

REGULAR COUNCIL MEETING – AGENDA #5

If due to a disability, you need auxiliary aids or services during a City Council Meeting, please provide the City with 72 hours' notice by calling 763-493-8141 or faxing 763-493-8391.

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

Our Brooklyn Park 2025 Goals:

• A united and welcoming community, strengthened by our diversity • Beautiful spaces and quality infrastructure make Brooklyn Park a unique destination • A balanced economic environment that empowers businesses and people to thrive • People of all ages have what they need to feel healthy and safe • Partnerships that increase racial and economic equity empower residents and neighborhoods to prosper • Effective and engaging government recognized as a leader

I. ORGANIZATIONAL BUSINESS

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

2. PUBLIC COMMENT AND RESPONSE 7:00 p.m. Provides an opportunity for the public to address the Council on items which are not on the agenda. Public Comment will be limited to 15 minutes (*if no one is in attendance for Public Comment, the regular meeting may begin*), and it may not be used to make personal attacks, to air personality grievances, to make political endorsements or for political campaign purposes. Individuals should limit their comments to three minutes. Council Members will not enter into a dialogue with citizens. Questions from the Council will be for clarification only. Public Comment will not be used as a time for problem solving or reacting to the comments made, but rather for hearing the citizen for informational purposes only.

2A. RESPONSE TO PRIOR PUBLIC COMMENT

2B. PUBLIC COMMENT

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

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

3B.1 Introduction of New Employees

3B.2 Presentation of Plaque to Commissioner

3B.3 Interview Applicants for METRO Blue Line Extension Community Advisory Committee (CAC) and Business Advisory Committee (BAC)

A. VOTING FORM

B. ATTENDANCE SHEET

3B.4 Recreation and Parks Advisory Commission 2018 Year-in-Review and 2019 Work Plan

A. 2018 YEAR-IN-REVIEW REPORT

3B.5 Community Long-range Improvement Commission Annual Report

A. 2019 CLIC WORKPLAN

B. 2019 ANNUAL REPORT TO COUNCIL

3B.6 Mayor's Proclamation for Cities United Black History Month

A. PROCLAMATION

B. FLYER

II. STATUTORY BUSINESS AND/OR POLICY IMPLEMENTATION

4. CONSENT (All items listed under Consent, unless removed from Consent in agenda item 3A, shall be approved by one council motion.) Consent Agenda consists of items delegated to city management or a commission but requires council action by State law, City Charter or city code. These items must conform to a council approved policy, plan, capital improvement project, ordinance or contract. In addition, meeting minutes shall be included.

- 4.1 Approve an On-Sale 3.2 Percent Malt Liquor License for Linh Huynh Food Inc, Doing Business As Kim Anh Restaurant Located at 8586 Edinburgh Center Drive North
- 4.2 FIRST READING of an Ordinance Amending Chapter 114 Food Establishments
 - A. ORDINANCE

The following items relate to the City Council's long-range policy-making responsibilities and are handled individually for appropriate debate and deliberation. (Those persons wishing to speak to any of the items listed in this section should fill out a speaker's form and give it to the City Clerk. Staff will present each item, following in which audience input is invited. Discussion will then be closed to the public and directed to the council table for action.)

5. PUBLIC HEARINGS

- 5.1 Approve an On-Sale Wine License for Linh Huynh Food Inc. Doing Business As Kim Anh Restaurant Located at 8586 Edinburgh Center Dr N.
- 5.2 Public Hearing for Preliminary Allocation of Fiscal Year (FY) 2019 Community Development Block Grant (CDBG) Program Funds and Appointment of Representative to CDBG Public /Human Services Selection Committee
 - A. PUBLIC/HUMAN SERVICES RFP
 - B. MARKETING FLYER FOR CDBG 2019
 - C. PRESS RELEASE
 - D. CONSOLIDATED PLAN STRATEGIES AND GOALS 2015 – 2019
 - E. PUBLIC HEARING NOTICE
 - F. PUBLIC SERVICES CDBG AWARD LIST FOR FISCAL YEAR 2018-2019
- 5.3 Resolution for a One-year Extension of a Minnesota Department of Employment and Economic Development Loan under the Minnesota Investment Fund (MIF) Program for Biomerics, Inc.
 - A. RESOLUTION
 - B. LOAN AGREEMENT
 - C. GRANT AGREEMENT

6. LAND USE ACTIONS

None

7. GENERAL ACTION ITEMS

None

III. DISCUSSION – These items will be discussion items but the City Council may act upon them during the course of the meeting.

8. DISCUSSION ITEMS

None

IV. VERBAL REPORTS AND ANNOUNCEMENTS

9A. COUNCIL MEMBER REPORTS AND ANNOUNCEMENTS

9B. CITY MANAGER REPORTS AND ANNOUNCEMENTS

V. CLOSED SESSION

- 10.1 Close the meeting Pursuant to MS Section 13D.05, Subd. 3(B) to discuss matters protected by the Attorney Client Privilege relating to property located at 8401 West Broadway – Recess to Closed Session

VI. ADJOURNMENT

Since we do not have time to discuss every point presented, it may seem that decisions are preconceived. However, background information is provided for the City Council on each agenda item in advance from city staff and appointed commissions, and decisions are based on this information and past experiences. If you are aware of information that has not been discussed, please raise your hand to be recognized. Please speak from the podium. Comments that are pertinent are appreciated. Items requiring excessive time may be continued to another meeting.

City of Brooklyn Park Request for Council Action

Agenda Item:	3B.1	Meeting Date:	February 11, 2019
Agenda Section:	Public Presentations/ Proclamations/Receipt of General Communications	Originating Department:	Administration
Resolution:	N/A	Prepared By:	Marlene Kryder Program Assistant
Ordinance:	N/A		
Attachments:	N/A	Presented By:	Department Directors/Managers
Item:	Introduction of New Employees		

City Manager's Proposed Action:

Introduction of the City of Brooklyn Park's new employees.

Overview:

<u>Employee</u>	<u>Start Date</u>	<u>Title</u>
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Administration

Megan McKeen	Jan. 17, 2019	Digital Media Specialist
Eric Jacobs-Andresen	Jan. 17, 2019	Digital Media Specialist

Recreation and Parks

Kelly Mertes	Dec. 17, 2018	Recreation Supervisor
Patrice Holter	Dec. 28, 2018	Recreation Supervisor
Sarah Thuriot	Nov. 5, 2018	Building Maintenance Worker
James Schwarz	Nov. 2, 2018	Building Maintenance Worker

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments: N/A

City of Brooklyn Park Request for Council Action

Agenda Item:	3B.2	Meeting Date:	February 11, 2019
Agenda Section:	Public Presentations/ Proclamations/Receipt of General Communications	Originating Department:	Administration
Resolution:	N/A	Prepared By:	Marlene Kryder, Program Assistant
Ordinance:	N/A		
Attachments:	N/A	Presented By:	Mayor Jeffrey Lunde
Item:	Presentation of Plaque to Commissioner		

City Manager's Proposed Action:

Recognize an outgoing Commissioner.

Overview:

The purpose of this agenda item is to publicly recognize and thank Human Rights Commissioner Linda Freemon for her contributions to the City of Brooklyn Park.

On November 11, 1996, the City Council adopted a policy for recognition of outgoing members to city boards and commissions. Under the policy, commissioners who serve at least three years on a commission receive a plaque, while commissioners who serve less than that receive a certificate or letter.

Commissioners being recognized:

Name	Boards/Commissions	Years of Service
Linda Freemon	Human Rights Commission	April 2013 to December 2018

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments: N/A

City of Brooklyn Park Request for Council Action

Agenda Item:	3B.3	Meeting Date:	February 11, 2019
Agenda Section:	Public Presentations/ Proclamations/Receipt of General Communications	Originating Department:	Community Development
Resolution:	N/A	Prepared By:	Jennifer Jordan, LRT Senior Project Manager
Ordinance:	N/A		
Attachments:	2	Presented By:	Mayor Jeffrey Lunde
Item:	Interview Applicants for METRO Blue Line Extension Community Advisory Committee (CAC) and Business Advisory Committee (BAC)		

City Manager's Proposed Action:

Interview applicants to fill current openings on the METRO Blue Line Extension Community Advisory Committee (CAC) and Business Advisory Committee (BAC).

Overview:

The METRO Blue Line Extension (BLRT) project convenes a Community Advisory Committee (CAC) and a Business Advisory Committee (BAC) to provide guidance to the BLRT Corridor Management Committee (CMC) on community and business issues during the engineering and environmental phases of the BLRT project development. These advisory committees will continue to meet until the project is ready to start construction and Construction Information Workgroups are formed.

CAC and BAC members are appointed in two-year terms with the last term concluding December 31, 2018. The City of Brooklyn Park needs to appoint three (3) CAC and two (2) BAC members for the 2019-2020 term.

Applicants have been contacted and an attendance sheet is attached.

Business Advisory Committee – Two openings:

The BAC received three (3) new applications. One previous BAC member has asked to be re-appointed. The total number of BAC applicants under consideration is four (4).

Community Advisory Committee – Three openings:

The CAC received nine (9) new applications. Two previous CAC members have asked to be re-appointed. The total number of CAC applicants under consideration is eleven (11).

Applicants for the CAC and the BAC have not interviewed with the Council in the past; however, given the large number of applicants, interviews are recommended so that Council can ask questions on the applicant's background, interest in serving on the committee, and their time commitment.

In the packet is a voting form to indicate your choices. At the end of the meeting, please pass your voting forms to Mayor Lunde with your choices indicated. He will consolidate the votes to determine who will be appointed to the committees. The appointments will be made during the February 25, 2019 Council meeting.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments:

3B.3A VOTING FORM

3B.3B ATTENDANCE SHEET

METRO Blue Line Extension LRT Advisory Commission VOTING FORM

METRO Blue Line Extension Advisory Committees

Business Advisory Committee (BAC) - 2 appointments

Community Advisory Committee (CAC) - 3 appointments

Council Member: _____

Advisory Committee Applicants

BAC Name		Council Appointment Choice
John Hacker (Design Ready Controls)	1st choice: _____	
Benard Muko		
Mark Quigley (AFS Sytems Inc.)		
James White (Fine Associates) (current appointee; interested in being reappointed)	2nd choice: _____	
CAC Name		Council Appointment Choice
Christopher Berne (current appointee; interested in being reappointed)	1st choice: _____	
Chester Dryke		
Janet Durbin		
Cory Funk	2nd choice: _____	
Kathy Fraser		
Carl Gimm		
Darell Golly	3rd choice: _____	
Sue Metcalf		
Benard Muko		
Steven Schmidt (current appointee; interested in being reappointed)		
Sven Sjostedt		

Note: This ballot is public information per Minnesota Government Data Practices Act.

**METRO Blue Line Community Advisory Committee (CAC) and
Business Advisory Committee (BAC) Interviews
Applicant Attendance
Monday, February 11, 2019 7:00 p.m.**

Business Advisory Committee (CAC)		
Applicant's Name (Alpha order)	Confirmed Attendance	Residing or Business Located in District
John Hacker	Yes	West
Benard Muko	No	West
Mark Quigley	Yes	East
James White (current appointee; interested in being reappointed)	Yes	West
Community Advisory Committee (CAC)		
Christopher Berne (current appointee; interested in being reappointed)	Yes	West
Chester Dryke	Yes	East
Janet Durbin	Yes	West
Cory Funk	Yes	East
Kathy Fraser	Confirmed – unable to attend	Central
Carl Gimm	No	Central
Darell Golly	No	Central
Sue Metcalf	No	East
Benard Muko	No	West
Steven Schmidt (current appointee; interested in being reappointed)	No	Central
Sven Sjostedt	Yes	West

City of Brooklyn Park

Request for Council Action

Agenda Item:	3B.4	Meeting Date:	February 11, 2019
Agenda Section:	Public Presentations/ Proclamations/Receipt of General Communications	Originating Department:	Recreation and Parks
Resolution:	N/A	Prepared By:	Jody Yungers, Director of Recreation and Parks
Ordinance:	N/A		
Attachments:	1	Presented By:	Jody Yungers/Monica Dillenburg
Item:	Recreation and Parks Advisory Commission 2018 Year-in-Review and 2019 Work Plan		

City Manager’s Proposed Action:

Presentation of 2018 Year-in-Review /2019 Work Plan

Overview:

Chairperson, Monica Dillenburg, of the Recreation and Parks Advisory Commission (RPAC) will provide highlights of the RPAC 2018 accomplishments and present to City Council the 2019 RPAC priorities to help advance the BP-2025 Community Goals.

Primary Issues/Alternatives to Consider:

- Do the RPAC priorities for 2019 align with the goals and priorities of the City Council?
- Further community engagement will be necessary to identify specific priority amenities to be incorporated into specific park redevelopment plans.

Budgetary/Fiscal Issues:

The passing of the \$26 million Natural Resource and Park Reinvestment Bond Referendum provides the necessary resources to advance the park system priorities as identified in the 2018 Park System Plan.

Attachments:

3B.4A 2018 YEAR-IN-REVIEW REPORT

RECREATION & PARKS DEPARTMENT

2018

YEAR IN REVIEW



Northwoods Park
Brooklyn Park's first universally-accessible playground

Brooklyn Park 



Message from Our Director

Jody Yungers
Director
Recreation and Parks
City of Brooklyn Park

As we reflect on this past year, one could describe 2018 as being a year of great impact and one that engaged the community in shaping its future vision for the Parks and Recreation system; and its goal in making Brooklyn Park a community all persons see as a “great place to live, work and play.”

While highlighting a few of the 2018 Department accomplishments, it is important to recognize that none of these accomplishments could have been achieved without the collective effort of all members of the Recreation and Parks team and the support of the Parks Operations and Maintenance, Community Development, Community Engagement and Communication teams within the City.

The noted accomplishments represents our teams’ efforts to continue to improve our services and to ensure we are staying relevant to the entire community.

I would like to highlight a few extraordinary accomplishments that will truly have long-term impact to the future of the Parks and Recreation System:

- *Parks and Recreation System Plan — In February of 2018, the City Council accepted the Park System Plan. The Plan was a result of over 30 different community engagement efforts, seeking input from the community as to its needs and vision for the park system. This 10-year Park System Plan identifies current and future needs, priorities, and improvements for all parks, trails and recreation program support facilities.*
- *Passing of the Park Bond Referendum — On November 6, 2018, Brooklyn Park voters passed a \$26 million park bond referendum that will advance the priorities identified within the Park System Plan.*

The City will continue to seek feedback from the community on refining the specific projects identified within the bond referendum, with plans to begin project implementations in 2019.

Other efforts in the coming year will include: advancement of 10-Year Park System Reinvestment Plan, Open Catering Policy at the Community Activity Center, grand re-opening of Edinburgh USA’s “Brooklyn” restaurant and much more.

RECREATION & PARKS

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2018 AT A GLANCE

JAN



On January 22, the community was invited to attend the City Council meeting for the presentation (and acceptance of) the Parks and Recreation System Plan

FEB



Monday, February 5, City Council approved the Parks and Recreation System Plan

MAR



Community Engagement begins for Aquatics Feasibility Study and Historic Eidem Farm Master Plan

APR



Aquatics Feasibility Design Charette is held with community members

MAY



City Council accepts Aquatics Feasibility Study report

JUN



Tater Daze successfully moved to the Community Activity Center and adjoining Fire and Police locations

JUL



City Council approves Historic Eidem Farm Master Plan

AUG



City Council approved ballot language for the Park Bond Referendum

SEP



Park Bond Referendum communications campaign begins, including extensive community engagement

OCT



City Council approved the Edinburgh USA Management Agreement with D'Amico & Sons

NOV



Community Engagement for River Park Master Planning



Voters Approve Park Bond Referendum

DEC



City Council approved 2019-2025 CIP/CEP and 2019 Operating Budget

SPECIAL PROJECTS

Aquatics Feasibility Study

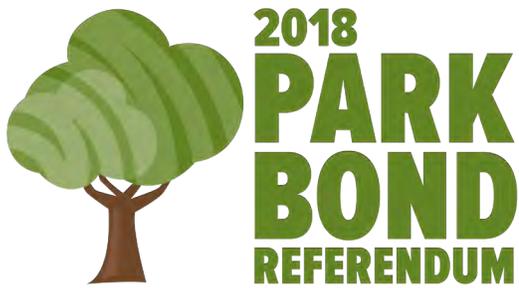
Goal #2B

“ Quality recreation and park amenities inspire activity for all ages and interests.

The development of a Family Aquatic Center in the City of Brooklyn Park was one of the top five community priorities in the 2018 Parks and Recreation System Plan. The Aquatics Feasibility Study was conducted to help inform the type of aquatic facility, its components, programs, construction cost, long-term financial business plan and the impact it would have on the City. 292 Design Group was hired to complete a feasibility study to provide policy makers with the information necessary to make an informed decision as to the best approach to addressing this recreation facility gap for the community.

Recreation and Parks staff and 292 Design Group conducted a variety of community engagement efforts that included a series of one-on-one meetings with multiple stakeholder groups and potential partners, two community design charettes (one with youth), and two community at-large meetings for community feedback to draft concept plans.

The Trust for Public Land community polling (June 2018) results indicated just over 50% of the community would support development of a community pool. The City Council was looking to pursue partnerships for an aquatics facility within the City and opted to not include an aquatic facility on the Nov. 6 ballot.



63% of the votes cast were in favor of the bond referendum



Park Bond Referendum

In August, 2018, the Council approved placing a \$26M Natural Resource Protection and Park Improvement Bond Referendum on the November 6, 2018 ballot. Voters were asked to vote "yes" or "no" to allow the city to issue up to \$26M in bonds for park and natural resources reinvestments and improvements.

PARK PRIORITY	COST
Natural Resource Management Plan implementation	\$500,000
Trails, wayfinding signs and lights	\$2,400,000
Park reinvestment	\$13,100,000
Community Activity Center and Senior Center facility improvements	\$4,000,000
Field and court improvements	\$2,600,000
Recreation/Teen center	\$2,000,000
Historic Eidem Farm (Phase I)	\$1,400,000
TOTAL	\$26,000,000

PLANNING AND DEVELOPMENT

Mississippi Gateway

Over the last two years, the Three Rivers Park District (TRPD) in partnership with the City of Brooklyn Park has conducted over 30 community engagement events and meetings to get feedback on the future redevelopment of the Mississippi Gateway Regional Park (formerly Coon Rapids Dam Regional Park), located on the east edge of the community along the Mississippi River.



Goal #2

“ Beautiful spaces and quality infrastructure make Brooklyn Park a unique destination.”

In November 2018, the Master Plan for the Mississippi Gateway Regional Park/Environmental Nature Area was approved by Brooklyn Park City Council and Three Rivers Board of Commissioners.

Historic Eidem Farm

"Nurturing Our Roots and Growing our Future"

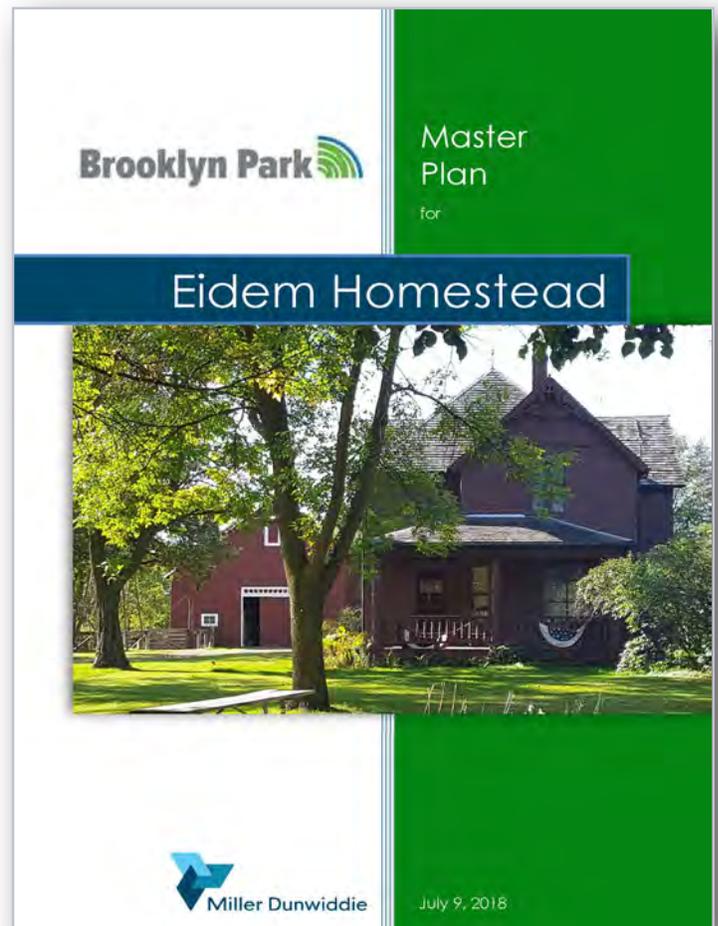
Brooklyn Park City Council approved a 10-year Master Plan for Historic Eidem Farm. The plan identifies the mission and vision statement for the farm, an interpretation plan for programs and a facility development plan. The new plan ensures existing and future programming meets our larger goals and works together to accomplish our mission.

Mission: To be a welcoming and inspiring space to learn about Brooklyn Park's market farming history and to celebrate our shared heritage of agriculture, families and community

Vision: To create a vibrant public space for people to enjoy the outdoors, learn about our shared heritage and to make connections between our history, our present and our future

FUN FACT:

Historic Eidem Farm was voted 8th in the "Top 20 Places to Take Kids in and around the Twin Cities" by readers on Kids Out and About.com



PLANNING AND DEVELOPMENT

River Park

River Park is the only park owned by the City of Brooklyn Park that connects people to the Mississippi River and provides opportunities for outdoor water recreation. As we work to create the Master Plan for River Park, we have engaged residents asking for their input on what the future of River Park should look like. A final Master Plan will be presented in March 2019.



PLANNING AND DEVELOPMENT

Natural Resources Master Plan

The City of Brooklyn Park Recreation and Parks Department is responsible for managing 60 parks that include developed parks, recreational facilities, open space/natural areas, and trails. To gather important planning information, the City of Brooklyn Park hired Stantec to develop a Natural Resources Management Plan for 25 select parks/open space areas within the system.

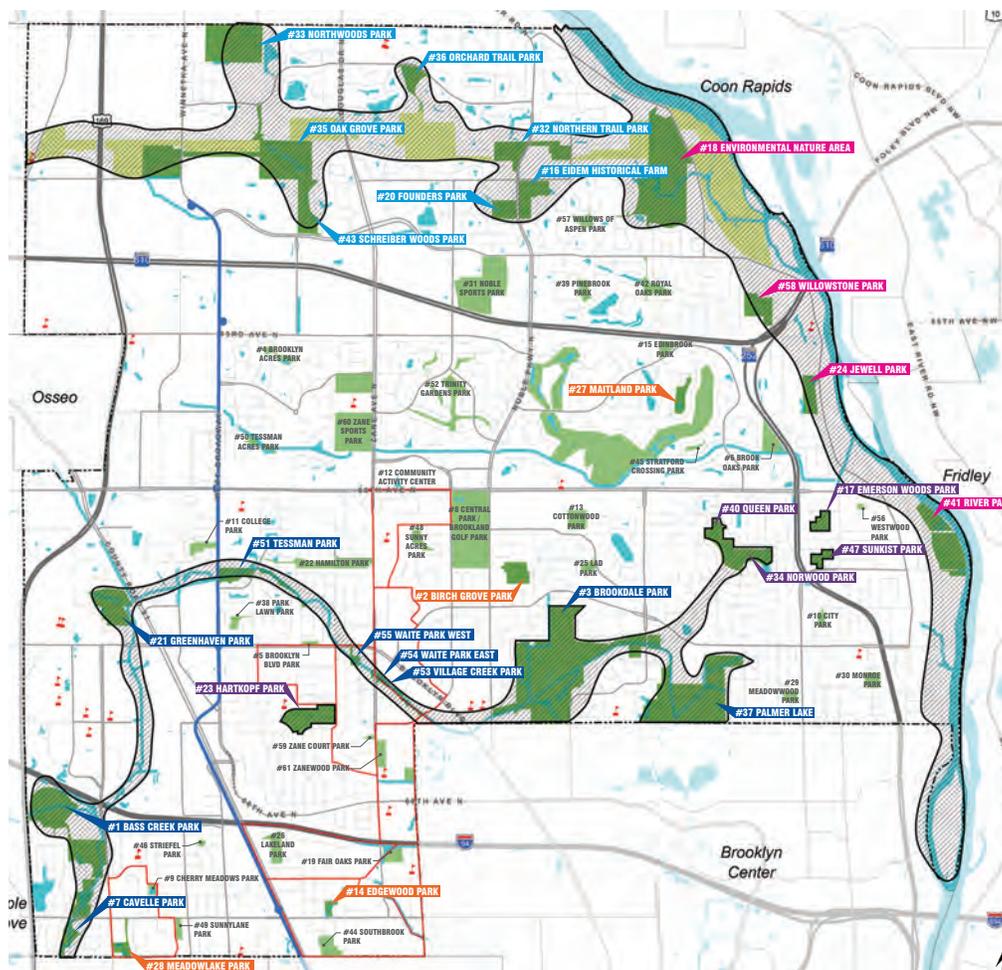
The Natural Resource Management Plan will begin with a field-based inventory that will serve as a foundation to natural area management best practices, priorities for management and cost estimates for recommended tasks.

The study will provide staff-identified priorities for natural resource management and budget decisions. The plan will help leverage other resources through grant opportunities.

Ecological Corridors and Parks to be Managed for Natural Resources

Goal #3

“ A balanced economic environment that empowers businesses and people to thrive.”



- | | | | | |
|--|---|---|---|---|
| LEGEND | PARK PARKS TO BE MANAGED FOR NATURAL RESOURCES | PARK PARKS IDENTIFIED AS PART OF THE MISSISSIPPI RIVER ECOLOGICAL CORRIDOR | PARK PARKS IDENTIFIED AS HABITAT PATCHES | — BLUE LINE LIGHT RAIL ALIGNMENT |
| PARK CONCEPTUAL ECOLOGICAL CORRIDORS AND PATCHES | PARK PARKS IDENTIFIED AS PART OF THE SHINGLE CREEK ECOLOGICAL CORRIDOR | PARK ADDITIONAL PARKS IDENTIFIED FOR NATURAL RESOURCE MANAGEMENT | PARK OTHER CITY PARKS | ● BLUE LINE LIGHT RAIL STATION |
| PARK PARKS IDENTIFIED AS PART OF THE RUSH CREEK ECOLOGICAL CORRIDOR | | PARK THREE RIVERS PARK DISTRICT | ● SCHOOL | ■ AREAS OF MAJORITY PEOPLE OF COLOR & LOWER INCOME |

Parks contribute to a sense of community pride and provide opportunities for investment in the creation of unique destinations for the community. Quality park and recreation amenities inspire activity for all ages and interests.

SPECIAL USE FACILITIES

Edinburgh Clubhouse Management

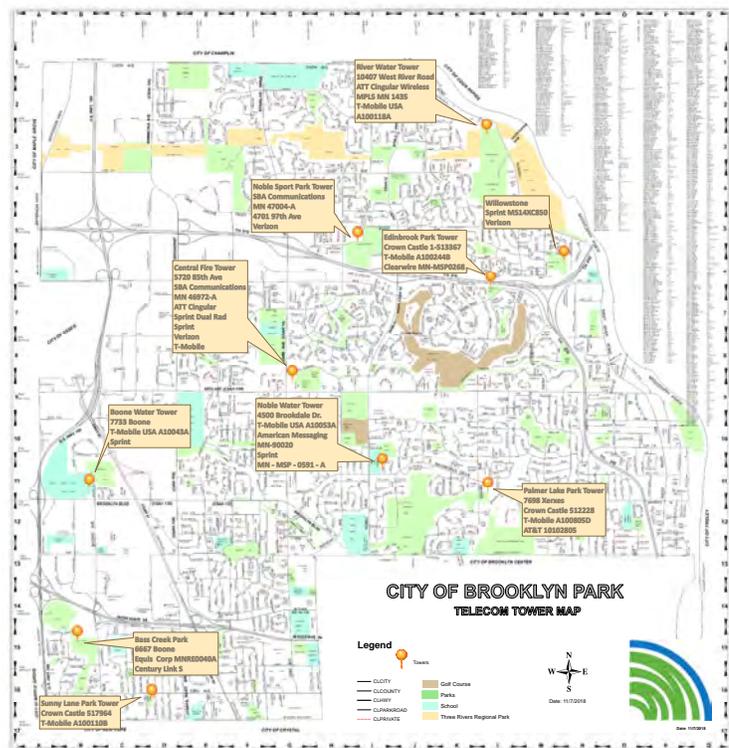


After a competitive process, the City is excited to announce that D'Amico & Partners were selected as the food and beverage service provider at Edinburgh USA on January 1, 2019. D'Amico & Partners is one of the most influential restaurant and catering operators in the Twin Cities. The Brooklyn Park Economic Development Authority (EDA) is investing \$1.5M into clubhouse and restaurant renovations.

The clubhouse restaurant, Girvan Grille, closed on January 1, 2019 for renovations and will re-open in early spring as the "Brooklyn" restaurant.

Cell Tower Project

The City has been working hard to renegotiate numerous cell tower lease agreements to become better positioned to capture potential revenue from cell tower companies preparing for 5G technology.



CAC Catering Policy

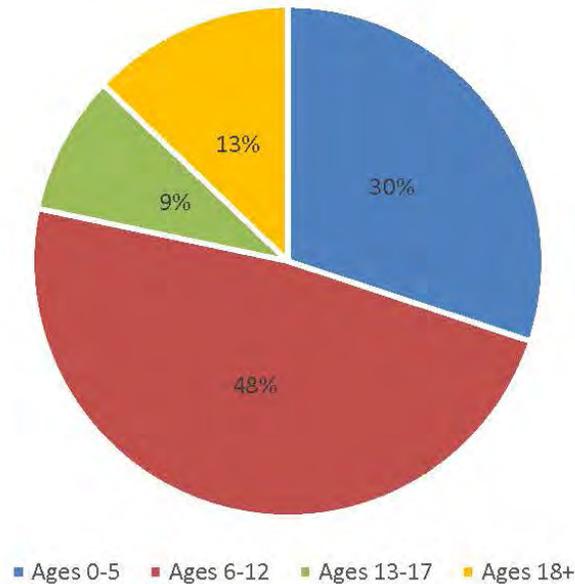


In 2018, staff worked with community members, the Recreation and Parks Advisory Commission (RPAC), and the City Council to develop a new Open Catering Policy that allows more flexibility to our renters when choosing food options for events held at the CAC. The new CAC Catering Policy will go into effect May 1, 2019. The policy allows for customers to select a catering company of their choice or bring commercially prepared food. The new catering policy applies only to food and non-alcoholic beverages. Alcoholic beverage service will still require the use of a preferred caterer in order to comply with legal and insurance requirements for serving alcohol.

RECREATION SERVICES

Total # Participants Served

2018 Program Registrations by Age



Goal #6

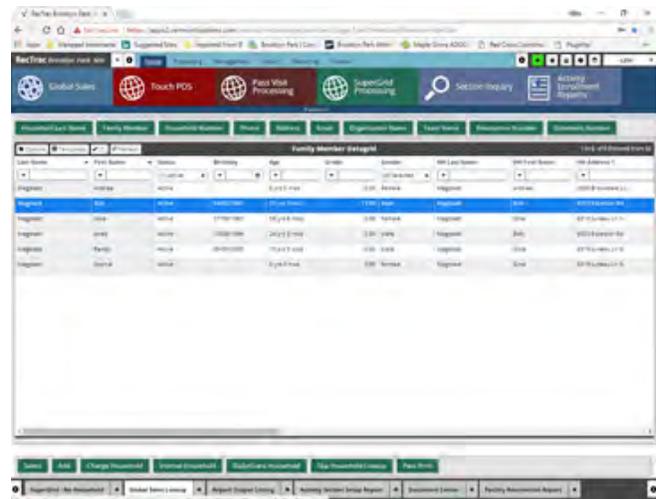
“ Effective and engaging government recognized as a leader.

Goal #6C

“ City information is clear, accessible and delivered in ways that meet the community's needs.

Rec Trac Migration

In 2018, the Recreation and Parks Department migrated to a cloud based program registration system. The new system ensures PCI compliance and saves both the IT Department and Recreation and Parks Department money (hardware, etc.) and staff time for updates.



At the end of October our department migrated from Rec Trac 10.3 a GUI interface (screen shot above)...

...to RecTrac 3.1 which is web browser based (screen shot above).

RECREATION SERVICES

Age Friendly Initiatives

Goal #2B

“Quality recreation and park amenities inspire activity for all ages and interests.”

In 2018, the City of Brooklyn Park dug deeper than it had before into learning about needs and opportunities related to its older residents. More than 20 percent of the City's population was 55 or older in 2016, up from 12.5 percent in 2000. The health and well-being of older adults also emerged as a priority through Brooklyn Park 2025, a 2016 community planning process, reinforcing the work's importance for the community.

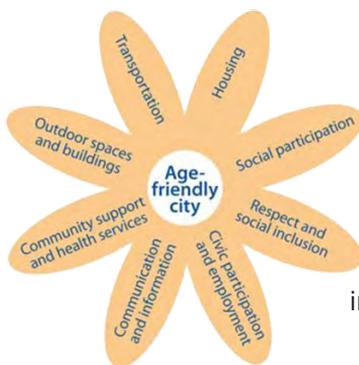
In an age-friendly community, policies, services and structures related to the physical and social environment are designed to support and enable older people to “age actively”: to live in security, enjoy good health and continue to participate fully in society.

Age-Friendly Brooklyn Park looked outward to the community and inward to City department operational practices to uncover baseline age-friendliness on both fronts.

This effort also captured voices from Brooklyn Park's older low-income residents, residents of color, and immigrants and refugees, whose input had not been specifically sought by local government before. It answered questions such as:

- What is working well; where does more need to be done?
- What is important to residents?
- Where do City staff see opportunities to be more systematically inclusive?

This community-wide approach will ensure that older adults remain engaged and independent as long as possible. The City will use this report to determine how to move forward, integrating the concerns of older residents into all aspects of government.

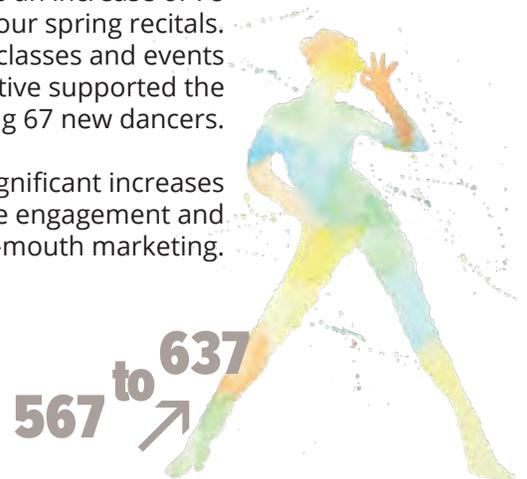


Dance Participation

Brooklyn Park dance staff developed an engagement and marketing strategy to retain current dancers and increase enrollment of new dancers. The strategy included print materials, apparel sales, new events and a social media plan to drive participant engagement online.

In the 2017–2018 school-year dance session, there was an increase of 78 new dancers enrolled and the program sold out all four spring recitals. In the summer of 2018, staff developed new one-time classes and events to enhance existing introductory classes. This initiative supported the increase in enrollment by registering 67 new dancers.

The 2018–2019 school-year session is seeing significant increases in enrollment and attribute this increase to the engagement and marketing efforts plan and word-of-mouth marketing.



YOUTH SERVICES

Youth Outreach Team

Youth Services launched the Brooklyn Park Youth Outreach Team in partnership with the Brooklyn Park Police Department connecting youth from the Huntington Place Apartments to services at Zanewood Recreation Center. In 6 months, hundreds of youth and families were connected and engaged to Zanewood programs and the team enhanced a climate of safety and well-being in the apartment community.

Goal #5

“Partnerships that increase racial and economic equity empower neighborhoods and residents to prosper.”

Youth in Government Day

In April of 2018, more than 20 young people applied and attended the Brooklyn Park *Youth in City Government Day*. Included was a citywide tour of city buildings, dinner and focused conversation with City Council, Mayor and Department Directors. They also participated in a City Council meeting alongside the Council Members. This event was a great success of young people being engaged in the civic infrastructure of their city (City Hall, Police, Fire, O&M, Water Plant and Community Activity Center).



Cities United/My Brother's Keeper

Cities United is a national network of mayors who are committed to developing and implementing plans for working in partnership with community leaders, families, youth, philanthropy, government officials and other stakeholders to reduce the occurrence of violence among African American men and boys. The organization is a collective of more than 80 mayors, including our own Mayor Jeffrey Lunde, who are on a mission to stop the unprecedented and devastating loss of lives in cities throughout America. They are committed to ensuring that hope is restored to their communities and providing pathways to justice, employment, education and increased opportunities for residents.

In 2018 Cities United...

- Became a recognized partner in the My Brother's Keeper Alliance Network
- Hosted the 3rd Annual Cities United Black History Month
- Designed and implemented the Inaugural Cities United Regional Convening
- Completed the Youth Tobacco Project
- Developed a Roadmap Steering Committee for Cities United which will lead to a comprehensive public safety plan and will be presented at the 2019 Conference



SPECIAL SERVICES

Youth Scholarship Fund

Brooklyn Park recreation programs are open to everyone.

We do not deny a child's participation in a city recreation program solely because of a financial barrier. This fund ensures more youth can participate in community programs, allows equal access to all families, and assists all who may not afford the full registration cost. Scholarships provide a financial benefit for youth and families by reducing recreation program fees up to 50 percent, 75 percent or 100 percent (limit of \$400 per child per year).

Goal #6A

“The City provides quality services at a reasonable cost.”



2016

8,240
Program Participants

276
Scholarships

\$46,442
Scholarship amount

2017

12,023
Program Participants

280
Scholarships

\$43,983
Scholarship amount

2018

11,628
Program Participants

376
Scholarships

\$32,707
Scholarships awarded*

*Summer Camp and Brooklyn Park Nature Preschool programs used a sliding scale for program fees. These programs did not use scholarship dollars in 2018.

Goal #1C

“Our activities, events and services are inclusive, multicultural and accessible.”

In 2016, **73** kids needed **5,184** hours of inclusion/caregiver time

In 2017, **54** kids needed **5,002** hours of inclusion/caregiver time

In 2018, **77** kids needed **8,302** hours of inclusion/caregiver time

Inclusion Services

More and more community youth and older adults need accommodations. Currently, the Department does not have the staff resources to effectively respond to this increased need and remain in compliance with the Americans with Disabilities Act. Therefore, the 2019 Recreation and Parks Department budget will include a new Inclusion Specialist position to address increased inclusion requests across the Department and City.

In 2018, there were **77** kids with mental illness, intellectual or cognitive disabilities requiring inclusion support that participated in **169** programs for **8,302** hours.

There were **15** kids with life-threatening allergies or Type I diabetes requiring additional support from staff or program modifications in order to participate in programs.

[We also have several older adults participating in social groups, trips and fitness classes that could benefit from additional support in the future.]

MARKETING COMMUNICATIONS

Park Bond Campaign

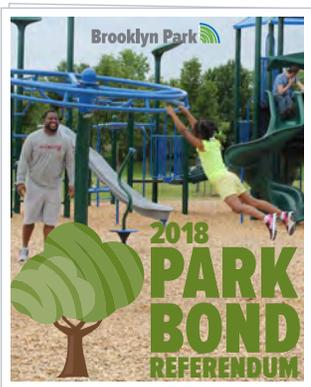
A successful Communication Plan was developed and included:

- A Park Bond Referendum logo
- Informational brochures and distribution plan
- Posters on sandwich boards with brochures placed throughout City facilities
- Community engagement meetings
- Tabling at City events
- Promotional video campaign on Facebook and local cable channel CCX Media
- Social Media messaging and paid advertisements
- Staff toolkit designed for community engagement with talking points



Goal #6C

“ City information is clear, accessible and delivered in ways that meet the community's needs.



Promotional Video Plans

In 2018, the Communications Team wrote scripts for and produced promotional videos for the following:

- Park Bond campaign
- Historic Eidem Farm
- Edinburgh USA
- Brooklyn Park Dance programs



Goal #1B

“ Brooklyn Park is unified with a strong positive identity and image.

Although all videos have not been published and therefore statistics are not available, the Park Bond public service announcement reached 6.5K viewers and had more than 50 shares on the City's Facebook page alone.

SPECIAL EVENTS

Spring Resource Fair

In April, a senior spring resource fair called "Dynamic Aging" was held at the Community Activity Center. Although this event has been held at the CAC for many years, this was the first time the City fully sponsored the event without coordination from the Northwest Hennepin Human Services Council (no longer in existence). More than 50 vendors and 400 adults attended.



Goal #4C

“ Aging adults have services and amenities to thrive and age in place.

Tater Daze Relocation

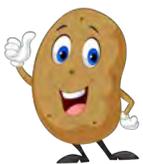
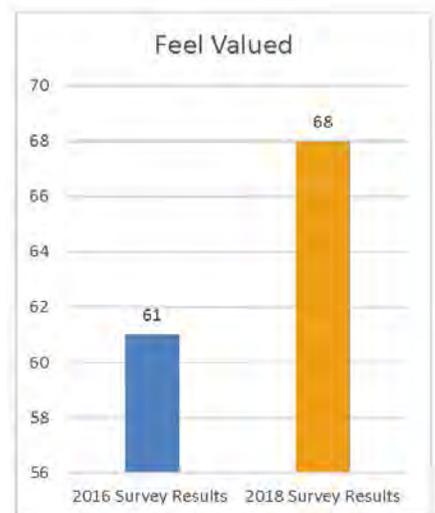
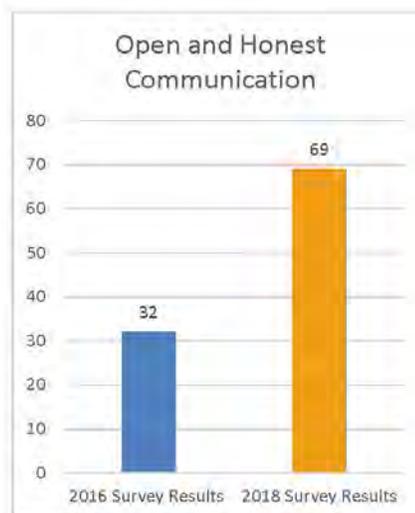
The Tater Daze planning committee and the City of Brooklyn Park successfully moved the Tater Daze festival from Noble Sports Park to the Community Activity Center in 2018.

The festival was held June 14–16. The parade was held on Thursday evening followed by other events on Friday and Saturday. The Spud Run was held at its previous location, the North Fire Station near Noble Sports Park.

Work Culture

Employee Survey Results

In an effort to improve the culture in the workplace, a survey was conducted in 2016 and 2018. Over the last two years, the Recreation and Parks Department has focused on improving our internal communications.



Why did Tater Daze move?

- ✓ Safety
- ✓ Accessibility
- ✓ New programs

Goal #6E

“ The City is well-managed and recognized as a great place to work.



Brooklyn Park Recreation & Parks



Brooklyn Park Recreation and Parks

5600 85th Avenue N • Brooklyn Park, MN 55443

763-493-8333 | www.brooklynpark.org

City of Brooklyn Park Request for Council Action

Agenda Item:	3B.5	Meeting Date:	February 11, 2019
Agenda Section:	Public Presentations/ Proclamations/Receipt of General Communications	Originating Department:	Administration
Resolution:	N/A	Prepared By:	Jesse Struve, City Engineer
Ordinance:	N/A		
Attachments:	2	Presented By:	Kathy Fraser, CLIC Chair
Item:	Community Long-range Improvement Commission Annual Report		

City Manager's Proposed Action:

No action is required.

Overview:

Chair Kathy Fraser will give a verbal report on the activities of the Community Long-range Improvement Commission (CLIC) for the last 12 months and CLIC's 2019 workplan.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments:

- 3B.5A 2019 CLIC WORKPLAN
- 3B.5B 2019 ANNUAL REPORT TO COUNCIL

Workplan | Community Long-Range Improvement Commission

Mar. 2019 - Feb. 2020

Time frame	Project or Task(s)	BP2025	Purpose (see next page for info)	Outcome (fill in after completed)
Late 2020	Age Friendly City <ul style="list-style-type: none"> Dementia friendly 	<input checked="" type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 4 <input checked="" type="checkbox"/> 5 <input checked="" type="checkbox"/> 6	<input checked="" type="checkbox"/> Report/Comment <input checked="" type="checkbox"/> Recommend <input checked="" type="checkbox"/> Act Initiated by: <input checked="" type="checkbox"/> Commission <input type="checkbox"/> Council <input type="checkbox"/> City Manager	<ul style="list-style-type: none"> Formation of Advisory Group to work with staff Keep this in front of the Council Have a designated employee to lead projects. Designate Brooklyn Park as an Age Friendly City Review Park System Plan and if any of the age friendly city items are being incorporated. Review Linda Morkin Final Report
Late-2019	Communications	<input checked="" type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 4 <input checked="" type="checkbox"/> 5 <input checked="" type="checkbox"/> 6	<input checked="" type="checkbox"/> Report/Comment <input checked="" type="checkbox"/> Recommend <input checked="" type="checkbox"/> Act Initiated by: <input checked="" type="checkbox"/> Commission <input type="checkbox"/> Council <input type="checkbox"/> City Manager	<ul style="list-style-type: none"> Review and comment on website redesign. Review, comment, and provide a recommendation on how communication is used and presented internally / externally. Discuss the design and branding presented for future water towers. Work with Communications Coordinator and Community Engagement Team.
Mid-2019	Housing Continuum Outlook	<input checked="" type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 4 <input checked="" type="checkbox"/> 5 <input checked="" type="checkbox"/> 6	<input checked="" type="checkbox"/> Report/Comment <input checked="" type="checkbox"/> Recommend <input checked="" type="checkbox"/> Act Initiated by: <input checked="" type="checkbox"/> Commission <input type="checkbox"/> Council <input type="checkbox"/> City Manager	<ul style="list-style-type: none"> Monitor City's policy on housing. Collaborate and Support the HRC in their Housing efforts. Continue to explore long term housing for life transitions. Engage other commissions as needed.
ongoing	Redevelopment / Development	<input checked="" type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 4 <input checked="" type="checkbox"/> 5 <input checked="" type="checkbox"/> 6	<input checked="" type="checkbox"/> Report/Comment <input checked="" type="checkbox"/> Recommend <input checked="" type="checkbox"/> Act Initiated by: <input checked="" type="checkbox"/> Commission <input type="checkbox"/> Council <input type="checkbox"/> City Manager	<ul style="list-style-type: none"> Monitor 252 Reconstruction. Look at long term effects of light rail, gentrification, effects on rent levels, and connection to the system (east – west mobility). Village Creek and redevelopment of the area
2019-2020	Future Planning	<input checked="" type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 4 <input checked="" type="checkbox"/> 5 <input checked="" type="checkbox"/> 6	<input checked="" type="checkbox"/> Report/Comment <input checked="" type="checkbox"/> Recommend <input type="checkbox"/> Act Initiated by: <input checked="" type="checkbox"/> Commission <input type="checkbox"/> Council <input type="checkbox"/> City Manager	<ul style="list-style-type: none"> Review and comment on the 2040 Comprehensive Plan. Review and comment on CIP / CEP Keep updated with progress of BP 2025. Review and comment on Park System Plan. Facility Naming and Memorial Donation Policy. 2019 CLIC work plan. 5yr Review of Resilient Communities Project.

Workplan | Community Long-Range Improvement Commission

Mar. 2019 - Feb. 2020

1. United Community 2. Beautiful Places 3. Thriving Economy 4. Healthy & Safe People 5. Increased Equity 6. Effective & Engaging Gov't

Workplan Projects: What's the purpose?

Commissions can either initiate a project themselves OR be asked by the Council or City Manager to do one of the following:

Report/Comment

- Commission studies a specific issue or topic and **reports its findings or comments to the Council**, either in writing or in a Council meeting.
- Commission does not vote.
- No direct action is taken.

Example: Charter Commissioner provided a memo on the topic of Council Members being employed by the City part-time, at the Council's request.

Recommend

- Commission reviews a specific policy issue and **makes a formal recommendation** to City Council on what action to take.
- A recommendation requires a majority of the Commissioners' support.
- Individual member comments are not included.

Examples: Planning Commission recommends approval on land use actions; RPAC made a recommendation on amplified sound policy.

Act

- Commission **initiates or takes on a project**, approved by Council through their workplan.

Example: HRC partnered with a community organization on an event; City Manager requests that HRC coordinate the "All Are Welcome" sign contest.

Workplan | Community Long-Range Improvement

Brooklyn Park 2025 Community Goals

**Working together to make Brooklyn Park a thriving community
inspiring pride where opportunities exist for all.**

We asked and you answered! Our community wants to accomplish these goals by the year 2025:

Unified Community

A united and welcoming community, strengthened by our diversity.

- We have connected neighbors who understand and celebrate our unique cultures.
- Brooklyn Park is unified with a strong positive identity and image.
- Our community's activities, events and services are inclusive, multi-cultural, and accessible.
- We have places and spaces for diverse communities to gather.
- Residents of every age contribute to our community.

Beautiful Places

Beautiful spaces and quality infrastructure make Brooklyn Park a unique destination.

- Modern transportation options (drive, ride, walk, bike) connect people to education, jobs, and recreation.
- Quality recreation and park amenities inspire activity for all ages and interests.
- Our rich diversity is showcased through our vibrant music, art, food, entertainment, and cultural scene.
- Attractive key corridors, corners, and city centers create destinations that meet community needs.
- Neighborhoods are well-maintained with quality housing for all ages and incomes integrated throughout the community.

Thriving Economy

A balanced economic environment that empowers businesses and people to thrive.

- People of all ages and backgrounds enjoy financial stability.
- Residents and visitors support an abundance of retail stores, restaurants, and entertainment venues.
- Our business environment inspires private investment and job growth.
- Business and organizations of all types, sizes and specialties start, stay and grow here.
- We are a leader in environmental sustainability, benefiting our economy and community.

Healthy and Safe People

People of all ages have what they need to feel healthy and safe.

- Neighborhoods are empowered and supported by strengthened positive relationships with police.
- Youth are engaged in positive and quality experiences.
- Aging adults have services and amenities to thrive and age in place.
- Everyone has access to quality healthy food options.
- People have access to quality medical and emergency care.

Increased Equity

Partnerships that increase racial and economic equity empower residents and neighborhoods to prosper.

- Each resident has access to the training and support needed to get and keep a living wage job.
- Each student graduates high school with a pathway to college or career.
- Aging neighborhoods and commercial centers are revitalized through continuous investment.
- The community provides necessary supports and services for community members to overcome life challenges such as hunger, mental illness, and homelessness.

Effective, Engaging Government

Effective and engaging government recognized as a leader.

- The City provides quality services at a reasonable cost.
- Elected officials, commissions, and City staff reflect the diversity of the community and are culturally competent.
- City information is clear, accessible, and delivered in ways that meet the community's needs.
- City laws are understandable, equitably enforced, and relevant to the community.
- The City is well-managed and recognized as a great place to work.

ANNUAL REPORT TO COUNCIL

2018 - 2019

Presented by Kathy Fraser, Chair and Kaade Wallace, Vice Chair

CLIC 2018-2019 ANNUAL REPORT TO COUNCIL

CLIC 2018-2019 OVERVIEW

1. Reporting period: April 2018 – February 2019 (Last report July 2017 – March 2018)
2. Fifteen Commissioners, 1 Council Member, 1 Staff Liaison, 0 Youth Members
3. 10/10 monthly meetings – 10 quorums – average attendance = 9
4. Name change: Community Long-Range Improvement Commission (CLIC)

CLIC 2019-2018 AREAS OF FOCUS

1. UMN-TC Resilient Communities Project (RCP) – 1 Year Review
2. BLRT – Blue Line Extension - Ongoing Updates/Review/Comment
3. TH 252 Project – Ongoing Updates/Review/Comment
4. Redevelopment/Development – Ongoing Updates/Review/Comment
5. Infrastructure/Road Reconstruction – Ongoing Updates/Review/Comment
6. Age Friendly Brooklyn Park Initiative – Implementation Updates
7. Brooklyn Park 2025 – Implementation Updates
8. Brooklyn Park Branding - Ongoing Updates/Review/Comment
9. Brooklyn Park 2018-2022 Capital Improvement Plan (CIP) - Review/Comment
10. Brooklyn Park 2018-2022 Capital Equipment Plan (CEP) - Review/Comment
11. Communications Planning
 - a. Internal to Employees and Departments – Ongoing Review/Comment
 - b. External to Residents – Ongoing Review/Comment
 - c. Social Media – Ongoing Review/Comment
 - d. Website Redesign – Ongoing Review/Comment
12. Comprehensive Plan 2040 – Review/Comment
13. Recreation and Parks Park System Plan - Review/Comment
14. Water Tower Design Options– Review/Comment
15. Transit-Oriented Development (TOD) Zoning- Review/Comment
16. Mixed-Income Housing Policy

CLIC 2018-2019 ACTIONABLE ITEMS

1. Facility Naming Policy and Memorial Donation Policy (no activity)
2. Membership Removal Recommendations (0), Resignations (2)
3. 2018-2022 CIP-CEP Recommendation Approvals
4. 2019 – 2020 Work Plan completed
5. 2019 Elections: Kathy Fraser (Chair), Kaade Wallace (Vice Chair), Cory Funk (Secretary)

CLIC 2018-2019 ANNUAL REPORT TO COUNCIL

CLIC 2019-2020 WORK PLAN (SEE ATTACHMENT)

1. Age Friendly City - Review/Comment/Recommend/Act
2. Communications/Branding – Ongoing Review/Comment/Recommend/Act
 - Internal to Employees
 - External to Residents
 - Social Media
 - Website Redesign
 - Future Water Tower
3. Housing Continuum Outlook - Ongoing Review/Comment/Recommend
 - Collaborate with Human Rights Commission (HRC)
4. Redevelopment/Development– Ongoing Updates/Review/Comment/Recommend
 - BLRT – Blue Line Extension
 - 610 and Village Creek
 - 252 Reconstruction
5. Future Planning - Ongoing Review/Comment/Recommend
 - 2040 Comprehensive Plan.
 - Capital Improvement Plan (CIP)/ Capital Equipment Plan (CEP)
 - Brooklyn Park 2025 – BIG 11 Implementation Updates
 - Facility Naming and Memorial Donation Policy (as required)
 - UMN-TC Resilient Communities Project (RCP) Review
 - Commission Work Plan 2020 Planning
 - Facility Naming Policy and Memorial Donation Policy (as required)

COMMISSION INFORMATION

COMMUNITY LONG-RANGE IMPROVEMENT COMMISSION (CLIC)

City of Brooklyn Park
5200 85th Avenue North

CLIC 2018-2019 ANNUAL REPORT TO COUNCIL

Brooklyn Park, MN 55443

763-424-8000

<http://www.brooklynpark.org/commissions/community-long-range-improvement/>

Community Long-range Improvement Commission (CLIC) members study long-term trends and makes recommendations to the City Council on improvements to Brooklyn Park's future. CLIC is the only commission specifically mentioned in the City Charter (9.04).

Issues range from promoting business development, making transit connections, using of social media and mobile technology and partnering with groups in the community. The Community Long-range Improvement Commission also reviews the City's infrastructure planning (streets, sewers, and public buildings) where public funds will be involved.

The Community Long-range Improvement Commission studies city departments, initiatives and processes to see if anything can be improved. This commission works with all the departments.

- Make recommendations to the City Council if there are improvements that should be made to better meet the needs of the community
- When improvements are brought to the table, help the City Council determine which improvements are done first

KATHY FRASER
CHAIR

KADE WALLACE
VICE CHAIR

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STAFF LIAISON

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City of Brooklyn Park Request for Council Action

Agenda Item:	3B.6	Meeting Date:	February 11, 2019
Agenda Section:	Public Presentations/ Proclamations/Receipt of General Communications	Originating Department:	Recreation and Parks
Resolution:	N/A	Prepared By:	Pam McBride, Youth Services Manager, and Antonio Smith, Youth Services Liaison
Ordinance:	N/A		
Attachments:	2	Presented By:	Antonio Smith
Item:	Mayor's Proclamation for Cities United Black History Month		

City Manager's Proposed Action:

The Mayor shall proclaim February 2019 as Cities United Black History Month in the City of Brooklyn Park by one of the following:

1. I, Jeffrey Lunde, Mayor of the City of Brooklyn Park, Minnesota, do hereby proclaim February 2019 as Cities United Black History Month in the City of Brooklyn Park

OR

2. By reading the proclamation.

Overview:

In the United States, the month of February is observed as Black History Month or National African American History Month, and we use the month to remember the important contributions and achievements of African Americans throughout our nation's history. The celebration can be felt nationally and worldwide as many organizations, cities, states and countries host events that educate on the rich culture, and memorable figures of African American history.

Primary Issues/Alternatives to Consider:

The City of Brooklyn Park hosted its 4th Annual Cities United Black History Month Event on Friday, February 8, 2019, at the North Hennepin Community College in partnership with the Minnesota Chapter of the National Forum for Black Public Administrators. The event was planned and implemented by young people from the Brooklyn Park Cities United Sound-Off Station participants and the Roadmap Academy Community Innovation Team, which is comprised of local high school students and My Brother's Keeper Brooklyn Park. The event featured break-out sessions, live performances by local artists, and networking opportunities with elected and appointed officials of color.

Budgetary/Fiscal Issues:

This event is supported through Youth Services general fund budget and community contributions.

Attachments:

3B.6A PROCLAMATION
3B.6B FLYER

4th Annual Cities United Black History Month Event

PROCLAMATION

DECLARING FEBRUARY 2019 AS “CITIES UNITED BLACK HISTORY MONTH” IN THE CITY OF BROOKLYN PARK, MINNESOTA

WHEREAS, in the United States, the month of February is observed as Black History Month and we use the month to remember the important contributions and achievements of African Americans throughout our nation’s history; and

WHEREAS, the City of Brooklyn Park hosted the 4th Annual Cities United Black History Month Event on Friday, February 8, 2019, at the North Hennepin Community College; and

WHEREAS, the City of Brooklyn Park, is committed to support the Cities United national network of mayors focused on making sure all our children grow up in communities that are safe, healthy and hopeful; and

WHEREAS, Cities United Mayors are committed to restoring hope to our community and building pathways to justice, employment, education, and increased opportunities for residents; and

WHEREAS, young people, volunteers, educational institutions, community-based organizations, businesses and other stakeholders are collaborating for the 4th Annual Cities United Black History Month Event to cultivate environments that young people can enjoy, talk to caring adults and mentors, or think beyond the day-to-day about their dreams and aspirations.

NOW, THEREFORE, I, Jeffrey Lunde, Mayor of the City of Brooklyn Park, Minnesota, do hereby proclaim February 2019 as Cities United Black History Month.

Jeffrey Joneal Lunde, Mayor



5200 85th Avenue North
Brooklyn Park, MN 55443

4th annual Cities United Black History Month Event

In partnership with the Minnesota Chapter of the National Forum for Black Public Administrators



FRIDAY
FEBRUARY
8
9 AM – 1 PM

**North Hennepin Community College
Center for Business & Technology
7411 85th Avenue N
Brooklyn Park, MN 55445**

**Antonio Smith, MPA
Youth Services Liaison
City Lead, Citites United & MBK
763-498-1799 (call or text)
antonio.smith@brooklynpark.org**

**Sign up at [Eventbrite.com](https://www.eventbrite.com)
and search for NFBPA or Cities United**

Uniting leaders for change!

The 4th Annual Cities United Black History Month Event is planned and implemented by young people from the Brooklyn Park Cities United Sound Off Stations and the Roadmap Academy Community Innovation Team, which is comprised of local high school students and My Brother's Keeper Brooklyn Park.

Featuring

- Free lunch and Cities United Black History Month Event T-shirt
- Live performances by local artists
- Enhanced networking session with elected and appointed officials of color
- Special tribute to elected and appointed officials of color
- Announcement of "2019 NFBPA MN Distinguished Service Award" recipient

Learn about

- Breakout sessions led by OALC, SAGE Academy and Fridley High School students
- A barber shop conversation on the topic of uniting leaders for change
- A breakout session "Connecting Cultures Through Diversity" led by Fridley High School students
- Various ways youth can become community leaders, led by the Minnesota Chapter of the National Forum for Black Public Administrators (NFBPA)



City of Brooklyn Park Request for Council Action

Agenda Item:	4.1	Meeting Date:	February 11, 2019
Agenda Section:	Consent	Originating Department:	Rental and Business Licensing Division
Resolution:	N/A	Prepared By:	Megan Bookey, Program Assistant III
Ordinance:	N/A		
Attachments:	N/A	Presented By:	Keith Jullie, Rental and Business Licensing Manager
Item:	Approve an On-Sale 3.2 Percent Malt Liquor License for Linh Huynh Food Inc, Doing Business As Kim Anh Restaurant Located at 8586 Edinburgh Center Drive North		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO APPROVE AN ON-SALE 3.2 PERCENT MALT LIQUOR LICENSE FOR LINH HUYNH FOOD INC, DOING BUSINESS AS KIM ANH RESTAURANT LOCATED AT 8586 EDINBURGH CENTER DRIVE NORTH.

Overview:

This is a new On-Sale 3.2 Percent Malt Liquor License for Linh Huynh Food Inc, doing business as Kim Anh Restaurant located at 8586 Edinburgh Center Drive North. The Fire Department's last inspection was on October 25, 2017. The Police Department has completed their investigation of the owner.

This license, in conjunction with its On-Sale Wine License, will allow the business to sell strong beer (up to 14% alcohol). The On-Sale Wine License is scheduled for a public hearing and City Council consideration on February 11, 2019.

The Community Development Department, Fire Department and Police Department find no reason that would preclude the issuance of this license. Their reports are on file in the Business and Rental Licensing Division and are available upon request.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments: N/A

City of Brooklyn Park Request for Council Action

Agenda Item:	4.2	Meeting Date:	February 11, 2019
Agenda Section:	Consent	Originating Department:	Community Development
Resolution:	N/A	Prepared By:	Jason Newby, Code Enforcement and Public Health Manager
Ordinance:	FIRST READING		
Attachments:	1	Presented By:	Jason Newby
Item:	FIRST READING of an Ordinance Amending Chapter 114 Food Establishments		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT ON FIRST READING AN ORDINANCE AMENDING CHAPTER 114 OF THE BROOKLYN PARK CITY CODE RELATING TO THE LICENSING AND REGULATION OF FOOD ESTABLISHMENTS.

Overview:

The following amendments are being proposed to update existing code language to reflect the recent changes to the Minnesota Food Code references and establish standards necessary to promote the health and safety of residents, workers, and visitors in our community. The amendments will help clarify the codes used to regulate these licensed facilities and comply with delegation agreement requirements.

Primary Issues/Alternatives to Consider:

Approve the proposed amendments.
Amend and approve the proposed amendments.
Deny the proposed amendments.

Budgetary/Fiscal Issues: N/A

Attachments:

4.2A ORDINANCE

ORDINANCE #2019-

ORDINANCE AMENDING CHAPTER 114 OF THE BROOKLYN PARK CITY CODE
RELATING TO THE LICENSING AND REGULATION OF
FOOD ESTABLISHMENTS

Underlined text is proposed to be added
~~Text with strikeout is proposed for deletion~~

The City of Brooklyn Park Does Ordain:

Section 1: Section 114.01 of the Brooklyn Park City Code is amended to read as follows:

114.01 FINDINGS AND PURPOSE.

- A. Purpose. This chapter is enacted to establish standards for the regulation of food establishments to protect the health, safety and general welfare of the people of the city pursuant to powers granted under M.S. Chapters 28A and 145A, and subsequent recodifications and/or amendments as may be adopted from time to time.
- B. Objectives. The general objectives of this chapter are as follows:
- 1) To prevent foodborne illness.
 - 2) To correct and prevent conditions that may adversely affect persons utilizing food establishments.
 - 3) To provide standards for the design, construction, operation, and maintenance of food establishments.
 - 4) To meet consumer expectations of the safety of food establishments.
- C. Scope. This chapter is applicable to all food establishments where food, meals, snacks, beverages, or ingredients thereof are stored, prepared, or sold for consumption on or off the premises. Food establishments include, but are not limited to restaurants, boarding houses, drive-ins, bars, taverns, brew pubs, cafeterias, delicatessens, snack bars, grocery stores, retail bakeries, micro markets, convenience stores, meat markets, caterers, cafes, clubs, lodges, commissaries, lodging facilities, resorts, public and private schools, public buildings, group day care facilities, concession stands, satellite or catered feeding locations, catering food vehicles, food delivery services, ~~food vehicles~~ mobile food units, itinerant and other temporary food events, vending machines, food or beverage carts, and similar business and establishments.

Section 2: Chapter 114.02 of the Brooklyn Park City Code is amended by adding the following Sections:

114.02 ADOPTION OF STATE AND COUNTY REGULATIONS.

~~The provisions in M.S. Chapter 157, except § 157.16, and in Minn. Rules 4626.0010 – 4626.2025 and all subsequent recodifications and amendments, and the Hennepin County Food Protection Ordinance No. 3 §§ 5 – 8 are is adopted by reference and incorporated into the city code in full, except as otherwise modified in this chapter.~~

For the purpose of prescribing regulations governing food establishments, the following rules and statutes and subsequent recodifications and/or amendments and other applicable legislation, as may be adopted from time to time.

- a) M.S. Chapters 157, 17.04, 29.21, 29.23, 29.235, 29.236, 29.237, 29.24, 29.25, 29.26, 29.27, and 30.49, applicable sections of Minnesota Statutes, Chapters 28A, 31, and 34A,
- b) Minnesota Rules Chapter 4626, except 4626.0033 subparts G through O, 4626.1720B, and 4626.1760

- c) Hennepin County Food Protection Ordinance No. 3 is adopted by reference and incorporated into the city code in full, except as otherwise modified in this chapter.
- d) Applicable sections of Minnesota Rules parts 1520, 1545, 1550, and 1556.

Section 3: Section 114.04 of the Brooklyn Park City Code is amended to read as follows:

114.04 LICENSE ADMINISTRATION.

- A. License required. It is unlawful to operate a food establishment within the city or engage in any enterprises described herein, unless a license has been obtained. Each license must be obtained in accordance with the requirements of the city code.
- B. General licensing. The application for such licenses must be made on forms furnished by the city and must describe the general nature of the business, the location, and any other information deemed necessary by the city.
- C. License expiration. Licenses issued pursuant to this chapter commence and expire on the dates indicated on the license certificate. With the exception of the itinerant food establishment licenses, all food establishment licenses will be issued for the applicable license year. Itinerant food establishment licenses will be issued for the specific days that the itinerant food establishment is in operation.
- D. Transfer and display of license. Only a person who complies with the requirements of this chapter is entitled to receive a license. A license is not transferable as to person or place. A valid license must be located onsite and posted so that it is clearly visible to the public. ~~available to the public upon request.~~

Section 4: Section 114.09 of the Brooklyn Park City Code is amended to read as follows:

114.09 STANDARDS FOR HEALTH, SAFETY AND NUISANCE PREVENTION.

- A. The food establishment licensee must receive approval from the Health Authority prior to implementing the provisions in Minn. Rules 4626.0040 et seq. The city specifically adopts the following additional standards for health and safety to Minnesota Rules Chapter 4626 for food service establishments excluding retail food establishments delegated by the State Department of Agriculture.
- B. A hand washing lavatory must be equipped to provide water to the user at a temperature of at least 43 C. (110 F.), but not more than 54 C. (130 F.) in a food establishment and not more than 48 C. (120 F.) in a sink that is used by children, such as a school, day care or preschool, through a ~~missing~~ mixing valve or combination faucet.
- C. Materials for indoor floor, wall, and ceiling surfaces under conditions of normal use must be non-absorbent and resistant to the wear and abuse to which they are subjected. Materials such as, but not limited to, quarry tile, ceramic tile, or terrazzo are approved for floor surfaces in food preparation areas, walk-in refrigerators, walk-in freezers, warewashing areas, toilet rooms, mobile food establishment servicing areas, handwash areas, janitorial areas, laundry areas, interior garbage and refuse storage rooms, wait stations, kitchens, bars, areas subject to flushing or spray cleaning methods, and other areas subject to moisture.
- D. A supply of toilet tissue in a mounted dispenser must be available at each toilet.
- E. The plans and specifications for a food establishment must include the proposed layout to scale, mechanical schematics, construction materials, and finish schedules.

City of Brooklyn Park Request for Council Action

Agenda Item:	5.1	Meeting Date:	February 11, 2019
Agenda Section:	Public Hearings	Originating Department:	Rental and Business Licensing Division
Resolution:	N/A	Prepared By:	Megan Bookey, Program Assistant III
Ordinance:	N/A		
Attachments:	N/A	Presented By:	Keith Jullie, Rental and Business Licensing Manager
Item:	Approve an On-Sale Wine License for Linh Huynh Food Inc. Doing Business As Kim Anh Restaurant Located at 8586 Edinburgh Center Dr N.		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO APPROVE AN ON-SALE WINE LICENSE FOR LINH HUYNH FOOD INC. DOING BUSINESS AS KIM ANH RESTAURANT LOCATED AT 8586 EDINBURGH CENTER DR N.

Overview:

This is a new On-Sale Wine License for Linh Huynh Food Inc. Doing Business As Kim Anh Restaurant located at 8586 Edinburgh Center Dr N.

The Community Development Department approved the application on December 18, 2018. The Fire Department's last inspection was on October 25, 2017. The Police Department has completed their investigation of the new owner.

The Community Development Department, Fire Department and Police Department find no reason that would preclude the issuance of this license. Their reports are on file in the Business and Rental Licensing Division and are available upon request.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments: N/A

City of Brooklyn Park Request for Council Action

Agenda Item:	5.2	Meeting Date:	February 11, 2019
Agenda Section:	Public Hearings	Originating Department:	Community Development
Resolution:	N/A	Prepared By:	John Kinara, Housing and Economic Development Specialist
Ordinance:	N/A		
Attachments:	6	Presented By:	Breanne Rothstein, Economic Development and Housing Director
Item:	Public Hearing for Preliminary Allocation of Fiscal Year (FY) 2019 Community Development Block Grant (CDBG) Program Funds and Appointment of Representative to CDBG Public /Human Services Selection Committee		

City Manager's Proposed Action:

MOTION _____, SECOND _____, APPROVING PRELIMINARY ALLOCATION OF FISCAL YEAR 2019 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM FUNDS AND APPOINTING BREANNE ROTHSTEIN TO REPRESENT BROOKLYN PARK ON THE HENNEPIN COUNTY CDBG PUBLIC/HUMAN SERVICES SELECTION COMMITTEE.

Overview:

The City of Brooklyn Park is part of the Urban Hennepin County Community Development Block Grant (CDBG) Program. CDBG is a population and needs based federal grant program from the US Department of Housing and Urban Development (HUD). The City's relationship with Hennepin County allows the County to administer the grants and ensure federal compliance through a Joint Cooperation Agreement (JCA) adopted between the County and the City, which is renewed every three (3) years.

The City Council sets the use of CDBG funds in two steps, a public hearing and preliminary approval and final approval in late February for the upcoming program year. HUD requires a public hearing for the purpose of soliciting comments from the community on the proposed use of these funds. The proposed total FY2019 CDBG allocation for Brooklyn Park is \$464,000. FY 2019 runs from July 1, 2019 to June 30, 2020. Staff anticipates having \$394,400 available for locally directed programming, proposed to be allocated as outlined in Table 1.

In accordance with HUD requirements, 15-percent of the funds or an estimated \$69,600 will be directed to public/human service activities. Hennepin County CDBG selection committee will allocate the public/human service activity for all communities within the Urban Hennepin County JCA. The City can appoint a representative to this selection committee. Last year, the Economic Development and Housing Director served in this role.

On February 25, staff will request the Council to pass a final resolution allocating CDBG funds to other program activities. By doing so, the City will meet its reporting deadline to the County.

Table 1: FY2019 CDBG Funds Available

Program Funds	Estimated FY2019 CDBG Allocation
Available FY2019 CDBG Allocation	\$464,000
15-percent set aside for public/human services (Maximum)	\$69,600
Total amount available for City directed programming	\$394,400

Primary Issues/Alternatives to Consider for FY2019 CDBG allocation:

- **How is the CDBG amount determined?**

HUD allocates CDBG funds to communities based on a distribution formula. HUD considers a community's population, individuals with incomes at or below the poverty level, and the number of overcrowded housing units to determine grant amounts. Poverty data is a double-weighted factor.

The City's proposed allocation of \$464,000 is an estimate provided by Hennepin County and may change, up or down, per HUD's final announcement around July 1, 2019. A provision in the final resolution will address any major change in funding.

- **How does the City allocate CDBG funds?**

The City has participated in the CDBG program for the past 38 years and historically the City Council has allocated the major portion of the funds for EDA and Council approved housing and redevelopment projects. In addition, the City Council has also supported community public/human service programs through utilization of 15-percent of CDBG funds, the highest percent allowed by HUD for that purpose.

Eligible CDBG projects are those that meet at least one of three national program objectives. The objectives are: activities benefiting low- and moderate-income households; activities preventing or eliminating slums or blight; and/or, projects meeting community development needs with a specific urgency.

- **How are public/ human services funds awarded?**

Funding for public/human service activities is capped at 15-percent of the grant amount. Per the JCA between the City and the County, the County will retain the full 15-percent of the grant for allocation to public/human service activities in the City. A new County-based selection committee will award funds retained for public service activities on a competitive request for proposal basis. The County will invite one representative from each Direct Allocation City under the JCA to participate on the Selection Committee. Staff requests an action by the City Council to appoint this representative. Most cities will appoint staff to this committee, but it is up to the City Council to appoint the representative from Brooklyn Park. In discussions with the City Council in 2018 on the new committee, the Council decided to appoint a senior level staff, or a member of the Council to serve on this committee. Staff recommends Economic Development and Housing Director, Breanne Rothstein, to serve on this committee.

In the FY2018, \$454,905 in public service funds were available under the JCA consortium. Twenty-seven public service agencies requested \$909,482. The average award was \$23,953, with awards ranging from \$5,500 to \$82,100. Among these 27 organizations that applied, 12 were new organizations of which 4 were selected for funding, 6 applicants did not get funded because they were deemed ineligible, 2 others were not funded because they are funded through other Hennepin County sources. A total of 18 organizations were funded. Nine of these organizations serve the residents of Brooklyn Park in different programming activities.

- **How do public/human services organizations know about the available funds?**

On January 7, 2019, Hennepin County issued a Request for Proposals (RFP) for the 15-percent of CDBG directed to public/human service activities. All registered non-profit organizations operating in Brooklyn Park may submit applications for CDBG funds. County staff briefed these organizations about the availability of funds via email communication and encouraged those interested in applying to meet individually with County and City staff before submitting any potential applications. In addition to the County outreach efforts, City staff advertised the availability of funds on the City website and social media, the Sun Post Newspaper by issuing a public notice, contacted applicants via email from last year's RFP cycle, issued a press release and printed marketing flyers that were widely distributed around the City. City staff has spoken with a number of interested non-profits about the details regarding application.

The submission of applications to the County are due on February 21, 2019. The Selection Committee, comprising representatives from all the Direct Allocation Cities under the Joint Cooperation Agreement (JCA), will then meet on March 7, 2019 to review and score all the submitted applications before making funding recommendations to the County Board for the Annual Action Plan approval expected in June 2019.

Funding will be evaluated by the City's appointee based on programs that most benefit the low – moderate income households in Brooklyn Park as well as support the mission of the City of Brooklyn Park: “A Thriving Community Inspiring Pride Where Opportunities Exist for All.” This includes, but is not limited to, programs focused on youth empowerment through job training and education, fair housing initiatives and social justice advocacy among others.

- **What programs could be funded and at what level?**

Staff recommends using the non-public service funds of \$394,400 for the programs described in the later part of this section. These recommendations were informed by staff across departments. HUD encourages communities to spread CDBG funds across multiple programs to support the program's national objective to serve low-to-moderate-income individuals, families and areas. HUD also encourages communities to target groups and census tracts that meet the objective of serving low to moderate income households. The table below details the CDBG funding allocations made in FY2018 and suggested funding allocations for FY2019. The proposed allocations for FY2019 aim to meet HUD expectations to serve multiple income groups and areas.

Table 2

Program Activity	FY2018 Funds Awarded	FY2019 Proposed Funding
Home Rehabilitation Deferred Loans	\$122,000	\$159,400
Emergency Home Repair Assistance	\$124,000	\$100,000
Code Enforcement	\$35,000	\$35,000
Lakeland Park Facility Project	\$100,000	\$100,000
TOTAL	\$444,000	\$464,000

Home Rehabilitation Deferred Loan Program

\$159,400

Staff recommends allocating \$159,400 to the Home Rehabilitation Deferred Loan Program. Administered in partnership with Hennepin County, this program provides financial resources to single-family homeowners for capital improvement repairs. The program allows homeowners who earn 80-percent of the Area Median Income or less to borrow money to make interior and exterior improvements such as new furnaces, windows, siding as well as some kitchen renovations. The Home Rehabilitation Deferred Loan Program provides zero interest loans without any monthly payments and is entirely forgiven if the borrower stays in the home for 10 years.

Under the current program guidelines, qualifying Brooklyn Park homeowners receive between \$1,000 and \$15,000 in a deferred loan. In the fiscal year 2018, \$277,479 was awarded to 17 homeowners, with 42 more homeowners in the qualification process. Staff is proposing to allocate \$159,400 to the program in FY 2019. If desired, the EDA could choose to allocate additional EDA resources to this program to serve more households as this is a popular program. The Brooklyn Park EDA staff reviewed the program guidelines in 2017 and will make modification recommendations for FY 2019.

Home Repair Emergency Assistance

\$100,000

Staff recommends allocating \$100,000 to the Emergency Assistance program (dollars that are not spent in emergency assistance automatically are used for the home rehab loan program). This program, which is administered by Hennepin County under contract with the City, requires limited City staff time while providing a much-needed service to homeowners who earn 80-percent of the Area Median Income or less and need immediate repairs and fixes. This program has been administered by Hennepin County for many years. In the program year 2018, three (3) households were assisted with these funds at an average amount of \$15,000 per household. The Brooklyn Park EDA staff recently reviewed the program guidelines and will make other modification recommendations for FY 2020.

Code Enforcement**\$35,000**

The Code Enforcement Program and Public Health Division continue to handle high levels of code violations in the neighborhoods. From FY2011 – FY2018, the City has allocated CDBG funds for increased code enforcement activity within designated census tracts of the City. The need for additional staff continues in 2019 to manage the high number of code violations and to track and monitor vacant and under-maintained properties. Staff proposes to continue using existing code enforcement staff in this effort and to allocate CDBG funds for this purpose in order to allow for extra enforcement in the neighborhoods. The approved 2019 budget included the anticipated use of CDBG funds in this manner.

Lakeland Park**\$100,000**

The Department of Recreation and Parks seeks to make some physical improvements to Lakeland Park building located at 6898 66th Avenue N. These planned improvements are designed to enhance the facility's capacity to serve more youth. The current building has program and storage spaces that require some upgrades. The goal in this regard would be to convert the existing storage space into a new program space thus enabling the facility to run separate programming activities simultaneously, particularly for the summer youth camps held at the park. Long term goals of the project would be to create a mini neighborhood recreation center that would offer some synergistic programming with Zanewood. The proposed improvements also provide program opportunities serving the Lakeland neighborhood, an area of higher than average poverty, which include the Willows and Eden Park apartment communities.

Staff is proposing to allocate \$100,000 in the fiscal year 2019 (in addition to the \$100,000 allocated in 2018) to complete the anticipated improvements at Lakeland Park facility. Currently, Parks and Recreation staff is working on developing specifications for structural assessment to be done when the weather improves. Staff is working on hiring an architect to develop plans for renovation. The first phase of the rehabilitation will be focused on the exterior improvements of the building. This phase is expected to be completed before school camp starts in mid-June 2019. The second phase of the rehabilitation will be focused on the interior renovations and an addition of a small storage facility on site. This phase will begin in the fall of 2019.

Staff Analysis

The proposed CDBG allocations are designed to be a part of a comprehensive community development strategy, which includes both "bricks and mortar" projects as well as programs and projects designed to support some of the social service needs of City residents. Each of the programs offer specific benefits to low- and moderate-income households, youth, or assists in the clearance of slum and blight, as required by the national CDBG program objectives.

The City Council has discretion on suggested funding allocations. The Council may also consider alternative funding allocations than those presented in this report. Staff will evaluate any proposed changes to the allocations presented in this report for consistency with CDBG guidelines and report any findings at the February 25 Council meeting.

Budgetary/Fiscal Issues:

The CDBG program is a federally funded program and has no impact to the City's budget, except for the budgeted City staff time needed to receive and allocate funds and administer CDBG-funded programs.

Attachments:

- 5.2A PUBLIC/HUMAN SERVICES RFP
- 5.2B MARKETING FLYER FOR CDBG 2019
- 5.2C PRESS RELEASE
- 5.2D CONSOLIDATED PLAN STRATEGIES AND GOALS 2015 – 2019
- 5.2E PUBLIC HEARING NOTICE
- 5.2F PUBLIC SERVICES CDBG AWARD LIST FOR FISCAL YEAR 2018-2019

Hennepin County Community Development Block Grant 2019 Public Services Request for Proposals Guide



2019 CDBG Program Year (July 1, 2019 – June 30, 2020)

Responses due by Thursday, February 28, 2019 at 4:30 p.m.



PART 1: INTRODUCTION

Hennepin County is requesting proposals to fund public service activities for low- and moderate-income families and individuals in suburban Hennepin County. Approximately \$445,000 in funding will be awarded to assist in the provision of a variety of public service activities, including (but not limited to) family, youth, and senior services. This funding is available through the federal Community Development Block Grant (CDBG) program. Funding is provided through Hennepin County in partnership with the cities of Brooklyn Park, Brooklyn Center, Edina, Maple Grove, Minnetonka, Richfield, St. Louis Park, and other participating cities.

APPLICATION AND FUNDING SCHEDULE

1. Distribution of Applications and Solicitation of Proposal.....January 7, 2019
2. Applications Due.....by 4:30 p.m. on Thursday, February 21, 2019
3. Application Review.....March 2019
4. County Board approval of funding awards (subject to change)May/June 2019
5. HUD approval of funding awards (subject to change)June/July 2019
6. Contract Period.....July 1, 2019 – June 30, 2020

SUBMISSION OF PROPOSALS

Applications will be received in the [Hennepin County Supplier Portal](#). In order to submit an application, you must first register with the Supplier Portal. For more information on how to register, please go to the [Supplier Portal Information Page](#). Please register with the Supplier Portal at least 5 business days prior to the application deadline.

Applications must be submitted using the fillable application form provided. Optional materials such as letters of support or additional pages may be submitted as separate attachments in PDF format. Failure to submit a proposal on time may be grounds for rejection of the proposal; however, the County reserves the right to accept proposals after the time and date specified at its sole discretion.

INQUIRIES

Please direct any questions to Tyler Moroles, 612-348-2670, tyler.moroles@hennepin.us or Tonja West-Hafner, 612-348-2599, tonja.west-hafner@hennepin.us.

ADDENDA

The County reserves the right to modify the RFP at any time prior to the application due date. If the RFP is modified, addenda to the RFP will be provided to all applicants known to have received a copy of the RFP. It is the responsibility of each prospective applicant to ensure receipt of all addenda. The County will modify the RFP only by formal written addenda. Applicant's proposal should be based on the specifications herein and any formal written addenda from the County.

COUNTY'S RIGHT TO WITHDRAW, CANCEL, SUSPEND AND/OR MODIFY RFP

The County reserves the right to withdraw, cancel, suspend, and/or modify this RFP for any reason and at any time with no liability to any prospective applicant for any costs or expenses incurred in connection with the RFP or otherwise. Hennepin County reserves the right to accept or reject any or all applications received, to accept or reject any late applications, to rescind the request for proposals, to request additional information as deemed necessary to review any application, to negotiate with all qualified proposers, to use any or all proposer ideas and/or approaches presented, or to cancel in part or in its entirety this request for proposals, if it is in the best interest of Hennepin County to do so.

PROPOSER'S RIGHT TO WITHDRAW OR MODIFY PROPOSAL

An application may be withdrawn on written request of the applicant prior to the proposal due date. Prior to the proposal due date, changes may be made, provided the change is submitted in writing and signed by an officer or authorized representative of the applicant. No modification, unless in writing, will be accepted.

PROPOSALS WILL NOT BE RETURNED

Upon submission, proposals will not be returned.

PUBLIC DISCLOSURE OF PROPOSAL DOCUMENTS

Under Minnesota law, proposals are private and nonpublic until the proposals are opened on the proposal due date. Once the proposals are opened, the name of the applicant becomes public. All other data in the proposal is private or nonpublic data until completion of the evaluation process. The evaluation process is completed when the County enters into a contract with an applicant. At that time, all remaining data submitted by all applicants is public with the exception of data exempted under Minn. Stat. Section 13.37 of the Minnesota Government Data Practices Act.

If the applicant believes non-public data is included in its proposal, applicant shall clearly identify the data and cite the Minnesota Government Data Practices Act exemption(s). However, the applicant agrees, as a condition of submitting a proposal, the County will not be liable or accountable for any loss or damage which may result from a breach of confidentiality, as may be related to the proposal. Pricing, fees, and costs are public data.

The applicant agrees to indemnify and hold the County, its officials, agents, and employees harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce this provision.

PROPOSER'S COSTS

The County shall not be responsible for any costs incurred by applicant in connection with this RFP. Applicant shall bear all costs associated with proposal preparation, submission, and attendance at presentation interviews, or any other activity associated with this RFP or otherwise.

COLLUSION

If the County determines that collusion has occurred among applicants, none of the applications of the participants in such collusion shall be considered. The County's determination shall be final.

CONFLICT OF INTEREST

Applicant affirms that, to the best of its knowledge, its application does not present a conflict of interest with any party or entity, which may be affected by the terms of a contract resulting from this RFP. The applicant agrees that, should any conflict or potential conflict of interest become known, it will immediately notify the County of the conflict or potential conflict, and will advise the County whether it will or will not resign from the other engagement or representation. Further, the County may make reasonable efforts to avoid, mitigate, or neutralize an organizational conflict of interest by an applicant in all competitive procurements. To avoid an organizational conflict of interest by an applicant, the County may utilize methods including disqualifying an applicant from eligibility for a contract award or canceling the contract if the conflict is discovered after a contract has been issued. To mitigate or neutralize an organizational conflict of interest by an applicant, the County may use methods such as revising the scope of work to be conducted, allowing applicant to propose the exclusion of task areas that create a conflict, or providing information to all applicants to assure that all facts are known to all applicants. The County may, at its sole and absolute discretion, waive any conflict of interest.

PROPOSAL FORMAT AND CONTENT

Applicants must submit one electronic copy of the Application Form in PDF format. Optional addenda, such as budget pages and letters of support may be included as PDF attachments.

PROPOSAL EVALUATION AND RECOMMENDATION FOR SELECTION

A selection committee comprised of staff from cities in suburban Hennepin County will review applications and make funding recommendations. Projects will be reviewed using established review and ranking criteria. The selection committee may request additional information prior to finalizing its funding recommendations. Funding recommendations will then be considered by the County Board, which will have final authority on funding allocations. Funding recommendations are expected to be presented to the Board in May 2019, although this timeline is subject to change.

The County may require the entities selected for funding to submit fiscal, technical, or other revisions of their applications. The County reserves the right, in its sole discretion, to make a determination of awards regardless of the recommendations of the Review Committee, and reserves the right, in its sole discretion, to make fewer awards than recommended or no awards. This RFP does not constitute a commitment to make funding awards. Hennepin County reserves the right to cancel a funding commitment if the project is not proceeding according to the timeline submitted in the application.

FINANCING TERMS AND CONTRACTUAL REQUIREMENTS

Public services activities are typically awarded financial assistance in the form of a one-year grant. Financing terms will be determined by Hennepin County staff based on the project's timeline and operating budget. The minimum funding award will be \$5,000. There is no maximum funding award. Funds are anticipated to be available for eligible expenditures incurred after final contracts are executed via electronic signatures through official email addresses from the awarded organization shortly after the May board action.

PART 2: PROPOSAL CRITERIA

COUNTY PRIORITIES

The Hennepin County [Five-Year Consolidated Plan](#) for suburban Hennepin County identifies **Education, Outreach, and Services** for low- and moderate-income households (at or below 80% Area Median Income (AMI) as a Priority Need. This includes a wide range of activities serving individuals, families, youth, and seniors, including:

- Domestic Abuse Counseling
- Emergency Assistance (including temporary/short-term housing assistance)
- Fair Housing Activities
- Financial Counseling (including homeownership counseling)
- Homelessness Prevention
- Job Training
- Senior Center Programming
- Senior Services
- Transportation Services
- Tenant Counseling
- Youth Counseling
- Youth Programming

ELIGIBLE APPLICANTS

Eligible applicants are governmental agencies, community-based organizations, tribal organizations, and nonprofit entities. Requests for individual assistance are not accepted through this RFP. If the organization is a non-governmental and non-tribal entity, they must have articles of incorporation and active bylaws. Additionally, they must have general liability insurance coverage through June 30th, 2020.

ELIGIBLE ACTIVITIES

Federal regulations allow the use of CDBG funds for a wide range of public service activities, including but not limited to: job training, financial literacy, child care, health services, substance abuse services, fair housing counseling, education programs, energy conservation, services for senior citizens, services for homeless persons, domestic violence counselling, and emergency assistance. CDBG funds may be used to pay for labor, supplies, and material as well as to operate and/or maintain the portion of a facility in which the public service is located.

INELIGIBLE ACTIVITIES

Federal regulations do not allow CDBG funds to be utilized for political activities or for direct payments to households for the provision of basic services such as food, shelter, or clothing. However, short-term (up to three consecutive months) emergency assistance is allowed if payments are made directly to the provider of services on behalf of an individual or family.

LOW/MOD INCOME BENEFIT

Activities receiving CDBG public service funding must serve a client base of which a minimum of 51% of clients are "low/mod income" households, which is defined as having an annual gross income at or below 80% of Area Median Income (AMI). Income limits are determined the U.S. Department of Housing and Urban Development (HUD) and adjusted on an annual basis. The current limits (effective April 1st, 2018) based on household size are:

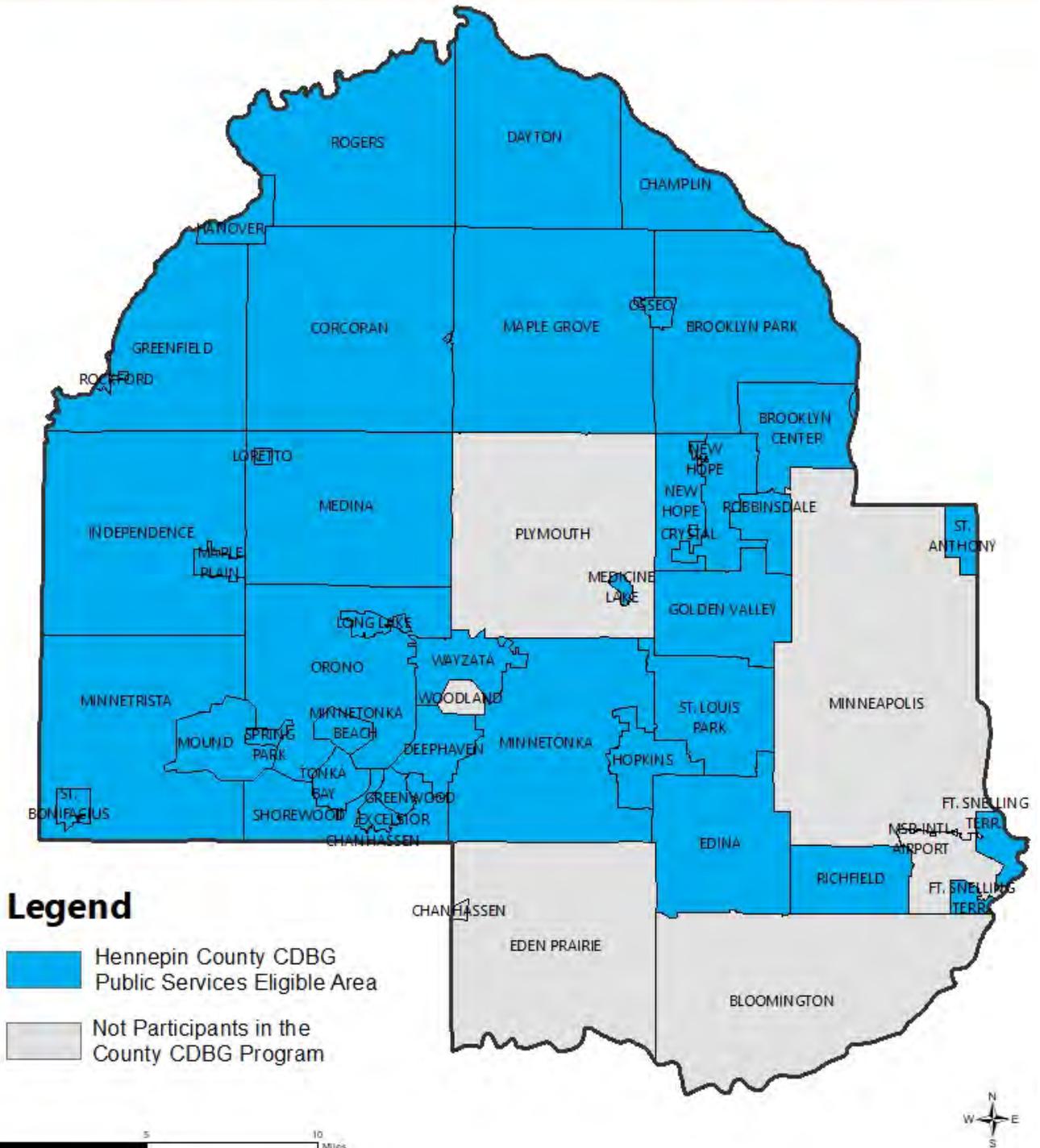
	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
30%	19,850	22,650	25,500	28,300	30,600	33,740	38,060	42,380
50%	33,050	37,750	42,450	47,150	50,950	54,700	58,500	62,250
80%	50,350	57,550	64,750	71,900	77,700	83,450	89,200	94,950

ELIGIBLE SERVICE AREA

Activities must serve one or more suburban cities which are participants in the Hennepin County CDBG program (identified in the map on next page). The cities of Minneapolis, Bloomington, Eden Prairie, and Plymouth are not participants in the County CDBG program and these areas are not eligible for funding through this RFP.

Hennepin County CDBG Program

Public Services Funding Area (Effective CDBG Program Year 2018)



OTHER CDBG PROGRAM REQUIREMENTS

Descriptions or summaries of laws, rules and regulations below are not meant to be definitive or conclusive; applicants are responsible for knowing and complying with all requirements, specifically federal regulations for Community Development Block Grants (24 CFR Part 570).

Anti-Discrimination In accordance with Hennepin County's policies against discrimination, no person shall be excluded from full employment rights or participation in or the benefits of any program, service, or activity on the grounds of race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status, or national origin; and no person who is protected by applicable federal or state laws, rules, or regulations against discrimination shall be otherwise subjected to discrimination.

Affirmative Action Projects shall comply with all applicable local rules and regulations for affirmative action. Where federal, state, and/or local policies and requirements for affirmative action and equal employment opportunity differ, the most restrictive policies and requirements shall apply. However, applicant shall provide any reports or other documentation required by each jurisdiction in order to demonstrate compliance with applicable laws, ordinances, and regulations.

Environmental Review A completed Environmental Review is required for all activities receiving CDBG assistance. The Environmental Review will be completed by County staff. Once an application has been submitted through this RFP, "no choice limiting action" may be taken by the applicant prior to receiving the Release of Funds. Choice limiting actions include but are not limited to: any physical action on a site; commitment or expenditure of HUD or non-HUD funds for property acquisition, rehabilitation, conversion, lease, repair, or construction activities. Applicants that proceed with any choice limiting action(s) will forfeit access to CDBG funds for the project. Purchase Agreements for property should be contingent upon this requirement.

Financial Management Projects must follow federal requirements (described at 2 CFR Part 200) for allowable costs and other financial management requirements including single audit requirements, if applicable.

Financial Commitments Applicants shall identify all financial commitments necessary to complete the activity and provide third party documentation supporting all funding pledges, conditions/terms and applicable deadlines. Any in-kind contributions from the municipality, business sector, and/or community must also be detailed and included with the application. CDBG funds may not be used to substitute other local or state funding for the same activity in the prior 12 months.

PART 3: PROPOSAL RANKING CRITERIA

All applications will be reviewed by Hennepin County staff to assure that the projects are eligible for CDBG funding and meet CDBG Program benefit requirements. Projects which do not meet basic CDBG eligibility criteria will be removed from further consideration. The Selection Committee will then utilize the following criteria to rate projects and formulate funding recommendations to the Hennepin County Board of Commissioners.

Category 1: Timeliness of Expenditures and Activity Completion (0 to 10 points)

- The project will be completed and expend funds in a timely manner.
- The project schedule (interim milestones and completion) is reasonable.
- The project can be completed within the grant term (July 1, 2019 to June 30, 2020)
- Most or all needed funding has been committed.
- Priority given to activities that will be ready to request full or partial reimbursement by March 1, 2020.

Category 2: Feasibility and Organizational Capacity (0 to 10 points)

- The applicant has the staff expertise to implement the proposed activity
- The applicant has the staff expertise to ensure compliance with federal grant regulations.
- The project team has successfully completed similar CDBG or other federally-funded activities.
- The organization has the financial capacity to complete the project.
- The project is feasible to implement (including compliance with federal grant regulations) with identified financial and staff resources.

Category 3: Project Benefit (0 to 15 Points)

- The project will benefit a substantial number of people/households/housing units.
- Project provides benefit principally to low- and moderate-income persons.
- Project budget appears reasonable and CDBG funds are being prudently utilized.
- The project leverages funding from other local, state, or private sources.
- The project provides a benefit or service that meets a growing need.
- The project serves a large geographic area of the suburban county or provides a service in a limited area that is lacking in similar services.
- The project serves an area or population with a high rate of poverty.

Category 4: Public Support and Consistency with Plans (0 to 10 points)

- The project addresses a high priority need identified in the 2015-2019 Consolidated Plan.
- Project addresses a locally identified high priority community development need.
- Letters of support or other demonstration of community and/or constituency support of the proposed project have been submitted.

Community Development Block Grant for social service organizations



Granting help to serve others

Social services providers who serve Brooklyn Park residents can now apply for 2019 Community Development Block Grant funds from Hennepin County.

Amount of grant

Minimum request of \$5,000 - \$15,000

Requirements to apply

- Interested organizations must have 501(c) (3) status to apply
- Activities must benefit low- to moderate-income households in Brooklyn Park

Application Timeline

Applications accepted January 7 through February 21, 2019 at 4:30 p.m.

How to apply

- Visit Brooklyn Park website www.brooklynpark.org/cdbg
- Complete and submit a signed application to Hennepin County
- Submit a copy of your agency/organization's 501(c)(3) letter

More information

Contact John Kinara or visit www.brooklynpark.org/cdbg

John Kinara
Housing and Redevelopment
Specialist
763-493-8054
john.kinara@brooklynpark.org

City of Brooklyn Park
City Hall
5200 85th Ave. N.
Brooklyn Park, MN 55443

www.brooklynpark.org/cdbg



PRESS RELEASE

FOR IMMEDIATE RELEASE

Contact: John Kinara
Housing and Economic Development Specialist
City of Brooklyn Park
Phone: 763-493-8054
Email: john.kinara@brooklynpark.org

Apply for a Community Development Block Grant Find out more at www.brooklynpark.org/city-government

Brooklyn Park, MN (January 7, 2019) - Social services providers who serve Brooklyn Park residents can now apply for 2019 Community Development Block Grant funds from Hennepin County. The money is part of a federal HUD program and can be used for a variety of activities benefiting low- to moderate-income households. Interested organizations must have 501(c) (3) status to apply. Hennepin County granted more than \$63,000 in grants to area groups last year, with several providers receiving between \$7,500 to \$10,000.

If your group is interested in applying for a grant, you must log on to the City of Brooklyn Park Website beginning January 7, 2019 for details on how to apply and submit your application. For more details, information, or questions contact John Kinara at 763-493-8054 or john.kinara@brooklynpark.org.

STRATEGY/NEED		Priority	Category 1	Indicator
1. Preserve and Create Multifamily Rental Opportunit		50% AMI		
GOALS				
1	Capital funding to build/rehab units		affordable housing	Rental units constructed and/or rehabilitated
2	Capital funding for special needs housing		affordable housing	Rental units constructed and/or rehabilitated
3	Rental assistance to tenants		affordable housing	Tenant-based rental assistance / Rapid Rehousing
2. Preserve and Create Single Family Homeownership		80%AMI		
GOALS				
4	CHDO operating		affordable housing	Other
5	Direct homebuyer assistance		affordable housing	Direct Financial Assistance to Homebuyers
6	Homeowner rehabilitation assistance		affordable housing	Homeowner Housing Rehabilitated
7	Property acquisiton/rehabilitation/construction		affordable housing	Homeowner Housing Added
3. Create Housing Opportunities for Homeless Populations		30% AMI		
GOALS				
8	Capital for Permanent units (homeless)		homeless	Housing for Homeless added
9	Funding for rapid rehousing		homeless	Tenant-based rental assistance / Rapid Rehousing
10	Rental assistance (homeless)		homeless	Tenant-based rental assistance / Rapid Rehousing
4. Education, Outreach, and Services		80% AMI		
GOALS				
11	Fair Housing Activiites		non-housing community development	Other
12	Financial Literacy		non-housing community development	Public service activities other than Low/Moderate Income Housing Benefit
13	Tenant Advocacy		non-housing community development	Public service activities other than Low/Moderate Income Housing Benefit
14	Homelessness prevention and support services		homeless	Homelessness Prevention
15	Emergency Assistance		non-housing community development	Public service activities other than Low/Moderate Income Housing Benefit
16	Senior Center Programming		non-housing community development	Public service activities other than Low/Moderate Income Housing Benefit
17	Senior services		non-housing community development	Public service activities other than Low/Moderate Income Housing Benefit
18	Youth Programming		non-housing community development	Public service activities other than Low/Moderate Income Housing Benefit
19	Youth Counseling		non-housing community development	Public service activities other than Low/Moderate Income Housing Benefit
20	Domestic Abuse Counseling		non-housing community development	Public service activities other than Low/Moderate Income Housing Benefit
21	Transportation Services		non-housing community development	Public service activities other than Low/Moderate Income Housing Benefit
22	Job Training		non-housing community development	Jobs created/retained
5. Neighborhood Revitalization		80% AMI		
GOALS				
23	Acquisition or Demolition of Structures		non-housing community development	Buildings Demolished
24	Code enforcement		non-housing community development	Housing Code Enforcement/Foreclosed Property Care
25	Build or improve public facilities/infrastructure		non-housing community development	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit
6. Economic Development		80% AMI		
GOALS				
26	Business Assistance		non-housing community development	Businesses assisted
7. ADMINISTRATION				



Ad Proof
Enlarged

-Public Notice Ad Proof-

This is the proof of your ad scheduled to run on the dates indicated below. Please proof read carefully if changes are needed, please contact us prior to deadline at Cambridge (763) 691-6000 or email at publicnotice@ecm-inc.com

<p>Date: 01/02/19</p> <p>Account #: 412480 Customer: CITY OF BROOKLYN PARK</p> <p>Address: 5200 85TH AVE N BROOKLYN PARK</p> <p>Telephone: (763) 493-8180 Fax:</p>	<p>Publications: SP Brooklyn Ctr/Brooklyn Park</p>
<p>Ad ID: 894776 Copy Line: 2019 CDBG Public Hearing</p> <p>PO Number: Start: 01/10/19 Stop: 01/17/2019</p> <p>Total Cost: \$261.80 # of Lines: 38 Total Depth: 5.3 # of Inserts: 2 Ad Class: 150 Phone # (763) 691-6000 Email: publicnotice@ecm-inc.com Rep No: SE700</p>	

Enlarged

**CITY OF BROOKLYN PARK
NOTICE OF PUBLIC HEARING
2019 URBAN HENNEPIN COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

Notice is hereby given that the City of Brooklyn Park in cooperation with Hennepin County, pursuant to Title I of the Housing and Community Development Act of 1974, as amended, is holding a public hearing on **February 11, 2019 at 7.00 p.m.** in the Council Chambers located at 5200 85th Avenue North, Brooklyn Park, MN 55443.

The public hearing is on the housing and community development needs and the City's proposed use of the 2019 Urban Hennepin County Community Development Block Grant Program funding allocation of **\$464,000.**

The City of Brooklyn Park is proposing to undertake the following activities with 2019 Urban Hennepin County CDBG funds starting on or about July 1, 2019.

Proposed Program Activity	Proposed Budget
Home Rehabilitation Deferred Loan Program	\$159,400
Emergence Assistance Deferred Loan Program	\$100,000
Code Enforcement Program	\$35,000
Lakeland Facility Rehabilitation	\$100,000
Public/ Human Services	\$69,600
Total	\$464,000

For additional information on the priorities, proposed activities, level of funding, and program performance contact the City of Brooklyn Park at **763-493-8054** or the Hennepin County Housing Department at **612-348-2205.**

The public hearing is being held pursuant to MS 471.59.

This material can be provided to you in different forms on request, such as large print, if you call 763-493-8054 or 763-493-8141 (TTD/TTY).

DEVIN MONTERO
CITY CLERK

Published in the
Sun Post
January 10, 17, 2019
894776

Ad: 1

\$261.80

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PUBLIC SERVICES CDBG AWARD LIST FOR FISCAL YEAR 2018 -2019

Contract Subrecipient	Activity Description	Service Area	Total Award
African Minnesotan Women Awareness Group (AMWAG)*	Domestic Abuse Counseling	Brooklyn Center and Brooklyn Park	\$5,500
Avenues for Homeless Youth	Homelessness prevention and support services for Youth	Northwest suburbs	\$41,100
Center for Asian and Pacific Islanders (CAPI)	Workforce Development Training for Immigrants	Northwest suburbs	\$21,100
Community Action Partnership- Hennepin County	Financial Counseling for low income households	All Hennepin County	\$26,600
Community Emergency Assistance Program (CEAP)	Meals on Wheels	Brooklyn Center and Brooklyn Park	\$22,200
HIRED*	Job Training for ex-offenders and low-income people	Northwest suburbs	\$20,000
HOME LINE	Tenant Advocacy Hotline	All Hennepin County	\$62,100
Intercongregation Communities Association – ICA Food Shelf	Emergency Assistance	Western Suburbs	\$20,000
Interfaith Outreach and Community Partners (IOCP)	Emergency Assistance	Western Suburbs	\$16,600
People Responding in Social Ministry (PRISM)	Emergency Assistance	Crystal, Golden Valley, New Hope, Robbinsdale	\$25,500
Resource West	Financial Counseling	All Hennepin County	\$11,105
Saint Louis Park Emergency Program (STEP)*	Emergency Assistance	Saint Louis Park	\$15,500
Senior Community Services (SCS)	Senior Programming- Gillespie Center	Western Suburbs	\$6,700
Senior Community Services (SCS)	Senior Services- Simple Home Repairs	All Hennepin County	\$82,100
Sojourner Project	Domestic Abuse Counseling	Southwest Suburbs	\$10,000
Treehouse	Youth Counseling	All Hennepin County	\$34,400
West African Family Community Services (WAFCS)	Job Training	Northwest suburbs	\$7,800
Western Communities Action Network (We Can)	Emergency Assistance	Western Suburbs	\$14,400
Young Men's Christian Association (YMCA)*	After School and Summer Youth Programming	Minnetonka	\$12,200
Total Award Funding			\$454,905

*new awardees

City of Brooklyn Park Request for Council Action

Agenda Item:	5.3	Meeting Date:	February 11, 2019
Agenda Section:	Public Hearings	Originating Department:	Community Development
Resolution:	X	Prepared By:	Daniela Lorenz Business Development Coordinator
Ordinance:	N/A		
Attachments:	3	Presented By:	Daniela Lorenz
Item:	Resolution for a One-year Extension of a Minnesota Department of Employment and Economic Development Loan under the Minnesota Investment Fund (MIF) Program for Biomerics, Inc.		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2019-_____ EXTENDING THE TERM OF THE MINNESOTA DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT GRANT UNDER THE MINNESOTA INVESTMENT FUND (MIF) PROGRAM FOR BIOMERICS, INC.

Overview:

In 2017, Biomerics, Inc., a medical manufacturing company located at 10351 Xylon Avenue N, received a \$1 million grant from the Minnesota Department of Employment and Economic Development (DEED) for funding through the Minnesota Investment Fund (MIF) program. MIF provides state dollars to local units of governments who then provide low interest loans to help businesses add new workers and retain high-quality jobs with a focus on industrial, manufacturing, and technology-related industries. \$250,000 of Biomerics' \$1 million loan is forgivable so long as the company meets agreed upon job creation and retention goals before its stated compliance period.

Per its agreements, Biomerics agreed to retain 45 jobs and projected it would create an additional 120 jobs by February 1, 2019. To date, Biomerics has successfully retained 45 jobs and created 56, leaving it 64 jobs short of its job creation goals. Per the loan agreement, companies can request a one-time, one-year extension to satisfy loan requirements, including jobs goals. Biomerics has requested a one-year extension to its job creation requirements. To receive the extension, the City Council must hold a public hearing and pass a resolution allowing the one-year extension.

Background:

Biomerics, Inc, a medical manufacturing company specializing in innovative polymer solutions for medical devices, moved from Rogers, MN to Brooklyn Park in 2016. Before choosing to move to Brooklyn Park the company explored plans to expand and consolidate its manufacturing facilities in several locations including: California, Rhode Island and Utah. To keep the company in Minnesota, GreaterMSP, DEED, and the cities of Rogers and Brooklyn Park offered support in applying for \$1 million in a Minnesota Investment Fund (MIF) loan from DEED. Brooklyn Park's City Council passed a resolution on June 6, 2016 authorizing the submittal of an application to DEED for the MIF loan. Biomerics was awarded its \$1 million MIF loan in July 2016. The table below details the basic parts of Biomerics loan from the state.

Total Loan:	\$1,000,000	Loan Term:	7 years
Total Repayable Portion:	\$750,000	Loan Source:	State of Minnesota Department of Employment and Economic Development (DEED)
Interest on Repayable Portion:	3%	Jobs to be Created:	120
Total Forgivable Portion:	\$250,000	Jobs to be Retained:	45
Interest on Forgivable Portion for first 2 years with option for one-year extension:	0%	Jobs Created to Date:	56
Interest on Forgivable Portion after first 2 years with option for one-year extension if jobs goals are not met:	6%	Jobs Retained to Date:	45

Per the loan agreement, \$250,000 of Biomerics' MIF loan would be forgivable if the company meets its jobs creation and retention goals by the compliance date of February 1, 2019. The \$250,000 forgivable portion does not accrue interest during the compliance period. The remaining \$750,000, known as the "repayable portion" has a 3% interest rate over a seven-year term.

MIF is a state funded program that provides dollars to local units of government who then provide low interest or forgivable loans to help businesses retain and create high-quality jobs with a focus on industrial, manufacturing, and technology-related industries. MIF dollars can be used to assist in the purchase of any fixed assets.

Primary Issues/Alternatives to Consider:

What if Biomerics Doesn't Meet Its Jobs Goals?

If Biomerics is awarded a one-year extension but fails to meet its job creation goals, the company will be required to repay a portion of the forgivable loan funds to DEED. The portion that must be repaid is based on the number of jobs not created by the compliance date. The estimated amount Biomerics will be expected to pay back in the event its jobs goals are not met is outlined below and in the loan and grant agreements (attached).

- 4 Jobs paying \$15.50 per hour including Benefits will have a Claw-back pro rata amount of \$500 per job for the "Forgivable Portion" and \$1,500 for the "State's Repayable Portion";
- 14 Jobs paying \$16.60 per hour including Benefits will have a Claw-back pro rata amount of \$1,000 per job for the "Forgivable Portion" and \$3,000 for the "State's Repayable Portion";
- 32 Jobs paying at least \$19.80 per hour including Benefits will have a Claw-back pro rata amount of \$1,300 per job for the "Forgivable Portion" and \$3,900 for the "State's Repayable Portion";
- 16 Jobs paying at least \$23.00 per hour including Benefits will have a Claw-back pro rata amount of \$1,600 per job for the "Forgivable Portion" and \$4,800 for "State's Repayable Portion";
- 24 Jobs paying at least \$27.90 per hour including Benefits will have a Claw-back pro rata amount of \$2,000 per job for the "Forgivable Portion" and \$6,000 for the "State's Repayable Portion";
- 30 Jobs paying at least \$52.80 per hour including Benefits will have a Claw-back pro rata amount of \$3,960 per job for the "Forgivable Portion" and \$11,880 for the "State's Repayable Portion."

Budgetary/Fiscal Issues:

No City funds are involved in this project, as all funds come from DEED.

Attachments:

- 5.3A RESOLUTION
- 5.3B LOAN AGREEMENT
- 5.3C GRANT AGREEMENT

RESOLUTION #2019-

RESOLUTION AUTHORIZING EXTENDING THE TERM OF THE MINNESOTA DEPARTMENT OF
EMPLOYMENT AND ECONOMIC DEVELOPMENT GRANT UNDER THE MINNESOTA
INVESTMENT FUND (MIF) PROGRAM FOR BIOMERICS, INC.

WHEREAS, the City of Brooklyn Park has an existing grant agreement with The Minnesota Department of Employment and Economic Development to provide funding in order to increase employees at Biomerics, Inc.; and

WHEREAS, Biomerics, Inc. has fulfilled the requirement of relocating and maintaining 45 jobs; and

WHEREAS, Biomerics, Inc. has made good progress toward creating 120 new jobs; and

WHEREAS, the grant agreement allows a one-year extension to fulfill the job creation requirements following a public hearing; and

WHEREAS, a public hearing was held by the City Council on February 11, 2018.

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

that Biomerics, Inc. is granted a one-year extension to February 1, 2020 to allow for the creation of 120 new jobs as outlined in the grant agreement dated April 21, 2017.

**LOAN AGREEMENT
MINNESOTA INVESTMENT FUND**

THIS AGREEMENT is made and entered into as the 21ST day of APRIL, 2017 by and between the City of Brooklyn Park (the "Lender") and Biomerics, LLC (the "Borrower");

Recitals

1. The Lender has applied to the Minnesota Department of Employment and Economic Development for a Minnesota Investment Fund Grant (the "MIF Grant") pursuant to an application (the "Grant Application") and received approval for the MIF Grant; and
2. Grant Contract Number CDAP-16-0014-H-FY17 (the "Grant Contract") between the Minnesota Department of Employment and Economic Development (the "State") and the Lender has been executed and requires that the Borrower provide sufficient funds to complete financing and agree to loan terms with the Lender regarding the MIF Grant; and
3. The parties hereto agree to incorporate into this Loan Agreement by reference the Grant Application and Grant Contract; and
4. Borrower and Lender wish to set forth the terms and conditions upon which Lender will make the Loan to Borrower and for the repayment thereof.

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

**ARTICLE 1
Definitions**

Section 1.1. Definitions. In this Loan Agreement, unless a different meaning clearly appears from the context:

"Benefit Date" means the earlier of the date equipment financed through a Minnesota Investment Fund loan is put into service or February 1, 2017.

"Benefit" is defined as one or more of the following non-mandated compensation items paid by the Borrower on behalf of employees: health, dental, life and disability insurance, retirement program or profit-sharing.

"City" means Brooklyn Park.

"County" means Hennepin County.

"Compliance Date" means the date that is two (2) years after the Benefit Date.

"Development Property" means the real property described in Exhibit A attached.

"Expiration Date" means three months after the Compliance Date.

"Equipment" means the equipment purchased by the Borrower with the Loan Proceeds and described in Exhibit B attached.

"Full-Time Equivalent (FTE)" is one or more people working a sum of 2,080 hours in a calendar year.

"Grant Contract" means Minnesota Department of Employment and Economic Development Grant Contract # CDAP-16-0014-H-FY17 and attached as Exhibit C.

"Guaranty" means a personal guaranty of the Promissory Note, signed by the Guarantors.

"Guarantors" means Dell Loy Hansen, Travis Sessions and Steve Berhow.

"Initial Disbursement Date" means the date of the first disbursement of any Loan Proceeds by the Lender to the Borrower.

"Jurisdiction" means within the corporate boundaries of the Lender.

"Loan" means the funds loaned by the Lender to the Borrower pursuant to this Loan Agreement.

"Loan Documents" means this Loan Agreement, the Promissory Note, Security Agreement and the Guaranty.

"Loan Proceeds" means the funds disbursed to the Borrower pursuant to this Loan Agreement and any proceeds thereof.

"MIF" means the Minnesota Investment Fund, Minn. Stat. § 116J.8731 and Minn. Rules Chapter 4300.

"MIF Grant" means the award of funds by the State to the Lender pursuant to the Grant Contract.

"New Jobs" means the new permanent, full time equivalent, non-contract, non-seasonal jobs to be created by the Borrower.

"Project" means the leasing of 50,216 square foot facility and installation of equipment.

"State" means the Minnesota Department of Employment and Economic Development.

"Termination Date" means the date of the final payment made by the Borrower to the Lender.

ARTICLE 2

Loan, Use of Proceeds and Conditions of Repayment

Section 2.1. MIF Loan/Funds. The Lender agrees, on the terms and subject to the conditions hereinafter set forth, to make a Loan to the Borrower in an aggregate principal amount not to exceed \$1,000,000 for equipment purchase. The obligation of the Borrower to repay the Loan shall be evidenced by a promissory note (the "Promissory Note"). The Borrower's obligations under this Loan Agreement are expressly contingent on the Lender's receipt of funds from the State in an amount adequate to make the Loan.

Section 2.2. Non-MIF (Other) Project Funds. The Borrower has secured a commitment for the private financing necessary to complete the Project, in a form and under conditions satisfactory to the Borrower and Lender.

(a) The Borrower shall commit not less than \$3,600,000 of equity and not less than \$1,900,000 of other private financing (the "Other Project Funds") for the completion of the Project.

(b) Other Project Funds described in the Grant Application must be used at the same amount, for the same purposes and under the same terms, rates and conditions as specified in the Grant Application, unless written consent is received from the State prior to expenditure.

Section 2.3. Loan Terms. LOAN WITH PARTIAL FORGIVENESS

(a) Up to \$250,000 of the Loan principal (the "Forgivable Portion") will be forgiven by the Lender upon satisfaction by the Borrower of the terms of this Loan Agreement, specifically the job creation and wage goals set forth in Section 8.1(b). If such job creation and wage goals are met by Borrower on the Compliance Date, then the "Forgivable Portion" of the Loan shall be fully forgiven by the Lender, and the Borrower shall have no obligation to repay the same. No interest shall accrue on the "Forgivable Portion" unless the job creation and wage goals are not met by the Compliance Date, in which event, the "Forgivable Portion" shall bear interest at a rate of Six percent (6%) per annum until paid.

(b) The "State's Repayable Portion" of the Loan shall be \$750,000, and shall bear interest at a rate of Three (3.0%) percent per annum. Interest shall begin to accrue on the disbursed portion of the Loan as of the Initial Disbursement Date; and interest shall continue to accrue, on a simple interest basis, thereafter on all disbursed portions of the "State's Repayable Portion" of the Loan.

(c) The term of the Loan shall be 7 years for the "State's Repayable Portion". The

term for the "Forgivable Portion" is two (2) years with a possible one (1) year extension.

- (d) These Loan terms may not be modified without prior written approval from the State.

Section 2.4. Early Repayment. The Promissory Note may be prepaid in whole or in part at any time without penalty. A prepayment shall first be applied against any accrued interest, and then against any outstanding and past due payments which are due and owing hereunder or under the Loan Agreement, and then the remaining portion of such prepayment shall be applied against the remaining outstanding and unpaid principal balance.

Section 2.5. Maintenance and Operation of the Project. As long as any portion of the Loan is still outstanding, Borrower shall maintain and operate the Project and use the Loan Proceeds in compliance with the terms of the Act, this Loan Agreement, and all applicable federal, state and local laws, regulations and ordinances, including but not limited to all environmental laws and regulations.

Article 3 Conditions of Lending

Section 3.1. Condition Precedent to Any Advance. The obligation of the Lender to close the Loan and disburse the proceeds thereof to Borrower shall, subject to waiver by Lender, be subject to the condition precedent that the Lender shall have received on or before the date of such closing the Promissory Note duly executed by the Borrower.

Section 3.2. Further Conditions Precedent to Disbursement. The obligation of the Lender to disburse the Loan Proceeds shall also be subject to the following conditions precedent:

- (a) The Loan which is being made to the Borrower shall be consistent with the provisions of the Program.
- (b) No Event of Default hereunder or event which would constitute such an Event of Default but for the requirement that notice be given or that a period of grace or time elapse, shall have occurred and be continuing.

Section 3.3. Disbursement and Deposit of Loan Proceeds. Upon the execution of this Loan Agreement and the satisfaction of all of the conditions specified in Article 6, the Lender shall disburse the full Loan Proceeds to the Borrower.

Section 3.4. Termination. This Loan Agreement shall automatically terminate without any notice to Borrower:

- (a) If no Loan Proceeds have been disbursed to the Borrower prior to the Compliance Date; or

(b) If the Borrower fails to pay its debts as they become due, makes an assignment for the benefit of its creditors, admits in writing its inability to pay its debts as they become due, files a petition under any chapter of the Federal Bankruptcy Code or any similar law, state or federal, now or hereafter existing, becomes "insolvent" as that term is generally defined under the Federal Bankruptcy Code, files an answer admitting insolvency or inability to pay its debts as they become due in any involuntary bankruptcy case commenced against it, or fails to obtain a dismissal of such case within sixty (60) days after its commencement or convert the case from one chapter of the Federal Bankruptcy Code to another chapter, or is the subject of an order for relief in such bankruptcy case, or is adjudged a bankrupt or insolvent, or has a custodian, trustee, or receiver appointed for it, or has any court take jurisdiction of its property, or any part thereof, in any proceeding for the purpose of reorganization, arrangement, dissolution, or liquidation, and such custodian, trustee, or receiver is not discharged, or such jurisdiction is not relinquished, vacated, or stayed within sixty (60) days of the appointment.

ARTICLE 4

Acknowledgments, Representations, and Warranties

Section 4.1. Acknowledgments.

(a) The Borrower acknowledges that the Lender, in order to obtain funds for part of the Borrower's activities in connection with the Project, has applied for the MIF Grant to the State under the Minnesota Investment Fund Program (the "Program"), Economic Development Division, and that the Lender has entered into the Grant Contract with the State, setting forth the terms, conditions, and requirements of the MIF Grant. The Borrower further acknowledges that it has made certain representations and statements in the Grant Application concerning its activities relating to the Project, and that the Borrower is designated and identified under the Grant Contract.

(b) A copy of the Grant Contract and this Loan Agreement shall be on file in the offices of the Lender. In the event any provision of this Loan Agreement relating to the Borrower's obligations hereunder is inconsistent with the provisions of the Grant Contract relating to the Borrower's activities thereunder, the provisions of the Grant Contract shall prevail.

(c) The Borrower acknowledges that nothing contained in the Grant Contract or this Loan Agreement, nor any act of the State or the Lender, shall be deemed or construed to create between the State and the Borrower (or, except as Borrower and Lender between the Lender and the Borrower) any relationship, including but not limited to that of third party beneficiary, principal and agent, limited or general partnership, or joint venture. As such, the Borrower agrees to hold the State harmless from any claim, demand, suit, action, or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from this Loan Agreement, any events related to the Project or the Borrower's participation in this Loan, or Borrower's activities on the Development Property.

Section 4.2. Representations and Warranties. The Borrower warrants and represents, in connection with the Loan and for the benefit of the State and the Lender, that:

(a) It is a Utah business entity organization, registered and in good standing as a foreign limited liability company authorized to do business in the State of Minnesota under the laws of the State of Minnesota, and is authorized to enter into this Loan Agreement and perform any of the acts required herein.

(b) It has the legal authority and is duly authorized to operate the Project, to ensure the indebtedness of the Promissory Note and the obligations of this Loan Agreement, to execute and deliver the Loan Documents to which it is a party and it has taken all actions necessary and incident to its execution and delivery of the Loan Documents.

(c) Its execution and delivery of the Loan Documents to which it is a party, and its incurrence of the Loan and obligations evidenced by the Loan Documents, does not violate any provision of law or Borrower's corporate documents.

(d) The Promissory Note was duly and validly authorized, executed and delivered, and it constitutes the legal, valid and binding obligation of the Borrower enforceable in accordance with its terms. The Loan Documents to which it is a party, have been duly and validly authorized, executed and delivered, and are the legal, valid and binding obligations of the Borrower enforceable against the Borrower in accordance with their respective terms, except to the extent the enforceability thereof may be limited by bankruptcy, insolvency or other law affecting creditor's rights, or the application of equitable principles generally.

(e) It is not in violation of any provisions of its organizational documents or of the laws of local governments, State of Minnesota or U.S. Government, and there are no actions, suits or proceedings pending, or to its knowledge threatened, before or by any judicial body or governmental authority, against or effecting it, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into this Loan Agreement or to perform any of the acts required of it in this Loan Agreement or any document referred to herein to which it is a party.

(f) Neither the execution and delivery of any Loan Document to which it is a party, nor compliance with any of the terms, conditions, requirements or provisions contained herein or in such Loan Documents, is prevented by, is a breach of, or will result in a breach of any term, condition or provision of any agreement or document to which it is now a party or by which it is bound.

(g) It will maintain adequate capital for the proper operation and administration of its duties under this Loan Agreement.

(h) It will comply with Minn. Stat. § 116J.8731 and Minn. Rules Chapter 4300 and all

of the terms, conditions, provisions and requirements, contained in the Loan Documents to which it is a party.

(i) Representations, statements, and other matters provided by the Borrower relating to those activities of the Project to be completed by the Borrower, which were contained in the Grant Application, were true and complete in all material respects as of the date of submission to the Lender and such representations, statements, and other matters are true as of the date of this Loan Agreement and there are no adverse material changes in the financial condition of the Borrower's business.

(j) The Borrower acknowledges that the State, in selecting the Lender as recipient of the Grant, relied in material part upon the assured completion of the Project to be carried out by the Borrower, and the Borrower warrants that said Project will be carried out as promised.

(k) The Borrower warrants that to the best of its knowledge, it has obtained all federal, state, and local governmental approvals, reviews, and permits required by law to be obtained in connection with the Project and has undertaken and completed all actions necessary for it to lawfully execute this Loan Agreement as binding upon it.

(l) The Borrower warrants that it shall keep and maintain books, records, and other documents relating directly to the Other Project Funds, and that any duly authorized representative of the State shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all such books, records, and other documents of the Borrower for six years after the expiration of the Loan Agreement or until such time that the Lender and the State have both determined that all issues, requirements, and close-out procedures relating to or arising out of the Loan have been settled and completed, whichever is later.

(m) The Borrower warrants that no transfer of any or all of the Loan Proceeds by the Lender to the Borrower shall be or be deemed an assignment of Loan Proceeds, and the Borrower shall neither succeed to any rights, benefits, or advantages of the Lender under the Grant Contract, nor attain any right, privileges, authorities, or interest in or under the Grant Contract.

Section 4.3. Affirmative Covenants. Borrower further warrants and agrees that:

(a) It has sufficient funds to complete the Project and sufficient capacity to administer the Project.

(b) The Project will be performed in full compliance with all applicable federal, state and local laws, regulations, rules and ordinances, which include but are not limited to all applicable environmental laws, regulations and rules.

(c) Borrower agrees to submit the reports required in Article 7 and Article 8.

ARTICLE 5

Events of Default and Rights and Remedies

Section 5.1. Events of Default. Any one or more of the following events shall be deemed and shall constitute an “Event of Default”:

(a) The interest or principal due under the Promissory Note, or any other payments due and payable under this Loan Agreement or any other document referred to herein, are not paid when due and such nonpayment is not remedied within ten (10) business days after written notice thereof to the Borrower by the Lender;

(b) The Borrower is in breach of any of the requirements, terms, conditions, covenants or other agreements in the Loan Documents and remains in breach in any material respect for thirty (30) business days after written notice thereof to the Borrower by the Lender; provided, however, that if such breach shall reasonably be incapable of being cured within such thirty (30) business days after notice, and if the Borrower commences and diligently prosecutes the appropriate steps to cure such breach, no default shall exist so long as the Borrower is proceeding to cure such breach in reasonable period of time;

(c) Any representation or warranty made by the Borrower in the Loan Documents, or any financial statement, certificate, or report furnished pursuant to this Loan Agreement, or any representation or warranty made in order to induce the Lender to close the Loan or disburse the Loan Proceeds, which proves to have been untrue in any material respect or materially misleading as of the time such representation or warranty was made.

(d) Borrower shall make an assignment for the benefit of its creditors, or shall be dissolved, or shall commit an act of bankruptcy under the United States Bankruptcy Act (as now or hereafter amended), or shall admit in writing its inability to pay its debts as they become due, or shall file a petition in bankruptcy, or shall become or be adjudicated as bankrupt or insolvent, however defined, or shall file a petition seeking any reorganization, dissolution, liquidation, arrangement, composition, readjustment or similar relief under any present or future bankruptcy or insolvency statute, law or regulation, or shall file an answer admitting to or not contesting the material allegations of a petition filed against it in such proceedings, or shall not, within 60 days after the filing of such a petition against it, have the same dismissed or vacated, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of a material part of its properties, or shall not, within 60 days after the appointment (without its consent or acquiescence) of a trustee, receiver or liquidator of any material part of its properties, have such appointment vacated.

(e) A court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against Borrower seeking any reorganization, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, or any trustee, receiver or liquidator of such entity, shall be appointed without the consent or acquiescence of Lender.

(f) Borrower shall refuse to allow State or Lender, at any reasonable time and upon prior written notice, to inspect, audit, copy or abstract, any and all of its books, records, papers or other documents relevant to the Borrower's use of the Loan Proceeds.

(g) Borrower shall refuse to allow the Minnesota Legislative Auditor or the State Auditor for the State of Minnesota, at any reasonable time and upon prior written notice, to inspect, audit, copy or abstract, any and all books referred to in Section 5.1(f).

(h) Borrower shall fail to provide annual reporting information as described herein.

(i) The Borrower sells, conveys, transfers, encumbers, or otherwise disposes of all or any part of the Development Property or the Equipment without the prior written approval of the State and Lender;

(j) The Borrower merges or consolidates with any other entity without the prior written approval of the Lender;

(k) There is a loss, theft, substantial damage, or destruction of all or any part of the Development Property or the Equipment that is not remedied to the Lender's satisfaction within sixty (60) business days after written notice thereof by the Lender to the Borrower.

(l) The Borrower is in breach of the requirements of Article 7 (Progress Reporting) and Article 8 (Business Subsidy Agreement).

(m) The occurrence of any other act or event that is noncompliant under the Program.

Section 5.2. Rights and Remedies. Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the reasonable satisfaction of the Lender, the Lender may, at its option, exercise any and all of the following rights and remedies (as well as any other rights and remedies available to it):

(a) The Lender may, by notice in writing to the Borrower, refrain from disbursing any of the Loan Proceeds; provided, however, the Lender may make such disbursements after the occurrence of an Event of Default without thereby waiving its rights and remedies hereunder, or waiving its right to make any additional disbursements.

(b) The Lender may, by written notice to the Borrower, declare immediately due and payable all principal and interest due under the Promissory Note, together with all other sums payable under this Loan Agreement, and the same shall thereupon be immediately due and payable without presentment or other demand, protest, notice of dishonor or any other notice of any kind, all of which are hereby expressly waived.

(c) The Lender shall have the right, in addition to any other rights provided by law or equity, to enforce its rights and remedies under this Loan Agreement and the Promissory Note, or any other Loan Document referred to herein.

(d) The Lender shall have the right, in addition to any other rights provided by law or equity, to initiate litigation for the breach of any term, condition, covenant, requirement or provision contained in the Loan Documents, and to recover damages for such breach.

(e) The Lender shall have the right, in addition to any other rights provided by law or equity, to apply to any court, state or federal, for specific performance of any term, condition, covenant, requirement or provision contained in the Loan Documents; for an injunction against any violation of any such term, condition, covenant, requirement and/or provision; or for such other relief as may be appropriate, since the injury to the Lender arising from a default under any of the terms, conditions, covenants requirements and/or provisions of the Loan Documents, would be irreparable and the amount of damage would be difficult to ascertain.

Section 5.3. Rights and Remedies Cumulative. The rights and remedies of the parties to this Loan Agreement, whether provided by operation of law or by this Loan Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not be construed to preclude or waive its right to exercise, at the same or different times, any of the other such remedies for the same default or breach, or of any of its remedies for any other default or breach by the other party.

No waiver made by either such party with respect to the performance, manner or time thereof, of any obligation of the other party or any condition to its own obligation under this Loan Agreement or any document referred to herein, shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party. No delay or failure by either party to exercise any right or remedy shall be a waiver of such right or remedy, and no single or partial exercise by either party of any right or remedy shall preclude other or further exercise thereof for the exercise of any other right or remedy at any other time.

Section 5.4. Collection. Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of the Lender and State, Borrower agrees to pay all costs and expenses of the Lender, including, but not limited to, reasonable attorney's fees, in the collection of any of the obligations or the enforcement of any of the Lender's rights. If any notice of sale, disposition or other intended action by the Lender is required by law to be given to Borrower, such notice shall be deemed reasonably and properly given if mailed to Borrower at the address specified in Section 9.14, or at such other address of Borrower as may be shown on the Lender's records, at least 15 days before such sale, disposition or other intended action.

Upon the occurrence of an Event of Default, the Lender shall have the right as its option and without demand or notice, to declare all or any part of the Loan immediately due and payable, and in addition to the rights and remedies granted hereby, the Lender shall have all of the rights and remedies available under the Uniform Commercial Code and any other applicable law.

Section 5.5. Assignment. If, prior to the Termination Date, the Borrower sells, conveys, transfers, further mortgages or encumbers, or disposes of the Development Property, or any part thereof or interest therein, or enters into an agreement to do any of the foregoing, the Borrower shall immediately repay all amounts then outstanding on the Loan. This shall be in addition to any other remedies at law or equity available to the Lender.

Section 5.6. Appointment for Foreclosure. Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of the Lender and State, Borrower agrees that the Lender may appoint an individual or entity to handle the default proceedings.

ARTICLE 6 Disbursement Provisions

Section 6.1. Payment Requisition Documentation. The Lender will disburse the Loan Proceeds upon receipt and approval by the Lender and the State of the following documentation:

- (a) This Loan Agreement, fully executed;
- (b) Promissory Note;
- (c) Evidence of equity commitment in the amount of \$3,600,000 provided that the equity commitment can be in the way of third party capital, owner capital calls, or funds from operating earnings;
- (d) Executed loan agreement from shareholders on member loans in the total amount that is equivalent to final equity injection by shareholder member loans;
- (e) Purchase Money Security Agreement Interest or first security interest with UCC filing on certain equipment purchased with MIF Loan Proceeds;
- (f) Invoices for equipment or other documentation as approved by State's Loan Officer for \$1,000,000 MIF reimbursement costs and \$5,500,000 in leverage costs;
- (g) The Guaranty signed by the Guarantors;
- (h) The Borrower shall maintain insurance in adequate amounts covering loss or damage to the Equipment. The Lender must be listed as loss payee;
- (i) Evidence of compliance with Section 9.7 of this Loan Agreement; and

Upon receipt of such information, the Loan may be disbursed in a lump sum. OR

Upon receipt of such information, The Loan Proceeds may be disbursed in two installments, which installments are referred to herein as Tranche A and Tranche B as follows:

Tranche A: Disbursement of the "State's Repayable Portion" in the amount of \$750,000 based on evidence of \$2,900,000 investment in the real estate plus invoices for the amount of \$1,500,000 (of which \$1,430,889.76 listed in Exhibit B).

Tranche B: Disbursement of the "Forgivable Portion" in the amount of \$250,000 based on evidence of invoices for equipment in the amount of \$1,250,000.

Section 6.2. Review of Documents. The Borrower shall not be entitled to any disbursement of Loan Proceeds until the Lender's legal counsel and the State have reviewed and approved this Loan Agreement and the exhibits attached hereto.

Section 6.3. Adverse Changes. The Lender and the State will not authorize disbursement of Loan Proceeds if there has been any adverse change in the Borrower's financial condition, organization, operations or their ability to repay the Loan.

ARTICLE 7

Progress Reporting

Section 7.1. Progress Information. The Borrower shall provide to the Lender information for incorporation into the Minnesota Investment Fund progress reports, as required by the State and as needed by the Lender, to monitor the Project for compliance with State and Lender guidelines. This information must be provided until the Project goals have been met or until the Compliance Date, whichever is later. At the reasonable discretion of the State or Lender, additional reporting may be required. This information must be submitted to the Lender no later than:

1. July 25, 2017 for the period ending June 30, 2017;
2. January 15, 2018 for the period ending December 31, 2017;
3. Within 25 days for the period ending after the Compliance Date;
4. The Borrower shall supply to the Lender a "redacted" payroll report dated as of the Compliance Date as evidence compliance with section 8.1(b) of this Loan Agreement.

Section 7.2 Documentation to be provided to the Lender:

(a) **Project status and the status of payments.**

(b) **Additional Leverage.** The Borrower must provide to the Lender invoices, sworn construction statements, and or any other information, with each progress report, to document Other Project Funds in addition to the originally included Project costs.

(c) **Job Creation Documentation.** The Borrower shall provide to the Lender information on the hiring of each New Job on forms provided by the Lender. This information must include:

- (1) Permanent jobs created;
- (2) Job title of each New Job;
- (3) Date of hire of each new employee;
- (4) Hourly base wage paid;
- (5) List of Benefits provided; and
- (6) Hourly value of Benefits paid.

(d) **Payroll Report.** A formal payroll report verifying job information will be due at the Compliance Date.

ARTICLE 8

Business Subsidy Agreement and Reporting

Section 8.1. Business Subsidy Agreement. The provisions of this Section constitute the "Business Subsidy Agreement" for purposes of the Minnesota Business Subsidy Act (Minn. Stat. § 116J.993 – § 116J.995 and its successor statute.)

(a) The Borrower acknowledges and agrees that the provisions of Minnesota's Business Subsidy Act apply to this Loan Agreement, as Borrower is receiving government assistance under the terms of this Loan Agreement.

- (1) The subsidy provided to the Borrower includes the \$1,000,000 loan made hereunder which will be used for purchase of Equipment.
- (2) The public purposes and goals of the subsidy are to increase net jobs in the City.
- (3) The goals for the subsidy are to create jobs that pay a livable wage, per Section 8.1(b) of this Loan Agreement.
- (4) If the goals are not satisfied, the Borrower shall make payment to the Lender as required in Section 8.2 of this Loan Agreement.
- (5) The subsidy is needed because the cost of Equipment make the Project economically infeasible without the Loan.
- (6) The Borrower must continue operations in the Jurisdiction for at least five years following the Benefit Date.
- (7) The Borrower **does not** have a parent corporation.

(b) On the Compliance Date, the Borrower shall have:

- (1) Maintained Forty Five (45) permanent, non-contract, non-seasonal FTE jobs; and

Created at least One Hundred Twenty (120) permanent non-contract FTE New Jobs at the Development Property as follows:

(i). 4 Jobs paying at least \$12.00 per hour in cash wages, exclusive of Benefits, and \$15.50 per hour including Benefits;

However, whether or not the \$12.00 per hour wages include Benefits, the total Compensation Package shall be at least \$12.85 per hour on the Compliance Date;

(ii). 14 jobs paying at least \$13.00 per hour in cash wages, exclusive of Benefits, and \$16.60 per hour including Benefits;

(iii). 32 jobs paying at least \$16.00 per hour in cash wages, exclusive of Benefits, and \$19.80 per hour including Benefits;

(iv). 16 jobs paying at least \$19.00 per hour in cash wages, exclusive of Benefits, and \$23.00 per hour including Benefits;

(v). 24 jobs paying at least \$23.50 per hour in cash wages, exclusive of Benefits, and \$27.90 per hour including Benefits;

(vi). 30 jobs paying at least \$46.50 per hour in cash wages, exclusive of Benefits, and \$52.80 per hour including Benefits.

Benefits are defined as one or more of the following: health, dental, life and disability insurance, retirement program and profit sharing paid by the Borrower.

(2) New Jobs created after July 28, 2016 will count toward the Borrower's job creation goal.

Section 8.2. Default on Business Subsidy Act Requirements.

(a) If the Borrower fails to meet the job creation goal and wage level commitment by the Compliance Date, the Lender may, after holding a public hearing, extend the Compliance Date for one year, after approval from the State. If after the extension, the Borrower fails to meet the job creation goal and wage commitment, the Borrower will be required to repay to the Lender a pro rata share of the Loan principal as listed below per FTE job not created, plus interest as defined in Section 8.2 (b) at an accelerated rate for each "FTE job tranche" as follows:

(i). 4 Jobs paying at least \$12.00 per hour in cash wages, exclusive of Benefits, and \$15.50 per hour including Benefits will have a Claw-back pro rata amount of \$500 per job for the "Forgivable Portion" and \$1500 for the "State's Repayable Portion";

(ii). 14 Jobs paying at least \$13.00 per hour in cash wages, exclusive of

Benefits, and \$16.60 per hour including Benefits will have a Claw-back pro rata amount of \$1000 per job for the "Forgivable Portion" and \$3000 for the "State's Repayable Portion";

(iii). 32 Jobs paying at least \$16.00 per hour in cash wages, exclusive of Benefits, and \$19.80 per hour including Benefits will have a Claw-back pro rata amount of \$1300 per job for the "Forgivable Portion" and \$3900 for the "State's Repayable Portion";

(iv). 16 Jobs paying at least \$19.00 per hour in cash wages, exclusive of Benefits, and \$23.0 per hour including Benefits will have a Claw-back pro rata amount of \$1600 per job for the "Forgivable Portion" and \$4800 for "State's Repayable Portion";

(v). 24 Jobs paying at least \$23.50 per hour in cash wages, exclusive of Benefits, and \$27.90 per hour including Benefits will have a Claw-back pro rata amount of \$2000 per job for the "Forgivable Portion" and \$6000 for the "State's Repayable Portion";

(vi). 30 Jobs paying at least \$46.50 per hour in cash wages, exclusive of Benefits, and \$52.80 per hour including Benefits will have a Claw-back pro rata amount of \$3960 per job for the "Forgivable Portion" and \$11880 for the "State's Repayable Portion".

(b) In an Event of Default arising from a breach by the Borrower of any provision of Section 8.1 of this Loan Agreement, if the implicit price deflator for government consumption expenditures and gross investment for state and local governments prepared by the Bureau of Economic Analysis of the United States Department of Commerce for the 12-month period ending March 31st of the previous year, exceeds Six percent (6)% on the date of the earliest such Event of Default, the Borrower shall, in addition to any other payment required hereunder, pay to the Lender the difference between the present value of the interest actually paid and accrued on the Loan as of the date of the payment required by this Section 8.2 and the amount of interest that would have been paid and accrued on the Loan if the interest rate of the Loan at all times had been equal to the implicit price deflator on the date of the earliest Event of Default.

(c) Interest required in Section 8.2 (b) shall commence to accrue as of the Initial Disbursement Date.

(d) Nothing in this Section 8.2 shall be construed to limit the Lender's rights or remedies under any other provision of this Loan Agreement, and the provisions of Section 8.2 are in addition to any other such right or remedy the Lender may have available.

(e) The Borrower shall provide to the Lender information regarding job and wage goals and results for two years after the Benefit Date or until the goals are met, whichever is later. This reporting requirement will expire if the goals are met by the Compliance Date. If the

goals are not met, the Borrower must continue to provide information on the Loan until the Loan is repaid. The information must be filed on the Non-JOBZ Minnesota Business Assistance form as found on the MN Department of Employment and Economic Development website and shall include the following:

- (1) the type, public purpose, and amount of subsidies and type of district, if the subsidy is tax increment financing;
- (2) the hourly wage of each job created with separate bands of wages;
- (3) the sum of the hourly wages and cost of health insurance provided by the employer with separate bands of wages;
- (4) the date the job and wage goals will be reached;
- (5) a statement of goals identified in the subsidy agreement and an update on achievement of those goals;
- (6) the location of the recipient prior to receiving the business subsidy;
- (7) the number of employees who ceased to be employed by the recipient when the recipient relocated to become eligible for the business subsidy;
- (8) why the recipient did not complete the project outlined in the subsidy agreement at their previous location, if the recipient was previously located at another site in Minnesota;
- (9) the name and address of the parent corporation of the recipient, if any;
- (10) a list of all financial assistance by all grantors for the project; and
- (11) other information the commissioner may request.

(f) If applicable, the information set forth in Section 8.2(e) must be provided to the Lender no later than March 1 of each year for the previous year. If the Borrower does not submit the report, the Lender shall mail the Borrower a warning within one week of the required filing date. If, after 14 days of the postmarked date of the warning, the Borrower fails to provide a report, the Borrower must pay to the Lender a penalty of \$100 for each subsequent day until the report is filed. The maximum penalty shall not exceed \$1,000.

ARTICLE 9

Other Conditions

Section 9.1. Project Time Frame. The time frame outlined in the Grant Application and Grant Contract pertaining to the Project shall be met by the Borrower.

Section 9.2. Promissory Note. The Borrower shall execute a promissory note in substantially the form set forth by the State.

Section 9.3. Collateral. The Borrower shall furnish the Lender a description of collateral.

Section 9.4. Annual Financial Statements. For the term of the Loan, upon request of the Lender, the Borrower shall submit the most recent annual financial statement prepared in accordance with generally accepted accounting principles, or other accounting principles acceptable to the Lender. The annual financial statements shall include a profit and loss statement, balance sheet, and statement of cash flow, notes and an opinion from the accountants of such statements acceptable to the Lender.

Section 9.5. Discrimination on Account of Race, Creed, or Color. The provisions of Minn. Stat. § 181.59 and any successor statutes, which relate to civil rights and discrimination, shall be considered a part of this Loan Agreement as though wholly set forth herein and the Borrower shall comply with each such provision throughout the term of this Loan Agreement.

Section 9.6 Affirmative Action. The Grantee is encouraged to prepare and implement an affirmative action plan for the employment of minority persons, women, and the qualified disabled.

Section 9.7. Job Listing Agreement. (Minn. Stat. § Section 116L.66 and any successor statutes). When the Loan is for \$200,000 or more, the Borrower shall enter into a Job Listing Agreement with the local Workforce Development Center, MN Department of Employment and Economic Development.

Section 9.8. Prevailing Wage. If the Borrower is awarded \$500,000 or more of Loan Proceeds and the Loan is used for construction, installation (including equipment), remodeling and or repairs, the Borrower shall fully and completely comply with all applicable prevailing wage requirements contained in Minn. Stat. § 116J.871 and § 177.42, subd. 6.

(a) **Documentation.** The Borrower shall maintain or ensure access to all documentation necessary to establish that the required prevailing wage was paid and shall allow the Lender, the Commissioner of the Department of Labor and Industry and the State reasonable access to such data.

(b) **Penalty.** It is a misdemeanor for the Borrower, who has certified that prevailing wages will be paid to laborers and mechanics to subsequently fail to pay the prevailing wage. Each day a violation of this subdivision continues is a separate offense.

Section 9.9. Surety Deposits Required for Construction Contracts. If the Loan is used for construction, and the Borrower is hiring, contracting, or having a contract with a nonresidential person or foreign corporation to perform construction work, the Borrower must comply with Minnesota Statutes 290.9705, as amended, by deducting and withholding eight percent of cumulative calendar year payments to the contractor which exceeds \$50,000.

This condition may be waived if (1) the contractor gives the commissioner a cash surety or a bond, secured by an insurance company licensed by Minnesota, conditioned that the

contractor will comply with all applicable provisions of this chapter and chapter 297A, or (2) the contractor has done construction work in Minnesota at any time during the three calendar years prior to entering the contract and has fully complied with all provisions of this chapter and chapter 297A for the three prior years.

Section 9.10. Publicity and Endorsement

(a) **Publicity.** Any publicity regarding the subject matter of this Loan Agreement must identify the State as the sponsoring agency. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Borrower individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from the Grant Contract.

(b) **Endorsement.** The Lender and the Borrower must not claim that the State endorses its products or services.

Section 9.11. Workers Compensation Insurance. The Borrower has obtained workers compensation insurance as required by Minn. Stat. § Section 176.181, subd. 2. The Borrower's workers compensation insurance information is as follows:

- (a) Company Name: LEAVITT INSURANCE AGENCY/CHARTER OAK FIRE
- (b) Policy Number: 6302F198654COF16
- (c) Local Agent: _____

Section 9.12. Effect on Other Agreements. Nothing in this Loan Agreement shall be construed to modify any term of any other agreement to which the Lender and the Borrower are parties.

Section 9.13. Release and Indemnification Covenants. Except for any breach of the representations and warranties of the Lender or the negligence or other wrongful act or omission of the following named parties, the Borrower agrees to protect and defend the Lender and the governing body members, officers, agents, servants, and employees thereof, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action, or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the acquisition, construction, installation, ownership, maintenance, and operation of the Project and the Borrower's activities on the Development Property.

Section 9.14. Modifications. This Loan Agreement may be modified solely through written amendments hereto executed by the Borrower and the Lender and approved by the State.

Section 9.15. Notices and Demands. Any notice, demand, or other communication under this

Loan Agreement by either party to the other shall be sufficiently given or delivered only if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally:

- (a) as to the Lender: City of Brooklyn Park
ATTN: Erik Hansen
Economic Development Director
5200 85th Ave N,
Brooklyn Park, MN 55443
- (b) as to the Borrower: Biomerics, LLC
ATTN: Delores Fagnan
10351 Xylon Avenue North, Suite 100,
Brooklyn Park, MN 55443

And to

Biomerics, LLC
ATTN: Andy Montero
2700 S 900 W
Salt Lake City, UT 84119

or at such other address with respect to any party as that party may, from time to time, designate in writing and forward to the others as provided in this Section 9.14.

Section 9.16 Conflict of Interests; Representatives Not Individually Liable.

(a) No employee, officer or agent of the Lender shall participate in the administration of a contract supported by this Loan if a conflict of interest, real or apparent, would be involved. No employee, officer or agent of the Lender may obtain a financial interest in any agreement with respect to the Loan. No employee, officer, or agent of the Lender shall be personally liable to the Borrower or any successor in interest in the event of any default or breach by the Lender or for any amount that may become due to the Borrower or on any obligation or term of this Loan Agreement.

(b) To the best of the Borrower's knowledge, no member, officer, or employee of the Lender, or its officers, employees, designees, or agents, no consultant, member of the governing body of the Lender, and no other public official of the Lender, who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project or in any activity, or benefit there from, which is part of the Project.

Section 9.17. Binding Effect. The covenants and agreements in this Loan Agreement shall bind and benefit the heirs, executors, administrators, successors, and assigns of the parties to this Loan Agreement.

Section 9.18. Provisions Not Merged With Deed. None of the provisions of this Loan Agreement are intended to or shall be merged by reason of any deed transferring any interest in the Development Property and any such deed shall not be deemed to affect or impair the provisions and covenants of this Loan Agreement.

Section 9.19. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Loan Agreement are inserted only for convenience of reference and shall be disregarded in construing or interpreting any of its provisions.

Section 9.20. Counterparts. This Loan Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 9.21. Choice of Law and Venue. This Loan Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota without regard to its conflict of laws provisions. Any disputes, controversies, or claims arising out of this Loan Agreement shall be heard in the state of Minnesota, and all parties to this Loan Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

Section 9.22. Waiver. The failure or delay of any party to take any action or assert any right or remedy, or the partial exercise by any party of any right or remedy shall not be deemed to be a waiver of such action, right, or remedy if the circumstances creating such action, right, or remedy continue or repeat.

Section 9.23. Entire Agreement. This Loan Agreement, with the exhibits hereto, Loan Documents constitute the entire agreement between the parties pertaining to the Loan and such documents supersede all prior contemporaneous agreements, representations, and understandings of the parties pertaining to the Loan.

Section 9.24. Separability. Wherever possible, each provision of this Loan Agreement shall be interpreted so that it is valid under applicable law. If any provision of this Loan Agreement is to any extent found invalid by a court or other governmental entity of competent jurisdiction, that provision shall be ineffective only to the extent of such invalidity, without invalidating the remainder of such provision or the remaining provisions of this Loan Agreement or any other Loan Documents.

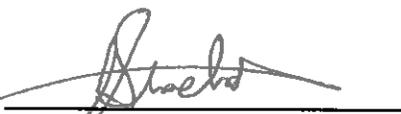
Section 9.25. Immunity. Nothing in this Loan Agreement shall be construed as a waiver by the Lender of any immunities, defenses, or other limitations on liability to which the Lender is entitled by law, including but not limited to the maximum monetary limits on liability established by Minn. Stat. § Chapter 466.

IN WITNESS WHEREOF, the Lender has caused this Loan Agreement to be duly executed in its name and behalf and the Borrower has caused this Loan Agreement to be duly executed in its name and behalf as of the date first above written.

City of Brooklyn Park

By 
Jeffrey Joneal Lunde

Its: Mayor

By 
Jay Stroebel

Its: City Manager

Biomerics, LLC

By 
Steve Berhow

Its: President

EXHIBIT A
Legal Description of Development Property

PID: 06-119-21-43-0006
Municipality: BROOKLYN PARK
Addition Name: UNPLATTED 06 119 21

**THAT PART OF SE 1/4 OF SE 1/4 LYING N
OF S 1111.0 FT THOF ALSO THE E 3/4
OF SW 1/4 OF SE 1/4 ALSO THE N 340 FT
OF W 1/4 OF SW 1/4 OF SE 1/4 ALSO
THE N 340 FT OF THE E 1/4 OF SE 1/4
OF SW 1/4 EX ROADS**

EXHIBIT B
Equipment List

PO	Vendor	Description	Invoiced \$
B160713-06	Progressive Ruesch	Winder	\$ 18,720.00
B160802-03	Airlink Systems	Aircontroller	\$ 21,407.74
B160713-05	Conair	Vacuum Sizing tank, puller cutter, conveyor	\$ 160,915.93
B160713-04	Various	Extruder Drying system	\$ 171,164.25
B160810-08 & B161111-03	General Office Products	Office Furniture	\$ 150,980.56
B160913-01	Angle Systems	Multi Lumen System	\$ 24,000.00
B160725-02	R & D Engineering	Silicone dipping machine	\$ 22,797.86
B160728-01	Genca	Crosshead assembly & Helicoids	\$ 26,075.00
B160810-04	LaserLinc, Inc	Laser Mic and Ultrasonic system	\$ 60,198.89
B160811-06	OMA	Vertical Braider	\$ 54,800.00
B160812-03	Ingersoll Rand	Variable speed drive rotary screw compressor	\$ 25,767.62
B160901-07	R & D Engineering	Verical Catheter Reflow machine	\$ 40,044.34
B160901-07	R & D Engineering	Horizontal Relow machine	\$ 18,500.00
B160909-01	Innovative Laboratory Systems	Cleanroom benches	\$ 93,117.00
B160913-02	Novatec	Resin dryer	\$ 9,616.10
B160913-03	Carroll Enterprises	Water Temp controller	\$ 4,390.00
B160916-06	Concept Machine Tool	chatillon pull tester accessories	\$ 4,404.60
B160919-02	Keyence	Measuring system	\$ 51,018.80
B160919-02	Keyence	Micrometer	\$ 13,090.20
B160923-06	Catheter Dynamics	Tipping Machine	\$ 32,286.43
B160923-01	AK Material Handling	warehouse racking	\$ 26,581.68
B160929-03	MSI-Viking Gage	Microscope	\$ 3,411.14
B161005-02	MSI-Viking Gage	Digital Micrometer	\$ 1,714.20
B160916-02	TPS/Tenney Environmental	Extrusion Oven	\$ 33,323.35
B160913-05a	Champion Charter Sales	vertical arm, fan, wall bracket	\$ 4,903.16
B161020-01	Steeger	Braiders (3)	\$ 146,753.78
B160908-02a	B & N Sheet Metal	custom stainless steel tray	\$ 1,680.00
B161006-08	Metro Cad	Comparator	\$ 2,890.00
B160816-03	Dymax	Bluewave UV system w/light guide	\$ 4,182.00
B161019-02	Barcodes	Thermal transfer Printer	\$ 1,325.02
B161019-03	Production Automation	boot cabinet, dispenser	\$ 13,720.75
B161019-03	Production Automation	garment rack, gowning bench	\$ 6,115.44

B161019-03	Production Automation	cleanroom mirror	\$	358.30
B161019-03	Production Automation	Shelving & Racks	\$	12,914.31
B161021-04	Ebay	Mobile cabinet tool storage	\$	1,139.99
B161017-06	Sams club	heavy duty steel shelving racks	\$	2,052.39
B160912-01	Inventitives	Large Tube Cutter	\$	3,135.00
B161116-01	Thermal Product Solutions	Blue M mechanical Oven (3)	\$	25,708.80
B161114-04	Production Automation	chair cylinders and foot ring replacements	\$	3,844.10
B161130-05	MSC	2 safety storage cabinets	\$	3,095.65
B161117-08	Conair	Midline dryer	\$	9,864.12
B161121-06	Vcella Kilns	Burnout kiln	\$	1,517.45
B161126-01	Laserlinc	auto rotating zero chuck	\$	11,687.91
B161108-02	Laserlinc	interface upgrade for laser system	\$	1,000.00
B161208-02	Air Engineering	Winder Frame	\$	2,245.72
B161216-01	Featherlite Exhibits	New exhibit for product shows	\$	16,570.45
B161220-07	Palay Display Industries	Display case for conference room	\$	1,454.49
B161206-05	Metro Cad	Microscopes (11)	\$	14,780.00
B170130-12	Metro Cad	Bluewave oven	\$	1,200.00
B170116-10	Tangent Industries	UV curing station (2)	\$	5,932.00
B161218-01	Syneo	Precision manual hole drilling machine	\$	7,390.00
B170130-09	Meadoworks	Extruder	\$	18,650.00
B170130-03	Callahan Electronics	video inspection system	\$	2,064.91
B170116-08	Beahm Designs	Hot Box (6)	\$	18,321.00
B170204-01	Metro Cad	UV curing machine, Blue Wave	\$	1,200.00
B170109-06	Production Automa. Corp	10 cleanroom chairs	\$	2,487.60
B160913-01	Angle Systems	Lumen vision system	\$	2,760.00
B161012-08	Signation Sign Group	Biomerics Signs	\$	9,888.00
		Total	\$	1,431,158.03

EXHIBIT C
Grant Contract

**STATE OF MINNESOTA
GRANT CONTRACT**

**DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT
ECONOMIC DEVELOPMENT DIVISION**

Minnesota Investment Fund Grant Contract

Grant Number: CDAP-16-0014-H-FY17

Grant Amount: \$1,000,000.00

Grantee: City of Brooklyn Park

Borrower: Biomerics, LLC

This Grant Contract is between the State of Minnesota, acting through the Department of Employment and Economic Development, Economic Development Division, 332 Minnesota St., Suite E200, St. Paul, MN 55101 ("STATE") and Brooklyn Park, 5200 85th Ave. N, Brooklyn Park, MN 55443 ("GRANTEE").

Recitals

1. Under Minn. Stat. §116J.993 and 116J.994 which established the guidelines for providing business subsidies, and 116J.8731, which established the Minnesota Investment Fund ("MIF"), the State is empowered to enter into this Grant Contract.
2. The State is in need of local government to administer financial assistance to eligible projects in accordance with Minn. Stat. § 116J.8731 Minnesota Investment Fund; Minnesota Rules Chapter 4300; and policies and procedures developed by the State.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Contract to the satisfaction of the State.
4. The Grantee and State are entering into this Grant Contract for public purposes that include the creation or retention of jobs that pay quality wages, the enhancement of economic growth in the State of Minnesota and the expansion of the tax base of the local community where the business will locate or expand.

Defined Terms

Defined terms. As used in this Grant Contract, the following terms shall have the meanings set out respectively after such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined), unless the context specifically indicates otherwise:

"Application" means the Grantee's application to the State for a Minnesota Investment Fund award for the purpose of providing a loan to Biomerics, LLC ("BORROWER").

"Benefit Date" means the earliest date of (i) when the equipment is put into service or (ii) February 1, 2017

"Compliance Date" is the date two years from the Benefit Date at which job creation and wage goals by the Borrower must be completed.

“Full-Time Equivalent (FTE)” is one or more people working a sum of 2,080 hours in a calendar year.

“Loan Agreement” is a document between the Grantee and Borrower defining the terms and conditions of the Loan.

1. Term of Agreement

1.1 Effective Date: July 28, 2016

Per Minn. Stat. § 16B.98 subd. 5 and Minn. Stat. § 16B.98 subd. 7, no payments will be made to the Grantee until this Grant Contract is fully executed.

1.2 Benefit Date: The earliest date of (i) when the equipment is put into service or (ii) February 1, 2017.

1.3 Compliance Date: 2 years after Benefit Date but no later than February 1, 2019

1.4 Expiration Date: 3 months after Compliance Date but no later than May 1, 2019.

1.5 Survival of Terms. The following clauses survive the expiration or cancellation of this Grant Contract: 8. Liability; 9. State Audits; 10. Government Data Practices; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction and Venue; 15. Data Disclosure; and Exhibit A 4. Repayments.

2. Grantee’s Duties

The Grantee, who is not a State employee, will:

2.1 Perform the duties specified in Exhibit A which is attached and incorporated into this Grant Contract.

2.2 Include in any contract and sub-grant, including the Loan Agreement with the Borrower, in addition to provisions that define a sound and complete agreement, such provisions that require contractors, sub-grantees and the Borrower to comply with applicable state and federal laws.

2.3 Ensure that all contractors and subcontractors performing work covered by this Grant are paid for their work that is satisfactorily completed.

2.4 Grantee shall make all reasonable efforts to collect and shall bear all costs associated with monitoring, servicing, reporting, and enforcing the terms of the Loan Agreement.

3. Time

The Grantee must comply with all of the time requirements described in this Grant Contract. In the performance of this Grant, time is of the essence.

4. Consideration of payment

4.1 Consideration. The State will pay the Grantee under this Grant Contract as follows:

a) **Compensation.** The Grantee will be reimbursed according to the approved Budget contained in Exhibit B, which is attached and incorporated into this Grant Contract.

b) **Total Obligation.** The total obligation of the State for all compensation and reimbursement to the Grantee under this Grant Contract will not exceed \$1,000,000.

4.2 Payment Request. The State will disburse funds to the Grantee pursuant to this Grant Contract, based upon payment requests submitted by the Grantee and reviewed and approved by the

State. Payment requests must be accompanied by supporting invoices that relate to the activities in the approved budget and the documentation detailed in Section 4.3 of this Grant Contract. The State will provide payment request forms.

If the Grantee has received invoices from the Borrower for expenditures made after Effective Date of this Grant Contract but before the Grant is closed or until all funds are disbursed, whichever is earlier, the Grantee shall submit those invoices to the State for review and approval no later than 25 days after the end date of the state fiscal year of June 30th. To ensure that all funds are drawn down by the expiration date of the Grant Contract, all Grantee payment requests must be received by the State at least 30 days prior to the Expiration Date.

4.3 Documentation. The following information must be submitted and approved by the State before funds will be released:

- a) **Loan Documents.** Minnesota Investment Fund Loan Agreement, promissory note, amortization schedule, personal guaranty, and evidence of security filings (Purchase Money Security Interest or first security interest in certain equipment).
- b) **Lender Documents.** Documentation that participating lenders and or equity injections have closed on their financing:
 - 1) Evidence of equity injection in the amount of \$3,600,000 by Biomerics, LLC provided that the equity commitment can be in the way of third party capital, owner capital calls, or funds from operating earnings.
- c) **Invoices.** Invoices or other documentation as approved by DEED Loan Officer for \$1,000,000 MIF reimbursement costs and \$5,500,000 in leverage costs. The Loan Proceeds may be disbursed in two installments, which installments are referred to herein as Tranche A and Tranche B as follows:

Tranche A: Disbursement of the "State's Repayable Portion" in the amount of \$750,000 based on evidence of \$2,900,000 investment in the real estate plus invoices for the amount of \$1,500,000 (of which \$1,430,889.76 listed in Exhibit B).

Tranche B: Disbursement of the "Forgivable Portion" in the amount of \$250,000 based on evidence of invoices for equipment in the amount of \$1,250,000.
- d) **Eligible Costs.** Eligible costs include the costs identified in Exhibit B of this Grant Contract that are incurred during the contract period.

5. Conditions of Payment.

All services provided by the Grantee under this Grant Contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state or local law.

The State will not authorize disbursement of funds if there has been any adverse change in the Borrower's financial condition, organization, operations, or their ability to repay the project financing.

6. Authorized Representative.

The State's Authorized Representative is Chinwe Ngwu, Senior Loan Officer, 1st National Bank Building, 332 Minnesota Street, Suite E200, St. Paul, MN 55101, 651-259-7427, chinwe.ngwu@state.mn.us, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this Grant

Contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each payment request form submitted for payment.

The Grantee's Authorized Representative is Erik Hansen, Economic Development Director, 5200 85th Ave N, Brooklyn Park, MN 55443, 763-493-8058, erik.hansens@brooklynpark.org, or his/her successor. If the Grantee's Authorized Representative changes at any time during this Grant Contract, the Grantee must immediately notify the State.

7. Assignment, Amendments, Waiver, and Grant Contract Complete

7.1 Assignment. The Grantee shall neither assign nor transfer any rights or obligations under this Grant Contract without the prior written consent of the State, approved by the same parties who executed and approved this Grant Contract, or their successors in office.

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

7.3 Waiver. If the State fails to enforce any provision of this Grant Contract, that failure does not waive the provision or the State's right to enforce it.

7.4 Grant Contract Complete. This Grant Contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this Grant Contract, whether written or oral, may be used to bind either party. Where provisions of the Application are inconsistent with the other provisions of this Grant Contract, the other provisions of this Grant Contract will take precedence over the provisions of the Application.

8. Liability

Subject to the provisions and limitations of Minn. Stat. § 466, the Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this Grant Contract by the Grantee or the Grantee's agents or employees. This Clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this Grant Contract.

9. State Audit

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this Grant Contract or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of seven (7) years from the end of this Grant Contract, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10. Government Data Practices

10.1 Government Data Practices. The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. § Ch. 13, as it applies to all data provided by the State under this Grant Contract, as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Grant Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of data referred to in this Clause by either the Grantee or the State.

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with all applicable law.

11. Workers' Compensation

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12. Publicity and Endorsement

12.1 Publicity. Any publicity regarding the subject matter of this Grant Contract must identify the State as the sponsoring agency. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Grant Contract.

12.2 Endorsement. The Grantee and the Borrower must not claim that the State endorses its products or services.

13. Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this Grant Contract. Venue for all legal proceedings out of this Grant Contract, or its breach, must be in the appropriate state court with competent jurisdiction in Ramsey County, Minnesota.

14. Termination

14.1 Termination by the State. The State may immediately terminate this Grant Contract with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro-rata basis for approved costs incurred.

14.2 Termination for Cause. The State may immediately terminate this Grant Contract if the State finds that there has been a failure to comply with the provisions of the Grant Contract, legal documents required for disbursement have not been executed within 90 days of execution of this Grant Contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to distribute additional funds and requiring the return of all or part of the funds already disbursed.

14.3 Termination for Insufficient Funding. The State may immediately terminate this Grant Contract if:

- a) It does not obtain funding from the Minnesota Legislature;
- b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or electronic notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment determined on a pro-rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of

the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of lack of funding within a reasonable time of the State's receiving that notice.

15. Data Disclosure

Under Minn. Stat. § 270C.65, subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state agencies and state personnel involved with the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

Other Provisions

16. Conflict of Interest

The Grantee shall comply with the Conflict of Interest provisions of Minn. Stat. §§ 471.87 and 471.88.

17. Successors and Assignees

This Grant Contract shall be binding upon any successors or assignees of the parties.

18. Minnesota Business Subsidy Law

This Grant Contract must comply with the Minnesota Business Subsidy Law, Minn. Stat §§ 116J.993-116J.995 as applicable.

19. Affirmative Action

The Grantee is encouraged to prepare and implement an affirmative action plan for the employment of minority persons, women, and the qualified disabled and submit the plan to the Commissioner of Human Rights as required by Minn. State. § 363A.36, Subd. 1.

20. Discrimination on Account of Race, Creed, or Color

The provisions of Minn. Stat. § 181.59 and any successor statutes, which relate to civil rights and discrimination, shall be considered a part of this Agreement as though wholly set forth herein and the Borrower shall comply with each such provision throughout the term of this Agreement.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § §16A.15 and 16C.05.

Signed: Julian Jacobi

Date: 8/26/2016

114569/3000266960/PR 22013
SWIFT Contract/PO No(s)

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: Jeffrey Joneal Lunde
Jeffrey Joneal Lunde

Title: Mayor

Date: 7/21/17

By: Jay Stroebel
Jay Stroebel

Title: City Manager

Date: 4-21-17

**EXHIBIT A
GRANTEE DUTIES**

The Grantee, who is not a State employee, will,

1. Administer the project in accordance with the requirements of the Minnesota Investment Fund Program, Minn. Stat. § 116J.8731; Minn. Rules, Chapter 4300; and policies and procedures developed by the State.
2. Enter into a Loan Agreement with the Borrower for \$1,000,000, ("LOAN") and assure the following conditions are included in such Loan Agreement:

2.1 Conditions

- a) Loan Term: 7 Years (State's Repayable Portion); 2 year for the "Forgivable Portion"
- b) Interest Rate: 3.0% (State's Repayable Portion); up to 6% for "Forgivable Portion"
- c) Collateral: UCC purchase money security filing or first security interest on certain equipment.
- d) The personal guaranty of Dell Loy Hansen, Travis Sessions, and Steve Berhow are required.

2.2 Job Creation and Wages

- a) The Borrower identified 45 full time equivalent (FTE) base jobs that must be maintained through the Compliance Date.
- b) The Borrower will create 120 permanent non-contract FTE New Jobs,
 - (i). 4 Jobs paying at least \$12.00 per hour in cash wages, exclusive of Benefits, and \$15.50 per hour including Benefits;
However, whether or not the \$12.00 per hour wages include Benefits, the total Compensation Package shall be at least \$12.85 per hour on the Compliance Date;
 - (ii). 14 jobs paying at least \$13.00 per hour in cash wages, exclusive of Benefits, and \$16.60 per hour including Benefits;
 - (iii). 32 jobs paying at least \$16.00 per hour in cash wages, exclusive of Benefits, and \$19.80 per hour including Benefits;
 - (iv). 16 jobs paying at least \$19.00 per hour in cash wages, exclusive of Benefits, and \$23.00 per hour including Benefits;
 - (v). 24 jobs paying at least \$23.50 per hour in cash wages, exclusive of Benefits, and \$27.90 per hour including Benefits;
 - (vi). 30 jobs paying at least \$46.50 per hour in cash wages, exclusive of Benefits, and \$52.80 per hour including Benefits.

Benefits are defined as one or more of the following: health, dental, life and disability insurance, retirement program and profit sharing paid by the Borrower.

- c) If the Borrower fails to meet the job creation and wage goal level commitments on the Compliance Date, the Grantee may, after holding a public hearing, extend the grant period for one year from the Compliance Date, after approval by the State. If, after the

extension, the Borrower fails to meet the job creation goal and wage level commitment, the Borrower will be required to repay the Grantee all or a proportional share of the Loan funds on an accelerated term for each "FTE job tranche" as follows:

- (i). 4 Jobs paying at least \$12.00 per hour in cash wages, exclusive of Benefits, and \$15.50 per hour including Benefits will have a Claw-back pro rata amount of \$500 per job for the "Forgivable Portion" and \$1500 for the "State's Repayable Portion";
- (ii). 14 Jobs paying at least \$13.00 per hour in cash wages, exclusive of Benefits, and \$16.60 per hour including Benefits will have a Claw-back pro rata amount of \$1000 per job for the "Forgivable Portion" and \$3000 for the "State's Repayable Portion";
- (iii). 32 Jobs paying at least \$16.00 per hour in cash wages, exclusive of Benefits, and \$19.80 per hour including Benefits will have a Claw-back pro rata amount of \$1300 per job for the "Forgivable Portion" and \$3900 for the "State's Repayable Portion";
- (iv). 16 Jobs paying at least \$19.00 per hour in cash wages, exclusive of Benefits, and \$23.0 per hour including Benefits will have a Claw-back pro rata amount of \$1600 per job for the "Forgivable Portion" and \$4800 for "State's Repayable Portion";
- (v). 24 Jobs paying at least \$23.50 per hour in cash wages, exclusive of Benefits, and \$27.90 per hour including Benefits will have a Claw-back pro rata amount of \$2000 per job for the "Forgivable Portion" and \$6000 for the "State's Repayable Portion";
- (vi). 30 Jobs paying at least \$46.50 per hour in cash wages, exclusive of Benefits, and \$52.80 per hour including Benefits will have a Claw-back pro rata amount of \$3960 per job for the "Forgivable Portion" and \$11880 for the "State's Repayable Portion".

- d) The Grantee will then also be required to return to the State all or a proportional share of the Loan funds. In the event that no jobs are created by the Borrower on the Compliance Date, the Grantee will be required to return all loan funds to the State.

2.3 Payment of Prevailing Wages to Contractors

Minn. Stat. § 116J.871 applies if a business receives \$500,000 or more in State loan funds and the State funds are used for construction, installation (including equipment), remodeling and repairs.

2.4 Surety Deposits Required for Construction Contracts

Minn. Stat. § 290.9705, pertains to foreign corporations that perform construction work in Minnesota and applies if state funds are used for construction.

2.5 Job Listing Agreement

Minn. Stat. § 1161L.66, subd. 1, applies when a business or private enterprise receives \$200,000 or more per year in funds from the State. When applicable, the business or private enterprise shall agree to enter into a Job Listing Agreement with the MN Department of Employment and Economic Development.

2.6 Loan Forgiveness

If the job creation goals and wage level commitments detailed in Sections 2.2 in Exhibit A of this Agreement are met on the Compliance Date, Two Hundred and Fifty Thousand Dollars

(\$250,000) of the Loan will be forgiven. \$100,000 is the Grantee's Forgivable Portion and \$150,000 is the State's Forgivable Portion.

3. Require the Grantee's attorney to review the loan agreement, promissory note, security agreement, guaranty and/or other documents, if any, considered necessary to secure the loan to ensure they are valid, binding and enforceable.
4. The Grantee will repay the State 100% of every payment on the Loan until paid in full.
5. Reporting
 - a) Minnesota Investment Fund Annual Progress Reports
 - 1) Submit to the State annual progress reports on forms provided by the State until the project goals have been met or until the Compliance Date, whichever is later. These reports must be submitted January 25th of each year for the period ending December 31, for as long as the project remains open.
 1. July 25, 2017 for the period ending June 30, 2017;
 2. January 25, 2018 for the period ending December 31, 2017;
 3. Within 25 days for the period ending after the Compliance Date;
 4. The Borrower shall supply to the Grantee a "redacted" payroll report dated as of the Compliance date to support the new FTE jobs created.
 - 2) The State, at its discretion, may require the submittal of additional progress reports.
 - 3) Information required in these reports may include, but is not limited to the following:
 - Permanent jobs created ● Hourly base wage ● Date of hire
 - Job titles ● Hourly value of benefits ● Benefits provided
 - Project expenditures ● Status of project ● Status of payments
 - Payroll Report
 - b) Minnesota Business Assistance Form (MBAF) Reports
 - 1) Submit to the MN Department of Employment and Economic Development, Office of Economic Analysis, no later than April 1st of each year until the project goals have been met.
6. Keep financial records, including properly executed contracts, invoices, receipts, vouchers, and other documents sufficient to evidence in proper detail the nature and propriety of the expenditures made pursuant to this Grant Contract. Accounting methods must be in accordance with generally accepted accounting principles.
7. Complete the project in accordance with the approved budget within the time frames specified in this Grant Contract.
8. Promptly notify the State of any proposed material change in the scope of the project, budget or completion date, which must be approved by the State, prior to implementation.
9. Have on file the necessary documentations to show that all project funds have been used for the items stated in the application.

**Exhibit B
Approved Budget**

Use of Funds	MIF	Bank	Equity	Other	Other	Total
Property Acquisition						\$0
Site Improvement			\$1,000,000	\$1,900,000	\$0	\$2,900,000
Building Renovation						\$0
Construction						\$0
Machinery & Equip.	\$1,000,000			\$2,600,000		\$3,600,000
Roads						\$0
Water						\$0
Sewer (Sanitation)						\$0
Other						\$0
Total	\$1,000,000		\$1,000,000	\$4,500,000	\$0	\$6,500,000

City of Brooklyn Park Request for Council Action

Agenda Item:	10.1	Meeting Date:	February 11, 2019
Agenda Section:	Closed Session	Originating Department:	Administration
Resolution:	N/A	Prepared By:	Devin Montero, City Clerk
Ordinance:	N/A		
Attachments:	N/A		
Item:	Close the Meeting Pursuant to MS Section 13D.05, Subd. 3(B)		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO CLOSE THE MEETING PURSUANT TO MINNESOTA STATUTES, SECTION 13D.05 SUBDIVISION 3(B) TO DISCUSS MATTERS PROTECTED BY THE ATTORNEY CLIENT PRIVILEGE RELATING TO PROPERTY LOCATED AT 8401 WEST BROADWAY.

Overview: N/A

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments: N/A