The proposed PDP total is 645,008 square feet, which equates to a 1.22 FAR.

Table 2: Floor Area Ratio Calculations

Phase	Gross Building Area (sq. ft.)	Site Area (sq. ft.)	FAR
1	197,768	127,410	1.55
2	142,746	89,551	1.59
3	160,338	99,566	1.61
4	144,156	61,597	2.34
Totals – Phases 1-4	645,008	378,124	1.71
"Future Phase" (existing parking structure)	0	151,666	0.00
Entire Planned Development	**645,008**	**529,790**	**1.22**

Staff is supportive of the FAR reduction to 1.2. Today, the only building floor area that exists on the 529,790 square foot site is a 434 square foot kiosk as you enter the parking lot. Increasing the FAR from essentially zero to 1.2 is a tremendous change and furthers the City's goals of dense development within the South Loop District. Permitting an FAR reduction does not preclude the applicant from developing more square footage than currently proposed. It does, however, give the applicant additional flexibility in development that could be supported by the market.

One major factor impacting FAR is the existence of a large parking ramp at 3750 American Blvd. E. Parking ramps do not count toward FAR, but the presence of the ramp limits impacts the ability to add additional floor area. The ramp was originally designed to support a potential future building over a portion of it. The existing planned development shows a multi-floor office building over the ramp, however, that office building entitlement is proposed by the applicant to be removed with this application. While no development is presently depicted on the ramp site, it could be added in the future.

The use of the parking ramp is currently remote airport parking, however that use is temporary as it operates under an interim use permit. At such time that the current or a future interim use permit expires, the use of the lot will need to convert to supporting other development on the site, whether it is an adjacent building or a building constructed on top of the parking ramp. In that sense, the presence of the ramp will help support additional development in the future.

Landscaping, Screening and Lighting

Landscaping, including trees, shrubs, grasses, and perennials are provided throughout the Phase I site. Planting quantities exceed City Code requirements and meet City landscaping design policies. The site has some landscaping currently, but that landscaping is not particularly diverse and is primarily evergreen screening between American Blvd. E. and surface parking. The mix of trees, shrubs, and grasses near and within public right-of-way will significantly improve aesthetic appeal.

A photometric lighting plan was submitted, but only an "initial" plan with no light loss factor (LLF). A maintained photometric plan must also be submitted and approved before a building permit may be issued. The applicant is not seeking any deviations from any landscaping, lighting, or screening requirements.

Access, Circulation, and Parking

Within the South Loop District, Staff generally finds parking demand somewhat below City Code requirements due to the urban character and transit accessibility. With the proposed unit mix, the total parking requirement for Phase I is 363 stalls. This equates to a 28.2 percent deviation from City Code. However, because the development incorporates at least 9 percent of its units as affordable to those who are "very low income," and because it is within a Designated Transit Area, an automatic 30 percent parking reduction is applied (Section 9.19). The parking supply is therefore compliant due to the OHO incentive. Nonetheless, staff has encouraged the applicant to consider making some remote airport parking stalls available to residents, should the need arise.

Table 3: Parking Analysis for Phase 1

Unit Mix	Standard	Proposed	Parking Requirement
Studio & 1 BR	1.8	140	252.0
2 BR	2.2	34	74.8
3 BR	2.6	9	23.4
Party Room (sq. ft.)	100	1,308	13.1
Total Requirement			363.3
Proposed Parking			261
Proposed Deviation (%) Prior to OHO Parking Reduction			28.2

Parking demand for future phases will be evaluated as final development plans for those phases come forward. Parking supply will continue to be met predominately with structured parking facilities and limited surface parking.

The applicant is proposing a one-way drop-off loop off of American Boulevard E. that would include median modifications within American Boulevard E. The current design for the drop-off loop shows it being constructed completely within the right-of-way. This design would require the public sidewalk to wrap around the drop-off area which would push users under the roofline of the proposed building.

Staff does not support this design as it utilizes the right-of-way for the entire drop-off loop and does not allow the public sidewalk to continue along its current alignment adjacent to American Boulevard E. The design of the drop-of area will need to be modified and approved by staff prior to permit issuance.

Public Plaza

The South Loop District Plan envisions a small public park to be included on the Park N Fly site. In the HX-R Zoning District, a public plaza is required for each site. In this case, the site is the entire Park N Fly planned development. Among other standards, the plaza must be a minimum of 5,000 square feet, have access to a public or private street, and be available to the public. The applicant has proposed a public plaza on their property which has access to American Blvd. E. and a private access road, exceeds the area requirement, and has engaged with City Parks and Recreation staff on design. While the plaza design is not finalized, Parks and Recreation staff is willing to assist the applicant in developing a space that adds value to the site as well as the South Loop District and more broadly, the City of Bloomington.

Staff has included a recommended condition of approval requiring an agreement including, but not limited to access considerations, programming, and maintenance. Additionally, a condition of approval would require Parks and Recreation Director approval of the plaza design prior to the issuance of a Building Permit.

Preliminary and Final Plat and Platting Variance

The applicant is proposing a two-lot preliminary and final plat. The proposed plat would split-off land to create a lot for the apartment building. In addition to preliminary and final plat approval, the applicant is proposing a platting variance to allow the deferral of park dedication fee payment for *future phases*. The park dedication fee for Phase I, which is estimated to be $280,000, would be paid before the proposed plat is recorded.

Subdividing land is the trigger for the City to collect park dedication fees. The platting variance, if approved, would allow the proposed plat to be recorded without satisfying the park dedication requirement for Phases II-IV. Only park dedication fees for Phase I would be collected. If the variance is not approved, the application would be responsible for paying park dedication fees estimated to be $832,000 before recording the Phase I plat.

Unlike zoning variances, platting variances are evaluated based on an “unusual hardship” test. Staff has evaluated the required findings established in Section 22.07(d), and listed in a following section of this report, and believe the request has merit. Requiring park dedication fees now based on future, hypothetical development phases represents a unique hardship in the pursuit of development. Staff is recommending approval of the platting variance.

Stormwater Management

Stormwater will be managed to meet the City’s and Watershed District’s requirements for stormwater rate control (quantity), stormwater quality and volume.

The Stormwater Management plan calculations and narrative have been reviewed and appear to meet the requirements in the City of Bloomington Comprehensive Surface Water Management

Plan. A maintenance plan has not yet been provided and will be required to be signed and filed at Hennepin County. This site is located within the Lower Minnesota River Watershed District, so no additional permit will be required.

Utilities

The subject property is served by both City sanitary sewer and water. The utility plans for the site must be approved by the City Engineer prior to the issuance of a building permit for the site. Fire hydrant coverage and adequate supply for fire protection will also be evaluated as part of the review of the utility plans.

Traffic Analysis

Access to the subject property is not proposed to substantially change, with the exception of a proposed drop-off loop and median modifications on American Boulevard E. described earlier in the Staff Report. Staff is open to the median modifications as proposed but will require the drop-off loop design to be revised prior to permit approval. There is adequate capacity on American Boulevard E. for traffic generated from the site. Traffic impacts for future phases will be evaluated as those projects come online. The project must include bicycle parking facilities, as noted in the recommended conditions attached to the staff report.

Fire Prevention and Public Safety

The applicant has agreed to continue design work and meet the minimum requirements prior to the issuance of the building permits. The approved access road must be maintained in accordance to the approved plan including a surface to provide all weather driving capabilities. Apparatus access roads must be asphalt or concrete and support a minimum of 80,000 pounds.

A looped water supply feeding a single, combined water service into the building is required for the domestic and sprinkler system water demand. Hydrant coverage must be provided within 150 feet of all exterior walls and within 50 feet of the fire department connection. Hydrant locations would be approved by the Utilities and Fire Prevention Divisions.

The building must be addressed plainly and visible from the street or road using numbers that contrast with the background. The numbers must be a minimum or four inches, be Arabic numbers or alphabetic letters with a minimum stroke width of 0.5 inches.

The applicant must ensure the proposed landscaping plans do not interfere with access to the building. Knox boxes and annunciator panels would be required at the main entrances and other areas as designated by the Fire Prevention Division.

All stairwells must have an access door to the interior on all floors including the first floor. The fire code requires wet standpipe hose valves within 200 feet of all areas within the structure.

Provide for emergency responder radio coverage throughout the complex and in all structures per the requirements of Appendix L in the 2015 Minnesota State Fire Code. Any changes made to the current plans, including building location, access roads, water supply, and addressing, must be reviewed by the Fire Marshal to insure continued compliance with the fire code.

Status of Enforcement Orders

There are no open enforcement orders for the site.

FINDINGS

Required Preliminary Development Plan Findings - Section 21.501.02(d)(1-6):

Required Finding	Finding Outcome/Discussion
(1) The proposed use is not in conflict with the Comprehensive Plan	Finding made – There is no conflict between the proposed development and the Comprehensive Plan. The proposed apartment building is consistent with the Comprehensive Plan's South Loop Mixed Use designation.
(2) The proposed use is not in conflict with any adopted District Plan for the area	Finding made – The proposed development is consistent with the South Loop District's vision for dense, mixed-use development that takes advantage and supports nearby transit options.
(3) All deviations from City Code requirements are in the public interest and within the parameters allowed under the Planned Development Overlay Zoning District or have previously received variance approval	Finding made – The proposed deviations would facilitate a development that is of similar character with the nearby multi-family housing development. The building's height, density, massing, design and other characteristics are consistent with development projects within the South Loop District. The deviations would not have an adverse impact on the surrounding neighborhood and are in the public interest.
(4) Each phase of the proposed development is of sufficient size, composition, and arrangement that its construction, marketing, and operation is feasible as a complete unit without dependence upon any subsequent unit	Finding made – The planned development's Phase I is not dependent on subsequent phases.
(5) The proposed development will not create an excessive burden on parks, schools, streets, and other public facilities and utilities which serve or are proposed to serve the planned development; and	Finding made – Given the size and characteristics of the proposed development, an excessive burden is not anticipated on parks, schools, streets, the sanitary sewer system or the water system once planned sanitary sewer improvements are completed in the area.

(6) The proposed development will not be injurious to the surrounding neighborhood or otherwise harm the public health, safety and welfare	Finding made – The proposed development is not anticipated to be injurious to the surrounding neighborhood or otherwise harm the public health, safety and welfare. The development must meet stormwater requirements and the building design, building heights, and site circulation are consistent with multi-family housing development within the South Loop District and the Interstate 494 corridor.

Required Final Development Plan Findings – Section 21.501.03(e)(1-7)

Required Finding	Finding Outcome/Discussion
(1) The proposed use is not in conflict with the Comprehensive Plan	Finding made – There is no conflict between the proposed development and the Comprehensive Plan. The proposed apartment building is consistent with the Comprehensive Plan's South Loop Mixed Use designation.
(2) The proposed use is not in conflict with any adopted District Plan for the area	Finding made – The proposed development is consistent with the South Loop District's vision for dense, mixed-use development that takes advantage and supports nearby transit options.
(3) The proposed development is not in conflict with the approved preliminary development plan for the site	Finding made – the final development is consistent with Phase I of the preliminary development plan.
(4) All deviations from City Code requirements are in the public interest and within the parameters allowed under the Planned Development Overlay Zoning District or have previously received variance approval	Finding made – The proposed deviations would facilitate a development that is of similar character with the nearby multi-family housing development. The building's height, density, massing, design and other characteristics are consistent with development projects within the South Loop District. The deviations would not have an adverse impact on the surrounding neighborhood and are in the public interest.
(5) The proposed development is of sufficient size, composition, and arrangement that its construction, marketing, and operation is feasible as a complete unit without dependence upon any subsequent unit	Finding made – The planned development's Phase I is not dependent on subsequent phases.
(6) The proposed development will not create an excessive burden on parks, schools, streets, and other public facilities and utilities which serve or	Finding made – Given the size and characteristics of the proposed development, an excessive burden is not anticipated on parks, schools, streets, the sanitary sewer system or the water system once planned sanitary sewer

are proposed to serve the planned development; and	improvements are completed in the area.
(7) The proposed development will not be injurious to the surrounding neighborhood or otherwise harm the public health, safety and welfare	Finding made – The proposed development is not anticipated to be injurious to the surrounding neighborhood or otherwise harm the public health, safety and welfare. The development must meet stormwater requirements and the building design, building heights, and site circulation are consistent with multi-family housing development within the South Loop District and the Interstate 494 corridor.

Required Preliminary Plat Findings - Section 22.05(d)(1-8):

Required Finding	Finding Outcome/Discussion
(1) The plat is not in conflict with the Comprehensive Plan	Finding made – The plat is not in conflict with the Comprehensive Plan as the proposed lots meet City Code requirements, subject to approval of the platting variance, and is sufficient for development allowed in the underlying zoning district.
(2) The plat is not in conflict with any adopted District Plan for the area	Finding made – The proposed plat is consistent with the South Loop District's vision for dense, mixed-use development.
(3) The plat is not in conflict with City Code provisions	Finding made – The proposed plat is not in conflict with provisions of the City Code, subject to the proposed preliminary development plan, final development plan, and platting variance to defer park dedication fees for future phases.
(4) The plat does not conflict with existing easements	Finding made – There are no known easements in conflict with the plat.
(5) There is adequate public infrastructure to support the additional development potential created by the plat	Finding made – There is adequate public infrastructure to support the development intended for the lots created by the plat.
(6) The plat design mitigates potential negative impacts on the environment, including but not limited to topography; steep slopes; trees; vegetation; naturally occurring lakes, ponds, rivers, and streams; susceptibility of the site to erosion, sedimentation or flooding; drainage; and stormwater storage needs	Finding made – The plat will establish new drainage and utility easements. The proposed development plan will be required to manage erosion, stormwater, and mitigate any potential negative impacts on the environment. There are no environmentally sensitive areas or steep topography.
(7) The plat will not be detrimental to	Finding made – The plat would subdivide an existing

the public health, safety and welfare	platted lot into two lots to facilitate redevelopment. The redevelopment will not be detrimental to the public health, safety, or general welfare.
(8) The plat is not in conflict with an approved development plan or plat.	Finding made – The proposed plat would facilitate construction of the proposed development on site and is not in conflict with the proposed development.

Required Final Plat Findings – Section 22.06(d)(1):

Required Finding	Finding Outcome/Discussion
(1) The plat is not in conflict with the approved preliminary plat or preliminary plat findings	Finding made – The final plat is consistent with the preliminary plat and preliminary plat findings.

Required Platting Variance Findings – Section 22.07(d)(1-5):

Required Finding	Finding Outcome/Discussion
(1) An unusual hardship exists that justifies the platting variance	Finding made – In order to finance the first phase of construction on the existing site- a 183 unit apartment building, the applicant must create a separate, developable lot. Subdividing land triggers park dedication for the entire development, even though only a fraction of the site is proposed for redevelopment as Phase I. Paying park dedication up front for several future development phases is an unusual hardship that would serve to stifle multi-phase development.
(2) The unusual hardship is not the result of actions of the applicant	Finding made – Subdividing land in order to create a separate lot is a routine step in development. The hardship results from the process of how park dedication fees are collected.
(3) The platting variance requested is the minimum variance necessary to address the unusual hardship	Finding made – As proposed by the applicant, the park dedication fees for future phases will still be paid prior to the issuance of a building permit for future development. The deferment of park dedication fees until prior to building permit is the minimum variance necessary to address the hardship.
(4) The platting variance will not conflict with the purpose and intent of the city code	Finding made – The purpose and intent the park dedication ordinance is for each development to contribute towards the City's park system in proportion to the burden that the development will place upon the park system. As proposed, the issuance of a building permit will not inhibit the collection of park dedication fees prior to when the burden of future development on

	the park system is realized. Prior to future development being constructed, the required park dedication fee must be collected, thereby contributing to the City's park system and meeting the intent of the City Code.
(5) The platting variance will not have a substantially detrimental impact on neighboring property owners or the public welfare.	Finding made – A platting variance to defer the payment of park dedication fees until prior to the issuance of a building permit will not have a substantially detrimental impact on neighboring property owners or the public welfare given that park dedication fees will be collected prior to the additional park demands created by each phase.

RECOMMENDATION

The Planning Commission and staff recommend approval using the following motions:

In Case PL2020-28, having been able to make the required findings, I move to approve a major revision to preliminary development plans for a multi-phase planned development at 3700 and 3750 American Boulevard E. and final development plans to convert a portion of the Park 'N Fly remote airport parking facility into a six-story, 183-unit apartment building located at 3700 American Blvd. E., subject to the conditions and Code requirements attached to the staff report.

In Case PL2020-28, having been able to make the required findings, I move to approve the preliminary plat and adopt a resolution approving the final plat for ROSA ADDITION, subject to the conditions and Code requirements attached to the staff report.

In Case PL2020-28, having been able to make the required findings, I move to adopt a resolution approving a platting variance to defer park dedication fees for future development phases to the time of building permit issuance of those phases.

RECOMMENDED CONDITIONS OF APPROVAL

Case PL2020-28

Project Description: Major revision to preliminary development plans for a multi-phase planned development at 3700 American Boulevard East; final development plans to convert a portion of the Park 'N Fly remote airport parking facility into a six-story, 183-unit apartment building; a preliminary and final plat to subdivide 3700 American Boulevard East into two lots; and a platting variance to defer park dedication fees for future phases.

Address: 3700 AMERICAN BLVD E.

The following conditions of approval are arranged according to when they must be satisfied. In addition to conditions of approval, the use and improvements must also comply with all applicable local, state, and federal codes. Codes to which the applicant should pay particular attention are included below.

Preliminary Development Plan Conditions of Approval

1.	Ongoing	Park dedication must be satisfied for Phase I of the planned development. Park dedication for future phases must be satisfied prior to the issuance of a building permit for that development phase.
2.	Ongoing	The floor area ratio (FAR) for the entire planned development must be equal to or greater than 1.2.

Final Development Plan Conditions of Approval

1.	Prior to Permit	A Site Development Agreement, including all conditions of approval, must be executed by the applicant and the City and must be properly recorded by the applicant with proof of recording provided to the Director of Community Development.
2.	Prior to Permit	A Public Plaza Development Agreement, including access, programming, and design considerations, must be executed by the applicant and the City and must be properly recorded by the applicant with proof of recording provided to the Parks and Recreation Director.
3.	Prior to Permit	Development must comply with Lower Minnesota River Watershed District standards.
4.	Prior to Permit	The Director of Parks and Recreation must approve the public plaza design.
5.	Prior to Permit	Sewer Availability Charges (SAC) must be satisfied.
6.	Prior to Permit	Access, circulation, drop-off area and parking plans must be approved by the City Engineer and Fire Marshal.
7.	Prior to Permit	An erosion control surety must be provided (16.08(b)).
8.	Prior to Permit	Landscape plan must be approved by the Planning Manager and landscape surety must be filed (Sec 19.52).
9.	Prior to Permit	Parking lot and site security lighting plans must be revised to satisfy the requirements of Section 21.301.07 of the City Code.

10.	Prior to Permit	Utility plan showing location of existing and proposed water main and fire hydrant locations must be approved by the Fire Marshal and Utilities Engineer (City Code Sec. 6.20, Minnesota State Fire Code Sec. 508).
11.	Prior to Permit	Exterior building materials must be approved by the Planning Manager (Sec. 19.63.08).
12.	Prior to Permit	A National Pollutant Discharge Elimination System (NPDES) construction site permit and a Storm Water Pollution Prevention Plan (SWPPP) must be provided if greater than one acre is disturbed (State of MN and Federal regulation).
13.	Prior to Permit	Storm Water Management Plan must be provided that demonstrates compliance with the City's Comprehensive Surface Water Management Plan. A maintenance plan must be signed by the property owners and must be filed of record with Hennepin County.
14.	Prior to Permit	A Minnesota Department of Health (MDH) watermain review and approval must be obtained or notification from MDH that this permit is not required must be submitted to the City (State of MN).
15.	Prior to Permit	Federal Aviation Administration review is required through the 7460 airspace analysis process.
16.	Prior to Permit	Grading, Drainage, Utility and Erosion Control plans must be approved by the City Engineer.
17.	Prior to C/O	Buildings must meet the requirements of the Minnesota State Fire Code Appendix L (Emergency Responder Radio Coverage) adopted through City Ordinance to have approved radio coverage for emergency responders based upon the existing coverage levels of the public safety communication systems.
18.	Prior to Permit	The properties must be platted per Chapter 22 of the City Code and the approved final plat must be filed with Hennepin County prior to the issuance of any permits (22.03(a)(2)).
19.	Prior to C/O	Sidewalk must be installed along American Blvd. E. at the developer's expense (Section 21.301.04(b)(1)).
20.	Prior to C/O	Prior to occupancy, life safety requirements must be reviewed and approved by the Fire Marshal.
21.	Ongoing	All construction stockpiling, staging and parking must take place on site and off adjacent public streets and public right-of-way.
22.	Ongoing	Bicycle parking spaces must be provided and located on site as approved by the City Engineer.
23.	Ongoing	Poured-in-place concrete curbs must be provided on the perimeter of parking lots and traffic islands (Sec 19.64).
24.	Ongoing	All trash and recyclable materials must be stored inside the principal building (Sec. 21.301.17).
25.	Ongoing	All rooftop equipment must be fully screened (Sec. 19.52.01).
26.	Ongoing	Signs must be in compliance with the requirements of Chapter 19, Article X of the City Code and Uniform Design Plan.
27.	Ongoing	Alterations to utilities must be at the developer's expense.
28.	Ongoing	Fire lanes must be posted as approved by the Fire Marshal (MN State Fire Code Sec. 503.3).

29. Ongoing Building must be provided with an automatic fire sprinkler system as approved by the Fire Marshal (MN Bldg. Code Sec. 903, MN Rules Chapter 1306; MN State Fire Code Sec. 903).

Final Plat Conditions of Approval

1. A title opinion or title commitment that accurately reflects the state of title of the property being platted, dated within 6 months of requesting City signatures, must be provided.
2. A consent to plat form from any mortgage company with property interest must be provided.
3. Park dedication must be satisfied for Phase I. Park dedication for future phases must be satisfied prior to the issuance of a building permit for that development phase.
4. A public sidewalk and bikeway easement must be provided along the frontage of American Blvd. E. as approved by the City Engineer.
5. Public drainage and utility easements must be provided as approved by the City Engineer.
6. Vacation of existing drainage and utility easement is recommended upon the dedication of new drainage and utility easements on the new plat.
7. The property must be platted per Chapter 22 of the City Code and the approved final plat must be filed with Hennepin County prior to the issuance of footing and foundation or building permits (22.03(a)(2)).

RESOLUTION No. 2020 -_____

A RESOLUTION APPROVING THE PRELIMINARY AND FINAL PLAT OF ROSA ADDITION

WHEREAS, the City Council of the City of Bloomington is the official governing body of the City of Bloomington, Minnesota; and

WHEREAS, Rosa Development, applicant and property owner, have made application for plat approval of "ROSA ADDITION"; and

WHEREAS, the subject property is legally described as:
Lot 1, Block 1, INTERNATIONAL AIRPORT PARK 5TH ADDITION, Hennepin County, Minnesota (3700 American Blvd. E.) and

WHEREAS, the City Council has adopted subdivision regulations for the orderly, economic, and safe development of land within the City; and

WHEREAS, the plat of "ROSA ADDITION" has been submitted in the manner required for platting of land under the Bloomington City Code and all proceedings have been duly held thereunder; and

WHEREAS, the plat is consistent with the Comprehensive Plan and the regulations and requirements of the laws of the State of Minnesota; and

WHEREAS, the Planning Commission has reviewed the plat at a duly called Public Hearing and recommends approval; and

WHEREAS, the City Council has considered the application for a subdivision plat of ROSA ADDITION.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Bloomington hereby approves the subdivision plat of ROSA ADDITION, subject to the attached Conditions of Approval (Exhibit A).

This resolution will expire two years from the date of adoption. If the aforesaid subdivision plat is not recorded with the appropriate offices of Hennepin County within two years, a new application will be required for subdivision approval by the City of Bloomington.

Passed and adopted this ____ day of April, 2020.

_____
Mayor

ATTEST:

_____
Secretary to the Council

EXHIBIT A

CONDITIONS OF APPROVAL – ROSA ADDITION

1. A title opinion or title commitment that accurately reflects the state of title of the property being platted, dated within 6 months of requesting City signatures, must be provided.
2. A consent to plat form from any mortgage company with property interest must be provided.
3. Park dedication must be satisfied for Phase I. Park dedication for future phases must be satisfied prior to the issuance of a building permit for each development phase.
4. A public sidewalk and bikeway easement must be provided along the frontage of American Blvd. E. as approved by the City Engineer.
5. Public drainage and utility easements must be provided as approved by the City Engineer.
6. Vacation of existing drainage and utility easement is recommended upon the dedication of new drainage and utility easements on the new plat.
7. The property must be platted per Chapter 22 of the City Code and the approved final plat must be filed with Hennepin County prior to the issuance of footing and foundation or building permits (22.03(a)(2)).

RESOLUTION NO. 2020-_____

A RESOLUTION APPROVING A PLATTING VARIANCE TO DEFER PARK DEDICATION FEES FOR FUTURE DEVELOPMENT PHASES TO THE TIME OF BUILDING PERMIT ISSUANCE OF THOSE PHASES FOR THE PARK N FLY PLANNED DEVELOPMENT LOCATED AT 3700 AND 3750 AMERICAN BLVD. E., BLOOMINGTON, MINNESOTA

WHEREAS, the City Council of the City of Bloomington is the official governing body of the City of Bloomington; and

WHEREAS, an application has been filed on behalf of Rosa Development Company, the owners of the premises located at 3700 and 3750 American Blvd. E., and legally described as follows:

Lot 1, Block 1, INTERNATIONAL AIRPORT PARK 5TH ADDITION, Hennepin County, Minnesota (3700 American Blvd. E.); and

Lot 2, Block 1, INTERNATIONAL AIRPORT PARK 4TH ADDITION, Hennepin County, Minnesota (3750 American Blvd. E);

For a platting variance to defer payment of park dedication fees associated with future development phases on land included in the ROSA ADDITION final plat until prior to the issuance of a building permit for those future phases; and

WHEREAS, on March 19, 2020, the Planning Commission considered the multi-phased development proposal at a duly called public meeting. The applicant was provided the opportunity to present information to the Planning Commission. The Planning Commission considered all the comments received and the staff report, which are incorporated by reference into this resolution. The Planning Commission recommends approval; and

WHEREAS, the City Council is empowered to approve variances to provisions of the City Subdivision and Platting regulations when such variances are in harmony with the general purpose and intent of the City Code, and when the applicant has established that there is an unusual hardship in complying with the Subdivision and Platting regulations; and

WHEREAS, the City Council has reviewed said request at duly called public meeting on April 6, 2020 and has considered the report of the City staff, the recommendation of the Planning Commission, the comments of persons speaking regarding the proposed variance, and the requirements in Bloomington City Code; and

WHEREAS, the City Council makes the following findings pursuant to City Code § 22.07(d)(1-5) regarding when platting variances may be permitted:

Required Finding	Finding Outcome/Discussion
(1) An unusual hardship exists that justifies the platting variance.	Finding made – In order to finance the first phase of construction on the existing site- a 183 unit apartment building, the applicant must create a separate, developable lot. Subdividing land triggers park dedication for the entire development, even though only a fraction of the site is proposed for redevelopment as Phase I. Paying park dedication up front for several future development phases is an unusual hardship that would serve to stifle multi-phase development.
(2) The unusual hardship is not the result of actions of the applicant.	Finding made – Subdividing land in order to create a separate lot is a routine step in development. The hardship results from the process of how park dedication fees are collected.
(3) The platting variance requested is the minimum variance necessary to address the unusual hardship.	Finding made – As proposed by the applicant, the park dedication fees for future phases will still be paid prior to the issuance of a building permit for future development. The deferment of park dedication fees until prior to building permit is the minimum variance necessary to address the hardship.
(4) The platting variance will not conflict with the purpose and intent of the city code.	Finding made – The purpose and intent the park dedication ordinance is for each development to contribute towards the City's park system in proportion to the burden that the development will place upon the park system. As proposed, the issuance of a building permit will not inhibit the collection of park dedication fees prior to when the burden of future development on the park system is realized. Prior to future development being constructed, the required park dedication fee must be collected, thereby contributing to the City's park system and meeting the intent of the City Code.
(5) The platting variance will not have a substantially detrimental impact on neighboring property owners or the public welfare.	Finding made – A platting variance to defer the payment of park dedication fees until prior to the issuance of a building permit will not have a substantially detrimental impact on neighboring property owners or the public welfare given that park dedication fees will be collected prior to the additional park demands created by each phase.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, MINNESOTA:

A. That the Recitals are incorporated by reference and these affirmative findings are adopted by the City Council;

B. That the platting variance shall expire if not used or applied in accordance with the provisions of City Code Section 22.07(e);

C. That the requested platting variance to defer park dedication fees for future development phases is approved for the following reasons:

1. That the granting of the variance would not unduly interfere with the general intent and purpose of the Ordinance; and

2. The granting of the variance would allow a reasonable use not permitted by the subdivision ordinance; and

3. The granting of the variance would not adversely affect the health, safety and general welfare of the residents or the public.

Passed and adopted this 6th day of April, 2020.

_____
Mayor

ATTEST:

_____
Secretary to the Council

CITY OF BLOOMINGTON MINNESOTA

OPPORTUNITY HOUSING

Provide incentives for the creation of affordable housing units while furthering market rate development

3700 and 3750 American Boulevard East
Rosa Development Co

PROJECT SUMMARY

Rosa Development Co proposes construction of a multifamily apartment building consisting of two buildings of 183 units connected by a circulation link similar to a skyway. A variety of units and floor plans will be offered with studio, studio/alcove, 1-bedroom, 2-bedroom and 3-bedroom units available. The project proposes to provide on-site compliance with 20% of its units as affordable at the 50% AMI level for 20 years. There are 258 parking stalls planned with 237 structured parking stalls, 10 surface parking stalls and 15 parallel parking stalls on the west access road.

The incentives proposed to be utilized include: floor area ratio reduction, parking stall reduction, alternative exterior materials, storage space reduction, development fee reimbursement and Tax Increment Financing. The objectives of integration, dispersion, design, phasing and construction of Opportunity Housing units with market rate units are met.

Amenities will include a dynamic 2-story lobby, a main floor clubroom opening onto the outdoor pool plaza, a fitness room, a secondary clubroom with views of the Minnesota River Valley and national wildlife preserve, maker space, a dog park with dog wash, dedicated co-working space for residents, a rental center for outdoor equipment, a leasing center, and back of the house space (offices, workroom, reception, storage), as well as a resident mail room and package center. Outdoor amenities include an abundance of green space, walkways to sidewalks linking to the nearby light rail stop and at the plaza area, grilling stations, outdoor seating and gathering areas, fire pits, and an outdoor swimming pool.

UNITS AND AFFORDABILITY

# BEDROOMS	30% AMI	50% AMI	60% AMI	MARKET RATE	RENTS
Efficiency		12		43	$875 – market rate
1 Bedroom		17		68	$937 – market rate
2 Bedroom		7		27	$1,125 – market rate
3 Bedroom		1		8	$1,300 – market rate
4 Bedroom		-		-	-
TOTAL UNITS		**37**		**146**	

OPPORTUNITY HOUSING INCENTIVES

INCENTIVE	PROJECT QUALIFIES FOR	REQUEST	STAFF RECOMMENDATION
§9.16 Density Bonus within Designated Transit Area	NA	-	-

INCENTIVE	PROJECT QUALIFIES FOR	REQUEST	STAFF RECOMMENDATION
§9.17 Floor Area Ratio Bonus within Designated Transit Area	2,000 sq feet additional floor area allowed per low income unit capped at 50% FAR increase	20% FAR Reduction	Approve
§9.18 Height Bonus	1 story/10 feet	-	-
§9.19 Parking Stall Reduction	30% inside DTA	28%	Approve
§9.20 Enclosed Parking Space Conversion	25%	-	-
§9.21 Minimum Unit Size Reduction	20% for very low income units only	-	-
§9.22 Alternative Exterior Materials Allowance (not facing public streets)	75% of qualifying Facades	75%	Approve
§9.23 Storage Space Reduction	50%	50%	Approve
§9.24 Landscaping – Fee in Lieu Reduction on Highly Constrained Sites	100%	-	-
§9.25 Development Fee Reimbursement within Designated Area	Not eligible	-	-
§9. 26 Development Fee Deferments within Designated Area	Not eligible for 24 month deferral	-	-
§9.27 Expedited Review of Plans within Designated Area	Not eligible	-	-
§9.28 Land Write Down	NA	-	-
§9.30 Housing Tax Increment Financing	Potentially Eligible	TIF amount to be determined	Approve Incentive
§9.31 Project Based Vouchers	NA	-	-

OPPORTUNITY HOUSING OBJECTIVES

OBJECTIVE	OBJECTIVE MET
Integration §9.36 (a) Opportunity Housing units encourage racial and economic integration and distribute affordable housing units throughout the city	Yes. The development will add 37 affordable units to a mixed-income and mixed-use transit corridor of the city and will encourage further racial and economic integration.
Dispersion §9.36 (b) affordable housing units in the development are mixed with and not clustered together or segregated in any way from market rate units	Yes. The affordable units will be located throughout the development and available on each floor.
Design §9.36 (c) affordable housing units are comparable in construction quality and exterior design to the market rate units constructed as part of the development	Yes. All units are designed to the same standards.
Phasing §9.36 (d) phasing plan for development of affordable units will be proportionate to development of market rate units	Yes. The project includes affordable units in the first phase and the unit mix in a potential second phase of development is yet to be determined.
Construction §9.36 (c) construction and occupation of affordable units will be proportionate construction and occupation of market rate units	Yes. The all units developed in first phase of the project will be constructed and opened at the same time.

Project Team:

Owner/Applicant:

Rosa Development Co.
334 NE 1st Avenue
Delray Beach, FL 33444
Contact: Kristin Muir

Development Consultant/Owner's Rep
KimbleCo
Minneapolis - St. Paul
Phone: 612.670.8552
Contact Julie Kimble

Architect:

Boarman Kroos Vogel Group, Inc.
222 North Second Street
Minneapolis, Minnesota 55401
Phone: (612) 339-3752
Contact: Robert Ewert

Civil Engineering:

Kimley-Horn
767 N Eustis Street
Suite 100
St. Paul, Minnesota 55114
Phone: (612) 294-7250
Contact: Mitchell Cookas

Landscape:

Boarman Kroos Vogel Group, Inc.
222 North Second Street
Minneapolis, Minnesota 55401
Phone: (612) 339-3752
Contact: Brady Halverson

Structural Engineering:

Boarman Kroos Vogel Group, Inc.
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Visioning / Design Concept

Located in the South Loop District of Bloomington Minnesota, the vision and design concept is intended to align with select goals/visions of the City of Bloomington's South Loop District.

"Bloomington's South Loop District is a distinctive urban center where people build their lives around work and community. It's a trendy neighborhood at the crossroads of the metro area's transportation networks, yet it's only moments away from the quiet, unspoiled beauty of the Minnesota Valley National Wildlife Refuge."

The project's intent is to create visual, physical and experiential connections to the LRT and bus transit systems and the Minnesota Valley National Wildlife Refuge. The design approach is based on community that embraces creative placemaking, environmental awareness, sustainability, quality of life, safety and comfort. Awareness of the project's accessibility to the Minneapolis-St. Paul International Airport is also taken into consideration.

The materials selected for this project seek a refined modern north aesthetic that caters to professionals and people seeking an active lifestyle. Large windows, interior shared resident amenities and shared outdoor spaces, bicycle and pedestrian paths, pollinator and bird friendly landscaping work together to create healthy and inspiring connections to the outdoors.

The building is oriented to maximize solar exposure, connections to American Boulevard, the Minnesota Valley National Wildlife Refuge and river valley views.

Project Description/Approach

Rosa Development, under a Site Development Agreement with the City of Bloomington, dated April 16, 2019 is proceeding to develop its Phase I project. To date, Rosa has met the following milestone requirements below:

- ID Phase I project boundaries: Required milestone: August 1, 2019 Submitted: July 31, 2019
- Amend AUAR: Determined as not required
- Opportunity Housing introduction meeting with staff - complete
- Submit Concept Master Plan: Required milestone – October 31, 2019 Submitted: October 2, 2019
- Submit Project proforma (incentives: Required milestone: October 31, 2019 Submitted: October 29, 2019 initial meeting, submission post Confidentiality Agreement execution
- Informal DRC review was held on December 3, 2019.

The overall site is an approximately 12-acre parcel of land known as the Park 'N Fly at 3700 and 3750 American Boulevard East in Bloomington, MN. The owners of the land have been long-term property owners in the City of Bloomington, and are proposing to retain long-term ownership of this Phase I project, continuing their investment in the City of Bloomington.

The subject property currently consists of a surface parking lot on the 3700 American Boulevard parcel (of approx. 1,036 stalls), and a multi-level parking garage on the 3750 American Boulevard parcel (of approx. 1,050 stalls). The Master Plan proposes multiple phases of development over time dependent on market conditions.

The Phase 1 project will be a multifamily apartment building consisting of two buildings of 183 units connected by a circulation link similar to a "skyway". A variety of units and floor plans will be offered with studio, studio/alcove, 1-bedroom, 2-bedroom and 3-bedroom units available.

The building to the north will be 5 levels of wood construction over 1 concrete podium level. The building to the east will also be 5 levels of wood construction over 1 concrete podium level and is also comprised of a south building section of 2 levels of wood construction over 1 level of concrete podium.

Parking will be located below grade in the basement level and on Level 1. Level 1 will be below grade except at American Boulevard East where active use is planned. Construction will consist of precast columns and a beam structure with CMU foundation walls and spread footings.

Phase 1 has 237 structured parking stalls, 10 surface parking stalls and 15 parallel parking stalls on the access road west of Phase 1, for a total of 258 stalls. The number of provided resident parking is appropriate for a transit-oriented community, and therefore deviates from current City Code. The code requires 350 stalls based on the proposed unit mix. The project is seeking approval to deviate from City Code relative to required parking. The project is located in close proximity to a light rail transit stop and the airport.

The exterior of the building will be comprised of the following materials; stucco ("primary" material), wood-look metal panel ("primary" material), and fiber cement siding ("alternative" material). The project will utilize the Opportunity Housing incentive for 75% alternate materials on non-street facing facades. For clarity, an exhibit is attached that clearly details the exterior materials specified for this project.

The project has been designed to include amenities that are important to today's renters: amenities that will provide opportunities for a live-work-play environment. Amenities will include a dynamic 2-story Lobby, a main floor clubroom opening onto the outdoor pool plaza, a fitness room, a secondary clubroom called a "skyclub" with views of the Minnesota River Valley and national wildlife preserve, Maker space – with the hope of housing a City artist in residence, a dog park with dog wash, dedicated coworking space for residents, a rental center for outdoor equipment, a Leasing Center, and back of the house space (Offices, Workroom, Reception, Storage), as well as a resident mail room and package center. Outdoor amenities include an abundance of green space, walkways to sidewalks linking to the nearby light rail stop and at the plaza area, grilling stations, outdoor seating and gathering areas, fire pits, and an outdoor swimming pool.

Project ownership is in early discussions with the City's Parks and Recreation Department for dedication of a public easement to allow for use of greenspace on the property that is adjacent to American Boulevard. This easement area is approximately 8,500 sf and could be considered a "pocket-park". Discussions are also occurring with the City's placemaking staff in hopes that this area can be activated and contribute to a series of connected greenspace within the City's South Loop District.

Federal Aviation Administration

The proposed building and all construction equipment will not exceed the 150 foot height limit per the Federal Aviation Administration ("FAA"). The project team is submitting to the FAA to obtain a "No hazard determination" response.

Peak hour & average day water demand/wastewater flow Analysis

Water usage for the Phase I development is estimated to be 20, 130 gallons per day. This is based on 183 units at 110 GPD (gallons per day). The estimated average waste water flow is 20, 130 gallons per day for 183 units. Peak water usage is estimated to be 434 GPM.

Flexibility Requests

1) Applicant asks for the allowed 20% FAR reduction to accommodate potential market changes in the future.
2) Request for parking flexibility, a deviation from code due to proximity to public transit.
3) Note: Applicant is asking for deferral of Park Dedication fees for the second lot created in the platting process.

Opportunity Housing

Rosa Development Phase I submits a Housing Plan concurrent with this application for approval of a Preliminary and Final Development Plan. In summary, this Phase I project proposes to provide on-site compliance with 20% of its units as affordable at the 50% AMI level. Details of the commitment to provide these units are described in detail in the Housing Plan submittal and Exhibits A, B and C.

Financial Summary

During pre-development, Rosa encountered several economic factors that resulted in the project not meeting even minimum investment return thresholds. The project team went through an extensive value engineering process to reduce cost. Even with value engineering there remains a significant gap in financial feasibility, that but for financial subsidy, would prohibit this development project from moving forward.

The combination of economic factors contributing to less than minimum investment thresholds are listed below:

- Affordable housing component with rents that do not support new construction – 20% of the units at the 50% AMI level
- Flat rents (note that lenders will not underwrite assuming any future increase in Year 1 rents)
- High construction costs
- Rising operating costs and future cost risk
  - Highest ever number of units in metro area has decreased multifamily labor supply and is pushing wages higher with competition for talent
  - Insurance costs continue to rise

- Real estate taxes
- Complexity of mixed-income developments increase operating costs and present some lease-up risk

- Mitigation of a high-water table on the subject site increasing initial capital costs and operating costs due to the requirement for dewatering

Because of these economic constraints this development would not happen solely through private investment in the "reasonably foreseeable future."

If this development does not move forward the City will not see a net increase in market value for this site compared to the likely development that could occur without TIF along with the other project benefits listed below.

For these reasons, Rosa, is making application to the City of Bloomington Port Authority as well as seeking incentives under the City of Bloomington's Opportunity Housing program.

Project Benefits

The Rosa development will provide public benefits to the City of Bloomington, and the overall community by providing the following:

- Affordable housing equaling 20% of the units at the 50% AMI level
- New development resulting in additional private investment with the opportunity to spur additional development in the area
- Job creation, both permanent and temporary (during development)
- Enhancement of the City's economic base
- Contribution to the fulfillment of the City's Comprehensive Plan
- New, high quality development that has intentionally aligned itself with the City's vision for the South Loop District in its design, site orientation and amenities
- Significant increase in the City's tax base.
- Opportunity for public access to greenspace
- Leverages the investment in public transit with its proximity to the LRT
- The possibility of providing space for an artist/maker space in residence coordinating with the City's placemaking program

Opportunity Housing Policy Incentives Requested to Mitigate Gap

- Housing TIF and incentive request (submitted to the Bloomington Port Authority)
- Parking Reduction
- Alternative Exterior Materials Allowance, 75% of qualifying facades (as detailed on attached Exhibit)
- Storage Space Reduction
- Development Fee Reimbursement Reduction of 30% (building permit, park dedication and SAC fees)

Submittals attached to the Rosa Development Phase I Preliminary & Final Development Plan application include:

- Master Plan
- Project Narrative
- ITE Trip Generation
- Peak hour & average day water demand/wastewater flow
    - (in Project Narrative)
- Site Plan
- Building Plans – Schematic
- Utility Plan
- Grading/erosion control/drainage plan
- Landscape plan
- Stormwater plan & report
- Photometric plan
- Project renderings
- Housing Plan & Exhibits (A-Exterior Materials, B-Site Plan, C-Identification of Affordable Units)
- Preliminary Plat submittal

Submittals sent separately (to Bloomington Port Authority):

Tax Increment Financing Application & Exhibits

4851-6026-0275, v. 2

OPPORTUNITY HOUSING - AFFORDABLE HOUSING PLAN

Residential developments of 20 units or more must submit an Affordable Housing Plan to the City of Bloomington as a part of the application for a final site and building plan, a final development plan or for NOAH preservation. An Affordable Housing Plan is not required for a development in which the affordable housing obligation is satisfied by a payment in lieu. The developer's commitment to meet the requirements of the Opportunity Housing Ordinance and the description of the affordable housing tools and incentives requested in the Affordable Housing Plan will be included in the development agreement with the city.

Fill in a response beneath the italicized text for each section below and submit this document with your application to serve as your Affordable Housing Plan.

#	Section	Ordinance Requirement (text in grey) and Responses
1.	**OPPORTUNITY HOUSING REQUIREMENTS SUMMARY**	The proposed construction of a multi-family rental development of 183 units will include 37 affordable housing units on-site. 17 affordable housing units are required to comply with the Opportunity Housing Ordinance.
2.	**PROJECT METRICS**	The project developers/owners intend to hold this development long-term and for a minimum of 5-years. Returns are built to a minimum, leveraged, 10-year IRR of 12%.
3.	**PROPOSED MARKET RATE AND AFFORDABLE UNITS**	All units will be developed within a multi-family development located at 3700 American Boulevard East, Bloomington, MN (to be re-platted). 55 Studio units; average of 575 sf 78 1-bedroom units; average of 724 sf 7 1-bedroom plus den units; average of 901 sf 34 2-bedroom units; average of 1,112 sf 9 3-bedroom units; average of 1,267 sf There are a total of 37 affordable units equivalent to 20.22% within this development. Both market rate and affordable unit developments costs are exactly the same.
4.	**AFFORDABILITY**	The 2019 annual income levels to which each affordable unit will be made affordable (for a family of four): VLI (50% AMI): 12 Studio units, average of 575 sf

		17 1-bedroom units, average of 724 sf 7 2-bedroom units; average of 1,112 sf 1 3-bedroom units; average of 1,267 sf
5.	**TERM OF AFFORDABILITY**	The project commits to maintaining the affordability limits shown here for the Opportunity Housing units for a minimum of 20 years as provided for in a deed restriction.
6.	**AFFORDABILITY MONITORING**	Greystar is the management & leasing firm for the project. Rosa Development will use either Greystar or its affordable housing partner, RealPage Windsor Compliance Services, to implement a monitoring program for household affordability compliance. Compliance will include initial tenant income verification and ongoing recertification annually.
7.	**CONFIRMATION OF RENTAL ASSISTANCE ACCEPTANCE**	The proposed development is establishing itself as a mixed-income apartment at the 50% AMI threshold and does not wish to participate in the use of HUD Housing Choice Vouchers for the life of the tenant voucher or a minimum of the 20-year affordability period.
8.	**INCENTIVES**	*Check and provide a description of the tools and incentives that your project is eligible for § 9.15 through § 9.31* ☐ Density bonus ☐ Floor area ratio bonus ☐ Height bonus ☒ Parking stall reduction The developer is seeking flexibility for less than code parking due to the proximity to public transit and is seeking the reduction under the Opportunity Housing incentives. ☐ Enclosed parking space conversion ☐ Minimum size reduction ☒ Alternative exterior materials allowance This request is outlined in the attached Exhibit A. ☒ Storage space reduction ☐ Landscape fee in-lieu reduction ☒ Development fee reimbursements ☐ Development fee deferment ☐ Expedited review of plans ☐ Land write down ☒ Tax increment financing ☐ Project based housing vouchers
9.	**MARKETING**	Advertising methods for availability of units will occur using four primary channels: 1) Online, through the development's website and promotions through online partners

		2) Social media, through the development's Instagram, Facebook and Twitter accounts 3) In print, through brochures that will be made available at selected affordable housing partners and non-profit organizations in Bloomington 4) Through pre-development open houses and events
10.	**DISPERSION**	The development is in a mixed-income and mixed-use transit corridor of the City and will encourage further racial and economic integration. The addition of 37 Opportunity Housing units in a mixed-income building on this site assists in the distribution of affordable housing units throughout the City.
11.	**INTEGRATION**	The Opportunity Housing units will be located throughout the development and are available on each floor. We have attached a plan that identifies the units that will available as affordable housing units upon opening of the development.
12.	**DESIGN**	The Opportunity Housing units are designed and will be constructed to the same high quality of construction as the remainder of the development.
13.	**PHASING PLAN**	The proposed project completely satisfies the City's minimum requirements as a stand-alone Phase. Future phases, if multi-family, will address the City's policies and requirements at the time of development.
14.	**CONSTRUCTION TIMING**	Construction and completion of all units will occur on the same schedule. It is anticipated that the request for a certificate of occupancy will be for 100% of the units on the same date.
15.	**PROJECT PLANS**	Please see attachments that include the site plan and the floorplan of the proposed development. Units available for affordable rents upon opening of the development are clearly noted on the plan.
16.	**ADDITIONAL INFORMATION**	Exhibits attached: A – Exterior Materials Exhibit, B – Site Plan, C-Identification of Affordable Units

A developer or owner may propose an alternative method to meet the opportunity housing requirement. Based on evidence specified in the Affordable Housing Plan, the community development department may approve such an alternative if the alternative will provide as much or more affordable housing at the same or lower income levels, and of the same or superior quality of design and construction, and will otherwise provide greater public benefit than compliance with the requirements of this chapter.

Upon submittal, the community development department will determine if the affordable housing plan is complete and conforms to the provisions of this chapter and the opportunity housing guidelines. The Developer will receive written comments on their Affordable Housing Plan at the next scheduled Pre-Application or Post-Application Development Review Committee Meeting. The decision of the community development department may be appealed.

Applicant Name Rosa Development Company LLLP Date 2.10.20

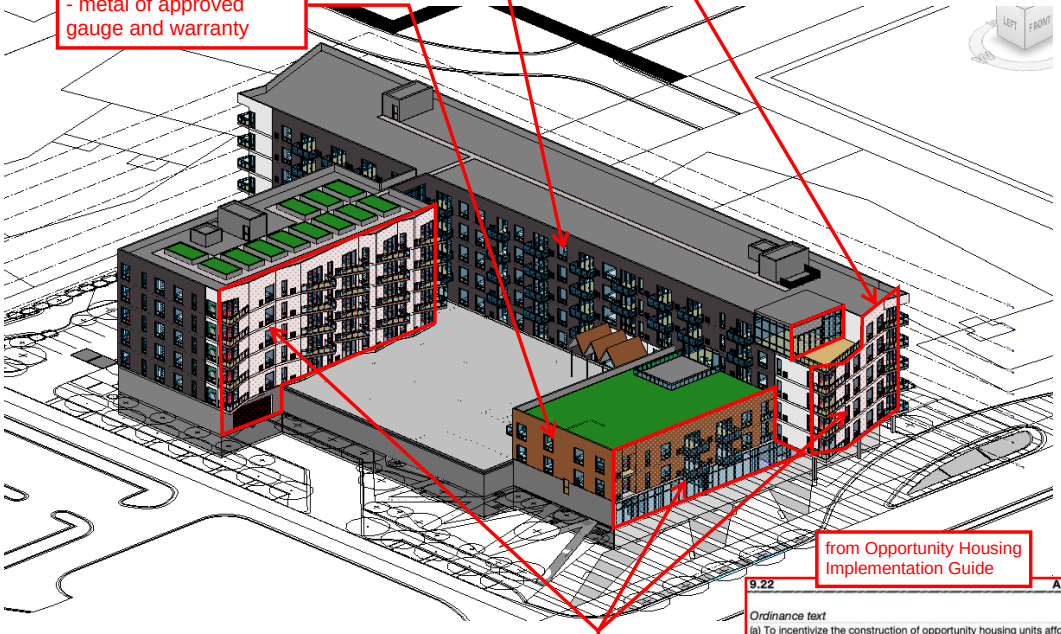
Rosa - Materials Identification (using Opportunity Housing Alt. Exterior Materials Allowance)

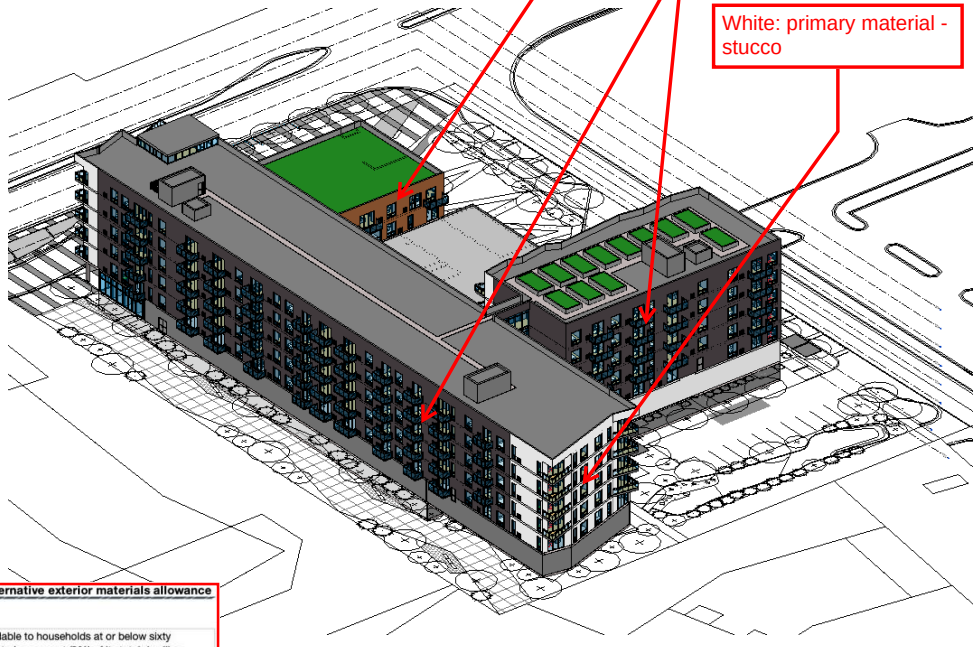
White: primary material - stucco

Gray: alternate material - fiber cement (lap board siding)

Brown: primary material - metal of approved gauge and warranty

Summary: this document shows a compliant approach to exterior materials based on the Opportunity Housing incentive which allows 75% of non-street facing facades to be alternative exterior materials if 9% of units qualify as very low income affordable housing.





Brown: primary material - metal of approved gauge and warranty

Gray: alternate material - fiber cement

White: primary material - stucco

Primary Faces

from Opportunity Housing Implementation Guide

In an effort to help developers reduce the hard costs of development while not detracting from the neighborhood or required finishes along the street front, this incentive allows developers who are in compliance with the Ordinance to substitute alternative materials on non-street facing parts of the development depending on the levels of affordability provided in the development. Acceptable alternative exterior materials are fiber cement, exterior insulation finishing systems (EIFS) and twenty-year warranty metals.

from Opportunity Housing Implementation Guide

9.22 Alternative exterior materials allowance

Ordinance text

(a) To incentivize the construction of opportunity housing units affordable to households at or below sixty percent (60%) of AMI, a residential development that includes at least nine percent (9%) of its total dwelling units affordable to households at or below sixty percent (60%) of AMI may use the alternative exterior materials of fiber cement, exterior insulation finishing system (EIFS), and twenty (20) year warranty metals on facades not facing public streets where otherwise not allowed by the city code as follows:

(1) A development with nine percent (9%) of its units qualifying as extremely low income affordable housing may cover up to one hundred percent (100%) of qualifying façades with the listed alternative exterior materials;

(2) A development with nine percent (9%) of its units qualifying as very low income affordable housing may cover up to seventy-five percent (75%) of qualifying façades with the listed alternative exterior materials; or

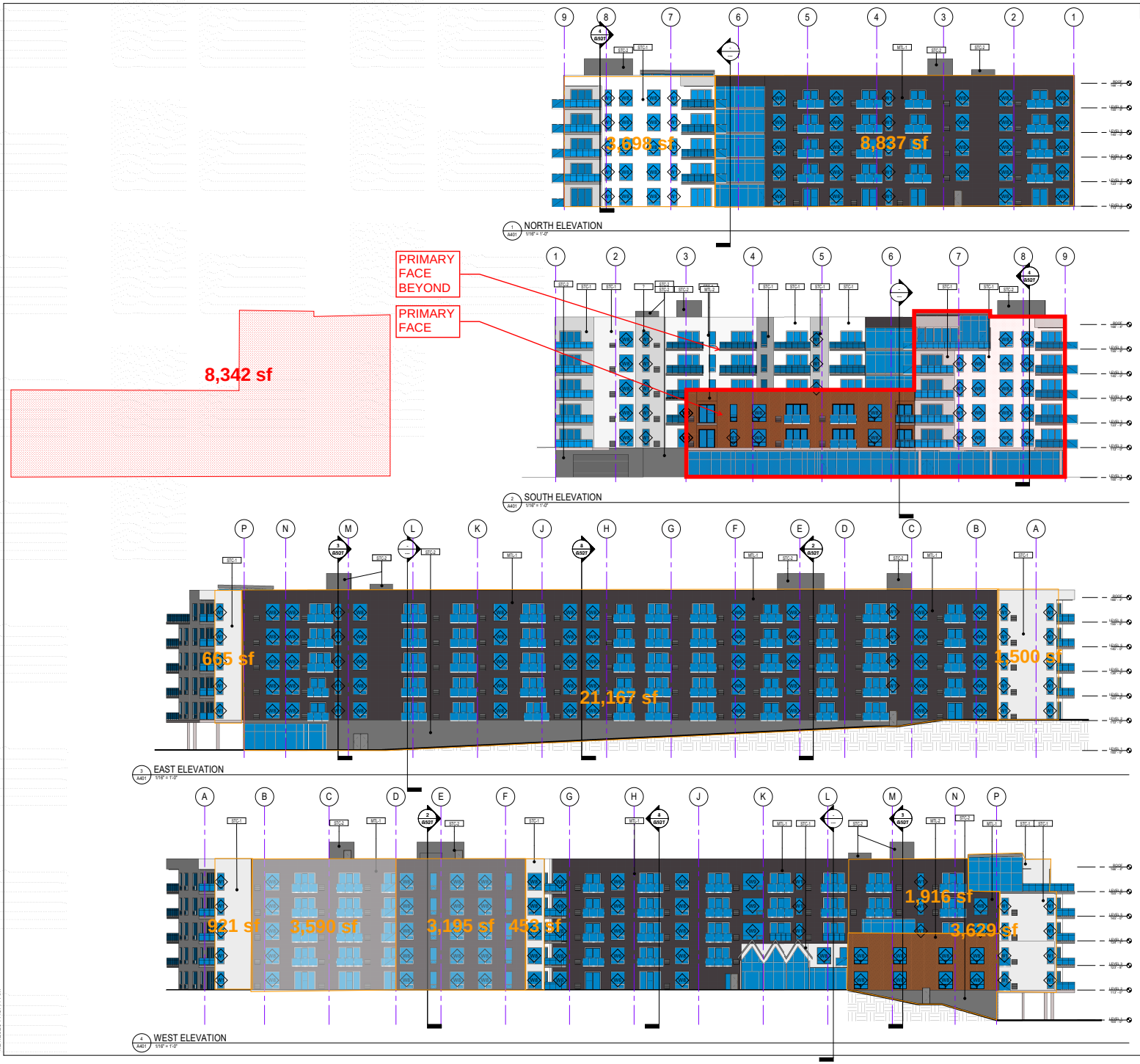
(3) A development with nine percent (9%) of its units qualifying as low income affordable housing may cover up to fifty percent (50%) of qualifying façades with the listed alternative exterior materials.

(b) The alternative exterior material allowances provided in this section are not cumulative. Each qualifying development is eligible for only one alternative construction material allowance of fifty percent (50%), seventy-five percent (75%), or one hundred percent (100%) depending on the level of affordability provided.

Bloomington Zoning Review:

Exterior Materials - primary finish	Glass, exterior cement plaster (stucco), natural stone, brick, architectural concrete (see notes), metal (see notes), or an equivalent or better		Architectural concrete: "excluding tilt-up panel construction unless faced with code compliant material"; Metal: "in accordance with adopted policies and procedures set forth in the adopted resolution"	19.63.08 (C) Exterior Materials and finish > (for HX-R)
Exterior Materials - secondary finish	Up to 15% of the following: wood, metal, exterior insulation finish system (EIFS) or equivalent as approved by issuing authority		The section is written "Up to 15% of the exterior wall surface **of a building elevation** bay be secondary materials..."	19.63.08 (C)(3)

1/27/2020



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EOE

CONSULTANTS

PROJECT TITLE

3700 AMERICAN BOULEVARD EAST

ISSUE #	DATE	DESCRIPTION

CERTIFICATION

NOT FOR CONSTRUCTION

DRAWN BY	Author
CHECKED BY	Checker
COMMISSION NUMBER	2307-01

SHEET TITLE

EXTERIOR ELEVATIONS

SHEET NUMBER

A. 204

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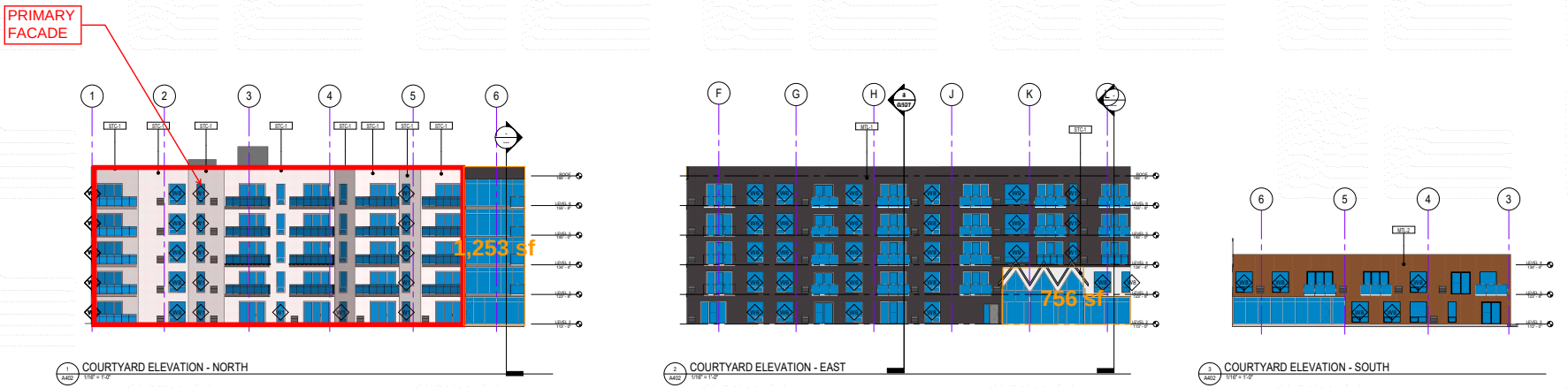
EXTERIOR ELEVATION KEYNOTES



7,707 sf

1,249 sf

9,112 sf

2,497 sf

Preliminary Primary & Alternate Materials Calulations

Elevations	Street Facing	Primary Material	Alternate Material	Not Street Facing	Primary Material	Alternate Material
North	0	0	0	12535	3698	8837
South	8342	8342	0	0	0	0
East	0	0	0	23302	2135	21167
West	0	0	0	13704	5003	8701
Courtyard North	7707	7707	0	1253	1253	0
Courtyard East	0	0	0	9112	756	8356
Courtyard South	0	0	0	2497	2497	0
	16049	**16049**	**0**	**62403**	**15342**	**47061**
		100%	0%		25%	75%
		Should be > 85%	Should be < 15%		Should be > 25%	Should be < 75%

NOTE: These calculations do not factor in glass; glass, a primary material, will increase the primary material percentage and decrease alternate materials

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PROJECT TITLE

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ISSUE #	DATE	DESCRIPTION

CERTIFICATION

NOT FOR CONSTRUCTION

DRAWN BY	Author
CHECKED BY	Checker
COMMISION NUMBER	2307-01

SHEET TITLE

EXTERIOR COURTYARD ELEVATIONS

SHEET NUMBER

A.205

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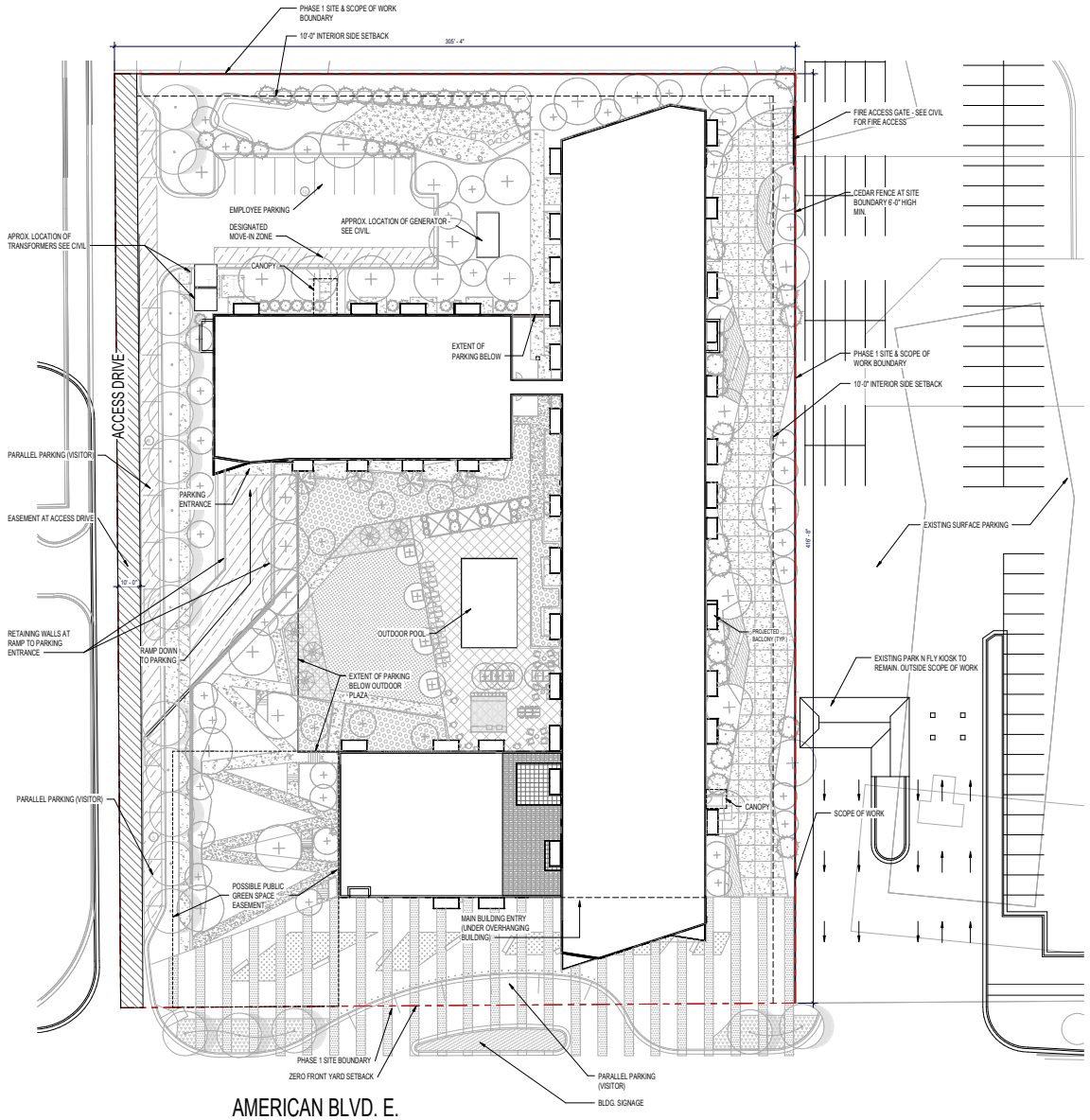

1 A010 ARCHITECTURAL SITE PLAN
3/64" = 1'-0"

SITE PLAN KEYNOTES

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Architecture
Interior Design
Landscape Architecture
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PROJECT TITLE

3700 AMERICAN BOULEVARD EAST

ISSUE #	DATE	DESCRIPTION
	02/12/2020	PRELIMINARY DEVELOPMENT PLAN

CERTIFICATION

NOT FOR CONSTRUCTION

DRAWN BY	Author
CHECKED BY	Checker
COMMISSION NUMBER	2307-01

SHEET TITLE

ARCHITECTURAL SITE PLAN

SHEET NUMBER

A 206

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TRUE NORTH PLAN NORTH

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UNIT MATRIX

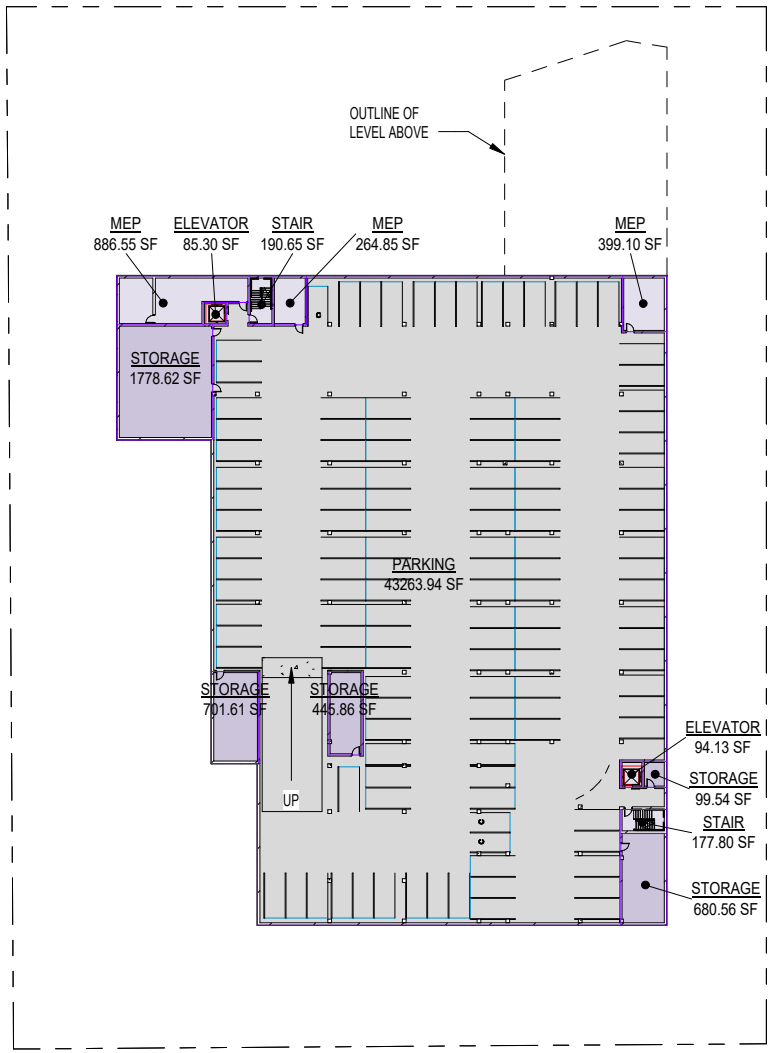
ROSA | AMERICAN BOULEVARD — 2/6/2020

Unit Type	Studio		1 Bedroom		1+ Bedroom		2 Bedroom		3 Bedroom		Total
	ST		1BR		1BR+		2BR		3BR		
Area Target (SF)	550		725		900		1,100		1,325		
Level -1	0		0		0		0		0		0
Level 0 (Plaza)	0		0		0		0		0		0
Level 1 (Pool)	10		15		1		8		2		36
Level 2	13		15		3		8		2		41
Level 3	10		16		1		6		2		35
Level 4	11		16		1		6		2		36
Level 5	11		16		1		6		1		35
Unit Totals	55		78		7		34		9		183
Parking Ratio	1.3	Per unit	1.3	Per unit	1.3	Per unit	1.3	Per unit	1.3	Per unit	
Total Req'd.	72	Stalls	101	Stalls	9	Stalls	44	Stalls	12	Stalls	238
Bed Count	55		78		7		68		27		235
SF by Type	31,615		56,457		6,307		37,792		11,406		143,577
Average (Actual)	575		724		901		1,112		1,267		785
Bed Mix	23.40%		33.19%		2.98%		28.94%		11.49%		100.0%
Actual Unit Mix	30.1%		42.6%		3.8%		18.6%		4.9%		100.0%
Target Unit Mix	15%		45%		10%		25%		5%		100%

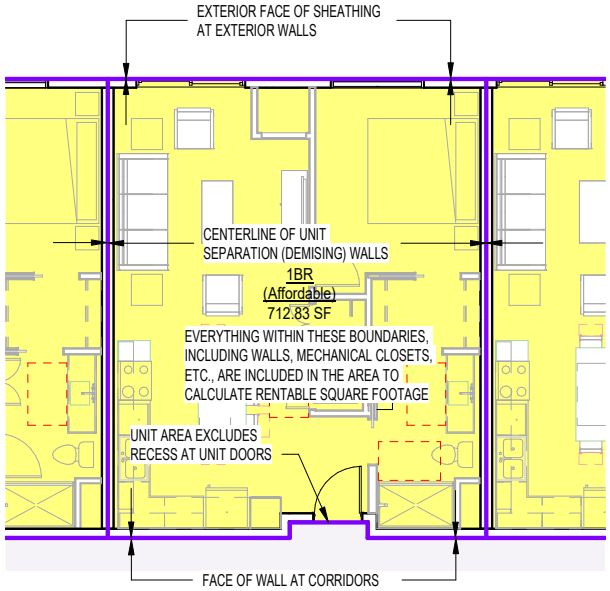
Amenities & Support						
Lobby	Amenity	MEP, Circulation & Services	Storage	Parking Area	Parking Count	
-	-	2,099	3,708	43,264	127	
3,196	3,464	4,759	2,929	40,438	110	
-	3,017	7,369	428	-	-	
-	-	6,391	658	-	-	
-	590	4,571	198	-	-	
-	-	4,576	198	-	-	
-	1,152	4,694	198	-	-	
3,196	8223	34,459	8,317	83,702	237	
				353	Area/space	
				1.30	Parking Ratio	

Tabulations		
Gross Building Area	Net Rentable SF	Efficiency (NRSF / (GROSS BLDG – PARKING))
49,071	-	0.00%
54,786	-	0.00%
39,359	28,545	72.52%
39,359	32,310	82.09%
32,965	27,606	83.74%
32,965	28,191	85.52%
32,965	26,921	81.67%
281,470	143,573	72.6%

127,410	Site Area	2.92 Acres
62.6	Density	= Total units / Acreage
2.33	Lot Coverage	= Site Area / Ground Floor
197,768	Area Toward FAR	= Gross Bldg Area – Parking Area
1.55	FAR	= Area Toward FAR / Site Area

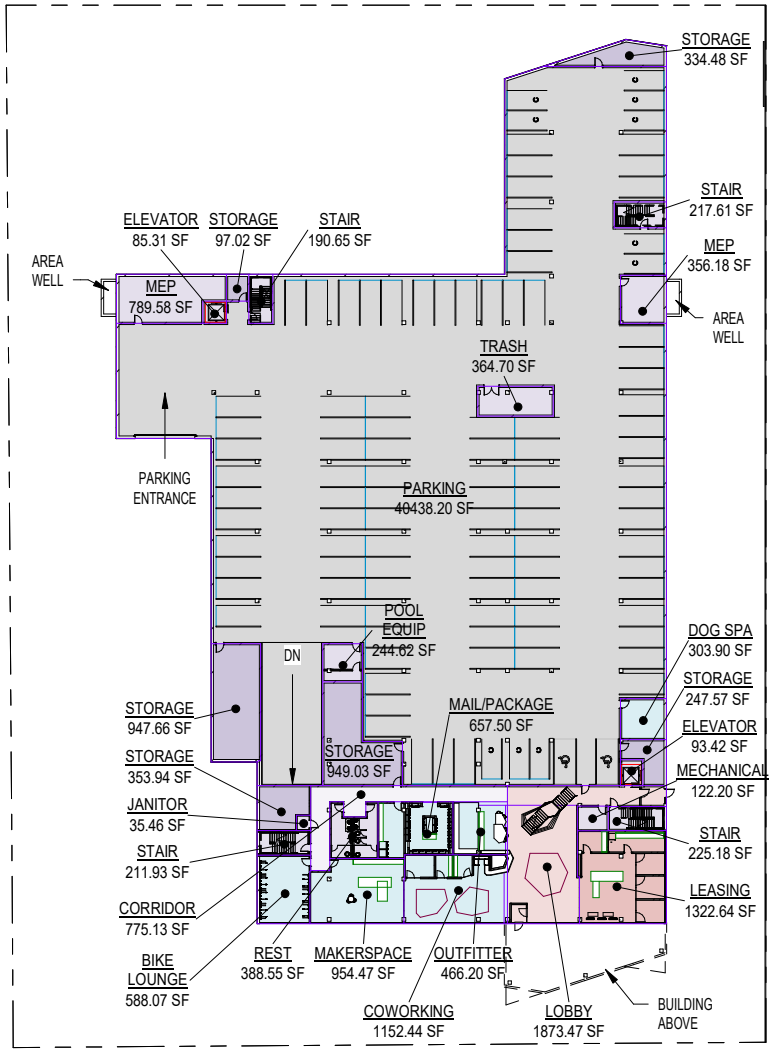


1/100 LEVEL -1
1" = 50'-0"

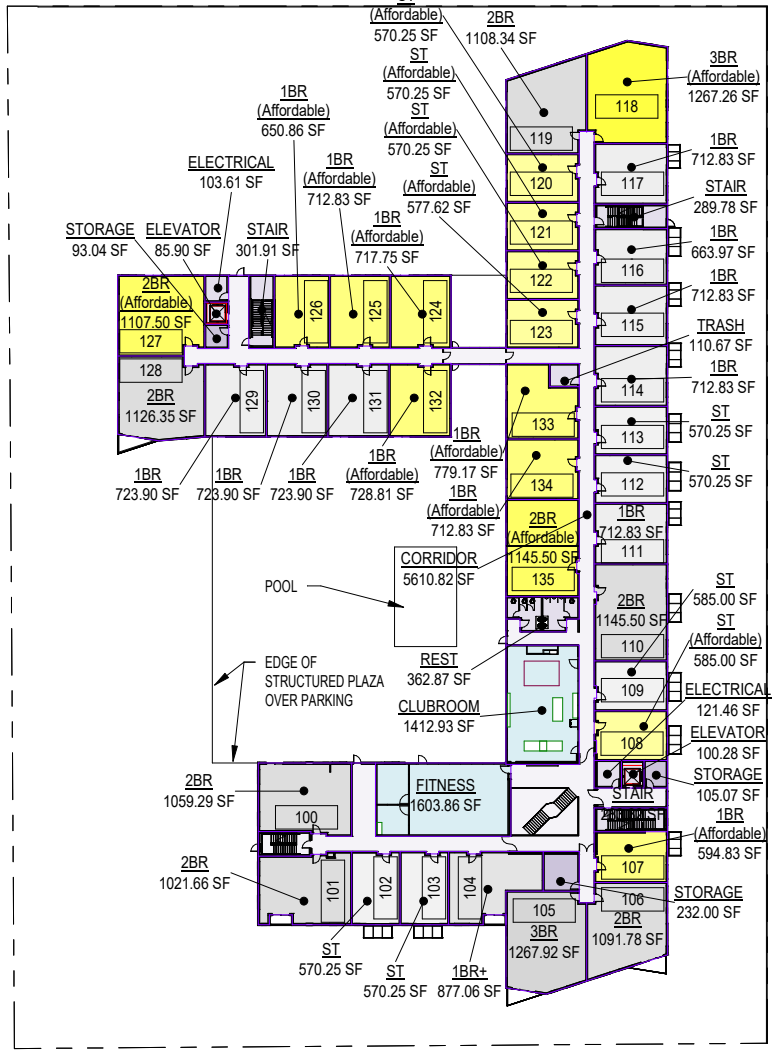


2/100 EXAMPLE OF TYPICAL UNIT AREA CALCULATION
1/8" = 1'-0"

LEVELS 0 & 1



1/101 LEVEL 0 (PLAZA)
1" = 50'-0"



2/101 LEVEL 1 (POOL)
1" = 50'-0"

ROSA
DEVELOPMENT

0' 25' 50' 100' 200'

N

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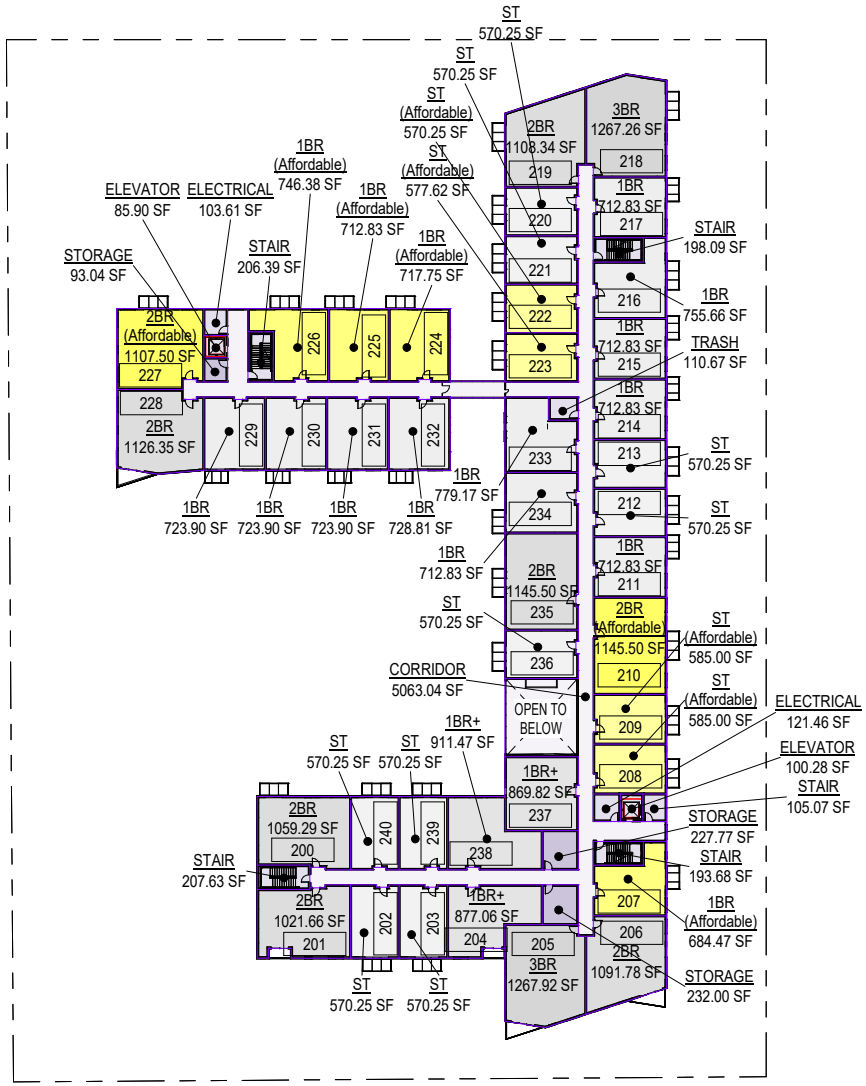
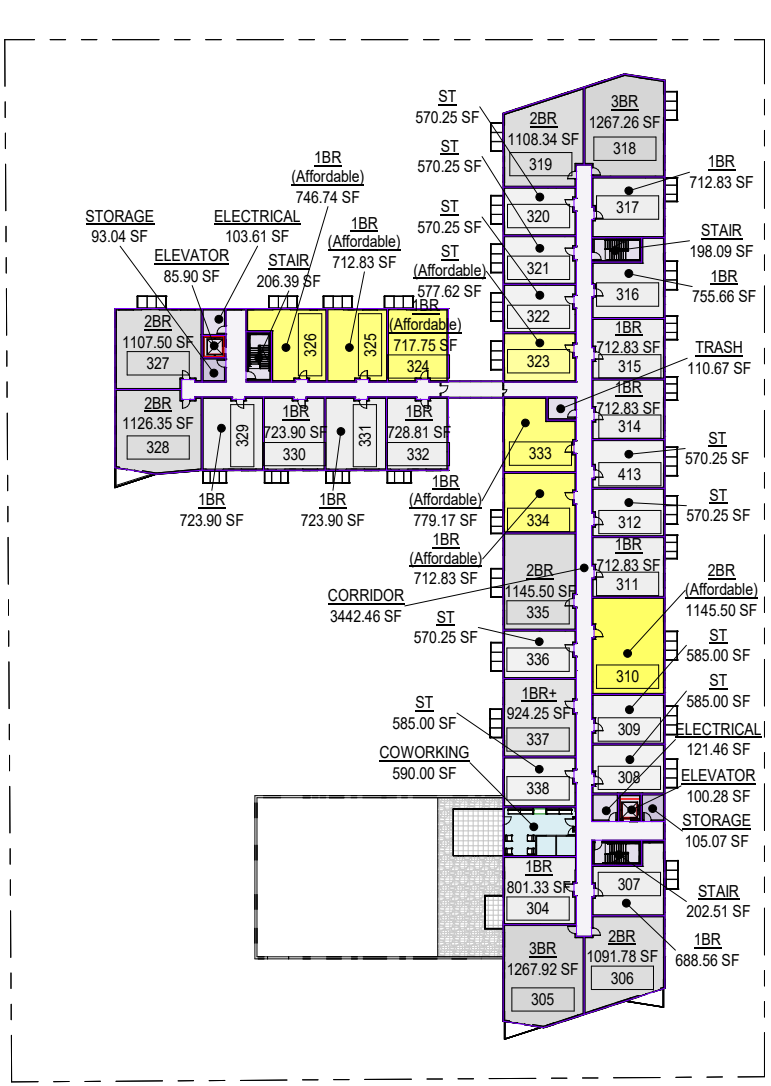
LEVELS 2 & 3



1 / 102 LEVEL 2

1" = 50'-0"



2 / 102 LEVEL 3

1" = 50'-0"

ROSA DEVELOPMENT

0' 25' 50' 100' 200'

N

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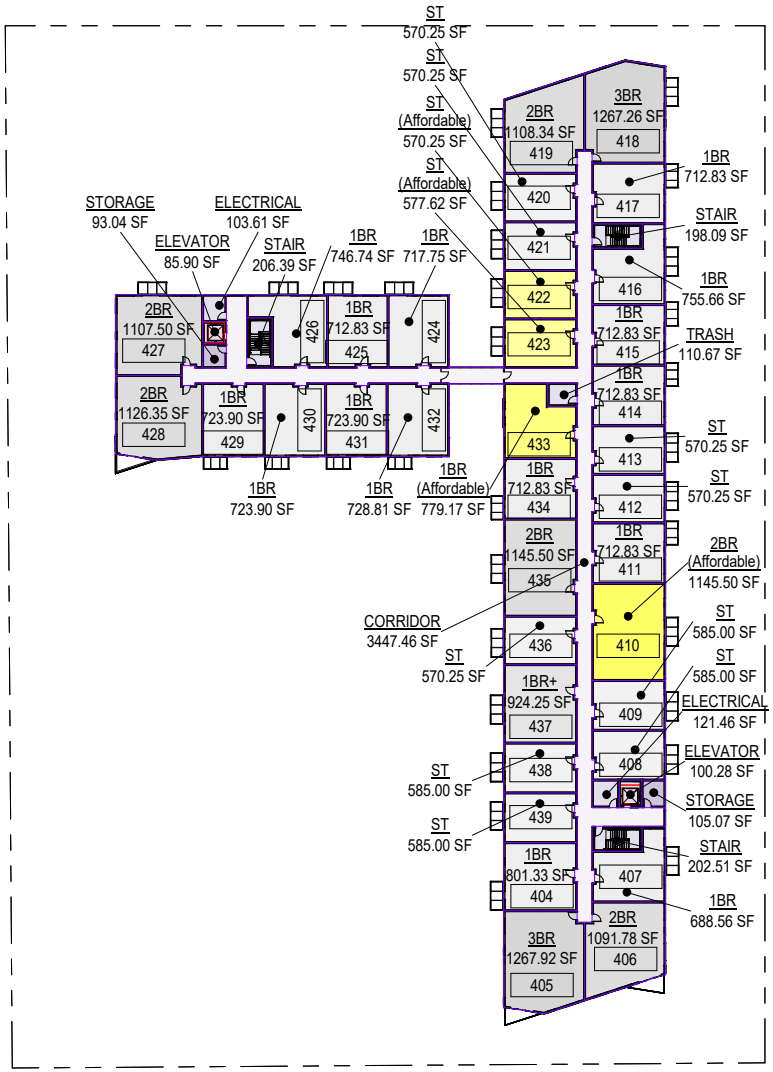
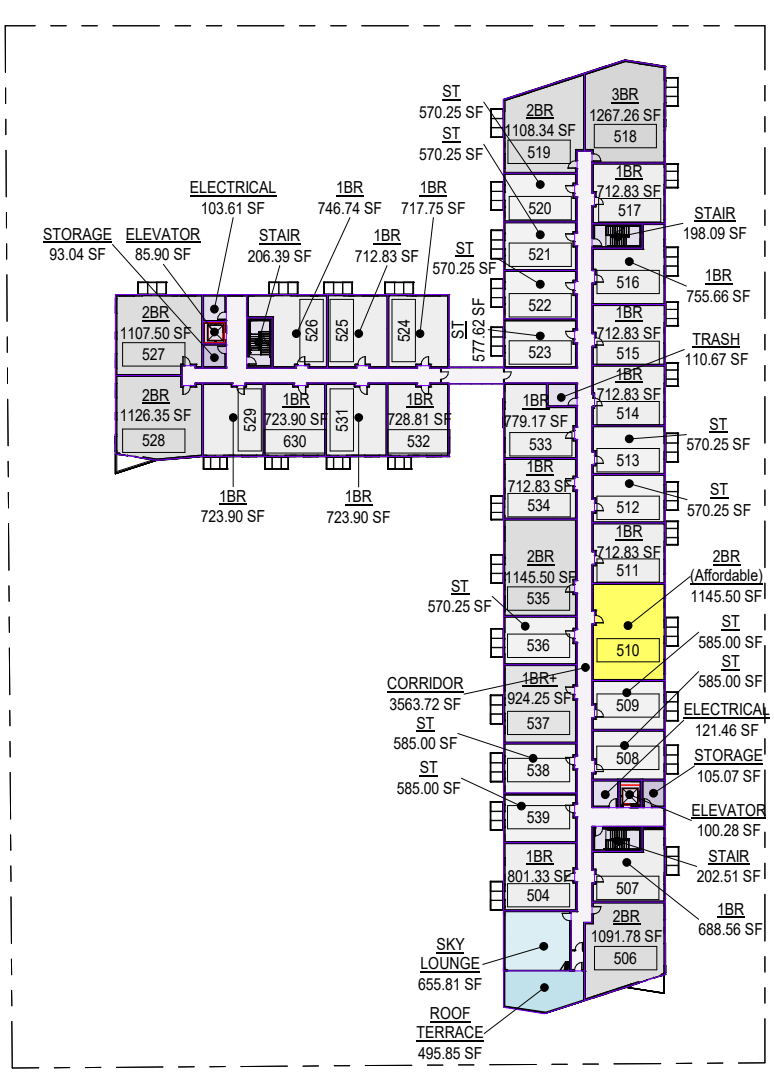
LEVELS 4 & 5



1 103 LEVEL 4

1" = 50'-0"



2 103 LEVEL 5

1" = 50'-0"

ROSA DEVELOPMENT

0' 25' 50' 100' 200'

N

BKV GROUP

AMERICAN BOULEVARD PHASE 1

PRELIMNIARY DEVELOPMENT PLAN, 02/12/2020

3700 AMERICAN BOULEVARD EAST, BLOOMINGTON, MN. 55425

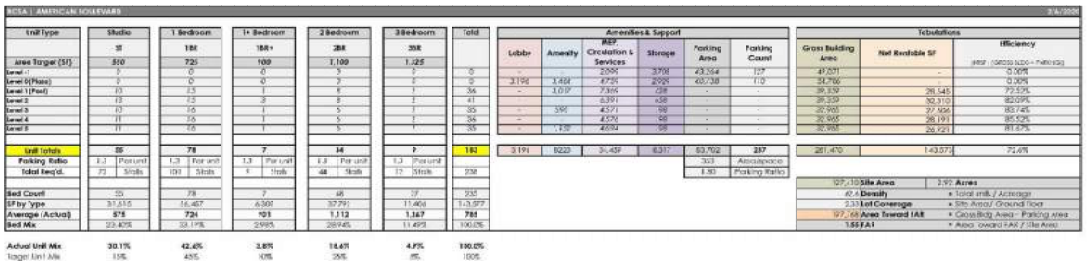
ROSA DEVELOPMENT

RENDERING

PROJECT LOCATION

ZONING
HX-R
FAR 1.5 MIN
MAX. HEIGHT 150'
SET BACKS:
FRONT - 0
REAR - 0
INTERIOR SIDE - 10' MIN
PARKING:
STALL SIZE: OFF STREET - 9'x18'
STALL SIZE: STRUCTURED PARKING - 8.5'x18'
STALL SIZE: COMPACT - 8'x16'
PARKING DRIVE ISLE (STRUCTURED) - 24'
VISITOR PARKING 1 SPACE/20,000 SF
STORAGE: 96 CUBIC FEET PER 2 UNITS WITH DEDICATED BIKE STORAGE

PROJECT SUMMARY (UNIT MATRIX)



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PROJECT TITLE

3700 AMERICAN BOULEVARD EAST

ISSUE #	DATE	DESCRIPTION
	02/12/2020	PRELIMINARY DEVELOPMENT PLAN

CERTIFICATION

NOT FOR CONSTRUCTION

DRAWN BY	JT
CHECKED BY	Checker
COMMISSION NUMBER	2307-01

SHEET TITLE

COVER SHEET

SHEET NUMBER

G100

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Sheet List

SHEET NUMBER	SHEET NAME	ISSUE 01	ISSUE 02	ISSUE 03	ISSUE 04	ISSUE 05	ISSUE 06	ISSUE 07	ISSUE 08	ISSUE 09	ISSUE 10
GENERAL											
G100	COVER SHEET	X	X	X							
G101	SHEET INDEX / RENDERINGS	X	X	X							
CIVIL											
C100	GENERAL NOTES			X							
C200	DEMO PLAN	X		X							
C300	EROSION AND SEDIMENT CONTROL PLAN - PHASE 1	X		X							
C301	EROSION AND SEDIMENT CONTROL PLAN - PHASE 2	X		X							
C302	EROSION AND SEDIMENT CONTROL DETAILS			X							
C400	SITE PLAN	X		X							
C401	SITE DETAILS			X							
C500	GRADING PLAN	X	X	X							
C501	STORM SEWER PLAN			X							
C600	UTILITY PLAN	X	X	X							
C601	UTILITY DETAILS			X							
C602	UTILITY DETAILS			X							
LANDSCAPE											
L100	ENTRY PLAZA ENLARGED LANDSCAPE PLANS	X	X	X							
L150	ENLARGED LANDSCAPE PLANS	X	X	X							
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A000	MASTER SITE PLAN	X		X							
A010	ARCHITECTURAL SITE PLAN	X	X	X							
A099	LEVEL P1 - OVERALL FLOOR PLAN	X	X	X							
A100	LEVEL C - OVERALL FLOOR PLAN	X	X	X							
A101	LEVEL 1 OVERALL FLOOR PLAN	X	X	X							
A102	LEVEL 2 OVERALL FLOOR PLAN	X	X	X							
A103	LEVEL 3 OVERALL FLOOR PLAN	X	X	X							
A104	LEVEL 4 OVERALL FLOOR PLAN	X	X	X							
A105	LEVEL 5 OVERALL FLOOR PLAN	X	X	X							
A106	OVERALL ROOF PLAN	X	X	X							
A201	ENLARGED UNIT PLANS		X	X							
A202	ENLARGED UNIT PLANS			X							
A203	ENLARGED UNIT PLANS			X							
A401	EXTERIOR ELEVATIONS	X	X	X							
A402	EXTERIOR COURTYARD ELEVATIONS	X	X	X							
A501	BUILDING SECTIONS	X	X	X							
A601	WINDOW, DOOR, AND BALCONY TYPES	X	X	X							
ELECTRICAL											
E011	ELECTRICAL SITE PLAN W/ PHOTOMETRICS		X	X							

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PROJECT TITLE

3700 AMERICAN BOULEVARD EAST

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COMMISSION NUMBER	2307-01

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SHEET INDEX / RENDERINGS

SHEET NUMBER

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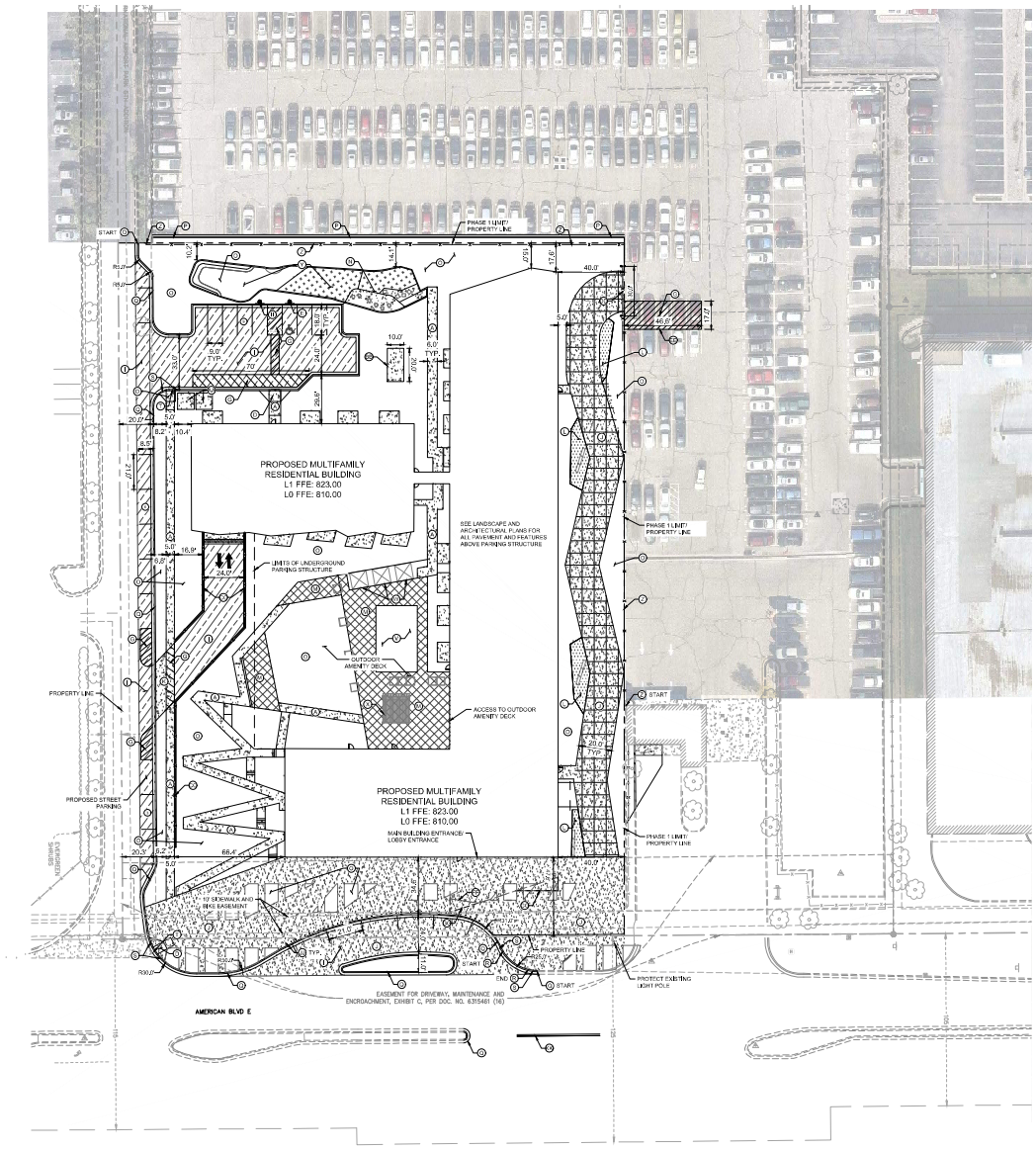

LEGEND

- PROPERTY LINE
- PROPOSED FENCE
- RETAINING WALL
- PROPOSED CURB AND GUTTER
- PROPOSED STANDARD DUTY ASPHALT
- PROPOSED HEAVY DUTY ASPHALT
- PROPOSED DECORATIVE CONCRETE PAVEMENT, SEE LANDSCAPE PLANS
- PROPOSED CONCRETE SIDEWALK
- PERMEABLE UNIT PAVING, SEE LANDSCAPE PLANS
- PEDESTAL PAVERS, SEE LANDSCAPE PLANS
- PEA GRAVEL, SEE LANDSCAPE PLANS
- LANDSCAPE AREA, SEE LANDSCAPE PLANS

PROPERTY SUMMARY	
3700 AMERICAN BLVD	
TOTAL PROPERTY AREA	127,410 SF (2.92 AC)
PROPOSED IMPERVIOUS AREA	2.21 AC
PROPOSED PERVIOUS AREA	0.87 AC
TOTAL DISTURBED AREA	3.08 AC
ZONING SUMMARY	
EXISTING ZONING	HR-X (HIGH INTENSITY MIXED USE WITH RESIDENTIAL)
PROPOSED ZONING	HR-X (HIGH INTENSITY MIXED USE WITH RESIDENTIAL)
PARKING SETBACKS	STREET ROW = 20' NON-STREET ROW = 5'
BUILDING SETBACKS	FRONT = NA SIDE = 0' REAR = 0'

BUILDING DATA SUMMARY	
AREAS	
PROPOSED PROPERTY	2.92 AC
BUILDING AREA	31,700 SF (30.7% OF TOTAL PROPERTY AREA)
PARKING	
REQUIRED PARKING	1.47 SPACES PER UNIT

KEYNOTE LEGEND

- (A) CONCRETE SIDEWALK
- (B) EXISTING FIRE BOLLARD
- (C) MATCH EXISTING EDGE OF PAVEMENT/ CURB & GUTTER
- (D) ACCESSIBLE CURB RAMP
- (E) ACCESSIBLE PARKING SIGN
- (F) ACCESSIBLE PARKING
- (G) AREA STRIPED WITH 4" SYGL @ 45° 2' O.C.
- (H) -NOT USED-
- (I) HEAVY DUTY ASPHALT PAVEMENT
- (J) DECORATIVE CONCRETE PAVEMENT, SEE LANDSCAPE PLANS
- (K) STANDARD CONCRETE PAVEMENT
- (L) PERMEABLE UNIT PAVING, SEE LANDSCAPE PLANS
- (M) PEDESTAL PAVERS, SEE LANDSCAPE PLANS
- (N) PEA GRAVEL, SEE LANDSCAPE PLANS
- (O) LANDSCAPE AREA, SEE LANDSCAPE PLANS
- (P) B612 CURB & GUTTER (TYP.)
- (Q) B618 CURB & GUTTER (TYP.)
- (R) B412 CURB & GUTTER (TYP.)
- (S) TRANSITION CURB
- (T) FLAT CURB
- (U) COMMERCIAL DRIVEWAY APRON
- (V) POOL, BY OTHERS
- (W) CABANAS, BY OTHERS
- (X) PERGOLA, BY OTHERS
- (Y) DOG RUN AREA, SEE ARCHITECTURAL PLANS
- (Z) SECURITY FENCE, SEE ARCHITECTURAL PLANS
- (AA) 10' X 10' CONCRETE TRANSFORMER PAD, SEE MEP PLANS
- (BB) 20' X 10' CONCRETE GENERATOR PAD, SEE MEP PLANS
- (CC) RETAINING WALL, WITH 42" DECORATIVE METAL FENCE, (SEE ARCHITECTURAL PLANS) , DESIGNED BY OTHERS
- (DD) ELECTRONIC CANTILEVER SECURITY GATE, SEE ARCHITECTURAL PLANS
- (EE) NO PARKING AREA
- (FF) APPROXIMATE LIMIT OF BUILDING OVERHANG
- (GG) APPROXIMATE LIMIT OF BALCONY OVERHANG
- (HH) BUILDING COLUMN
- (II) "LOADING AREA" SIGNAGE, BY OTHERS
- (JJ) BOLLARDS, SEE LANDSCAPE PLANS
- (KK) PAVEMENT STRIPING

SITE PLAN NOTES

1. ALL WORK AND MATERIALS SHALL COMPLY WITH ALL CITY/COUNTY REGULATIONS AND CODES AND OSHA, ANSI STANDARDS.
2. CONTRACTOR SHALL REFER TO THE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF VESTIBULES, SLOPE PAVING, SIDEWALKS, EXIT PORCHES, TRUCK DOCKS, FRECZE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY ENTRANCE LOCATIONS.
3. ALL INNER CURBED RADII ARE TO BE 3' AND OUTER CURBED RADII ARE TO BE 10' UNLESS OTHERWISE NOTED, STRIPED RADII ARE TO BE 0'.
4. ALL DIMENSIONS AND RADII ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
5. EXISTING STRUCTURES WITHIN CONSTRUCTION LIMITS ARE TO BE ABANDONED, REMOVED OR RELOCATED AS NECESSARY. ALL COST SHALL BE INCLUDED IN BASE BID.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RELOCATIONS, (UNLESS OTHERWISE NOTED ON PLANS) INCLUDING BUT NOT LIMITED TO, ALL UTILITIES, STORM DRAINAGE, SIGNS, TRAFFIC SIGNALS & POLES, ETC, AS REQUIRED. ALL WORK SHALL BE IN ACCORDANCE WITH GOVERNING AUTHORITIES REQUIREMENTS AND PROJECT SITE WORK SPECIFICATIONS AND SHALL BE APPROVED BY SUCH. ALL COST SHALL BE INCLUDED IN BASE BID.
7. SITE BOUNDARY, TOPOGRAPHY, UTILITY AND ROAD INFORMATION TAKEN FROM A SURVEY BY SAMBATEK, INC., DATED 03/06/2019.

   KIMLEY-HORN ASSUMES NO LIABILITY FOR ANY ERRORS, INACCURACIES, OR OMISSIONS CONTAINED THEREIN.
8. TOTAL LAND AREA IS 2.92ACRES.
9. CONTRACTOR SHALL REFERENCE ARCH / MEP PLANS FOR SITE LIGHTING AND ELECTRICAL PLAN.
10. REFERENCE ARCHITECTURAL PLANS FOR DUMPSTER ENCLOSURE DETAILS.
11. REFER TO FINAL PLAT OR ALTA SURVEY FOR EXACT LOT AND PROPERTY BOUNDARY DIMENSIONS.
12. ALL AREAS ARE ROUNDED TO THE NEAREST SQUARE FOOT.
13. ALL DIMENSIONS ARE ROUNDED TO THE NEAREST TENTH FOOT.
14. ALL PARKING STALLS TO BE 9'IN WIDTH AND 18' IN LENGTH UNLESS OTHERWISE INDICATED.

TRUE NORTH PLAN NORTH

GRAPHIC SCALE IN FEET
0 15 30 60

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PROJECT TITLE

3700 AMERICAN BLVD

ISSUE #	DATE	DESCRIPTION
	02/12/2020	DRC REVIEW

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CERTIFICATION

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

WILLIAM D. MATTEK, P.E.
NAME
DATE: _____ LIC. NO. _____

DRAWN BY	LEC
CHECKED BY	WDC
COMMISSION NUMBER	160116000

SHEET TITLE

SITE PLAN

SHEET NUMBER

C400

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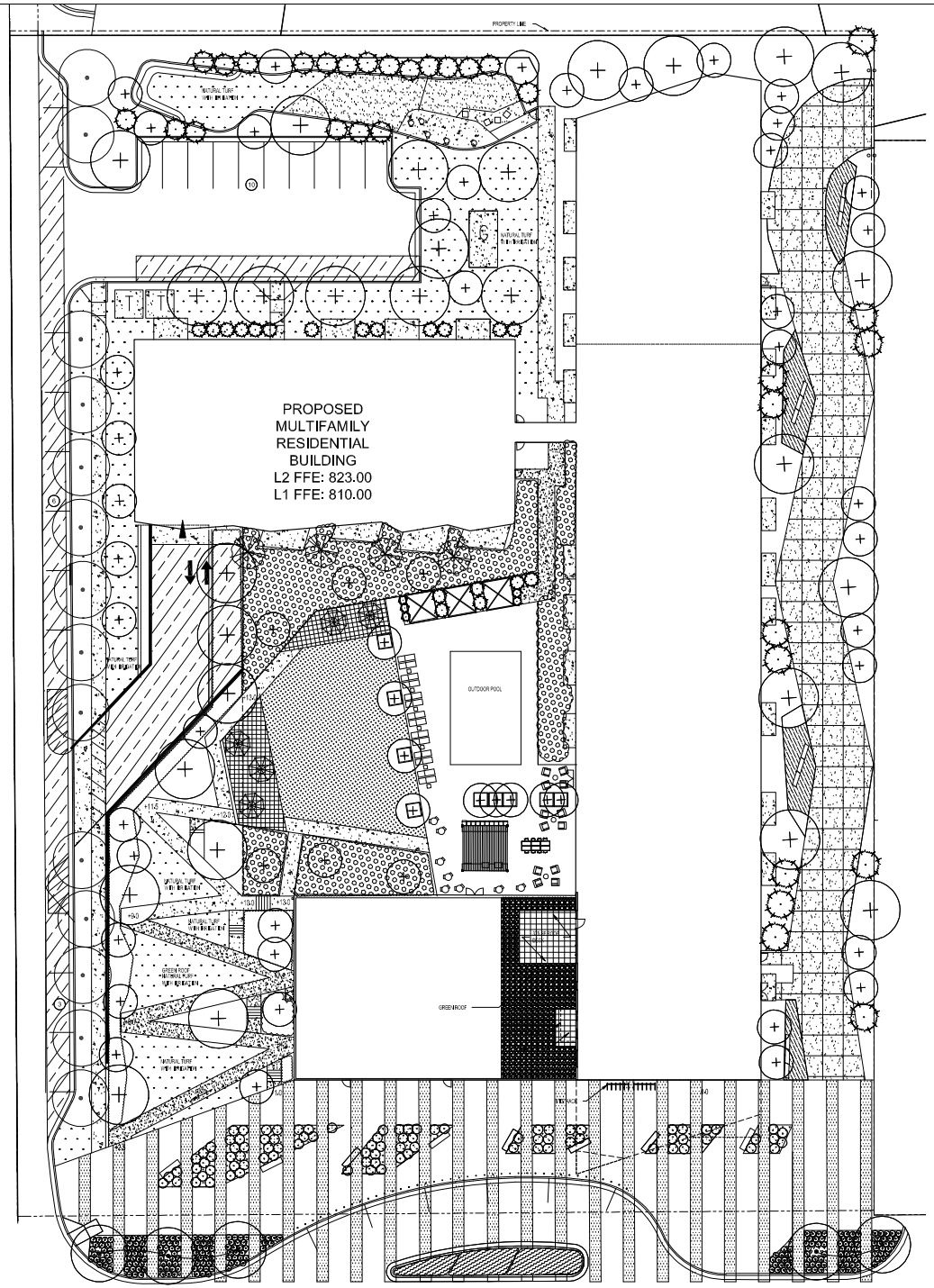

LANDSCAPE MASTER PLAN

SCALE:1/16"=1'-0"

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LANDSCAPE PLAN

SHEET NUMBER

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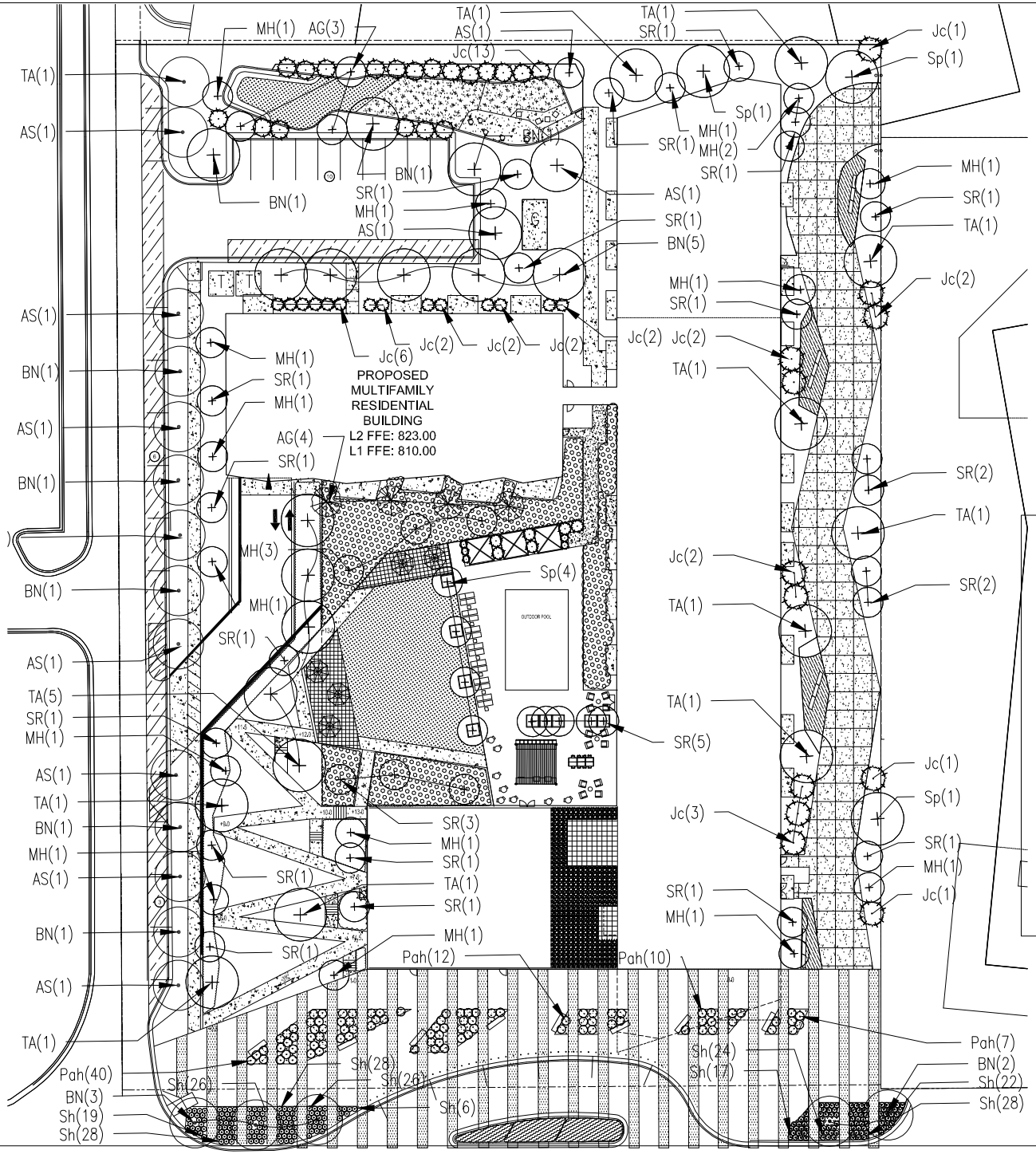

PLANT SCHEDULE

KEY	QTY	COMMON NAME	BOTANICAL NAME	SIZE	DESCRIPTION
Deciduous Canopy Trees					
BN	18	RIVER CLUMP BIRCH	Betula nigra	2.5" b&b	H:60'-70' W:50'
AS	11	FALL FIESTA SUGAR MAPLE	Acer saccharum 'Bailsta'	2.5" b&b	H:60' W:40'-50'
TA	15	AMERICAN SENTRY LINDEN	Tilia americana 'Sentry'	2.5" b&b	H:40'-45' W:25'-30'
Deciduous Ornamental Trees					
AG	8	AUTUMN BRILLIANCE SERVICEBERRY	Amelanchir x grandiflora 'Autumn Brilliance'	1.5" b&b	H:20'-25' W:20'-25'
MH	20	HARVEST GOLD CRABAPPLE	Malus 'Hargozam'	1.5" b&b	H:20'-25' W:20'
SR	23	IVORY SILK JAPANESE TREE LILAC	Syringa reticulata	1.5" b&b	H:15'-25' W:15'-20'
Evergreen Shrubs					
Jc	45	ALPINE CARPET JUNIPER	Juniperus communis 'Mondap'	#5 count	H:1' W:3'
Deciduous Shrubs					
Sp	30	KOREAN LILAC	Syringa pubescens subsp. patula	#5 count	H:6-10' W:5'-6'
Sh	204	PRAIRIE DROPSEED	Sporobolus heterolepis	#5 count	H:2' W:2'
Pa	91	DWARF FOUNTAIN GRASS	Pennisetum alopecuroiepis 'Hameln'	#5 count	H:2' W:2'

Native Prairie Seed Mix-By Minnesota Native Landscape Or Equal
UPLAND DRY PRAIRIE MIX-SHORT

TREES TOTAL= 95
SHRUBS TOTAL= 370

LANDSCAPE PLANTING PLAN

SCALE: 1/16"=1'-0"

TRUE NORTH PLAN NORTH

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	02/12/2020	PRELIMINARY DEVELOPMENT PLAN

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COMMISSION NUMBER	2307.01

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PLANTING PLAN

SHEET NUMBER

L101

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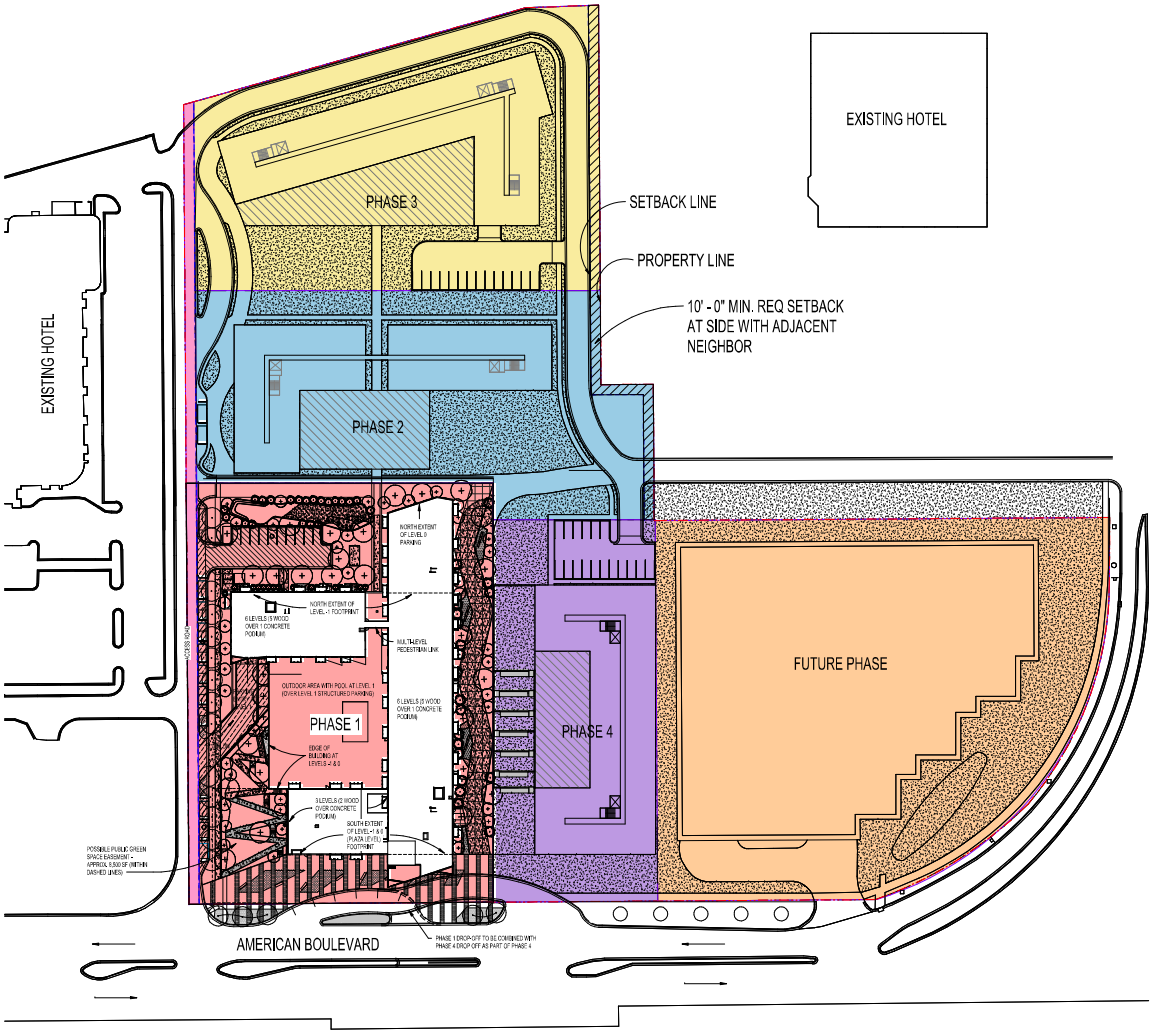


A000 MASTER SITE PLAN
1" = 50'-0"

PHASE 1

PROPOSED USE: MULTI-FAMILY (USE IS DEPENDENT ON MARKET CONDITIONS. REVISIONS TO THE PRELIMINARY DEVELOPMENT PLAN SHOULD BE EXPECTED.)
OF FLOORS: 6
BUILDING AREA TOWARD FAR: 197,768 SF
STRUCTURED PARKING
FAR: 1.55 (SITE AREA: 127,410 SF)

PHASE 2

PROPOSED USE: MULTI-FAMILY (USE IS DEPENDENT ON MARKET CONDITIONS. REVISIONS TO THE PRELIMINARY DEVELOPMENT PLAN SHOULD BE EXPECTED.)
OF FLOORS: 6
BUILDING AREA TOWARD FAR: 142,746 SF
STRUCTURED PARKING
FAR: 1.6 (SITE AREA: 89,551 SF)

PHASE 3

PROPOSED USE: HOTEL (USE IS DEPENDENT ON MARKET CONDITIONS. REVISIONS TO THE PRELIMINARY DEVELOPMENT PLAN SHOULD BE EXPECTED.)
OF FLOORS: 6
BUILDING AREA TOWARD FAR: 160,338 SF
STRUCTURED PARKING
FAR: 1.6 (SITE AREA: 99,566 SF)

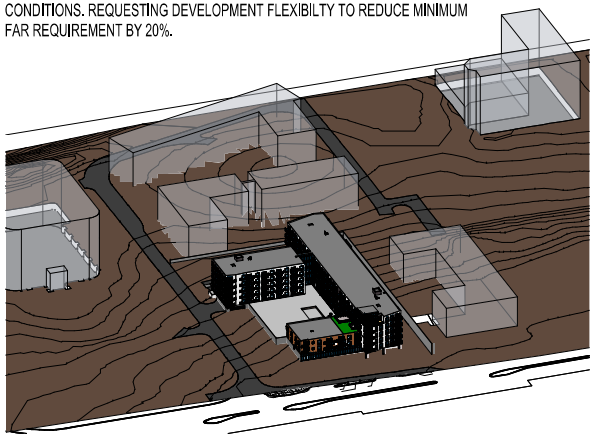
PHASE 4

PROPOSED USE: MULTI-FAMILY (USE IS DEPENDENT ON MARKET CONDITIONS. REVISIONS TO THE PRELIMINARY DEVELOPMENT PLAN SHOULD BE EXPECTED.)
OF FLOORS: 6
BUILDING AREA TOWARD FAR: 144,156 SF
STRUCTURED PARKING
FAR: 2.3 (SITE AREA: 61,597 SF)

TOTAL PHASES 1-4
BUILDING AREA TOWARD FAR: 645,008 SF
FAR: 1.7 (SITE AREA: 378,124 SF)

TOTAL PHASES 1-4 PLUS "FUTURE PHASE"
BUILDING AREA TOWARD FAR: 645,008 SF
FUTURE PHASE SITE AREA: 152,388 SF
FAR: 1.2 (TOTAL SITE AREA: 530,512)

NOTE: ALL PROPOSED USES SUBJECT TO CHANGE BASED ON FUTURE MARKET CONDITIONS. REQUESTING DEVELOPMENT FLEXIBILTY TO REDUCE MINIMUM FAR REQUIREMENT BY 20%.



2 A000 3D VIEW

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3700 & 3750 AMERICAN BOULEVARD EAST

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SHEET TITLE

MASTER SITE PLAN

SHEET NUMBER

A000

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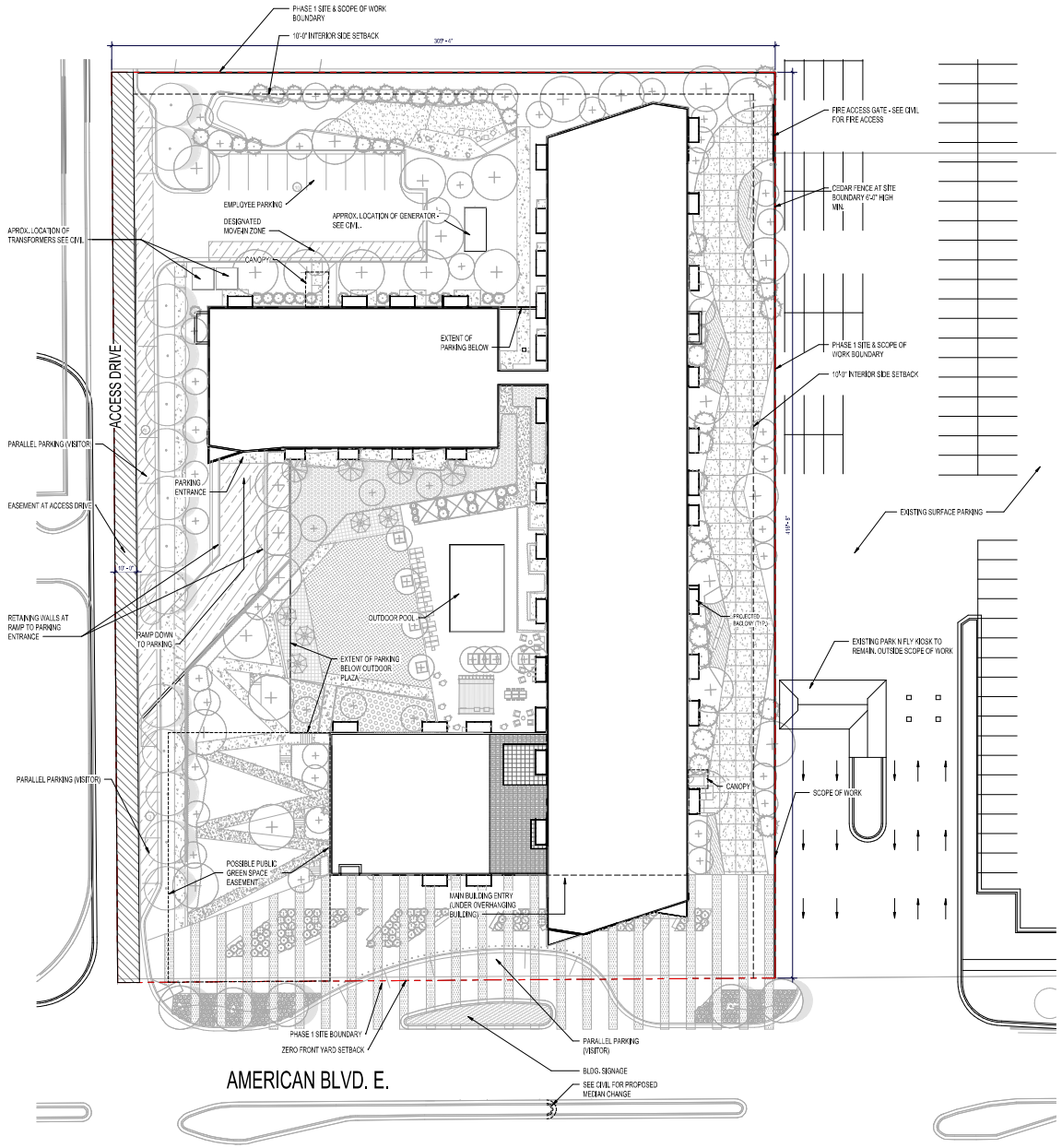

1 ARCHITECTURAL SITE PLAN
A010 3/64" = 1'-0"

SITE PLAN KEYNOTES

BKV GROUP
Architecture
Interior Design
Landscape Architecture
Engineering

Bourman
Kroos
Vogel
Group
Inc

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CONSULTANTS

kimbleco
RELEVANT. RESULTS. REAL ESTATE.
CELEBRATING 5 YEARS

Kimley»Horn

PROJECT TITLE

3700 AMERICAN BOULEVARD EAST

ISSUE #	DATE	DESCRIPTION
	02/12/2020	PRELIMINARY DEVELOPMENT PLAN

CERTIFICATION

NOT FOR CONSTRUCTION

DRAWN BY	Author
CHECKED BY	Checker
COMMISSION NUMBER	2307-01

SHEET TITLE

ARCHITECTURAL SITE PLAN

SHEET NUMBER

A010

TRUE NORTH PLAN NORTH

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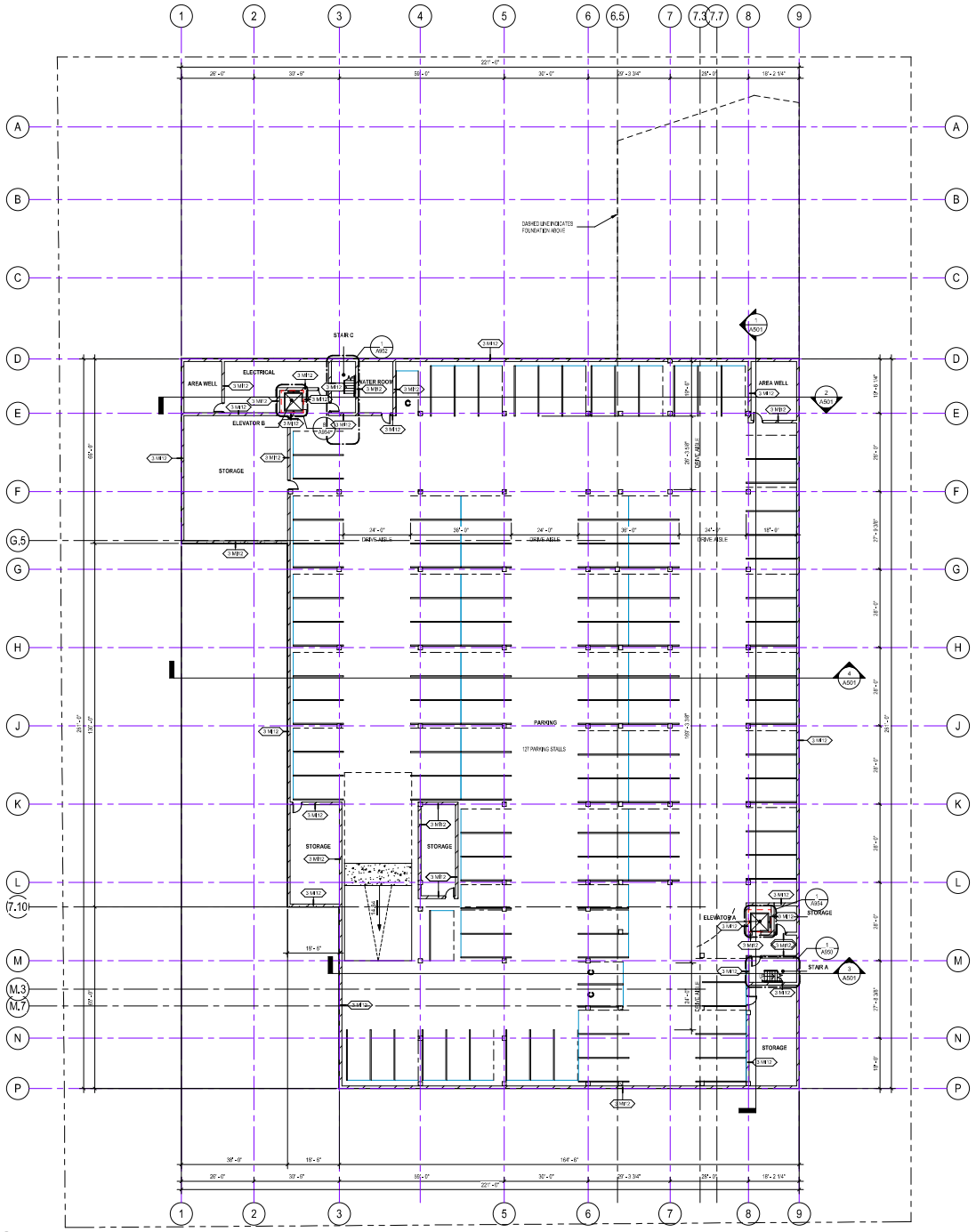

1 A099 LEVEL - 1
1/16" = 1'-0"

ARCHITECTURAL KEYNOTES

GENERAL NOTES FLOOR PLAN

1. DO NOT SCALE DRAWINGS.
2. DO NOT PAINT FRAME / DOOR OF ALL ELECTRICAL PANEL BOXES UNLESS NOTED OTHERWISE - SEE MATERIAL LIST IN SPECIFICATIONS FOR FT COLOR.
3. SEE CODE PLAN / FLOOR PLANS FOR FE AND FE CAB LOCATIONS.

DIMENSIONING / LAYOUT NOTES

1. SITE ELEVATION 890.0' CORRESPONDS TO FIRST LEVEL FLOOR ELEVATION (ELEVATION OF 100'-0").
2. DIMENSIONS ARE TAKEN TO: (UNLESS NOTED OTHERWISE)
   - THE CENTER LINE OF STUD AT INTERIOR WALLS
   - THE FACE OF GYPSUM BOARD AT CORRIDOR WALLS (GRID AT CORRIDOR SIDE)
   - THE CENTERLINE OF UNIT SEPARATION WALLS (GRID AT CENTERLINE)
   - THE OUTSIDE FACE OF SHEATHING AT EXTERIOR WALLS WITH SIDING OR MASONRY VENEER, FACE OF MASONRY AT STRUCTURAL MASONRY EXTERIOR WALLS.
3. VERIFY ALL GRADES WITH CIVIL DRAWINGS.
4. REFER TO A600 SERIES (DOORS AND WINDOWS) FOR OPENING INFORMATION.

GENERAL CONSTRUCTION NOTES

1. FIREBLOCK COMBUSTIBLE CONCEALED WALL SPACES INCLUDING FURRED WALLS 10'-0" VERTICALLY & HORIZONTALLY PER 2015 MN IBC SECTION 718.2.2.
2. BLOCKING AND FASTENING REQUIREMENTS OF WALL ASSEMBLY LISTED NUMBER MAY VARY FROM STRUCTURAL DRAWINGS AND SPECIFICATIONS, WALLS TO BE CONSTRUCTED TO MEET THE MORE RESTRICTIVE REQUIREMENT. SEE STRUCTURAL DRAWINGS FOR ADDITIONAL INFORMATION.
3. CONTRACTOR TO OBTAIN TESTED ASSEMBLIES NOTED FOR REQUIRED GYPSUM BOARD ORIENTATION, MUNTINS/SCREW, TAPING MUD, BLOCKING, ETC., ETC. TO PROVIDE TEST NUMBER WITH FIRE RATINGS. STC & IIC (STC & IIC - 50 MINUT UNITS) FOR PROPRIETARY SUBSTITUTION OF WALL ASSEMBLIES, FLOOR-CEILING ASSEMBLIES, ROOF-CEILING ASSEMBLIES, AND OTHERS.
4. ALL SHAFT WALLS TO CONTINUOUSLY EXTEND TO UNDERSIDE OF DECK.
5. ALL STAIR & ELEVATOR ENCLOSURES TO CONTINUOUSLY EXTEND TO UNDERSIDE OF DECK. DO NOT PENETRATE STAIR & ELEVATOR FIRE RATING MEMBRANE / PROTECTION UNLESS SERVING STAIR & ELEVATOR ENCLOSURE.
6. FINISH FLOOR ELEVATION CHANGE AT DOORS & FLOORING MATERIAL NOT TO EXCEED 1/2" U.N.O.
7. ALL DOOR OPENINGS IN COMMON AREAS TO BE 32" CLR., MIN. WITH DOOR IN OPEN POSITION.
8. COMMON AREA DOOR CLEARANCES & APPROACHES PER 2015 MN ACCESSIBILITY CODE SECTION 404.
9. DO NOT SCALE DRAWINGS.
10. SEE DETAILS ON SHEETS A604 AND A602 FOR FIRE PROTECTION OF STEEL COLUMNS AND BEAMS.
11. SEE CODE SUMMARY ON SHEET G120 FOR CONSTRUCTION TYPE AND ALLOWABLE BUILDING MATERIAL.
12. PROVIDE BLOCKING/BACKER SUPPORT FOR WALL AND CEILING MOUNTED HARDWARE, EQUIPMENT, AND ACCESSORIES.
13. REMOVE DEBRIS AND CLEAN ALL AREA RECEIVING SEALANTS FOR MAXIMUM ADHESION / PERFORMANCE.
14. SEE 2015 MN IBC SECTION 603 FOR ALLOWABLE COMBUSTIBLE MATERIALS IN TYPE I CONSTRUCTION (LEVEL P1).

GENERAL WALL TYPE NOTES

1. REFER TO THE STRUCTURAL DRAWING FOR LOCATIONS AND SPECIAL REQUIREMENTS FOR STUD SPACING ON ALL BEARING WALL ASSEMBLIES.
2. REFER TO STRUCTURAL DRAWINGS FOR SHEAR AND BEARING WALLS.
3. REFER TO STRUCTURAL DRAWINGS FOR CONCRETE AND MASONRY WALL REINFORCING.
4. REFER TO GENERAL NOTES ON STRUCTURAL DRAWINGS FOR PANEL FASTENING AND BLOCKING REQUIREMENTS FOR CORRIDOR AND UNIT SEPARATION WALLS.
5. ALL ASSEMBLY RATINGS LISTED ARE ACHIEVABLE RATINGS. REFER TO CODE SUMMARY AND CODE PLANS FOR RATED WALL LOCATIONS.
6. WOOD IN CONTACT WITH CONCRETE TO BE TREATED WOOD (PPT).
7. USE MOISTURE RESISTANT GYP. BD. AT BATHROOMS AND TOILET ROOMS.
8. PROVIDE ADDITIONAL LAYER OF MOISTURE RESISTANT GYP. BD. TO CONCEAL TUB FLANGE WHERE OCCURS.
9. EXTERIOR WALL ASSEMBLIES SHALL BE AIRTIGHT. HAIRLINE CRACKS AND SMALL HOLES ARE NOT ALLOWED.
10. PROVIDE CONTINUOUS BLOCKING IN UNIT BATHROOMS FOR GRAB BARS AND ACCESSIBLE FIXTURE MOUNTINGS, SEE SHEET G140.
11. RECESSED WALL FIXTURES SUCH AS OUTLETS AND OTHER ITEMS WHICH PERFORATE THE GYPSUM BOARD SURFACES SHALL NOT BE LOCATED BACK TO BACK IN THE SAME WALL CAVITY, SEE DETAIL 12/A604.
12. ANY OPENING CUT IN GYPSUM BOARD FOR INSTALLATION OF PENETRATING FIXTURES SHALL BE CUT CAREFULLY TO SIZE AND CAULKED AT UNIT SEPARATION WALLS. INSULATE BACKSIDE OF RECEPTABLES AND PROVIDE INTUMESCENT WRAP (PUTTY PACKS) AROUND RECEPTACLES AND OTHER ELECTRICAL BOXES. COORDINATE WITH ELECTRICAL, SEE DETAIL 12/A604.
13. AT UNIT SEPARATION WALLS, INSULATE BACKSIDE OF RECEPTACLES AND PROVIDE INTUMESCENT WRAP (PUTTY PACKS) AROUND RECEPTACLES AND OTHER ELECTRICAL BOXES. COORDINATE WITH ELECTRICAL, SEE DETAIL 12/A604.
14. PROVIDE SEALED JOINTS ON EXTERIOR MOISTURE CONTROL MEMBRANE AT OUTSIDE OF SHEATHING BEFORE FINISH MATERIAL IS APPLIED.
15. COORDINATE USE OF MATERIAL WHEN GYP. BD. IS EXPOSED TO WEATHER DURING CONSTRUCTION (EXAMPLE: ELEVATOR AND STAIR SHAFTS).
16. INSULATE GAPS AT FRAMING BETWEEN EXTERIOR WINDOWS, DOORS, AND OTHER RELATED ITEMS. SEE MANUFACTURER'S RECOMMENDATION FOR TYPE OF INSULATION (FOAM OR BATT) TO BE USED.
17. SEE 2015 MN IBC SECTION 705 AND TABLE 602 FIRE RATING REQUIREMENTS FOR EXTERIOR WALL EXPOSURE.
18. USE NON-COMBUSTIBLE FRAMING/FURRING AT LEVEL P1. COMBUSTIBLE MATERIALS PERMITTED PER 2015 MN IBC SECTION 603.

WALL TYPE NOTES

1. REFER TO A600 SERIES (CONSTRUCTION ASSEMBLIES) FOR WALL TYPES.
2. REFER TO A200 SERIES (UNIT PLANS) FOR UNIT WALL TYPES.
3. TYPICAL WALL TYPES ARE AS FOLLOWS:
   - FOR UNIT SEPARATION WALLS: WALL TYPE = Q SERIES (UNLESS NOTED OTHERWISE)
   - FOR CORRIDOR WALLS: WALL TYPE = L SERIES (UNLESS NOTED OTHERWISE)
   - FOR ELEVATOR / STAIR WALLS: WALL TYPE = Q SERIES (UNLESS NOTED OTHERWISE)
   - FOR NON-BEARING INTERIOR UNIT WALLS: WALL TYPE = W SERIES
   - FOR INTERIOR WALLS AT PARKING LEVEL: WALL TYPE = M SERIES

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LEVEL P1 - OVERALL FLOOR PLAN

SHEET NUMBER

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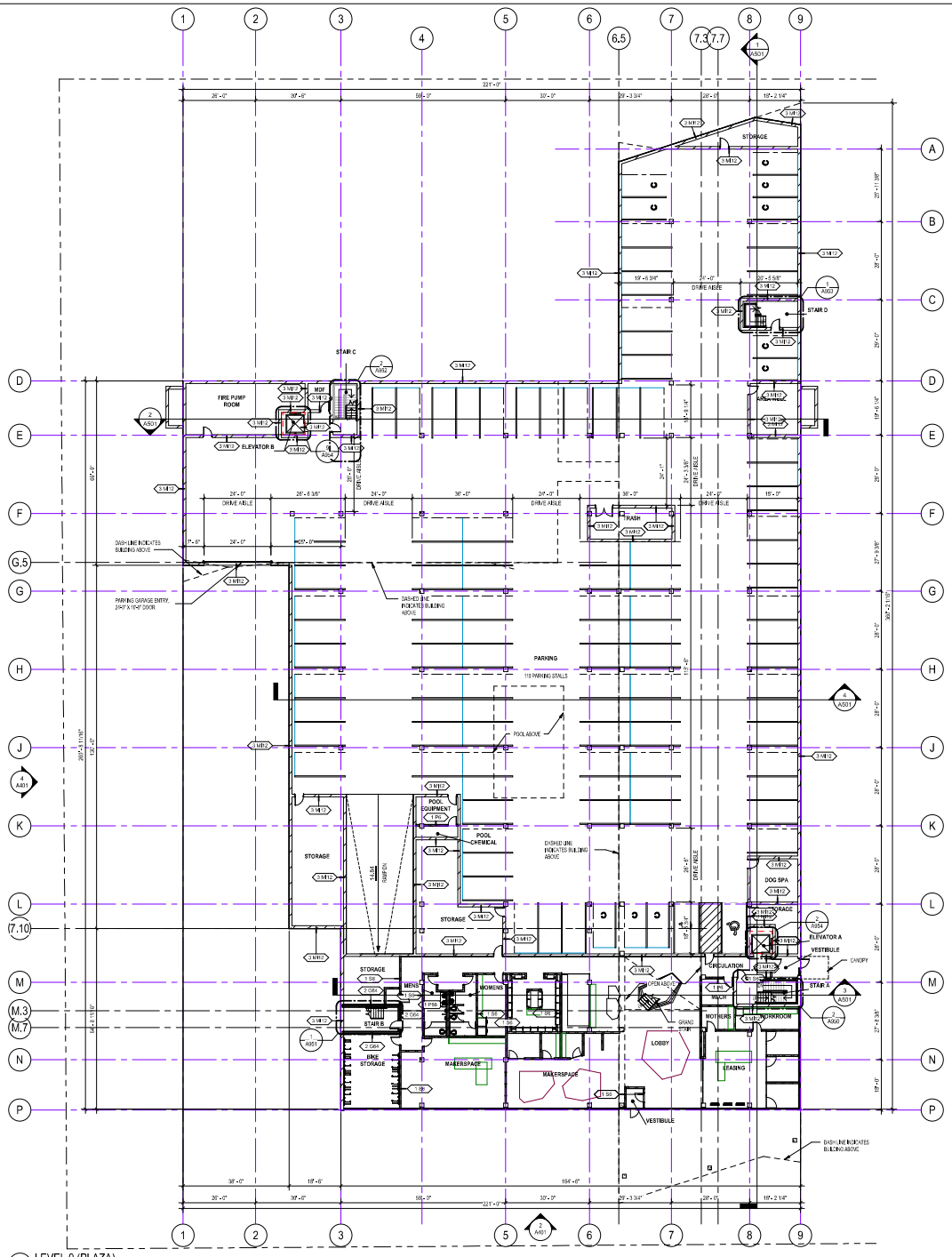

1 LEVEL 0 (PLAZA)
1/16" = 1'-0"

ARCHITECTURAL KEYNOTES

GENERAL NOTES FLOOR PLAN

1. DO NOT SCALE DRAWINGS.
2. DO NOT PAINT FRAME / DOOR OF ALL ELECTRICAL PANEL BOXES UNLESS NOTED OTHERWISE - SEE MATERIAL LIST IN SPECIFICATIONS FOR P1 COLOR.
3. SEE CODE PLAN / FLOOR PLANS FOR TE AND TE CAB LOCATIONS.

DIMENSIONING / LAYOUT NOTES

1. SITE ELEVATION 890.0' CORRESPONDS TO "FIRST LEVEL FLOOR ELEVATION (ELEVATION OF 100'-0").
2. DIMENSIONS ARE TAKEN TO: (UNLESS NOTED OTHERWISE)
   - THE CENTER LINE OF STUD AT INTERIOR WALLS
   - THE FACE OF GYPSUM BOARD AT CORRIDOR WALLS (GRID AT CORRIDOR SIDE)
   - THE CENTERLINE OF UNIT SEPARATION WALLS (GRID AT CENTERLINE)
   - THE OUTSIDE FACE OF SHEATHING AT EXTERIOR WALLS WITH SIDING OR MASONRY VENEER, FACE OF MASONRY AT STRUCTURAL MASONRY EXTERIOR WALLS.
3. VERIFY ALL GRADES WITH CIVIL DRAWINGS.
4. REFER TO A900 SERIES (DOORS AND WINDOWS) FOR OPENING INFORMATION.

GENERAL CONSTRUCTION NOTES

1. FIREBLOCK COMBUSTIBLE CONCEALED WALL SPACES INCLUDING FURRED WALLS 10'-0" VERTICALLY & HORIZONTALLY PER 2015 MN IBC SECTION 718.2.2.
2. BLOCKING AND FASTENING REQUIREMENTS OF WALL ASSEMBLY LISTED NUMBER MAY VARY FROM STRUCTURAL DRAWINGS AND SPECIFICATIONS, WALLS TO BE CONSTRUCTED TO MEET THE MORE RESTRICTIVE REQUIREMENT. SEE STRUCTURAL DRAWINGS FOR ADDITIONAL INFORMATION.
3. CONTRACTOR TO OBTAIN TESTED ASSEMBLIES NOTED FOR REQUIRED GYPSUM BOARD ORIENTATION, NAILING/SCREW, TAPING, MUD, BLOCKING, ETC., ETC., TO PROVIDE TEST NUMBER WITH FIRE RATINGS. STC-3 IIC (STC & IIC = 50 MINUT UNITS) FOR PROPRIETARY SUBSTITUTION OF WALL ASSEMBLIES, FLOOR-CEILING ASSEMBLIES, ROOF-CEILING ASSEMBLIES, AND OTHERS.
4. ALL SHAFT WALLS TO CONTINUOUSLY EXTEND TO UNDERSIDE OF DECK.
5. ALL STAIR & ELEVATOR ENCLOSURES TO CONTINUOUSLY EXTEND TO UNDERSIDE OF DECK. DO NOT PENETRATE STAIR & ELEVATOR FIRE RATING MEMBRANE PROTECTION UNLESS SERVING STAIR & ELEVATOR ENCLOSURE.
6. FINISH FLOOR ELEVATION CHANGE AT DOORS & FLOORING MATERIAL NOT TO EXCEED 1/2" (U.N.O.)
7. ALL DOOR OPENINGS IN COMMON AREAS TO BE 32" CLR. MIN. WITH DOOR IN OPEN POSITION.
8. COMMON AREA DOOR CLEARANCES & APPROACHES PER 2015 MN ACCESSIBILITY CODE SECTION 404.
9. DO NOT SCALE DRAWINGS.
10. SEE DETAILS ON SHEETS A604 AND A602 FOR FIRE PROTECTION OF STEEL COLUMNS AND BEAMS.
11. SEE CODE SUMMARY ON SHEET G120 FOR CONSTRUCTION TYPE AND ALLOWABLE BUILDING MATERIAL.
12. PROVIDE BLOCKING/BACKER SUPPORT FOR WALL AND CEILING MOUNTED HARDWARE, EQUIPMENT, AND ACCESSORIES.
13. REMOVE DEBRIS AND CLEAN ALL AREA RECEIVING SEALANTS FOR MAXIMUM ADHESION / PERFORMANCE.
14. SEE 2015 MN IBC SECTION 603 FOR ALLOWABLE COMBUSTIBLE MATERIALS IN TYPE I CONSTRUCTION (LEVEL P1).

GENERAL WALL TYPE NOTES

1. REFER TO THE STRUCTURAL DRAWING FOR LOCATIONS AND SPECIAL REQUIREMENTS FOR STUD SPACING ON ALL BEARING WALL ASSEMBLIES.
2. REFER TO STRUCTURAL DRAWINGS FOR SHEAR and BEARING WALLS.
3. REFER TO STRUCTURAL DRAWINGS FOR CONCRETE AND MASONRY WALL REINFORCING.
4. REFER TO GENERAL NOTES ON STRUCTURAL DRAWINGS FOR PANEL FASTENING AND BLOCKING REQUIREMENTS FOR CORRIDOR AND UNIT SEPARATION WALLS.
5. ALL ASSEMBLY RATINGS LISTED ARE ACHEIVABLE RATINGS. REFER TO CODE SUMMARY AND CODE PLANS FOR RATED WALL LOCATIONS.
6. WOOD IN CONTACT WITH CONCRETE TO BE TREATED WOOD (PPT).
7. USE MOISTURE RESISTANT GYP. BD. AT BATHROOMS AND TOILET ROOMS.
8. PROVIDE ADDITIONAL LAYER OF MOISTURE RESISTANT GYP. BD. TO CONCEAL TUB FLANGE WHERE OCCURS.
9. EXTERIOR WALL ASSEMBLIES SHALL BE AIRTIGHT. HAIRLINE CRACKS AND SMALL HOLES ARE NOT ALLOWED.
10. PROVIDE CONTINUOUS BLOCKING IN UNIT BATHROOMS FOR GRAB BARS AND ACCESSIBLE FIXTURE MOUNTINGS, SEE SHEET G140.
11. RECESSED WALL FIXTURES SUCH AS OUTLETS AND OTHER ITEMS WHICH PERFORATE THE GYPSUM BOARD SURFACES SHALL NOT BE LOCATED BACK TO BACK IN THE SAME WALL CAVITY, SEE DETAIL 12/A604.
12. ANY OPENING CUT IN GYPSUM BOARD FOR INSTALLATION OF PENETRATING FIXTURES SHALL BE CUT CAREFULLY TO SIZE AND CAULKED AT UNIT SEPARATION WALLS. INSULATE BACKSIDE OF RECEPTABLES AND PROVIDE INTUMESCENT WRAP (PUTTY PACKS) AROUND RECEPTACLES AND OTHER ELECTRICAL BOXES. COORDINATE WITH ELECTRICAL, SEE DETAIL 12/A604.
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15. COORDINATE USE OF MATERIAL WHEN GYP. BD. IS EXPOSED TO WEATHER DURING CONSTRUCTION (EXAMPLE: ELEVATOR AND STAIR SHAFTS).
16. INSULATE GAPS AT FRAMING BETWEEN EXTERIOR WINDOWS, DOORS, AND OTHER RELATED ITEMS. SEE MANUFACTURER'S RECOMMENDATION FOR TYPE OF INSULATION (FOAM OR BATT) TO BE USED.
17. SEE 2015 MN IBC SECTION 705 AND TABLE 602 FIRE RATING REQUIREMENTS FOR EXTERIOR WALL EXPOSURE.
18. USE NON-COMBUSTIBLE FRAMING/FURRING AT LEVEL P1. COMBUSTIBLE MATERIALS PERMITTED PER 2015 MN IBC SECTION 603.

WALL TYPE NOTES

1. REFER TO A600 SERIES (CONSTRUCTION ASSEMBLIES) FOR WALL TYPES.
2. REFER TO A200 SERIES (UNIT PLANS) FOR UNIT WALL TYPES.
3. TYPICAL WALL TYPES ARE AS FOLLOWS:
   - FOR UNIT SEPARATION WALLS: WALL TYPE = Q SERIES (UNLESS NOTED OTHERWISE)
   - FOR CORRIDOR WALLS: WALL TYPE = L SERIES (UNLESS NOTED OTHERWISE)
   - FOR ELEVATOR / STAIR WALLS: WALL TYPE = C SERIES (UNLESS NOTED OTHERWISE)
   - FOR NON-BEARING INTERIOR UNIT WALLS: WALL TYPE = W SERIES
   - FOR INTERIOR WALLS AT PARKING LEVEL: WALL TYPE = M SERIES

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LEVEL 0 - OVERALL FLOOR PLAN

SHEET NUMBER

A100

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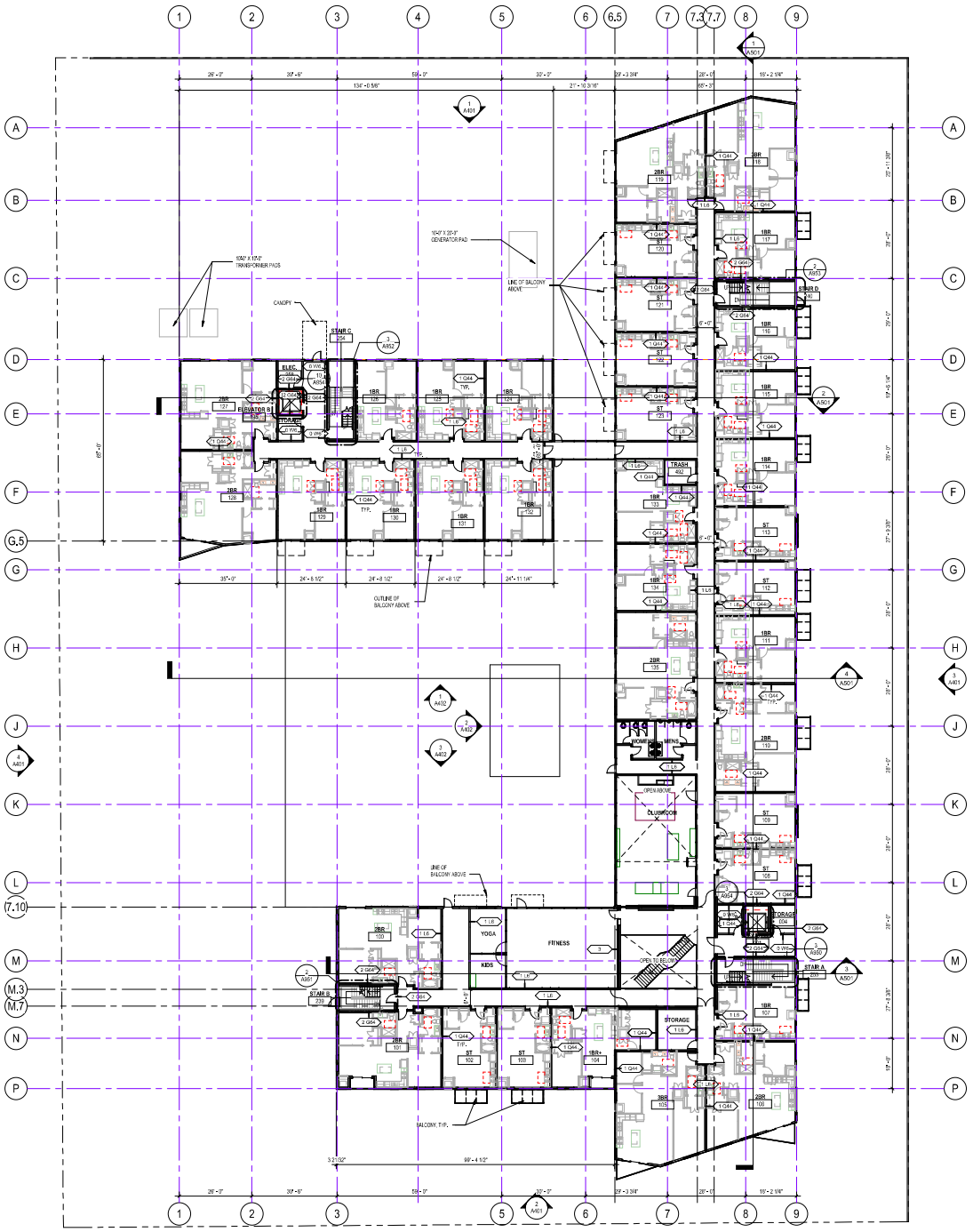

1 LEVEL 1 (POOL)
1/16" = 1'-0"

ARCHITECTURAL KEYNOTES

GENERAL NOTES FLOOR PLAN

1. DO NOT SCALE DRAWINGS.
2. DO NOT PAINT FRAME / DOOR OF ALL ELECTRICAL PANEL BOXES UNLESS NOTED OTHERWISE - SEE MATERIAL LIST IN SPECIFICATIONS FOR PT COLOR.
3. SEE CODE PLAN / FLOOR PLANS FOR FE AND FE CAB LOCATIONS.

DIMENSIONING / LAYOUT NOTES

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7. ALL DOOR OPENINGS IN COMMON AREAS TO BE 32" CLR. MIN. WITH DOOR IN OPEN POSITION.
8. COMMON AREA DOOR CLEARANCES & APPROACHES PER 2015 MN ACCESSIBILITY CODE SECTION 404.
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4. REFER TO GENERAL NOTES ON STRUCTURAL DRAWINGS FOR PANEL FASTENING AND BLOCKING REQUIREMENTS FOR CORRIDOR AND UNIT SEPARATION WALLS.
5. ALL ASSEMBLY RATINGS LISTED ARE ACHEVABLE RATINGS. REFER TO CODE SUMMARY AND CODE PLANS FOR RATED WALL LOCATIONS.
6. WOOD IN CONTACT WITH CONCRETE TO BE TREATED WOOD (PPT).
7. USE MOISTURE RESISTANT GYP. BD. AT BATHROOMS AND TOILET ROOMS.
8. PROVIDE ADDITIONAL LAYER OF MOISTURE RESISTANT GYP. BD. TO CONCEAL TUB FLANGE WHERE OCCURS.
9. EXTERIOR WALL ASSEMBLIES SHALL BE AIRTIGHT. HAIRLINE CRACKS AND SMALL HOLES ARE NOT ALLOWED.
10. PROVIDE CONTINUOUS BLOCKING IN UNIT BATHROOMS FOR GRAB BARS AND ACCESSIBLE FIXTURE MOUNTINGS, SEE SHEET G140.
11. RECESSED WALL FIXTURES SUCH AS OUTLETS AND OTHER ITEMS WHICH PERFORATE THE GYPSUM BOARD SURFACES SHALL NOT BE LOCATED BACK TO BACK IN THE SAME WALL CAVITY, SEE DETAIL 12/A602.
12. ANY OPENING CUT IN GYPSUM BOARD FOR INSTALLATION OF PENETRATING FIXTURES SHALL BE CUT CAREFULLY TO SIZE AND CAULKED AT UNIT SEPARATION WALLS. INSULATE BACKSIDE OF RECEPTABLES AND PROVIDE INTUMESCENT WRAP (PUTTY PACKS) AROUND RECEPTACLES AND OTHER ELECTRICAL BOXES. COORDINATE WITH ELECTRICAL, SEE DETAIL 12/A604.
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WALL TYPE NOTES

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   - FOR UNIT SEPARATION WALLS: WALL TYPE = Q SERIES (UNLESS NOTED OTHERWISE)
   - FOR CORRIDOR WALLS: WALL TYPE = L SERIES (UNLESS NOTED OTHERWISE)
   - FOR ELEVATOR / STAIR WALLS: WALL TYPE = G SERIES (UNLESS NOTED OTHERWISE)
   - FOR NON-BEARING INTERIOR UNIT WALLS: WALL TYPE = W SERIES
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SHEET TITLE

LEVEL 1 OVERALL FLOOR PLAN

SHEET NUMBER

A101

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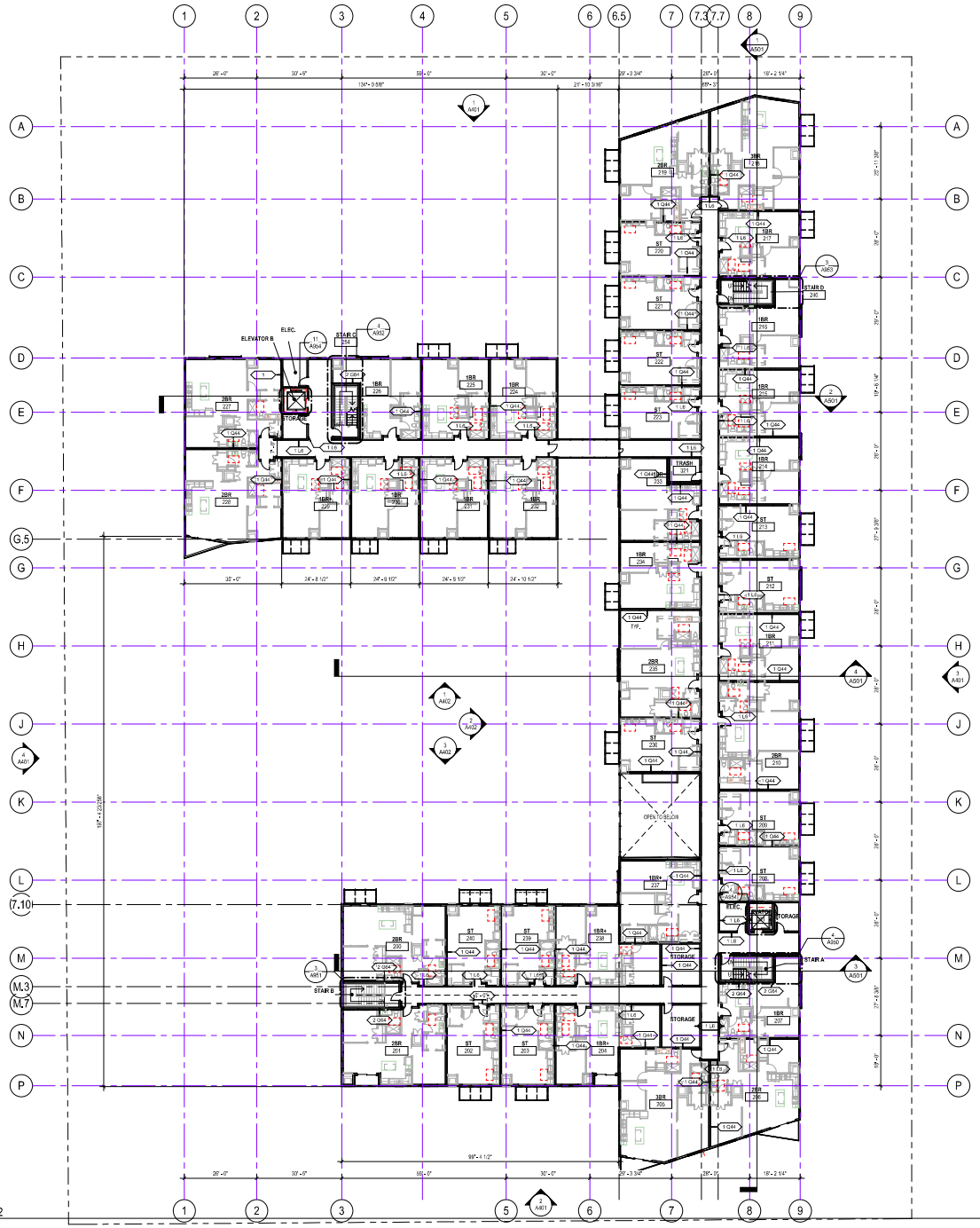

ARCHITECTURAL KEYNOTES

GENERAL NOTES FLOOR PLAN

1. DO NOT SCALE DRAWINGS.
2. DO NOT PAINT FRAME / DOOR OF ALL ELECTRICAL PANEL BOXES UNLESS NOTED OTHERWISE - SEE MATERIAL LIST IN SPECIFICATIONS FOR FT COLOR.
3. SEE CODE PLAN / FLOOR PLANS FOR FE AND FE CAB LOCATIONS.

DIMENSIONING / LAYOUT NOTES

1. SITE ELEVATION 910.0' CORRESPONDS TO "FIRST LEVEL FLOOR ELEVATION (ELEVATION OF 100'-0").
2. DIMENSIONS ARE TAKEN TO: (UNLESS NOTED OTHERWISE)
   - THE CENTER LINE OF STUD AT INTERIOR WALLS
   - THE FACE OF GYPSUM BOARD AT CORRIDOR WALLS (GRID AT CORRIDOR SIDE)
   - THE CENTERLINE OF UNIT SEPARATION WALLS (GRID AT CENTERLINE)
   - THE OUTSIDE FACE OF SHEATHING AT EXTERIOR WALLS WITH SIDING OR MASONRY VENEER, FACE OF MASONRY AT STRUCTURAL MASONRY EXTERIOR WALLS.
3. VERIFY ALL GRADES WITH CIVIL DRAWINGS.
4. REFER TO A600 SERIES (DOORS AND WINDOWS) FOR OPENING INFORMATION.

GENERAL CONSTRUCTION NOTES

1. FIREBLOCK COMBUSTIBLE CONCEALED WALL SPACES INCLUDING FURRED WALLS 10'-0" VERTICALLY & HORIZONTALLY PER 2015 MN IBC SECTION 718.2.2.
2. BLOCKING AND FASTENING REQUIREMENTS OF WALL ASSEMBLY LISTED NUMBER MAY VARY FROM STRUCTURAL DRAWINGS AND SPECIFICATIONS, WALLS TO BE CONSTRUCTED TO MEET THE MORE RESTRICTIVE REQUIREMENT. SEE STRUCTURAL DRAWINGS FOR ADDITIONAL INFORMATION.
3. CONTRACTOR TO OBTAIN TESTED ASSEMBLIES NOTED FOR REQUIRED GYPSUM BOARD ORIENTATION, MFG/SCREW, TAPING, MUD, BLOCKING, ETC., ETC., TO PROVIDE TEST NUMBER WITH FIRE RATINGS. STC & IIC (STC & IIC = 50 MINIMUM UNITS) FOR PROPRIETARY SUBSTITUTION OF WALL ASSEMBLIES, FLOOR-CEILING ASSEMBLIES, ROOF-CEILING ASSEMBLIES, AND OTHERS.
4. ALL SHAFT WALLS TO CONTINUOUSLY EXTEND TO UNDERSIDE OF DECK.
5. ALL STAIR & ELEVATOR ENCLOSURES TO CONTINUOUSLY EXTEND TO UNDERSIDE OF DECK. DO NOT PENETRATE STAIR & ELEVATOR FIRE RATING MEMBRANE PROTECTION UNLESS SERVING STAIR & ELEVATOR ENCLOSURE.
6. FINISH FLOOR ELEVATION CHANGE AT DOORS & FLOORING MATERIAL NOT TO EXCEED 1/2" (U.N.O.
7. ALL DOOR OPENINGS IN COMMON AREAS TO BE 32" CLR. MIN. WITH DOOR IN OPEN POSITION.
8. COMMON AREA DOOR CLEARANCES & APPROACHES PER 2015 MN ACCESSIBILITY CODE SECTION 404.
9. DO NOT SCALE DRAWINGS.
10. SEE DETAILS ON SHEETS A604 AND A602 FOR FIRE PROTECTION OF STEEL COLUMNS AND BEAMS.
11. SEE CODE SUMMARY ON SHEET G120 FOR CONSTRUCTION TYPE AND ALLOWABLE BUILDING MATERIAL.
12. PROVIDE BLOCKING/BACKER SUPPORT FOR WALL AND CEILING MOUNTED HARDWARE, EQUIPMENT, AND ACCESSORIES.
13. REMOVE DEBRIS AND CLEAN ALL AREA RECEIVING SEALANTS FOR MAXIMUM ADHESION / PERFORMANCE.
14. SEE 2015 MN IBC SECTION 603 FOR ALLOWABLE COMBUSTIBLE MATERIALS IN TYPE I CONSTRUCTION (LEVEL P1).

GENERAL WALL TYPE NOTES

1. REFER TO THE STRUCTURAL DRAWING FOR LOCATIONS AND SPECIAL REQUIREMENTS FOR STUD SPACING ON ALL BEARING WALL ASSEMBLIES.
2. REFER TO STRUCTURAL DRAWINGS FOR SHEAR AND BEARING WALLS.
3. REFER TO STRUCTURAL DRAWINGS FOR CONCRETE AND MASONRY WALL REINFORCING.
4. REFER TO GENERAL NOTES ON STRUCTURAL DRAWINGS FOR PANEL FASTENING AND BLOCKING REQUIREMENTS FOR CORRIDOR AND UNIT SEPARATION WALLS.
5. ALL ASSEMBLY RATINGS LISTED ARE ACHEIVABLE RATINGS. REFER TO CODE SUMMARY AND CODE PLANS FOR RATED WALL LOCATIONS.
6. WOOD IN CONTACT WITH CONCRETE TO BE TREATED WOOD (PPT).
7. USE MOISTURE RESISTANT GYP. BD. AT BATHROOMS AND TOILET ROOMS.
8. PROVIDE ADDITIONAL LAYER OF MOISTURE RESISTANT GYP. BD. TO CONCEAL TUB FLANGE WHERE OCCURS.
9. EXTERIOR WALL ASSEMBLIES SHALL BE AIRTIGHT. AIRLINE CRACKS AND SMALL HOLES ARE NOT ALLOWED.
10. PROVIDE CONTINUOUS BLOCKING IN UNIT BATHROOMS FOR GRAB BARS AND ACCESSIBLE FIXTURE MOUNTINGS, SEE SHEET G140.
11. RECESSED WALL FIXTURES SUCH AS OUTLETS AND OTHER ITEMS WHICH PERFORATE THE GYPSUM BOARD SURFACES SHALL NOT BE LOCATED BACK TO BACK IN THE SAME WALL CAVITY, SEE DETAIL 12/A602.
12. ANY OPENING CUT IN GYPSUM BOARD FOR INSTALLATION OF PENETRATING FIXTURES SHALL BE CUT CAREFULLY TO SIZE AND CAULKED AT UNIT SEPARATION WALLS. INSULATE BACKSIDE OF RECEPTABLES AND PROVIDE INTUMESCENT WRAP (PUTTY PACKS) AROUND RECEPTACLES AND OTHER ELECTRICAL BOXES. COORDINATE WITH ELECTRICAL, SEE DETAIL 12/A604.
13. AT UNIT SEPARATION WALLS, INSULATE BACKSIDE OF RECEPTACLES AND PROVIDE INTUMESCENT WRAP (PUTTY PACKS) AROUND RECEPTACLES AND OTHER ELECTRICAL BOXES. COORDINATE WITH ELECTRICAL, SEE DETAIL 12/A604.
14. PROVIDE SEALED JOINTS ON EXTERIOR MOISTURE CONTROL MEMBRANE AT OUTSIDE OF SHEATHING BEFORE FINISH MATERIAL IS APPLIED.
15. COORDINATE USE OF MATERIAL WHEN GYP. BD. IS EXPOSED TO WEATHER DURING CONSTRUCTION (EXAMPLE: ELEVATOR AND STAIR SHAFTS).
16. INSULATE GAPS AT FRAMING BETWEEN EXTERIOR WINDOWS, DOORS, AND OTHER RELATED ITEMS. SEE MANUFACTURER'S RECOMMENDATION FOR TYPE OF INSULATION (FOAM OR BATT) TO BE USED.
17. SEE 2015 MN IBC SECTION 705 AND TABLE 602 FIRE RATING REQUIREMENTS FOR EXTERIOR WALL EXPOSURE.
18. USE NON-COMBUSTIBLE FRAMING/FURRING AT LEVEL P1. COMBUSTIBLE MATERIALS PERMITTED PER 2015 MN IBC SECTION 603.

WALL TYPE NOTES

1. REFER TO A600 SERIES (CONSTRUCTION ASSEMBLIES) FOR WALL TYPES.
2. REFER TO A200 SERIES (UNIT PLANS) FOR UNIT WALL TYPES.
3. TYPICAL WALL TYPES ARE AS FOLLOWS:
   - FOR UNIT SEPARATION WALLS: WALL TYPE = Q SERIES (UNLESS NOTED OTHERWISE)
   - FOR CORRIDOR WALLS: WALL TYPE = L SERIES (UNLESS NOTED OTHERWISE)
   - FOR ELEVATOR / STAIR WALLS: WALL TYPE = G SERIES (UNLESS NOTED OTHERWISE)
   - FOR NON-BEARING INTERIOR UNIT WALLS: WALL TYPE = W SERIES
   - FOR INTERIOR WALLS AT PARKING LEVEL: WALL TYPE = M SERIES

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PROJECT TITLE

3700 AMERICAN BOULEVARD EAST

ISSUE #	DATE	DESCRIPTION
	02/12/2020	PRELIMINARY DEVELOPMENT PLAN

CERTIFICATION

NOT FOR CONSTRUCTION

DRAWN BY	Author
CHECKED BY	Checker
COMMISSION NUMBER	2307-01

SHEET TITLE

LEVEL 2 OVERALL FLOOR PLAN

SHEET NUMBER

A102

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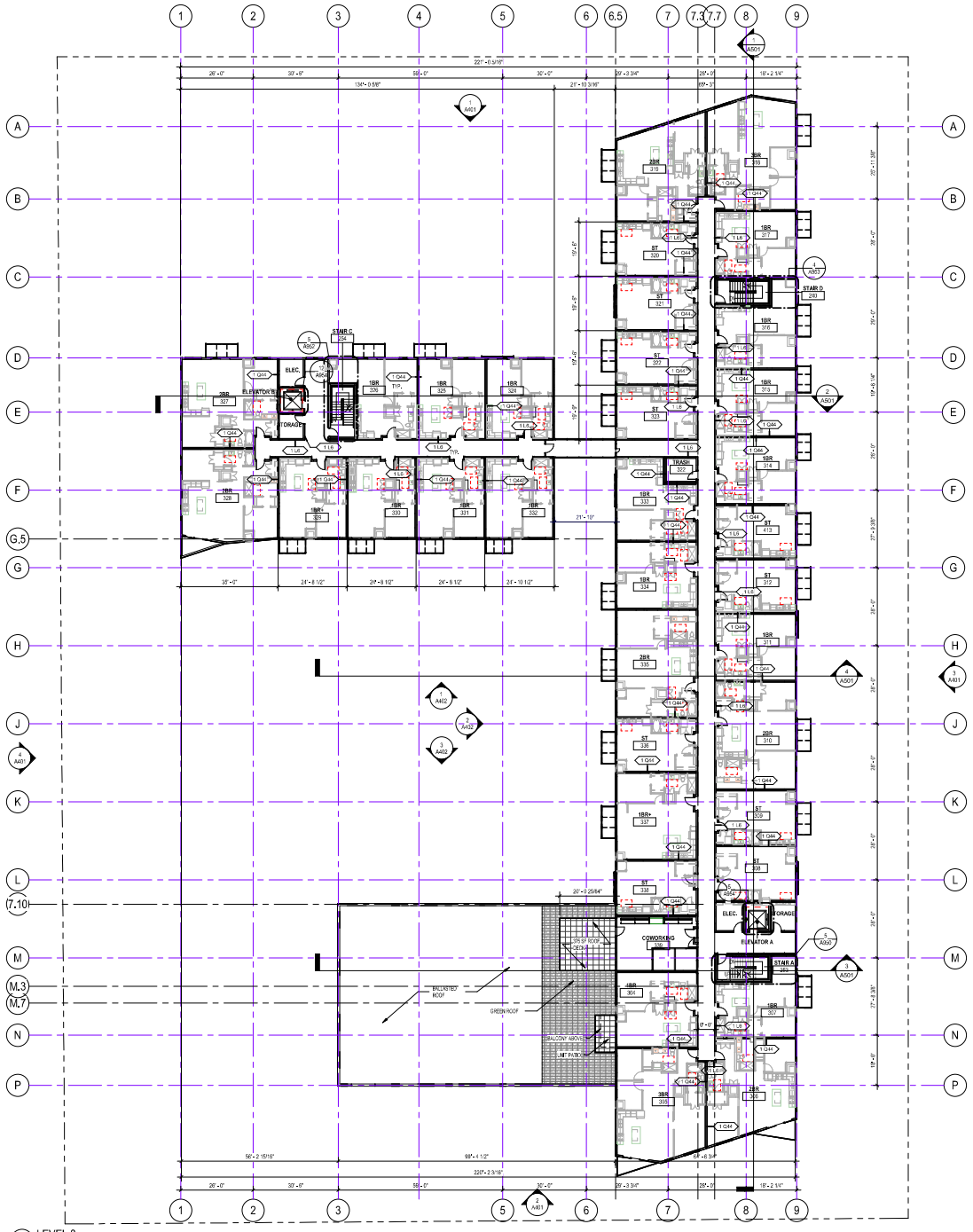

1 A103 LEVEL 3
1/16" = 1'-0"

ARCHITECTURAL KEYNOTES

GENERAL NOTES FLOOR PLAN

1. DO NOT SCALE DRAWINGS.
2. DO NOT PAINT FRAME / DOOR OF ALL ELECTRICAL PANEL BOXES UNLESS NOTED OTHERWISE - SEE MATERIAL LIST IN SPECIFICATIONS FOR PT COLOR.
3. SEE CODE PLAN / FLOOR PLANS FOR TE AND TE CAB LOCATIONS.

DIMENSIONING / LAYOUT NOTES

1. SITE ELEVATION 910.0' CORRESPONDS TO "FIRST LEVEL FLOOR ELEVATION (ELEVATION OF 100'-0").
2. DIMENSIONS ARE TAKEN TO: (UNLESS NOTED OTHERWISE)
   - THE CENTER LINE OF STUD AT INTERIOR WALLS
   - THE FACE OF GYPSUM BOARD AT CORRIDOR WALLS (GRID AT CORRIDOR SIDE)
   - THE CENTERLINE OF UNIT SEPARATION WALLS (GRID AT CENTERLINE)
   - THE OUTSIDE FACE OF SHEATHING AT EXTERIOR WALLS WITH SIDING OR MASONRY VENEER, FACE OF MASONRY AT STRUCTURAL MASONRY EXTERIOR WALLS.
3. VERIFY ALL GRADES WITH CIVIL DRAWINGS.
4. REFER TO A900 SERIES (DOORS AND WINDOWS) FOR OPENING INFORMATION.

GENERAL CONSTRUCTION NOTES

1. FIREBLOCK COMBUSTIBLE CONCEALED WALL SPACES INCLUDING FURRED WALLS 10'-0" VERTICALLY & HORIZONTALLY PER 2015 MN IBC SECTION 718.2.2.
2. BLOCKING AND FASTENING REQUIREMENTS OF WALL ASSEMBLY LISTED NUMBER MAY VARY FROM STRUCTURAL DRAWINGS AND SPECIFICATIONS, WALLS TO BE CONSTRUCTED TO MEET THE MORE RESTRICTIVE REQUIREMENT. SEE STRUCTURAL DRAWINGS FOR ADDITIONAL INFORMATION.
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4. ALL SHAFT WALLS TO CONTINUOUSLY EXTEND TO UNDERSIDE OF DECK.
5. ALL STAIR & ELEVATOR ENCLOSURES TO CONTINUOUSLY EXTEND TO UNDERSIDE OF DECK. DO NOT PENETRATE STAIR & ELEVATOR FIRE RATING MEMBRANE PROTECTION UNLESS SERVING STAIR & ELEVATOR ENCLOSURE.
6. FINISH FLOOR ELEVATION CHANGE AT DOORS & FLOORING MATERIAL NOT TO EXCEED 1/2" (U.N.O.
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11. SEE CODE SUMMARY ON SHEET G120 FOR CONSTRUCTION TYPE AND ALLOWABLE BUILDING MATERIAL.
12. PROVIDE BLOCKING/BACKER SUPPORT FOR WALL AND CEILING MOUNTED HARDWARE, EQUIPMENT, AND ACCESSORIES.
13. REMOVE DEBRIS AND CLEAN ALL AREA RECEIVING SEALANTS FOR MAXIMUM ADHESION / PERFORMANCE.
14. SEE 2015 MN IBC SECTION 603 FOR ALLOWABLE COMBUSTIBLE MATERIALS IN TYPE I CONSTRUCTION (LEVEL P1).

GENERAL WALL TYPE NOTES

1. REFER TO THE STRUCTURAL DRAWING FOR LOCATIONS AND SPECIAL REQUIREMENTS FOR STUD SPACING ON ALL BEARING WALL ASSEMBLIES.
2. REFER TO STRUCTURAL DRAWINGS FOR SHEAR AND BEARING WALLS.
3. REFER TO STRUCTURAL DRAWINGS FOR CONCRETE AND MASONRY WALL REINFORCING.
4. REFER TO GENERAL NOTES ON STRUCTURAL DRAWINGS FOR PANEL FASTENING AND BLOCKING REQUIREMENTS FOR CORRIDOR AND UNIT SEPARATION WALLS.
5. ALL ASSEMBLY RATINGS LISTED ARE ACHIEVABLE RATINGS. REFER TO CODE SUMMARY AND CODE PLANS FOR RATED WALL LOCATIONS.
6. WOOD IN CONTACT WITH CONCRETE TO BE TREATED WOOD (PPT).
7. USE MOISTURE RESISTANT GYP. BD. AT BATHROOMS AND TOILET ROOMS.
8. PROVIDE ADDITIONAL LAYER OF MOISTURE RESISTANT GYP. BD. TO CONCEAL TUB FLANGE WHERE OCCURS.
9. EXTERIOR WALL ASSEMBLIES SHALL BE AIRTIGHT. HAIRLINE CRACKS AND SMALL HOLES ARE NOT ALLOWED.
10. PROVIDE CONTINUOUS BLOCKING IN UNIT BATHROOMS FOR GRAB BARS AND ACCESSIBLE FIXTURE MOUNTINGS, SEE SHEET G140.
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13. AT UNIT SEPARATION WALLS, INSULATE BACKSIDE OF RECEPTACLES AND PROVIDE INTUMESCENT WRAP (PUTTY PACKS) AROUND RECEPTACLES AND OTHER ELECTRICAL BOXES. COORDINATE WITH ELECTRICAL, SEE DETAIL 12/A604.
14. PROVIDE SEALED JOINTS ON EXTERIOR MOISTURE CONTROL MEMBRANE AT OUTSIDE OF SHEATHING BEFORE FINISH MATERIAL IS APPLIED.
15. COORDINATE USE OF MATERIAL WHEN GYP. BD. IS EXPOSED TO WEATHER DURING CONSTRUCTION (EXAMPLE: ELEVATOR AND STAIR SHAFTS).
16. INSULATE GAPS AT FRAMING BETWEEN EXTERIOR WINDOWS, DOORS, AND OTHER RELATED ITEMS. SEE MANUFACTURER'S RECOMMENDATION FOR TYPE OF INSULATION (FOAM OR BATT) TO BE USED.
17. SEE 2015 MN IBC SECTION 705 AND TABLE 602 FIRE RATING REQUIREMENTS FOR EXTERIOR WALL EXPOSURE.
18. USE NON-COMBUSTIBLE FRAMING/FURRING AT LEVEL P1. COMBUSTIBLE MATERIALS PERMITTED PER 2015 MN IBC SECTION 603.

WALL TYPE NOTES

1. REFER TO A600 SERIES (CONSTRUCTION ASSEMBLIES) FOR WALL TYPES.
2. REFER TO A200 SERIES (UNIT PLANS) FOR UNIT WALL TYPES.
3. TYPICAL WALL TYPES ARE AS FOLLOWS:
   - FOR UNIT SEPARATION WALLS: WALL TYPE = Q SERIES (UNLESS NOTED OTHERWISE)
   - FOR CORRIDOR WALLS: WALL TYPE = L SERIES (UNLESS NOTED OTHERWISE)
   - FOR ELEVATOR / STAIR WALLS: WALL TYPE = G SERIES (UNLESS NOTED OTHERWISE)
   - FOR NON-BEARING INTERIOR UNIT WALLS: WALL TYPE = W SERIES
   - FOR INTERIOR WALLS AT PARKING LEVEL: WALL TYPE = M SERIES

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PROJECT TITLE

3700 AMERICAN BOULEVARD EAST

ISSUE #	DATE	DESCRIPTION
	02/12/2020	PRELIMINARY DEVELOPMENT PLAN

CERTIFICATION

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DRAWN BY	Author
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COMMISSION NUMBER	2307-01

SHEET TITLE

LEVEL 3 OVERALL FLOOR PLAN

SHEET NUMBER

A103

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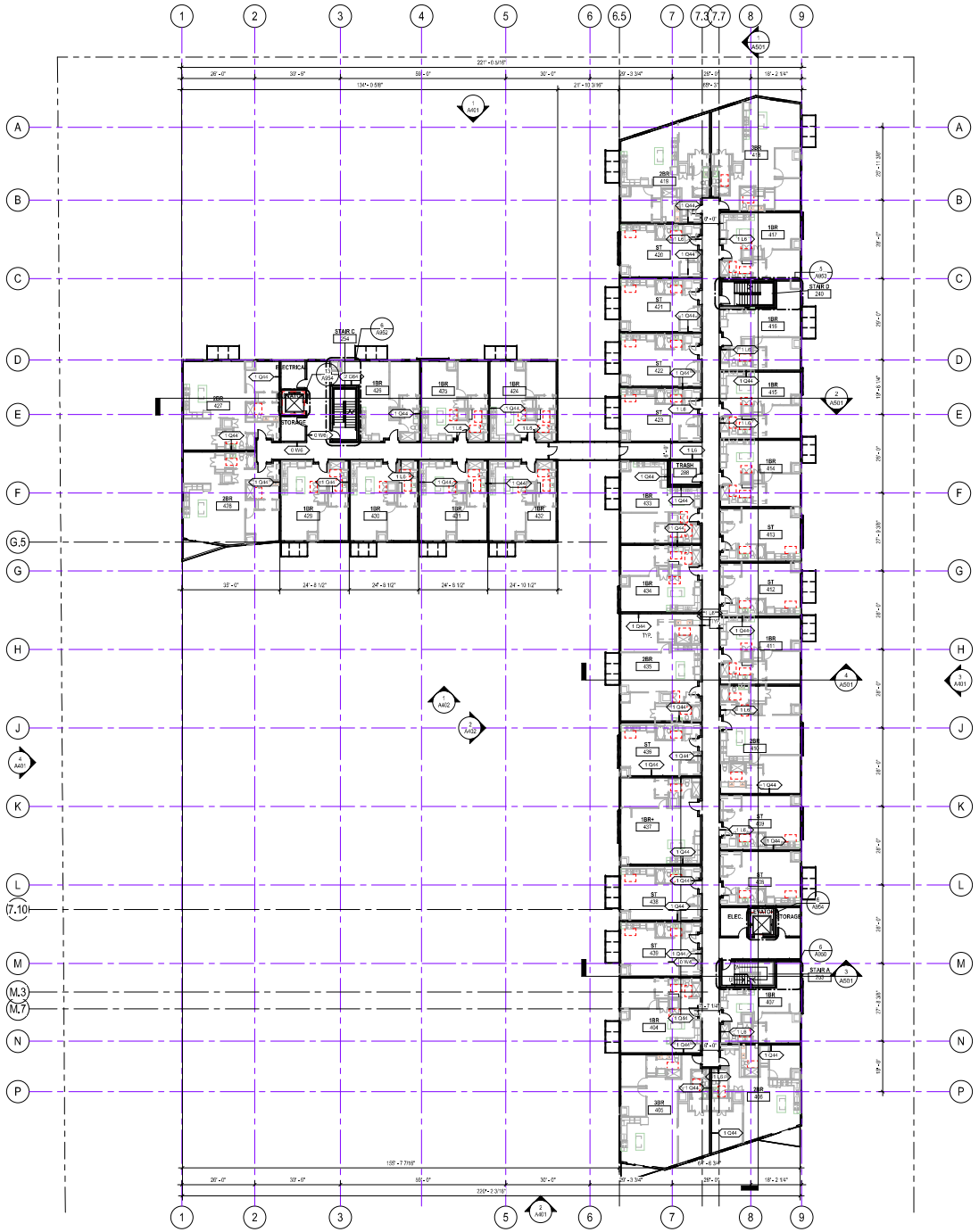

1 LEVEL 4
1/16" = 1'-0"

ARCHITECTURAL KEYNOTES

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SHEET TITLE

LEVEL 4 OVERALL FLOOR PLAN

SHEET NUMBER

A104

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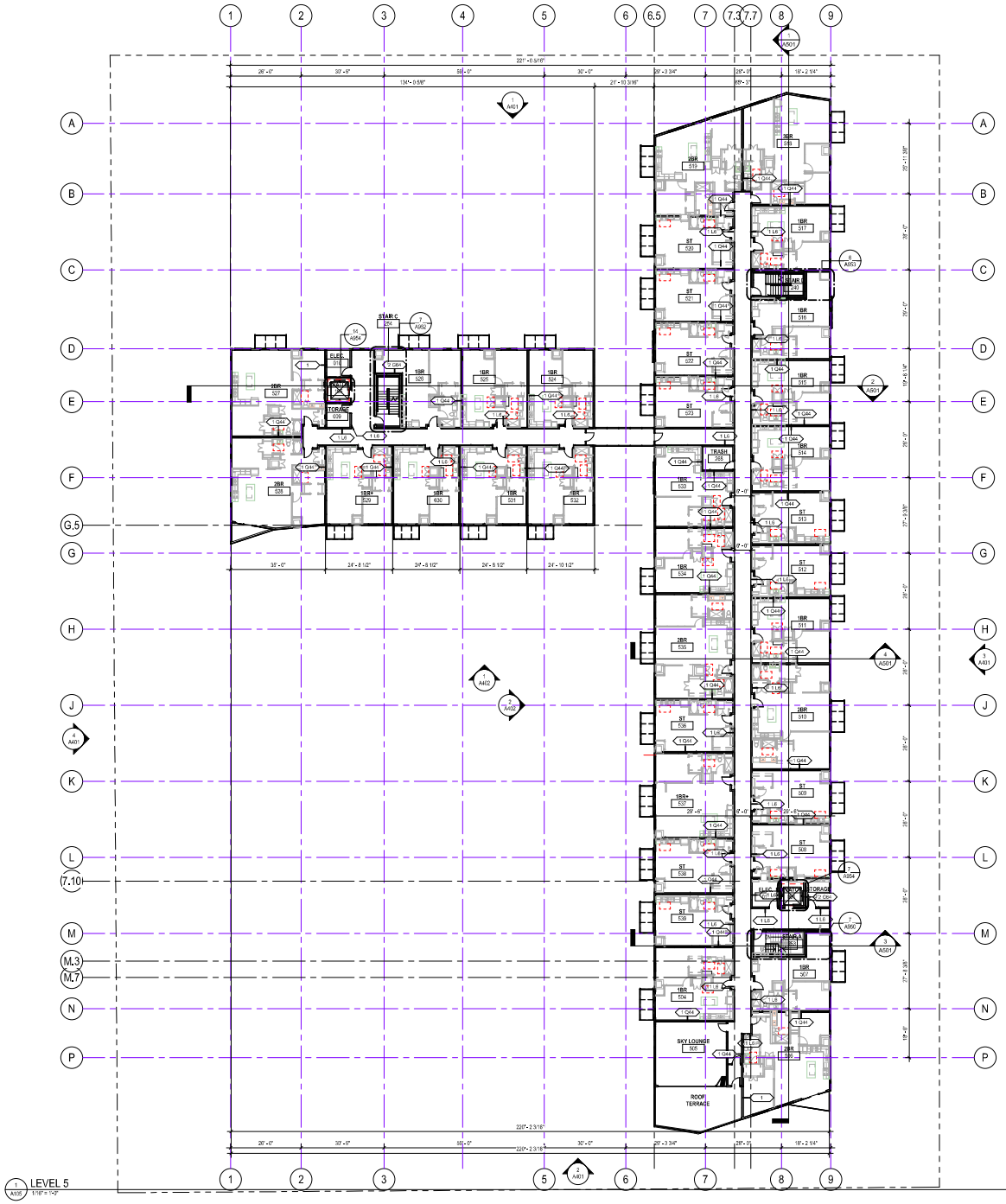

1 LEVEL 5
A105 1/16" = 1'-0"

ARCHITECTURAL KEYNOTES

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COMMISSION NUMBER	2307-01

SHEET TITLE

LEVEL 5 OVERALL FLOOR PLAN

SHEET NUMBER

A105

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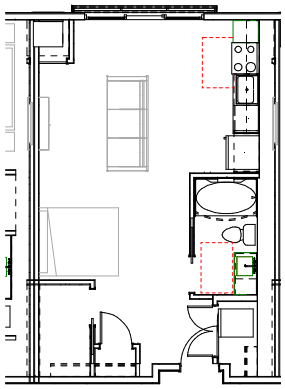
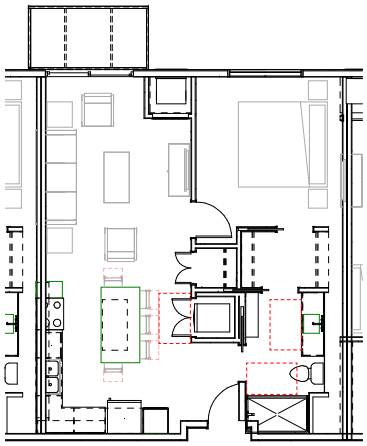
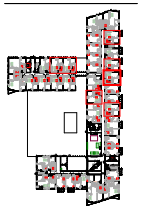
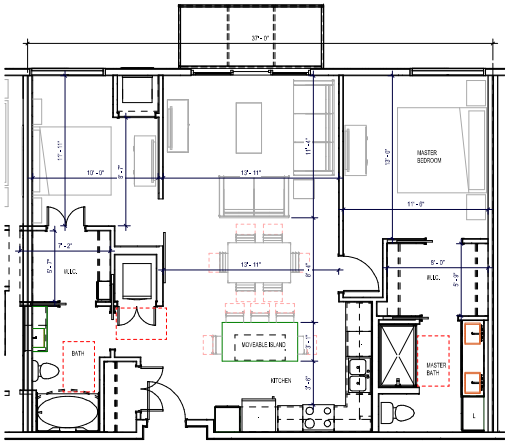


6 A201 UNIT PLAN - STUDIO (TYP)
1/4" = 1'-0"

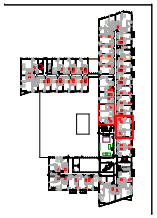




1 A201 UNIT PLAN - 1 BEDROOM (TYP)
1/4" = 1'-0"



3 A201 UNIT PLAN - 2 BEDROOM (TYP)
1/4" = 1'-0"



UNIT PLAN GENERAL NOTES

1. DO NOT SCALE DRAWINGS
2. DO NOT PAINT FRAME OR DOOR OF ELECTRICAL BOXES
3. PAINT ALL CEILING MOUNTED ACCESS PANELS 'TO MATCH ADJACENT' CEILING

UNIT PLAN DIMENSIONING / LAYOUT NOTES

1. REFER TO A100 SERIES (FLOOR PLANS) FOR EXTERIOR WALL DIMENSIONING AND DOOR, WINDOW, WALL AND FEATURE ELEMENTS - CONDITIONS AT EXTERIOR WALL VARY.
2. DIMENSIONS AT INTERIOR STUD WALLS ARE TAKEN TO THE ℄ OF WALL, DIMENSIONS AT EXTERIOR WALLS ARE TAKEN TO FACE OF SHEATHING.
3. CONTRACTOR SHALL LAYOUT LOCATIONS OF ALL UNIT SEPARATIONS WALLS PRIOR TO INFILLING PARTITIONS INTERIOR TO EACH UNIT.
4. KITCHEN AND BATH DIMENSIONS TO SUPERCEDE ALL OTHER INTERIOR DIMENSIONS IF DISCREPANCIES OCCUR
5. CONTRACTOR TO FIELD VERIFY DIMENSIONS FOR KITCHEN / BATH / POWDER ROOM CABINETS, FIXTURES AND APPLIANCES
6. 2'-6" MIN CLEAR AT UNIT HALLWAYS UNO
7. VERIFY THAT SELECTED WASHER AND DRYER ALLOWS FOR A 30"x42" CLEAR FLOOR SPACE PARALLEL TO THE WASHER AND DRYER, THE CLEAR FLOOR SPACE SHALL BE CENTERED ON THE WASHER AND DRYER CLEAR FLOOR SPACES ALLOWED TO OVERLAP EACH OTHER). WASHERS AND DRYERS LOCATED IN CLOSETS WITH BI-FOLD DOORS SHALL NOT BE INSET MORE THAN 6" FROM THE OUTSIDE FACE OF DOOR WALL.

UNIT PLAN - CODE COMPLIANCE NOTES

1. --
2. --
3. --

UNIT PLAN - DRAWING SET COORDINATION NOTES

1. REFER TO A600 SERIES (CONSTRUCTION ASSEMBLIES) FOR WALL TYPES
2. REFER TO A400 SERIES (EXTERIOR ELEVATIONS) FOR EXTERIOR MATERIAL AND WINDOW TYPES
3. REFER TO A500 SERIES (DOOR AND WINDOWS) FOR DOOR INFORMATION
4. REFER TO 'I' SERIES FOR ...
5. REFER TO 'I' SERIES FOR ...
6. GYPSUM BOARD CEILING...
7. GYPSUM BOARD...
8. ...
9. PROVIDE...
10. REFER TO STRUCTURAL DRAWINGS ("S" SERIES) FOR NAILING INFO AND LOCATION OF BEARING/SHEAR WALLS MORE RESTRICTIVE NAIL PATTERN AND GYPSUM BOARD ORIENTATION OF STRUCTURAL OR LU/CA
11. EXPOSED DUCTWORK SHALL BE SPIRAL DUCT. SEE MECHANICAL ("M" SERIES)
12. REMOVE ALL BARCODE, TAGS, ETC FROM CONDUIT, PIPING AND DUCTWORK PRIOR TO INSTALLATION ROTATE PERMANENT MARKINGS TO CONCEAL.
13. ALL PIPE PENETRATIONS TO RECEIVE ESCUTCHEON PLATE
14. WHERE TWO DIFFERING FIRE-RESISTIVE CONSTRUCTIONS INTERSECT THE MORE RESTRICTIVE SHALL BE CONTINUOUS PER DETAILS ON SHEETS A5XX-A5XX.
15. FIRE CAULK AROUND ALL PENETRATIONS THROUGH FIRE-RESISTIVE CONSTRUCTION PER CURRENT BUILDING CODE REQUIREMENTS.

UNIT PLAN - KITCHEN CABINET NOTES

1. CABINET SUPPLIER SHALL ADJUST LAYOUT FOR NECESSARY OPERATIONAL CLEARANCES OF DRAWERS AND DOORS, OTHER CABINETS, AND APPLIANCES
2. DIMENSION IN KITCHEN AND BATH TO FACE OF CABINET
3. COUNTERTOP OVERHANG FROM FACE OF BASE CABINET NOT TO EXCEED 1"
4. MAINTAIN 40" MINIMUM CLEAR FROM COUNTERTOP FACE TO FACE.
5. PROVIDE FINISHED END PANELS AT ALL EXPOSED CABINET ENDS
6. PROVIDE MANUFACTURERS SURFACE TOE KICK AT CABINET TOE SPACE AND EXPOSED CABINET SIDES (AS REQUIRED). TRIM MANUFACTURERS TOE KICK BACK AT FACE END CABINET FOR FLUSH CORNER.
7. FINISH EXPOSED END PANELS TO MATCH CABINET.
8. PROVIDE STANDARD UPPER CABINET ADJUSTABLE SHELVES. TWO SHELVES AT 30" OR 36" HIGH CABINETS, ONE SHELF AT 18" OF 24" HIGH CABINETS, NO SHELLES AT 15" HIGH CABINETS, UNO
9. PROVIDE GRANITE COUNTER TOPS WITH 4" BACK SPLASH, APPLY SILICONE SEALANT ON ALL COUNTER TOP JOINTS PRIOR TO JOINING COUNTERTOPS TOGETHER.
10. EXTEND WALL/FLOOR FINISHES TO WALL BEHIND AT REMOVABLE SINK BASE CABINETS.
11. SEE SHEET A630 FOR KITCHEN CABINET ELEVATIONS
12. PROVIDE CONTINUOUS WOOD MOULDING AT TOP OF OVERHEAD CABINETS TO MATCH CABINET
13. KITCHEN ISLANDS TO HAVE 36" HIGH COUNTER, 36" DEEP x LENGTH SHOWN SUPPORTING BASE CABINETS 24" DEEP WITH FINISHED ENDS AND BACK PANELS. CABINET MANUFACTURER TO PROVIDE SUPPORT FOR 12" OVERHANG AT 3 SIDES OF ISLAND UNO. PROVIDE FOR (1) DUPLEX OUTLET AT EACH END PANEL OF KITCHEN ISLAND CABINETS, OUTLET BUILT INTO CABINET.

UNIT PLAN - KITCHEN FINISH AND CONSTRUCTION NOTES

1. PROVIDE BASE BEHIND ALL EXTENDED FLOORING INTO ALL RANGE & REFRIGERATOR RECESSES
2. CAULK BACKSPLASH AT WALLS & CAULK SEAMS AT BACKSPLASH CORNERS
3. VERIFY ALL APPLIANCE DIMENSIONAL SIZES WITH SUPPLIER, VERIFY ALL APPLIANCE CLEARANCES
4. FIRE CAULK AROUND PENETRATIONS THROUGH RATED WALLS
5. PROVIDE ESCUTCHEON PLATES AROUND ALL WASTE AND WATER LINE PENETRATIONS THROUGH FLOORS AND WALLS
6. VERIFY NECCSSARY ELECTRICAL OUTLETS ARE PROVIDED FOR ALL APPLIANCES.

UNIT PLAN - KITCHEN FINISH AND CONSTRUCTION NOTES

1. PROVIDE BASE BEHIND ALL EXTENDED FLOORING INTO ALL RANGE & REFRIGERATOR RECESSES
2. CAULK BACKSPLASH AT WALLS & CAULK SEAMS AT BACKSPLASH CORNERS
3. VERIFY ALL APPLIANCE DIMENSIONAL SIZES WITH SUPPLIER, VERIFY ALL APPLIANCE CLEARANCES
4. FIRE CAULK AROUND PENETRATIONS THROUGH RATED WALLS
5. PROVIDE ESCUTCHEON PLATES AROUND ALL WASTE AND WATER LINE PENETRATIONS THROUGH FLOORS AND WALLS
6. VERIFY NECCSSARY ELECTRICAL OUTLETS ARE PROVIDED FOR ALL APPLIANCES.

UNIT PLAN - ACCESSIBLE NOTES

1. A3A-1 PROVIDE 34" HIGH SINK WITH REMOVABLE CABINET FACE
2. A3A-2 PROVIDE 34" HIGH ISLAND WITH 30" CLEAR SPACE BELOW
3. A3A-3 PROVIDE 3'x7' DOOR CLEAR OPENING ALL DOORS IN UNIT)
4. A3A-4 24" GRAB BAR AT 34" ABOVE FINISHED FLOOR
5. A3A-5 REMOVABLE CABINET FACE AT VANITY.

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PROJECT TITLE

3700 AMERICAN BOULEVARD EAST

ISSUE #	DATE	DESCRIPTION
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COMMISSION NUMBER	2307-01

SHEET TITLE

ENLARGED UNIT PLANS

SHEET NUMBER

A201

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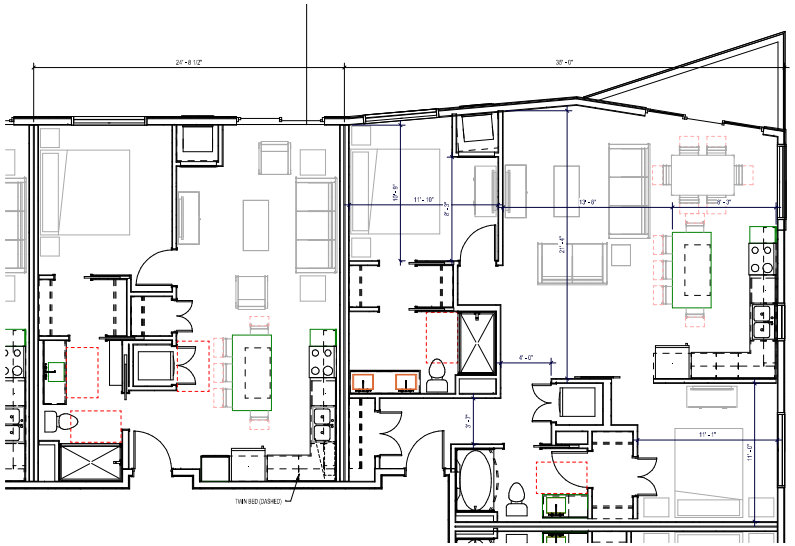
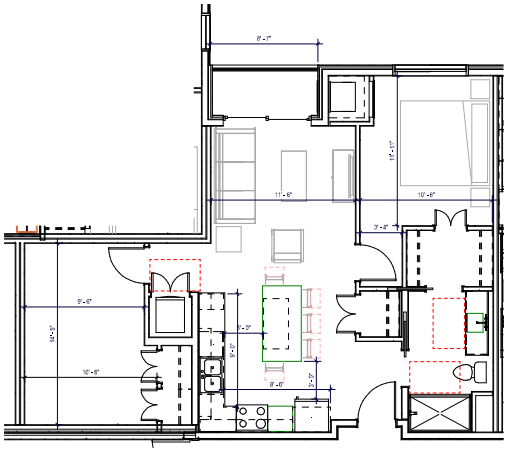
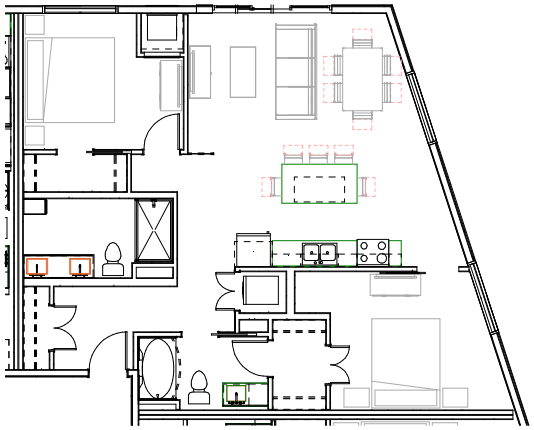


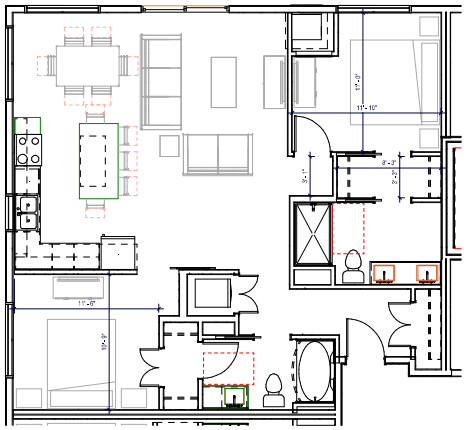
1 A202 UNIT PLAN - 2 BEDROOM CORNER (NW TRIANGULAR)
1/4" = 1'-0"



1 A203 UNIT PLAN - 1 BEDROOM + DEN (RECESSED BALC L2 & L3) - 2 TOTAL
1/4" = 1'-0"



2 A202 UNIT PLAN - 2 BEDROOM CORNER (NORTH & SOUTH) - 10 TOTAL
1/4" = 1'-0"



4 A203 UNIT PLAN - 2 BEDROOM CORNER (NW) - 5 TOTAL
1/4" = 1'-0"

UNIT PLAN GENERAL NOTES

1. DO NOT SCALE DRAWINGS
2. DO NOT PAINT FRAME OR DOOR OF ELECTRICAL BOXES
3. PAINT ALL CEILING MOUNTED ACCESS PANELS TO MATCH ADJACENT CEILING

UNIT PLAN DIMENSIONING / LAYOUT NOTES

1. REFER TO A103 SERIES (FLOOR PLANS) FOR EXTERIOR WALL DIMENSIONING AND DOOR, WINDOW, WALL AND FEATURE ELEMENTS - CONDITIONS AT EXTERIOR WALL VARY.
2. DIMENSIONS AT INTERIOR STUD WALLS ARE TAKEN TO THE FACE OF WALL, DIMENSIONS AT EXTERIOR WALLS ARE TAKEN TO FACE OF SHEATHING.
3. CONTRACTOR SHALL LAYOUT LOCATIONS OF ALL UNIT SEPARATIONS WALLS PRIOR TO INFILLING PARTITIONS INTERIOR TO EACH UNIT.
4. KITCHEN AND BATH DIMENSIONS TO SUPERCEDE ALL OTHER INTERIOR DIMENSIONS IF DISCREPANCIES OCCUR
5. CONTRACTOR TO FIELD VERIFY DIMENSIONS FOR KITCHEN / BATH / POWDER ROOM CABINETS, FIXTURES AND APPLIANCES
6. 24" MIN CLEAR AT UNIT HALLWAYS UNO
7. VERIFY THAT SELECTED WASHER AND DRYER ALLOWS FOR A 30"x42" CLEAR FLOOR SPACE PARALLEL TO THE WASHER AND DRYER, THE CLEAR FLOOR SPACE SHALL BE CENTERED ON THE WASHER AND DRYER (CLEAR FLOOR SPACES ALLOWED TO OVERLAP EACH OTHER). WASHERS AND DRYERS LOCATED IN CLOSETS WITH BIFOLD DOORS SHALL NOT BE INSET MORE THAN 6" FROM THE OUTSIDE FACE OF DOOR WALL.

UNIT PLAN - CODE COMPLIANCE NOTES

1. --
2. --
3. --

UNIT PLAN - DRAWING SET COORDINATION NOTES

1. REFER TO A600 SERIES (CONSTRUCTION ASSEMBLIES) FOR WALL TYPES
2. REFER TO A400 SERIES (EXTERIOR ELEVATIONS) FOR EXTERIOR MATERIAL AND WINDOW TYPES
3. REFER TO A600 SERIES (DOOR AND WINDOWS) FOR DOOR INFORMATION
4. REFER TO 'I' SERIES FOR ...
5. REFER TO 'I' SERIES FOR ...
6. GYPSUM BOARD CEILING...
7. GYPSUM BOARD...
8. ...
9. PROVIDE...
10. REFER TO STRUCTURAL DRAWINGS ("S" SERIES) FOR NAILING INFO AND LOCATION OF BEARING/SHEAR WALLS MORE RESTRICTIVE NAIL PATTERN AND GYPSUM BOARD ORIENTATION OF STRUCTURAL OR LU/CA
11. EXPOSED DUCTWORK SHALL BE SPIRAL DUCT. SEE MECHANICAL ("M" SERIES)
12. REMOVE ALL BARCODE, TAGS, ETC FROM CONDUIT, PIPING AND DUCTWORK PRIOR TO INSTALLATION ROTATE PERMANENT MARKINGS TO CONCEAL.
13. ALL PIPE PENETRATIONS TO RECEIVE ESCUTCHEON PLATE
14. WHERE TWO DIFFERING FIRE-RESISTIVE CONSTRUCTIONS INTERSECT THE MORE RESTRICTIVE SHALL BE CONTINUOUS PER DETAILS ON SHEETS A604-A606.
15. FIRE CAULK AROUND ALL PENETRATIONS THROUGH FIRE-RESISTIVE CONSTRUCTION PER CURRENT BUILDING CODE REQUIREMENTS.

UNIT PLAN - KITCHEN CABINET NOTES

1. CABINET SUPPLIER SHALL ADJUST LAYOUT FOR NECESSARY OPERATIONAL CLEARANCES OF DRAWERS AND DOORS, OTHER CABINETS, AND APPLIANCES
2. DIMENSION IN KITCHEN AND BATH TO FACE OF CABINET
3. COUNTERTOP OVERHANG FROM FACE OF BASE CABINET NOT TO EXCEED 1"
4. MAINTAIN 40" MINIMUM CLEAR FROM COUNTERTOP FACE TO FACE.
5. PROVIDE FINISHED END PANELS AT ALL EXPOSED CABINET ENDS
6. PROVIDE MANUFACTURERS SURFACE TOE KICK AT CABINET TOE SPACE AND EXPOSED CABINET SIDES (AS REQUIRED). TRIM MANUFACTURERS TOE KICK BACK AT FACE END CABINET FOR FLUSH CORNER.
7. FINISH EXPOSED END PANELS TO MATCH CABINET.
8. PROVIDE STANDARD UPPER CABINET ADJUSTABLE SHELVES. TWO SHELVES AT 30" OR 36" HIGH CABINETS, ONE SHELF AT 18" OF 24" HIGH CABINETS. NO SHELVES AT 15" HIGH CABINETS, UNO
9. PROVIDE GRANITE COUNTER TOPS WITH 4" BACK SPLASH. APPLY SILICONE SEALANT ON ALL COUNTER TOP JOINTS PRIOR TO JOINING COUNTERTOPS TOGETHER.
10. EXTEND WALL/FLOOR FINISHES TO WALL BEHIND AT REMOVABLE SINK BASE CABINETS.
11. SEE SHEET A630 FOR KITCHEN CABINET ELEVATIONS
12. PROVIDE CONTINUOUS WOOD MOLDING AT TOP OF OVERHEAD CABINETS TO MATCH CABINET
13. KITCHEN ISLANDS TO HAVE 36" HIGH COUNTER, 26" DEEP x LENGTH SHOWN SUPPORTING BASE CABINETS 24" DEEP WITH FINISHED ENDS AND BACK PANELS. CABINET MANUFACTURER TO PROVIDE SUPPORT FOR 12" OVERHANG AT 3 SIDES OF ISLAND UNO. PROVIDE FOR (1) DUPLEX OUTLET AT EACH END PANEL OF KITCHEN ISLAND CABINETS, OUTLET BUILT INTO CABINET.

UNIT PLAN - KITCHEN FINISH AND CONSTRUCTION NOTES

1. PROVIDE BASE BEHIND ALL EXTENDED FLOORING INTO ALL RANGE & REFRIGERATOR RECESSES
2. CAULK BACKSPLASH AT WALLS & CAULK SEAMS AT BACKSPLASH CORNERS
3. VERIFY ALL APPLIANCE DIMENSIONAL SIZES WITH SUPPLIER, VERIFY ALL APPLIANCE CLEARANCES
4. FIRE CAULK AROUND PENETRATIONS THROUGH-RATED WALLS
5. PROVIDE ESCUTCHEON PLATES AROUND ALL WASTE AND WATER LINE PENETRATIONS THROUGH FLOORS AND WALLS
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UNIT PLAN - KITCHEN FINISH AND CONSTRUCTION NOTES

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6. VERIFY NECCSSARY ELECTRICAL OUTLETS ARE PROVIDED FOR ALL APPLIANCES.

UNIT PLAN - ACCESSIBLE NOTES

1. ADA-1 PROVIDE 34" HIGH SINK WITH REMOVABLE CABINET FACE
2. ADA-2 PROVIDE 34" HIGH ISLAND WITH 30" CLEAR SPACE BELOW
3. ADA-3 PROVIDE 3'x7' DOOR CLEAR OPENING ALL DOORS IN UNIT)
4. ADA-4 24" GRAB BAR AT 34" ABOVE FINISHED FLOOR
5. ADA-5 REMOVABLE CABINET FACE AT VANITY.

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ENLARGED UNIT PLANS

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A202

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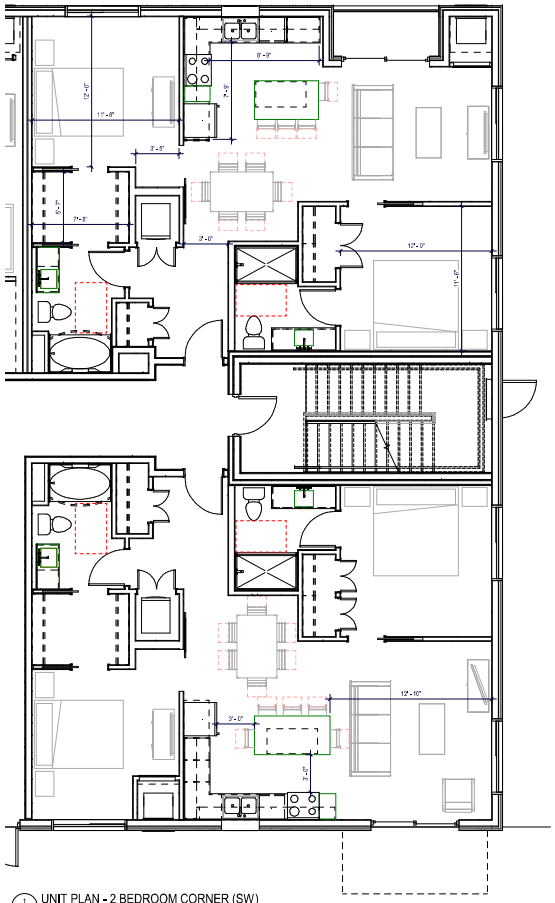
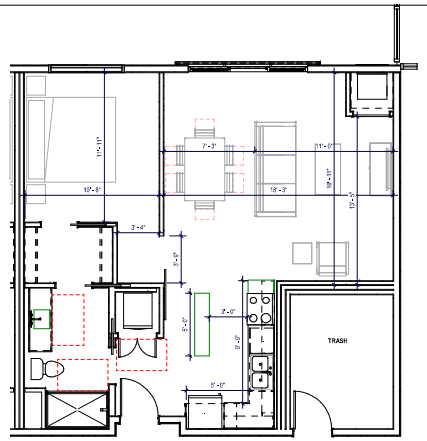
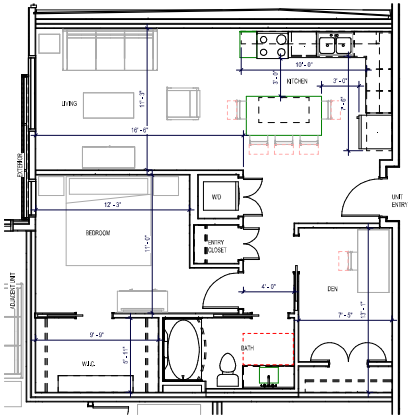


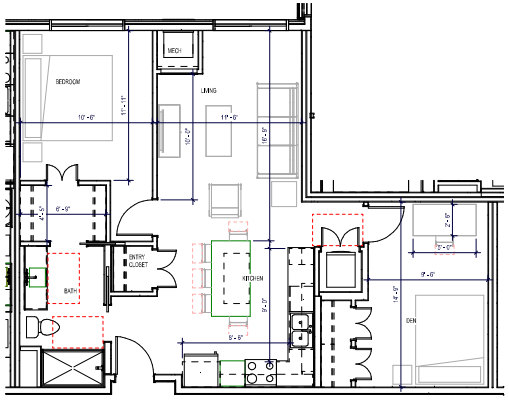
A203 UNIT PLAN - 2 BEDROOM CORNER (SW)
1/4" = 1'-0"



4 A203 UNIT PLAN - 1 BEDROOM NEAR LINK (776 SF) - 5 TOTAL
1/4" = 1'-0"



5 A203 UNIT PLAN - 1 BEDROOM + DEN OVER CLUBROOM
1/4" = 1'-0"



6 A203 UNIT PLAN - 1 BEDROOM + DEN L-SHAPED (910 SF) - 1 TOTAL
1/4" = 1'-0"

UNIT PLAN GENERAL NOTES

1. DO NOT SCALE DRAWINGS
2. DO NOT PAINT FRAME OR DOOR OF ELECTRICAL BOXES
3. PAINT ALL CEILING MOUNTED ACCESS PANELS TO MATCH ADJACENT CEILING

UNIT PLAN DIMENSIONING / LAYOUT NOTES

1. REFER TO A103 SERIES (FLOOR PLANS) FOR EXTERIOR WALL DIMENSIONING AND DOOR, WINDOW, WALL AND FEATURE ELEMENTS - CONDITIONS AT EXTERIOR WALL VARY.
2. DIMENSIONS AT INTERIOR STUD WALLS ARE TAKEN TO THE FACE OF WALL; DIMENSIONS AT EXTERIOR WALLS ARE TAKEN TO FACE OF SHEATHING.
3. CONTRACTOR SHALL LAYOUT LOCATIONS OF ALL UNIT SEPARATIONS WALLS PRIOR TO INFILLING PARTITIONS INTERIOR TO EACH UNIT.
4. KITCHEN AND BATH DIMENSIONS TO SUPERSEDE ALL OTHER INTERIOR DIMENSIONS IF DISCREPANCIES OCCUR
5. CONTRACTOR TO FIELD VERIFY DIMENSIONS FOR KITCHEN / BATH / POWDER ROOM CABINETS, FIXTURES AND APPLIANCES
6. 3'-0" MIN CLEAR AT UNIT HALLWAYS UNO
7. VERIFY THAT SELECTED WASHER AND DRYER ALLOWS FOR A 30"x42" CLEAR FLOOR SPACE PARALLEL TO THE WASHER AND DRYER, THE CLEAR FLOOR SPACE SHALL BE CENTERED ON THE WASHER AND DRYER (CLEAR FLOOR SPACES ALLOWED TO OVERLAP EACH OTHER). WASHERS AND DRYERS LOCATED IN CLOSETS WITH BIFOLD DOORS SHALL NOT BE INSET MORE THAN 6" FROM THE OUTSIDE FACE OF DOOR WALL.

UNIT PLAN - CODE COMPLIANCE NOTES

1. --
2. --
3. --

UNIT PLAN - DRAWING SET COORDINATION NOTES

1. REFER TO A600 SERIES (CONSTRUCTION ASSEMBLIES) FOR WALL TYPES
2. REFER TO A400 SERIES (EXTERIOR ELEVATIONS) FOR EXTERIOR MATERIAL AND WINDOW TYPES
3. REFER TO A600 SERIES (DOOR AND WINDOWS) FOR DOOR INFORMATION
4. REFER TO "I" SERIES FOR ...
5. REFER TO "I" SERIES FOR ...
6. GYPSUM BOARD CEILING...
7. GYPSUM BOARD...
8. ...
9. PROVIDE...
10. REFER TO STRUCTURAL DRAWINGS ("S" SERIES) FOR NAILING INFO AND LOCATION OF BEARING/SHEAR WALLS MORE RESTRICTIVE NAIL PATTERN AND GYPSUM BOARD ORIENTATION OF STRUCTURAL OR LU/CA
11. EXPOSED DUCTWORK SHALL BE SPIRAL DUCT. SEE MECHANICAL ("M" SERIES)
12. REMOVE ALL BAR CODE, TAGS, ETC FROM CONDUIT, PIPING AND DUCTWORK PRIOR TO INSTALLATION ROTATE PERMANENT MARKINGS TO CONCEAL.
13. ALL PIPE PENETRATIONS TO RECEIVE ESCUTCHEON PLATE
14. WHERE TWO DIFFERING FIRE-RESISTIVE CONSTRUCTIONS INTERSECT THE MORE RESTRICTIVE SHALL BE CONTINUOUS PER DETAILS ON SHEETS A604-A606.
15. FIRE CAULK AROUND ALL PENETRATIONS THROUGH FIRE-RESISTIVE CONSTRUCTION PER CURRENT BUILDING CODE REQUIREMENTS.

UNIT PLAN - KITCHEN CABINET NOTES

1. CABINET SUPPLIER SHALL ADJUST LAYOUT FOR NECESSARY OPERATIONAL CLEARANCES OF DRAWERS AND DOORS, OTHER CABINETS, AND APPLIANCES
2. DIMENSION IN KITCHEN AND BATH TO FACE OF CABINET
3. COUNTERTOP OVERHANG FROM FACE OF BASE CABINET NOT TO EXCEED 1"
4. MAINTAIN 40" MINIMUM CLEAR FROM COUNTERTOP FACE TO FACE.
5. PROVIDE FINISHED END PANELS AT ALL EXPOSED CABINET ENDS
6. PROVIDE MANUFACTURERS SURFACE TOE KICK AT CABINET TOE SPACE AND EXPOSED CABINET SIDES (AS REQUIRED). TRIM MANUFACTURERS TOE KICK BACK AT FACE END CABINET FOR FLUSH CORNER.
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8. PROVIDE STANDARD UPPER CABINET ADJUSTABLE SHELVES. TWO SHELVES AT 30" OR 36" HIGH CABINETS, ONE SHELF AT 18" OF 24" HIGH CABINETS. NO SHELVES AT 15" HIGH CABINETS, UNO
9. PROVIDE GRANITE COUNTER TOPS WITH 4" BACK SPLASH. APPLY SILICONE SEALANT ON ALL COUNTER TOP JOINTS PRIOR TO JOINING COUNTERTOPS TOGETHER.
10. EXTEND WALL/FLOOR FINISHES TO WALL BEHIND AT REMOVABLE SINK BASE CABINETS.
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12. PROVIDE CONTINUOUS WOOD MOLDING AT TOP OF OVERHEAD CABINETS TO MATCH CABINET
13. KITCHEN ISLANDS TO HAVE 36" HIGH COUNTER, 36" DEEP, x LENGTH SHOWN SUPPORTING BASE CABINETS 24" DEEP WITH FINISHED ENDS AND BACK PANELS. CABINET MANUFACTURER TO PROVIDE SUPPORT FOR 12" OVERHANG AT 3 SIDES OF ISLAND UNO. PROVIDE FOR (1) DUPLEX OUTLET AT EACH END PANEL OF KITCHEN ISLAND CABINETS, OUTLET BUILT INTO CABINET.

UNIT PLAN - KITCHEN FINISH AND CONSTRUCTION NOTES

1. PROVIDE BASE BEHIND ALL EXTENDED FLOORING INTO ALL RANGE & REFRIGERATOR RECESSES
2. CAULK BACKSPLASH AT WALLS & CAULK SEAMS AT BACKSPLASH CORNERS
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UNIT PLAN - KITCHEN FINISH AND CONSTRUCTION NOTES

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6. VERIFY NECCSSARY ELECTRICAL OUTLETS ARE PROVIDED FOR ALL APPLIANCES.

UNIT PLAN - ACCESSIBLE NOTES

1. ADA-1 PROVIDE 34" HIGH SINK WITH REMOVABLE CABINET FACE
2. ADA-2 PROVIDE 34" HIGH ISLAND WITH 30" CLEAR SPACE BELOW
3. ADA-3 PROVIDE 3'x7' DOOR CLEAR OPENING ALL DOORS IN UNIT)
4. ADA-4 24" GRAB BAR AT 34" ABOVE FINISHED FLOOR
5. ADA-5 REMOVABLE CABINET FACE AT VANITY.

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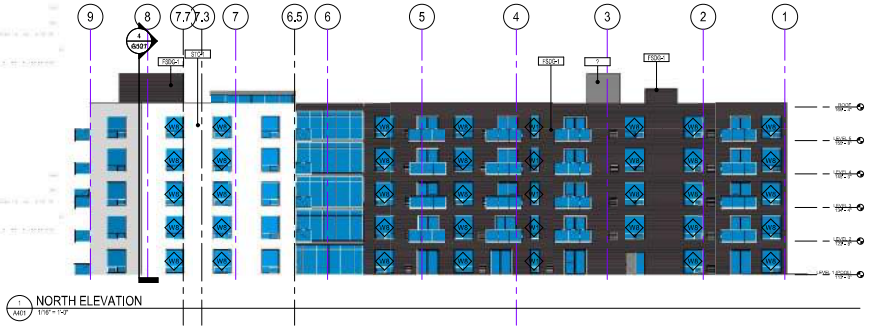
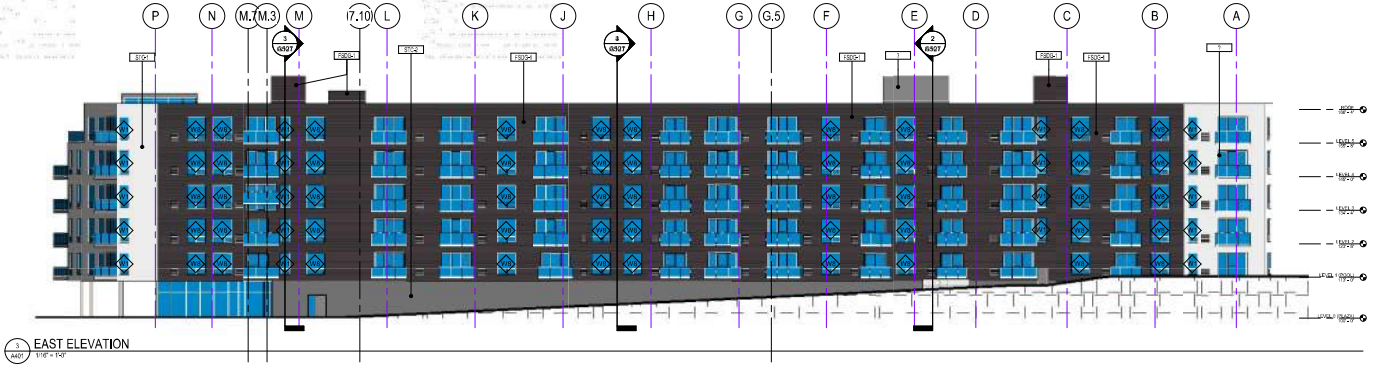
EXTERIOR ELEVATION KEYNOTES

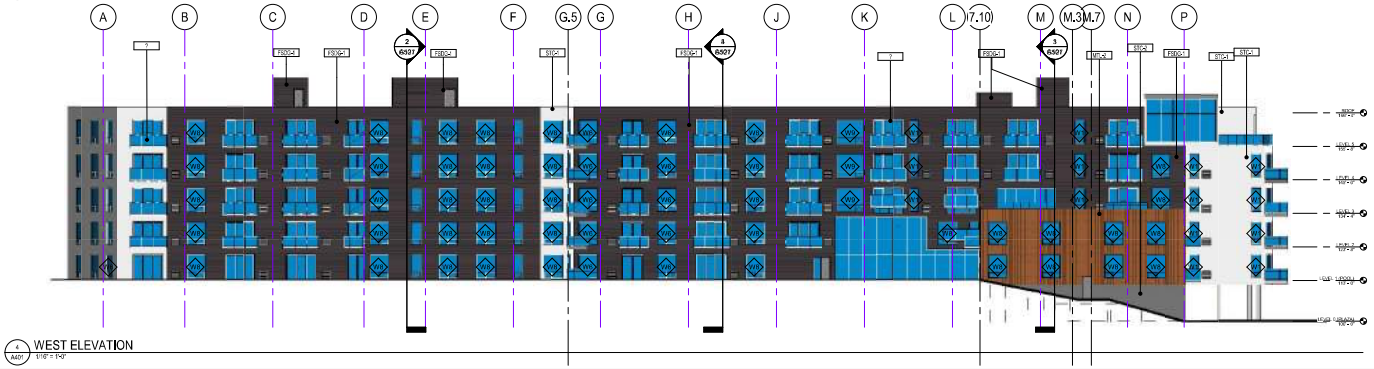


1 NORTH ELEVATION
A401 1/16" = 1'-0"

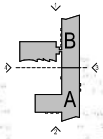
2 SOUTH ELEVATION
A401 1/16" = 1'-0"



3 EAST ELEVATION
A401 1/16" = 1'-0"



4 WEST ELEVATION
A401 1/16" = 1'-0"



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A401

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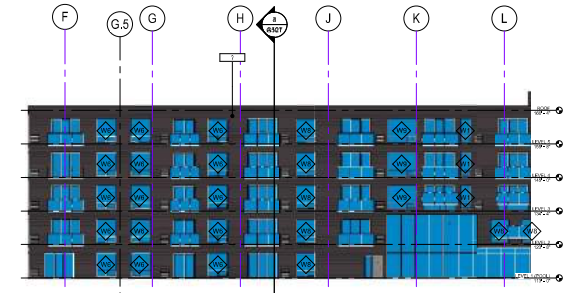
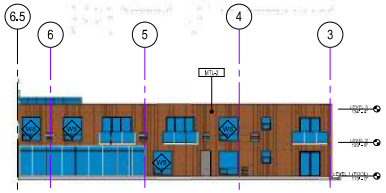
EXTERIOR ELEVATION KEYNOTES

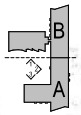
1 A402 COURTYARD ELEVATION - NORTH 1/16" = 1'-0"



2 A402 COURTYARD ELEVATION - EAST 1/16" = 1'-0"



3 A402 COURTYARD ELEVATION - SOUTH 1/16" = 1'-0"



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222 North Second Street
Long & Kees Bldg, Suite 101
Minneapolis, MN 55401
Telephone: 612.339.3752
www.bkvgroup.com
EOE

CONSULTANTS

kimbleco
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Kimley»Horn

PROJECT TITLE

3700 AMERICAN BOULEVARD EAST

ISSUE #	DATE	DESCRIPTION
	02/12/2020	PRELIMINARY DEVELOPMENT PLAN

CERTIFICATION

NOT FOR CONSTRUCTION

DRAWN BY	Author
CHECKED BY	Checker
COMMISSION NUMBER	2307-01

SHEET TITLE

EXTERIOR COURTYARD ELEVATIONS

SHEET NUMBER

A402

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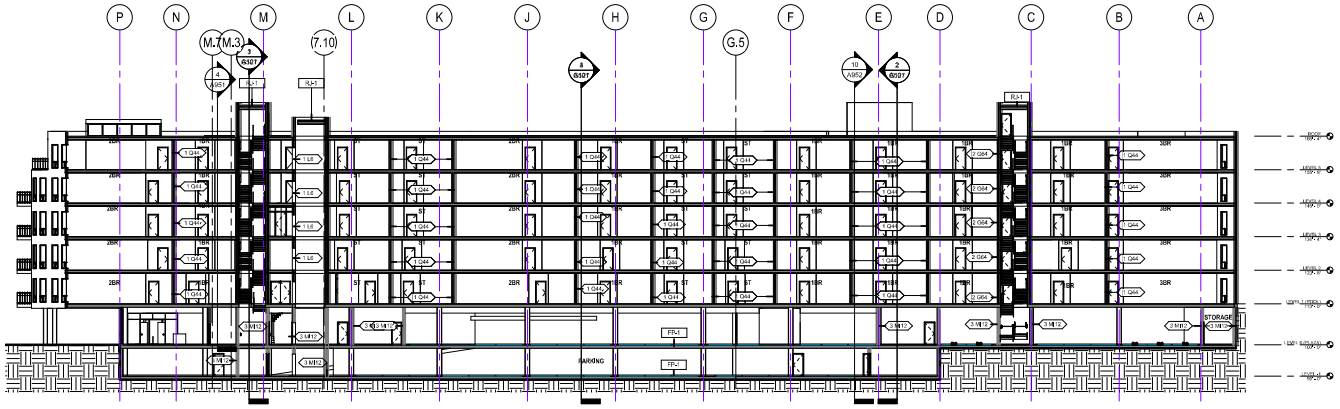
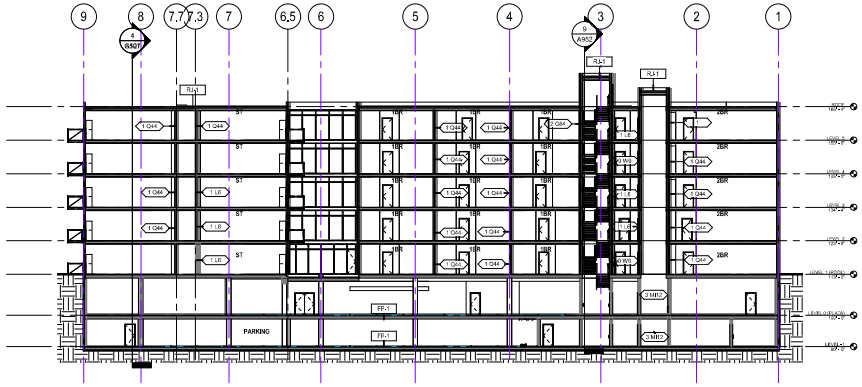


1 A501 NORTH - SOUTH BUILDING SECTION
1/16" = 1'-0"



2 A501 EAST- WEST BUILDING SECTION
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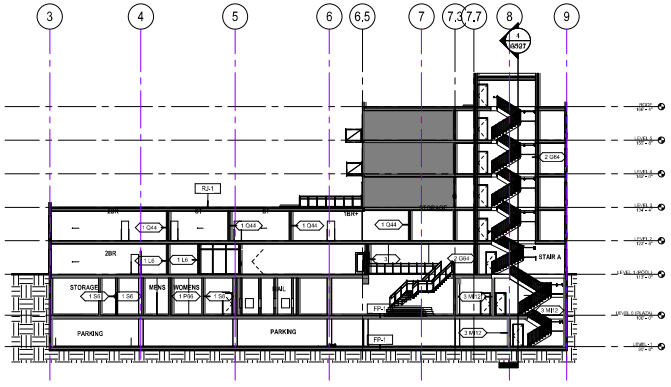

3 A501 EAST - WEST BUILDING SECTION 2
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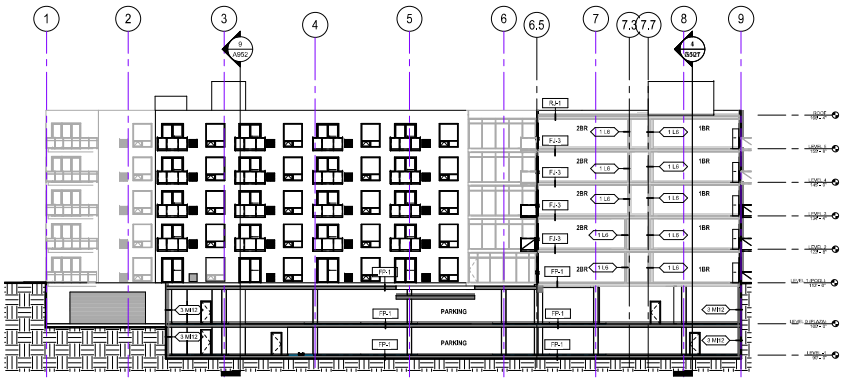

4 A501 PLAZA DECK BUILDING SECTION
1/16" = 1'-0"

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Kimley»Horn

PROJECT TITLE

3700 AMERICAN BOULEVARD EAST

ISSUE #	DATE	DESCRIPTION
	02/12/2020	PRELIMINARY DEVELOPMENT PLAN

CERTIFICATION

NOT FOR CONSTRUCTION

DRAWN BY	Author
CHECKED BY	Checker
COMMISSION NUMBER	2307-01

SHEET TITLE

BUILDING SECTIONS

SHEET NUMBER

A501

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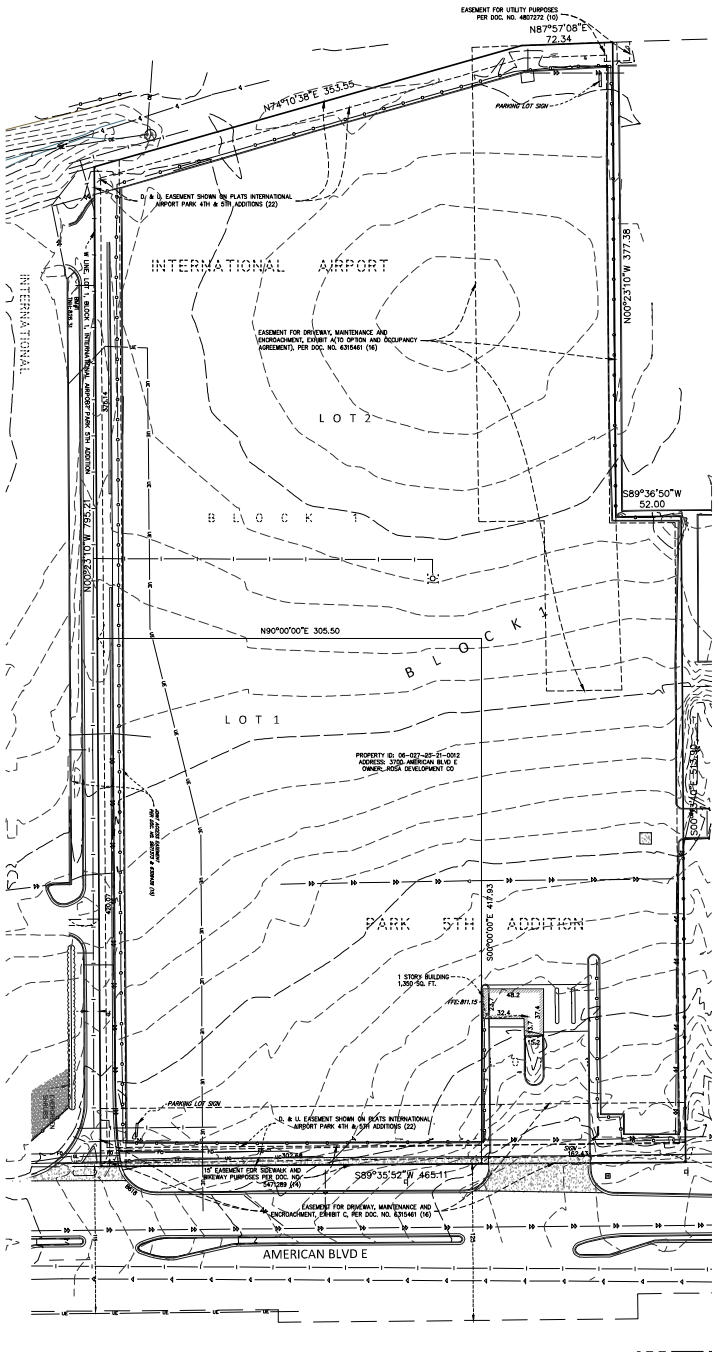
PRELIMINARY PLAT OF ROSA 1ST ADDITION



LEGEND

- FOUND MONUMENT
- FOUND CAST IRON MONUMENT
- FOUND RIGHT-OF-WAY MONUMENT
- SET MONUMENT MARKED LS 44530
- GATE VALVE / HYDRANT
- SANITARY MANHOLE
- CLEAN OUT
- STORM MANHOLE
- STORM CATCH BASIN
- FLARED END SECTION
- TRANSFORMER
- LIGHT
- GUY ANCHOR
- UTILITY POLE
- GUARD POST
- SIGN
- GAS METER
- GAS MANHOLE
- ELECTRIC MANHOLE
- ELECTRIC METER
- TELEPHONE PEDISTAL
- CABLE TV BOX
- COMMUNICATIONS MANHOLE
- BOUNDARY LINE
- RIGHT-OF-WAY LINE
- UNDERLYING / ADJACENT LOT
- TIE LINE
- SECTION LINE
- (100.00) DEED DISTANCE
- WATERMAIN
- SANITARY SEWER
- STORM SEWER
- UNDERGROUND ELECTRIC
- UNDERGROUND TELEPHONE
- UNDERGROUND GAS
- OVERHEAD ELECTRICAL WIRE
- CHAIN LINK FENCE
- WOOD FENCE
- WIRE FENCE
- WETLAND
- RETAINING WALL
- BLOCK RETAINING WALL
- STONE RETAINING WALL
- POND / WATER LINE
- FEMA FLOOD ZONE LINE
- EASEMENT LINE
- SETBACK LINE
- RESTRICTED ACCESS
- TREE LINE
- CONCRETE CURB
- BUILDING LINE
- BUILDING CANOPY
- BITUMINOUS SURFACE
- CONCRETE SURFACE
- DECIDUOUS TREE
- CONIFEROUS TREE
- SPOT ELEVATION
- CONTOUR
- SOIL BORING
- RTGULAR PARKING STALL COUNT
- TRAFFIC MARKERS

DESCRIPTION

Description from title commitment:

Parcel 1:
Lot 1, Block 1, International Airport Park 5th Addition, Hennepin County, Minnesota.

Abstract Property

PROPERTY SUMMARY

TOTAL SITE AREA:	378,124 S.F.
LOT 1:	127,410 S.F.
LOT 2:	250,714 S.F.

SITE SETBACKS

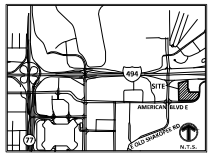
ZONE: HX-R

1. NO MINIMUM BUILDING SETBACK REQUIRED FROM PROPERTY LINES FRONTING PUBLIC STREET.
2. MINIMUM BUILDING SETBACK ALONG A LOT LINE NOT ADJACENT TO A PUBLIC STREET IS 10 FEET, UNLESS THE LOT LINE SEPARATES TWO PORTIONS OF THE SAME SITE, IN WHICH CASE NO MINIMUM BUILDING SET BACK FROM THE INTERNAL LOT LINE IS REQUIRED.
3. BUILDINGS MUST NOT ENCROACH INTO PUBLIC EASEMENTS.
4. TO CREATE AN ACTIVE PEDESTRIAN LEVEL ENVIRONMENT, AT LEAST ONE PUBLIC ENTRANCE TO BUILDINGS WITH GROUND LEVEL RETAIL AND SERVICE MUST BE LOCATED WITHIN 20 FEET OF A PUBLIC STREET, INTERNAL PRIVATE STREET OR MAJOR PEDESTRIAN WAY.

DEVELOPMENT NOTES

1. ALL AREAS ARE ROUNDED TO THE NEAREST SQUARE FOOT.

VICINITY MAP



NORTH
0 1X 2X
SCALE IN FEET

Sambatek
www.sambatek.com
10400 Viking Drive, Suite 550
Eden Prairie, MN 55344
763.476.6010 Main/Fax
763.476.6020 Surveying
Engineering | Surveying | Planning | Environmental

Client
ROSA DEVELOPMENT

334 NE 1st AVENUE
DELRAY BEACH, FLORIDA 33444

Project
3700 AMERICAN BLVD EAST

Location
EAST BLOOMINGTON
3700 AMERICAN BLVD

Certification

Summary
Designed:- Drawn:PLF
Approved:MSS Book / Page:-
Phase:PREPLAT Initial Issued:02/07/2020

Revision History

No.	Date	By	Submittal / Revision

Sheet Title
PRELIMINARY PLAT

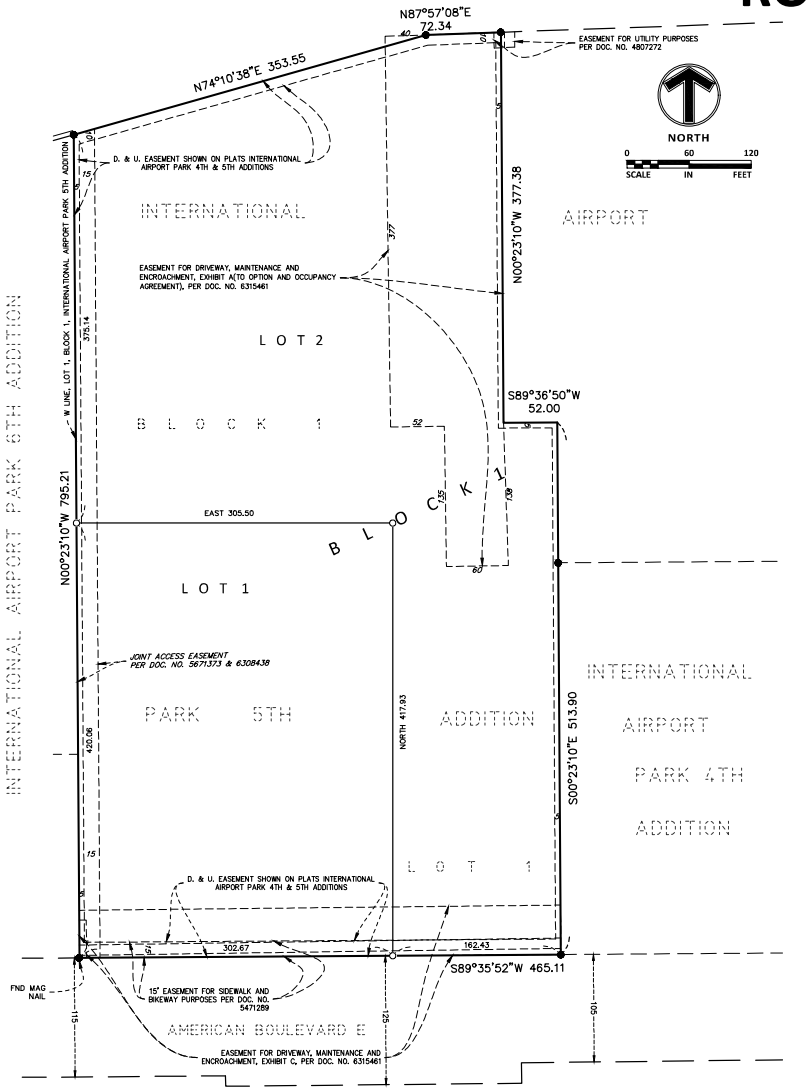
Sheet No. Revision
1/1

Project No. 21730.01

DRAFT

ROSA ADDITION

C.R. DOC. NO. _____



KNOW ALL PERSONS BY THESE PRESENTS: That Rosa Development Company LLLP, fee owner, of the following described property situated in the County of Hennepin, State of Minnesota, to wit:

Lot 1, Block 1, INTERNATIONAL AIRPORT PARK 5TH ADDITION

Has caused the same to be surveyed and platted as ROSA ADDITION, and does hereby grant to the City of Bloomington the easements for drainage and utility purposes as shown on this plat.

In witness whereof said Rosa Development Company LLLP, a Minnesota limited liability limited partnership has caused these presents to be signed by its proper officer this _____ day of _____, 20___.

SIGNED: Rosa Development Company LLLP
By: Rosa Incorporated, a Minnesota corporation, Managing General Partner

By: _____, as President
Kristin Mala Muir

STATE OF _____
COUNTY OF _____
The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by Kristin Mala Muir, President of Rosa Incorporated, a Minnesota corporation, Managing General Partner of Rosa Development Company LLLP, a Minnesota limited liability limited company, on behalf of the partnership.

_____ _____
Notary Public, _____ County, _____ Notary Printed Name
My Commission Expires _____

I Mark R. Salo do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this Plat; and all public ways are shown and labeled on this plat.

Dated this _____day of _____, 20__.

_____
Mark R. Salo, Licensed Land Surveyor,
Minnesota License No. 43933

STATE OF MINNESOTA
COUNTY OF _____
The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by Mark R. Salo, a Licensed Land Surveyor.

_____ _____
Notary Public, _____ County, Minnesota Notary Printed Name
My Commission Expires _____

Bloomington, MINNESOTA

This plat of ROSA ADDITION was approved and accepted by the City Council of Bloomington, Minnesota, at a regular meeting thereof held this _____ day of _____, 20___. If applicable, the written comments and recommendations of the Commissioner of Transportation and the County Highway Engineer have been received by the City or the prescribed 30-day period has elapsed without receipt of such comments and recommendations, as provided by Minnesota Statutes, Section 505.03, Subdivision 2.

City Council, Bloomington, Minnesota

By: _____ Mayor By: _____ Clerk

RESIDENT AND REAL ESTATE SERVICES, Hennepin County, Minnesota
I hereby certify that taxes payable in 20___ and prior years have been paid for land described on this plat, dated this _____ day of _____, 20___.

Mark V. Chapin, County Auditor By: _____, Deputy

SURVEY DIVISION, Hennepin County, Minnesota
Pursuant to Minnesota Statutes Section 383B.565 (1969), this plat has been approved this _____ day of _____, 20___.

Chris F. Mavis, County Surveyor By: _____

COUNTY RECORDER, Hennepin County, Minnesota
I hereby certify that the within plat of ROSA ADDITION was recorded in this office this _____ day of _____, 20___, at _____ o'clock ____ .M.

Martin McCormick, County Recorder By: _____, Deputy

o DENOTES 1/2 INCH BY 14 INCH IRON MONUMENT SET AND MARKED BY LICENSE NO. 43933.

● DENOTES 1/2 INCH IRON MONUMENT FOUND.

THE SOUTH LINE OF LOT 1, BLOCK 1, INTERNATIONAL AIRPORT PARK 5TH ADDITION, IS ASSUMED TO HAVE A BEARING OF SOUTH 89 DEGREES 35 MINUTES 52 SECONDS WEST.

SAMBATEK, INC.
ENGINEERING, PLANNING
AND LAND SURVEYING

SHEET 1 OF 1 SHEETS

GENERAL INFORMATION

Applicant:	Rosa Development Company (owner)
Location:	3700 American Blvd. E.
Request:	Five-year interim use permit for remote airport parking
Existing Land Use and Zoning:	Remote Airport Parking; zoned HX-R (PD) High Intensity Mixed Use with Residential (Planned Development)
Surrounding Land Use and Zoning:	North – Interstate 494 South – Appletree Square hotel/office/residential; zoned CS-1(PD) and CO-1(PD) West and East – Hotels; zoned HX-R
Comprehensive Plan Designation:	South Loop Mixed Use

HISTORY

City Council Action:	02/23/15 – Approved a five-year interim use permit for remote airport parking; approved a variance to increase the interim use permit term from five to 10 years for 3750 American Blvd. E.; and approved a 10-year interim use for a remote airport parking facility at 3750 American Blvd. E. (Case 9250ABC-14).
City Council Action:	08/03/09 – Denied variance requesting ability to have a 10 year interim use permit. Denied request for 10-year interim use permit. Approved a five-year interim use permit for remote airport parking, expiring July 1, 2014 (Case 9250AB-09).
City Council Action:	04/25/05 – Rezoned the site to the HX-R Zoning District where remote airport parking is allowed only as an interim use.
City Council Action:	04/21/03 – Reclassified remote airport parking as an interim use in the CS-1 Zoning District.
City Council Action:	09/23/02 – Approved a revised final development plan to change the sunset date for the remote airport parking use in Condition #9 from 2004 to 2009 (a five-year extension) (Case 9250B-94).

City Council Action:	03/24/94 – Approved revised preliminary development plan for the site and approved a final development plan for parking structure with a sunset date for the remote airport parking use (Case 9250A-94).
City Council Action:	03/30/92 – Rezoned site to apply the planned development overlay district, approved a temporary conditional use permit and adopted a preliminary development plan with a sunset date for the remote airport parking use (Case 9250B-91).
City Council Action:	11/18/91 – Approved three-year temporary conditional use permit for remote airport parking (Case 9250A-91).
City Council Action:	08/08/88 – Approved three-year temporary conditional use permit for remote airport parking (Case 9250B-88).
City Council Action:	11/24/86 – Adopted ordinance amending City Code to allow remote airport parking as a temporary conditional use in the CS-1 and CO-1 zoning districts.

CHRONOLOGY

Planning Commission	02/28/2019 – Continued to the March 21, 2019 meeting
Planning Commission	03/21/2019 – Continued to the April 4, 2019 meeting
Planning Commission	04/04/2019 – Recommended City Council approval of the IUP, subject to the conditions attached to the staff report.
City Council	04/15/2019 – Council review (Development Business)

DEADLINE FOR AGENCY ACTION

Application Date:	01/09/19
60 Days:	03/10/19
120 Days:	05/09/19
Applicable Deadline:	**06/11/19 (Extended by applicant)**
Newspaper Notification:	Confirmed – (02/14/19 Sun Current – 10 day notice)
Direct Mail Notification:	Confirmed – (500 foot buffer – 10 day notice)

STAFF CONTACT

Mike Centinario, Planner
(952) 563-8921
mcentinario@BloomingtonMN.gov

PROPOSAL

The applicant is requesting a five-year interim use permit (IUP) for remote airport parking at 3700 American Boulevard East, an approximately 8.7 acre site in the City's South Loop District. Accompanying the IUP request are development "milestones" that establish a timeline for permanent, phased development for the site. Those milestones were included in the applicant's project description and would be included within a development agreement recorded against the property.

According to the applicant's project description, the 12.2 acre Park N Fly site consists of a surface parking lot with 1,063 parking spaces and a four-story parking structure containing approximately 1,000 parking spaces. In 2015, the City Council approved a five-year IUP for remote airport parking on the surface lot (3700 American Blvd.) which expires on July 1, 2019. A ten year IUP was approved for remote airport parking within the adjacent parking ramp at 3750 American Blvd. East along with a variance to allow for an IUP to be issued for more than five years. No physical changes are proposed with this application.

BACKGROUND

Remote airport parking at this site was not allowed under the Bloomington Zoning Ordinance until 1986 and since that time has been allowed only as a temporary/interim use. All approvals for the remote airport parking use at this site have included sunset dates. The remote airport parking surface lot at 3700 American Blvd. E. was developed in 1988 after being granted a three-year temporary conditional use permit, which was renewed for an additional three years in 1991. The City Council's conditions of approval attached to the three-year temporary conditional use permit in 1988 stated that "the applicant shall covenant in the development agreement that only one renewal period of up to three years shall be applied for upon expiration of this temporary conditional use permit." The City Council's conditions of approval attached to the three-year temporary conditional use permit renewal in 1991 stated that "it is not the intent of the City at this time to recommend a subsequent renewal of a temporary conditional use permit for a remote airport parking lot beyond this renewal of a three-year temporary conditional use permit."

In 1992, a preliminary development plan (PDP) was approved for a phased development. The PDP included the parking structure that currently exists on the site and a future 250,000 square foot office building. Once the office building was constructed, the parking ramp would be used to service the office building. In the interim period, the ramp was allowed to be used for remote airport

parking on a temporary basis. A clear sunset date for the remote airport parking use was attached to the City Council's approval via Condition #9, "if the developer has not begun construction (obtained a building permit) of an office building, or other development subsequently approved by the City Council, on the site prior to April 1, 2002, the conditional use permit for remote airport parking use of the premises shall expire, and the operator shall cease use of the premises for remote airport parking by July 1, 2002."

On March 21, 1994 the City Council approved a revised PDP for a phased office tower and structured parking facility and a final development plan (FDP) for the parking structure subject to a number of conditions. The City Council amended Condition #9 (see above) to change the sunset date for the remote airport parking use from July 1, 2002 to July 1, 2004. The structured parking ramp was later constructed, but the office building has still not been constructed today.

In 2002, facing the 2004 sunset date on the remote airport parking use on the site, the applicant applied to amend the sunset date condition of approval to add an additional 10 years. The City Council partially denied the request and approved a five-year extension to the sunset date, extending the sunset date to July 1, 2009.

After 2002, remote airport parking was reclassified as an "interim" use rather than a "temporary conditional use." Facing the sunset date on the remote airport parking use on the site in 2009, the applicant applied for an IUP for remote airport parking at the site. The applicant requested a variance to allow a ten-year IUP. The City Council denied the variance request, but granted partial approval through a five year IUP to expire July 1, 2014.

In 2014, the applicant applied for a five-year IUP for the surface lot, a variance to allow a 10-year IUP for the parking structure, and a 10-year IUP for the parking structure. The City Council ultimately approved the IUPs and the variance, subject to a condition requiring a development agreement where the applicant acknowledges that remote airport parking is a temporary use and that the City of Bloomington is under no obligation to approve future IUPs for remote airport parking. The agreement did not remove the applicant's ability to apply for future IUPs, which they have done for the surface parking lot.

ANALYSIS

Zoning Designation

The property has a base zoning district of HX-R, High Intensity Mixed Use with Residential. Remote airport parking is allowed only as an Interim Use within the zoning district. IUP requests are limited to a five year maximum duration unless a variance is issued. The applicant is requesting the maximum five years that could be granted under the ordinance for the surface lot located at 3700 American Boulevard.

The HX-R district, consistent with the South Loop District Plan's vision, includes minimum development intensity standards, requires the inclusion of residential uses, and restricts surface parking. The purpose of the HX-R Zoning District is to provide for high intensity employment, hospitality, and residential uses in areas close to frequent transit service. The district is intended to avoid under-utilization of the small supply of land in Bloomington that lies within one half mile of high frequency mass transit service, such as LRT, and provide a pedestrian oriented environment. Remote airport parking does not contribute to creating a vibrant, dense, pedestrian-friendly environment and is contrary to the South Loop District Plan and Comprehensive Plan.

Timeliness of Development

Opening in 1988, the Park N Fly remote airport parking facility has been in existence for over 30 years as a "temporary" or "interim" use. Staff believes the time has come to phase out the remote airport parking use so that permanent development will move forward on the site. There are three primary reasons to begin that transition at this time:

Strong Market Demand. The region in general, as well as Bloomington specifically, is experiencing strong demand for multi-family residential development. Along 34th Avenue, both the Indigo and Reflections projects have been well received by the market. Another large project, The Fenley, is under construction. Recently, a steady stream of residential developers have approached the City actively seeking additional sites for multi-family development. Many of those developers have expressed strong interest in this portion of the South Loop District given its proximity to light rail transit, the National Wildlife Refuge and river valley, the international airport and the Mall of America.

Opportunity Zone Designation. The Investing in Opportunity Act of 2017 established Opportunity Zones that afford tax advantages for development in certain Census Tracts. The South Loop District was designated as an Opportunity Zoning in 2018. Generally speaking, the tax advantage entails deferral of capital gain taxes if those gains are reinvested in a qualifying investment. If the investment is held for ten years, all capital gains on the investment are waived. This economic development tool increases returns on major investment, such as real estate development. The Opportunity Zone designation creates added incentive to develop within the South Loop District. Because the Opportunity Zone designation is not permanent, the benefits available today may be gone in five years.

Added Airport Parking Supply. Minneapolis-St. Paul International Airport (MSP) is making major investments at both terminals. One of these major investments includes a parking structure at Terminal 1. Within the new parking structure, 3,700 additional parking spaces will come online in the spring of 2020 and 1,300 additional parking spaces will come online in the spring of 2021. The introduction of new parking at MSP will reduce demand for off-airport parking.

Development Timeline

A City Code stated IUP purpose is to "Ensure that temporary uses remain temporary in nature." One of the required findings is that the date or event that will terminate the use has been identified with certainly. Taking advantage of strong market demand, the Opportunity Zone designation and recognizing potential reduced demand for off-airport parking, the applicant has proposed transitioning the remote airport parking use to permanent development over time. In consultation with City staff, the applicant proposes a development timeline with a series of milestones. At 8.7 acres, it is unlikely the property owner would be able to develop the entire surface parking lot simultaneously, so the applicant is proposing a phased approach. A five-year IUP would remote airport parking to continue on the remainder of the site until July 1, 2024 while construction and occupancy of Phase 1 takes place.

The timeline initiates the selection, design, entitlement process, and construction of a three to four acre Phase 1 in compliance with zoning standards. Generally, the development timeline would be:

1. Select Phase 1 site boundaries by August 1, 2019;
2. Submit a conceptual master plan (Preliminary Development Plan) by October 31, 2019;
3. Submit a complete application for the Preliminary Development Plan and Final Development Plan for Phase 1 by December 31, 2019;
4. Submit permit applications for construction by June 1, 2020;
5. Commence construction by September 1, 2020.

Phase 1 would encompass three to four acres, leaving the bulk of the site to remain remote airport parking on an interim basis. Staff supports phased development, provided there is progress towards permanent development on the site. The development milestones represent that progress, which would result in a development under construction by September 2020. Allowing remote airport parking while the site is developed in phases represents a balance between the City's desire for permanent uses that further the City's vision for the South Loop District and the property owner's desire to retain revenue generating uses for the remainder of the site.

Along with flexibility, though, there must be an enforcement mechanism. Within the draft terms of the agreement, the applicant's failure to meet the milestones identified in the agreement would result in the termination of the IUP. The agreement establishes a written process by which the property owner would be notified of their failure to perform and the window to make corrective measures.

Status of Enforcement Orders

There are no open enforcement orders for the subject property.

FINDINGS

Required Interim Use Permit Findings - Section 21.501.05(e)(1-6)

Required Finding	Finding Outcome/Discussion
(1) The proposed use will not delay permanent development of the site	**Finding Made** – Provided development milestones are met, continuing the interim remote airport parking use on a portion of the site will not delay permanent development of the site.
(2) The proposed use will not adversely impact implementation of the Comprehensive Plan or adopted district plan for the area	**Finding Made** – The Comprehensive Plan's and South Loop District Plan's long term vision for the site and surrounding area is to create a high-density, mixed use, pedestrian oriented development. While permanent remote airport parking on the site would adversely impact implementation of the Comprehensive Plan and South Loop District Plan, the phased elimination of remote airport parking to allow permanent development supports that implementation.
(3) The proposed use will not be in conflict with any provisions of the city code on an ongoing basis	**Finding Made** – The HX-R zoning district specifically restricts remote airport parking to being an interim use within the district. Permanent use of the site for remote airport parking would be in conflict with the HX-R zoning district. Phased development within the large site is consistent with the intent of the IUP.
(4) The proposed use will not be injurious to the surrounding neighborhood or otherwise harm the public health, safety and welfare	**Finding Made** – The use has not adversely impacted nearby properties in the past and there is no reason to expect adverse nuisance impacts during an extended interim period.
(5) The date or event that will terminate the use has been identified with certainty	**Finding Made –** The five-year IUP will terminate on July 1, 2024 or if the property owner fails to meet development milestones outlined in the Development Agreement.
(6) The property on which the use is situated has no open enforcement orders and there are no nuisance characteristics associated with the property or its current use	**Finding Made –** There are currently no enforcement actions, outstanding code violations, or nuisance characteristics on the site.

RECOMMENDATION

The Planning Commission and staff recommend approval via the following motion:

In Case PL2019-11, having been able to make the required findings, I move to approve the request for a five-year interim use permit for remote airport parking at 3700 American Blvd. E., subject to the conditions attached to the staff report.

ITEM 2 **7:20 p.m.**	**CASE:**	PL2020-28
	APPLICANT:	Rose Development Company (owner)
	LOCATION:	3700 and 3750 American Blvd. E.
	REQUEST:	1) Major revision to preliminary development plans for a multi-phase planned development at 3700 American Boulevard E.; 2) Final development plans to convert a portion of a Park N Fly remote airport parking facility into a six-story, 183-unit apartment building; 3) Preliminary and Final Plat to subdivide 3700 American Boulevard E. into two lots; and 4) Platting variance to defer park dedication fees for future phases.

SPEAKING FOR THE APPLICANT:

Julie Kimble, 3673 Lexington Avenue, Arden Hills, MN 55126

PUBLIC HEARING DISCUSSION:

Centinario provided the subject property location and surrounding uses. Phase I of the proposal includes a 183-unit apartment building. Other phases would include additional multi-family residential buildings and a hotel. The applicant is seeking a deviation over the full site from 1.5 minimum FAR to 1.2 FAR. Staff is supportive of the deviation considering the existing zero FAR and multi-phase project. The applicant is proposing a plaza in the yard between the building and American Boulevard, although the final design has not been completed. The applicant intends to comply with the City Code requirements. The Public Works department expressed some concerns with the design of the drop off area with the existing Park N Fly operations. The landscaping plan meets the standards. The applicant is seeking OHO incentives for exterior material allowances, parking, storage space and parking deviation. The OHO allows up to 30% deviation for parking. The applicant is proposing a 28% parking deviation, which is less of a deviation than what OHO allows. The applicant is proposing a platting variance to defer park dedication for future phases of the development. Staff believes it is a reasonable request and it meets the platting variance findings.

Solberg asked about the drop off area concerns.

Centinario stated staff are not opposed to the drop off area. The concerns are related to the design and traffic impacts.

Solberg asked about the exterior materials and if the drive aisle on the east side is considered a street side.

Centinario stated the south elevations facing American Boulevard would consist of higher quality materials including glass and panels. The fire lane on the east side and the shared driveway on the west are not considered streets, so the north, east and west elevations are allowed increased secondary materials through OHO incentives, including fiber cement. The applicant is compliant through the OHO incentives.

Solberg asked if there is a barrier requirement between the driveway access to the underground parking for the Phase I apartment building and the sidewalk.

Centinario noted staff did not include a condition regarding a barrier. There is minimal grade difference and staff did not believe it warranted a condition of approval, although a barrier between on top of the driveway retaining wall is a good idea.

Solberg asked about the distance from the facility to the nearest transit stop.

Centinario stated from the lobby entrance to the northbound LRT platform is 900 feet walking distance. To the southbound LRT platform, it is about 1,000 feet.

Goodrum asked if the structured parking is needed.

Centinario mentioned the parking ratio per unit is 1.3 structured parking spaces per unit. He believed it is appropriate given the transit proximity.

Goltzman asked about the affordability component and if the affordable units are dispersed throughout the building.

Centinario stated the building is proposed to be 20% affordable or 37 units. They must be dispersed throughout the building.

Korman asked where the school bus stop would be located.

Centinario stated staff did a fire truck auto-turn analysis but not for a school bus. Staff noted the comment.

Julie Kimble stated the plaza area is still being designed and is under review. The applicant is confident they will be able to redesign the drop off area to meet City needs. They are looking at ways to optimize the connection to the Wildlife Refuge and trails. A consultant deemed the parking proposed is the minimum. They do not want to go lower than what is proposed. The project could be delayed due to the COVID-19 pandemic.

Goltzman asked the applicant if the affordable units will be dispersed.

Kimble stated the units will be dispersed and the location is noted in their application.

Korman asked about the amenities.

Kimble noted there will be a pool, club room, makerspace, co-working space, fitness facility, bike storage and repair area, play areas and outdoor dog park.

Kroman asked if there will be an outdoor play area for children.

Kimble noted there will be greenspace on the east and west sides.

Albrecht asked how the new development will interact with the adjacent parking facility.

Kimble noted the impact is unknown at this time and the market and saturation of autonomous vehicles in the future will ultimately determine what the impacts will be.

Albrecht mentioned the Code would allow a building taller than six stories in this location. She asked the applicant why they proposed a six-story building.

Kimble stated the increased construction costs of a building greater than six stories would outweigh the rents. The pro forma did not allow for a taller building.

The public hearing was closed via a motion.

Bennett stated she supports the application.

Goodrum stated the project has many site plan conditions. The request goes to City Council for final approval. He supported the application.

Goltzman mentioned the green space is visually appealing and has a well thought out design. The parking deviation is high but there is nearby transit and pedestrian access. The amenities are appealing. The proposal will attract people to Bloomington.

Korman stated the proposal will provide families with recreational opportunities. She supported the proposal.

Rohman stated the proposal is well designed. The OHO incentives and deviations requested is reasonable.

Albrecht stated she would have liked to see a taller height but understands the cost constraints. The design and layout is well thought out. The platting variance request is reasonable.

Solberg stated he is supportive of the platting variance request. The development is thoughtful and provides many amenities to the South Loop. The parking deviation is reasonable considering it is a large parking lot currently.

The item moves to City Council on April 6, 2020.

ACTIONS OF THE COMMISSION:

M/Goltzman, S/Rohman: To close the public hearing. Motion carried 7-0.

M/Albrecht, S/Korman: In Case PL2020-28, having been able to make the required findings, I move to recommend City Council approval of a major revision to preliminary development plans for a multi-phase planned development at 3700 and 3750 American Boulevard E. and final development plans to convert a portion of the Park ‘N Fly remote airport parking facility into a six-story, 183-unit apartment building located at 3700 American Blvd. E., subject to the conditions and Code requirements attached to the staff report.
Motion carried ?-?.

M/Goltzman, S/Rohman: In Case PL2020-28, having been able to make the required findings, I move to recommend City Council approve the preliminary and final plat and adopt a resolution approving the final plat for ROSA ADDITION, subject to the conditions and Code requirements attached to the staff report.
Motion carried 7-0.

M/Korman, S/Goltzman: In Case PL2020-28, having been able to make the required findings, I move to recommend City Council adopt a resolution approving a platting variance to defer park dedication fees for future development phases to the time of building permit issuance of those phases.
Motion carried 7-0.

RECOMMENDED CONDITIONS OF APPROVAL:

Preliminary Development Plan Conditions of Approval

1.	Ongoing	Park dedication must be satisfied for Phase I of the planned development. Park dedication for future phases must be satisfied prior to the issuance of a building permit for that development phase.
2.	Ongoing	The floor area ratio (FAR) for the entire planned development must be equal to or greater than 1.2.

Final Development Plan Conditions of Approval

1.	Prior to Permit	A Site Development Agreement, including all conditions of approval, must be executed by the applicant and the City and must be properly recorded by the applicant with proof of recording provided to the Director of Community Development.
2.	Prior to Permit	A Public Plaza Development Agreement, including access, programming, and design considerations, must be executed by the applicant and the City and must be properly recorded by the applicant with proof of recording provided to the Parks and Recreation Director.
3.	Prior to Permit	Development must comply with Lower Minnesota River Watershed District standards.
4.	Prior to Permit	The Director of Parks and Recreation must approve the public plaza design.
5.	Prior to Permit	Sewer Availability Charges (SAC) must be satisfied.
6.	Prior to Permit	Access, circulation, drop-off area and parking plans must be approved by the City Engineer and Fire Marshal.
7.	Prior to Permit	An erosion control surety must be provided (16.08(b)).
8.	Prior to Permit	Landscape plan must be approved by the Planning Manager and landscape surety must be filed (Sec 19.52).
9.	Prior to Permit	Parking lot and site security lighting plans must be revised to satisfy the requirements of Section 21.301.07 of the City Code.
10.	Prior to Permit	Utility plan showing location of existing and proposed water main and fire hydrant locations must be approved by the Fire Marshal and Utilities Engineer (City Code Sec. 6.20, Minnesota State Fire Code Sec. 508).
11.	Prior to Permit	Exterior building materials must be approved by the Planning Manager (Sec. 19.63.08).

12.	Prior to Permit	A National Pollutant Discharge Elimination System (NPDES) construction site permit and a Storm Water Pollution Prevention Plan (SWPPP) must be provided if greater than one acre is disturbed (State of MN and Federal regulation).
13.	Prior to Permit	Storm Water Management Plan must be provided that demonstrates compliance with the City's Comprehensive Surface Water Management Plan. A maintenance plan must be signed by the property owners and must be filed of record with Hennepin County.
14.	Prior to Permit	A Minnesota Department of Health (MDH) watermain review and approval must be obtained or notification from MDH that this permit is not required must be submitted to the City (State of MN).
15.	Prior to Permit	Federal Aviation Administration review is required through the 7460 airspace analysis process.
16.	Prior to Permit	Grading, Drainage, Utility and Erosion Control plans must be approved by the City Engineer.
17.	Prior to C/O	Buildings must meet the requirements of the Minnesota State Fire Code Appendix L (Emergency Responder Radio Coverage) adopted through City Ordinance to have approved radio coverage for emergency responders based upon the existing coverage levels of the public safety communication systems.
18.	Prior to Permit	The properties must be platted per Chapter 22 of the City Code and the approved final plat must be filed with Hennepin County prior to the issuance of any permits (22.03(a)(2)).
19.	Prior to C/O	Sidewalk must be installed along American Blvd. E. at the developer's expense (Section 21.301.04(b)(1)).
20.	Prior to C/O	Prior to occupancy, life safety requirements must be reviewed and approved by the Fire Marshal.
21.	Ongoing	All construction stockpiling, staging and parking must take place on site and off adjacent public streets and public right-of-way.
22.	Ongoing	Bicycle parking spaces must be provided and located on site as approved by the City Engineer.
23.	Ongoing	Poured-in-place concrete curbs must be provided on the perimeter of parking lots and traffic islands (Sec 19.64).
24.	Ongoing	All trash and recyclable materials must be stored inside the principal building (Sec. 21.301.17).
25.	Ongoing	All rooftop equipment must be fully screened (Sec. 19.52.01).
26.	Ongoing	Signs must be in compliance with the requirements of Chapter 19, Article X of the City Code and Uniform Design Plan.
27.	Ongoing	Alterations to utilities must be at the developer's expense.
28.	Ongoing	Fire lanes must be posted as approved by the Fire Marshal (MN State Fire Code Sec. 503.3).
29.	Ongoing	Building must be provided with an automatic fire sprinkler system as approved by the Fire Marshal (MN Bldg. Code Sec. 903, MN Rules Chapter 1306; MN State Fire Code Sec. 903).

Final Plat Conditions of Approval

1. A title opinion or title commitment that accurately reflects the state of title of the property being platted, dated within 6 months of requesting City signatures, must be provided.
2. A consent to plat form from any mortgage company with property interest must be provided.

3. Park dedication must be satisfied for Phase I. Park dedication for future phases must be satisfied prior to the issuance of a building permit for that development phase.
4. A public sidewalk and bikeway easement must be provided along the frontage of American Blvd. E. as approved by the City Engineer.
5. Public drainage and utility easements must be provided as approved by the City Engineer.
6. Vacation of existing drainage and utility easement is recommended upon the dedication of new drainage and utility easements on the new plat.
7. The property must be platted per Chapter 22 of the City Code and the approved final plat must be filed with Hennepin County prior to the issuance of footing and foundation or building permits (22.03(a)(2)).

Development Review Committee
Approved Minutes

Development Application: #PL202000028
Mtg Date: February 25, 2020
McLeod Conference Room
Bloomington Civic Plaza, 1800 West Old Shakopee Road

Staff Present:

Brian Hansen (Eng., Chair) 952-563-4543
Rozlyn Tousignnant (Eng.) 952-563-4627
Bobby Wotherspoon (Fire Prev) 952-563-8966
Duke Johnson (Bldg. & Insp) 952-563-8959
Tim Kampa (Utilities) 952-563-8776
Megan Rogers (Legal) 952-563-4889
Jason Schmidt (Port Authority) 952-563-8922
Cheri Shoquist (HRA) 952-563-8946
McCarthy (Fire Prev, Chair) 952-563-8965
Jason Heitzinger (Assessing) 952-563-4512
Erik Solie (Env. Health) 952-563-8978
Mike Thissen (Env. Health) 952-563-8981
Michael Centinario (Planning) 952-563-8921
Glen Markegard (Planning) 952-563-8923
Emma Struss (Sustainability) 952-563-4862

Project Information:

Project	Park 'N Fly Residential
Site Address	3700 American Boulevard East
Plat Name	INTERNATIONAL AIRPORT PARK 5TH ADDN
Project Description	Major revisions to preliminary development plans for a multi-phase planned development at 3700 American Blvd. E; final development plans to convert a portion of the Park N Fly remote airport parking facility into a six-story, 183 unit apartment building; and a preliminary and final plat to subdivide 3700 American Blvd. E. into two lots
Application Type	Preliminary Development Plan Final Development Plan Preliminary and Final Plat - Type III Platting variance
Staff Contact	Mike Centinario – (952) 563-8921 mcentinario@bloomingtonmn.gov
Applicant Contact	Julie A Kimble –(612) 670-8552 juliekimble@kimbleconsult.com
PC	March 19, 2020
CC (tentative)	April 6, 2020

NOTE: All documents and minutes related to this case can be viewed at www.blm.mn/plcase, enter the permit number, "PL202000028" into the search box.

Guests Present:

Name	Email
Mitchell Cookas	Mitchell.cookas@kimley-horn.com
Tom Erikson	terickson@bkvgroup.com
Chris Ehalt	chrisehalt@weisbuilders.com
Robert Ewert	rewert@bkvgroup.com
Julie Kimble	juliekimble@kimbleconsult.com

Introduction:
Applicant is seeking approval for major revision to an existing preliminary development plan, final development plan for a 183-unit apartment building, preliminary and final plat to subdivide 3700 American Blvd East into two lots, and platting variance to defer park dedication for future development phases.

Discussion/Comments:

Please review the comment summary and plans for mark-up comments as all the comments are not discussed at the meeting.

- Jason Heitzinger (Assessing):
  - Heitzinger noted that Phase I of the project will trigger a Park Dedication fee of approximately $280,000.
- Erik Solie (Environmental Health):
  - No comment.
- Duke Johnson (Building and Inspection):
  - No comment.
- Laura McCarthy (Fire Prevention):
  - McCarthy addressed the entrance and exit on the east side of the building for emergency vehicle access.
  - McCarthy noted that the several hydrants on the property that may not be accessible, asking the applicant to review the placement of these hydrants.
  - See marked-up plans for additional comments.
- Brian Hansen (Engineering) provided the Public Works comments and noted the following:
  - Hansen explained that the Engineering Traffic group has review the median separation and have determined that the current illustration on the plans are acceptable.
  - Hansen stated that staff would not approve of the current plans for the drop-off site, suggesting the applicant revise the plans.
- Tim Kampa (Utilities):
  - Kampa noted that several water and sewer services are not illustrated in the plans, some of these services are within the construction zone.
  - Kampa shared that the applicant should capture all storm water before it enters into the proposed parking ramp.
  - Kampa reminded the applicant that the City requires hydrants to be placed within 50 feet of the FDC and must be accessible to Fire Engines.
    - Kampa went further to explain that the hydrants on the applicant's proposal have 8" valves while Bloomington hydrants/service typically use 6" valves.
  - Kampa explained that the sewer service shown on the plans is approximately 50 years old, the applicant may wish to have it evaluated to ensure the quality and condition of the service.
- Megan Rogers (Legal):
  - No comment.
- Jason Schmidt (Port Authority):
  - Schmidt requested that the applicant reflect any changes to the site plans.

- Cheri Shoquist (HRA):
    - No comment.
- Mike Centinario (Planning):
    - Centinario requested the applicant provide a footprint and plans of the office tower on top of the existing parking structure if the applicant is intending on retaining the preliminary development plan entitlement on 3750 American Blvd. E.
    - Centinario noted that the applicant is showing approximately a 28% reduction in parking; the project qualifies for up to a 30% reduction in parking so a parking study is not required.
    - Centinario shared that based on the current information, the applicant will not need an airport permit; however, the applicant will need to be mindful of FFA No Hazard Determination requirement.
    - Centinario requested that the applicant provide an exterior material breakdown on the elevation drawings.

Comment Summary

Application #: PL2020-28

Address: 3700 AMERICAN BLVD E, BLOOMINGTON, MN 55425

Request: **Major revision to preliminary development plans for a multi-phase planned development at 3700 American Boulevard East; final development plans to convert a portion of the Park 'N Fly remote airport parking facility into a six-story, 183-unit apartment building; a preliminary and final plat to subdivide 3700 American Boulevard East into two lots; and a platting variance to defer park dedication fees for future phases.**

Meeting: Post Application DRC - February 25, 2020
Planning Commission - March 19, 2020
City Council (tentative) - April 06, 2020

NOTE: All comments are not listed below. Please review all plans for additional or repeated comments.

Planning Review Contact: Mike Centinario at mcentinario@BloomingtonMN.gov, (952) 563-8921

1) In addition to the sidewalk and bikeway easement meet the minimum width along public right-of-way, it should also encompass where the sidewalk/bikeway will physically be located. Adjustments are necessary along American Blvd. E.
2) Consider continuing sidewalk to the north property line and include a gate. If the affordability component changes and the "by-right" parking reduction is reduced, staff will be recommending that Proof of Parking be included. Residents would need to have access to surface parking proposed to be part of the remote airport parking portion of the site.
3) When adding surface parking stalls, the parking ratio is about 1.43 stalls per unit.

   Although the Affordable Housing Plan is under review, meeting the 9% very low income standard would afford the development a "by-right" 30% parking reduction. Currently, the proposed parking constitutes about a 28% reduction.
4) Include the office tower footprint, GFA, and FAR on the PDP graphic as currently approved.
5) Please work with planning on double checking the floor area calculations.
6) Property must be platted per Chapter 22 of the City Code and the approved plat recorded at Hennepin County prior to the issuance of a foundation or building permit.
7) Show location of a bike rack and bike rack detail on the plan - within and outside the building.
8) All rooftop equipment must be screened equal to the height of the equipment. (Section 21.301.18)
9) Interior trash and recycling must be provided.
10) The maximum allowable height is dictated by FAA height limits. The building is well under the height limits. A construction crane up to 150 feet is permitted without the need for an Airport Zoning Permit. Regardless of whether or not an Airport Zoning Permit is needed, an FAA No Hazard Determination will be needed for the building and temporary construction crane.

11) The project is not required to meet additional noise attenuation requirements in Section 21.301.12 of the City Code. Given elevated noise due to the airport, however, consider additional noise attenuation beyond standard building practices.
12) Notwithstanding Opportunity Housing Ordinance incentives, exterior materials must meet Section 19.63.08. Brick, stone, stucco, glass, and architectural concrete are permitted exterior materials. Metals may be permitted, subject to Planning Manager review. Materials such as EIFS and fiber cement siding are limited to 15% of each building elevation.

    The street facing elevation is compliant with materials standards, subject to review of the metal panels and stucco acrylic finish. Although precise percentages for the non-street side elevations were not provided, they appear to be compliant with OHO incentive where 75% of the elevation may be clad with a secondary exterior material.
13) A 50% reduction in storage units is permitted through OHO. Therefore, 92 storage units are required. Multiple storage areas are depicted, but it is not clear how many storage units are proposed. Given the bike storage inside the building, the minimum dimensions are 3 by 4 foot horizontal, 4 foot vertical, with a 96 cubic foot volume. They may be stacked.
14) The landscaping quantity exceeds City Code requirements. Prior to the issuance of a building permit, a landscape surety must be provided to the City equal to $0.50 per square foot developable area. The City will retain that surety for one full growing season following planting and inspection.
15) Structured and surface parking lots and exterior security lighting must meet Section 21.301.07. A minimum of 1.0 foot-candles is required on the surface parking area. The structured parking surface must include a 3.0 footcandle minimum. See City Code Section 21.301.07.
16) For the preliminary development plan (PDP), select the use/uses you envision for each subsequent phase. With the range of potential uses identified for future phases, staff is not able to adequately analyze utility, transportation, and parking needs.
17) Incorporate parallel parking bump-outs at the ends of parallel parking areas.

Building Department Review Contact: Duke Johnson at djohnson@BloomingtonMN.gov, (952) 563-8959

Fire Department Review Contact: Laura McCarthy at lmccarthy@BloomingtonMN.gov, (952) 563-8965

1) Hydrant coverage shall be provided within 50' of the FDC and within 150' of all portions of the structure.
2) Provide adequate turning radius for BFD Ladder 3 for all emergency vehicle access lanes.
3) Provide for the new structure and maintain for existing structures emergency vehicle access throughout the property.
4) Provide hydrant coverage accessible from the parking area.
5) Accessibility?
6) Ensure the proposed landscaping doesn't interfere with access to the building.
7) Hose valves shall be provided throughout the lower level of the parking garage within 130' of all areas of the garage if dry standpipe or within 200 feet if installing a wet standpipe
8) Access shall be provided to/from all stairwells on all floors and parking levels.
9) Emergency responder radio coverage meeting the requirements of appendix L in the 2015 MSFC shall be provided throughout the property and within the structures.
10) Standpipe coverage/hose valves shall be located in stairwells and within 200' of all areas.
11) Standpipes requirement in all stairwells and hose valves shall be located at the floor landing
12) Fire alarm and annunciator panels and Knox box locations to be determined by the Fire Prevention Division. This project may require multiple panels and Knox boxes.
13) Building/property shall be adequately signed for emergency response.
14) Balconies required to sprinklered unless non-combustible deck material and siding used.

Public Works Review Contact: Brian Hansen at bhansen@BloomingtonMN.gov, (952) 563-4543

Construction/Infrastructure Review Contact: Brian Hansen at bhansen@BloomingtonMN.gov, (952) 563-4543

1) In addition, the contractor shall notify Bloomington Environmental Health Division at 952-563-8934 if a well is found.
2) Minnesota River not Mississippi - correct on all sheets
3) Do not use this crosswalk detail on public property
4) Keep sawcut limits out of wheel paths
5) Ensure that a pedestrian route along the front side of the building has a maximum cross slope of 2%. It's hard to tell where the pedestrian route will be.

Traffic Review Contact: Brian Hansen at bhansen@BloomingtonMN.gov, (952) 563-4543

1) Median separation will likely be needed where centerline striping is shown.
2) Replace the 8' concrete sidewalk through the site, connecting to existing walkway on each property line. Show temporary connections and full build out connections
3) Illustrate on plan that the clear view triangle (15' from property corner to driveway approaches) is not obstructed by landscaping or signage.
4) Show and label existing street light poles, handholes, conduit, and signal interconnect on the plans. Street lighting and interconnect conduit must be exposed for city inspection prior to pouring concrete or backfilling excavation in city right-of-way.
5) All construction and post-construction parking and storage of equipment and materials must be on-site. Use of public streets for private construction parking, loading/unloading, and storage will not be allowed.
6) Show location of a bike rack and bike rack detail on the plan.
7) The requested transit parking deviation (26%) exceeds the 10% that has been approved in the past when located in close proximity to Light Rail.
8) Show drive aisle width or parking space dimensions on the plan sheets.
9) Contractor shall obtain a Public Works permit for obstructions and concrete work within the right-of-way. Permit is required prior to removals or installation. Contact Sean Jenkins (952-563-4545, sjenkins@BloomingtonMN.gov) for permit information.
10) Drop off location as proposed would not be permitted by Traffic Engineering.

Utility Review Contact: Brian Hansen at bhansen@BloomingtonMN.gov, (952) 563-4543

1) Use a Combined Fire and Domestic Water service make sure water meter is located within 10' of where it enters the bldg.
2) See Document Markups
3) Get rid of all the 5 feet from building notes see plan note #24 instead.
4) Contact Engineering for as-built drawings or GIS images of existing Water and Sewer mains and services. These plans are missing existing water and sewer services to the 3700 and 3750 American Blvd E buildings that are located in the construction areas.

   Stormwater must be captured outside the parking ramp door so that the sanitary sewer and elevator pits etc are not flooded. Provide proof that the 100 year storm will not cause runoff into the ramp.
5) Provide separation from private utilities to allow for future repairs of water service.
6) Private common utility easement/agreement must be provided for any shared private utilities.
7) Call this water connection out as a TAP.
8) Utility as-builts must be provided prior to issuance of Certificate of Occupancy.
9) Don't build this watermain in the ROW or Easement.

10) Utility permits are required for connections to the public storm, sanitary, and water system. Contact Utilities (952-563-8777) for permit information.
11) Eliminate Tee - Future water connection to be made via TAP.
12) Loop water system (supply from two points) to provide increased reliability of service and reduction of head loss. The watermain should not be built in the ROW or public easements.
13) Provide a Table and reference index of proposed pipe crossings including elevations and separation between outsides of pipes.
14) Provide valves for system isolation (longest interval cannot exceed 400 feet) and for building isolation without shutting down supply to hydrants. More valves are needed.
15) Install hydrants to provide fire protection for entire building. Each hydrant covers 150-foot radius. Please show a fire truck accessible hydrant within 50' of the building FDC.
16) Minnesota Department of Health (MDH) water permit/review may be required. Provide a copy of MDH approval letter or written confirmation from MDH that no permit/approval is required.
17) Minnesota Pollution Control Agency (MPCA) sanitary sewer permit/review may be required. Provide a copy of MPCA approval letter or written confirmation from MPCA that no permit/approval is required.
18) Any new or substantial remodel of a food service facility must provide an exterior grease interceptor and grease interceptor maintenance agreement. See Engineering Detail 412 for reference.
19) Sanitary sewer mainline, clean-outs, manholes, and services must be designed with adequate depth of cover or install high-density polystyrene insulation to prevent freezing.

Water Resources Review Contact: Brian Hansen at bhansen@BloomingtonMN.gov, (952) 563-4543

1) Conflict?
2) Are there two lines here?
3) Provide detail for outlet control structure.
4) Is BMP #2A connected to BMP #2 or stand alone?
5) Provide detail for outlet control structure.
6) Infiltration systems must remain offline until areas tributary to each system are fully stabilized.
7) Show actual number of pipes and label appropriately.
8) Utility as-builts must be provided prior to issuance of Certificate of Occupancy.
9) A maintenance agreement must be signed by the property owner and recorded at Hennepin County.
10) A National Pollutant Discharge Elimination System (NPDES) construction site permit and Storm Water Pollution Prevention Plan (SWPPP) must be provided.
11) An erosion control bond is required.
12) Provide a turf establishment plan
13) HDPE pipe connections into all concrete structures must be made with water tight materials utilizing an A-Lok or WaterStop gasket or boot, cast-in-place rubber boot, or approved equal. Where the alignment precludes the use of the above approved watertight methods, Conseal 231 WaterStop sealant, or approved equal will only be allowed as approved by the Engineer.
14) After staff approval of stormwater management plans, provide an extra set of plans for staff to submit to Lower Minnesota River Watershed District.

PW Admin Review Contact: Brian Hansen at bhansen@BloomingtonMN.gov, (952) 563-4543

1) See checklist of items that must be included on the preliminary plat per the Bloomington City Code, Chapter 22.
2) Property must be platted per Chapter 22 of the City Code and the approved plat recorded at Hennepin County prior to the issuance of a foundation or building permit.
3) A title opinion or title commitment that accurately reflects the state of the title of the property being platted, dated within 6 months of requesting City signatures, must be provided.
4) Consent to plat form is needed from any mortgage companies with property interest.
5) Public drainage/utility and easements must be provided on the plat.

6) Private common utility easement/agreement must be provided.
7) Private common driveway/access easement/agreement must be provided.
8) Existing easements may be vacated. Contact Bruce Bunker at 952-563-4546 or bbunker@BloomingtonMN.gov for information regarding the Public Rights-of-Way Vacation Application. It is the responsibility of the developer to determine if private utilities exist in the easement prior to submitting the application. Developer/owner to provide legal description and Engineering staff will prepare vacation document.
9) $15 fee for certified copy of plat. Engineering staff will obtain a certified copy of the plat from Hennepin County.
10) A 15-foot sidewalk/bikeway easement shall be provided along all street frontages. Developer/owner shall provide legal description and Engineering staff will prepare easement document.

Assessing Review Contact: Kent Smith at ksmith@BloomingtonMN.gov, (952) 563-8707

1) Based on the site size of 127,410 SF which represents Block 1 Lot 1 utilized in phase 1 of the project, we have calculated a park dedication fee of $280,000. This assumes a deferral has been granted to pay park dedication as each phase is developed. Park dedication on the entire site (378,124 SF), is estimated to be about $832,000 based on limited information available at this time.

Doc No **A10653253**

Certified, filed and/or recorded on
Apr 24, 2019 1:29 PM

Office of the County Recorder
Hennepin County, Minnesota
Martin McCormick, County Recorder
Mark Chapin, County Auditor and Treasurer

Deputy 133 Pkg ID 1813552E

Document Recording Fee	$46.00
Document Total	$46.00

This cover sheet is now a permanent part of the recorded document.

SITE DEVELOPMENT AGREEMENT

THIS AGREEMENT is made effective as of this 23 day of April, 2019, by and between the City of Bloomington, a Minnesota municipal corporation, 1800 West Old Shakopee Road, Bloomington, Minnesota 55431 ("City") and Rosa Development Company, LLLP, a Minnesota limited liability limited partnership, 334 NE 1st Avenue, Delray Beach, Florida 33444 ("Applicant").

RECITALS

The Applicant is the owner of certain real property located at 3700 American Boulevard East, in the City of Bloomington, County of Hennepin, Minnesota, which is legally described as set forth in **Exhibit A** which is attached hereto and incorporated herein by reference (the "Property").

On August 8, 1988, the City Council for the City of Bloomington approved the Applicant's request for a three-year temporary conditional use permit for remote airport parking at the Property

(Case 9250B-88). On November 19, 1991, the Applicant's request for renewal of the temporary conditional use permit was approved with an expiration date of August 8, 1994 (Case 9250A-91).

On March 21, 1994, the Applicant received City Council approval for a preliminary development plan for a phased office tower and structured parking facility (Case 9250A-94) on adjacent property owned by the Applicant. The 1994 Approval included approval of continued use of the Property for remote airport parking on an interim basis. The four-story parking structure was planned to provide parking, as well as a platform for the proposed office tower to be located at the northeast corner of the parking structure. Condition #9 of the City Council's terms and conditions of development approval in Case 9250A-94 tied the term of the temporary conditional use permit for remote airport parking at the Property to the construction of the approved office building. Condition #9 in that case states, "If the developer has not begun construction of an office building, or other development subsequently approved by the City Council, on the site prior to April 1, 2004, the conditional use permit for remote airport parking use of the premises shall expire and the operator shall cease use of the premises for remote airport parking by July 1, 2004."

On October 7, 2002, the City Council approved the Applicant's revised final development plan to revise the existing preliminary development plan for a phased office tower and structured parking facility on the adjacent property, and extended the term of the temporary conditional use permit to July 1, 2009 (Case 9250A-02). To date, the office building approved in Case 9250A-94 has not been constructed. On July 1, 2009, the temporary conditional use permit for remote airport parking on the Property expired. On August 3, 2009, the City Council approved the Applicant's request for an interim use permit to continue remote airport parking operations on the Property until July 1, 2014. The August 3, 2009, approval was approved subject to three conditions, in addition to the original conditions placed on the approval of the preliminary development plans in

cases 9250A-94 and 9250A-02. City Council Resolution 2009-82 approved an interim use permit for five years to operate a remote airport parking facility on the Property, and denied the Applicant's request for a ten-year interim use permit for the same.

The Applicant filed a development application (Case 9250A-14) for the City's approval of an interim use permit for remote airport parking at that location through July 1, 2019. The City Council on February 23, 2015, approved the interim use permit subject to, and contingent upon, the Applicant's satisfaction of certain conditions relating to the Property.

The Applicant has now filed a development application (Case PL 2019-11) for the City's approval of an interim use permit for remote parking at that location through July 1, 2024. The City and the Applicant have reached agreement to redevelop the Property as more fully set forth in this Agreement.

This Agreement sets forth the obligations of the parties and the conditions that govern the development and use of the Property for redevelopment and remote airport parking pursuant to a new interim use permit. It is intended to address the parties' compliance with the conditions the City Council adopted with the approval of an interim use permit for the Property, dated April 15, 2019 ("IUP"). This Agreement does not address other issues relating to public improvements, assessments, storm water charges, tax increment financing, subsidies or other matters regarding or affecting the Property unless specifically set forth herein or incorporated herein by reference.

NOW THEREFORE, in consideration of the recitals stated above and the mutual covenants stated below, the parties agree as follows:

1. Recitals. The foregoing recitals are correct and are incorporated herein.

2. Obligations of the Applicant.

(a) Compliance with Conditions of Approval for Interim Use Permit. The Applicant agrees that development of the Property shall be in strict conformance with all conditions set forth in the letter of transmittal, dated April 16, 2019. These conditions are set forth in **Exhibit B**, which is attached hereto and incorporated herein by reference. The Applicant agrees that use and redevelopment of the Property shall be in strict conformance with the IUP, all applicable code provisions, including but not limited to City Code, building code and fire code, and all applicable state and federal laws whether or not enumerated in the Council Approval and letter of transmittal. In the event there is a conflict between the IUP as approved by the City Council and the regulatory terms of this Agreement, the more restrictive standard shall apply. It shall be the obligation of the Applicant to provide advance written notice to the City of any aspect of the development that varies to any degree from the IUP. The Applicant also agrees that any major or minor change to the IUP must be approved by the City as provided in City Code Section 21.501.03, subdivisions (c) and (d).

(b) Compliance with Zoning Regulations. The Applicant agrees that the Property may not be used in a manner that is prohibited under the City's zoning regulations. The Applicant agrees to develop a concept master plan to guide future development on the Property (the "Project"). Further, the Applicant has identified a development site of approximately three to four acres on which the Applicant will pursue a multifamily or mixed use project (the "Phase I Project") consistent with the regulations of the High Intensity Mixed Use With Residential (HX-R) District pursuant to the development milestones set forth in **Exhibit C** of this Agreement. The City agrees to cooperate with the review of applications necessary for approval of the Phase I Project, including without limitation, applications and submittals for environmental review,

zoning, building permits, structured parking, pedestrian amenities, stormwater facilities and applications for tax increment financing, livable community grants from the Metropolitan Council, as well as other state and local economic development programs and loans through the Minnesota Housing Finance Agency. In keeping with the goal of phased development on the Project site, the Applicant will provide the City with a development concept plan as described in Exhibit C (the "Phase II Project").

3. Event of Default.

(a) The term "event of default" shall mean, whenever it is used in this Agreement (unless the context provides otherwise), the failure of the Applicant to perform the obligations set forth in paragraph 2 ("Obligations of the Applicant") of this Agreement and to commence corrective measures to cure the default or otherwise perform the Obligations of the Applicant within sixty (60) days after receipt by the Applicant of written notice of such default by the City.

4. Remedies of the City.

(a) Whenever any event of default of the Applicant occurs, the City may take whatever action at law or in equity as may appear necessary or desirable to the City to enforce performance and observance of this Agreement.

(b) A change in the IUP by the Applicant requires City Council approval in accordance with Bloomington City Code Section 21.501.05. In addition, the City reserves its right to initiate reguiding or rezoning of the Property.

5. Remedies of the Applicant.

Whenever any event of default by the City occurs, the Applicant may take whatever action at law or in equity may appear necessary or desirable to the Applicant to enforce performance or observance of this Agreement.

6. Notices and Demands.

(a) A notice, demand, or other communication under this Agreement by either party to the other shall be sufficiently given if it is dispatched by registered or certified mail, postage pre-paid, return receipt requested, and addressed to the party at the addresses listed below with receipt thereof presumed on the third business day thereafter. Either party may designate another address, or attorney for receipt of notices pursuant to this Agreement by designating in writing and forwarding such writing to the other party as provided in this section.

(b) Notices, demands, or other communications to a party under this Agreement shall be sufficiently given if sent by registered or certified mail, postage pre-paid, return receipt requested, and addressed to the party as follows:

If to the City:

City of Bloomington
ATTN: Director of Community Development
1800 West Old Shakopee Road
Bloomington, Minnesota 55431
Ejohnson@bloomingtonmn.gov

If to the Applicant:

Rosa Development Company, LLLP
Attn: Kristin Muir
334 NE 1st Avenue
Delray Beach, Florida 33444

(c) Nothing prevents a party from contemporaneously providing the same notice of demand by electronic mail.

7. Amendment/Additional Documents.

This Agreement may be amended, in writing, as the parties may mutually agree. The plans, standards, stipulations, and other information constituting the interim use permit and the conditions placed on the approval of the interim use permit as detailed in **Exhibit B** may also be amended upon application by the Applicant and approval of the City Council pursuant to Bloomington City Code Section 21.501.05. Once approved by the City Council, subsequent interim use permits and conditions relative to the Property shall become part of this Agreement and shall be fully binding upon the parties as if set forth herein. All such additional documents affecting the development and use of this Property shall be kept on file as a public record by the City of Bloomington, Director of Community Development.

8. Application of City Code Provisions, Rules, Regulations and Policies.

This Agreement shall not prevent the City, in subsequent actions applicable to the Property, from applying new City Code provisions, rules, regulations or policies that do not substantially conflict with those in force and effect on the effective date of this Agreement, nor shall this Agreement prevent the City from denying or conditionally approving any subsequent development or use application for the Property on the basis of such existing or new City Code provisions, rules, regulations or policies. No rights shall be deemed to vest in the Applicant or any other person, under any site development agreement or approval, except as expressly set forth therein.

9. Relationship of the Parties.

No partnership or joint venture is established between the parties hereto by or under this Agreement or any agreement referenced herein.

10. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, including without limitation any and all future and present applicants, tenants, occupants, licensees, mortgagees and any other parties with any interest in the Property. The rights and responsibilities of this Agreement are intended to run with the land. Upon sale or conveyance of any portion of the Property, the transferee shall be liable for all obligations of the Applicant which relate to such portions of the Property and the transferor shall be automatically released from any further obligation, liability, right or responsibility under this Agreement relating to the transferred portion of the Property.

11. Recording of Document.

This Agreement shall run with the Property and shall be recorded in the Office of the Hennepin County Recorder or Registrar of Titles, as appropriate, by the Applicant with proof thereof provided to the City prior to June 1, 2019.

12. Governing Law.

The City and Applicant agree that the laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the undersigned parties and performance under it without regard to the principles of conflicts of law. The language of this Agreement is and shall be deemed the result of negotiation among the parties and their respective legal counsel and shall not be strictly construed for or against any party. Each party agrees that any action arising out of or in connection with this Agreement shall be brought solely in the courts of the State of Minnesota, Fourth Judicial District, or the United States District Court for the District of Minnesota.

13. Entire Agreement, Superseding All Prior Agreements Related to the IUP.

This Agreement and the plans along with all attached exhibits hereto, represent the entire Agreement between the Applicant and the City, as related to the IUP. The approvals and agreements related to the construction of the office building that do not relate to the remote airport parking use remain in full force and effect until they are amended.

14. Severability.

If any provision or term of this Agreement for any reason is declared invalid, illegal or unenforceable, such decision shall not affect the validity of any remaining provisions, provided that: (i) each party receives the substantial benefit of its bargain with respect to the transaction completed hereby; and (ii) the ineffectiveness of such provision would not result in such a material change as to cause completion of the transactions contemplated hereby to be unreasonable for either party. The remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated and it is hereby declared the intention of the parties that they would have executed the remaining portions of this Agreement without including any such part or portion which may be hereafter declared invalid.

15. Signatures/ Execution.

Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Site Development Agreement the day and year first above written.

[left blank intentionally; signature pages follow]

Signature Page for the City of Bloomington

CITY OF BLOOMINGTON, Minnesota

DATED: 4/15/19

By: _____
James D. Verbrugge
Its: City Manager

Reviewed and approved by the City Attorney.

_____
City Attorney

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

This instrument was acknowledged before me on this 15 day of April, 2019, by James D. Verbrugge, the City Manager of the City of Bloomington, under the laws of the State of Minnesota, on behalf of the City of Bloomington.

_____
Notary Public

DENISE MICKOL CHRISTENSON
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2024

Signature Page for Rosa Development Company, LLLP

ROSA DEVELOPMENT COMPANY, LLLP

DATED: 04/23/2019

By: KM

Printed Name: Kristin Muir

Its: Managing Partner

STATE OF Florida)
) SS.
COUNTY OF Palm Beach

This instrument was acknowledged before me this 23 day of April, 2019, by Kristin Muir, the President of Rosa Incorporation, which corporation is the General Partner of Rosa Development Company, LLLP, on behalf of the limited liability limited partnership.

Heather Ann Phelps
Notary Public

This instrument was drafted by:
Larkin Hoffman Daly & Lindgren
8300 Norman Center Drive, Suite 1000
Minneapolis, MN 55437
952-835-3800

EXHIBIT A
TO DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF BLOOMINGTON & APPLICANT

LEGAL DESCRIPTION OF THE PROPERTY

Lot 1, Block 1, International Airport Park 5th Addition, Hennepin County, Minnesota

Abstract

EXHIBIT B
TO DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF BLOOMINGTON & APPLICANT

CONDITIONS OF APPROVAL

1. Failure to meet any of the milestones identified in Exhibit C will result in termination of this interim use permit for remote airport parking, provided the City makes available sufficient sewer infrastructure capacity to be available. In any event, termination of this interim use permits is subject to Applicant's right to cure an event of default or otherwise undertake corrective measures. In no case may the use of the Property for remote airport parking extend beyond July 1, 2024, unless a subsequent interim use permit is issued; and
2. The conditions attached to this approval of an Interim Use Permit for remote airport parking (Case PL2019-11) replace and supersede all previous conditions of approval related to the remote airport parking use on the Property; and
3. The Applicant must sign a new Site Development Agreement relating to the remote airport parking use with the City that incorporates all conditions of approval attached to Case PL2019-11 and confirms the interim nature of the use; and
4. Upon expiration of the Interim Use Permit (Case PL2019-11), the physical surface parking lot and the physical parking ramp may remain on site and be used in support of uses allowed in the base zoning district, however, the use of the site for remote airport parking must cease;
5. The remote airport parking use is limited to 1,063 vehicles; and
6. Any physical changes to the site must follow the relevant approval process outlined in the City Code; and
7. Motor vehicles must be parked at all times in a manner that allows Fire Department access; and
8. Landscaping and required screening must be maintained in the current state during the term of the interim use permit; and
9. No maintenance or cleaning of customer or employee vehicles is allowed; and
10. All trash and recyclable materials be stored inside the principal building. (Sec. 19.51); and
11. Fire lanes be posted as approved by the Fire Marshal. (Uniform Fire Code Sec. 901.4).

EXHIBIT C
TO DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF BLOOMINGTON & APPLICANT

PROJECT MILESTONES

Milestone	**Description**	**Due**
Identify Phase I Project Site	Applicant will submit to the City the approximate boundaries of a three to four acre development site within the Property.	August 1, 2019
Amend Alternative Urban Areawide Review (AUAR)	Applicant and City will amend existing AUAR as needed to include the Project within the AUAR.	Concurrent with the City's five year AUAR update due in 2022
Concept Master Plan	Applicant will submit a concept master plan for entire site including 3700 American Blvd and 3750 American Blvd that identifies the proposed major uses, the development square footage projected, phasing, public and private infrastructure and location of structured parking.	October 31, 2019
Project Pro Forma	Applicant will submit a development proforma for the Phase I Project that identifies sources and uses of public and private funds and the need for public support of the Project.	October 31, 2019
Application for Public Financial Assistance	If public financial assistance is desired, Applicant will submit to the City, Port Authority and/or the Housing	December 31, 2019

	and Redevelopment Authority, as applicable, a written request for tax increment financing or other public subsidies requested for the Phase I Project.	
Revised Preliminary and Final Development Plans	Applicant will submit to the City a complete application for major revision to Preliminary Development Plans for the Property and Final Development Plans for the Phase I Project.	December 31, 2019
Preliminary and Final Plat	Applicant will submit an application for preliminary and final plat to subdivide the Property into parcels for phased development of the Project and for continued use of the remnant Property for remote airport parking in the interim or some other approved use. The application may be accompanied by a platting variance request to defer park dedication for future development phases.	March 31, 2020
Building Permit	Applicant will submit a complete application for a building permit for the Phase I Project.	June 1, 2020
Construction Start	Applicant will commence construction of the Phase I Project.	September 1, 2020

Development Concept Plan: Phase II	Applicant will submit a development concept plan for Phase II with projected uses, development schedules, projected cost and support requirements from the City.	July 1, 2022

AFFIDAVIT OF PUBLICATION

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) ss

Brandi Botts being duly sworn on an oath, states or affirms that he/she is the Publisher's Designated Agent of the newspaper(s) known as:

SC Bloomington Richfield

with the known office of issue being located in the county of:

HENNEPIN

with additional circulation in the counties of:

HENNEPIN

and has full knowledge of the facts stated below:

(A) The newspaper has complied with all of the requirements constituting qualification as a qualified newspaper as provided by Minn. Stat. §331A.02.

(B) This Public Notice was printed and published in said newspaper(s) once each week, for 1 successive week(s); the first insertion being on 03/05/2020 and the last insertion being on 03/05/2020.

MORTGAGE FORECLOSURE NOTICES

Pursuant to Minnesota Stat. §580.033 relating to the publication of mortgage foreclosure notices: The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

By: _____
Designated Agent

Subscribed and sworn to or affirmed before me on 03/05/2020 by Brandi Botts.

_____
Notary Public

DARLENE MARIE MACPHERSON
Notary Public
Minnesota
My Commission Expires January 31, 2024

Rate Information:
(1) Lowest classified rate paid by commercial users for comparable space:
$34.45 per column inch

Ad ID 1026374

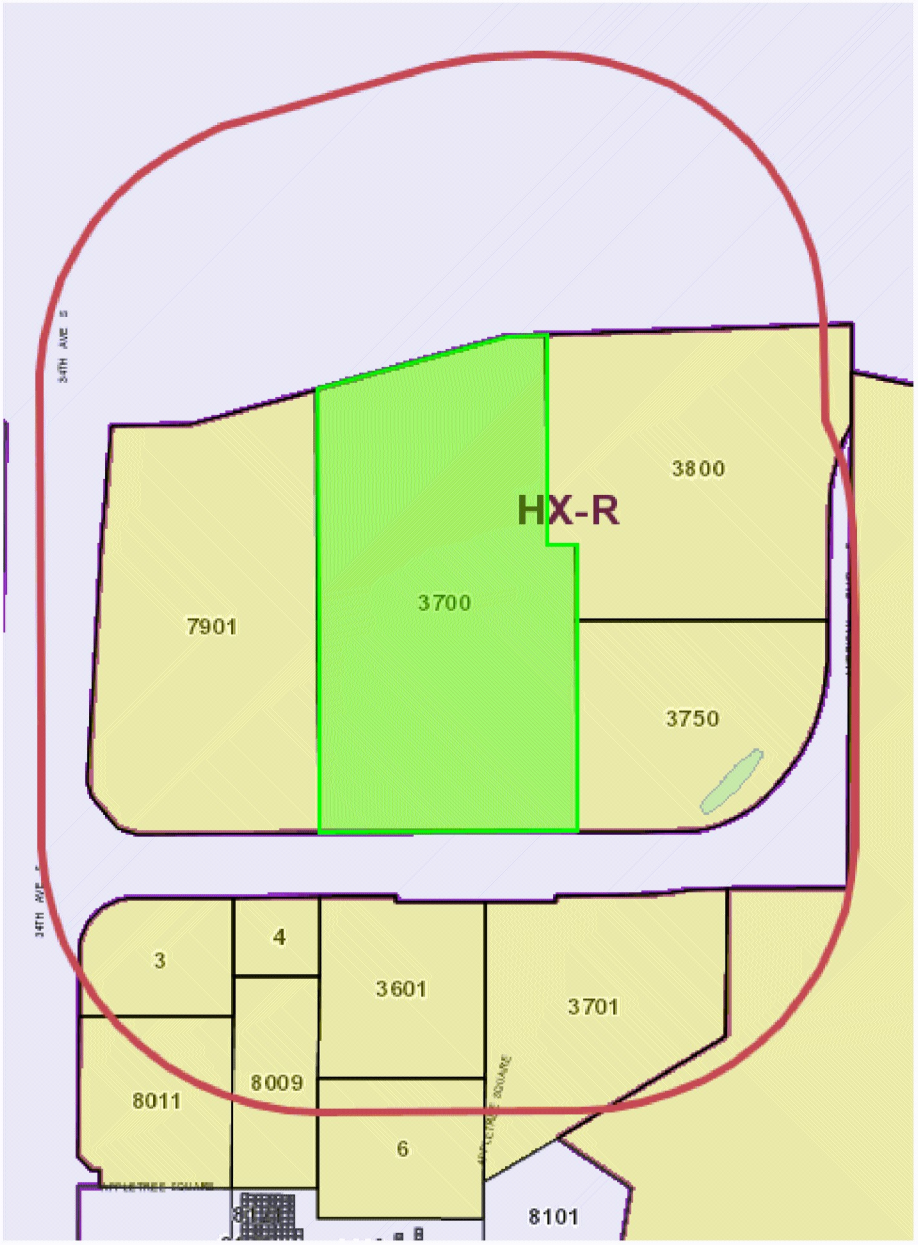
CITY OF BLOOMINGTON
NOTICE OF PUBLIC HEARING
BY THE PLANNING COMMISSION

The Bloomington Planning Commission will hold a public hearing on March 19, 2020, 6:00 PM in the Council Chambers at Bloomington Civic Plaza, 1800 West Old Shakopee Road, Bloomington, Minnesota, 55431 to consider Case PL2020-28, an application by Rosa Development Company for a Major revision to preliminary development plans for a multi-phase planned development at 3700 American Boulevard East; final development plans to convert a portion of the Park 'N Fly remote airport parking facility into a six-story, 183-unit apartment building; a preliminary and final plat to subdivide 3700 American Boulevard East into two lots; and a platting variance to defer park dedication fees for future phases.

Review information and materials at www.blm.mn/notices. For more information or to submit comments, contact Mike Centinario, Planner, at (952) 563-8921 or mcentinario@BloomingtonMN.gov.

Published in the
Sun Current
March 5, 2020
1026374

City of Bloomington Notification Map



Case PL2020-28

Address: 3700 American Boulevard East

Notification Boundary (500 feet)

Subject Property/Properties

Notified Properties

N
W E
S

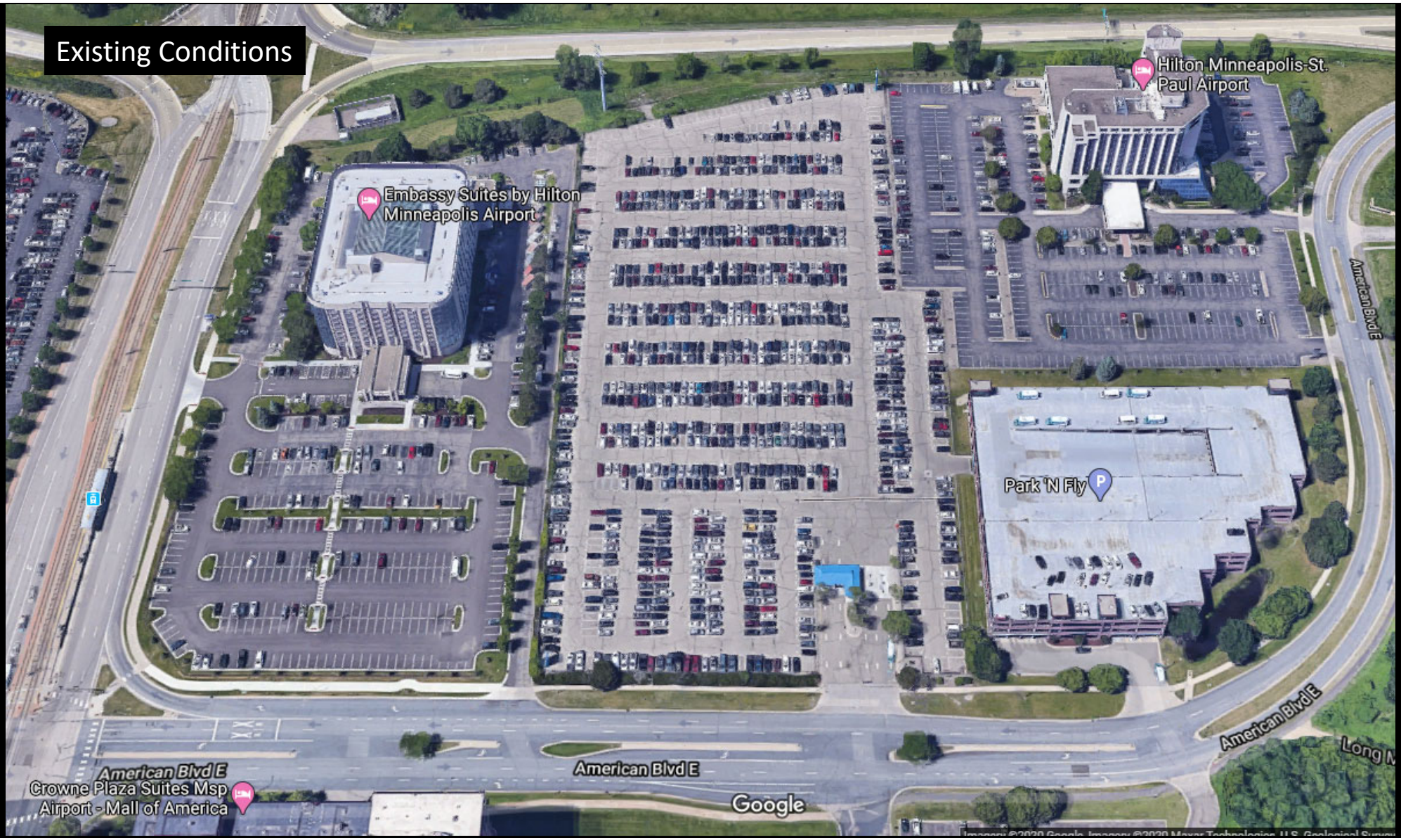
Item **
Rosa Development (Park N Fly)

- Major Revision to preliminary development plan for a multi-phase planned development at 3700 American Boulevard East
- Final development plan for 183-unit apartment building
- Preliminary and final plat
- Platting variance to defer park dedication fees

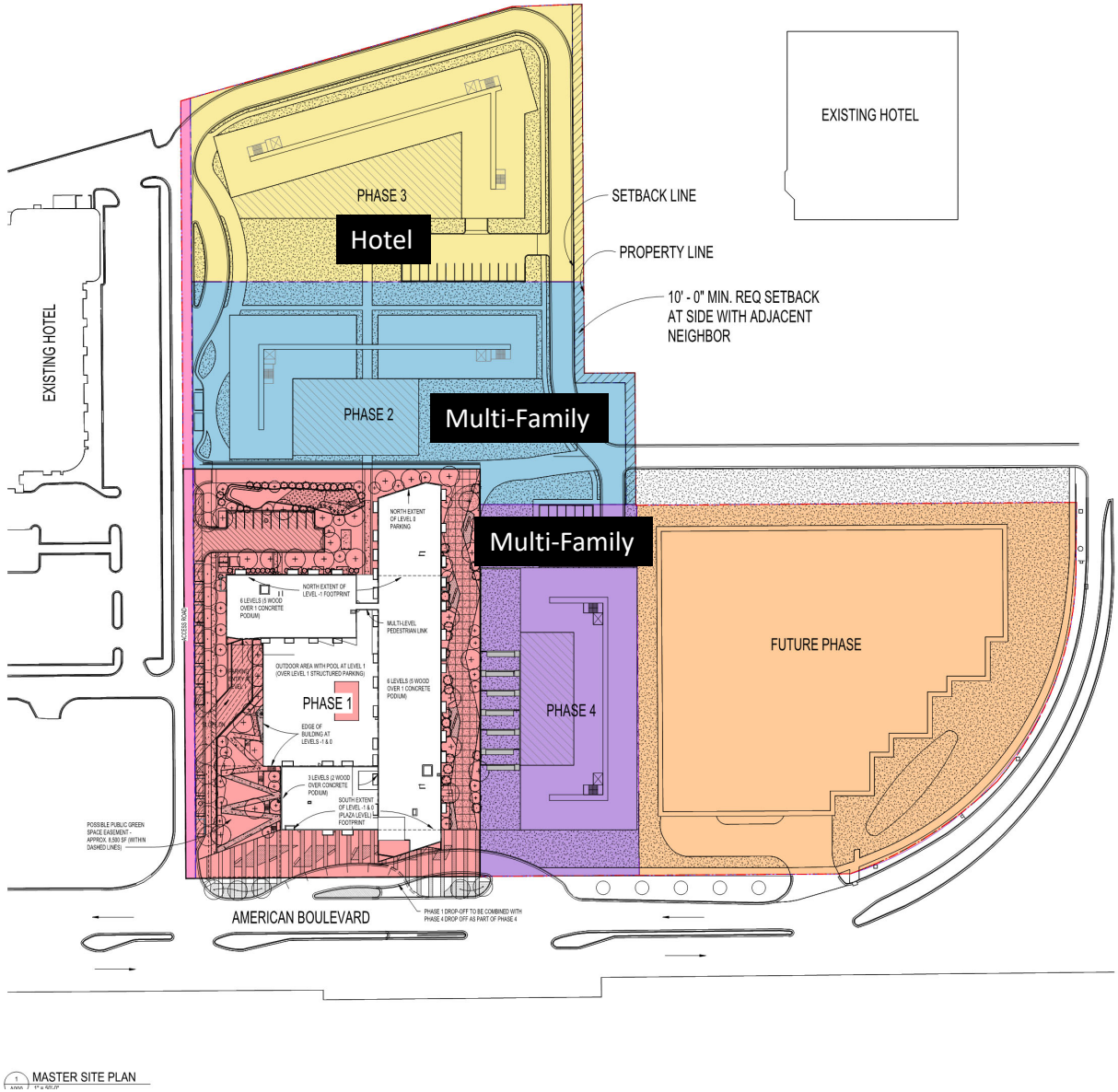
City Council

April 6, 2020

Existing Conditions
Park N Fly

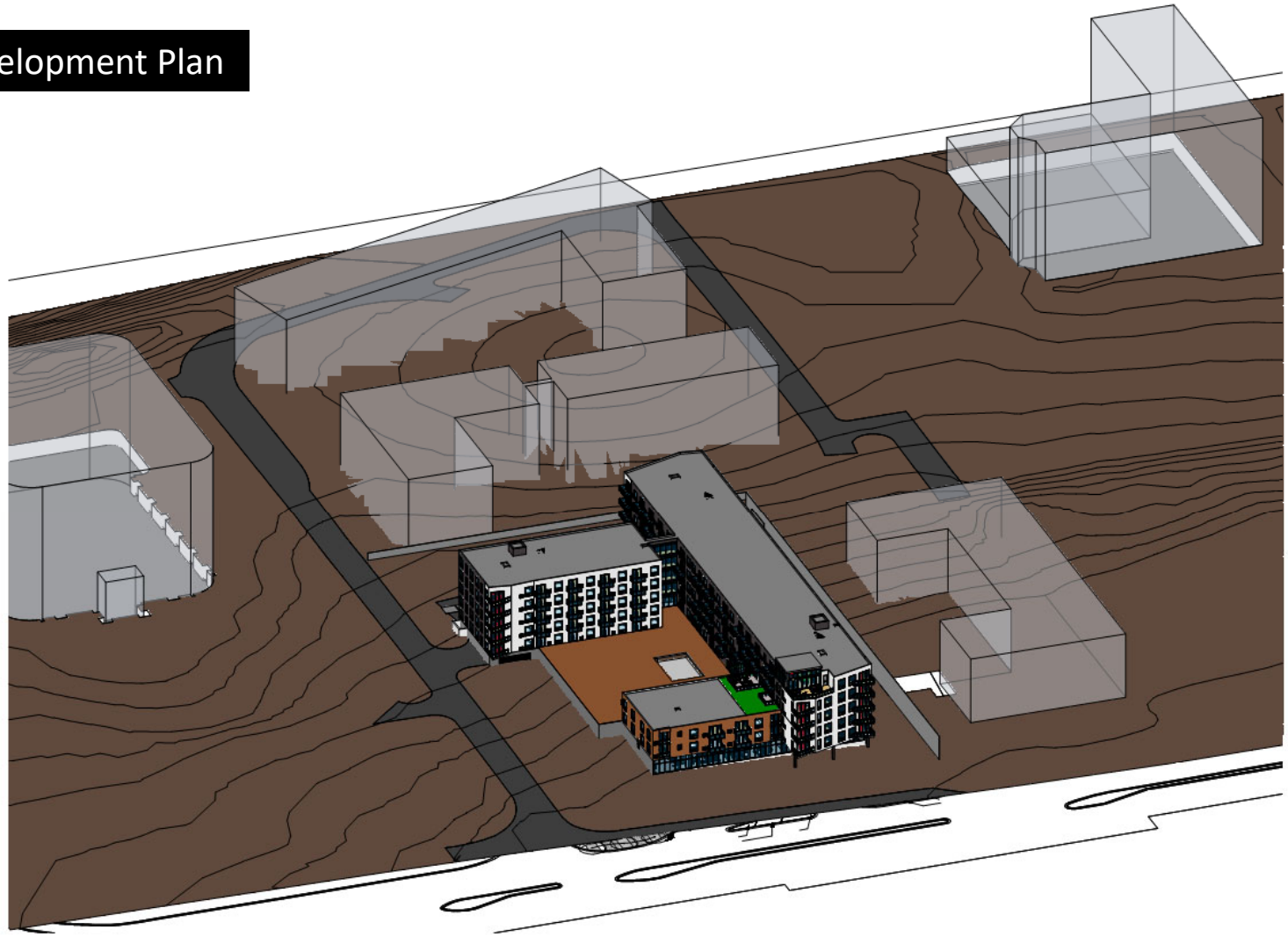

Existing Conditions
Hilton Minneapolis St. Paul Airport
Embassy Suites by Hilton Minneapolis Airport
American Blvd E
Park 'N Fly
American Blvd E
American Blvd E
American Blvd E
Crowne Plaza Suites Msp Airport - Mall of America
Google

Preliminary Development Plan



MASTER SITE PLAN

Preliminary Development Plan



2
A000
3D VIEW

TRUE NORTH

PLAN NORTH

Floor Area Ratio (FAR)

Phase	Gross Building Area (sq. ft.)	Site Area (sq. ft.)	FAR
1	197,768	127,410	1.55
2	142,746	89,551	1.59
3	160,338	99,566	1.61
4	144,156	61,597	2.34
Totals – Phases 1-4	645,008	378,124	1.71
"Future Phase" (existing parking structure)	0	151,666	0.00
Entire Planned Development	645,008	529,790	1.22

PHASE 1

PROPOSED USE: MULTI-FAMILY (USE IS DEPENDENT ON MARKET CONDITIONS. REVISIONS TO THE PRELIMINARY DEVELOPMENT PLAN SHOULD BE EXPECTED.)
OF FLOORS: 6 # OF UNITS: 183 GSF PER UNIT: 1,081 UNITS PER ACRE: 63
BUILDING AREA TOWARD FAR: 197,768 SF
STRUCTURED PARKING
FAR: 1.55 (SITE AREA: 127,410 SF OR 2.92 ACRES)

PHASE 2

PROPOSED USE: MULTI-FAMILY (USE IS DEPENDENT ON MARKET CONDITIONS. REVISIONS TO THE PRELIMINARY DEVELOPMENT PLAN SHOULD BE EXPECTED.)
OF FLOORS: 6 # OF UNITS: 132 GSF PER UNIT: 1,081 UNITS PER ACRE: 64
BUILDING AREA TOWARD FAR: 142,746 SF
STRUCTURED PARKING
FAR: 1.6 (SITE AREA: 89,551 SF OR 2.05 ACRES)

PHASE 3

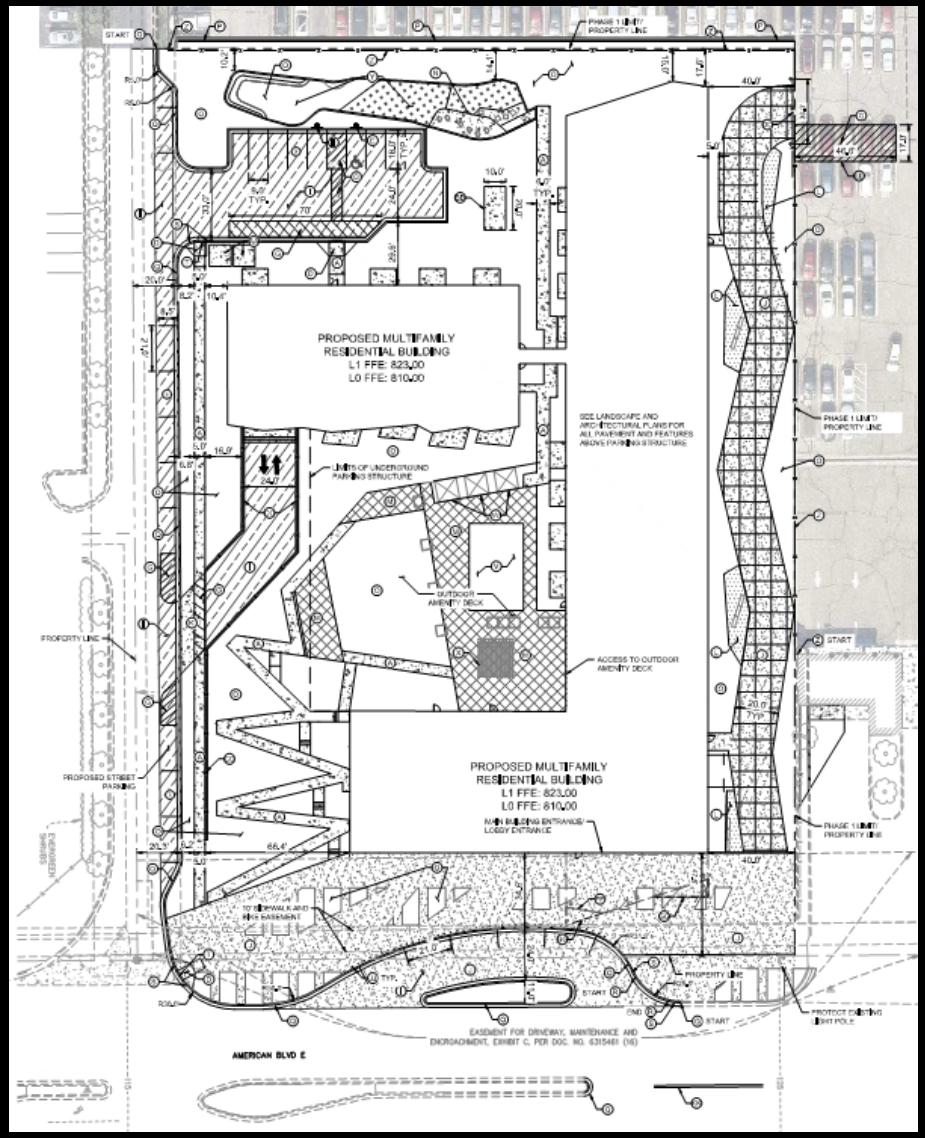
PROPOSED USE: HOTEL (USE IS DEPENDENT ON MARKET CONDITIONS. REVISIONS TO THE PRELIMINARY DEVELOPMENT PLAN SHOULD BE EXPECTED.)
OF FLOORS: 6 # OF UNITS: 279 GSF PER UNIT: 575 UNITS PER ACRE: 122
BUILDING AREA TOWARD FAR: 160,338 SF
STRUCTURED PARKING
FAR: 1.6 (SITE AREA: 99,566 SF OR 2.28 ACRES)

PHASE 4

PROPOSED USE: MULTI-FAMILY (USE IS DEPENDENT ON MARKET CONDITIONS. REVISIONS TO THE PRELIMINARY DEVELOPMENT PLAN SHOULD BE EXPECTED.)
OF FLOORS: 6 # OF UNITS: 133 GSF PER UNIT: 1,081 UNITS PER ACRE: 95
BUILDING AREA TOWARD FAR: 144,156 SF
STRUCTURED PARKING
FAR: 2.3 (SITE AREA: 61,597 SF OR 1.41 ACRES)

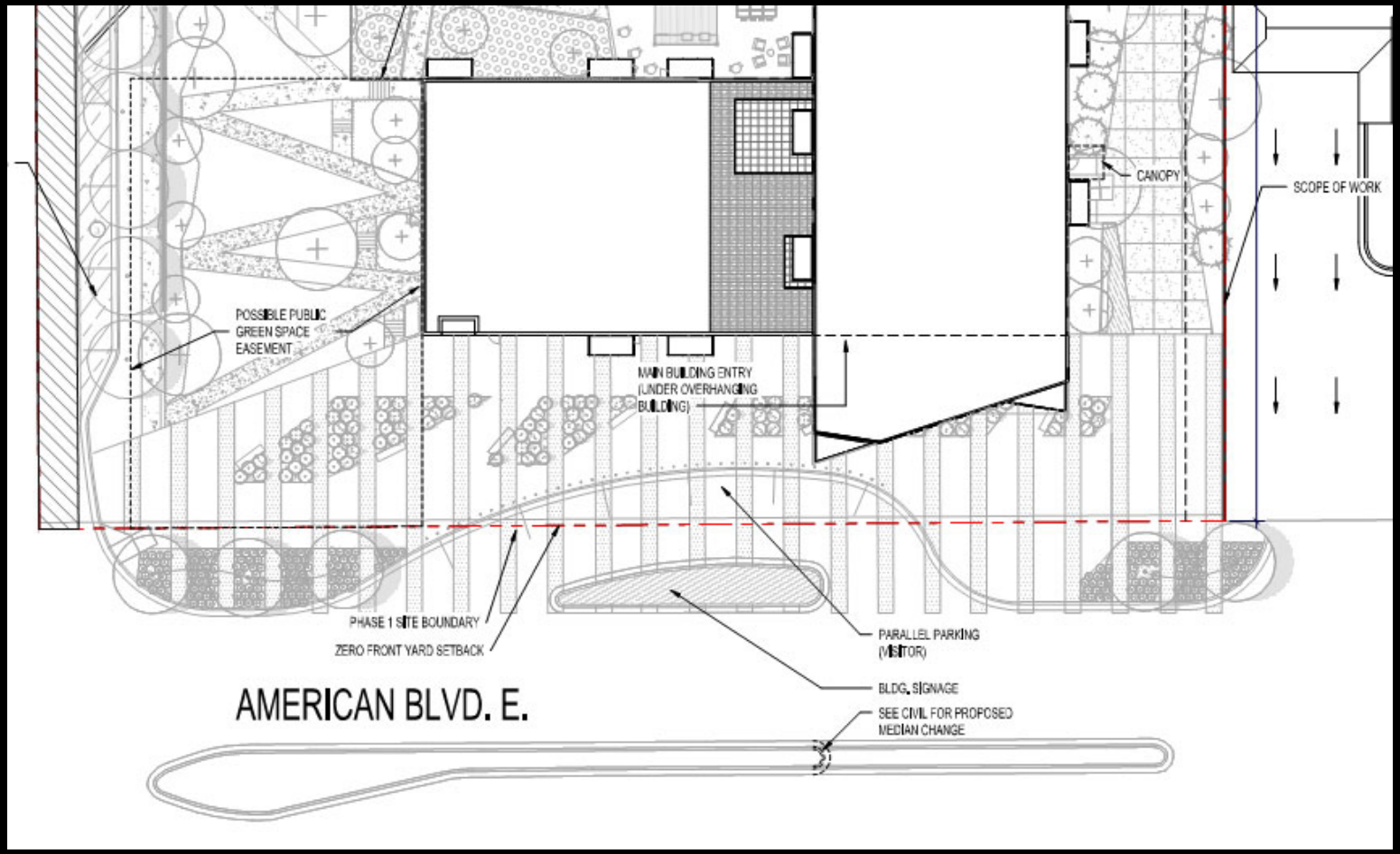
TOTAL PHASES 1-4
BUILDING AREA TOWARD FAR: 645,008 SF
FAR: 1.7 (SITE AREA: 378,124 SF)

TOTAL PHASES 1-4 PLUS "FUTURE PHASE"
BUILDING AREA TOWARD FAR: 645,008 SF
FUTURE PHASE SITE AREA: 152,388 SF
FAR: 1.2 (TOTAL SITE AREA: 530,512)

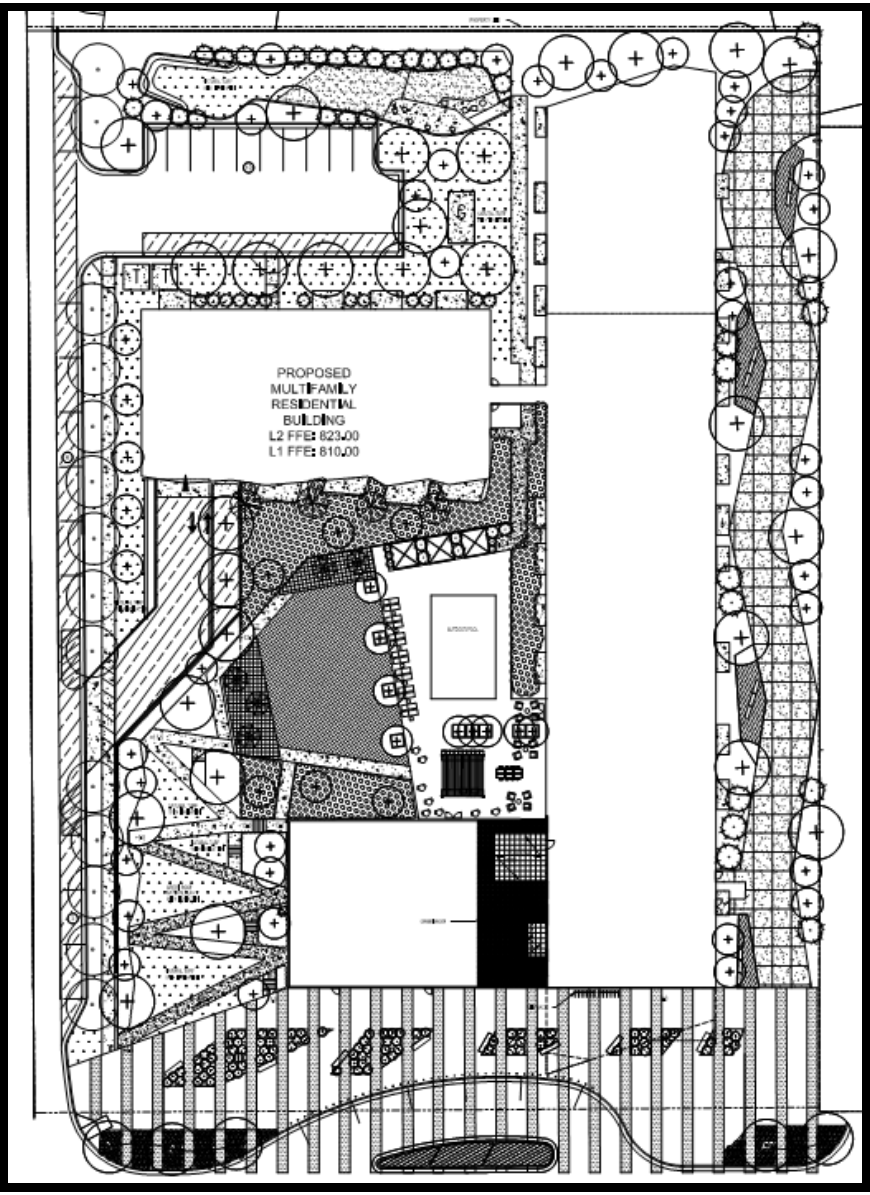


Final Development Plan

Final Development Plan



Landscape Plan



Opportunity Housing Ordinance Analysis

OPPORTUNITY HOUSING INCENTIVES			
INCENTIVE	PROJECT QUALIFIES FOR	REQUEST	STAFF RECOMMENDATION
§9.16 Density Bonus within Designated Transit Area	NA	-	-
§9.17 Floor Area Ratio Bonus within Designated Transit Area	2,000 sq. feet additional floor area allowed per low income unit capped at 50% FAR increase	20% FAR Reduction	Approve
§9.18 Height Bonus	1 story/10 feet	-	-
§9.19 Parking Stall Reduction	30% inside DTA	28%	Approve
§9.20 Enclosed Parking Space Conversion	25%	-	-
§9.21 Minimum Unit Size Reduction	20% for very low income units only	-	-
§9.22 Alternative Exterior Materials Allowance (not facing public streets)	75% of qualifying Facades	75%	Approve
§9.23 Storage Space Reduction	50%	50%	Approve
§9.24 Landscaping – Fee in Lieu Reduction on Highly Constrained Sites	100%	-	-
§9.25 Development Fee Reimbursement within Designated Area	Not eligible	-	-
§9. 26 Development Fee Deferments within Designated Area	Not eligible for 24 month deferral	-	-
§9.27 Expedited Review of Plans within Designated Area	Not eligible	-	-
§9.28 Land Write Down	NA	-	-
§9.30 Housing Tax Increment Financing	Potentially Eligible	TIF amount to be determined	Approve Incentive
§9.31 Project Based Vouchers	NA	-	-

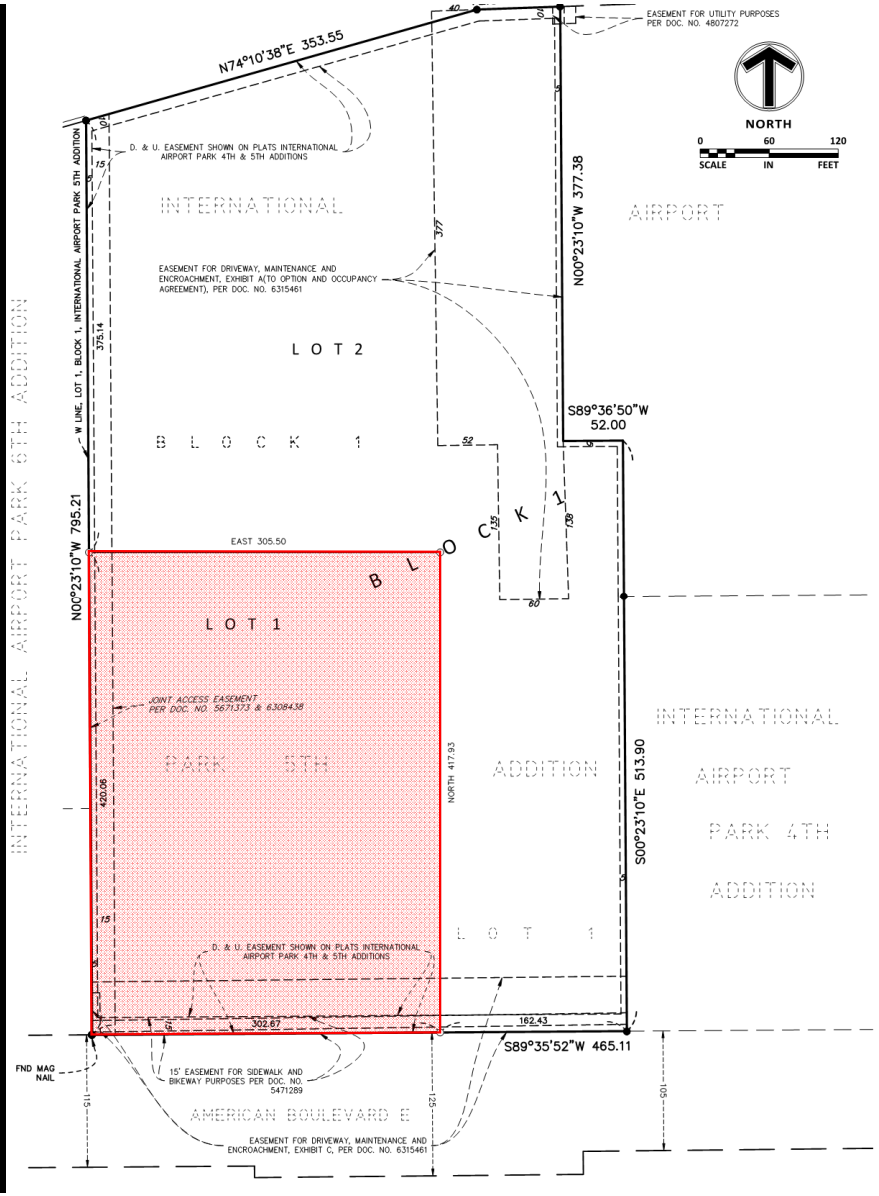
Building Rendering – Along American

Building Rendering – West Elevation

Parking Analysis – Project entitled to 30% OHO Parking Reduction Incentive

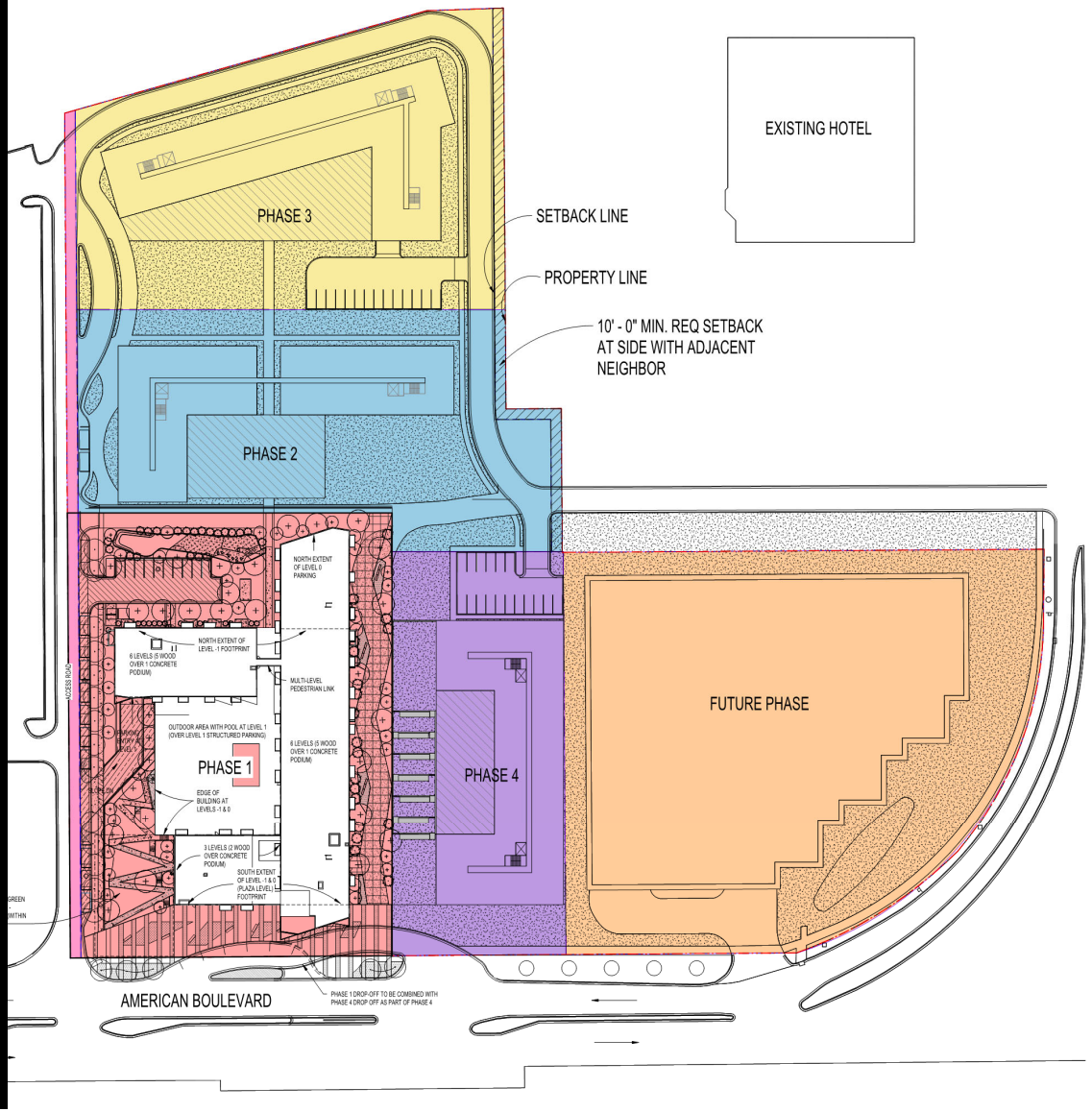
Unit Mix	Standard	Proposed	Parking Requirement
Studio & 1 BR	1.8	140	252.0
2 BR	2.2	34	74.8
3 BR	2.6	9	23.4
Party Room (sq. ft.)	100	1,308	13.1
Total Requirement			363.3
Proposed Parking			261
Proposed Deviation (%) Prior to OHO Parking Reduction			28.2

Final Plat – Rosa Addition



Park Dedication – based on entire planned development

Platting variance required to defer dedication fees for future phases.



Recommendations – 1 of 2

The Planning Commission and staff recommend approval using the following motions:

In Case PL2020-28, having been able to make the required findings, I move to approve a major revision to preliminary development plans for a multi-phase planned development at 3700 and 3750 American Boulevard E. and final development plans to convert a portion of the Park 'N Fly remote airport parking facility into a six-story, 183-unit apartment building located at 3700 American Blvd. E., subject to the conditions and Code requirements attached to the staff report.

Recommendations – 2 of 2

In Case PL2020-28, having been able to make the required findings, I move to approve the preliminary plat and adopt a resolution approving the final plat for ROSA ADDITION, subject to the conditions and Code requirements attached to the staff report.

In Case PL2020-28, having been able to make the required findings, I move to adopt a resolution approving a platting variance to defer park dedication fees for future development phases to the time of building permit issuance of those phases.

Recommended Conditions

Preliminary Development Plan Conditions of Approval

1.	Ongoing	Park dedication must be satisfied for Phase I of the planned development. Park dedication for future phases must be satisfied prior to the issuance of a building permit for that development phase.
2.	Ongoing	The floor area ratio (FAR) for the entire planned development must be equal to or greater than 1.2.

Final Development Plan Conditions of Approval

1.	Prior to Permit	A Site Development Agreement, including all conditions of approval, must be executed by the applicant and the City and must be properly recorded by the applicant with proof of recording provided to the Director of Community Development.
2.	Prior to Permit	A Public Plaza Development Agreement, including access, programming, and design considerations, must be executed by the applicant and the City and must be properly recorded by the applicant with proof of recording provided to the Parks and Recreation Director.
3.	Prior to Permit	Development must comply with Lower Minnesota River Watershed District standards.
4.	Prior to Permit	The Director of Parks and Recreation must approve the public plaza design.
5.	Prior to Permit	Sewer Availability Charges (SAC) must be satisfied.
6.	Prior to Permit	Access, circulation, drop-off area and parking plans must be approved by the City Engineer and Fire Marshal.
7.	Prior to Permit	An erosion control surety must be provided (16.08(b)).
8.	Prior to Permit	Landscape plan must be approved by the Planning Manager and landscape surety must be filed (Sec 19.52).
9.	Prior to Permit	Parking lot and site security lighting plans must be revised to satisfy the requirements of Section 21.301.07 of the City Code.

Recommended Conditions

10.	Prior to Permit	Utility plan showing location of existing and proposed water main and fire hydrant locations must be approved by the Fire Marshal and Utilities Engineer (City Code Sec. 6.20, Minnesota State Fire Code Sec. 508).
11.	Prior to Permit	Exterior building materials must be approved by the Planning Manager (Sec. 19.63.08).
12.	Prior to Permit	A National Pollutant Discharge Elimination System (NPDES) construction site permit and a Storm Water Pollution Prevention Plan (SWPPP) must be provided if greater than one acre is disturbed (State of MN and Federal regulation).
13.	Prior to Permit	Storm Water Management Plan must be provided that demonstrates compliance with the City's Comprehensive Surface Water Management Plan. A maintenance plan must be signed by the property owners and must be filed of record with Hennepin County.
14.	Prior to Permit	A Minnesota Department of Health (MDH) watermain review and approval must be obtained or notification from MDH that this permit is not required must be submitted to the City (State of MN).
15.	Prior to Permit	Federal Aviation Administration review is required through the 7460 airspace analysis process.
16.	Prior to Permit	Grading, Drainage, Utility and Erosion Control plans must be approved by the City Engineer.
17.	Prior to C/O	Buildings must meet the requirements of the Minnesota State Fire Code Appendix L (Emergency Responder Radio Coverage) adopted through City Ordinance to have approved radio coverage for emergency responders based upon the existing coverage levels of the public safety communication systems.
18.	Prior to Permit	The properties must be platted per Chapter 22 of the City Code and the approved final plat must be filed with Hennepin County prior to the issuance of any permits (22.03(a)(2)).
19.	Prior to C/O	Sidewalk must be installed along American Blvd. E. at the developer's expense (Section 21.301.04(b)(1)).
20.	Prior to C/O	Prior to occupancy, life safety requirements must be reviewed and approved by the Fire Marshal.
21.	Ongoing	All construction stockpiling, staging and parking must take place on site and off adjacent public streets and public right-of-way.
22.	Ongoing	Bicycle parking spaces must be provided and located on site as approved by the City Engineer.
23.	Ongoing	Poured-in-place concrete curbs must be provided on the perimeter of parking lots and traffic islands (Sec 19.64).
24.	Ongoing	All trash and recyclable materials must be stored inside the principal building (Sec. 21.301.17).
25.	Ongoing	All rooftop equipment must be fully screened (Sec. 19.52.01).
26.	Ongoing	Signs must be in compliance with the requirements of Chapter 19, Article X of the City Code and Uniform Design Plan.
27.	Ongoing	Alterations to utilities must be at the developer's expense.
28.	Ongoing	Fire lanes must be posted as approved by the Fire Marshal (MN State Fire Code Sec. 503.3).

Recommended Conditions

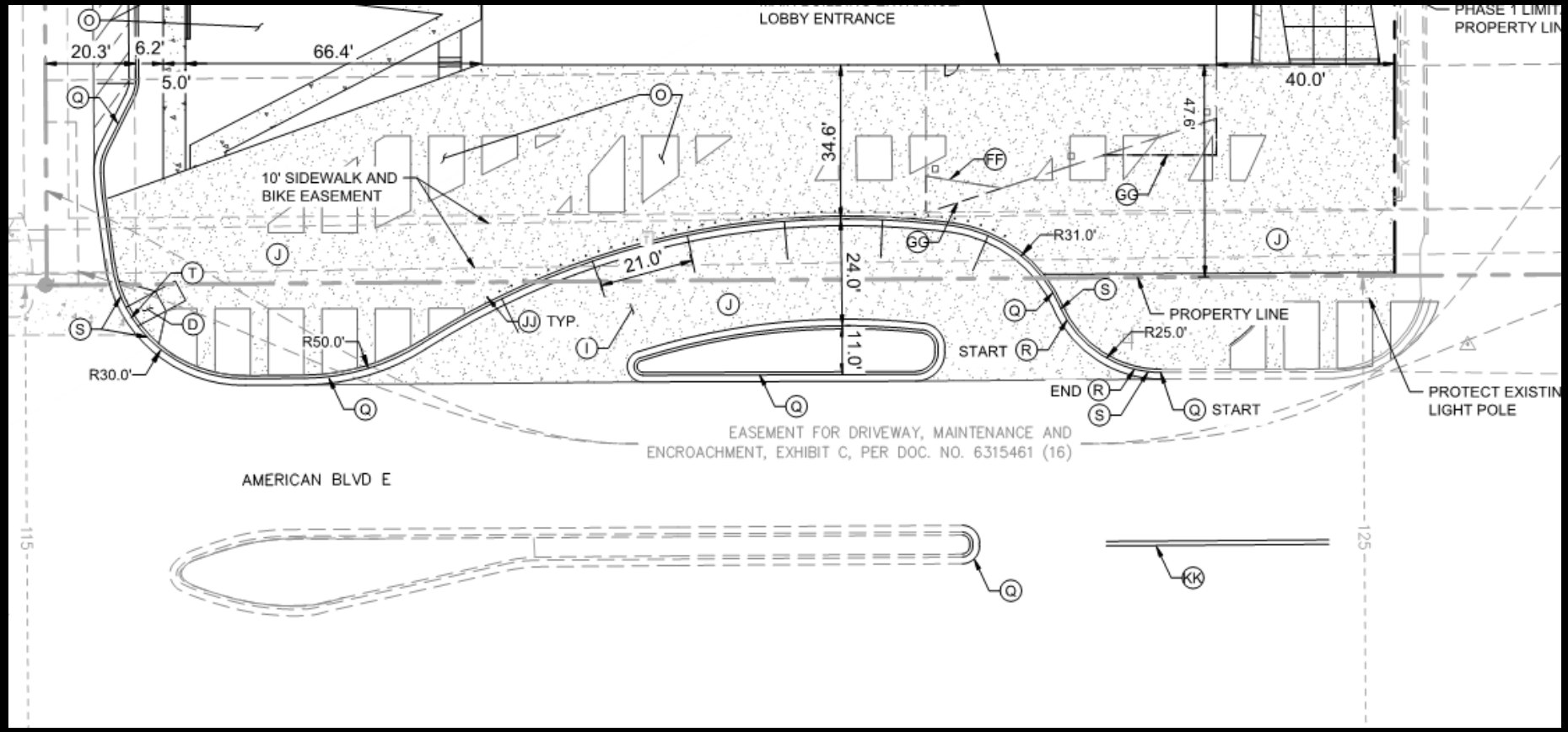
29. Ongoing — Building must be provided with an automatic fire sprinkler system as approved by the Fire Marshal (MN Bldg. Code Sec. 903, MN Rules Chapter 1306; MN State Fire Code Sec. 903).

Final Plat Conditions of Approval

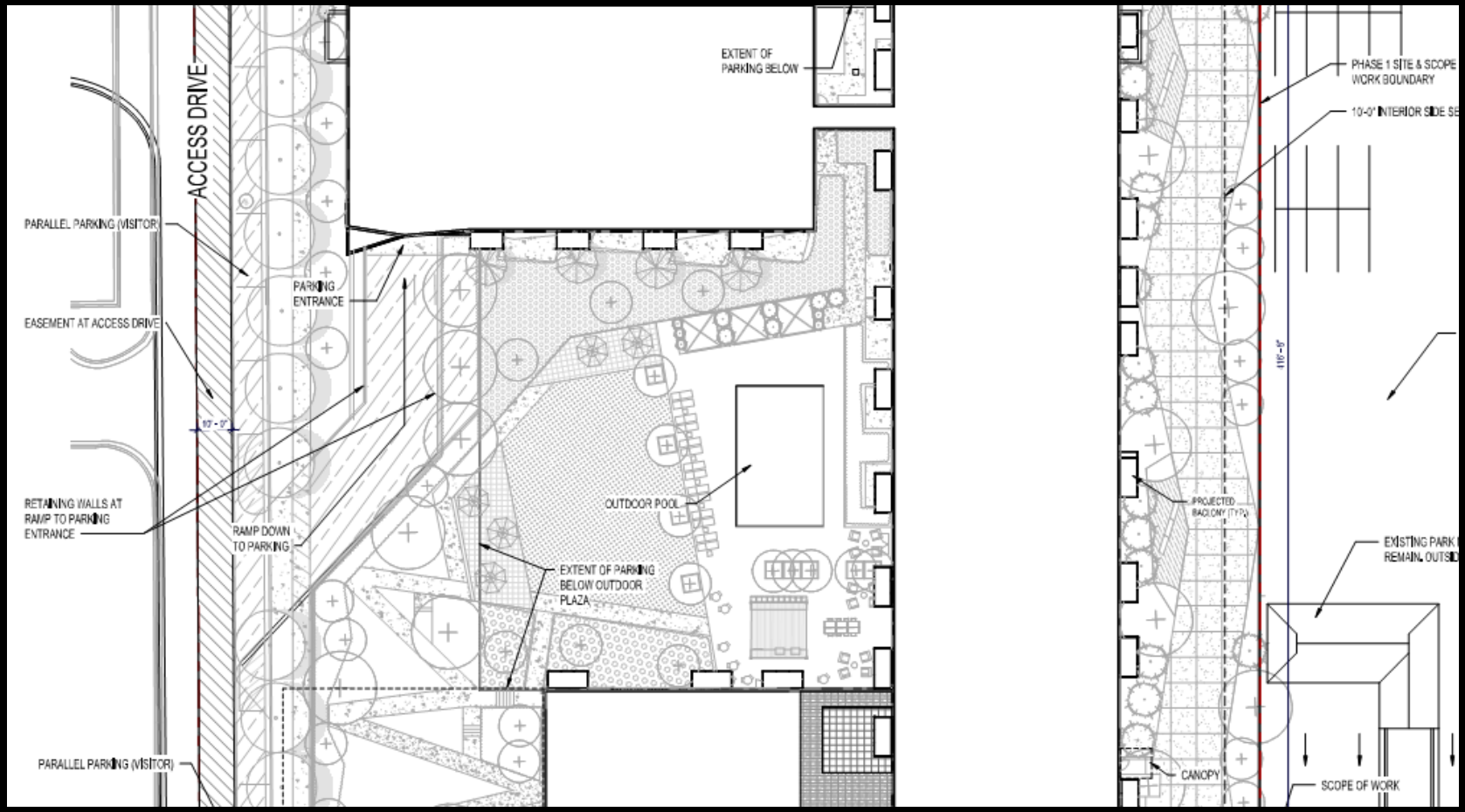
1. A title opinion or title commitment that accurately reflects the state of title of the property being platted, dated within 6 months of requesting City signatures, must be provided.
2. A consent to plat form from any mortgage company with property interest must be provided.
3. Park dedication must be satisfied for Phase I. Park dedication for future phases must be satisfied prior to the issuance of a building permit for that development phase.
4. A public sidewalk and bikeway easement must be provided along the frontage of American Blvd. E. as approved by the City Engineer.
5. Public drainage and utility easements must be provided as approved by the City Engineer.
6. Vacation of existing drainage and utility easement is recommended upon the dedication of new drainage and utility easements on the new plat.
7. The property must be platted per Chapter 22 of the City Code and the approved final plat must be filed with Hennepin County prior to the issuance of footing and foundation or building permits (22.03(a)(2)).

Extra Slides

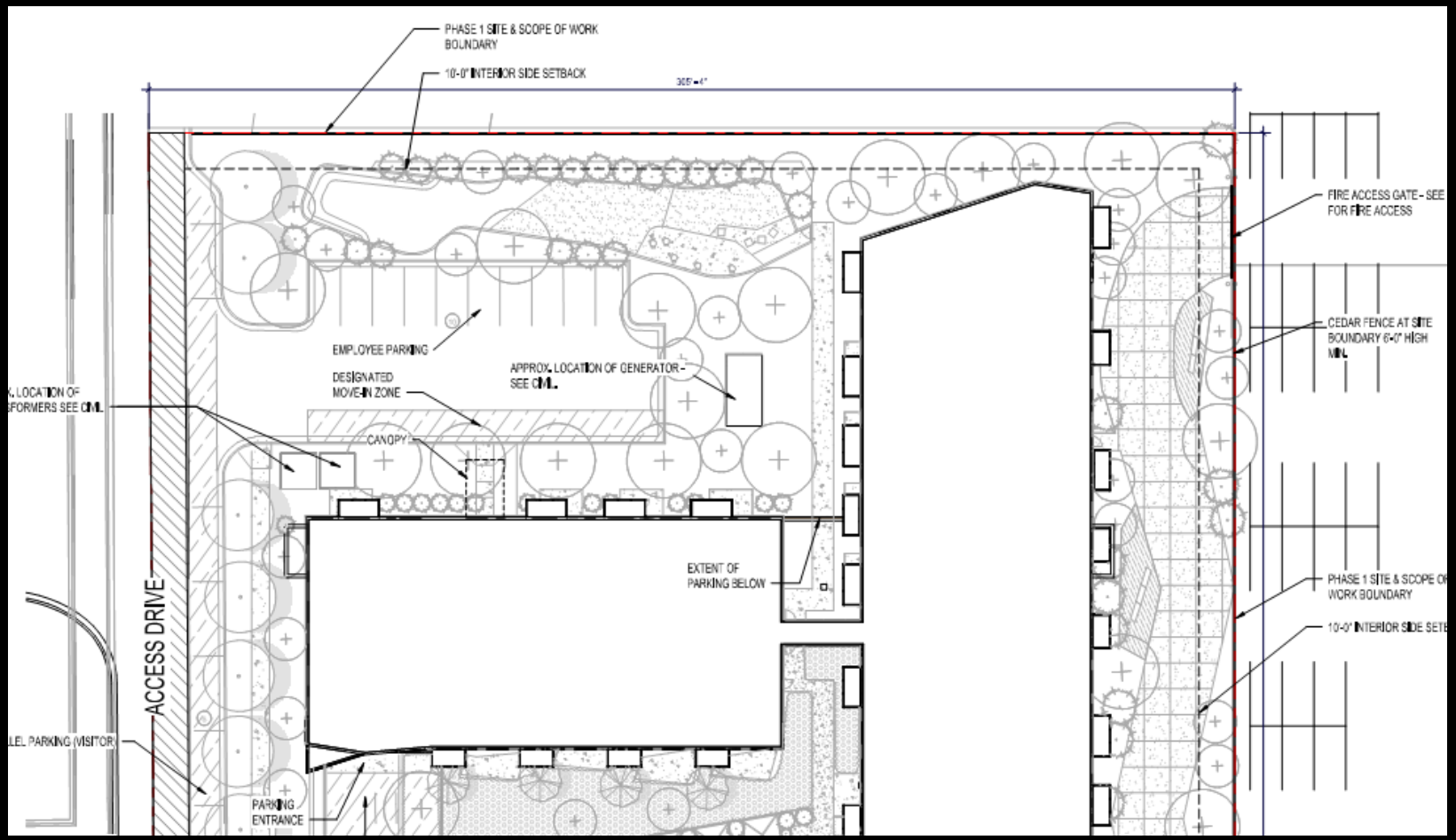
Final Development Plan



Final Development Plan - Middle



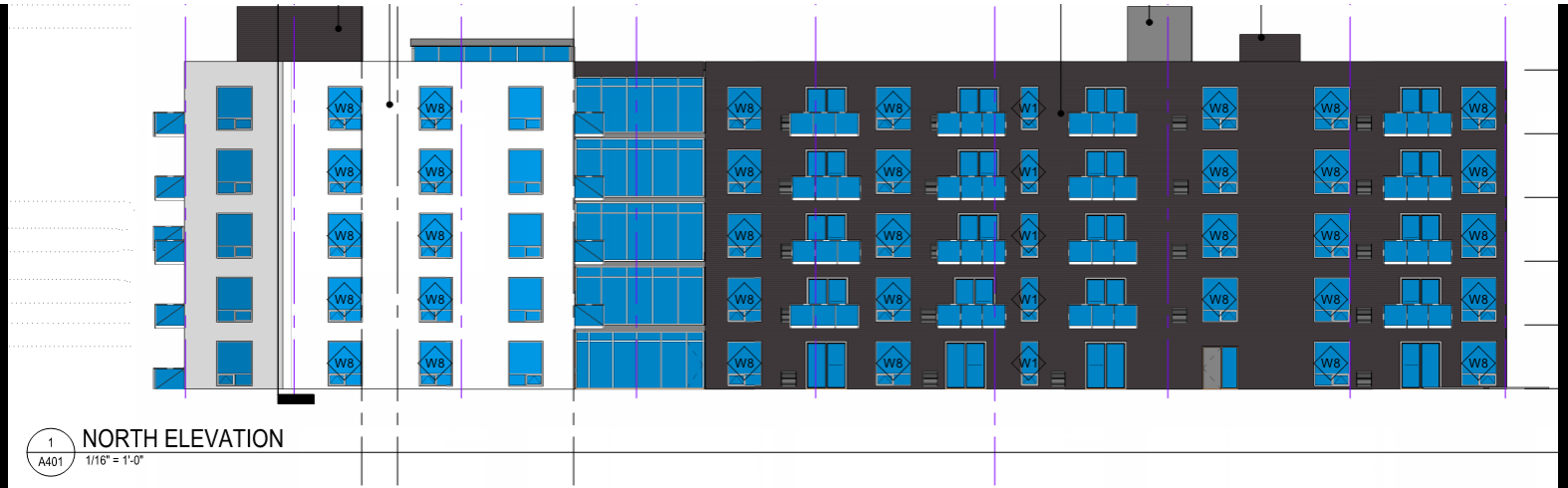
Final Development Plan – North End



Opportunity Housing Ordinance Analysis

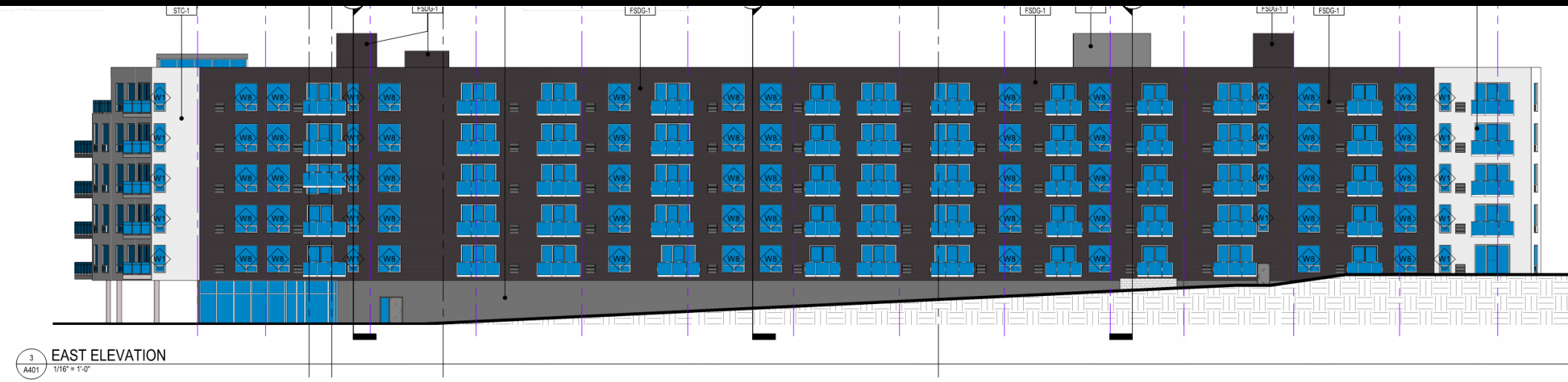
UNITS AND AFFORDABILITY					
# BEDROOMS	30% AMI	50% AMI	60% AMI	MARKET RATE	RENTS
Efficiency		12		43	$875 – market rate
1 Bedroom		17		68	$937 – market rate
2 Bedroom		7		27	$1,125 – market rate
3 Bedroom		1		8	$1,300 – market rate
4 Bedroom		-		-	-
TOTAL UNITS		37		146	

OPPORTUNITY HOUSING OBJECTIVES	
OBJECTIVE	OBJECTIVE MET
Integration §9.36 (a) Opportunity Housing units encourage racial and economic integration and distribute affordable housing units throughout the city	Yes. The development will add 37 affordable units to a mixed-income and mixed-use transit corridor of the city and will encourage further racial and economic integration.
Dispersion §9.36 (b) affordable housing units in the development are mixed with and not clustered together or segregated in any way from market rate units	Yes. The affordable units will be located throughout the development and available on each floor.
Design §9.36 (c) affordable housing units are comparable in construction quality and exterior design to the market rate units constructed as part of the development	Yes. All units are designed to the same standards.
Phasing §9.36 (d) phasing plan for development of affordable units will be proportionate to development of market rate units	Yes. The project includes affordable units in the first phase and the unit mix in a potential second phase of development is yet to be determined.
Construction §9.36 (c) construction and occupation of affordable units will be proportionate construction and occupation of market rate units	Yes. The all units developed in first phase of the project will be constructed and opened at the same time.



1 A401 NORTH ELEVATION
1/16" = 1'-0"

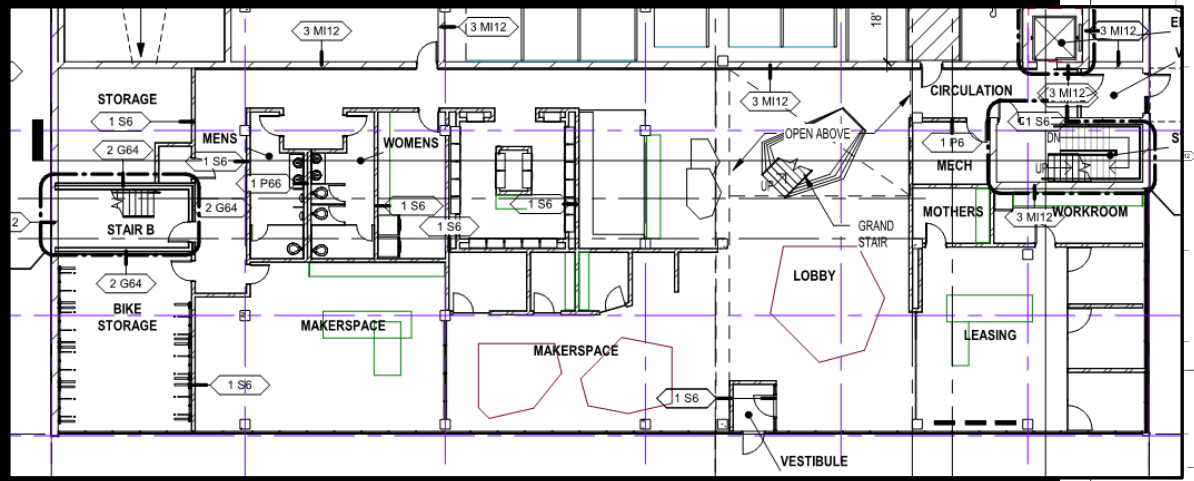
2 A401 SOUTH ELEVATION
1/16" = 1'-0"

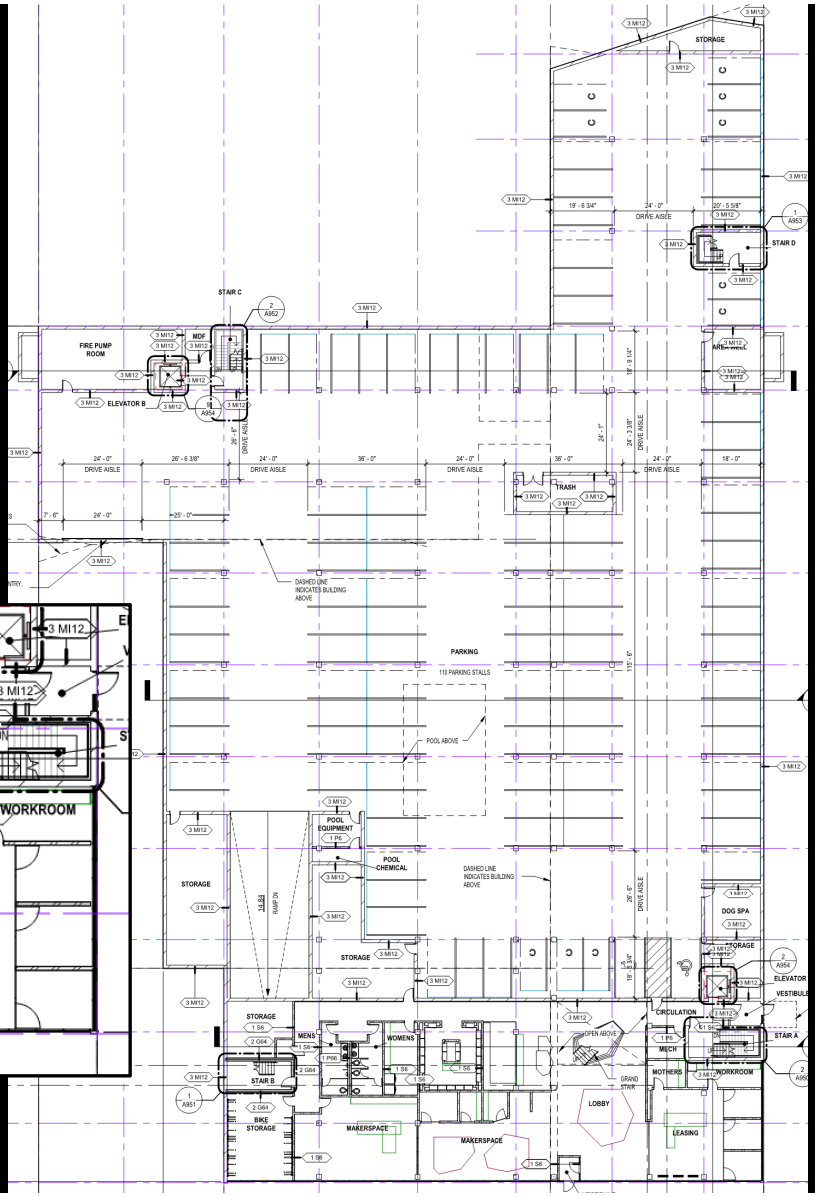


3 A401 EAST ELEVATION
1/16" = 1'-0"

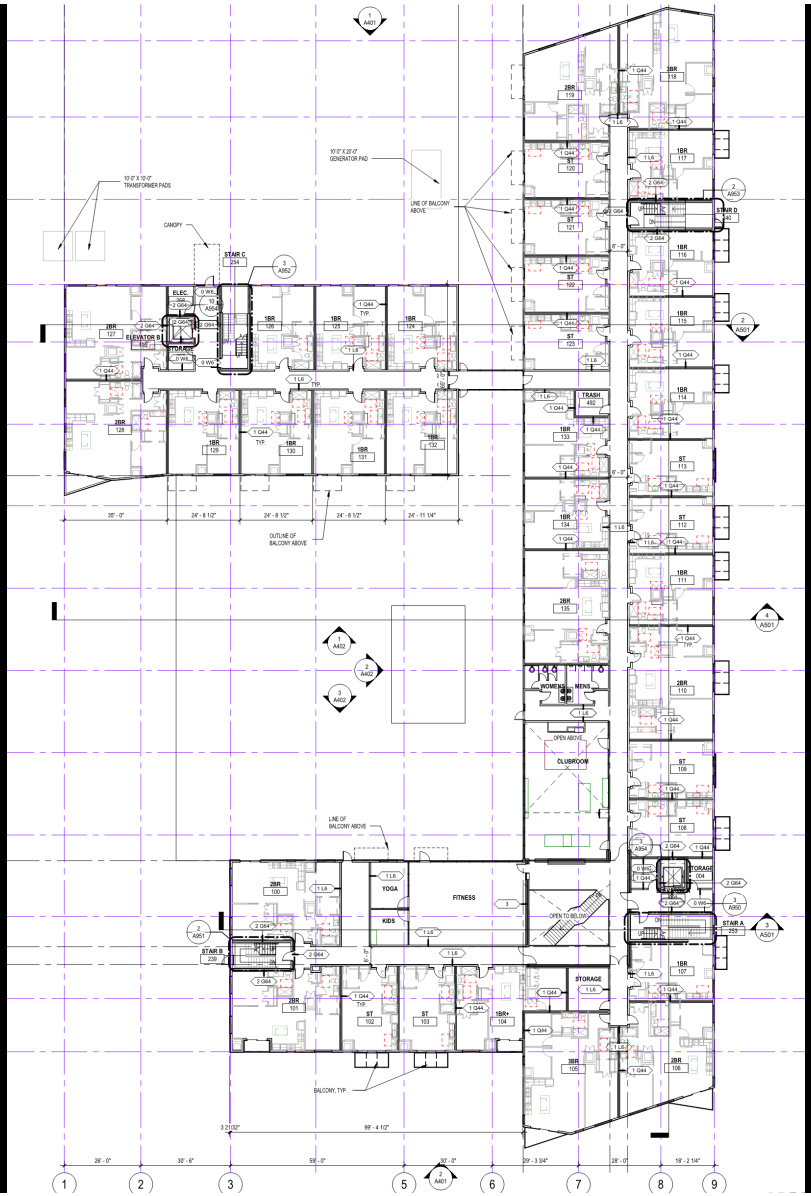
4 A401 WEST ELEVATION
1/16" = 1'-0"

Floor Plans – Street Facing

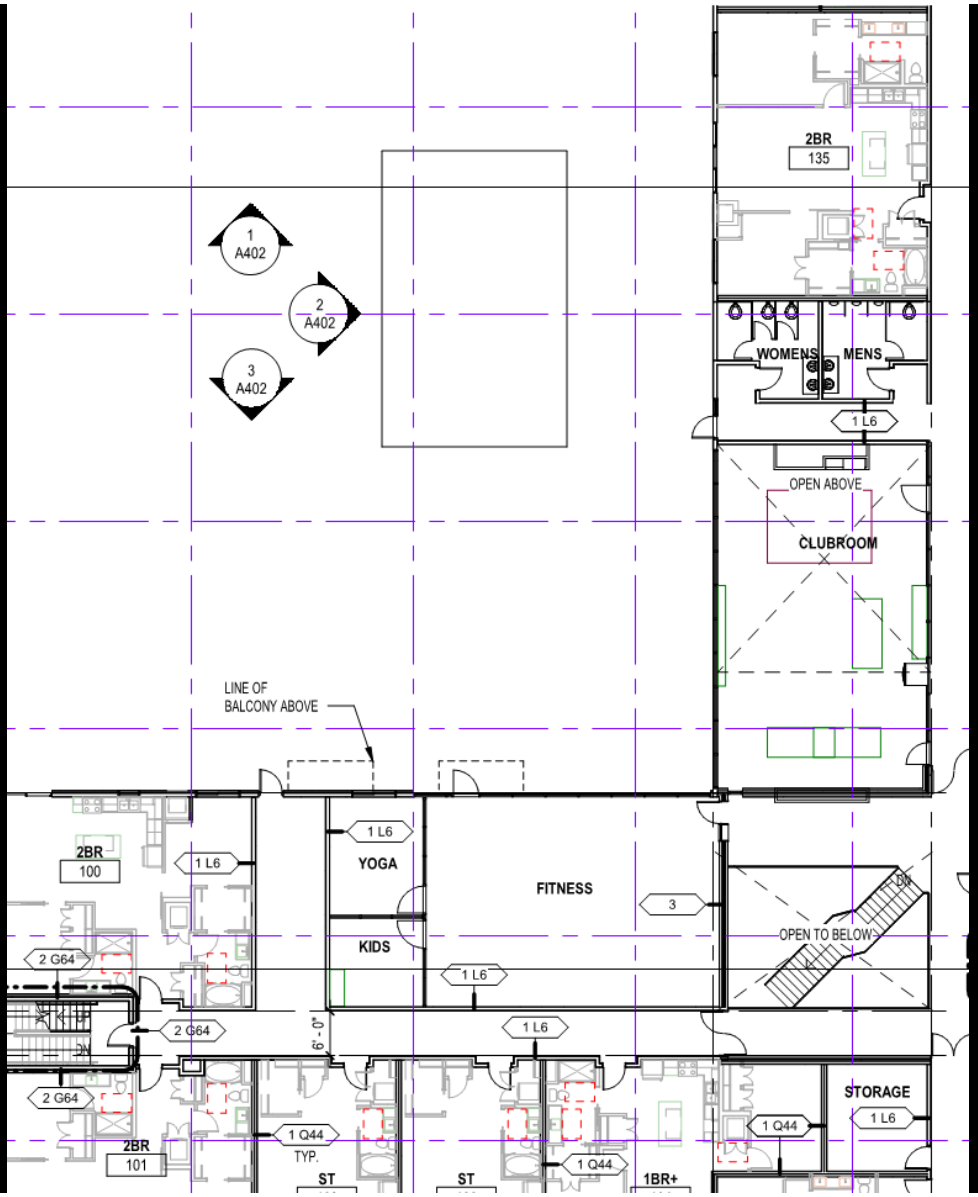




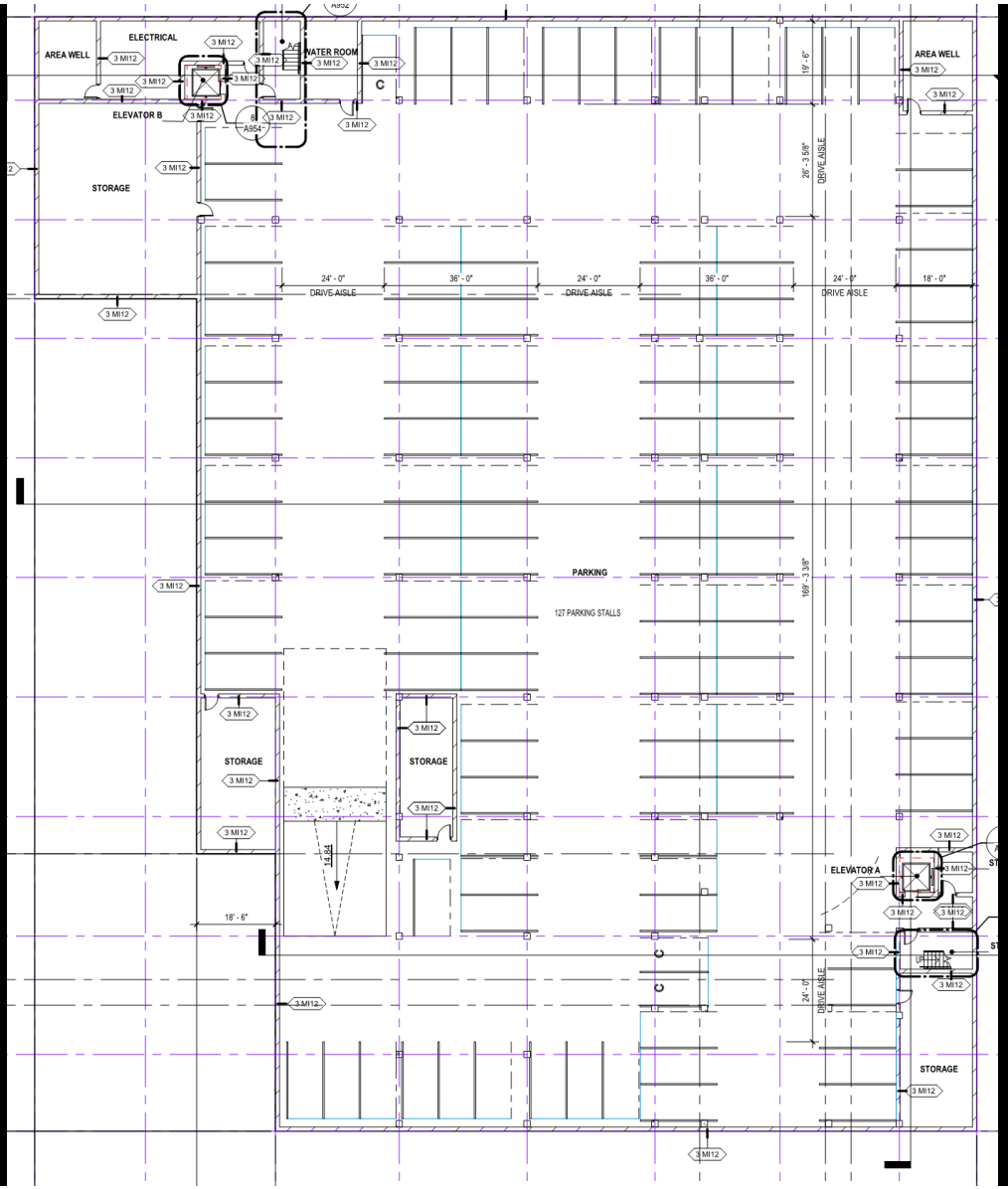
Floor Plans – Level 1



Floor Plan – Level 1 Amenities



Floor Plan – Level P1



CITY OF BLOOMINGTON MINNESOTA

Request for Council Action

Originator	Item
Engineering	**SkyWater Sanitary Sewer Project (City Project 2020-503)**
Agenda Section	Date
HEARINGS, RESOLUTIONS, AND ORDINANCES	April 6, 2020

Requested Action:

Motion by _____, seconded by _____ to adopt Resolution No. 2020- ____ accepting the special assessment and waiver agreement for the SkyWater Sanitary Sewer Project (City Project 2020-503).

Public Hearing:
Motion by _____, seconded by _____to adopt Resolution No. 2020-____ approving plans and specifications for the Skywater Sanitary Sewer Project (City Project 2020-503).

Item created by: Brian Hansen, Engineering
Item presented by: Karl Keel, Public Works Director

Description:

Special Assessment & Waiver Agreement for SkyWater Sanitary Sewer Project (2020-503)

The owner of the site located at 2401 E 86th Street received approval for rezoning, Preliminary Development Plan and Final Development Plan on September 9, 2019 to construct a 67,000 square foot addition. A condition of this approval was upsizing the sanitary sewer to provide capacity for the increased volume and frequency of sewer discharges associated with the building expansion. The applicant has asked the City to complete this work and agreed to be assessed for 50% of the cost not to exceed $237,500.00. The remaining project funding would come from the City Utility Sanitary Sewer Fund. A feasibility report for the project is attached.

Plans and Specifications for SkyWater Sanitary Sewer Project (2020-503)

The City Council is requested to approve the plans and specifications for the 2020-503 Skywater Sanitary Sewer Project (City Project 2020-503).

The project includes the upsizing of an existing sanitary sewer pipe that runs in an existing drainage and utility easement between River Ridge Road and Old Shakopee Road. These improvements will be coordinated with the adjacent property owners and will be completed with a combination of trenchless and open trench installation techniques. These improvements will be funded by a 50/50 split between the property owner at 2401 E 86th Street, Skywater Technologies and the City Utility Sanitary Sewer Fund, as mentioned above. A map has been

included showing the location of these improvements.

The proposed schedule is given below:

Council Approve plans and specs April 6, 2020

- First Advertisement April 16, 2020
- Open Bids May 2020
- Council consider bids May 2020

Attachments:

Feasibility Study
Waiver & Assessment Agreement
Resolution to Accept Assessment Agreement and Order Project
Project Location Map
Resolution to Approve Plans and Specifications

CITY OF
BLOOMINGTON
MINNESOTA

Preliminary Report / Feasibility Study
SkyWater Sanitary Sewer Project
City Project Number 2020-503

I. Scope of Work

The owner of the site located at 2401 E 86th Street received approval for rezoning, Preliminary Development Plan and Final Development Plan on September 9, 2019 to construct a 67,000 square foot addition. A condition of this approval was upsizing the sanitary sewer to provide capacity for the increased volume and frequency of sewer discharges associated with the building expansion. The applicant has asked the City to complete this work and assess 50% of the cost back to the property owner.

The work will consist of removing and abandoning existing sanitary sewer pipe & manholes, installing new sanitary sewer pipe and manholes, restoration of curb & gutter and sidewalk, bituminous surfacing and sod restoration.

II. Project Cost Estimate

The estimated project costs are summarized in the table below:

Construction	$315,000
20% Contingency	$63,000
25% Design and Project Administration	$94,500
Total	***$472,500***

III. Project Funding and Special Assessments

The project is being funded by 50% special assessment as described in the waiver agreement by the current property owner and 50% by the City Utility Sanitary Sewer Fund for sanitary sewer system upgrades that are in the vicinity but not required for the development. All associated property owner project costs will be assessed per the City of Bloomington's Special Assessment Policy.

IV. Design and Construction Schedule

It is proposed that the work in this report will be completed and assessed in 2020. The work involved for this project will be bid as part of the 2020-503 SkyWater Sanitary Sewer Project. Design of the plans and specifications, as well as supervision of the construction, will be coordinated and performed by the Engineering Division of the Public Works Department.

ENGINEERING DIVISION
1700 WEST 98TH STREET, BLOOMINGTON MN 55431-2501
PH 952-563-4870 FAX 952-563-4770 MN RELAY 711

AN AFFIRMATIVE ACTION/EQUAL OPPORTUNITIES EMPLOYER

RESOLUTION NO. 2020-

A RESOLUTION DECLARING ADEQUACY OF SPECIAL ASSESSMENT AND WAIVER AGREEMENT AND ORDERING PROJECT
(2020-503 SKYWATER SANITARY SEWER)

WHEREAS, the City Council of the City of Bloomington is the official governing body of the City of Bloomington; and

WHEREAS, the City Council is presented with a Special Assessment and Waiver Agreement for Installation of Public Improvements and Assessment of the Costs Thereof ("the Agreement") in which the owner, Skywater Technology Foundry, Inc ("the Owner"), of the property located at 2401 East 86th Street requests design and construction of City Project 2020-503: Skywater Sanitary Sewer Project; and

WHEREAS, the Agreement proposes that 50% of the project costs to design and construct City Project 2020-503, up to $237,500.00 be assessed to the property at 2401 East 86th Street and legally described in the County of Hennepin, Minnesota, as Lot 1, Block 1 CYPRESS 2ND ADDITION ("the Property"); and

WHEREAS, the Agreement (Exhibit A) was signed by Steve Wold representing the Owner; and

WHEREAS, the Property is the only parcel proposed to be assessed, therefore the Agreement was signed by 100% of the assessed property owners;

WHEREAS, the City Engineer has determined that the proposed improvements are necessary, cost-effective, and feasible as indicated in the Feasibility Report for City Project 2020-503: Skywater Sanitary Sewer Project; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF BLOOMINGTON, MINNESOTA, THAT;

1. The above Recitals are hereby incorporated by reference.

2. The Agreement requesting the design and construction of City Project 2020-503: Skywater Sanitary Sewer Project, filed with the City Council on April 6, 2020, is hereby declared to be signed by the Owner. This declaration is made in conformity to Minn. Stat. Chapter 429.

3. City staff are hereby authorized and directed to take all steps necessary and expedient in furtherance of the intent of this Resolution.

4. Such improvements will be ordered with four-fifths vote by the City Council in 2020 after due consideration of all information, Agreements, and testimony, for construction on or before the year 2020.

Passed and adopted this 6th day of April, 2020.

_____
Mayor

Attest:

_____
Secretary to the Council

EXHIBIT A

SPECIAL ASSESSMENT AND WAIVER AGREEMENT

THIS AGREEMENT is made and entered into this 26 day of March 2020 by and between the City of Bloomington, a municipal corporation under the laws of Minnesota, located at 1800 West Old Shakopee Road, Bloomington, Minnesota 55341 ("City") and Skywater Technology Foundry, Inc., a Minnesota Corporation located at 2401 E 86th Street, Bloomington, Minnesota 55425 ("Owner")

RECITALS:

A. Owner represents that it is the fee owner of the property (the "Property") referred to as 2401 East 86th Street, located in the City of Bloomington, Hennepin County, Minnesota, legally described as:

Lot 1, Block 1, CYPRESS 2ND ADDITION

B. Owner submitted an application to the City for a rezoning, preliminary development plan, and final development plan. The City determined that sanitary sewer upgrades are necessary to support the proposed building expansion identified in the plan.

C. For the purposes of its building expansion on the Property, the Owner desires, and hereby requests, that the Bloomington City Council:

1. Order and cause the design and construction of sanitary sewer pipe upgrades between E Old Shakopee Road and River Ridge Road (the "Project") as shown in Exhibit A.

2. Levy a special assessment on the Property for up to a maximum of $237,500.00 (the "Assessment"), which is equal to 50% of the estimated cost of the Project, as shown in Exhibit B.

3. Levy the Assessment for the Project such that the assessments shall be paid over ten (10) years at an interest rate of five percent (5%), unless the Owner chooses to pre-pay the special assessment prior to November 29, 2020.

4. Complete the Project over the summer of 2020 and to assess the Project in 2020.

NOW THEREFORE, in consideration of the action of the Bloomington City Council at the Owners request to cause the construction of the Project and levy the Assessment, the Owner agrees as follows:

1. The Recitals set forth above are incorporated into this Agreement as if fully set forth herein.

2. This Agreement shall have the same force and effect as a petition presented pursuant to Minnesota Statues 429.031, and the Owner specifically waives any public hearings with respect to the proposed assessment.

3. The Owner agrees to pay the Assessment to the Property for the Project up to a maximum of $237,500.00 to be paid over ten (10) years at an interest rate of five percent (5%), unless the Owner chooses to pre-pay the special assessment prior to November 29, 2020.

4. The Owner specifically waives any objection to the City's design and construction of the Project, including any objection to the final design, any objection to the procedure pursuant to which the City orders the Project, and any objection to the City's failure to strictly follow the notice and other requirements of Minnesota Statutes, Chapter 429 with respect to ordering the Project.

5. The Owner expressly waives objection to any irregularity with regard to the assessment of the Property for the Project; expressly waives any claim that the amount assessed is excessive; and expressly waives all rights of appeal, including any rights under Chapter 429, Minnesota Statutes or such successor statutes that may be promulgated dealing with the right of a municipality to levy special assessments for improvements.

6. The Owner agrees the Project increases the fair market value of, and is a special benefit to, the Property.

[Signatures on following page]

IN WITNESS WHEREOF, the parties duly authorized representatives have executed this Agreement the day and year first written above

CITY OF BLOOMINGTON, MINNESOTA

DATED:_____ BY:_____
Tim Busse
Its: Mayor

DATED:_____ BY:_____
James D. Verbrugge
Its: City Manager

Reviewed and approved by the City Attorney.

_____
Melissa J. Manderschied

SKYWATER TECHNOLGY FOUNDRY, INC (OWNER)

DATED: March 26, 2020 BY: Steve Wold

Its: EVP & CFO

STATE OF MINNESOTA)
) SS
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 26 day of MARCH, 2020, by LAURA WOOLSTON ALONSO, the CITY CLERK OFFICE of ~~Skywater Technology Foundry, Inc. a Minnesota corporation.~~ THE CITY OF BLOOMINGTON, MN

LAURA MARIE WOOLSTON ALONSO
Notary Public-Minnesota
My Commission Expires Jan 31, 2024

_____
Notary Public

EXHIBIT A
22N
E 87TH ST
E 88TH ST
21ST AVE S
SKYLINE DR
E 89TH ST
Upgrade to 12"
Sanitary Sewer Pipe
RIVER RIDGE CIR
RIVER RIDGE RD

EXHIBIT B

2020-503 SKYWATER SANITARY SEWER

ESTIMATED QUANTITIES

ITEM NO.	ITEM DESCRIPTION	UNITS	NOTE	QUANTITY	UNIT PRICE	EXTENTION
2016.601	CONTRACTOR SUPERINTENDENCE	LS		1	$ 4,500.00	$ 4,500.00
2101.524	CLEARING	TREE		4	$ 475.00	$ 1,900.00
2101.524	GRUBBING	TREE		4	$ 425.00	$ 1,700.00
2104.502	REMOVE MANHOLE OR CATCH BASIN	EACH		4	$ 750.00	$ 3,000.00
2104.502	ABANDON PIPE SEWER	L F		277	$ 15.00	$ 4,155.00
2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	L F		10	$ 7.50	$ 75.00
2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	L F		293	$ 3.50	$ 1,025.50
2104.503	REMOVE CURB & GUTTER	L F		70	$ 8.00	$ 560.00
2104.503	REMOVE PIPE SEWERS	L F		329	$ 22.00	$ 7,238.00
2104.504	REMOVE CONCRETE WALK	S Y		28	$ 9.00	$ 252.00
2104.504	REMOVE BITUMINOUS PAVEMENT	S Y		622	$ 5.50	$ 3,421.00
2104.523	SALVAGE & REINSTALL SIGN TYPE C	EACH		1	$ 100.00	$ 100.00
2105.507	COMMON EXCAVATION	C Y	(1)	479	$ 30.00	$ 14,370.00
2105.507	GRANULAR BORROW (CV)	C Y		175	$ 30.00	$ 5,250.00
2105.602	RECOVERY SHAFT	L S	(2) (3)	1	$ 2,000.00	$ 2,000.00
2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOUR		4	$ 175.00	$ 700.00
2211.507	AGGREGATE BASE (CV) CLASS 5	C Y		242	$ 38.00	$ 9,196.00
2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL		70	$ 4.25	$ 297.50
2360.509	TYPE SP 12.5 WEARING COURSE MIX (4,C)	TON		82	$ 125.00	$ 10,250.00
2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,B)	TON		24	$ 135.00	$ 3,240.00
2360.509	TYPE SP 12.5 NON WEAR COURSE MIX (3,B)	TON		164	$ 125.00	$ 20,500.00
2503.503	12" RC PIPE SEWER DES 3006 CL V	L F		37	$ 65.00	$ 2,405.00
2503.601	SANITARY SEWER BYPASS PUMPING	L S		1	$ 10,000.00	$ 10,000.00
2503.601	18" STORM SEWER BYPASS	L S		1	$ 4,500.00	$ 4,500.00
2503.602	RECONNECT SANITARY SEWER SERVICE	EACH	(5) (6)	2	$ 350.00	$ 700.00
2503.602	12"X4" PVC WYE	EACH		2	$ 150.00	$ 300.00
2503.603	12" PIPE SEWER CLAY (TRENCHLESS)	L F		256	$ 450.00	$ 115,200.00
2503.603	12" DIP CL 54 ZINC COATED	L F	(7)	23	$ 170.00	$ 3,910.00
2503.603	12" PVC PIPE SEWER - SDR35	L F		234	$ 65.00	$ 15,210.00
2503.603	10" PVC PIPE SEWER - SDR 35	L F		31	$ 50.00	$ 1,550.00
2503.603	4" PVC PIPE SEWER SDR 26	L F	(4)	20	$ 15.00	$ 300.00
2504.602	ADJUST GATE VALVE	EACH		2	$ 350.00	$ 700.00
2504.602	REVISE IRRIGATION SYSTEM	EACH		1	$ 650.00	$ 650.00
2506.502	ADJUST FRAME & RING CASTING	EACH		4	$ 425.00	$ 1,700.00
2506.602	CONSTRUCT 48" SANITARY MANHOLE	EACH		4	$ 5,500.00	$ 22,000.00
2506.602	INTERNAL MANHOLE CHIMNEY SEAL	EACH		6	$ 375.00	$ 2,250.00
2506.602	STANDARD CATCH BASIN	EACH		1	$ 2,000.00	$ 2,000.00
2520.608	CONCRETE GROUT SPECIAL	GAL	(2)	250	$ 1.25	$ 312.50
2521.518	4" CONCRETE WALK	S F		131	$ 10.00	$ 1,310.00
2521.518	6" CONCRETE WALK	S F		121	$ 13.00	$ 1,573.00
2531.503	CONCRETE CURB & GUTTER DESIGN B618	L F		20	$ 35.00	$ 700.00
2531.503	CONCRETE CURB & GUTTER DESIGN B624	L F		70	$ 40.00	$ 2,800.00
2533.503	PORTABLE PRECAST CONCRETE BARRIER DES. 8337	L F		100	$ 21.00	$ 2,100.00
2540.602	SALVAGE AND RELOCATE MAILBOX	EACH	(8)	1	$ 250.00	$ 250.00
2557.603	CONSTRUCTION FENCING	L F		385	$ 6.50	$ 2,502.50
2563.601	TRAFFIC CONTROL	LS		1	$ 12,500.00	$ 12,500.00

2020-503 SKYWATER SANITARY SEWER

ESTIMATED QUANTITIES

ITEM NO.	ITEM DESCRIPTION	UNITS	NOTE	QUANTITY	UNIT PRICE	EXTENTION
2571.524	DECIDUOUS TREE 3" CAL B&B	TREE		1	$ 550.00	$ 550.00
2571.524	CONIFEROUS TREE 6' HT B&B	TREE		3	$ 550.00	$ 1,650.00
2573.502	STORM DRAIN INLET PROTECTION	EACH		10	$ 185.00	$ 1,850.00
2573.503	SILT FENCE; TYPE HI	L F	(9)	550	$ 4.00	$ 2,200.00
2573.540	FILTER LOG TYPE COMPOST LOG	L F		50	$ 7.50	$ 375.00
2574.507	LOAM TOPSOIL BORROW	C Y		79	$ 42.00	$ 3,318.00
2575.504	SODDING TYPE LAWN	S Y		714	$ 5.50	$ 3,927.00
2582.503	4" BROKEN LINE MULTI COMP	L F		30	$ 2.00	$ 60.00
2582.503	4" DBLE SOLID LINE MULTI COMP	L F		50	$ 5.00	$ 250.00

Subtotal	**$ 315,333.00**
Contingency (20% Project Cost)	$ 378,399.60
Total Construction Cost Estimate	**$ 378,399.60**
Engineering Costs, Bonds and Legal Fees (25% Total)	$ 94,599.90
Total Cost Estimate	**$ 472,999.50**

Notes:

(1) 129 CY (P) FOR ROAD CONSTRUCTION. 350CY ESTIMATED TO BE HAULED TO AND RETUNED FROM OFF SITE STORAGE. (PROVIDED BY CITY)

(2) CONTINGENCY ITEM - FOR USE ONLY WITH PRIOR AUTHORIZATION OF THE ENGINEER

(3) INCLUDES, BUT NOT LIMITED TO, EXCAVATION, BACKFILL, AND OBSTACLE REMOVAL: OBSTACLES SHALL BECOME PROPERTY OF THE CONTRACTOR AND BE REMOVED FROM THE SITE.

(4) INCLUDES ALL BEND AS NEEDED

(5) EX. SERVICES ARE 6". MATERIAL MAY VERY.

(6) WITH APPROVED COMMERCIAL ADAPTOR / COUPLING

(7) INCLUDES, BUT NOT LIMITED TO CORING 72" RCP STORM SEWER, BOOTS, AND GROUTING IN AND OUTSIE OF 72" STORM.

(8) INCLUDES REPLACING MAILBOX TO ORIGINAL SITE ONCE CONSTRUCTION IS COMPLETE

(9) INCLUDES AROUND OFF SITE STOCKPILE.

RESOLUTION NO. 2020-

A RESOLUTION DECLARING ADEQUACY OF SPECIAL ASSESSMENT AND WAIVER AGREEMENT AND ORDERING PROJECT
(2020-503 SKYWATER SANITARY SEWER)

WHEREAS, the City Council of the City of Bloomington is the official governing body of the City of Bloomington; and

WHEREAS, the City Council is presented with a Special Assessment and Waiver Agreement for Installation of Public Improvements and Assessment of the Costs Thereof ("the Agreement") in which the owner, Skywater Technology Foundry, Inc ("the Owner"), of the property located at 2401 East 86th Street requests design and construction of City Project 2020-503: Skywater Sanitary Sewer Project; and

WHEREAS, the Agreement proposes that 50% of the project costs to design and construct City Project 2020-503, up to $237,500.00 be assessed to the property at 2401 East 86th Street and legally described in the County of Hennepin, Minnesota, as Lot 1, Block 1 CYPRESS 2ND ADDITION ("the Property"); and

WHEREAS, the Agreement was signed by Steve Wold representing the Owner; and

WHEREAS, the Property is the only parcel proposed to be assessed, therefore the Agreement was signed by 100% of the assessed property owners;

WHEREAS, the City Engineer has determined that the proposed improvements are necessary, cost-effective, and feasible as indicated in the Feasibility Report for City Project 2020-503: Skywater Sanitary Sewer Project; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF BLOOMINGTON, MINNESOTA, THAT;

1. The above Recitals are hereby incorporated by reference.

2. The Agreement requesting the design and construction of City Project 2020-503: Skywater Sanitary Sewer Project, filed with the City Council on April 6, 2020, is hereby declared to be signed by the Owner. This declaration is made in conformity to Minn. Stat. Chapter 429.

3. City staff are hereby authorized and directed to take all steps necessary and expedient in furtherance of the intent of this Resolution.

4. Such improvements will be ordered with four-fifths vote by the City Council in 2020 after due consideration of all information and Agreements for construction on or before the year 2020.

Passed and adopted this 6th day of April, 2020.

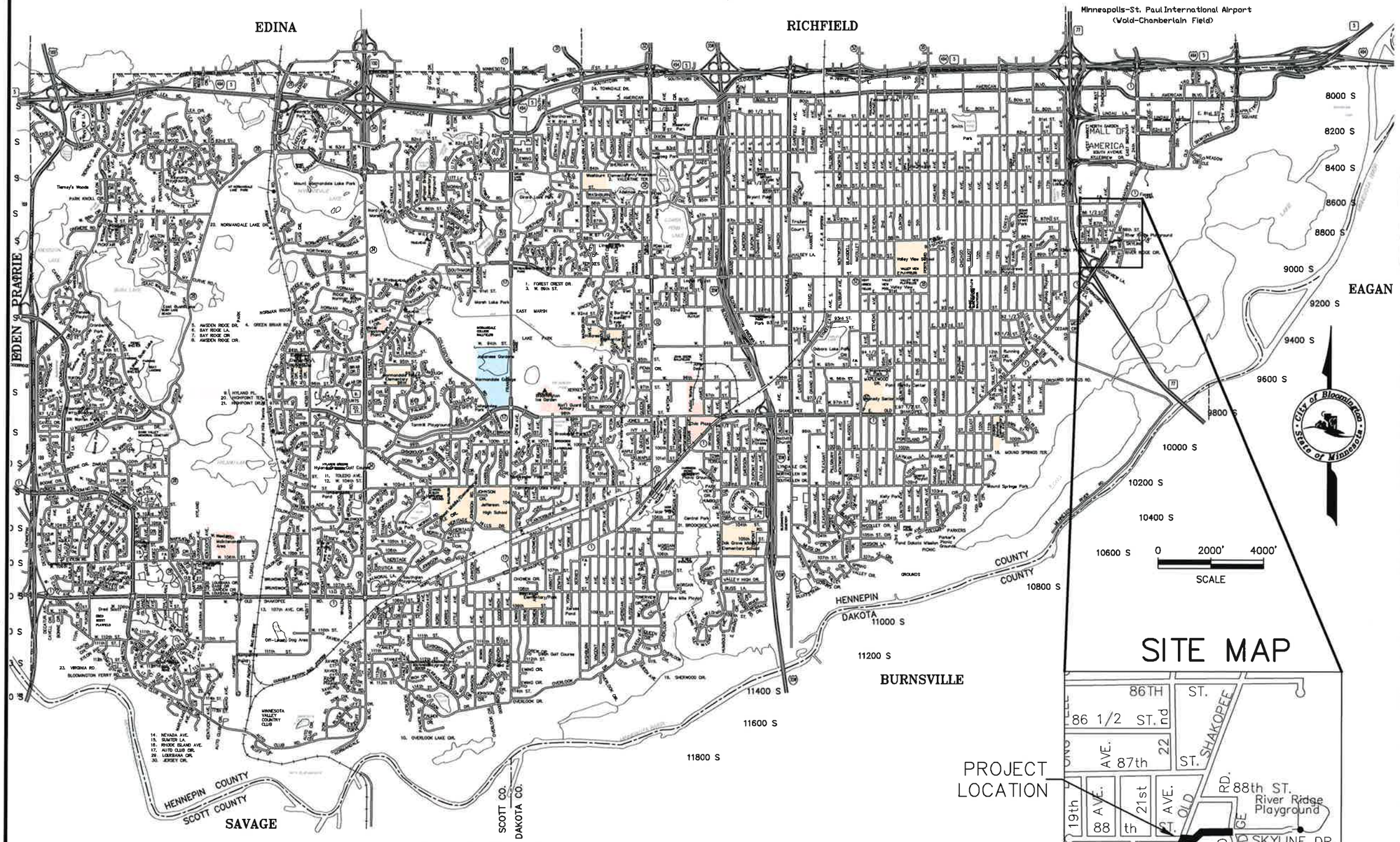
_____
Mayor

Attest:

_____
Secretary to the Council

CONSTRUCTION PLANS FOR: 2020-503 SKYWATER SANITARY SEWER PROJECT

CITY OF BLOOMINGTON, ENGINEERING DIVISION



SITE MAP

INDEX

SHEET NO.	SHEET DESCRIPTION
1	TITLE SHEET
2	STATEMENT OF QUANTITIES
3	TYPICAL SECTIONS
4	CONSTRUCTION NOTES
5-11	STANDARD DETAILS
12-13	SWPPP
14	PLAN SHEETS
15	STORM AND STRIPING PLANS

THIS PLAN CONTAINS 15 SHEETS

LEGEND

	EXISTING	PROPOSED
CENTER LINE		
RIGHT OF WAY LINE		
PROPERTY LINE		
PERM. EASEMENT LINE		
TEMP. EASEMENT LINE		
EDGE OF ASPHALT	EOA	
CURB & GUTTER LINE		
REMOVE CURB AND GUTTER		
REM AND REPLACE C & G		
SEWER LINE	>	>
SEWER SERVICE LINE	S	S
STORM SEWER	>>	>>
WATER LINE	W	W
WATER SERVICE LINE	W	W
WATER SRVC. LINE (ABAN.)	W(A)	W(A)
CATV LINE	CATV	
GAS LINE	G	
OVERHEAD ELECTRIC	OE	
FIBER OPTIC	FO	
UNDERGROUND ELECTRIC	ELEC	
TELEPHONE CABLE	T	
UTILITY POLE		
LIGHT POLE		
UTILITY POLE W/ LIGHT		
GUY WIRE		
MANHOLE; STORM, SAN.		
CATCH BASIN		
HYDRANT		
WATER VALVE		
WATER VALVE IN MANHOLE		
RAILROAD		
CONIFEROUS TREE		
DECIDUOUS TREE		
CLEAR AND GRUB TREE		
HEDGE		
PED. CURB RAMP		
TRAFFIC SIGNAL		
BLOCK RETAINING WALL		
WOOD RETAINING WALL		
TREE LINE		
CHAIN LINK FENCE		
WOOD FENCE		
WIRE FENCE		
EROSION CONTROL FENCE		
INLET PROTECTION		
SANITARY MANHOLE		SSMH A
STORM MANHOLE		MH X
CONCRETE WALK		
REMOVE CONCRETE WALK		
BITUMINOUS SURFACE		
REM. BITUMINOUS SURF.		
CONCRETE WALK SPECIAL		
GRAVEL SURFACE		
MILL BITUMINOUS SURFACE		
BUILDING		
SUBGRADE EXCAVATION		

GOVERNING SPECIFICATIONS

1. THE 2018 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.
2. ALL TRAFFIC CONTROL DEVICES AND SIGNING SHALL CONFORM TO THE MMUTCD, INCLUDING FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS.

I HERE BY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

ENGINEER _____ REG. NO. _____ DATE _____

APPROVED _____ CITY ENGINEER _____ DATE _____

Drawing name: H:\PROJECTS\2020\2020-503 Skywater Sanitary Sewer\Cad Files\20-503 Cover.dwg --- Printed: Mar 26, 2020 - 10:34am

SHEET No. 1 OF 15 SHEETS

RESOLUTION NO. 2020-

A RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ORDERING ADVERTISEMENT FOR BIDS FOR SKYWATER SANITARY SEWER PROJECT (CITY PROJECT 2020-503)

WHEREAS, the City Council of the City of Bloomington is the official governing body of the City of Bloomington; and

WHEREAS, pursuant to Resolution No. 2020-_____, passed by the City Council, on the 6th day of April 2020, the City Engineer has prepared plans and specifications for the Skywater Sanitary Sewer Project, and has presented such plans and specifications to the Council for approval; and

WHEREAS, 50% of the project costs will be assessed to the Skywater Technologies property located at 2401 East 86th Street, Bloomington, MN 55425 and the remaining 50% will be funded by sanitary sewer utility funds; and

WHEREAS, the estimated cost of the project is $475,000.00; and the estimated amount to be assessed is $237,500.00; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF BLOOMINGTON, MINNESOTA, THAT;

1. The above Recitals are hereby incorporated by reference.

2. The plans and specifications for the construction of the aforementioned project have been presented to the City Council, copies of which are on file in the Engineering Division, and are hereby accepted upon the recommendation of the City Engineer.

3. The City Engineer shall prepare and cause to be inserted in the official paper of the City of Bloomington and in the Finance and Commerce an advertisement for bids for the making of such improvement under such approved plans and specifications. The advertisement shall be published as required by law, shall specify the work to be done, shall call the bids on the basis of cash payment for such work, shall state the date and time that the bids will be received by the City Clerk and City Engineer at which time they will be publicly opened in the Bloomington Public Works Department and subsequently be considered by the Council; and that no bids will be considered unless sealed and filed with the City Clerk and accompanied by a cash deposit, certified check or bid bond payable to the City of Bloomington for five (5) percent of the amount of such bid.

Passed and adopted this 6th day of April, 2020.

_____
Mayor

Attest:

_____
Secretary to the Council

CITY OF BLOOMINGTON MINNESOTA

Request for Council Action

Originator	Item
Planning	**City Code Amendments and Rezoning - Bluff Standards**
Agenda Section	Date
HEARINGS, RESOLUTIONS, AND ORDINANCES	April 6, 2020

Requested Action:

Given the high level of public interest in this item and a desire to ensure the public can safely offer public testimony, staff **recommends continuing this item to the June 1, 2020 City Council meeting**.

Due to COVID-19, the Lower Minnesota River Watershed District (LMRWD) staff intend to support a 2 month extension for cities to come into compliance with the new LMRWD standards, and will bring this request to its Board of Managers at its April 15th meeting. The current deadline for cities to come into compliance with the new standards is May 1st, and the extension would allow until July 1st.

Item created by: Shawn James, Planning
Item presented by: Shawn James, Planning

Description:

This item includes City Code Amendments to modify districts and standards for the Bluff Protection Overlay Districts and rezone multiple properties along the Minnesota River Valley Bluff to apply or remove the Bluff Protection Overlay District.

The value of the river bluffs as natural open space and the need to preserve them has long been recognized by the City. Among other issues, increased development and more impactful precipitation events have created greater need to apply best practices in order to prevent soil erosion, enhance water quality, and improve natural habitat. The Lower Minnesota River Watershed District (LMRWD) and City standards are intended to minimize the risk of landslides, property damage, and degraded waters.

The proposed zoning text amendment and zoning map amendment ordinances aim to incorporate the LMRWD's steep slope standard, as required by M.S. §103B.235, into the City Code. This provision mandates that the City prepare and adopt a local water management plan, capital improvement program, and implement official controls within its land use regulations to achieve conformance with the watershed management plan approved by LMRWD.

Consistent with direction received at previous City Council study meetings, staff recommends incorporating the LMRWD steep slopes standard into the City's existing Bluff Protection (BP-1) and Bluff Development (BP-2) Overlay Zoning Districts. This approach provides the opportunity to clarify standards and combine the BP-1, BP-2, and steep slopes areas into a single Bluff Protection (BP) Overlay Zoning District as outlined in the attached draft ordinance. It also involves reconfiguring the Bluff Protection Districts by adding areas that have steep slopes. As defined by the LMRWD, steep slopes are those areas having average slopes of 18 percent or greater measured over a horizontal distance of 25 feet or more.

CITY OF BLOOMINGTON MINNESOTA

Request for Council Action

Originator	Item
Community Outreach and Engagement	**Ordinance related to Access for Census Workers to Residential Housing**
Agenda Section HEARINGS, RESOLUTIONS, AND ORDINANCES	Date April 6, 2020

Requested Action:

Motion by _____, seconded by _____ to adopt Ordinance No. 2020-_____ amending Chapter 12 of the City Code related to access to residential housing structures by United States Census Bureau employees.

Motion by _____, seconded by _____ to adopt Resolution No. 2020- _____ authorizing summary publication of the ordinance included in the packet amending Chapter 12 of the City Code.

Item created by: Melissa Wurst-Persaud, Community Outreach and Engagement
Item presented by: Melissa Wurst-Persaud, Manager of Community Outreach & Engagement
Shawn James, Planner

Description:

Description:

The Decennial Census is now underway. Households began receiving their first correspondence by mail between March 12th and March 20th with information about how to respond. Historically, the Census Bureau finds that some populations are less likely to self-respond. This includes renters in multi-tenant buildings that can be difficult to reach. When people do not self-respond, the Census Bureau sends employees out to collect responses in-person. The purpose of the proposed ordinance is to reaffirm 13 U.S. Code § 223, which prevents property managers from denying Census Bureau employees access to residential housing structures.

The proposed ordinance is intended to benefit property managers and tenants alike. The ordinance provides an opportunity to educate and raise awareness of the Census among property managers. It also gives tenants a more equitable opportunity to be counted. The proposed ordinance explains that property managers are not required to grant admittance to a particular residential unit, but that Census workers must be permitted to leave census materials for residents at their doors.

While the proposed ordinance reaffirms Census Bureau workers' access to residential housing, it also clarifies measures for residents. These include:

- Census workers need to display current, valid credentials and be engaged in official census counting operations;
- Census workers' standard hours of operation are 9:00 a.m. to 9:00 p.m.;
- Property managers could deny access due to valid health concerns in the case of nursing homes or assisted-living facilities;
- Property managers could limit visits to a reasonable number of census employees;
- Property managers could require a prior appointment or notification; or
- Property managers could deny admittance to or expel an individual employee from a building for good cause.

Everyone is encouraged to self-respond to the Decennial Census, thereby reducing the need for Census workers to conduct surveys in-person. The Census Bureau relies on a complete and accurate count, and results are used to:

- Apportion seats in the U.S. House of Representatives;
- Distribute federal funds to over 1,000 programs administered by 26 federal agencies to tribal, state, and local governments;
- Provide statistical support for grant applications that fund community and regional development, education, agriculture, energy, and environmental programs; and
- Help our community plan for future needs.

Attachments:

Ordinance
Resolution directing Summary Publication
USCODE Title 13 Section 223
Affidavit of Publication
April 6 Census Ordinance_Council.pptx

ORDINANCE NO. 2020 -

AN ORDINANCE AMENDING CHAPTER 12 OF THE CITY CODE REAFFIRMING ACCESS TO RESIDENTIAL HOUSING STRUCTURES BY UNITED STATES CENSUS EMPLOYEES.

The City Council of the City of Bloomington, Minnesota ordains:

Section 1. That Chapter 12 of the City Code is hereby amended by deleting those words that are contained in brackets [ ] with ~~strikethrough~~ text and adding those words that are underlined, to read as follows:

***

CHAPTER 12: PUBLIC PEACE AND SAFETY

***

ARTICLE V. ACCESS TO RESIDENTIAL HOUSING STRUCTURES BY UNITED STATES CENSUS BUREAU EMPLOYEES

§ 12.131 PURPOSE.

This Article V is enacted to reaffirm United States Census Bureau workers access to Residential Housing Structures during the decennial census.

§ 12.132 FINDINGS.

(a) The City Council makes the following findings: The United States Constitution directs a decennial census count of all persons living in the United States.

(b) Complete and accurate census data is of critical importance to all residents of Bloomington for equal political representation, fair distribution of federal and state funding, and sound planning and investment in infrastructure, real estate, business development and public policy and programming.

(c) During the decennial census, United States Census Bureau employees conduct Non-Response Follow-up Operations (NRFU) visiting households that have not submitted a census form.

(d) Renters and others who live in multiple family residential housing structures have historically been at higher risk of being undercounted in the decennial census, with the number of renter households in an area being the most influential variable affecting an area's census self-response rate.

(e) The risk of an undercount is compounded in areas with high concentrations of communities that have been consistently undercounted in the past and who are more likely to be renters, including low-income households, communities of color, Native American or American Indian communities, immigrants and refugees, and young people.

(f) It is critical that Census Bureau employees have access to Residential housing structures during the decennial census, so they can reach households that have not yet participated.

(g) 13 U.S.C. § 223 (2010) authorizes Census Bureau employees to access "any hotel, apartment house, boarding or lodging house, tenement, or other building."

§ 12.133 PROHIBITION.

(a) It is unlawful for a person, either directly or indirectly, to deny access to an apartment building, dormitory, nursing home, manufactured home park, other multi-unit structure used as a residence, or an area in which one or more single-family dwellings are located on private roadways, to employees of the United States Census Bureau who display current, valid Census Bureau credentials and who are engaged in official census counting operations during the Census Bureau's standard operational hours of 9:00 a.m. to 9:00 p.m. (local time) during the decennial census.

§ 12.134 PERMISSION TO LEAVE CENSUS MATERIALS.

(a) Census Bureau employees granted access must be permitted to leave census materials in an orderly manner for residents at their doors, except that the manager of a nursing home may direct that the materials be left at a central location within the facility.

§ 12.135 EXCEPTIONS.

(a) This Article V does not prohibit the following:
(1) Denial of admittance into a particular apartment, room manufactured home, or personal residential unit;
(2) Denial of permission to visit certain persons for valid health reasons, in the case of a nursing home or a registered housing with services establishment providing assisted-living services meeting the requirements of M.S. § 144G.03, subdiv. 2;
(3) Limiting visits to a reasonable number of census employees;
(4) Requiring a prior appointment or notification to gain access to the structure; or
(5) Denial of admittance to or expulsion of an individual employee from a multi-unit housing structure for good cause.

***

Passed and adopted this 16th day of March, 2020.

_____
Mayor

ATTEST:

_____
Secretary to the Council

APPROVED:

_____
City Attorney

RESOLUTION NO. 2020 -

A RESOLUTION DIRECTING SUMMARY PUBLICATION OF ORDINANCE NO. 2020-___ AN ORDINANCE AMENDING CHAPTER 12 OF THE CITY CODE REAFFIRMING ACCESS TO RESIDENTIAL HOUSING STRUCTURES BY UNITED STATES CENSUS EMPLOYEES.

WHEREAS, the City Council of the City of Bloomington is the official governing body of the City of Bloomington, Minnesota; and

WHEREAS, Section 3.08 of the Bloomington City Charter provides as follows:

> SEC. 3.08. SIGNING AND PUBLICATION OF ORDINANCES AND RESOLUTIONS.
>
> Every ordinance or resolution passed by the council shall be signed by the mayor or by the acting mayor, attested by the secretary of the council and filed and preserved by the secretary. Every ordinance and such resolutions as may be designated by the mayor or by two to other members of the council shall be published at least once in the official newspaper. The city council may by a two-thirds vote of all of its members direct publication of only the title and a summary of an ordinance. This may be done only if the council approves the text of the summary and determines that it would clearly inform the public of the intent and effect of the ordinance. The summary shall comply with the requirements of Minnesota Statutes section 331A.01, Subd. 10 and shall give notice that a full copy of the ordinance is available for inspection during regular office hours at the city clerk's office. To the extent and in the manner provided by law an ordinance may incorporate by reference a statute of Minnesota, a state administrative rule or a regulation, a code, or ordinance or part thereof without publishing the material referred to in full.

; and

WHEREAS, the City Council at its regular meeting on March 16, 2020, enacted the attached ordinance reaffirming Census Bureau employees' access to residential housing structures.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, MINNESOTA, that the following title and summary of the attached

ordinance be published in the official newspaper. The City Council determines that the following summary would clearly inform the public of the intent and effect of the ordinances enacted:

NOTICE OF SUMMARY
PUBLICATION OF ORDINANCES

On March 16, 2020, at its regular meeting, the Bloomington City Council enacted Ordinance No. 2020-___, reaffirming Census Bureau employees' access to residential housing structures. The full ordinance is available to the public for inspection at the Bloomington City Clerk's Office, 1800 West Old Shakopee Road, Bloomington, Minnesota 55431, (952) 563-8700, during the hours of 8:00 a.m. and 4:30 p.m. and online at www.blm.mn/code.

Passed and adopted this 16th day of March, 2020.

_____
Mayor

ATTEST:

_____
Secretary to the Council

The designation of the first offense, herein described, as a ''misdemeanor'', was omitted as covered by section 1 of title 18, U.S.C., 1952 ed., Crimes and Criminal Procedure, classifying crimes; and words ''upon conviction thereof'' were omitted as surplusage.

References to the Secretary (of Commerce) and to any ''authorized officer or employee of the Department of Commerce or bureau or agency thereof'', etc., were substituted for references to the Director of the Census and to any ''supervisor, enumerator, or special agent, or other employee of the Census Office'', to conform with 1950 Reorganization Plan No. 5, §§1, 2, eff. May 24, 1950, 15 F.R. 3174, 64 Stat. 1263. See revision note to section 4 of this title.

Changes were made in phraseology.

AMENDMENTS

1976—Subsec. (a). Pub. L. 94–521, §13(1), struck out provision authorizing imprisonment for not more than sixty days for refusing or willfully neglecting to answer questions under this section.

Subsec. (b). Pub. L. 94–521, §13(2), struck out provision authorizing imprisonment for not more than one year for willfully giving a false answer to a question under this section.

Subsec. (c). Pub. L. 94–521, §13(3), added subsec. (c).

1957—Subsec. (a). Pub. L. 85–207 substituted ''I, II, IV, and V'' for ''I, II, and IV''.

EFFECTIVE DATE OF 1976 AMENDMENT

Amendment by Pub. L. 94–521 effective Oct. 17, 1976, see section 17 of Pub. L. 94–521, set out as a note under section 1 of this title.

§ 222. Giving suggestions or information with intent to cause inaccurate enumeration of population

Whoever, either directly or indirectly, offers or renders to any officer or employee of the Department of Commerce or bureau or agency thereof engaged in making an enumeration of population under subchapter II, IV, or V of chapter 5 of this title, any suggestion, advice, information or assistance of any kind, with the intent or purpose of causing an inaccurate enumeration of population to be made, shall be fined not more than $1,000 or imprisoned not more than one year, or both.

(Aug. 31, 1954, ch. 1158, 68 Stat. 1023; Pub. L. 85–207, §16, Aug. 28, 1957, 71 Stat. 484.)

HISTORICAL AND REVISION NOTES

Based on title 13, U.S.C., 1952 ed., §§122, 209 (June 18, 1929, ch. 28, §9, 46 Stat. 23; June 19, 1948, ch. 502, §2, 62 Stat. 479).

Section consolidates the second paragraph of section 209 of title 13, U.S.C., 1952 ed., which was a part of chapter 4 of that title relating to censuses of population, agriculture, etc., with that part of section 122 of such title which made such section 209 applicable to the interim surveys provided for by section 121(b) of such title (see subchapter IV of chapter 5 of this revised title). For remainder of such sections 122 and 209, see Distribution Table.

Section 122 of title 13, U.S.C., 1952 ed., made section 209 of such title applicable to the quinquennial censuses of manufactures, the mineral industries, and other businesses provided for by section 121(a) thereof (subchapter I of chapter 5 of this revised title), and applicable, with certain qualifications and exceptions, to the interim surveys, which section 121(b) thereof provided for, not only with respect to those censuses but also the censuses provided for in ''other Acts'' (chapter 5 of this title). However, the particular provisions of such section 209 that have been carried into this revised section related only to population enumerations, and this section has accordingly been restricted to the population censuses authorized under subchapter II of chapter 5 of this title, and to the interim surveys authorized under subchapter IV of such chapter only in so far as they relate to population enumerations. The exceptions and qualifications with respect to the application of this section to such interim surveys are set out elsewhere in this subchapter.

Reference to ''any officer or employee'' was substituted for ''any supervisor, supervisor's clerk, enumerator, interpreter, special agent, or other officer or employee'', as the latter enumeration of the types of employees is unnecessary and redundant; and ''Department of Commerce or bureau or agency thereof'' was substituted for ''Census Office'', to conform with 1950 Reorganization Plan No. 5, §§1, 2, effective May 24, 1950, 15 F.R. 3174, 64 Stat. 1263. See Revision Note to section 4 of this title.

Subsection (b) of section 1442 of title 42, U.S.C., 1952 ed., The Public Health and Welfare (which section has been transferred in its entirety to this revised title), made section 209 of title 13, U.S.C., 1952 ed., applicable to the censuses of housing (subchapter II of chapter 5 of this revised title). However, the particular provisions of such section 209 that have been carried into this revised section, could not, by their terms, be relevant to housing censuses, hence no reference is made in this section to such censuses.

Words in section 209 of title 13, U.S.C., 1952 ed., ''either as to the number of persons resident in any district or community, or in any other respect'', were omitted from the revised section as unnecessary and superfluous.

Reference to the offense described as a ''misdemeanor'' was omitted as covered by section 1 of title 18, U.S.C., Crimes and Criminal Procedure, classifying offenses; and words ''and upon conviction thereof'' were omitted as surplusage.

Changes were made in phraseology.

AMENDMENTS

1957—Pub. L. 85–207 substituted ''II, IV, or V'' for ''II or IV''.

§ 223. Refusal, by owners, proprietors, etc., to assist census employees

Whoever, being the owner, proprietor, manager, superintendent, or agent of any hotel, apartment house, boarding or lodging house, tenement, or other building, refuses or willfully neglects, when requested by the Secretary or by any other officer or employee of the Department of Commerce or bureau or agency thereof, acting under the instructions of the Secretary, to furnish the names of the occupants of such premises, or to give free ingress thereto and egress therefrom to any duly accredited representative of such Department or bureau or agency thereof, so as to permit the collection of statistics with respect to any census provided for in subchapters I and II of chapter 5 of this title, or any survey authorized by subchapter IV or V of such chapter insofar as such survey relates to any of the subjects for which censuses are provided by such subchapters I and II, including, when relevant to the census or survey being taken or made, the proper and correct enumeration of all persons having their usual place of abode in such premises, shall be fined not more than $500.

(Aug. 31, 1954, ch. 1158, 68 Stat. 1023; Pub. L. 85–207, §17, Aug. 28, 1957, 71 Stat. 484.)

HISTORICAL AND REVISION NOTES

Based on title 13, U.S.C., 1952 ed., §§122, 209, and section 1442 of title 42, U.S.C., 1952 ed., The Public Health

AFFIDAVIT OF PUBLICATION

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) ss

Brandi Botts being duly sworn on an oath, states or affirms that he/she is the Publisher's Designated Agent of the newspaper(s) known as:

SC Bloomington Richfield

with the known office of issue being located in the county of:

HENNEPIN

with additional circulation in the counties of:

HENNEPIN

and has full knowledge of the facts stated below:

(A) The newspaper has complied with all of the requirements constituting qualification as a qualified newspaper as provided by Minn. Stat. §331A.02.

(B) This Public Notice was printed and published in said newspaper(s) once each week, for 1 successive week(s); the first insertion being on 03/05/2020 and the last insertion being on 03/05/2020.

MORTGAGE FORECLOSURE NOTICES

Pursuant to Minnesota Stat. §580.033 relating to the publication of mortgage foreclosure notices: The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

By: _____
Designated Agent

Subscribed and sworn to or affirmed before me on 03/05/2020 by Brandi Botts.

_____
Notary Public

DARLENE MARIE MACPHERSON
Notary Public
Minnesota
My Commission Expires January 31, 2024

Rate Information:
(1) Lowest classified rate paid by commercial users for comparable space:
$34.45 per column inch

Ad ID 1026375

CITY OF BLOOMINGTON
NOTICE OF
PUBLIC HEARING
BY THE CITY COUNCIL

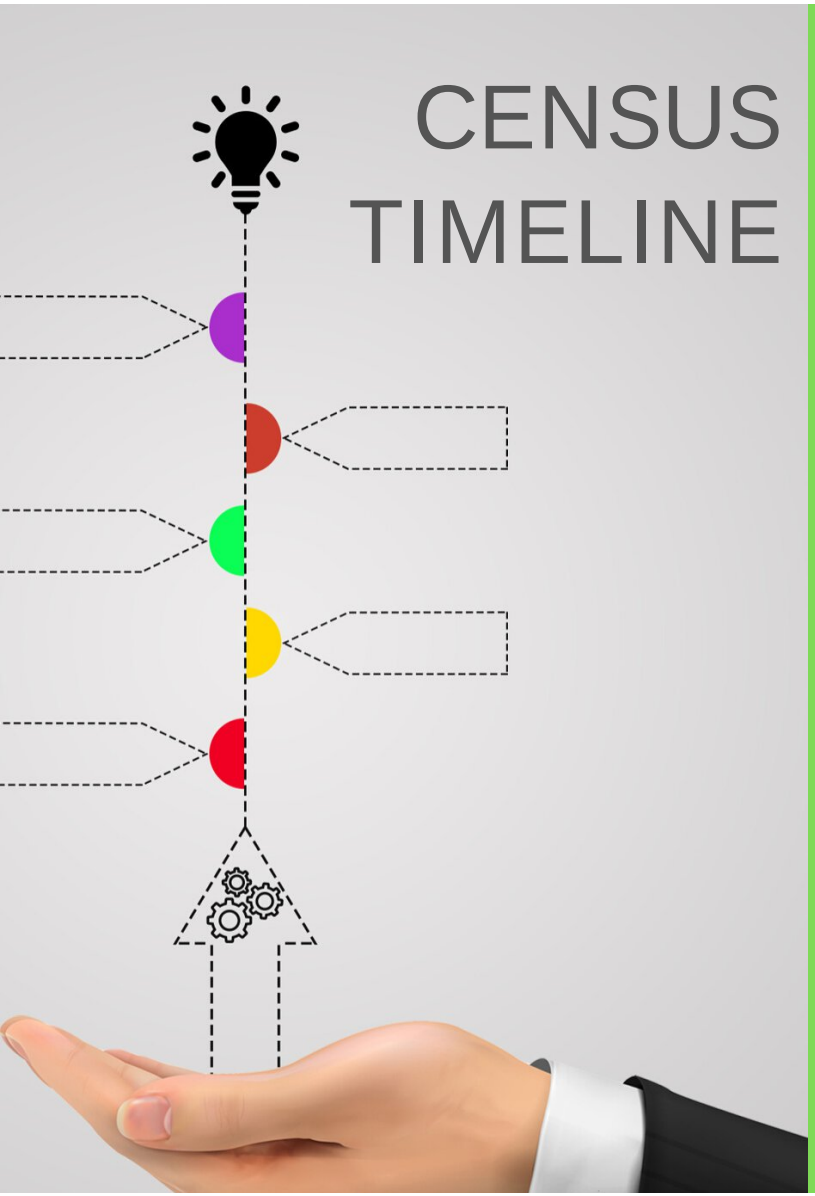
The Bloomington City Council will hold a public hearing on March 16, 2020, at 7:00 PM in the Council Chambers at Bloomington Civic Plaza, 1800 West Old Shakopee Road, Bloomington, Minnesota, 55431 to consider an application by the City of Bloomington for City Code Amendments describing census workers' access to residential housing.

Review information and materials at www.blm.mn/notices. For more information or to submit comments, contact Melissa Wurst-Persaud, Manager of the Community Outreach & Engagement Division at (952) 563-4950 or mwurst-persaud@BloomingtonMN.gov

Published in the
Sun Current
March 5, 2020
102375

CITY OF
BLOOMINGTON
MINNESOTA

WE COUNT MN
2020 CENSUS



CENSUS TIMELINE

- **March 12 – August 14** (extended deadline)

  An invitation to respond online to the 2020 Census.

- **March 16 - 24**

  A reminder letter.

- **March 26 - April 3**

  A reminder postcard.

- **April 8 - 16**

  A reminder letter and questionnaire.

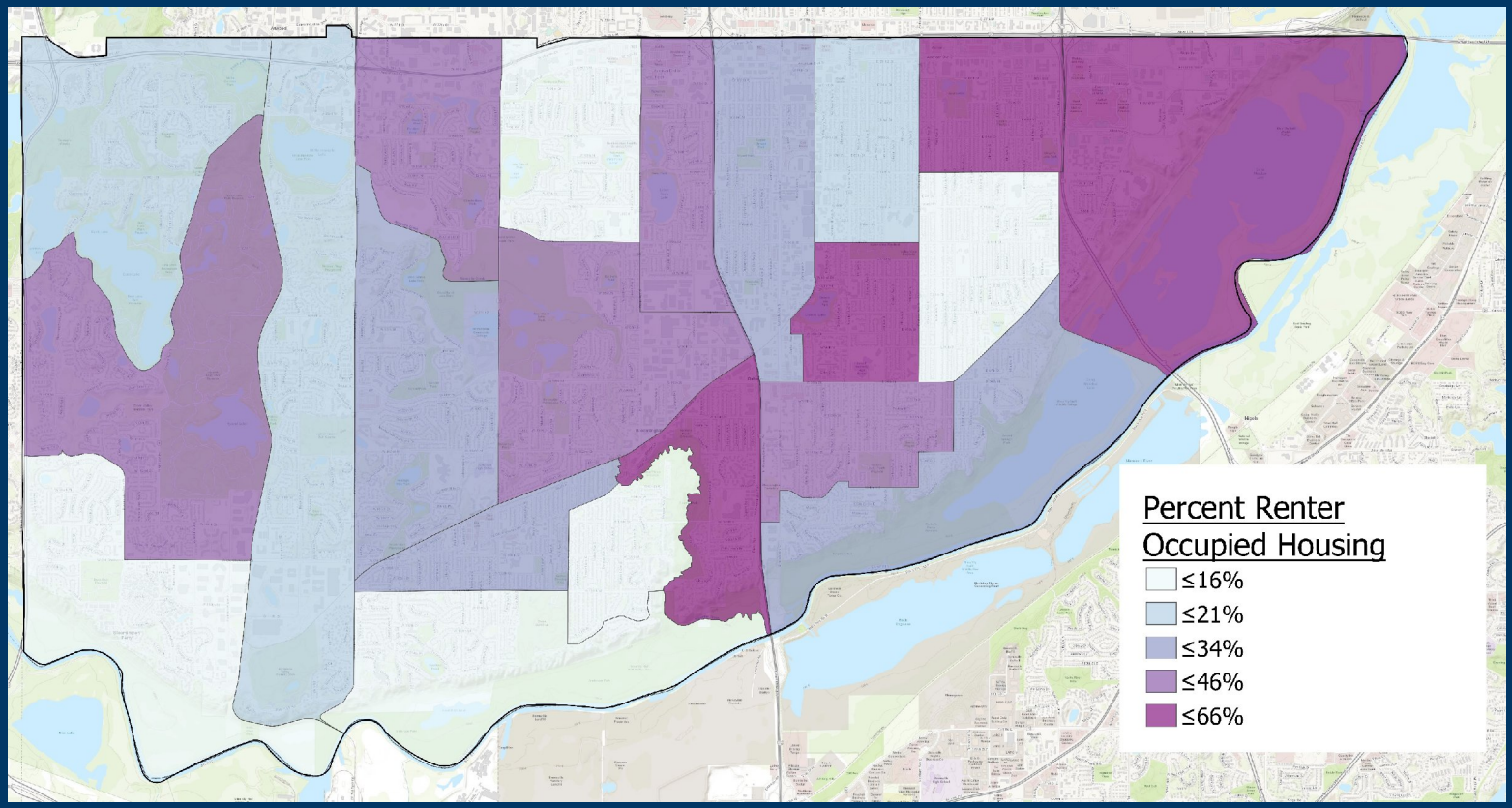
- **April 20 - 27**

  A final reminder postcard before Census takers begin in-person follow-up on May 28.

MINNESOTA'S HISTORICALLY UNDERCOUNTED POPULATIONS

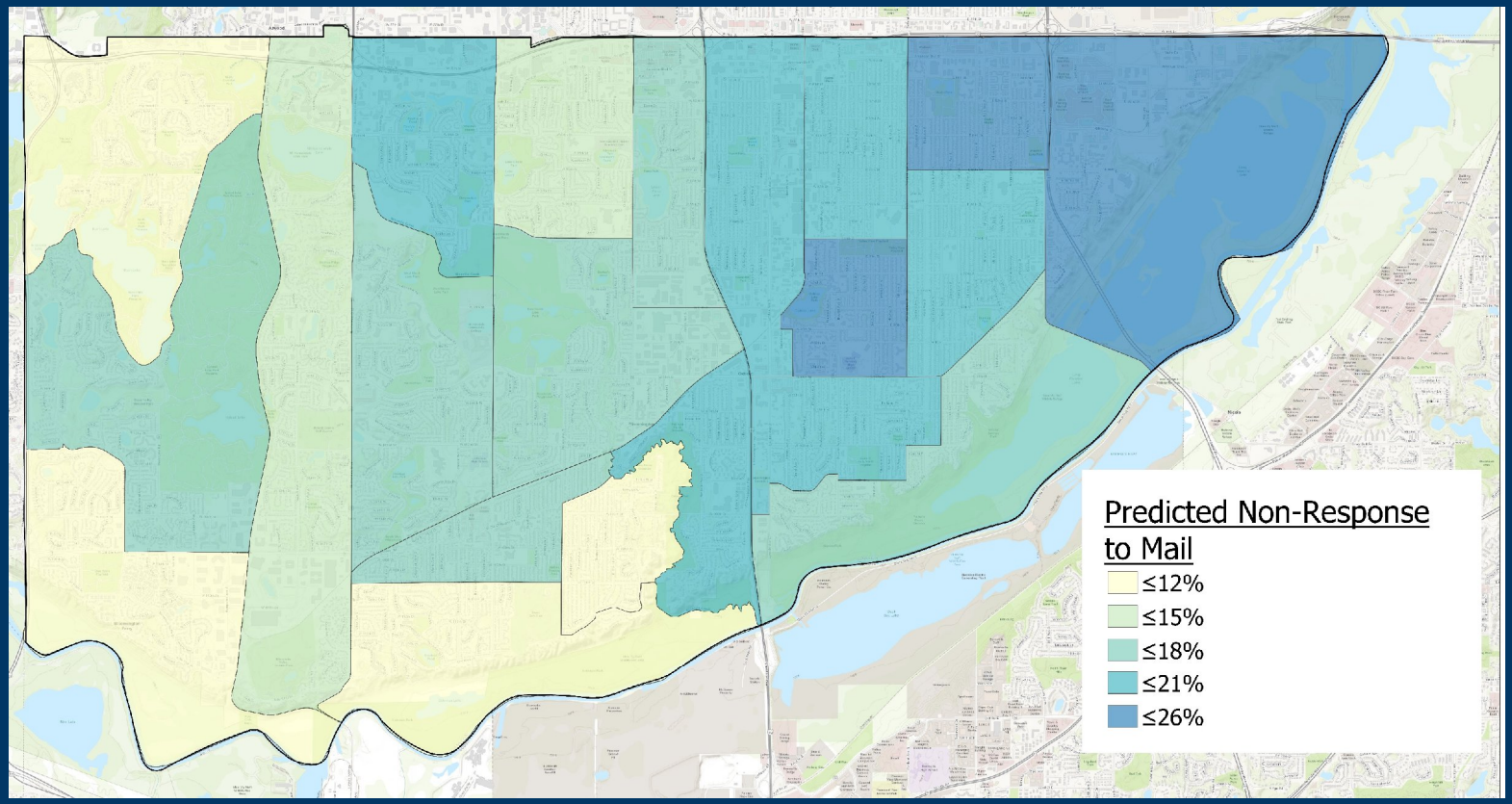
- Children ages 0-4 (350,000)
- **Renter households (1,300,000)***
- Highly mobile persons
- Young adults (especially those in college) (Ages 18-24: 505,783; College: 301,000)
- Racial and ethnic minorities (1,060,000)
- Native/Indigenous people (AIAOIC: 105,477)
- Non-English speakers (Less than "very well" 233,073)
- Low income persons (185% FPL: 1,156,985. 100% FPL: 517,476)
- Persons experiencing homelessness (10,000)
- Undocumented immigrants (80,000)
- Persons who distrust the government
- Persons with mental or physical disabilities (584,974)
- Persons who do not live in traditional housing
- Snowbirds (44,000)

RENTER HOUSEHOLDS



- ~32% housing units are rental
- Over 25,000 people

Predicted Areas of Low Response



Factors include

- Renter Occupied Housing
- English Proficiency
- Age
- Internet Access
- ACS Self-Response Rate

RECOMMENDATION

Staff recommends approval of the following motion:

I move to adopt the Ordinance included in the packet amending Chapter 12 of the City Code related to access to residential housing structures by United States Census Bureau Employees.

Staff also recommend adoption of a resolution authorizing summary publication using the following motion:

I move to adopt a resolution adopting summary publication of the Ordinance included in the packet amending Chapter 12 of the City Code.

DISCUSSION & QUESTIONS

CITY OF BLOOMINGTON MINNESOTA

Request for Council Action

Originator	Item
Engineering	**Type II Preliminary and Final Plat of U-HAUL 2ND ADDITION (PL202000047)**
Agenda Section HEARINGS, RESOLUTIONS, AND ORDINANCES	Date April 6, 2020

Requested Action:

Motion by _____, seconded by _____, to approve the preliminary plat and adopt Resolution No. 2020-_____ granting approval of the final plat of U-HAUL 2ND ADDITION located at 8901 Lyndale Avenue South and 515 Halsey Lane subject to the completion of the attached conditions, receipt of title, necessary documents and deposits, and review of all documents by the City Attorney.

Item created by: Bruce Bunker, Engineering
Item presented by: Karl Keel, Public Works Director

Description:

Amerco Real Estate Company has requested preliminary and final plat approval of U-HAUL 2ND ADDITION located at 8901 Lyndale Avenue South and 515 Halsey Lane. The purpose of this proposed plat is to combine two separate parcels and prepare the site for a new self-storage facility.

Attachments:

Resolution Approving the Final Plat
Staff Report.pdf
Final Plat.pdf
Preliminary Plat.pdf

RESOLUTION No. 2020-_____

A RESOLUTION APPROVING THE PLAT OF U-HAUL 2ND ADDITION

WHEREAS, the City Council of the City of Bloomington is the official governing body of the City of Bloomington, Minnesota; and

WHEREAS, the City Council has adopted subdivision regulations for the orderly, economic and safe development of land within the City; and

WHEREAS, the City Council has considered the application for a subdivision plat of U-HAUL 2ND ADDITION; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Bloomington hereby approves the subdivision plat of U-HAUL 2ND ADDITION, subject to the attached Conditions of Approval (Exhibit A).

BE IT FURTHER RESOLVED that this resolution will expire two years from the date of adoption. If the aforesaid subdivision plat is not recorded with the appropriate offices of Hennepin County within two years, a new application will be required for subdivision approval by the City of Bloomington.

Passed and adopted this 6th day of April 2020.

_____
Mayor

ATTEST:

_____
Secretary to the Council

EXHIBIT A

CONDITIONS OF APPROVAL – U-HAUL 2ND ADDITION

1. A title opinion or title commitment that accurately reflects the state of title of the property being platted, dated within 6 months of requesting City signatures, must be provided;

2. A consent to plat form from any mortgage company with property interest must be provided;

3. Public drainage and utility easements must be provided as approved by the City Engineer;

4. A public 10-foot sidewalk and bikeway easement must be provided along all street frontages as approved by the City Engineer;

5. Park dedication must be satisfied;

And subject to the following code requirements:

1. The property must be platted per Chapter 22 of the City Code and the approved final plat must be filed with Hennepin County prior to the issuance of footing and foundation or building permits (22.03(a)(2)).

GENERAL INFORMATION

Applicant:	Amerco Real Estate Company
Location:	8901 Lyndale Avenue South and 515 Halsey Lane
Request:	Approve the Type II Preliminary and Final Plat of U-HAUL 2ND ADDITION
Existing Land Use and Zoning:	Office Building; zoned General Industrial (I-3)
Surrounding Land Use and Zoning:	North – Halsey Lane and Retail; zoned General Industrial (I-3)
	South – Retail; zoned General Industrial (I-3)
	East – Office Building; zoned General Industrial (I-3)
	West – Lyndale Avenue South and Residential; zoned Multiple Family Residential (RM-24)
Comprehensive Plan Designation:	Industrial

CHRONOLOGY

City Council	04/06/2020	Public Hearing Scheduled

DEADLINE FOR AGENCY ACTION

Application Date:	03/04/2020
60 Days:	05/03/2020
Extension Letter Mailed:	Yes
120 Days:	07/02/2020
Applicable Deadline:	**07/02/2020**
Newspaper Notification:	Confirmed – (03/26/2020 Sun Current – 10 day notice)
Direct Mail Notification:	Confirmed – (500’ buffer – 10 day notice)

STAFF CONTACT

Bruce Bunker
Phone: (952) 563-4546
E-mail: bbunker@BloomingtonMN.gov

PROPOSAL

The applicant requests preliminary and final plat approval to combine two separate parcels to a single parcel. This plat will prepare the site for the future construction of a new 4-story self-storage facility.

FINDINGS

Required Preliminary Plat Findings - Section 22.05(d)(1-8):

Required Finding	Finding Outcome/Discussion
(1) The plat is not in conflict with the Comprehensive Plan.	**Finding Made: The new plat is consistent with the intent and purpose of the Comprehensive Plan with regard to land use and function.**
(2) The plat is not in conflict with any adopted District Plan for the area.	**Finding Made: There is not an adopted District Plan for this area.**
(3) The proposed plat is not in conflict with the City Code provisions.	**Finding Made: The proposed plat is in conformance with City Code requirements.**
(4) The proposed plat does not conflict with existing easements.	**Finding Made: There are existing drainage, utility, sidewalk, and bikeway, easements that will be vacated and new drainage and utility easements will be dedicated on the new plat. There will also be a new sidewalk and bikeway easement along all street frontages conveyed by document.**
(5) There is adequate public infrastructure to support the additional development potential by the proposed plat.	**Finding Made: There will not be an excess burden on public infrastructure due to approving of this proposed plat.**
(6) The proposed plat mitigates potential negative impacts on the environment, including but not limited to topography; steep slopes; trees; vegetation; naturally occurring lakes, ponds, rivers, and streams; susceptibility of the site to erosion, sedimentation or flooding; drainage; and stormwater storage needs.	**Finding Made: The proposed plat will not have a negative impact on the environment.**
(7) The proposed plat will not be detrimental to the public health, safety and welfare.	**Finding Made: The proposed plat will be compatible in character and function with the existing uses of the surrounding neighborhood. By reason of scale, access and location, it cannot be anticipated to be detrimental to the public health, safety and welfare.**
(8) The proposed plat is not in conflict with an approved development plan or plat.	**Finding Made: The proposed plat will not conflict with an approved development plan or plat.**

Required Final Plat Findings - Section 22.06(d)(1):

Required Finding	Finding Outcome/Discussion
(1) The proposed plat is not in conflict with the approved preliminary plat or preliminary plat findings.	**Finding Made: The proposed final plat is consistent with the preliminary plat or the preliminary plat findings.**

RECOMMENDATION

Staff recommends the following motion:

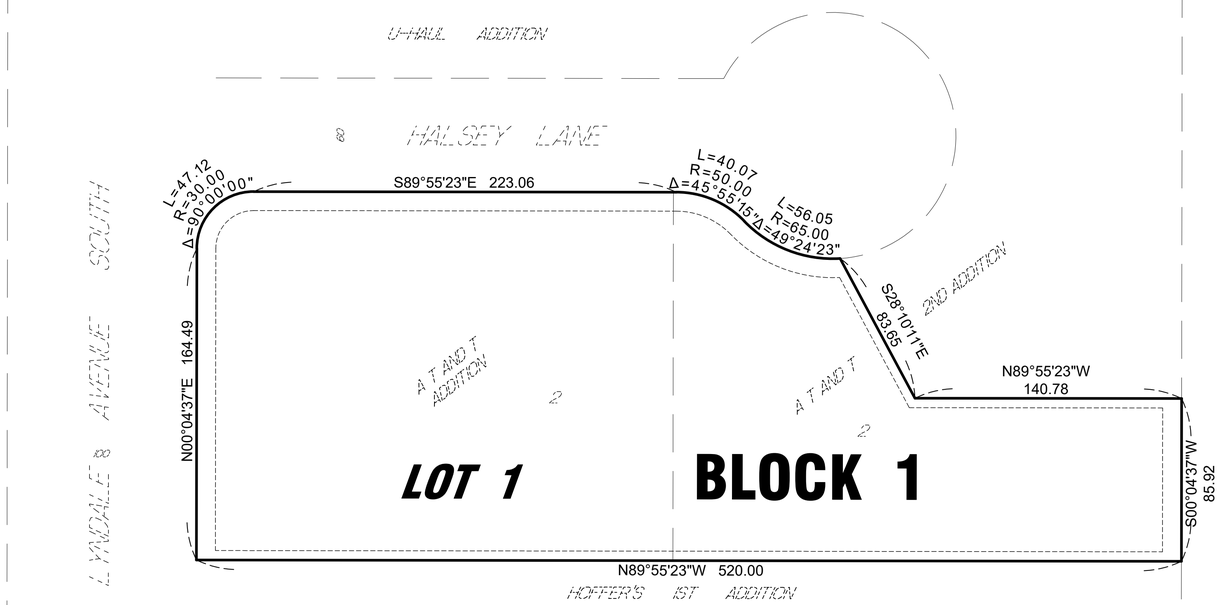
In Case PL202000047, having been able to make the required findings, I move to approve the preliminary and final plat of U-HAUL 2ND ADDITION located at 8901 Lyndale Avenue South and 515 Halsey Lane, subject to the conditions and Code requirements attached to the staff report.

FINAL PLAT FOR REVIEW

346

U-HAUL 2ND ADDITION

R.T. DOC. NO. _____



N

0 40 80

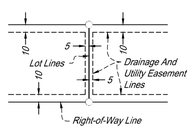
SCALE IN FEET

BEARING NOTE:
The orientation of this bearing system is based on the south line of Lot 2, Block 1, A T AND T 2ND ADDITION which bears N89°56'23"W.

LEGEND

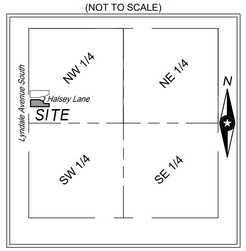
- ● Iron Monument Found
- ⊗ Indicates 1/2" Dia. x 18" Long Solid Iron Pipe Set With Plastic Cap Marked By ISG, License No. 45817 To Be Set Before Time Of Recording.
- ○ Indicates 1/2" Dia. x 18" Long Solid Iron Pipe Set With Plastic Cap Marked By ISG, License No. 45817 To Be Set Within One Year Of Recording.

Drainage And Utility Easements Are Shown Thus:



Being 5 feet in width and adjoining lot lines and being 10 feet in width and adjoining right - of - way lines and rear lot lines, unless otherwise indicated on the plat.

VICINITY MAP
(NOT TO SCALE)



SEC. 10, TWP. 27, RGE. 24
Hennepin County, Minnesota

KNOW ALL PERSONS BY THESE PRESENTS: That Amerco Real Estate Company, a Nevada corporation, fee owner of the following described property situated in the County of Hennepin, State of Minnesota to wit:

Parcel 1:
Lot 2, Block 1, A T And T Addition, Hennepin County, Minnesota.

AND

Lot 2, Block 1, A T And T 2nd Addition, Hennepin County, Minnesota.

Has caused the same to be surveyed and platted as U-HAUL 2ND ADDITION and does hereby dedicate to the public for public use forever the easements as shown on this plat for drainage and utility purposes only.

In witness whereof said Amerco Real Estate Company, a Nevada corporation, has caused these presents to be signed by its proper officers this _____ day of _____, 20____.

AMERCO REAL ESTATE COMPANY

Signed: _____ as _____

State of _____
County of _____

This instrument was acknowledged before me on _____, 20____ by _____, _____ of Amerco Real Estate Company, a Nevada corporation, on behalf of the corporation.

_____
(signature)
_____
(print)

Notary Public _____
My Commission expires _____

SURVEYOR'S CERTIFICATE

I Mark A. Schwanz do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been or, will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20____.

_____
Mark A. Schwanz, Licensed Land Surveyor
Minnesota License No. 45817

State of Minnesota
County of _____

This instrument was acknowledged before me on _____, 20____ by Mark A. Schwanz.

_____
(signature)
_____
(print)

Notary Public, _____
My Commission expires _____

CITY COUNCIL, CITY OF BLOOMINGTON, MINNESOTA

This plat of **U-HAUL 2ND ADDITION**, was approved and accepted by the City Council of the City of Bloomington, Minnesota at a regular meeting thereof held this this _____ day of _____, 20____, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

CITY COUNCIL, CITY OF BLOOMINGTON, MINNESOTA

By: _____ By:_____
Mayor City Manager

RESIDENT AND REAL ESTATE SERVICES, HENNEPIN COUNTY, MINNESOTA

I hereby certify that taxes payable in 20____ and prior years have been paid for land described on this plat, dated this _____ day of _____, 20____.

Mark V. Chapin, County Auditor By: _____ Deputy

SURVEY DIVISION, HENNEPIN COUNTY, MINNESOTA

Pursuant to MN. STAT. Sec. 383B.565 (1969), this plat has been approved this _____ day of _____, 20____.

Chris F. Mavis, County Surveyor By: _____

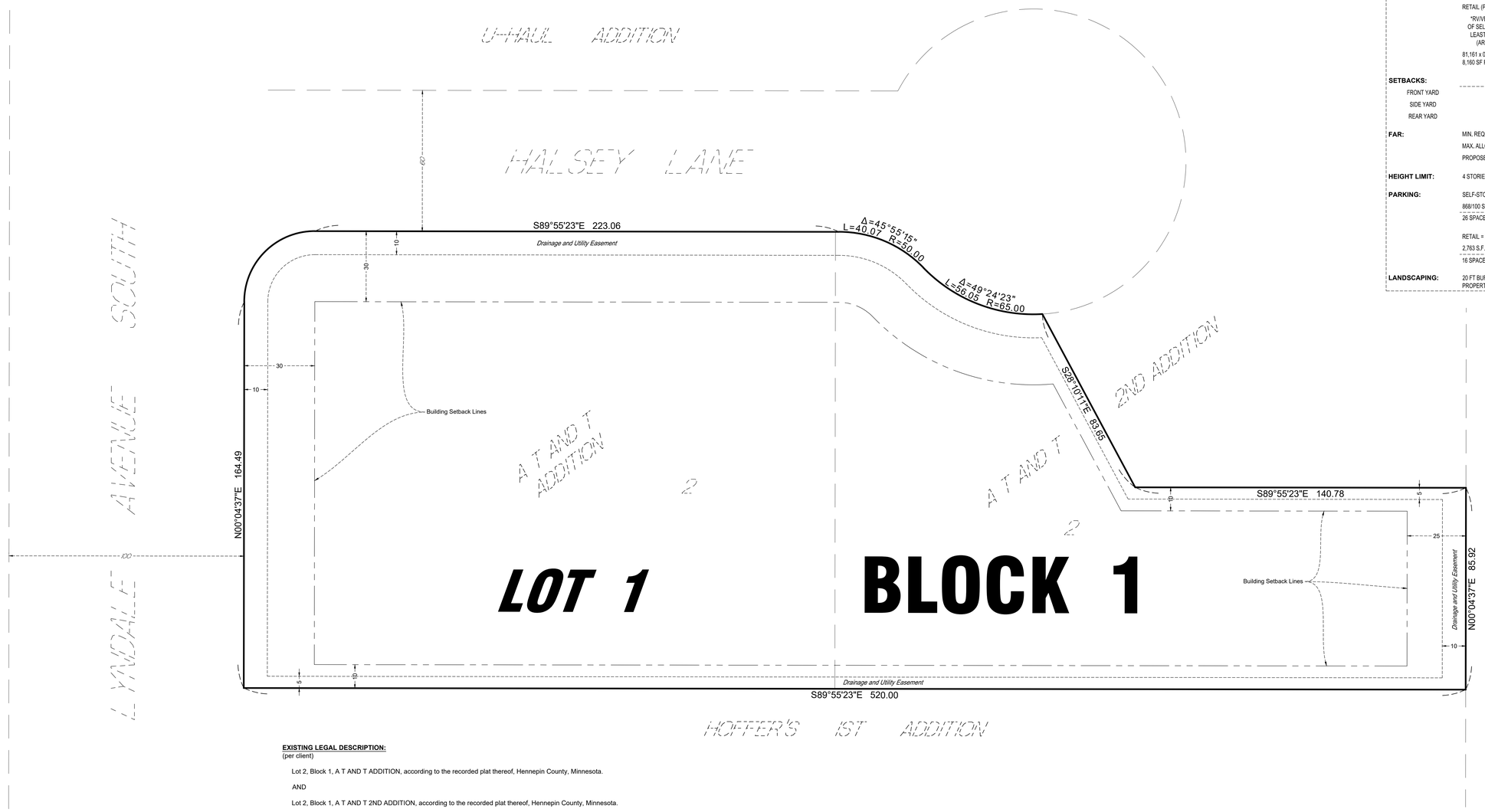
REGISTRAR OF TITLES, HENNEPIN COUNTY, MINNESOTA

I hereby certify that the within plat of **U-HAUL 2ND ADDITION** was filed in this office this _____ day of _____, 20____, at ___ o'clock ___.M.

Martin McCormick, Registrar of Title By: _____ Deputy

ISG

JOB #



PROPOSED SITE SUMMARY

MUNICIPALITY: CITY OF BLOOMINGTON

PROJECT ADDRESS: 8901 LYNDALE AVE S

LOT SIZE:

LOT #	PARCEL #	AREA
LOT 2	PARCEL 1	48,729 SF/1.12 AC
LOT 2	PARCEL 2	32,432 SF/0.74 AC
	TOTAL AREA:	**81,161 SF/1.86 AC**

IMPERVIOUS AREA: 66,636 SQ. FT / 1.53 AC. (82%)

GREENSPACE PROVIDED: 14,525 SQ. FT / 0.33 AC. (18%)

ZONE: I-3 (GENERAL INDUSTRY)

ADJACENT ZONING: I-3 (NORTH)
I-3 (EAST)
I-3 (SOUTH)
B-2/RM-24 (WEST)

PROPOSED USES: SELF-STORAGE (CUP)
RETAIL (PERMITTED)
*RV/VEHICLE STORAGE: MUST BE A REQUIRED COMPONENT OF SELF-STORAGE FACILITIES IN THE AMOUNT EQUAL TO AT LEAST 10% OF LAND AREA AVAILABLE FOR DEVELOPMENT (AREA IS PARKING SPACES ONLY, NOT DRIVE AISLES)
81,161 x 0.10 = 8,116 SF MIN. REQUIRED FOR RV/VEHICLE STG
8,160 SF RV/STORAGE PROPOSED

SETBACKS:

	REQUIRED	PROVIDED
FRONT YARD	30'-0"	30'-0"
SIDE YARD	10'-0"	10'-0"
REAR YARD	25'-0"	25'-0"

FAR: MIN. REQUIRED= 1.25 OR 101,451 SF
MAX. ALLOWED= 2.00 OR 162,322 SF
PROPOSED FAR= 1.27 OR 102,912 SF

HEIGHT LIMIT: 4 STORIES / 60 FT

PARKING: SELF-STORAGE = 3 SP / 100 STORAGE UNITS
868/100 STORAGE UNITS = 26 UNITS REQUIRED
26 SPACES PROPOSED (4 ARE INSIDE BUILDING)
RETAIL = 1 SP / 180 S.F. GFA
2,763 S.F. / 180 = 16
16 SPACES PROPOSED

LANDSCAPING: 20 FT BUFFER ON STREET AND 5 FT BUFFER ON ALL OTHER PROPERTY SIDES

BEARING NOTE:
The orientation of this bearing system is based on the south line of Lot 2, Block 1, A T AND T 2ND ADDITION which bears N89°56'23"W.

EXISTING LEGAL DESCRIPTION:
(per client)

Lot 2, Block 1, A T AND T ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota.

AND

Lot 2, Block 1, A T AND T 2ND ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota.

OWNER:
AMERCO Real Estate Company
2727 North Central Avenue
Phoenix, AZ 85004

SURVEYOR:
ISG
7900 International Drive
Suite 550
Minneapolis, MN 55425
952-426-0699

BENCHMARK:
ON-SITE: Top nut of fire hydrant on west side of Lyndale Avenue, 1st hydrant north of 90th Street.
Elevation = 829.63 [NAVD88]

FLOOD ZONE:
The surveyed premises shown on this survey map is in Flood Zone X (areas determine to be outside the 0.2% annual chance floodplain), according to Flood Insurance Rate Map Community Panel No. 27053C0458F, published by the Federal Emergency Management Agency, effective date November 4, 2016.

ISG

BAUER DESIGN BUILD

U-HAUL

B.M. ELEVATION=829.63
T.N.F.H. ON WEST SIDE OF LYNDALE AVE.
1ST HYDRANT NORTH OF 90TH STREET

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
RYAN ANDERSON
DATE XX/XX/XXXX LIC. NO. 55938

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PROJECT
U-HAUL
SELF STORAGE
BLOOMINGTON MINNESOTA

ISSUED SCHEDULE

DATE	DESCRIPTION	BY
02/11/20	CITY SUBMITTAL	PJJ

REVISION SCHEDULE

DATE	DESCRIPTION	BY

PROJECT NO.	19-22540
FILE NAME	22540 PRELIM
DRAWN BY	MAS
DESIGNED BY	
REVIEWED BY	MAS
ORIGINAL ISSUE DATE	--/--/--
CLIENT PROJECT NO.	-

TITLE
PRELIMINARY PLAT
U-HAUL 2ND ADDITION

SHEET
1

CITY OF BLOOMINGTON MINNESOTA

Request for Council Action

Originator	Item
Housing and Redevelopment Authority	**Public Hearing: Approve 2020-2021 Community Development Block Grant (CDBG) Action Plan and 2020-2024 CDBG Consolidated Plan**
Agenda Section HEARINGS, RESOLUTIONS, AND ORDINANCES	Date April 6, 2020

Requested Action:

Motion by _____ , seconded by_____ to open and continue the public hearing for the Community Development Block Grant program Action Plan and Consolidated Plan until the next regularly scheduled City Council meeting on April 20, 2020.

Item created by: Bryan Hartman, Housing and Redevelopment Authority
Item presented by: Bryan Hartman, HRA Program Manager

Description:

The City Council is requested to hold a public hearing to review the 2020-2021 Community Development Block Grant (CDBG) budget and approve the Action Plan and Five-Year Plan for submission to the Department of Housing and Urban Development (HUD). The activities and budget are detailed in the chart below. A summary of the plans for the program that will be submitted to HUD is attached.

The 2020 CDBG Program Year is from July 1, 2020 to June 30, 2021. The FY2020 grant amount of $458,068 is an increase of $11,842 from the current year. It is anticipated that the City will receive about $400,000 in income from the repayments of old rehab loans during the 2020 fiscal year. The repayment of loans will enable funding of all other activities at their historic levels while still serving 30 or more households with new rehab loans.

The budget again includes assisting the West Hennepin Affordable Housing Land Trust (WHAHLT) to complete two purchase/rehab projects within Bloomington during the 2020-2021 program year. Doing business as "Homes Within Reach", WHAHLT will re-sell the homes to low/moderate income families when the rehab is completed. The CDBG funds will be used as gap financing to ensure the home is affordable to the buyer after the rehabilitation. The land trust guarantees long-term affordability of the home by requiring the owner to re-sell the home in the future to another low/moderate income family.

Please note that the recent legislation passed at the federal level, the third COVID-19 response bill known as the CARES Act, included additional funding for CDBG grantees. How and when these funds will be distributed is still to be determined. However, it is anticipated

that grantees will receive these funds through the established formula process implemented by HUD.

The attached summary and budget chart below detail the proposed activities and funding levels.

Activity	2019 Allocation	2018 Carryover	2019 Program Income (Estimate)	2019 Budget (estimate)	2019 Carryover (Estimate)	2020 Allocation	2020 Program Income (Estimate)	Total 2020 Budget (Estimate)
Single Family								

Single Family Rehabilitation	156,226	0	400,000	556,226	100,000	166,0068	400,000	668,068
Lead-Based Paint Abatement	25,000	0	0	25,000	0	25,000	0	25,000
WHAHLT (Land Trust)	150,000	0	0	150,000	0	150,000	0	150,000
HOME (Senior Community Services)	20,000	0	0	20,000	0	20,000	0	20,000
Fair Housing	5,000	0	0	5,000	0	5,000	0	5,000
Administration	90,000	0	0	90,000	0	90,000	0	90,000
TOTAL	446,226	0	400,000	846,226	0	458,068	400,000	958,068

Attachments:

CDBG Action Plan and Five-Year Plan Summary

Community Development Block Grant (CDBG) - City of Bloomington
2020 -2024 Five-Year Consolidated Pan and 2020 Action Plan Summary

Introduction

The City of Bloomington will utilize Community Development Block Grant (CDBG) funds to achieve a number of goals that best serve the citizens of Bloomington. The City will use its entitlement funds to achieve the goals/outcomes that are identified within the 2020-2021 Action Plan and the overall goals of the 2020-2024 Consolidated Plan. The City has incorporated performance measures into the 2020-2021 Consolidated and Action Plan to ensure that the Plan is results orientated and that it meets its one and five year goals. The planned activities serve a large number of low/moderate income households. Overall, at least 80 percent of the grant will be expended on activities for low/moderate income households in Bloomington.

Approval Process

The CDBG program requires a new Action Plan every year and a Five-Year Consolidated Plan every five years. The City is a member of a consortium with other entitlement cities (Eden Prairie and Plymouth) and Hennepin County for the CDBG program. The County serves as the lead agency in the development of the Five-Year and annual Action Plan. The County coordinated a robust community outreach effort in developing to assist in developing the plans. The Plans will be available for public comment at public hearings before the City Council and the County Board of Commissioners in April. The approved Plans will then be submitted to the Department of Housing and Urban Development (HUD).

Summary of the objectives and outcomes identified in the Plans

The City will carry out activities that will provide for the preservation of the City's housing stock, provide essential services to seniors, enable three homeownership opportunities to low/moderate income families and to support Fair Housing activities.

The activity to receive the largest amount of funding is the single-family rehabilitation program which serves low/moderate income homeowners with low interest loans to repair/update their homes. The rehabilitation loan program is coupled with the lead-based paint activity to assist in the abatement of lead hazards in pre-1978 homes utilizing CDBG funds. In this way, the City is ensuring that no threats remain to the health of occupants from lead paint. This activity serves low/moderate income households at or below 80% median.

- The goal for this activity is to serve 30 homeowners with rehab loans during the 2020-2021 Program Year. The rehab activity will be funded with approximately $668,068 this year. The final amount will be dependent on carry-over funds from the current year and the amount of re-payments of old loans during the Program Year.
- The lead-based paint abatement activity will be funded with $25,000 for the Program Year. This activity pays for initial and clearance testing of rehab loan recipients' homes.

The City will provide CDBG funds to Senior Community Service's (SCS) Household and Maintenance for the Elderly (HOME) Program to provide outside maintenance and home making services to

low/moderate income seniors. This is an important service that allows seniors to continue to reside in their homes.

- The goal for this activity is to serve 100 seniors through the HOME program for each of the five years of the Consolidated Plan. HOME will be funded with $20,000 for this year of the Action Plan.

The City will increase funding for a homeownership activity this year by assisting the West Hennepin Affordable Housing Land Trust (WHAHLT) complete two purchase/rehab projects within Bloomington during the 2020-2021 program year. Doing business as "Homes Within Reach", WHAHLT will resell the homes to low/moderate income families. The CDBG funds will be used as gap financing to assure the home is affordable to the buyer after the rehabilitation. The structure of the land trust guarantees long-term affordability of the home by requiring the owner to resell the home to another low/moderate income family. The land trust retains ownership of the land.

- The goal for this activity is to provide an affordable home-ownership opportunity to two low/moderate income households in Bloomington during the 2020-2021 Program Year for a total of $150,000 in CDBG funds.

Lastly, the City contributes to the metro-wide Fair Housing Implementation Council (FHIC) for Fair Housing Services. The City will allocate funds for the continuation of Fair Housing Services in the suburban metro (including Bloomington). These funds may be used for education and research, housing discrimination testing and enforcement and Fair Housing counseling and clearinghouse activities.

- The goal for this activity is to provide funding of $5,000 to fair housing activities during the 2020-2021 Program Year.

CITY OF BLOOMINGTON MINNESOTA

Request for Council Action

Originator	Item
Public Works	**Residential Solid Waste Collection Resolution Authorizing Terms for Renewal**
Agenda Section	Date
ORGANIZATIONAL BUSINESS	April 6, 2020

Requested Action:

Motion by _____, seconded by _____ to adopt Resolution No. _____ authorizing terms for renewal of an amended and restated agreement with the Bloomington Haulers, LLC for residential solid waste collection within the City of Bloomington and authorizing the Mayor and City Manager to execute the agreement.

Item created by: Kim Larson, Public Works
Item presented by: Karl Keel, Public Works Director

Description:

This resolution authorizes staff to offer terms of renewal for an amended and restated agreement between Bloomington Haulers, LLC for residential solid waste collection within Bloomington. The resolution also authorizes the Mayor and City Manager to execute the final agreement.

Attachments:

Resolution
Exhibit to Resolution
Staff Memo
Powerpoint Presentation

RESOLUTION NO. 2020 - ____

RESOLUTION OFFERING TERMS FOR RENEWAL OF THE AGREEMENT WITH BLOOMINGTON HAULERS, LLC FOR RESIDENTIAL SOLID WASTE COLLECTION WITHIN THE CITY OF BLOOMINGTON AND AUTHORIZING MAYOR AND CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, the City Council of the City of Bloomington ("City") is the official governing body of the City of Bloomington, Minnesota; and

WHEREAS, Minn. Stat. § 115A.94 authorizes a city to establish organized collection for solid waste; and

WHEREAS, on December 21, 2015, the City and Bloomington Haulers, LLC ("Consortium") entered into a five (5) year contract for residential solid waste collection within the City; the City and Consortium amended the initial agreement in 2017 and again in 2019 (collectively, "Agreement"); and

WHEREAS, Section One of the Agreement provides that the City and the Consortium "reserve the right to renew the Agreement for an additional five (5) year period beyond the initial term, if performance is satisfactory and both parties agree in writing to the extension;" and

WHEREAS, Section One of the Agreement also provides that the City must notify the Consortium by December 21, 2019 of "its decision to either offer to renew or terminate the Agreement" and that the "right of the City to offer an extension … shall not be considered to imply any obligation by the City to renew or extend the Agreement;" and

WHEREAS, City staff sought City Council direction on numerous contracting matters over a series of five City Council study sessions from March to July of 2019; and

WHEREAS, City staff began formal renewal discussions with the Consortium on August 20, 2019 regarding terms for a possible contract extension; and

WHEREAS, City staff and the Consortium exchanged negotiation terms through a written "term sheet" and met multiple times to discuss possible terms for contract extension; and

WHEREAS, at a study session on November 25, 2019, City staff provided the City Council with an overview and status of negotiated terms and a recommendation to renew the Agreement with the Consortium so long as certain terms are substantially met; and

WHEREAS, the Consortium was unable to substantially agree to the terms delineated by the City on November 25, 2019, and the City Council authorized City staff to issue an RFP for Garbage and Recycling Services on January 27, 2020; and

WHEREAS, the Supreme Court of Minnesota's ruling in Jennissen v. City of Bloomington on February 12, 2020, resulted in City staff deciding that an RFP process was not prudent, and thereafter City staff restarted negotiations with the Consortium to determine if an agreement could be reached; and

WHEREAS, City staff and the Consortium have negotiated terms under which the Agreement could be renewed and City staff finds the terms are consistent with maintaining the continuity of the organized collection program and providing quality service to Bloomington residents.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, MINNESOTA, that the recitals stated above are hereby incorporated by reference and that City staff are hereby authorized and directed to notify the Consortium in writing of the City's offer to renew this Agreement with the Consortium for an additional five and a half (5.5) year period so long as the Consortium agrees to renew the Agreement consistent with the attached and hereby incorporated term sheet (Exhibit A) ("Revised Terms of Renewal"); and

BE IT FURTHER RESOLVED, that in acknowledgement of the City and Consortium's ongoing discussions and negotiations with the City on a possible renewal of the Agreement and that the City notified the Consortium prior to December 21, 2019, of its desire to negotiate a renewal of the Agreement, that the obligations of the City as stated in Section 1 of the Agreement have been met and the City's rights are not being waived by the City;

BE IT FINALLY RESOLVED, that City staff are authorized and directed to prepare an agreement with the Consortium as substantially outlined in the Revised Terms of Renewal to be fully executed by the Mayor and City Manager.

Passed and adopted this _____ day of April, 2020.

_____
Mayor

Attest:

_____
Secretary to the Council

CITY OF BLOOMINGTON MINNESOTA

Resolution Number 2020-_____

The attached resolution was adopted by the City Council of the City of Bloomington on April____, 2020.

The question was on the adoption of the resolution, and there were _____ YEAS and _____ NAYS as follows:

COUNCILMEMBERS:	YEA	NAY	OTHER
Tim Busse	_____	_____	_____
Jack Baloga	_____	_____	_____
Jenna Carter	_____	_____	_____
Nathan Coulter	_____	_____	_____
Dwayne Lowman	_____	_____	_____
Patrick Martin	_____	_____	_____
Shawn Nelson	_____	_____	_____

RESOLUTION ADOPTED.

ATTEST:

_____

Secretary to the Council

EXHIBIT A TO RESOLUTION NO. 2020 - _____

REVISED TERMS OF RENEWAL

MATTER	**TERM**
Contract Length	5.5 years
Garbage Rate	The price structure would remain the same as structure in existing contract – haulers would continue to pay for disposal of garbage. Garbage rate is comprised of a rate for collection and a rate for disposal based on size of garbage cart.
Price Escalators	Year 1 – 2.5% Year 2 – 2.5% Year 3 – 3.0% Year 4 – 3.0% Year 5 – 3.5% Year ½ - 3.5%
Recycling Rate	Recycling Commodity Adjustment Offset Fee. This would be an annual adjustment based on recycling processing cost, tonnage of recyclables collected, and sale price for recyclables based on public recycling indexes.
Liquidated Damages	$200 damage for failure to collect a missed pickup within timeframe provided by Contract $200 damage for failure to notify City of non-completion of daily collection
Fees related to possible end of organized collection	Should the outcome of November 2020 election matters related to organized collection result in dissolution of organized collection, the Consortium would receive $20/per cart for removal of all carts.

EXHIBIT A TO RESOLUTION NO. 2020 - _____

REVISED TERMS OF RENEWAL

Subcontractor agreement for collection of areas that a single hauler isn't able to complete	Creation of subcontractor agreement that ensures any major route incompletions in a single Consortium Member's area are serviced on the same day by the Consortium

Response time for servicing misses	A missed pickup reported before 12 p.m. must be collected the same day. A missed pickup reported after 12 p.m. must be picked up by the end of the following day, not including holidays. All customers shall receive the same opportunity to report missed pickups and same level of service regardless of service day.
Procedure for verifying missed collections	Upon notification of a miss, hauler can investigate to verify claim. The response time to service a missed collection is based on the initial report by the City or Customer of the miss, and not on the time the Consortium provides verification of the miss. Verification must include "Route-based" evidence entered in the field at time of collection in front of Customer address that the container was not out for collection when the Contractor provided service. If this verification is provided to the City, it is not deemed a Missed Collection. "Route-based" evidence can be either a paper copy of an actual route sheet, GPS route report or route software report that illustrates the date of collection and the time of the attempted collection. If the Customer contacts the City directly of a missed pick-up – the City will communicate to the Consortium Member.
Trip charges for returning to late set outs	Contract language will remain as is related to trip charges for late set outs.
Reports of missed collections and complaints	Consortium agree to keep a log of "verified" misses and other complaints. Provides the information that will be kept and indicates that the report will be due on 10th of month following service.
Non-completion of collection and extension of collection hours	Consortium agree to notify the City as soon as possible if collections will not be completed and reason for non-completion. Will notify city by 8 a.m. following day of estimated completion time. City may impose liquidated damages for failure to notify.

EXHIBIT A TO RESOLUTION NO. 2020 - _____

REVISED TERMS OF RENEWAL

City and Consortium customer service office hours	Consortium Members will take calls, at a minimum, between 8 am – 5 pm, M-F. Each consortium member will identify a contact person within MN to accept work orders. In addition the Consortium shall provide additional customer service staffing to ensure that all customers receive the same opportunity for customer service, including reporting of missed pickups, regardless of pickup day. Consortium will ensure that Friday misses will have a mechanism to receive pickup on Saturday.
Consortium customer service office	Consortium Members will maintain a customer service office for responding to complaints and phone calls and will be properly staffed to avoid long wait times.
Liquidated damages for missing entire blocks/neighborhoods	Missing entire blocks. A missed block is defined as a majority (50% or more) of one or both sides of a street or alley that is not picked up by 10 p.m. on any given scheduled collection day: $250.00 each instance, not to exceed $2,500 for an instance where multiple blocks were missed in a single day.
Liquidated damages for missing majority of collection zone	Collection Zone collection not completed. The failure to complete 20% or more pickups within the Collection Zone on the scheduled collection day: $2,500 per instance. City does not accept limiting damages for same instance within the same day or by material.
Default and Termination	Addition of a $20 per cart removal fee if contract separation is required as a result of November 2020 election mat
Non-completion of collection due to weather conditions	Consortium Contact will send City recovery plan(s) for each Consortium Member as soon as possible but no later than Noon on days that service will be delayed or cancelled. Consortium Members must follow recovery plans submitted to City unless weather conditions require further changes. City retains final approval of whether or not service can be delayed due to weather, as is written in current Contract.
Price and conditions for replacing damaged or missing carts	$65 will be paid to the Consortium for replacement of a damaged or missing cart deemed to be the responsibility of the RDU. RDU is responsible for damage to carts from misuse (fire, hot ashes); total destruction (e.g. hit by car); stolen or lost cart; graffiti. RDU is not responsible for damage caused by “normal wear and tear”

	such as cracks due to normal handling or weather conditions; part malfunctions; squirrel damage.
Response time and procedure for exchanging carts	The RDU must contact the City to schedule a cart size exchange. The City will then request the cart change from the respective Consortium Member. Within seven (7) business days of any such order by the RDU, and subsequent notice by the City, the Consortium Member shall provide the City with the date the cart exchanged occurred and the new service level at the RDU. In the event that the Consortium Member has to provide a "temporary-sized" cart until the requested cart is available – the Consortium Member will communicate to the City and Customer of the delay in replacement and when to anticipate the requested size cart will be delivered which shall not exceed one month from delivery of the "temporary-sized" cart. The timeline of the seven (7) days of any such order by the RDU will begin upon receipt of email provided to the Consortium Member by the City of Bloomington**.**
Holiday tree collection	Holiday tree collection price will remain as is.
Recycling composition audit	Annual recycling composition audit will be conducted. Contract will state an agreed upon summer month that the audit will take place each year.
Organics recycling	Alternative methods other than Strong Bag method may be considered for organics collection. City and Consortium will negotiate a rate for alternative collection methods under a separate letter agreement.
Curbside Cleanup program – Making changes to program	City reserves the right to make changes to items collected during the program or to discontinue program. City and Consortium will negotiate on price for changes requested by City. Should no agreement be reached, City can Contract with other vendors.
Curbside Cleanup costs and notification schedule	Consortium will set cleanup dates and disposal rates in Proposal by November 1. If landfill "host fees" change in January, as they often do, the Consortium can resubmit proposal by the third week of January with updated fees that reflect changes to host fees.
Yard Waste season length	Yard waste collection season length staying as is (April 15 – Nov 30), weather permitting.

EXHIBIT A TO RESOLUTION NO. 2020 - _____

REVISED TERMS OF RENEWAL

Extra yard waste bags	Limit of yard waste bags to 20 per week. Extra bags to be tagged and left at curb.
Cancelling yard waste service	City will provide Consortium list of yard waste subscribers by last business day of the 1st week of April. RDU may cancel service up to 1st day of service.
Vacation Credits	Vacation holds limited to 6 months, indicating that residents have limits on extended leave to six months, exceptions for deployed military and vacant homes. Definition of vacant homes to be included.
Extra collection of trash	Extra collection of trash definition to state that it is limited to resident's current level of service. Any additional materials picked up in excess of residents service level will be charged overflow trash and bulky item prices as written in Contract.

CITY OF
BLOOMINGTON
MINNESOTA

DATE: **April 1, 2020**

TO: **Mayor Tim Busse and Bloomington City Council**

FROM: **Karl Keel, Director of Public Works**
Ellen Biales, Deputy Director of Public Works
Laura Horner, Public Works Project Coordinator

RE: **Approval of Contract with Bloomington Haulers, LLC**

The February 2020 decision in the Jennissen v. City of Bloomington case has changed the environment related to the future of the City-wide Garbage and Recycling Program. This memo is presented to provide information about the current status of the RFP process and to recommend renewing a contract with Bloomington Haulers, LLC.

Current RFP Process

On January 27, 2020, the City Council authorized Public Works staff to begin working on a Request for Proposals (RFP) for City-wide Garbage and Recycling Services. The action was taken following 6 months of negotiation with the city's current consortium of haulers, Bloomington Haulers, LLC (Consortium). To that point, the negotiations for a 5 year contract renewal had been unsuccessful in reaching terms acceptable to the City.

The timeline for issuing an RFP was aggressive to meet the goal of having a new hauler(s) in place to begin collection on December 22, 2020, the day following the end of the current contract. The RFP process itself, including advertising, proposal evaluation, contract negotiation, and approval by the City Council was estimated to take approximately 5 months. It was anticipated that, at a minimum, another 6 months would be necessary for the successful contractor and the City to take the steps necessary (purchase trucks, order and swap carts, set up collection routes, adjust billing systems, provide public information) to ensure a smooth transition. The 6 month implementation timeline was considered to be the absolute minimum amount of time necessary for this transition, with most projects of this scale more comfortably taking place within an 8 – 12 month time horizon.

The uncertainty around the future of the garbage and recycling program created by the Jennissen decision has made issuance of an RFP at this time not prudent. Haulers are unlikely to invest the time and expense of responding to an RFP and take the financial risk to begin implementation without the certainty of a multi-year contract. Without that

backing, haulers will find it difficult to get the necessary financing to purchase additional trucks and equipment. They also will be hesitant to hire the additional staff necessary to take on a program the size of Bloomington's. It is difficult to imagine a hauler(s) who would be willing to spend 6 months working toward implementation knowing that Bloomington voters may end the program before they have started their contract with the City.

Continuing with the current RFP process would also mean that implementation activities, such as cart swaps and public education, would be occurring prior to the November 2020 vote of Bloomington residents. This would send confusing signals to the public.

In light of these circumstances, staff see two different ways forward: 1) returning to an open system of garbage and recycling collection; or 2) seeking a renewal of the Agreement with the Consortium.

As previously discussed with the City Council, there are many benefits to an organized collection system. For these reasons, Staff recommends seeking a renewal of the City's contract with the Consortium.

Contract Extension Terms

Staff have continued conversations with the Consortium in an effort to come to revised terms for a contract renewal. Below are the terms that have been most recently negotiated.

Matter	**Terms of most recent proposal from Consortium** **02.25.20**
Contract Length	5.5 years*
Garbage Rate	The price structure would remain the same as structure in existing contract – haulers would continue to pay for disposal of garbage. Garbage rate is comprised of a rate for collection and a rate for disposal based on size of garbage cart.

Price Escalators	Year 1 – 2.5% Year 2 – 2.5% Year 3 – 3.0% Year 4 – 3.0% Year 5 – 3.5% Year ½ - 3.5%
Average Monthly Cost Per Household (2021) **	$23.62
Average Annual Cost Over 5.5 Year Contract **	$6,393,753
Recycling Rate	Recycling Commodity Adjustment Offset Fee. This would be an annual adjustment based on recycling processing cost, tonnage of recyclables collected, and sale price for recyclables based on public recycling indexes.
Liquidated Damages	$200 damage for failure to collect a missed pickup within timeframe provided by Contract $200 damage for failure to notify City of non-completion of daily collection
Fees related to possible end of organized collection	Should the outcome of November 2020 election matters related to organized collection result in dissolution of organized collection, the Consortium would be receive $20/per cart for removal of all carts.
Subcontractor agreement for collection of areas that a single hauler isn't able to complete	Creation of subcontractor agreement that ensures any major route incompletions in a single Consortium Member's area are serviced on the same day by the Consortium

** During the City/Consortium meeting, the Consortium indicated the extra 6 months in the term length was included so that in the future if the City were to switch service providers, a new Contract would begin in June rather than the end of December. The City had previously expressed interest in the additional half year to make a future contract transition easier. Switching carts in summer months is more favorable than switching carts during winter months.*

At the City/Consortium meeting, the Consortium indicated that they would not offer these terms for a contract length of less than 5 years due to the level of investment required to provide service to the City. The City could consider asking the Consortium to re-consider an extension for a shorter period of time. However, this would most likely would result in a proposal with higher rates.

***Price includes cost of garbage and recycling cart service only, and does not include cost of yard waste, curbside cleanup, bulky items, and other extra services. Price includes State taxes and County fees collected for garbage service.*

In addition to the terms that have been newly negotiated, the Consortium has agreed to the following terms which were previously negotiated.

Matter	**Term from Negotiations 12.2.19**
Response time for servicing misses	A missed pickup reported before 12 p.m. must be collected the same day. A missed pickup reported after 12 p.m. must be picked up by the end of the following day, not including holidays. All customers shall receive the same opportunity to report missed pickups and same level of service regardless of service day.
Procedure for verifying missed collections	Upon notification of a miss, hauler can investigate to verify claim. The response time to service a missed collection is based on the initial report by the City or Customer of the miss, and not on the time the Consortium provides verification of the miss. Verification must include "Route-based" evidence entered in the field at time of collection in front of Customer address that the container was not out for collection when the Contractor provided service. If this verification is provided to the City, it is not deemed a Missed Collection. "Route-based" evidence can be either a paper copy of an actual route sheet, GPS route report or route software report that illustrates the date of collection and the time of the attempted collection. If the Customer contacts the City directly of a missed pick-up – the City will communicate to the Consortium Member.
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Non-completion of collection due to weather conditions	Consortium Contact will send City recovery plan(s) for each Consortium Member as soon as possible but no later than Noon on days that service will be delayed or cancelled. Consortium Members must follow recovery plans submitted to City unless weather conditions require further changes. City retains final approval of whether or not service can be delayed due to weather, as is written in current Contract.
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Extra collection of trash	Extra collection of trash definition to state that it is limited to resident's current level of service. Any additional materials picked up in excess of residents service level will be charged overflow trash and bulky item prices as written in Contract.

With these terms in place, staff finds that the Garbage and Recycling Program can maintain its continuity and provide excellent service to the residents of Bloomington. Staff recommends approval of an agreement with the Consortium that includes the aforementioned terms. Staff seek City Council approval of these terms at the April 6, 2020 meeting. Staff are available to address any questions you may have.

AGREEMENT FOR GARBAGE & RECYCLING SERVICES

APRIL 6, 2020

BACKGROUND

January 27, 2020	City Council passed a Resolution authorizing staff to issue a Request for Proposals (RFP) for garbage and recycling services
February 12, 2020	Supreme Court ruled on Jennissen et al. V City of Bloomington
November 3, 2020	General election day
December 21, 2020	Current contract for services ends

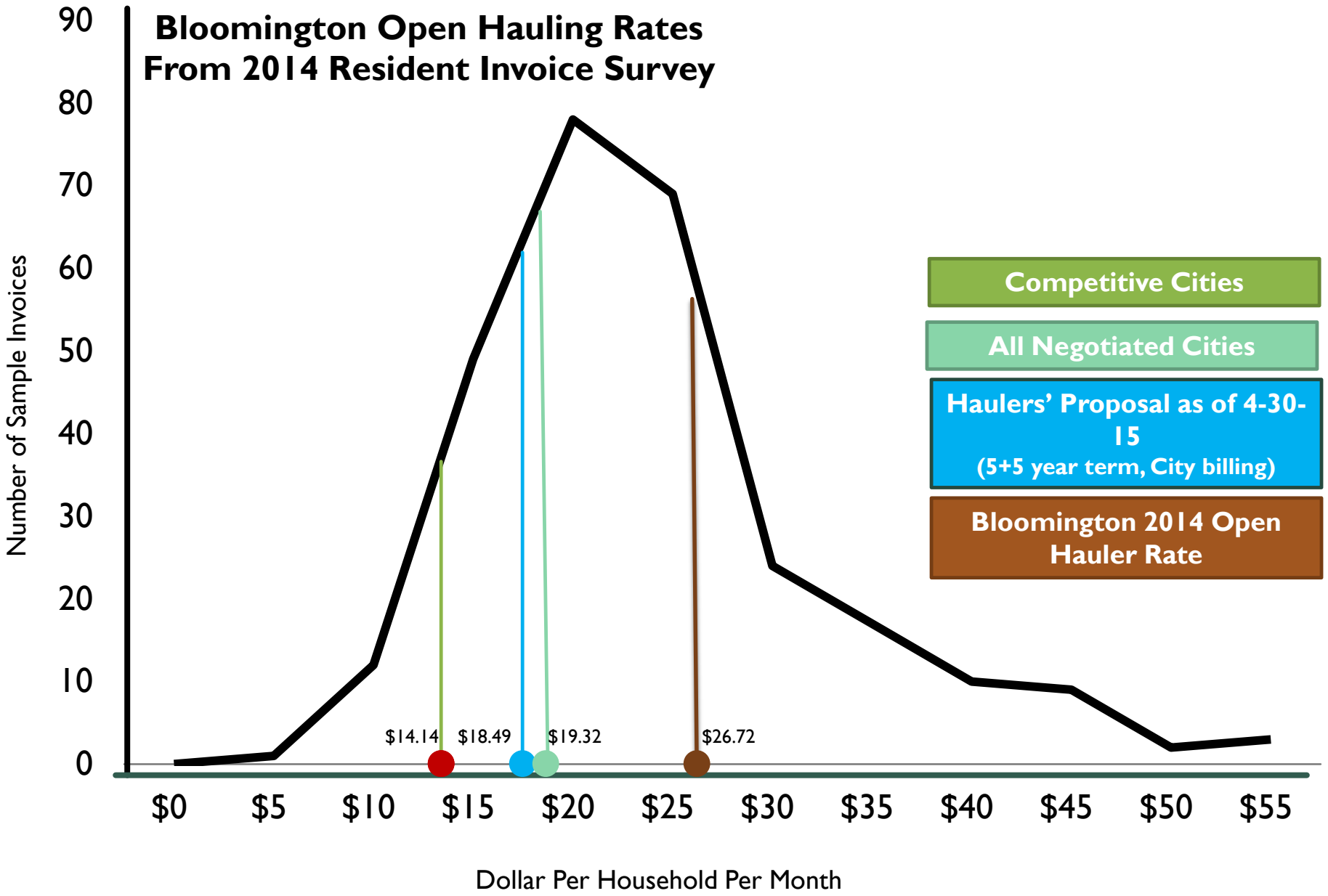
CURRENT RFP PROCESS (RFP)

- Significant risk and complication has been created by the Jennissen decision that makes the success of issuing an RFP at this time improbable:
  - Haulers are unlikely to invest the time and expense of responding to an RFP and take the financial risk to begin implementation without the certainty of a multi-year contract.
  - Haulers' ability to make capital investment in timeline is not feasible
  - If City issues RFP, and awards a new contract, public education about new service provider and swapping of carts would occur prior to general election in November. Mixed signals sent to public likely to cause significant confusion and unease.

RECOMMENDATION TO PROCEED FORWARD

Renew Agreement with the Consortium

- Ongoing negotiations between the City and Consortium
- Revised Terms of Renewal



The 2014 average price of $26.72

would equate to $29.01 in 2020 value

(using CPI Inflation Calculator)

NEGOTIATIONS WITH CONSORTIUM

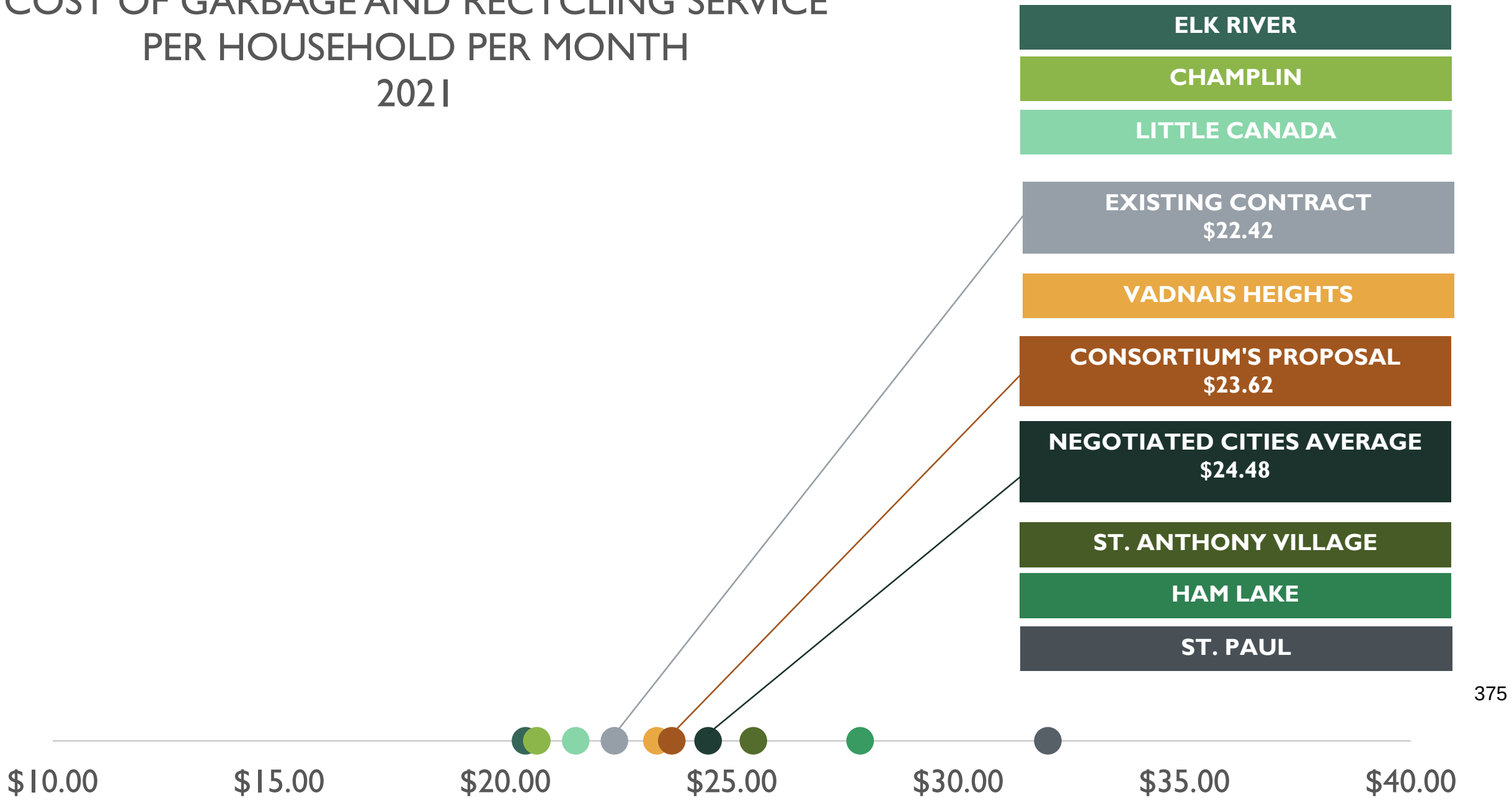
- Consortium has offered revised contract renewal terms including:
  - Price
  - Rate Escalators
  - Liquidated Damages
  - Contract Separation

REVIEW OF CONTRACT PRICING (2021)

2021 Contract Price Comparison	Proposal from Consortium as of 03.24.2020	Existing Contract	Average Cost in Other Cities with Negotiated Contracts
Average Monthly Cost Per Household	$23.62	$22.42	$24.48
Annual (2021) Cost Citywide	$6,393,753	$5,856,276	$6,396,202

- Prices listed are the cost of garbage and recycling cart service only, and do not include cost of yard waste, curbside cleanup, bulky items, and other extra services. Includes State taxes and County fees collected for garbage service.
- Cities included in review of "negotiated contracts" include Champlin, Elk River, Little Canada, Ham Lake, St. Anthony Village, Vadnais Heights and St. Paul.
- In staff's review of pricing found in other cities, the contract prices were adjusted to account for who does the billing (hauler or City), where garbage is disposed (different tipping fees at different disposal facilities), and if City pays for garbage disposal directly. There are other factors that can affect contract price including contract term length, and the year the contract was signed. It is difficult to compare "apples to apples" contract prices for garbage and recycling services, and this should be noted when using other City contract prices as part of our review.

COST OF GARBAGE AND RECYCLING SERVICE PER HOUSEHOLD PER MONTH 2021



ANNUAL RATE ADJUSTMENT

- To account for inflation, the Consortium has proposed an annual rate adjustment
- This is common for city garbage and recycling contracts
- Consortium is proposing the following adjustments:
  - Year 1 – 2.5%
  - Year 2 – 2.5%
  - Year 3 – 3.0%
  - Year 4 – 3.0%
  - Year 5 – 3.5%
  - Year ½ - 3.5%

ANNUAL RATE ADJUSTMENTS FOUND IN OTHER NEGOTIATED CONTRACTS

Champlin	Elk River	Little Canada	Ham Lake	St. Anthony Village	Vadnais Heights
5 year contract; 2016-2020 2% annual increase in first two years, 3% annual increase in last two years	10 year contract; 2013-2022 3% annual increase in garbage rates. 7.5% increase in recycling rate in Year 5 of contract	5 year contract; 2017-2022 2% annual increase	6 year contract; 2016-2021 2% annual increase	5 year contract; 2015 – 2020 Annual CPI Adjustment (BLS Consumer Price Index for All Urban Consumers, US City Average Area, Trash Collection	5 year contract; 2019 – 2024 2% annual increase in first four year, 3% annual increase in last year of contract

PROPOSED REVISED TERMS FOR RENEWAL

Matter	Proposal from Consortium 03.02.20	Existing Contract
Contract Length	5.5 years	5 years
Garbage Rate	Haulers pay for disposal. Garbage rate is comprised of a rate for collection and a rate for disposal based on size of garbage cart.	Haulers pay for disposal. Garbage rate is comprised of a rate for collection and a rate for disposal based on size of garbage cart.
Price Escalators	Year 1 – 2.5% Year 2 – 2.5% Year 3 – 3.0% Year 4 – 3.0% Year 5 – 3.5% Year ½ - 3.5%	2% every other year rate adjustment
Recycling Rate	Recycling Commodity Adjustment Offset Fee: Annual adjustment based on recycling markets and tons recycled. Staff estimates this would be approximately $0.89 for 2021, using data from 2019.	No additional fee for fluctuations in recycling markets
Contract Early Separation Amount	Should the outcome of ballot questions related to organized collection result in dissolution of organized collection, the Consortium would receive $20/cart for removal of all carts.	No language

PROPOSED REVISED TERMS FOR RENEWAL

Matter	Proposal from Consortium 03.02.20	Existing Contract
Liquidated Damages	$200 damage for failure to collect a missed pickup within timeframe provided by Contract $200 damage for failure to notify City of non-completion of daily collection	$50 No damage currently in Contract
Subcontractor agreement for collection of areas that a single hauler isn't able to complete	Creation of subcontractor agreement that ensures any major route incompletions in a single Consortium Member's area are serviced on the same day by the Consortium	Not specifically addressed

OTHER TERMS AS NEGOTIATED PREVIOUSLY

- Return pickup on Saturday for Friday misses
- Customer service hours
- Same price for holiday tree collection
- Limit to 20 yard waste bags per week

RESOLUTION

- The Resolution before the Council seeks approval of the negotiated revised terms and authorizes the Mayor and City Manager to proceed forward with executing an agreement with the Consortium.

QUESTIONS?

CITY OF
BLOOMINGTON
MINNESOTA

Request for Council Action

Originator	Item
Mayor's Office	**City Council Policy & Issue Update**
Agenda Section	Date
ORGANIZATIONAL BUSINESS	April 6, 2020

Requested Action:

Item created by: Denise Christenson, Mayor's Office
Item presented by: Jamie Verbrugge, City Manager

Description:

1. Updates to Council by the City Manager

2. Council Issue Identification