

COUNCIL WORK SESSION – AGENDA #33

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

- A. CALL TO ORDER – Mayor Jeffrey Lunde**
- B. GENERAL INFORMATION**
 - B.1** Update from Hennepin County Chief Judge
- C. DISCUSSION ITEMS/GENERAL ACTION ITEMS – These items will be discussion items but the City Council may act upon them during the course of the meeting.**
 - C.1** Cooperative Agreement with Three Rivers Park District for Mississippi Gateway Regional Park and Environmental Nature Area
 - A.** DRAFT COOPERATIVE AGREEMENT MISSISSIPPI GATEWAY REGIONAL PARK/ ENVIRONMENTAL NATURE AREA
 - C.2** 2020-2021 Preliminary Budget Discussion
 - C.3** Fire Department Update
- D. VERBAL REPORTS AND ANNOUNCEMENTS**
 - D.1 COUNCIL MEMBER REPORTS AND ANNOUNCEMENTS**
 - D.2 CITY MANAGER REPORTS AND ANNOUNCEMENTS**
- E. ADJOURNMENT**

City of Brooklyn Park Council Work Session

Meeting Date:	September 3, 2019	Originating Department:	Police
Agenda Item:	B.1	Prepared By:	Craig Enevoldsen, Police Chief
Agenda Section:	General Information	Presented By:	Judge Ivy S. Bernhardson
Item:	Update from Hennepin County Chief Judge		

Summary:

Hennepin County Chief Judge Ivy S. Bernhardson would like to address/update the Council on the Fourth Judicial District and court operations. A member of the Brooklyn Park prosecution firm of Colich & Associates will also be present should the Council have any questions of them.

City of Brooklyn Park Council Work Session

Meeting Date:	September 3, 2019	Originating Department:	Recreation and Parks
Agenda Item:	C.1	Prepared By:	Jody Yungers, Recreation and Parks Director
Agenda Section:	Discussion Items/ General Action Items	Presented By:	Jody Yungers
Item:	Cooperative Agreement with Three Rivers Park District for Mississippi Gateway Regional Park and Environmental Nature Area		

Summary:

Over the last three years, City staff has been working in partnership with the Three Rivers Park District (TRPD) to engage the community and agency stakeholders in development of the vision and Joint Master Plan for the Mississippi Gateway Regional Park and Environmental Nature Area (formerly called Coon Rapids Dam Regional Park). On January 22, 2018, City Council acted to support approval of the Joint Master Plan for Mississippi Gateway Regional Park and Environmental Nature Area.

The vision for the Mississippi Gateway Regional Park is to be “a gateway for everyone to connect with the Mississippi River and its dynamic environment.” The Mississippi Gateway Regional Park Master Plan includes a new Mississippi Gateway Center, Nature’s Highline (elevated tree canopy walkway), nature play areas, Mini-Mississippi Play and Education feature, field learning labs, South Pond Learning Lab, nature interpretation nodes, and improved trails, fishing platform, picnicking, non-motorized boat launch, archery range, off-leash dog area, natural areas and more. These amenities support the goals that the Brooklyn Park community members have identified as priorities through the Park System Plan community engagement effort—specifically, priorities for providing connections to nature, the Mississippi River, and opportunities for year-round outdoor recreation.

Cooperative Agreement for the Joint Development of Mississippi Gateway Regional Park:

Staff has been working with agency attorneys to draft a Cooperative Agreement (attached) that outlines the capital contributions (including funding source), timeline and the maintenance and operational responsibilities of each partner. Staff will highlight the elements of this agreement and look for City Council’s input to the draft agreement. It is anticipated that staff will then bring the Cooperative Agreement to the Council for formal action on September 23, 2019.

The Three Rivers Park Board will be reviewing the Agreement at a Study Session on Thursday, September 5, 2019, and will consider final approval at their October 17, 2019 Board Meeting.

Budgetary/Fiscal Issues:

The City and Park District intend to design, develop and operate the West and East Units as one contiguous park. The Master Plan estimated total cost for design and construction for both the East and West Units at \$25,500,000 in 2018 dollars. Factoring in inflation, the entire project is estimated to cost \$30,000,000.

The Master Plan identified the total cost for the City to be \$4.21 million. The agreement proposes funding of \$800,000 will be provided by the City upon start of design, tentatively scheduled for 4th quarter 2020. Funding of \$3,410,000 will be provided by the City upon the start of construction, tentatively scheduled for 2023. The Park District assumes the responsibility for the remaining costs of design and development.

If there are significant changes through the design development process, any additional funding required is the responsibility of the respective agency. The balance of design and construction funding will be provided by the Park District.

Attachments:

C.1A DRAFT COOPERATIVE AGREEMENT MISSISSIPPI GATEWAY REGIONAL PARK/
ENVIRONMENTAL NATURE AREA

**CITY OF BROOKLYN PARK
AND
THREE RIVERS PARK DISTRICT**

**MISSISSIPPI GATEWAY REGIONAL PARK
BROOKLYN PARK ENVIRONMENTAL NATURE AREA
COOPERATIVE AGREEMENT**

This agreement (the "Agreement") is made and entered into this ____ day of _____ 2019, by and between the Three Rivers Park District, a body corporate and politic and a political subdivision of the State of Minnesota ("Park District"), and the City of Brooklyn Park, a Minnesota municipal corporation ("City").

WHEREAS, Park District is a political subdivision of the State of Minnesota authorized by statute to acquire, establish, operate, and maintain park facilities and regional trail systems; and

WHEREAS, City is a municipal corporation authorized by City Charter to acquire, establish, operate, and maintain park facilities; and

WHEREAS, City and Park District have jointly developed a Master Plan for the Mississippi Gateway Regional Park (East Unit) and the adjacent Brooklyn Park Environmental Nature Area (West Unit); and

WHEREAS, City and Park District recognize the benefits of designing, developing and operating the East Unit and West Unit as one contiguous park.

NOW THEREFORE, in consideration of the mutual covenants herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, City and Park District agree as follows:

A. Recognition as a Regional Park and Naming.

The approved Master Plan boundaries of the East Unit and West Unit are shown on Exhibit A. Currently, the East Unit is known as Mississippi Gateway Regional Park. The West Unit is known as the Brooklyn Park Environmental Nature Area. The intent of the park design and future operations is to create a singular park that is operated by one entity for the benefit of the residents of the City and for the residents of the region. The East Unit will be named ***Mississippi Gateway Regional Park***. The West Unit will be named ***Mississippi Gateway Regional Park – Brooklyn Park Environmental Nature Area***.

B. Property Rights. Park District shall own the property within the East Unit. City shall own the Property in the West Unit.

Two parcels of property identified as Park District inholdings owned by the City exist within the East Unit as shown on Exhibit B. The City agrees to transfer those properties to the Park District at no cost. The Park District agrees to pay all costs associated with recording and transfer of ownership.

The Master Plan identifies use of a portion of the West Unit for the Park District's park maintenance facility. The City will retain ownership of the land on which the park maintenance facility will be located. Exact location will be determined in the design and engineering stage of development. The City agrees to grant a 100-year

easement to the Park District for the purposes of the maintenance facility. City agrees to not charge the Park District for this easement. In exchange, the Park District agrees to be responsible for all regular maintenance and operations of the West Unit as described in Section E.

The Rush Creek Regional Trail currently passes through the West Unit using an easement granted by the City. Redesign and construction of the West Unit will likely result in a relocation of the regional trail. The City agrees to amend or replace the regional trail easement as needed at no cost to the Park District. Park District agrees to pay all costs associated with recording changes in easement boundary.

- C. Design and Construction.** The Park District will lead the design of both the East and West Units in accordance with the approved Master Plan. Park District may, in its sole discretion, contract with consultants to provide professional design services including, but not limited to design development, bidding documents, construction plans and specifications, contract document preparation, construction administration, and project close out. Park District shall include the City in design and development of the West Unit of the park and submit all West Unit plans to City for review and approval, provided however, that approval shall not be unreasonably withheld.

Park District shall be responsible for bidding and construction of all structures in accordance with approved construction plans and specifications. Construction shall commence following (1) conveyance to Park District of Easements in accordance with Paragraph B – Property Rights of this Agreement, (2) Park District and City approval of plans and specifications for the park, (3) project funding approval by Park District Board of Commissioners, and (4) project funding approval for the West Unit and road underpass by the Brooklyn Park City Council.

City staff will participate in the design and construction teams for the project.

- D. Design and Development Funding.**

The City and Park District intend to design, develop and operate the West and East Units as one contiguous park. The Master Plan estimated total cost for design and construction for both the East and West Units at \$25,500,000 in 2018 dollars. Factoring in inflation, the entire project is estimated to cost \$30,000,000.

The City agrees to commit a total of \$4,210,000 to the project, to be used for design and construction of the West Unit, and for the road underpass connecting the West and East Units. Funding of \$800,000 will be provided by the City upon start of design, tentatively scheduled for 4th quarter 2020. Funding of \$3,410,000 will be provided by the City upon the start of construction, tentatively scheduled for 2023.

If there are significant changes, through the design development process, any additional funding required is the responsibility of the respective agency.

The balance of design and construction funding will be provided by the Park District.

- E. Operations and Maintenance.** The Park District will have the responsibility for the following for both units of the park:
- i. Regular operations, including programming, reservations and public safety.

- ii. Regular maintenance, including mowing, trash pick-up, and minor repairs.
- iii. Natural resources management, including tree trimming, invasive species control, and water resources management.

City and Park District will work together to determine the appropriate fees, if any, for use of facilities in the West Unit. Income from fees will go to the Park District to help offset operational costs.

- F. **Asset Management and Ownership.** All repairs and replacement of facilities located on lands owned in fee title or on lands with easement rights for the Park District will be the responsibility of the Park District. Major infrastructure repair and replacement, including roof, siding and window replacement of facilities located on lands owned by the City and not under easement to the Park District will be the responsibility of the City.
- G. **Indemnification.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law. Minnesota Statutes Chapter 466 and other applicable law govern the parties' liability. To the full extent permitted by law, this Agreement is intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes, Section 471.59, Subd. 1a (a); provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other party. In addition to the foregoing, nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to either party, whether set forth in Minnesota Statutes, Chapter 466 or otherwise.
- H. **Successor and Assigns.** The Agreement shall be binding upon the parties hereto and their respective successors and assigns, provided, however, that neither City nor Park District shall have the right to assign its rights, obligations and interests in or under this Agreement to any other party without the prior written consent of the other party.
- I. **Amendment, Modification or Waiver.** No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing and signed by the party or parties to be bound, or its duly authorized representative. Any waiver by either party shall be effective only with respect to the subject matter thereof and the particular occurrence described therein, and shall not affect the rights of either party with respect to any similar or dissimilar occurrences in the future.
- J. **Rights and Remedies Cumulative.** The rights and remedies provided by this Agreement are cumulative and no right or remedy at law or in equity which either party hereto might otherwise have by virtue of a default under this Agreement nor the exercise of any such right or remedy by either party will impair such party's standing to exercise any other right or remedy.
- K. **No Agency.** Nothing contained herein and no action by either party hereto will be deemed or construed by such parties or by any third person to create the relationship of principal and agent or a partnership or a joint venture or any other association between or among the parties hereto.

L. Saving Provision. If any provision of the Agreement shall be found invalid or unenforceable with respect to any entity or in any jurisdiction, remaining provisions of the Agreement shall not be affected thereby, and such provisions found to be unlawful or unenforceable shall not be affected as to their enforcement or lawfulness as to any other entity or in any other jurisdiction, and to such extent the terms and provisions of this Agreement are intended to be severable.

M. Termination. This Agreement may be terminated by Park District or City by mutual agreement or as otherwise provided in this Agreement. This Agreement shall be terminable by either party upon a material breach by the other party.

The provisions of Section G survive termination with respect to claims that arise from actions or occurrences that occurred prior to termination.

N. Governing Laws. This Agreement will be construed in accordance with the laws of the State of Minnesota.

O. Title and Signing Authority. City warrants that it will own good and marketable title to all property in which City provides public railway easement or real property rights to Park District and that the undersigned is authorized to execute this Agreement.

P. Enforcement. In the event either party should bring an action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other all of the legal or other expenses of the prevailing party, including reasonable attorneys' fees, and to have the same awarded as part of the judgment in the proceeding in which legal expenses and attorneys' fees were awarded.

Q. Notices. Any notice given under this Agreement shall be deemed given on the first business day following the date the same is deposited in the United States Mail (registered or certified) postage prepaid, addressed as follows:

If to the Park District:

Superintendent
Three Rivers Park District
c/c General Counsel
3000 Xenium Lane North
Plymouth, MN 55441

If to City:

City Manager
City of Brooklyn Park
5600 85th Ave N
Brooklyn Park, MN 55443

IN WITNESS WHEREOF, Park District and City have entered into this Agreement as of the date and year first above written.

Three Rivers Park District, a public corporation and political subdivision of the State of Minnesota

Dated: _____ By: _____
Its Chair – Board of Commissioners

Dated: _____ By: _____
Its Superintendent
And Secretary to the Board

City of Brooklyn Park a Minnesota municipal corporation

Dated: _____ By: _____
Mayor, Jeffrey J. Lunde

Dated: _____ By: _____
Its City Manager

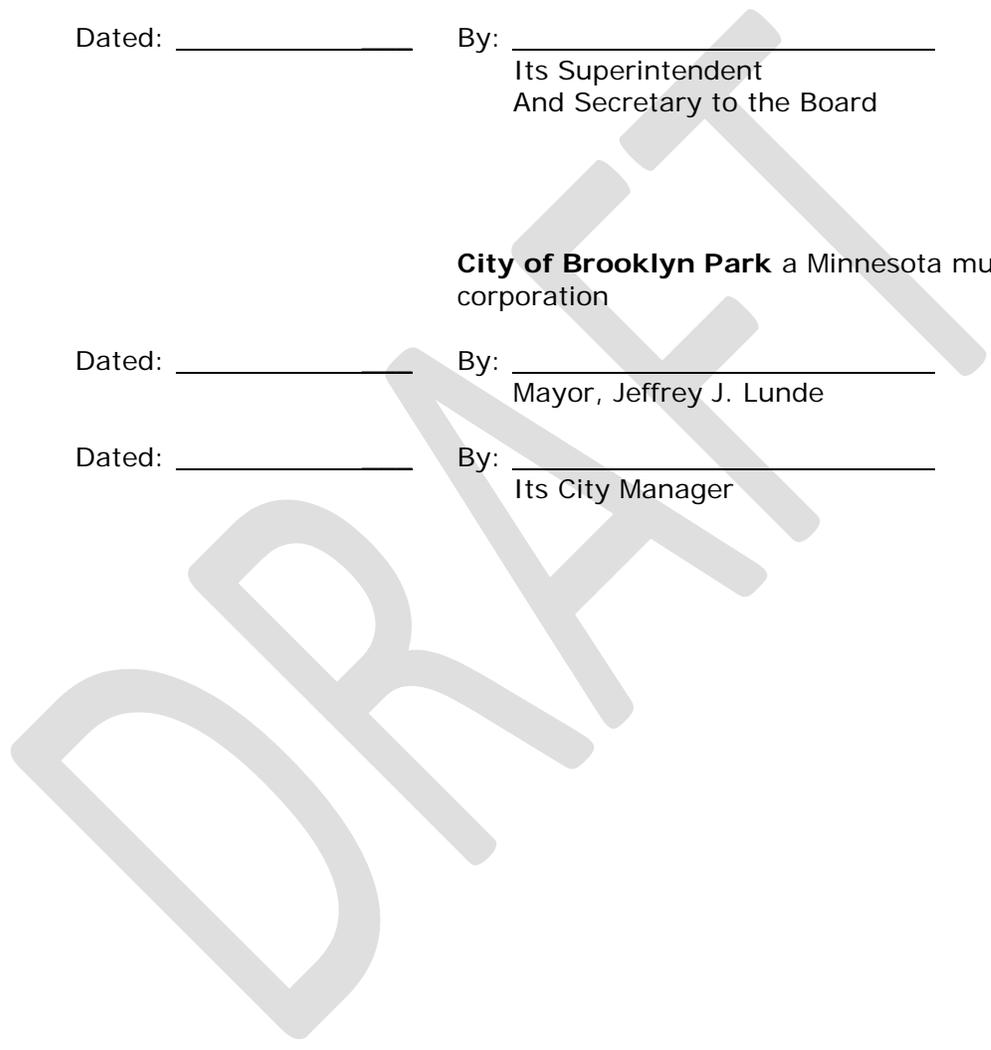
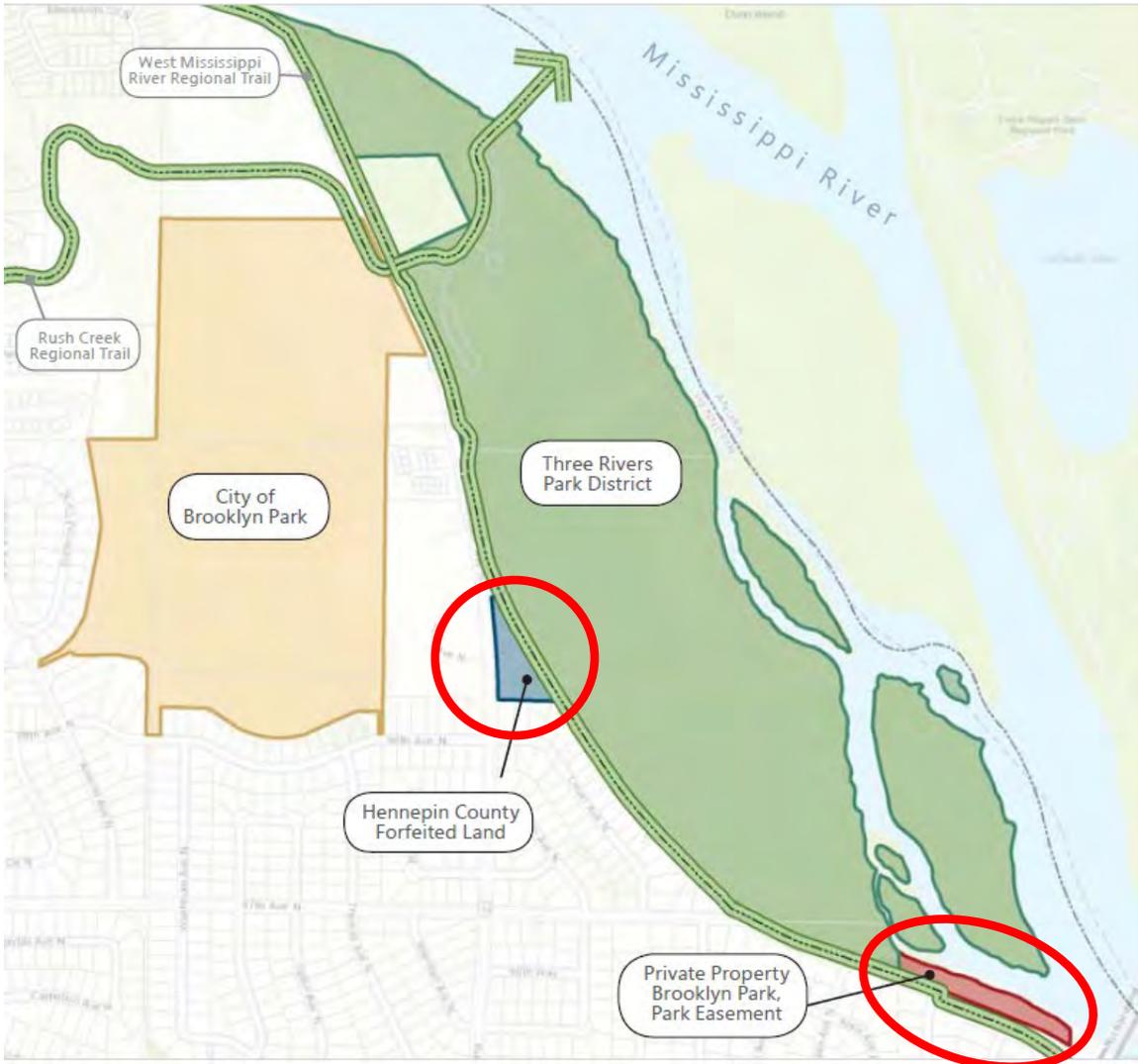


EXHIBIT A
East Unit and West Unit Boundaries



Exhibit B
East Unit Inholdings



City of Brooklyn Park Council Work Session

Meeting Date:	September 3, 2018	Originating Department:	Administration/Finance
Agenda Item:	C.2	Prepared By:	Jay Stroebel, City Manager LaTonia Green, Finance Director
Agenda Section:	Discussion Items/ General Action Items	Presented By:	Jay Stroebel and LaTonia Green
Item:	2020-2021 Preliminary Budget Discussion		

Summary:

The presentation and discussion will focus on the General Fund significant changes from the 2019 Final Budget, levy calculations, and projected taxpayer impact.

The purpose of this discussion is to provide an overview of the anticipated changes to the 2019 Budget and discuss the preliminary analysis of the property tax levy impact to a median valued residential home.

The City Council must set a preliminary tax levy for 2020 before October 1, 2019. Setting the preliminary tax levy indicates the maximum amount of property tax levy the city is proposing to collect in 2020. This number cannot be increased, although the City Council maintains the flexibility to reduce the levy prior to final levy certification in December.

City of Brooklyn Park Council Work Session

Meeting Date:	September 3, 2019	Originating Department:	Fire
Agenda Item:	C.3	Prepared By:	T. John Cunningham, Fire Chief
Agenda Section:	Discussion Items/ General Action Items	Presented By:	T. John Cunningham, Fire Chief
Item:	Fire Department Update		

Summary:

Provide an update to the City Council on the Fire Department's Operational Plan implementation.