

## REGULAR COUNCIL MEETING – AGENDA #44

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** New Employee Intro

**3B.2** Interview Applicants for the Northwest Suburbs Cable Communications Commission

**A.** VOTING PACKET

## **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** Approval of Collective Bargaining Agreement with the International Association of Firefighters Local 5031

**A.** RESOLUTION

**4.2** Approval of Collective Bargaining Agreement with the International Association of Operating Engineers Local 49

**A.** RESOLUTION

**4.3** Consider Selecting Ehlers' Associates as Municipal Finance Advisor through the Year 2024 and Authorize City Officials to Enter into a Contract for Services

**A.** RESOLUTION

**4.4** Accept Petition Regarding the Completion of 93rd Avenue North

**A.** PETITION

- 4.5 Resolution Establishing an Absentee Ballot Board, Appointing Absentee Ballot Board Judges and Appointing all Members Appointed as the Hennepin County Absentee Ballot Board to Act as the Brooklyn Park Absentee Ballot Board for the March 3, August 11, and November 3, 2020 Elections
  - A. RESOLUTION
  - B. EXHIBIT A
- 4.6 Donation of Uniforms to Margibi County, Liberia
  - A. RESOLUTION

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 2020-2021 Proposed Operating Budget and 2020-2024 Capital Improvement Plan/Capital Equipment Plan Public Hearing (Truth in Taxation)

**6. LAND USE ACTIONS**

None

**7. GENERAL ACTION ITEMS**

- 7.1 Approval of the 2020 Council and EDA Meeting Dates
  - A. 2020 MEETING CALENDAR PER ORDINANCE AND SCHEDULE
  - B. 2020 MEETING CALENDAR WITH PROPOSED CHANGES
  - C. 2020 CALENDAR
- 7.2 Approve Amendment #2 to Agreement with Consultant for the Trunk Highway 169 / 101<sup>st</sup> Avenue Interchange Project; CIP 4042
  - A. RESOLUTION
  - B. WSB AMENDMENT TABLE
  - C. LOCATION MAP
- 7.3 Approve Replacement Housing Rent Supplement of \$59,094 to Costney Egan for the Trunk Highway 169 / 101<sup>st</sup> Avenue Interchange Project; CIP 4042
  - A. RESOLUTION
  - B. REPLACEMENT HOUSING DOCUMENTATION FROM WSB & ASSOCIATES, INC.
  - C. LOCATION MAP
- 7.4 First Reading of an Ordinance Authorizing Conveyance of City-Owned Property (Fair Oaks Park) to Excell Academy
  - A. ORDINANCE

**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. 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

<b>Agenda Item:</b>	3B.1	<b>Meeting Date:</b>	December 2, 2019
<b>Agenda Section:</b>	Public Presentations/ Proclamations/Receipt of General Communications	<b>Originating Department:</b>	Administration
<b>Resolution:</b>	N/A	<b>Prepared By:</b>	Marlene Kryder Program Assistant
<b>Ordinance:</b>	N/A		
<b>Attachments:</b>	N/A	<b>Presented By:</b>	Department Directors/Managers
<b>Item:</b>	Introduction of New Employee		

## City Manager's Proposed Action:

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

## Overview:

Employee

Start Date

Title

### **Finance**

Christina Johnson

November 18, 2019

Appraiser I

**Primary Issues/Alternatives to Consider:** N/A

**Budgetary/Fiscal Issues:** N/A

**Attachments:** N/A

# City of Brooklyn Park Request for Council Action

<b>Agenda Item:</b>	3B.2	<b>Meeting Date:</b>	December 2, 2019
<b>Agenda Section:</b>	Public Presentations/ Proclamations/Receipt of General Communications	<b>Originating Department:</b>	Administration
<b>Resolution:</b>	N/A	<b>Prepared By:</b>	Marlene Kryder, Program Assistant
<b>Ordinance:</b>	N/A		
<b>Attachments:</b>	1	<b>Presented By:</b>	Mayor Jeffrey Lunde
<b>Item:</b>	Interview Applicants for the Northwest Suburbs Cable Communications Commission		

## City Manager's Proposed Action:

Interview applicants to fill an upcoming opening on the Northwest Suburbs Cable Communications Commission.

## Overview:

The City has advertised to fill an opening on the Northwest Suburbs Cable Communications Commission due to the term ending December 31, 2019.

A voting form is included in the packet to indicate your choice. At the end of the meeting, please pass your voting form to Mayor Lunde with your choice indicated. He will consolidate the votes to determine who will be appointed to the commission. The appointment will be made during the December 9, 2019 Council meeting.

**Primary Issues/Alternatives to Consider:** N/A

**Budgetary/Fiscal Issues:** N/A

## Attachments:

3B.2A VOTING PACKET

**NORTHWEST SUBURBS CABLE COMMUNICATIONS COMMISSION VOTING FORM**

Monday, December 2, 2019

**COUNCIL MEMBER:** \_\_\_\_\_

Voting Form to submit to the Mayor

NORTHWEST SUBURBS CABLE COMMUNICATIONS COMMISSION 1 Opening (City At-large) Reappointing or replacing Sharon Arbeiter		
<b>Commission Applicants</b>		
<b>Name</b>	<b>Confirmed Attendance</b>	<b>Council Appointment Choice</b>
<b>NWSCCC applicants</b>		<b>NW SUBURBS CABLE COMMUNICATIONS COMMISSION</b>  1 <sup>st</sup> choice _____
Arbeiter, Sharon (reappointment)	Yes	
Conrad, Natalie	Yes	
Toner, David	Yes	

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

# NW SUBURBS CABLE COMMUNICATIONS COMMISSION

## Public Directory – 2019

This Commission is the regulatory agency for the cable franchise for the nine northwest suburbs in the Commission; i.e., Brooklyn Park, Brooklyn Center, Crystal, Golden Valley, Maple Grove, New Hope, Osseo, Plymouth and Robbinsdale. The NW Suburbs Cable Communications Commission specifies that two members shall be appointed from each member city: one who is an official representative of the City and one who represents the community. The meetings are held every 3rd Thursday of the month in February, May, September and November from 7:30 to 9:00 a.m. Special meetings may be called as needed. No term limits.

Mike Johnson, Director  
6900 Winnetka Ave N  
Brooklyn Park, MN 55428  
763-533-8196

Name/Address	Phone	Appointment History	Term Ends
<b>Arbeiter, Sharon</b> 10431 France Ave N Brooklyn Park, MN 55443 <b>District:</b> At-Large Community Representative	763-438-3763	<b>Date Appointed:</b> Dec. 10, 2018 <b>Replacing:</b> Eric Peterson	Dec. 31, 2019 ←
<b>Hepola, Camille</b> 5200 85th Avenue N Brooklyn Park, MN 55443 <b>Official City Representative</b>	763-493-8003		

# City of Brooklyn Park Request for Council Action

<b>Agenda Item:</b>	4.1	<b>Meeting Date:</b>	December 2, 2019
<b>Agenda Section:</b>	Consent	<b>Originating Department:</b>	Administration
<b>Resolution:</b>	X	<b>Prepared By:</b>	Beth Toal, Human Resources Manager
<b>Ordinance:</b>	N/A		
<b>Attachments:</b>	1	<b>Presented By:</b>	Jay Stroebe, City Manager
<b>Item:</b>	Approval of Collective Bargaining Agreement with the International Association of Firefighters Local 5031		

## City Manager's Proposed Action:

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO WAIVE THE READING AND ADOPT RESOLUTION #2019-\_\_\_\_ APPROVING STAFF TO ENTER INTO A TWO-YEAR COLLECTIVE BARGAINING AGREEMENT WITH THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 5031 FOR 2020-2021.

## Overview:

City staff and union representatives from the International Association of Firefighters (Local 5031) have negotiated a tentative agreement for a two-year labor contract, subject to City Council approval. Terms of the contract were included under separate cover with Council packet materials. Union membership voted to approve the agreement in November 2019.

**Primary Issues/Alternatives to Consider:** N/A

## Budgetary/Fiscal Issues:

Funds are available in the 2020-2021 general fund budget.

## Attachments:

4.1A RESOLUTION

RESOLUTION #2019-

RESOLUTION APPROVING STAFF TO ENTER INTO A TWO-YEAR  
COLLECTIVE BARGAINING AGREEMENT WITH THE INTERNATIONAL ASSOCIATION  
OF FIREFIGHTERS LOCAL 5031 FOR 2020-2021

WHEREAS, the City of Brooklyn Park has reached a negotiated agreement with the International Association of Firefighters Local 5031; and

WHEREAS, section 4.02 of the Employee Handbook, dated September 2013, gives City Council sole authority to enter into a collective bargaining agreement covering City Employees.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park that the labor agreement between the City of Brooklyn Park and the International Association of Firefighters Local 5031 is hereby approved for 2020-2021 and the City Manager is hereby authorized to execute the same on behalf of the City.

# City of Brooklyn Park Request for Council Action

<b>Agenda Item:</b>	4.2	<b>Meeting Date:</b>	December 2, 2019
<b>Agenda Section:</b>	Consent	<b>Originating Department:</b>	Administration
<b>Resolution:</b>	X	<b>Prepared By:</b>	Beth Toal, Human Resources Manager
<b>Ordinance:</b>	N/A		
<b>Attachments:</b>	1	<b>Presented By:</b>	Jay Stroebe, City Manager
<b>Item:</b>	Approval of Collective Bargaining Agreement with the International Association of Operating Engineers Local 49		

## City Manager's Proposed Action:

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO WAIVE THE READING AND ADOPT RESOLUTION #2019-\_\_\_\_ APPROVING STAFF TO ENTER INTO A TWO-YEAR COLLECTIVE BARGAINING AGREEMENT WITH THE INTERNATIONAL ASSOCIATION OF OPERATING ENGINEERS LOCAL 49 FOR 2020-2021.

## Overview:

City staff and union representatives from the International Association of Operating Engineers (Local 49) have negotiated a tentative agreement for a two-year labor contract, subject to City Council approval. Terms of the contract were included under separate cover with Council packet materials. Union membership voted to approve the agreement in November 2019.

**Primary Issues/Alternatives to Consider:** N/A

## Budgetary/Fiscal Issues:

Funds are available in the 2020-2021 general fund budget.

## Attachments:

4.2A RESOLUTION

RESOLUTION #2019-

RESOLUTION APPROVING STAFF TO ENTER INTO A TWO-YEAR COLLECTIVE BARGAINING  
AGREEMENT WITH THE INTERNATIONAL ASSOCIATION OF OPERATING ENGINEERS  
LOCAL 49 FOR 2020-2021

WHEREAS, the City of Brooklyn Park has reached a negotiated agreement with the International Association of Operating Engineers Local 49; and

WHEREAS, section 4.02 of the Employee Handbook, dated September 2013, gives City Council sole authority to enter into a collective bargaining agreement covering City Employees.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park that the labor agreement between the City of Brooklyn Park and the International Association of Operating Engineers Local 49 is hereby approved for 2020-2021 and the City Manager is hereby authorized to execute the same on behalf of the City.

# City of Brooklyn Park Request for Council Action

<b>Agenda Item:</b>	4.3	<b>Meeting Date:</b>	December 2, 2019
<b>Agenda Section:</b>	Consent	<b>Originating Department:</b>	Finance
<b>Resolution:</b>	X	<b>Prepared By:</b>	LaTonia Green, Finance Director
<b>Ordinance:</b>	N/A		
<b>Attachments:</b>	1	<b>Presented By:</b>	LaTonia Green
<b>Item:</b>	Consider Selecting Ehlers Associates as Municipal Finance Advisor through the Year 2024 and Authorize City Officials to Enter into a Contract for Services		

## City Manager's Proposed Action:

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO WAIVE THE READING AND ADOPT RESOLUTION #2019-\_\_\_\_ SELECTING EHLERS ASSOCIATES AS MUNICIPAL FINANCE ADVISOR THROUGH THE YEAR 2024 AND AUTHORIZING CITY OFFICIALS TO ENTER INTO A CONTRACT FOR SERVICES.

## Overview:

The City of Brooklyn Park and the Economic Development Authority (EDA) have a current contract with Ehlers Associates for City and EDA municipal advisor services. Ehlers has served in this role since before the year 2000. The last RFP was issued in 2009, and Ehlers was re-selected among three competing firms.

The City/EDA issued an RFP in July of 2019 and received two proposals, one from Ehlers and one from Baker Tilly. An internal committee reviewed and ranked the proposals, completed interviews, and based on the scoring, is recommending Ehlers & Associates continue as the City and EDA municipal finance advisor.

On October 21, 2019, the EDA voted to select Ehlers Associates.

## Primary Issues/Alternatives to Consider:

### What criteria were used to make the selection?

- Quality of the proposal and completeness of responses to the request for proposal
- Experience and skills of team assigned to serve the City/EDA, particularly the lead advisors
- Experience with the City of Brooklyn Park
- References

## Budgetary/Fiscal Issues:

Financial advising services are included in the operating budget annually.

## Attachments:

4.3A RESOLUTION

RESOLUTION #2019-

RESOLUTION APPROVING SELECTING EHLERS ASSOCIATES AS MUNICIPAL FINANCE ADVISOR  
THROUGH THE YEAR 2024 AND AUTHORIZING CITY OFFICIALS TO ENTER  
INTO A CONTRACT FOR SERVICES

WHEREAS, in accordance with the City's purchasing policy, a request for proposals (RFP) for financial advisory services was released in July of 2019; and

WHEREAS, staff received two proposals for financial advisory services and they were both interviewed by an internal RFP Committee; and

WHEREAS, the internal RFP Committee unanimously concluded that Ehlers & Associates best met the qualifications necessary to provide service to the community at a reasonable cost.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park that staff is hereby directed to negotiate and execute a contract with Ehlers & Associates for the City's financial advisory services serving for four years beginning January 1, 2020.

# City of Brooklyn Park Request for Council Action

<b>Agenda Item:</b>	4.4	<b>Meeting Date:</b>	December 2, 2019
<b>Agenda Section:</b>	Consent	<b>Originating Department:</b>	Administration
<b>Resolution:</b>	N/A	<b>Prepared By:</b>	Devin Montero, City Clerk
<b>Ordinance:</b>	N/A		
<b>Attachments:</b>	1	<b>Presented By:</b>	Devin Montero
<b>Item:</b>	Accept Petition Regarding the Completion of 93rd Avenue North		

## City Manager's Proposed Action:

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO ACCEPT AND DISPENSE WITH THE READING OF THE PETITION SUBMITTED BY COLLETTE GUYOTT-HEMPEL ON NOVEMBER 25, 2019 REGARDING THE COMPLETION OF 93RD AVENUE NORTH.

## Overview:

At the Council meeting on Monday, November 25, 2019, Ms. Collette Guyott-Hempel submitted the petition to the City Clerk.

Per city code 30.26, "Petitions and other papers addressed to the Council must be in writing and filed with the City Clerk not later than 3:00 p.m. the Wednesday prior to any regular meeting at which it will be presented. At the time of the meeting, such papers must be read by the City Clerk unless the reading is dispensed by unanimous consent of the Council."

**Primary Issues/Alternatives to Consider:** N/A

**Budgetary/Fiscal Issues:** N/A

## Attachments:

4.4A PETITION

## **Petition for the Brooklyn Park City Council to complete design and reconstruction of our neighborhood collector street 93<sup>rd</sup> Ave N and reduce traffic speed between Regent Parkway/ Avenue and Zane Avenue**

### **We do respectfully request the completion of 93<sup>rd</sup> Avenue North**

Whereas, 93<sup>rd</sup> Ave was reassigned a city street under city council control between Zane and Noble Parkway when 610 was built and City Council Members agreed to maintenance and street design costs going forward.

Whereas the city council has made additional approaches Urbana Courts/Urbana Place approach and 94<sup>th</sup> Ave street connections to 93<sup>rd</sup> and planned a left turn lane to 94<sup>th</sup>, increasing traffic and need for a slower speed to provide safety for pedestrians and bikes alike, we request a speed limit change to make this roadway consistent with 93<sup>rd</sup> from Regent to Noble Parkway.

Whereas, construction and road funds were collected for the improvements by Edinburgh Gardens Third Edition, Lennar Homes, Trident Development and Pulte Homes and this roadway is a Municipal State Aid funding road no further collection of special assessments of properties are appropriate to complete this project.

Whereas 500 additional housing units-townhomes and apartments are expected to be completed in 2020, we do request a sidewalk or asphalt pathway for bikes/pedestrians connect Zane to Regent Avenue/Parkway. This is following the city street and parks mission of connecting trails and making the community more pedestrian and bike friendly.

Whereas the 4 way stop provides equal right of way to all directions based on who made a complete stop first, we respectfully request it remains the traffic control at Regent Ave/Parkway and 93<sup>rd</sup> Ave N, round about is a cost prohibitive factor not necessary.

Whereas the safety of residents living in our neighborhood should warrant the completion of this project timely and speed change immediately. We respectfully request your actions to include this project in the 2020 budget.

# Edinburgh Gardens

**Petition for the Brooklyn Park City Council to complete design and reconstruction of our neighborhood collector street 93<sup>rd</sup> Ave N and reduce traffic speed between Regent Parkway/ Avenue and Zane Avenue**

Name Printed	Address	Signature
Collette Guyott-Hempel	9277 Trinity Gardens B.Park	Collette M Guyott Hempel
Angh Yag	9224 Victoria Ct.	[Signature]
Almaz Belay	9232 Victoria Ct.	Almaz Belay
Brad Pitlick	9220 Woodhall By N	[Signature]
Noomi Pitlick	9220 Woodhall By N	Noomi Pitlick
David Eddins	9225 Woodhall By N	[Signature]
Daniel Mutterer	9229 Woodhall	[Signature]
[Signature]	9237 Woodhall	[Signature]
Erin Simon	9223 Woodhall	[Signature]
Sebastine Dennis	6485 Cavell Ave N	S Dennis Speedway Empl
[Signature]	Speedway employ	[Signature]
BILL Hempel	9277 TRINITY Gardens	Bill Hempel
Will Hempel	9277 Trinity Gardens	William B. Hempel

Submitted Collette M Guyott Hempel Date 11/25/19

## **Petition for the Brooklyn Park City Council to complete design and reconstruction of our neighborhood collector street 93<sup>rd</sup> Ave N and reduce traffic speed between Regent Parkway/ Avenue and Zane Avenue**

### **We do respectfully request the completion of 93<sup>rd</sup> Avenue North**

Whereas, 93<sup>rd</sup> Ave was reassigned a city street under city council control between Zane and Noble Parkway when 610 was built and City Council Members agreed to maintenance and street design costs going forward.

Whereas the city council has made additional approaches Urbana Courts/Urbana Place approach and 94<sup>th</sup> Ave street connections to 93<sup>rd</sup> and planned a left turn lane to 94<sup>th</sup>, increasing traffic and need for a slower speed to provide safety for pedestrians and bikes alike, we request a speed limit change to make this roadway consistent with 93<sup>rd</sup> from Regent to Noble Parkway.

Whereas, construction and road funds were collected for the improvements by Edinburgh Gardens Third Edition, Lennar Homes, Trident Development and Pulte Homes and this roadway is a Municipal State Aid funding road no further collection of special assessments of properties are appropriate to complete this project.

Whereas 500 additional housing units-townhomes and apartments are expected to be completed in 2020, we do request a sidewalk or asphalt pathway for bikes/pedestrians connect Zane to Regent Avenue/Parkway. This is following the city street and parks mission of connecting trails and making the community more pedestrian and bike friendly.

Whereas the 4 way stop provides equal right of way to all directions based on who made a complete stop first, we respectfully request it remains the traffic control at Regent Ave/Parkway and 93<sup>rd</sup> Ave N, round about is a cost prohibitive factor not necessary.

Whereas the safety of residents living in our neighborhood should warrant the completion of this project timely and speed change immediately. We respectfully request your actions to include this project in the 2020 budget.



## **Petition for the Brooklyn Park City Council to complete design and reconstruction of our neighborhood collector street 93<sup>rd</sup> Ave N and reduce traffic speed between Regent Parkway/ Avenue and Zane Avenue**

### **We do respectfully request the completion of 93<sup>rd</sup> Avenue North**

Whereas, 93<sup>rd</sup> Ave was reassigned a city street under city council control between Zane and Noble Parkway when 610 was built and City Council Members agreed to maintenance and street design costs going forward.

Whereas the city council has made additional approaches Urbana Courts/Urbana Place approach and 94<sup>th</sup> Ave street connections to 93<sup>rd</sup> and planned a left turn lane to 94<sup>th</sup>, increasing traffic and need for a slower speed to provide safety for pedestrians and bikes alike, we request a speed limit change to make this roadway consistent with 93<sup>rd</sup> from Regent to Noble Parkway.

Whereas, construction and road funds were collected for the improvements by Edinburgh Gardens Third Edition, Lennar Homes, Trident Development and Pulte Homes and this roadway is a Municipal State Aid funding road no further collection of special assessments of properties are appropriate to complete this project.

Whereas 500 additional housing units-townhomes and apartments are expected to be completed in 2020, we do request a sidewalk or asphalt pathway for bikes/pedestrians connect Zane to Regent Avenue/Parkway. This is following the city street and parks mission of connecting trails and making the community more pedestrian and bike friendly.

Whereas the 4 way stop provides equal right of way to all directions based on who made a complete stop first, we respectfully request it remains the traffic control at Regent Ave/Parkway and 93<sup>rd</sup> Ave N, round about is a cost prohibitive factor not necessary.

Whereas the safety of residents living in our neighborhood should warrant the completion of this project timely and speed change immediately. We respectfully request your actions to include this project in the 2020 budget.



# City of Brooklyn Park Request for Council Action

<b>Agenda Item:</b>	4.5	<b>Meeting Date:</b>	December 2, 2019
<b>Agenda Section:</b>	Consent	<b>Originating Department:</b>	Administration
<b>Resolution:</b>	X	<b>Prepared By:</b>	Devin Montero, City Clerk
<b>Ordinance:</b>	N/A		
<b>Attachments:</b>	2	<b>Presented By:</b>	Devin Montero
<b>Item:</b>	Resolution Establishing an Absentee Ballot Board, Appointing Absentee Ballot Board Judges and Appointing all Members Appointed as the Hennepin County Absentee Ballot Board to Act as the Brooklyn Park Absentee Ballot Board for the March 3, August 11, and November 3, 2020 Elections		

## City Manager's Proposed Action:

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO WAIVE THE READING AND ADOPT RESOLUTION #2019-\_\_\_\_ ESTABLISHING AN ABSENTEE BALLOT BOARD, APPOINTING ABSENTEE BALLOT BOARD JUDGES FOR THE MARCH 3, PRESIDENTIAL NOMINATION PRIMARY, AUGUST 11 PRIMARY AND NOVEMBER 3, 2020 GENERAL ELECTIONS AND APPOINT ALL MEMBERS APPOINTED AS THE HENNEPIN COUNTY ABSENTEE BALLOT BOARD TO ACT AS THE BROOKLYN PARK ABSENTEE BALLOT BOARD FOR THE MARCH 3, AUGUST 11 AND NOVEMBER 3, 2020 ELECTIONS.

## Overview:

In 2016, legislation was passed establishing a presidential nomination primary that will be held on March 3, 2020. The regular Primary will be on August 11 and General Election on November 3, 2020.

Minnesota State Statute 203B.121, Subdivision 1, requires a ballot board to be established by ordinance or resolution. The Board must consist of sufficient number of trained elections judges appointed by the Council.

The City of Brooklyn Park is a delegated city for absentee voting purposes and Hennepin County will complete the initial phase of the accepting and rejecting for all in-person (Brooklyn Park) absentee ballots received at the Hennepin County Government Center counter. In doing so, it provides the following benefits:

- All in-person absentee voters at Hennepin County will be reviewed within 24 hours or less and contacted immediately if there is a problem or issue.
- Relieves the County from sending on a daily basis ballots received for Brooklyn Park and then requiring the Brooklyn Park Ballot Board to accept and reject within 5 or 3 days.

Adopting the resolution establishes a Ballot Board, appoints ballot board judges and also allows members of the Hennepin County Absentee Ballot Board to act as the Brooklyn Park Absentee Ballot Board when reviewing in-person absentee ballots received at the Hennepin County Government Center counter.

**Primary Issues/Alternatives to Consider:** N/A

**Budgetary/Fiscal Issues:** N/A

## Attachments:

- 4.5A RESOLUTION
- 4.5B EXHIBIT A

RESOLUTION #2019-

RESOLUTION ESTABLISHING AN ABSENTEE BALLOT BOARD, APPOINTING ABSENTEE BALLOT BOARD JUDGES FOR THE MARCH 3, PRESIDENTIAL NOMINATION PRIMARY, AUGUST 14 PRIMARY AND NOVEMBER 3, 2020 GENERAL ELECTIONS AND APPOINT ALL MEMBERS APPOINTED AS THE HENNEPIN COUNTY ABSENTEE BALLOT BOARD TO ACT AS THE BROOKLYN PARK ABSENTEE BALLOT BOARD FOR THE MARCH 3, AUGUST 11 AND NOVEMBER 3, 2020 ELECTIONS

WHEREAS, in 2016, legislation was passed establishing a presidential nomination primary and will be held on March 3, 2020. The regular Primary Election will be held on August 11 and General Election on November 3, 2020; and

WHEREAS, Minnesota State Statute 203B.121, Subdivision 1, requires a ballot board to be established by ordinance or resolution; and

WHEREAS, this board will bring uniformity in the processing of accepting or rejecting returned absentee ballots in the city of Brooklyn Park; and

WHEREAS, the Absentee Ballot Board would consist of a sufficient number of election judges as provided in sections 204B.19 to 204B.22 or deputy clerks trained in the processing and counting of absentee ballots.

NOW, THEREFORE, BE IT RESOLVED that the City of Brooklyn Park City Council hereby establishes an Absentee Ballot Board that would consist of a sufficient number of election judges as provided in sections 204B.19 to 204B.22 or deputy clerks to perform the task; and

BE IT FURTHER RESOLVED by the City Council of the City of Brooklyn Park that the absentee ballot board judges for the March 3, 2020 Presidential Nomination Primary, August 11, 2020 Primary and November 3, 2020 General Election be appointed as presented by the City Clerk, per Exhibit A attached hereto and made a part hereof and further authorizing the City Clerk to appoint additional judges if needed; and

BE IT FURTHER RESOLVED, by the City Council of the City of Brooklyn Park to appoint all members appointed to the Hennepin County Absentee Ballot Board as authorized under Minn. Stat. 204B.21, subd. 2 under the direction of the Hennepin County Elections Manager to act as the City of Brooklyn Park Absentee Ballot Board when reviewing in person absentee ballots received at the Hennepin County Government Center counter.

EXHIBIT A

Patrick Desbonnett  
Alver Abrahamson  
Linda Wienmann  
Carol Parks  
Catherine Oslund  
Nancy Abrahamson  
Judy Bonnell  
Robert Edelstein

# City of Brooklyn Park Request for Council Action

<b>Agenda Item:</b>	4.6	<b>Meeting Date:</b>	December 2, 2019
<b>Agenda Section:</b>	Consent	<b>Originating Department:</b>	Police
<b>Resolution:</b>	X	<b>Prepared By:</b>	Chief Craig Enevoldsen
<b>Ordinance:</b>	N/A		
<b>Attachments:</b>	1	<b>Presented By:</b>	Chief Craig Enevoldsen
<b>Item:</b>	Donation of Uniforms to Margibi County, Liberia		

## City Manager's Proposed Action:

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO WAIVE THE READING AND ADOPT RESOLUTION #2019-\_\_\_\_\_ AUTHORIZING A DONATION OF UNIFORMS TO MARGIBI COUNTY, LIBERIA.

## Overview:

The City of Brooklyn Park has a sister-city relationship with Kakata, Liberia. Kakata is the capital city of Margibi County. On October 30, 2019, staff met with a contingent of Margibi County leadership, including Police Chief Sylvester Hina. During this meeting, Chief Hina indicated he had recently taken over as Chief of the Margibi Police force and found it to be in dire straits. We agreed to meet again and to set up meetings with other law enforcement officials.

Chief Enevoldsen met with Chief Hina again on November 21. During that meeting Chief Hina indicated that he oversees the police operations of all of Margibi County, population 209,000. He has 150 officers that are dispersed over twelve stations, covering 36 cities. His evaluation of the situation left him with four distinct needs. They are pay, training, transportation, and uniforms.

Over the past several decades, the Brooklyn Park Police Department has accumulated hundreds of previously worn uniform shirts and pants. Some uniforms are re-issued to new hires and some are kept in the case of emergencies. A vast number of the uniforms cannot be re-issued given their condition and/or age. Chief Hina looked at these uniforms and indicated that his police force would be delighted to take possession of them.

Pastor Alexander Collins, committee chair for the sister-city relationship, is having a shipping container sent to Liberia in mid-December. With Council permission, we would like to send our old uniforms that cannot be re-issued.

This donation is in support of our sister-city relationship and will help to legitimize the Margibi police in their enforcement efforts.

## Primary Issues/Alternatives to Consider:

The uniforms that would be sent have no monetary value to the city. They cannot be sold or re-issued, given their condition. We would remove all patches or insignias that would identify the City of Brooklyn Park prior to shipping.

## Budgetary/Fiscal Issues:

We currently have an intern that can take the time to remove patches and arrange this work.

## Attachments:

4.6A RESOLUTION

RESOLUTION #2019-

RESOLUTION APPROVING A DONATION OF UNIFORMS TO  
MARGIBI COUNTY, LIBERIA

WHEREAS, the City of Brooklyn Park has a sister-city relationship with Kakata, the capital city of Margibi County, Liberia; and

WHEREAS, Chief Sylvester Hina recently took over the Margibi County Police force and found the organization to have distinct needs, including uniforms; and

WHEREAS, the Brooklyn Park Police Department has accumulated previously worn uniform shirts and pants that cannot be re-issued given their condition and/or age; and

WHEREAS, the uniforms have no monetary value to the City of Brooklyn Park; and

WHEREAS the donation of the uniforms to Margibi County will support the sister-city relationship and help legitimize the Margibi police in their enforcement efforts.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park to donate uniforms to the police force of Margibi County, Liberia.

# City of Brooklyn Park Request for Council Action

<b>Agenda Item:</b>	5.1	<b>Meeting Date:</b>	December 2, 2019
<b>Agenda Section:</b>	Public Hearings	<b>Originating Department:</b>	Finance and Operations and Maintenance
<b>Resolution:</b>	N/A	<b>Prepared By:</b>	LaTonia Green, Finance Director Jody Yungers, Recreation and Parks Director Dan Ruiz, O&M Director
<b>Ordinance:</b>	N/A		
<b>Attachments:</b>	N/A	<b>Presented By:</b>	LaTonia Green, Jody Yungers, Dan Ruiz
<b>Item:</b>	2020-2021 Proposed Operating Budget and 2020-2024 Capital Improvement Plan/Capital Equipment Plan Public Hearing (Truth in Taxation)		

## City Manager's Proposed Action:

Present the proposed 2020-2024 Capital Improvement Plan (CIP), 2020-2024 Capital Equipment Plan (CEP) and 2020-2021 Operating Budget and hold public hearing.

## Overview:

The City is required to hold a public hearing on the budget and property tax levy prior to their adoption. Following the public hearing, the City Council may adopt the budget and tax levy at the same Council meeting. Staff is recommending the budget be adopted at the December 9, 2019 Council meeting.

In addition, the City Council is asked to review the proposed 2020-2024 CIP and CEP. The CIP represents necessary projects for general public buildings, park and recreation facilities, public utility facilities, and transportation facilities. The CEP represents necessary replacements of vehicles/equipment, information technology support equipment, and miscellaneous support equipment (800 MHz radios, warning sirens, etc.). The CIP and CEP include five-year summaries of estimated expenditures by year and by funding sources. These estimates and projections are necessary for financial planning by identifying sources (fund reserves, revenues, grants, bonding, etc.) needed to accomplish the proposed projects.

The proposals were presented to the Community Long-range Improvement Commission (CLIC) and Budget Advisory Commission (BAC) at a joint meeting on September 12, 2019.

The City Council received a hard copy of the draft CIP/CEP and a summary of the 2020-2021 operating budget at the Council November 25, 2019 meeting.

**Primary Issues/Alternatives to Consider:** N/A

**Budgetary/Fiscal Issues:** N/A

**Attachments:** N/A

# City of Brooklyn Park Request for Council Action

<b>Agenda Item:</b>	7.1	<b>Meeting Date:</b>	December 2, 2019
<b>Agenda Section:</b>	General Action Items	<b>Originating Department:</b>	Administration
<b>Resolution:</b>	N/A	<b>Prepared By:</b>	Marlene Kryder, Program Asst. Jay Stroebel, City Manager
<b>Ordinance:</b>	N/A		
<b>Attachments:</b>	3	<b>Presented By:</b>	Jay Stroebel
<b>Item:</b>	Approval of the 2020 Council and EDA Meeting Dates		

## City Manager's Proposed Action:

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO APPROVE THE COUNCIL AND EDA MEETING DATES FOR 2020 WITH THE FOLLOWING PROPOSED CHANGES TO THE REGULAR MEETING SCHEDULE:

1. CHANGE THE JANUARY 6 WORK SESSION TO A REGULAR MEETING.
2. CANCEL THE MARCH 2 WORK SESSION (MARCH 3 IS THE PRESIDENTIAL NOMINATION PRIMARY ELECTION); HOLD A WORK SESSION ON MARCH 9 (2<sup>ND</sup> MONDAY). HOLD A REGULAR COUNCIL MEETING ON MARCH 16 (3<sup>RD</sup> MONDAY); HOLD THE EDA MEETING ON MARCH 23 (4<sup>TH</sup> MONDAY); HOLD A REGULAR COUNCIL MEETING ON MARCH 30 (5<sup>TH</sup> MONDAY).
3. SCHEDULE A WORK SESSION ON JUNE 29 (5<sup>TH</sup> MONDAY); CANCEL THE JULY 6 WORK SESSION).
4. CANCEL THE REGULAR COUNCIL MEETING ON AUGUST 10 (AUGUST 11 IS THE PRIMARY ELECTION); HOLD A REGULAR COUNCIL MEETING ON AUGUST 17 (3<sup>RD</sup> MONDAY); HOLD THE EDA MEETING ON AUGUST 24 (4<sup>TH</sup> MONDAY); HOLD A REGULAR COUNCIL MEETING ON AUGUST 31 (5<sup>TH</sup> MONDAY).
5. CANCEL THE NOVEMBER 2 WORK SESSION (NOVEMBER 3 IS THE GENERAL ELECTION). HOLD A COUNCIL WORK SESSION ON NOVEMBER 9 (2<sup>ND</sup> MONDAY); HOLD A REGULAR COUNCIL MEETING ON NOVEMBER 16 (3<sup>RD</sup> MONDAY); HOLD THE EDA MEETING ON NOVEMBER 23 (4<sup>TH</sup> MONDAY); HOLD A REGULAR COUNCIL MEETING ON NOVEMBER 30 (5<sup>TH</sup> MONDAY).
6. CHANGE THE DECEMBER 7, 2019 WORK SESSION TO A REGULAR MEETING.
7. CANCEL THE REGULAR COUNCIL MEETING ON DECEMBER 28.

## Overview:

Currently, the City Council work session is held on the first Monday of the month, the regular City Council meetings are held on the second and fourth Mondays, and the EDA meetings are held on the third Monday of each month.

City Code states:

### **§ 30.15 MEETINGS.**

The Council has regular meetings on the first, second and fourth Mondays of each month commencing at 7:00 p.m. If any of the Mondays falls on a holiday, the Council will have its regular meeting on the following day and adjourned special meetings at any other time the Council may deem proper. All meetings are held in the City Hall or elsewhere as designated by the Council.

The attached 2020 meeting calendar shows the regular meeting dates per City Code. This will be updated to reflect changes approved by the City Council.

**Primary Issues/Alternatives to Consider:** N/A

**Budgetary/Fiscal Issues:** N/A

**Attachments:**

- 7.1A 2020 MEETING CALENDAR PER ORDINANCE AND SCHEDULE
- 7.1B 2020 MEETING CALENDAR WITH PROPOSED CHANGES
- 7.1C 2020 CALENDAR

**CITY OF BROOKLYN PARK**  
**2020 REGULAR CITY COUNCIL, COUNCIL WORK SESSIONS AND EDA MEETING DATES**

Meetings begin at 7:00 p.m. – 1<sup>st</sup> four Mondays of the month  
Brooklyn Park City Hall, 5200 85<sup>th</sup> Avenue North  
Ph. 763-424-8000 Fax 763-493-8391  
NOTE: ALL DATES ARE SUBJECT TO CHANGE

<b>JANUARY</b>	<b>FEBRUARY</b>	<b>MARCH</b>	<b>APRIL</b>
6 – Council Work Session 13 – Council 21 – EDA (Tues)* 27 – Council  *Martin Luther King, Jr. Day - 20	3 – Council Work Session 10 – Council 18 – EDA (Tues)* 24 – Council  *Presidents’ Day - 17	2 – Council Work Session 9 – Council 16 – EDA 23 – Council 30 – (No meeting – 5 <sup>th</sup> Monday)	6 – Council Work Session 13 – Council 20 – EDA 27 – Council
<b>MAY</b>	<b>JUNE</b>	<b>JULY</b>	<b>AUGUST</b>
4 – Council Work Session 11 – Council 18 – EDA 26 – Council (Tues)*  *Memorial Day - 25	1 – Council Work Session 8 – Council 15 – EDA 22 – Council 29 – (No meeting – 5 <sup>th</sup> Monday)	6 – Council Work Session 13 – Council 20 – EDA 27 – Council	3 – Council Work Session 10 – Council 17 – EDA 24 – Council 31 – (No meeting – 5 <sup>th</sup> Monday)
<b>SEPTEMBER</b>	<b>OCTOBER</b>	<b>NOVEMBER</b>	<b>DECEMBER</b>
8 – Council Work Session (Tues)* 14 – Council 21 – EDA 28 – Council  *Labor Day - 7	5 – Council Work Session 12 – Council 19 – EDA 26 – Council	2 – Council Work Session 9 – Council 16 – EDA 23 – Council 30 – (No meeting – 5 <sup>th</sup> Monday)	7 – Council Work Session 14 – Council 21 – EDA 28 – Council  Next meeting – Jan. 4, 2021
			<b>PLEASE POST</b>

## CITY OF BROOKLYN PARK

### 2020 REGULAR CITY COUNCIL, COUNCIL WORK SESSIONS AND EDA MEETING DATES

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NOTE: ALL DATES ARE SUBJECT TO CHANGE

<b>JANUARY</b>	<b>FEBRUARY</b>	<b>MARCH</b>	<b>APRIL</b>
<p><b>6 – Council</b> 13 – Council 21 – EDA (Tues)* 27 – Council</p> <p><small>*Martin Luther King, Jr. Day - 20</small></p>	<p>3 – Council Work Session 10 – Council 18 – EDA (Tues)* 24 – Council</p> <p><small>*Presidents’ Day - 17</small></p>	<p><del>2 – Council Work Session Cancelled</del> <b>9 – Council Work Session</b> 16 – EDA Council 23 – Council EDA <del>30 – (No meeting – 5<sup>th</sup> Monday) Council</del></p>	<p>6 – Council Work Session 13 – Council 20 – EDA 27 – Council</p>
<b>MAY</b>	<b>JUNE</b>	<b>JULY</b>	<b>AUGUST</b>
<p>4 – Council Work Session 11 – Council 18 – EDA 26 – Council (Tues)*</p> <p><small>*Memorial Day - 25</small></p>	<p>1 – Council Work Session 8 – Council 15 – EDA 22 – Council <del>29 – (No meeting – 5<sup>th</sup> Monday) Council</del> <b>Work Session</b></p>	<p><del>6 – Council Work Session Cancelled</del> 13 – Council 20 – EDA 27 – Council</p>	<p>3 – Council Work Session <del>10 – Council Cancelled</del> <b>17 – EDA Council</b> <b>24 – Council-EDA</b> <del>31 – (No meeting – 5<sup>th</sup> Monday) Council</del></p>
<b>SEPTEMBER</b>	<b>OCTOBER</b>	<b>NOVEMBER</b>	<b>DECEMBER</b>
<p>8 – Council Work Session (Tues)* 14 – Council 21 – EDA 28 – Council</p> <p><small>*Labor Day - 7</small></p>	<p>5 – Council Work Session 12 – Council 19 – EDA 26 – Council</p>	<p><del>2 – Council Work Session Cancelled</del> <b>9 – Council Work Session</b> 16 – EDA Council 23 – Council-EDA <del>30 – (No meeting – 5<sup>th</sup> Monday) Council</del></p>	<p><b>7 – Council</b> 14 – Council 21 – EDA <del>28 – Council Cancelled</del> Next meeting – Jan. 4, 2021</p>
			<b>PLEASE POST</b>

S:\Administration\Council Calendars\Meeting Dates for the Year\DATES 2020 Council EDA.docx Rev. 112519

Recommendations: Change the January 6 and December 7 Work Sessions to Regular Council Meetings. Cancel the March 2 and November 2 Work Sessions, and the August 10 Regular Council Meeting (due to elections the following day) and move other meeting dates in those months out by a week. Hold a Work Session on June 29 (5<sup>th</sup> Monday) and cancel the July 6 Work Session. Cancel the December 28 Regular Council Meeting.

# 2020

## Holidays & Observances

### January

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

### February

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

### March

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

### April

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

### May

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

### June

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

### July

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

### August

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

### September

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

### October

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

### November

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

### December

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

- Jan 01** New Year's Day
- Jan 20** Martin Luther King Day
- Jan 25** Chinese New Year
- Feb 12** Lincoln's Birthday
- Feb 14** Valentine's Day
- Feb 17** President's Day
- Feb 26** Ash Wednesday
- Mar 08** Daylight Saving (begin)
- Mar 17** St. Patrick's Day
- Mar 20** Vernal equinox (GMT)
- Apr 01** April Fool's Day
- Apr 09** Passover
- Apr 12** Easter
- Apr 22** Admin Assistants Day
- Apr 24** Ramadan begins
- May 10** Mother's Day
- May 25** Memorial Day
- May 31** Pentecost
- Jun 14** Flag Day
- Jun 20** June Solstice (GMT)
- Jun 21** Father's Day
- Jul 04** Independence Day
- Sep 07** Labor Day
- Sep 19** Rosh Hashanah
- Sep 22** Autumnal equinox (GMT)
- Oct 12** Columbus Day
- Oct 31** Halloween
- Nov 01** Daylight Saving (end)
- Nov 11** Veterans Day
- Nov 26** Thanksgiving
- Dec 10** Hanukkah begins
- Dec 21** December Solstice (GMT)
- Dec 25** Christmas Day
- Dec 26** Kwanzaa begins
- Dec 31** New Year's Eve

# City of Brooklyn Park Request for Council Action

<b>Agenda Item:</b>	7.2	<b>Meeting Date:</b>	December 2, 2019
<b>Agenda Section:</b>	General Action Items	<b>Originating Department:</b>	Operations and Maintenance – Engineering Division
<b>Resolution:</b>	X	<b>Prepared By:</b>	Jeff Holstein, City Transportation Engineer
<b>Ordinance:</b>	N/A		
<b>Attachments:</b>	3	<b>Presented By:</b>	Jesse Struve, City Engineer
<b>Item:</b>	Approve Amendment #2 to Agreement with Consultant for the Trunk Highway 169 / 101 <sup>st</sup> Avenue Interchange Project; CIP 4042		

## City Manager's Proposed Action:

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO WAIVE THE READING AND ADOPT RESOLUTION #2019-\_\_\_\_ TO APPROVE AMENDING THE SUPPLEMENTAL LETTER AGREEMENT WITH WSB & ASSOCIATES, INC. TO PROVIDE RIGHT OF WAY ACQUISITION SERVICES FOR THE TRUNK HIGHWAY 169 / 101<sup>ST</sup> AVENUE INTERCHANGE; CIP 4042.

## Overview:

At the July 23, 2018 City Council meeting, the City Council approved retaining WSB & Associates, Inc. (Resolution #2018-104) to provide right of way acquisition services for the Highway 169 / 101<sup>st</sup> Avenue Interchange Project. A Supplemental Letter of Agreement and attached work scope was executed with WSB for the project. The project scope was expanded and an amendment (#1) to the agreement was approved by the City Council on July 8, 2019 (Resolution #2019-109).

## Right of Way Acquisition

- Additional Project Management Team meetings with City, SRF and MnDOT necessary due to project complexity.
- Additional parcel sketches and parcel descriptions necessary for Xcel Relocation and Parcel 10 survey.
- Additional relocation work including one more business and additional property inspections.
- Additional work for direct purchase activities and coordination with private utilities for easements after title and possession date of October 14.

The original approved cost for the right of way acquisition services agreement with WSB & Associates, Inc. was \$97,182. Amendment #1 added \$39,722 of out of scope items for a current total of \$136,904. Amendment #2 would add \$21,748 of out of scope items for a new total of \$158,652.

City staff has reviewed these items and costs and find them to be reasonable and necessary. Staff recommends the City Council approve amending the agreement with WSB & Associates, Inc. for right of way acquisition services for the TH 169 / 101<sup>st</sup> Avenue Interchange.

**Primary Issues/Alternatives to Consider:** N/A

## **Budgetary/Fiscal Issues:**

This project is included in the 2019-2023 CIP as CIP 4042 with total expenditures estimated at \$30 million. This item is for design and right of way acquisition services assumed for 2019 and is budgeted at \$2 million. The City has spent \$1,132,000 of the budgeted amount. Thus, there is adequate budget to accommodate the additional \$21,748.

**Attachments:**

- 7.2A RESOLUTION
- 7.2B WSB AMENDMENT TABLE
- 7.2C LOCATION MAP

RESOLUTION #2019-

RESOLUTION TO APPROVE AMENDING THE SUPPLEMENTAL LETTER AGREEMENT  
WITH WSB & ASSOCIATES, INC. TO PROVIDE RIGHT OF WAY ACQUISITION SERVICES FOR THE  
TRUNK HIGHWAY 169 / 101<sup>ST</sup> AVENUE INTERCHANGE; CIP 4042

WHEREAS, a Master Agreement (four-year duration) with WSB & Associates, Inc. was approved for Planning / Land Use and Engineering services by the City Council on June 12, 2017; and

WHEREAS, the Master Agreement provides for individual projects to be negotiated by supplemental letter agreements; and

WHEREAS, on July 23, 2018, the City Council approved Supplemental Letter Agreement #1 with WSB & Associates, Inc. to provide right of way acquisition services for the Trunk Highway 169 / 101<sup>st</sup> Avenue Interchange at a cost of \$97,182; and

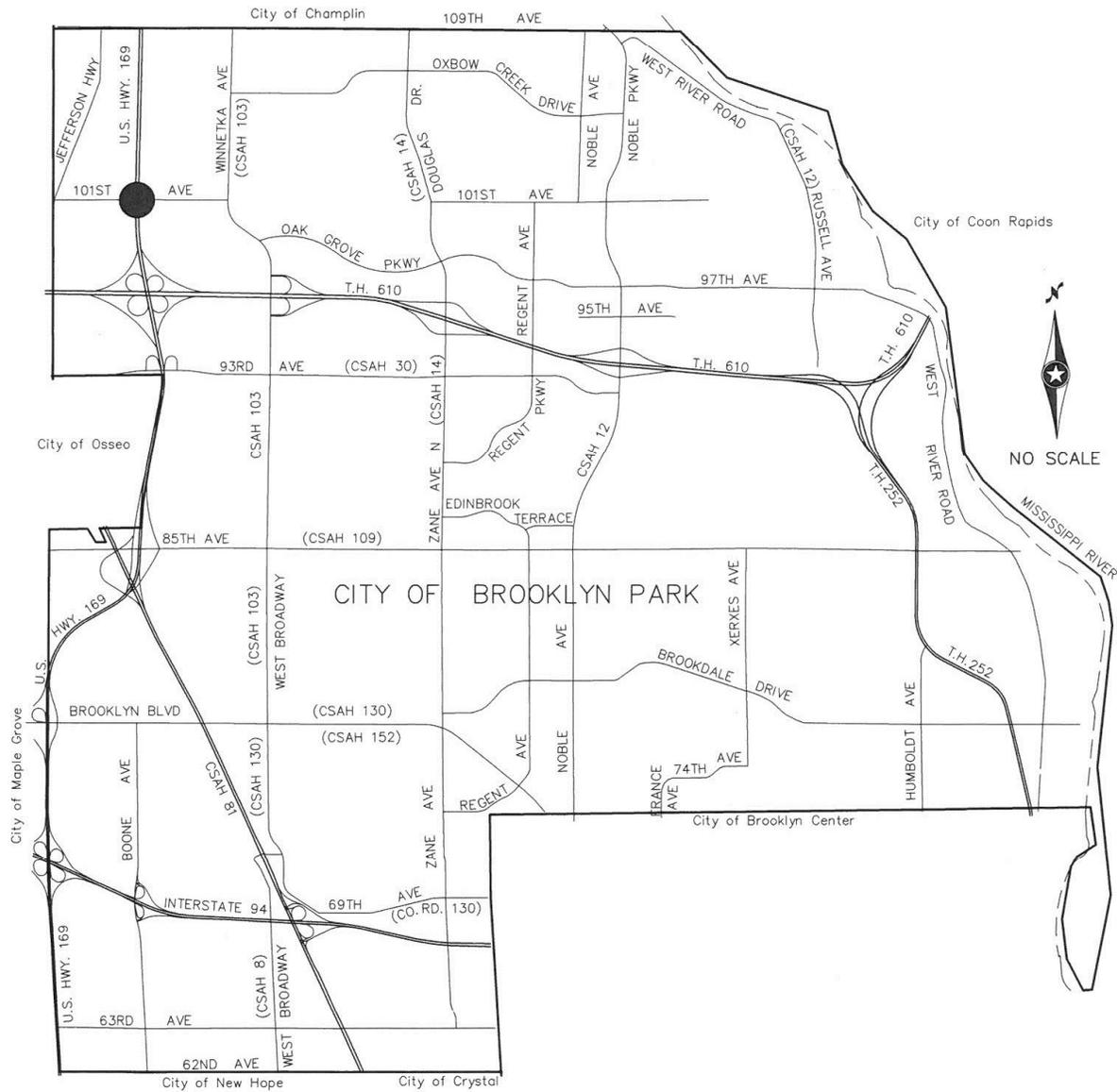
WHEREAS, on July 8, 2019 the City Council approved amendment #1 to Supplemental Agreement #1 for out of scope items provided by WSB to complete additional right of way acquisition services; and

WHEREAS, more additional out of scope items have been provided or will be provided by WSB to complete the right of way acquisition services at a cost of \$21,748 and these items have been reviewed by staff and determined to be complete and of reasonable cost.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park to approve amending the Supplemental Letter Agreement with WSB & Associates, Inc. to include these additional items to provide right of way acquisition services for the Trunk Highway 169 / 101<sup>st</sup> Avenue Interchange.

WSB & Associates Inc Amendment # 2 TH 169 / 101st Ave Interchange Final Design City of Brooklyn Park 11/21/2019							
		Project Manager	Right of Way Agent	Survey Technician	Survey Crew	Total Hours	Amendment # 1
Phase	TASKS					Total	
1.	Project Management						
1.1	a. Amendment includes additional meetings with City, SRF and DOT due to multiple design changes	4	16			20	\$2,544
2.	Parcel Sketch, Legal Descriptions						
2.1	a. Design changes on the project resulted in multiple revisions to the legal descriptions and sketches. The amount shown reflects the actual hours billed by our survey staff for work on Parcel 10 plus additional time estimated for survey work on Parcels 13 & 14.			20		20	\$2,400
3.	Relocation - Original Estimate included relocation on four (4) single family residences and 1 sign, Amendment # 1 added 3 business relocations						
3.1	a. Amendment # 2 reflects 1 additional business relocation for a total of 4 business relocations (60 hours) b. Several residential relocations are closing on new locations but are not moving at the same time resulting in additional trips for inspections. c. Additional claim preparation for multiple property inspections	8	80			88	\$10,608
4.	Direct Purchase Activities						
4.2	Direct Purchase Activities a. Additional assistance for direct purchase and condemnation after the title and possession date of October 14th	2	24			26	\$3,112
4.4	Coordination with private utilities and private easements a. Additional tasks were provided to the City, SRF and utility companies in regard to the work requirements for this task	4	12			16	\$2,084
<b>Sub-Total Cost - WSB Staff</b>							<b>\$20,748</b>
<b>Total Hours</b>		<b>18</b>	<b>132</b>	<b>20</b>	<b>0</b>	<b>170</b>	
<b>Hourly Rates</b>		<b>\$176.00</b>	<b>\$115.00</b>	<b>\$120.00</b>	<b>\$185.00</b>		
<b>Total Salary Costs</b>		<b>\$3,168.00</b>	<b>\$15,180.00</b>	<b>\$2,400.00</b>	<b>\$0.00</b>		<b>\$20,748.00</b>
<b>Sub-Consultants</b>				<b># of Parcels</b>	<b>Per Parcel</b>		
Title Commitments (2 additional titles)				2	\$500.00		\$1,000.00
<b>Sub-Consultant Total</b>							<b>\$1,000.00</b>
<b>Amendment # 2 Request</b>							<b>\$21,748.00</b>
<b>6-18-19 Contract Amount</b>							<b>\$136,904.00</b>
<b>Total Contract</b>							<b>\$158,652.00</b>

# TH 169/101ST AVE INTERCHANGE PROJECT DESIGN SERVICES AND RIGHT OF WAY ACQUISITION SERVICES CIP #4042



● PROPOSED PROJECT



# City of Brooklyn Park Request for Council Action

<b>Agenda Item:</b>	7.3	<b>Meeting Date:</b>	December 2, 2019
<b>Agenda Section:</b>	General Action Items	<b>Originating Department:</b>	Operations and Maintenance – Engineering Division
<b>Resolution:</b>	X	<b>Prepared By:</b>	Jeff Holstein, City Transportation Engineer
<b>Ordinance:</b>	N/A		
<b>Attachments:</b>	3	<b>Presented By:</b>	Jesse Struve, City Engineer
<b>Item:</b>	Approve Replacement Housing Rent Supplement of \$59,094 to Costney Egan for the Trunk Highway 169 / 101 <sup>st</sup> Avenue Interchange Project; CIP 4042		

## City Manager's Proposed Action:

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO WAIVE THE READING AND ADOPT RESOLUTION #2019-\_\_\_\_ TO APPROVE REPLACEMENT HOUSING RENT SUPPLEMENT OF \$59,094 TO COSTNEY EGAN FOR THE TRUNK HIGHWAY 169 / 101<sup>ST</sup> AVENUE INTERCHANGE PROJECT; CIP 4042.

## Overview:

The city is working toward the construction of a new interchange at the Trunk Highway 169 / 101<sup>st</sup> Avenue junction. This work included right of way acquisition from multiple parcels, including a total take of Parcel 7 (8824 101<sup>st</sup> Avenue North).

Parcel 7 is owned by Kevin Thurs and includes a rental unit. The tenant on the date the title was transferred to the city (October 14, 2019) was Costney Egan. Mr. Egan paid a monthly rent to Mr. Thurs. Minnesota Statute No. 49CFR 24.404.4 stipulates the city must provide a replacement housing payment to Mr. Egan in an amount equal to the difference of what he would pay for a replacement rental (\$1,973) minus his current rent payment (\$566) over a period of 42 months.

The city's right of way consultant (WSB & Associates, Inc.) provided documentation on the replacement housing for Mr. Egan. These documents (attached) indicate the replacement housing rental supplement payment to Mr. Egan is \$59,094.

Staff reviewed the replacement housing documents provided by WSB & Associates, Inc. for Mr. Egan and find them to be accurate and necessary. Staff recommends the City Council approve the replacement housing rent supplement of \$59,094 to Costney Egan for the TH 169 / 101<sup>st</sup> Avenue Interchange Project.

**Primary Issues/Alternatives to Consider:** N/A

## Budgetary/Fiscal Issues:

This project is included in the 2019-2023 CIP as CIP 4042 with total expenditures estimated at \$30 million. This item is for right of way acquisition assumed for 2019 and is budgeted at \$8 million. To date, the city has expended approximately \$4 million on right of way acquisition for the project. Therefore, there is adequate budget remaining to fund the requested \$59,094 replacement housing rent supplement payment.

## Attachments:

- 7.3A RESOLUTION
- 7.3B REPLACEMENT HOUSING DOCUMENTATION FROM WSB & ASSOCIATES, INC.
- 7.3C LOCATION MAP

RESOLUTION #2019-

RESOLUTION TO APPROVE REPLACEMENT HOUSING RENT SUPPLEMENT OF \$59,094 TO COSTNEY EGAN FOR THE TRUNK HIGHWAY 169 / 101<sup>ST</sup> AVENUE INTERCHANGE PROJECT; CIP 4042

WHEREAS, the Trunk Highway 169 / 101<sup>st</sup> Avenue Interchange Project required the taking of Parcel 7 (8824 101<sup>st</sup> Avenue North); and

WHEREAS, Parcel 7 includes a rental unit with tenant Costney Egan who has rented the unit for at least 90 days prior to the date of taking (October 14, 2019); and

WHEREAS, the city is required to provide a replacement housing rent supplement to Mr. Egan according to Minnesota Statute No. 49CFR 24.404.4 in the amount of \$59,094; and

WHEREAS, the replacement housing rent supplement items prepared by the city's right of way consultant (WSB & Associates, Inc.) have been reviewed by staff and determined to be accurate and necessary.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park to approve replacement housing rent supplement of \$59,094 to Costney Egan for the Trunk Highway 169 / 101<sup>st</sup> Avenue Interchange Project.



11/11/2019

To: Jeff Holstein  
City of Brooklyn Park  
5200 85<sup>th</sup> Ave. N  
Brooklyn Park, MN 55443

From: Faye M. Gillespie  
Right of Way Specialist  
WSB

Re: **PAYMENT REQUEST**

169 & 101st Interchange Project  
Parcel No: 7  
Property Address: 8824 101<sup>st</sup> Ave N, Brooklyn Park, MN

**Make Check Payable to: Costney R. Egan and Schnitker Law Office**

Mail To: Schnitker Law Office  
1330 81<sup>st</sup> Ave. NE  
Spring Lake Park, MN 55432

Total Payment Amount: **\$59,094.00**

SSN: Attached

Total Housing Supplement Amount Awarded:	\$59,094.00
Total Requested this Claim:	<u>\$59,094.00</u>
Total Supplement Amount Remaining to be Requested:	\$0.00

**Notes and Enclosed Documents:**

- Signed Claim Form
- Replacement Housing Letter
- Replacement Dwelling Lease
- \*\*W9 on file from previous payment



July 15, 2019

Mr. Costney Egan  
8824 101<sup>st</sup> Avenue N  
Brooklyn Park, MN 55445

Re: 169 & 101<sup>st</sup> Interchange Project  
PARCEL NO. 7  
Property Address: 8824 101<sup>st</sup> Avenue N, Brooklyn Park, MN  
**REPLACEMENT HOUSING RENT SUPPLEMENT**

Dear Costney,

This is to inform you that on **September 19, 2017**, the City of Brooklyn Park initiated negotiations or otherwise committed to the owner to acquire the above referenced property. In accordance with State and Federal regulations, occupants of at least 90 days prior to this date may be eligible for a rent supplement payment. The rent supplement is the difference, if any, between the rent and utilities of a rental property available on the market, and the rent and utilities you are currently paying.

A survey has been conducted of available rental housing in your area. This survey has determined that, as of this date, you are entitled to a rent supplement payment of up to **\$59,094.00**. This amount is subject to change based upon verification of household income. This amount sets the upper limit of your rental assistance payment(s) and is based on the difference between the rent and utilities of your present home, and the cost of currently available rental housing, computed for a period of three and one half years (42 months) from the date you occupy your replacement home. The rent supplement payment may be paid in installments at the agency's discretion. A replacement property is available at the following location:

**9648 – Upton Avenue N, Brooklyn Park, MN**

In order to qualify for the payment, you must occupy an approved dwelling within one year after the date you are required to vacate your present housing. Such a dwelling is one which is inspected and approved by a Relocation Advisor to assure that you have relocated into housing which meets decent, safe, and sanitary requirements. You must also provide any necessary verifications as requested by the agency.

If you rent housing that does not require you to pay this total amount over the next 42 months, your total rental assistance payment(s) will be reduced accordingly. In the event you decide to purchase a home, the supplemental rent payment may be used as a down payment, re-computed on a different basis.

If you have need of further information, please contact me at 612-246-9695.

Sincerely,  
WSB & Associates, Inc.  
  
Faye M. Gillespie  
Relocation Agent for City of Brooklyn Park

Attachment: Analysis of Comparables

Cc: Jeff Holstein, City of Brooklyn Park

178 E 9TH STREET | SUITE 200 | SAINT PAUL, MN | 55101 | 651.286.8450 | WSBENG.COM



**Standards for Decent, Safe and Sanitary Housing**

The term "decent, safe, and sanitary", or DS&S, means a dwelling which meets local housing and occupancy codes. However, any of the following standards which are not met by the local code shall apply, unless waived for good cause by the agency. The dwelling shall:

- (i) Be structurally sound, weather-tight, in good repair and adequately maintained.  
A replacement dwelling may exhibit limited and correctable deferred maintenance and/or general physical defects which do not pose a threat or prohibit habitation.
- (ii) Contain a safe electrical wiring system adequate for lighting and other devices.
- (iii) Contain a heating system capable of sustaining a healthful temperature (approximately 70°F).
- (iv) Conform to local housing and occupancy codes including size, area of living space, and habitable sleeping rooms to accommodate the displaced person. Meet requirements for separate bedrooms for children of opposite gender as outlined in the local housing code.  
Absent local codes, the Agency shall evaluate each displacee's need. Sleeping occupancy of "2-per-bedroom" is recommended, except that children of age 12 or older upon displacement shall not share a sleeping room with those of opposite gender.
- (v) Have a separate well lighted and ventilated bathroom that provides privacy to the user and contains a sink, bathtub or shower stall, and a toilet, all in good working order and properly connected to appropriate sources of water and to a sewage drainage system.  
For a housekeeping dwelling, have a kitchen area with a fully usable sink properly connected to potable hot and cold water, a functioning sewage system, and adequate space and utility service connections for a stove and refrigerator.
- (vi) Contain unobstructed egress to safe, open space at ground level.
- (vii) For a displaced person with a disability, be free of barriers precluding reasonable ingress, egress or its use by the displacee.

FOR OFFICIAL USE ONLY	Replacement Housing CLOSING and/or INCIDENTAL EXPENSES	
A. Legal, closing and related costs including title search, escrow agent/closer fees, required notary fees, preparing conveyance instruments, surveys, plat drawings, and title recording fees	\$	
B. Home Inspection Fees, Certification of Structural Soundness, etc	\$	
C. Owner's Title Policy (reimbursement limited to cost based on comparable dwelling price)	\$	
D. Other (limits may apply; verify eligibility with Relocation Advisor)	\$	
<b>Eligible Financing Related Expenses</b> (based on pre-existing financing of Displacement Dwelling; other limits may apply)		
E. Lenders Application / Commitment fees	\$	
F. Lenders, FHA or VA appraisal fees	\$	
G. Loan Origination or assumption fee (based on total principle pay-off(s) of pre-existing financing)	\$	
H. Credit Report	\$	
I. Mortgage recording fees	\$	
J. Lender's Title Policy (limited to cost based on total principle pay-off(s) of pre-existing financing)	\$	
K. Other (limits may apply; verify eligibility with Relocation Advisor)	\$	
<b>TOTAL Eligible ESTIMATED or ACTUAL Closing and/or Incidental Expenses:</b>	<b>\$</b>	
Less: Previous Claim(s) Advanced to Closing (85%) –or– Amount To Withhold from Advance Claim (15%):	<	>
Plus: Other eligible ACTUAL Closing or Incidental Expenses POC and not subject to advance withholding:	\$	
<b>Total Reimbursement Submitted This Claim</b>	<b>\$</b>	

FOR OFFICIAL USE ONLY	DOWN PAYMENT COMPUTATION	
A. Maximum Rent Supplement Determination	\$	
B. Actual Purchase Price of the Replacement Dwelling	\$	
C. <b>ELIGIBLE DOWN PAYMENT CLAIMED</b> (Lesser of "A" or "B" above –or– minimum \$7,200)	\$	(R)

FOR OFFICIAL USE ONLY	RENT SUPPLEMENT COMPUTATION	
A. Base Monthly Rent of Prime Comparable Replacement Rental, including Utilities:	\$	1973.00 /mo.
B. Base Monthly Rent of Actual Replacement Dwelling Occupied, including Utilities:	\$	2175.00 /mo.
Lesser of A. or B. above:	\$	1973.00 /mo.
C. Base Monthly Rent of Subject dwelling incl. Utilities (or 30% of Monthly Income): (If Owner-Occupied, use Economic Rent)	<\$	566.00 /mo.>
<b>TOTAL ELIGIBLE RENT SUPPLEMENT*</b> ("C" from lesser of "A" or "B", x 42 mos.)	<b>\$</b>	<b>1407.00 X 42= \$ 59,094.00 (R)</b>
*If Supplement exceeds \$7,200.00, payments will be by installments.	Less Total Previous Installments Paid:	< 0.00 >
	<b>Less Supplement Installment this Claim:</b>	<b>&lt; 59,094.00 &gt;</b>

# Residential Lease

## Clause 1. Identification of Landlord and Tenant

This agreement is entered into between Costney R Egan [Tenant] and Rhonda F Nelson [Landlord]. Each Tenant is jointly and severally liable for the payment of rent and performance of all other terms of this Agreement.

## Clause 2. Identification of Premises

Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, the premises located at 3101 Berwick Knoll Brooklyn Park MN 55443 together with the following furnishings and appliances:  
Refrigerator, Stove, Microwave, Dishwasher

Rental of the premises also includes:

## Clause 3. Limits on Use and Occupancy

The premises are to be used only as a private residence for Tenant(s) listed in Clause 1 of this Agreement, and their minor children.

Occupancy by guests for more than \_\_\_\_\_ is prohibited without Landlord's written consent and will be considered a breach of this Agreement.

## Clause 4. Term of the Tenancy

The term of the rental will begin on Sept 1, 2019, and end on Aug 30, 2021.

## Clause 5. Payment of Rent.

### Regular month rent

Tenant will pay to Landlord a monthly rent of \$ 2,175.00, payable in advance on the first day of each month, except when that day falls on a weekend or legal holiday, in which case rent is due on the next business day. Rent will be paid in the following manner unless Landlord designates otherwise:

### Delivery of payment.

Rent will be paid:

- by mail, to Rhonda Nelson 10906 Kentucky Ave N Champlin MN 55316  
 in person, at Same

**Form of payment.**

Landlord will accept payment in these forms:

- cash
- personal check made payable to Rhonda F Nelson
- certified funds or money order
- credit card
- bank debit
- electronic funds transfer

**Prorated first month's rent.**

For the period from Tenant's move-in date, \_\_\_\_\_, through the end of the month, Tenant will pay to Landlord the prorated monthly rent of \$ \_\_\_\_\_. This amount will be paid on or before the date the Tenant moves in.

**Clause 6. Late Charges**

If Tenant fails to pay the rent in full before the end of the 5th day after it's due, Tenant will pay Landlord a late charge as follows: 50.00.  
Landlord does not waive the right to insist on payment of the rent in full on the date it is due.

**Clause 7. Returned Check and Other Bank Charges**

If any check offered by Tenant to Landlord in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment," or any other reason, Tenant will pay Landlord a returned check charge of \$ 48.00.

**Clause 8. Security Deposits**

On signing this Agreement, Tenant will pay to Landlord the sum of \$ 1000.00 as a security deposit. Tenant may not, without Landlord's prior written consent, apply this security deposit to the last month's rent or to any other sum due under this Agreement. Within 15 days after Tenant has vacated the premises, returned keys, and provided Landlord with a forwarding address, Landlord will return the deposit in full or give Tenant an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by the Landlord, along with a check for any deposit balance.

**Clause 9. Utilities**

Tenant will pay all utility charges, except for the following, which will be paid by Landlord:

**Clause 10. Prohibition of Assignment and Subletting**

Tenants will not sublet any part of the premises or assign this Agreement without the prior written consent of Landlord.

- a. Tenants will not sublet or rent any part of the Premises for short-term stays of any duration, including but not limited to vacation rentals.

b. Short-stay rentals are prohibited except as authorized by law. Any short-stay rental is expressly conditioned upon the tenants' following all regulations, laws, and other requirements as a condition to offering a short-stay rental. Failure to follow all laws, ordinances, regulations, and other requirements, including any registration requirement, will be deemed a material, noncurable breach of this Agreement and will furnish cause for termination.

**Clause 11. Tenant's Maintenance Responsibilities**

Tenant will: (1) keep the premises clean, sanitary, and in good condition and, upon termination of the tenancy, return the premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear; (2) immediately notify Landlord of any defects or dangerous conditions in and about the premises of which Tenant becomes aware; and (3) reimburse Landlord, on demand by Landlord, for the cost of any repairs to the premises damaged by Tenant or Tenant's guests or business invitees through misuse or neglect.

Tenant has examined the premises, including appliances, fixtures, carpets, drapes, and paint, and has found them to be in good, safe, and clean condition and repair, except as noted in the Landlord-Tenant Checklist.

**Clause 12. Repairs and Alterations by Tenant**

a. Except as provided by law, or as authorized by the prior written consent of Landlord, Tenant will not make any repairs or alterations to the premises, including nailing holes in the walls or painting the rental unit.

b. Tenant will not, without Landlord's prior written consent, alter, rekey, or install any locks to the premises or install or alter any burglar alarm system. Tenant will provide Landlord with a key or keys capable of unlocking all such rekeyed or new locks as well as instructions on how to disarm any altered or new burglar alarm system.

**Clause 13. Prohibition of Violating Laws and Causing Disturbances**

Tenant is entitled to quiet enjoyment of the premises. Tenant and guests or invitees will not use the premises or adjacent areas in such a way as to: (1) violate any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs; (2) commit waste (severe property damage); or (3) create a nuisance by annoying, disturbing, inconveniencing, or interfering with the quiet enjoyment and peace and quiet of any other tenant or nearby resident.

**Clause 14. Pets**

No animal may be kept on the premises without Landlord's prior written consent, except animals needed by tenants who have a disability, as that term is understood by law, and \_\_\_\_\_ under the following conditions:

**Clause 15. Landlord's Right to Access**

Landlord or Landlord's agents may enter the premises in the event of an emergency, to make repairs or improvements, or to show the premises to prospective buyers or tenants. Landlord may also enter the

premises to conduct an annual inspection to check for safety or maintenance problems. Except in cases of emergency, Tenant's abandonment of the premises, court order, or where it is impractical to do so, Landlord shall give Tenant 2 days notice before entering.

**Clause 16. Extended Absences by Tenant**

Tenant will notify Landlord in advance if Tenant will be away from the premises for 7 days or more consecutive days. During such absence, Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for needed repairs.

**Clause 17. Possession of the Premises**

a. *Tenant's failure to take possession.*

If, after signing this Agreement, Tenant fails to take possession of the premises, Tenant will still be responsible for paying rent and complying with all other terms of this Agreement.

b. *Landlord's failure to deliver possession.*

If Landlord is unable to deliver possession of the premises to Tenant for any reason not within Landlord's control, including, but not limited to, partial or complete destruction of the premises, Tenant will have the right to terminate this Agreement upon proper notice as required by law. In such event, Landlord's liability to Tenant will be limited to the return of all sums previously paid by Tenant to Landlord.

**Clause 18. Tenant Rules and Regulations**

Tenant acknowledges receipt of, and has read a copy of, tenant rules and regulations, which are attached to and incorporated into this Agreement by this reference. Tenant understands that serious or repeated violations of the rules may be grounds for termination. Landlord may change the rules and regulations without notice.

**Clause 19. Payment of Court Costs and Attorney Fees in a Lawsuit**

In any action or legal proceeding to enforce any part of this Agreement, the prevailing party  shall not /  shall recover reasonable attorney fees and court costs.

**Clause 20. Disclosures**

Tenant acknowledges that Landlord has made the following disclosures regarding the premises:

- Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
- Other disclosures:

**Clause 21. Authority to Receive Legal Papers**

The Landlord, any person managing the premises, and anyone designated by the Landlord are authorized to accept service of process and receive other notices and demands, which may be delivered to:

- The Landlord, at the following address: 10906 Kentucky Ave N Champlin MN 55316

The manager, at the following address: \_\_\_\_\_

The following person, at the following address:

\_\_\_\_\_

**Clause 22. Additional Provisions**

Additional provisions are as follows:

**Clause 23. Validity of Each Part**

If any portion of this Agreement is held to be invalid, its invalidity will not affect the validity or enforceability of any other provision of this Agreement.

**Clause 24. Grounds for Termination of Tenancy**

The failure of Tenant or Tenant's guests or invitees to comply with any term of this Agreement, or the misrepresentation of any material fact on Tenant's rental application, is grounds for termination of the tenancy, with appropriate notice to Tenant and procedures as required by law.

**Clause 25. Entire Agreement**

This document constitutes the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant. Any modifications to this Agreement must be in writing signed by Landlord and Tenant.

8/17/19      B. F. Nelson      \_\_\_\_\_  
Date                      Landlord or Landlord's Agent                      Title

\_\_\_\_\_ Address

\_\_\_\_\_ City                      \_\_\_\_\_ State                      \_\_\_\_\_ Zip Code                      (7) 493-5177 Phone

8-17-19      [Signature]      \_\_\_\_\_  
Date                      Tenant                      Phone

\_\_\_\_\_ Date                      Tenant                      Phone

\_\_\_\_\_ Date                      Tenant                      Phone

**Analysis of Comparable Rentals  
City of Brooklyn Park**

S.P. \_\_\_\_\_ C.S. \_\_\_\_\_ Job No. \_\_\_\_\_ Parcel No. 7  
 Dist. \_\_\_\_\_ County Hennepin Parcel Owner Kevin Thurs

<u>Displacee - I.D. #</u>		COMPARABLE PROPERTIES		
<u>Costney Egan</u>		Comparable 1	Comparable 2	Comparable 3
STREET ADDRESS	8824 101 <sup>st</sup> Avenue N	9648 Upton Avenue N	11100 Independence Ave N	5918 Zenith Ave. N
CITY/TOWNSHIP	Brooklyn Park, MN	Brooklyn Park, MN	Champlin, MN	Brooklyn Center, MN
MONTHLY EXPENSES				
ACTUAL RENT/MONTH	\$300.00	\$1,649.00	\$1,845.00	\$1,895.00
GAS	\$266.00/month (all)	114.00	114.00	100.00
ELECTRIC	0	99.00	99.00	85.00
WATER/SEWER	0	75.00	75.00	62.00
GARBAGE	0	36.00	36.00	36.00
BASE TOTAL	<b>\$566.00</b>	<b>\$1,973.00</b>	<b>\$2,169.00</b>	<b>\$2,178.00</b>
CRITERIA AND NEEDS				
D. S. & S. (Y/N)	Y	Y	Y	Y
DENSITY	1 adult/2 bedrooms	1 adult/4 bedrooms	1 adult/4 bedrooms	1 adult/3 bedrooms
SQUARE FT.	960	2050	1900	1376
NO. OF ROOMS	6	11	11	10
NO. BEDROOMS	2	4	4	3
BATHS	1	2	2	2
BSMT/STORAGE	Unfinished	Finished	Finished	Finished
CONDITION (Equal / Better)	----	better	better	better
GARAGE	Outbuilding-shared	2 car attached	2 car attached	2 car det
LOCATION (Equal / Better)	----	Equal	Equal	Equal
OTHER FINISHED AREA	None	Basement	Basement	Basement
OTHER CONSIDERATIONS				
SCHOOLS	Anok-Henn	Anok-Henn	Anok-Henn	Robbinsdale
PUBLIC TRANSP.	NA	Available	Available	Available
CHURCH	NA	Available	Available	Available
EMPLOYMENT DIST.	Varies - NW Metro	Varies - West Metro	Varies - West Metro	Varies - West Metro

$$\frac{4583.00}{\text{Gross Monthly Income}} \times 30\% = \frac{1374}{\text{Monthly Housing Allowance}}$$

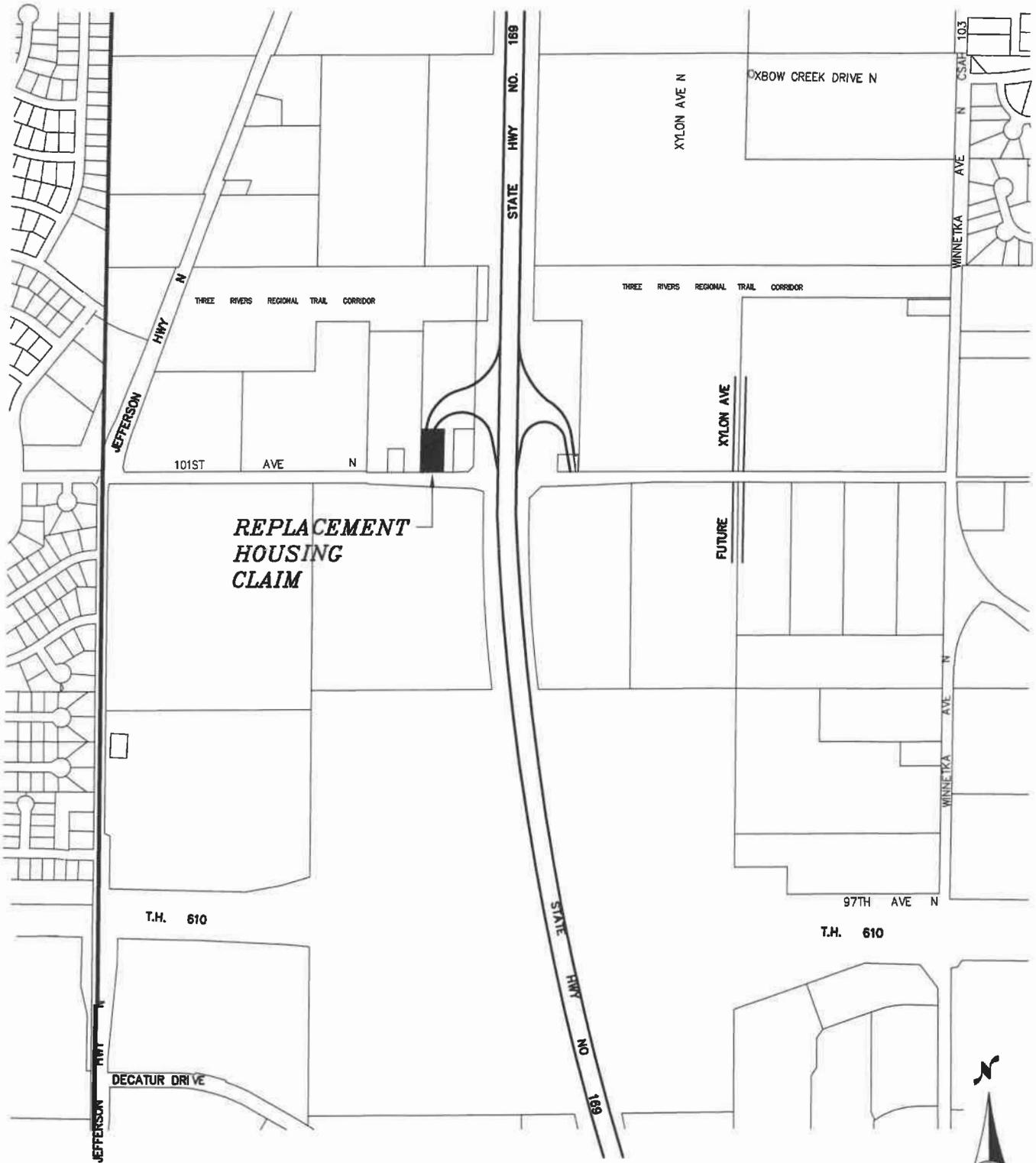
$$\frac{1973.00}{\text{Comparable Rent / mo.}} - \frac{566.00}{\text{Lessor of: Actual Rent Or: 30\% of Income}} = \frac{1407.00}{\text{Maximum Monthly Supplement}} \times 42 \text{ mos.} = \frac{\$59,094.00}{\text{Maximum Rent Supplement}}$$

I do hereby certify that the amount of **\$59,094.00** is fair, reasonable and supportable, as a supplemental rental payment. I further certify that to the best of my knowledge the replacement facilities meet requirements as set forth for decent, safe and sanitary housing, and that I have no personal interest in the proposed transaction nor will I derive any benefit from the supplemental payment.

Prepared and Certified By: Faye M. Gillespie DATE: 07/15/2019  
 Faye M. Gillespie, Relocation Advisor

APPROVED BY: [Signature] DATE: 7/15/19  
 City Engineer (CITY TRANS. ENGINEER)  
 For Jesse Struve

# LOCATION MAP



**REPLACEMENT  
HOUSING  
CLAIM**

## LEGEND



-8824 101ST AVE N.



NO SCALE

# City of Brooklyn Park Request for Council Action

<b>Agenda Item:</b>	7.4	<b>Meeting Date:</b>	December 2, 2019
<b>Agenda Section:</b>	General Action Items	<b>Originating Department:</b>	Recreation and Parks
<b>Resolution:</b>	N/A	<b>Prepared By:</b>	Jody Yungers, Director, Recreation and Parks; Jennifer Jordan, Senior Project Manager
<b>Ordinance:</b>	FIRST READING		
<b>Attachments:</b>	1	<b>Presented By:</b>	Jody Yungers
<b>Item:</b>	First Reading of an Ordinance Authorizing Conveyance of City-Owned Property (Fair Oaks Park) to Excell Academy		

## City Manager's Proposed Action:

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, WAIVE THE READING AND ADOPT ON FIRST READING AN ORDINANCE AUTHORIZING CONVEYANCE OF CITY-OWNED PROPERTY (FAIR OAKS PARK) TO EXCELL ACADEMY.

## Background:

In 2017, the Excell Academy charter school approached the City about purchasing a small section of park land to build a playground on City Property. At the time, the School was leasing the building where the school resides. Director Yungers responded that the City would not entertain this proposal as the school did not own the property and could not purchase as a lessee of the property and that the City would have to work with the current landowner to entertain this proposal.

On February 4, 2019, the City Council discussed Excell Academy's proposed purchase and expansion of the school. The key issues discussed included the City serving as a conduit for tax-exempt bond financing on behalf of the project and whether the Council was comfortable with the property moving to tax-exempt status. The Council was supportive of the project moving forward.

In August of 2019, staff received a formal request from Excell Academy to acquire a portion of Fair Oaks Park at the southeast corner of Zane Avenue and Highway 694 for the expansion of its Charter School. The School is currently leasing the 6510 Zane building but is in the process of acquiring the property.

On September 18, 2019, Recreation and Parks Director Jody Yungers brought the request to the Recreation and Parks Advisory Committee (RPAC) for discussion. Fair Oaks Park was identified as a candidate for future sale in the City's Park System Plan. RPAC was supportive of the sale but wants to ensure that the proceeds from the sale of park land be used to relocate the cricket facility currently located in Fair Oaks Park elsewhere in the system.

On October 4, 2019, Director Yungers brought the potential sale of Fair Oaks Park to the City Council Work Session to gauge their interest and discuss concerns. The City received the results of the appraisal and staff presented multiple options for the City Council to consider.

## Appraisal:

Staff requested an appraisal from Nagell Appraisal & Consulting, a firm based in Plymouth that has appraised more than 300 properties for the City of Brooklyn Park. An appraisal for all three parcels of land outlined in the map below is what makes up Fair Oaks Park. The appraisal report was received on September 4, 2019 and identified the greatest value (business) for the property at \$1,130,000 (\$4.47 x 252,648) both with and without the storm water pond, which is currently in use by MnDOT.

The City Assessor determined the cost per square foot for park value to be \$694,949 (\$2.75 x 252,648).

The table below lays out multiple options to be considered and references the potential vertical split of the property that aligns with the Excell Academy proposed expansion, thus allowing for the potential of a future business building to be developed on the west parcel.

#### Primary Issues/Alternatives to Consider:

Options	Strategy for Price Determination	Acres	Price	Price per Acre	Price per Square Foot
1	Sell full at Industrial value (5.8 acres)	5.8	\$1,130,000	\$194,828	\$4.47
2	Sell full at split value (W-Ind, E-Park) (5.8 acres)	5.8	\$888,514	\$153,192	\$3.52
3	Sell full at Park value (5.8 acres)	5.8	\$694,949	\$119,819	\$2.75
4	Sell only east portion at Industrial value (try to sell remaining 2.9-acre west portion to adjacent industrial property owner)	2.7	\$526,035	\$194,828	\$4.47
	Sell remaining west portion at Industrial value at a later date	2.9	\$565,001	\$194,828	\$4.47
5	Sell east portion at Park value	2.7	\$323,511	\$119,819	\$2.75

- Property would remain tax exempt as Excell Academy is a Charter School.
- If we sell only the East section of the park property to Excell Academy, then the West side of the park property would be available to sell at best value for future business/industrial use and stay on as taxable.
- Proceeds from the sale of the park property would be added to the OSLAD Fund.
- Retain ownership of the storm water pond, as per a MnDOT agreement.
- The sale of park property could be used (designated) to develop other cricket fields within the park system.

#### Property Plat Options:



**Public Land Sale Process:**

Section 14.06 of the City's Charter allows the sale of City-owned real property but requires that an ordinance be adopted by the City Council that authorizes the conveyance of the property. The City Council is also required to conduct a vacation proceeding with respect to the park. Section 14.07 of the City Charter states that the City Council may vacate "any public grounds," but states that vacation of public grounds cannot be made unless it is in the interest of the public to do so. Finally, pursuant to Minnesota Statutes Section 462.356, subdivision 2, the Planning Commission must review the sale of the property and report in writing to the City Council on its findings as to the compliance of the proposed sale with the City's Comprehensive Plan.

The following is the process that the City should follow if it decides to sell the property:

1. The City Attorney should conduct a complete investigation of the title of the property in order to make sure that there are no restrictions that would prohibit or limit the City's use or disposal of the property. Although the City Attorney has already reviewed some of the property records that were given to us by the City, a complete title search of the property still needs to be completed. It is important that a full investigation of the title of the property be completed before the sale occurs.
2. After the City Attorney has verified that there are no title restrictions limiting the City's ability to sell the property and the EDA has negotiated the terms of the sale of the property with the buyer, the City Council should then conduct a vacation proceeding. Because there has been no petition requesting that the park be vacated, the City Council must approve the vacation by a six-sevenths vote. There must also be a public hearing on the vacation.
3. The Planning Commission should review the sale of the park and report in writing to the City Council its findings as to the compliance of the proposed sale with the City's Comprehensive Plan.
4. After receiving the Planning Commission's report, the City Council will need to adopt an ordinance authorizing conveyance of the property to the buyer.
5. After the ordinance is adopted by the City Council, the City can then convey the property to the buyer. Section 14.06 of the City Charter requires that the proceeds of any sale of property to be used as much as possible to retire any outstanding indebtedness incurred by the City in the purchase, construction or improvement of the property or other property used for the same public purpose. If there is no such outstanding indebtedness, the City Council, by resolution, may designate another public use for the proceeds. Staff will recommend that the sale of the proceeds be put into the OSLAD fund for future park system enhancements.

**Attachments:**

7.4A ORDINANCE

ORDINANCE #2019-

ORDINANCE AUTHORIZING THE CONVEYANCE OF CITY  
OWNED PROPERTY (FAIR OAKS PARK) TO EXCELL ACADEMY

The City of Brooklyn Park Does Ordain:

The City of Brooklyn Park owns the fee title to publicly owned property commonly known as Fair Oaks Park in the City of Brooklyn Park and legally described as:

**Parcel 1:**

That part of the Southeast Quarter of the Northwest Quarter, Section 33, Township 119, Range 21, Hennepin County, Minnesota, lying South of the South of the South right of way line of new State Highway No. 94 and lying West of a line described as follows:

Beginning at a point on the South line of said Southeast Quarter of the Northwest Quarter distant 545 feet West of as measured on said South line from the Southeast corner thereof; thence North parallel with the East line of said Southeast Quarter of the Northwest Quarter to its intersection with the said South right-of-way line of new State Highway No. 94 and there terminating.

That lies North of the South 818.77 feet of said Southeast Quarter of the Northwest Quarter and that lies Southeasterly of the following described line:

Commencing at a point on the Centerline of Zane Avenue North lying 465 feet South of the intersection of the centerlines of the East bound lane of Interstate No. 94 and Zane Avenue; thence East at a right angle to said centerline to the East right-of-way line of Zane Avenue; thence proceeding in a Northeasterly direction to a point on the Southerly right-of-way line of Interstate No. 94 lying Southerly and at a right angle the centerline of the East bound lane of Interstate No. 94 from a point lying 820 feet Easterly, as measured along said centerline from the intersection of the centerlines of the East bound lane of Interstate No. 94 and Zane Avenue, and there terminating

**Parcel 2:**

That part of the SE 1/4 of the NW 1/4 of Section 33, TWN 119, Range 21, commencing at a point; on the South line of Said SE 1/4 of NW 1/4, distant 545 feet; W from SE corner thereof, thence N parallel with the E line of said SE 1/4 of NW 1/4 a distance of 553.6 feet to point beginning of Tract of land to be described; thence continuing North parallel to said East line a distance of 266.65 feet, thence North 89° 27' 16" inches, West a distance of 438.11 feet thence South 65° 31' 43", West a distance of 243.10 feet to the East right of way line of Zane Avenue, thence South 1° 39' 48", West along said East right of way line a distance of

163.40 feet, thence South 89° 27' 16" East a distance of 677.62 feet to the beginning.

**Parcel 3:**

Outlot A, Brooklyn Park EDA Division 2, Hennepin County, Minnesota

The property is no longer needed for public purposes and the City desires to sell the property to Excell Academy as more specifically described in City Resolution # 2019-\_\_\_\_. The net proceeds from the sale of the Property shall be paid to the Open Space Land Acquisition and Development (OSLAD) account of the City.

The Mayor and City Manager are authorized and directed to convey the Property to Excell Academy. City staff and consultants are authorized and directed to take all necessary and convenient steps to accomplish the intent of this Ordinance.

All actions shall be pursuant to Section 14.06 of the City Charter.