

REGULAR COUNCIL MEETING – AGENDA #45

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 Proclamation Declaring December 10, 2019 as Nystrom Day in the City of Brooklyn Park

A. PROCLAMATION

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 Resolution Requesting a Variance from Standard for State Aid Operation for Project No. S.A.P. 110-103-015; CIP 4044

A. RESOLUTION

B. LOCATION MAP

4.2 Approve the Advance Purchase of Poles and Mastarms for the Proposed Traffic Signal at the Noble Parkway / 93rd Avenue Intersection from Millerbernd Manufacturing Company; CIP 4005-19

A. RESOLUTION

B. LOCATION MAP

C. S.E.H. PRICE QUOTE SUMMARY LETTER

4.3 Approval of Minutes

A. CITY COUNCIL WORK SESSION MINUTES, JUNE 3, 2019

B. CITY COUNCIL SPECIAL MEETING MINUTES, AUGUST 26, 2019

C. CITY COUNCIL MEETING MINUTES, NOVEMBER 12, 2019

- D.** CITY COUNCIL SPECIAL MEETING MINUTES, DECEMBER 2, 2019
- 4.4** Approve General Pay Increase and Shared Healthcare Premium Increase for Non-Represented Employees for 2020
 - A.** RESOLUTION
- 4.5** Fund Balance Commitments – December 31, 2019
 - A.** RESOLUTION
- 4.6** Approve and Continue an Environmental Health Services Agreement Between the City of Crystal and the City of Brooklyn Park in 2020
 - A.** RESOLUTION
 - B.** CITY OF CRYSTAL LETTER
 - C.** ENVIRONMENTAL HEALTH SERVICES AGREEMENT
- 4.7** Acceptance of Collective Bargaining Agreement with the Brooklyn Park Police Federation for 2018-2019
 - A.** RESOLUTION
- 4.8** Approve Updated Joint Powers Agreement with North Metro Mayors Association
 - A.** UPDATED JOINT POWERS AGREEMENT
 - B.** REDLINED JOINT POWERS AGREEMENT
- 4.9** Amend the 2019 General Fund; Operations and Maintenance Department, Street Maintenance Division – Snow and Ice Control Program Budget with a Reallocation of \$110,000 and Subsequent Reduction of \$110,000 from the 2019 Budget Contingency
 - 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** Approve an On-Sale Intoxicating Liquor License for Midas Hospitality LLC dba Hampton Inn Brooklyn Park, 9470 West Broadway, Brooklyn Park

6. LAND USE ACTIONS

None

7. GENERAL ACTION ITEMS

- 7.1** Appointment to the Northwest Suburbs Cable Communications Commission
- 7.2** Adoption of the 2020-2021 Proposed Budget, 2020-2024 Capital Improvement Plan, 2020-2024 Street Improvement Plan, 2020-2024 Capital Equipment Plan and 2020 Property Tax Levies
 - A.** RESOLUTION – 2020-2021 OPERATING BUDGET and 2020-2024 CAPITAL IMPROVEMENT PLAN, STREET IMPROVEMENT AND CAPITAL EQUIPMENT PLAN
 - B.** RESOLUTION – 2020 FINAL PROPERTY TAX LEVY
 - C.** RESOLUTION – 2020 FINAL HRA AND EDA TAX LEVY
 - D.** CAPITAL EQUIPMENT PLAN – VEHICLES EQUIPMENT
 - E.** CAPITAL EQUIPMENT PLAN – MISCELLANEOUS EQUIPMENT
 - F.** CAPITAL EQUIPMENT PLAN – INFORMATION TECHNOLOGY EQUIPMENT
 - G.** 2020-2021 FINAL PROPOSED BUDGET SUMMARY
 - H.** 2020-2024 STREET IMPROVEMENT PLAN SUMMARY
 - I.** 2020-2024 CAPITAL IMPROVEMENT PLAN SUMMARY
- 7.3** Accept the Changes to the Purchasing Manual/Policy
 - A.** RESOLUTION
 - B.** UPDATED BROOKLYN PARK PURCHASING MANUAL
 - C.** CHANGE DOCUMENT
- 7.4** Approve a Pilot Speed Limit Change on 93rd Avenue from Zane Avenue to Regent Avenue Lowering the Speed Limit from 50 mph to 40 mph
 - A.** RESOLUTION
 - B.** MN STATE STATUTE 169.14 SUBD. 5H
- 7.5** Authorize Amending the Agreement with KLM Engineering Inc. for Engineering Services for the Noble Water Tower Rehabilitation Project
 - A.** RESOLUTION
 - B.** PROPOSED AGREEMENT AMENDMENT

- 7.6 Approve Cooperative Construction Agreement No. 1034529 with the Minnesota Department of Transportation for the TH 169/101st Avenue Interchange Project, CIP 4042-19
 - A. RESOLUTION
 - B. LOCATION MAP
 - C. AGREEMENT NO. 1034529
- 7.7 Approve Stipulation of Settlement Agreement for Acquisition of Property from Parcel 4 of the TH 169/101st Avenue Interchange Project, CIP 4042-19
 - A. RESOLUTION
 - B. STIPULATION OF SETTLEMENT AGREEMENT
 - C. LOCATION MAP
 - D. PARCEL TAKINGS MAP
- 7.8 Authorize Approval of Purchase Agreement Between City and Excell Academy for Fair Oaks Park, Contingent on Vacation of City-Owned Property
 - A. RESOLUTION
 - B. PURCHASE AND SALE AGREEMENT
- 7.9 Authorize Vacation of City-Owned Property (Fair Oaks Park)
 - A. RESOLUTION
- 7.10 Second Reading of an Ordinance Authorizing Conveyance of City-Owned Property (Fair Oaks Park) to Excell Academy
 - A. ORDINANCE
- 7.11 Authorize Approval of Memorandum of Understanding (MOU) between City and Excell Academy for Lease Agreement for the Development of Parking Lot and Recreational Amenities on City-Owned Property (Fair Oaks Park)
 - A. RESOLUTION
 - B. MEMORANDUM OF UNDERSTANDING

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

Agenda Item:	3B.1	Meeting Date:	December 9, 2019
Agenda Section:	Public Presentations/ Proclamations/Receipt of General Communications	Originating Department:	Community Development
Resolution:	N/A	Prepared By:	Daniela Lorenz, Business Development Coordinator
Ordinance:	N/A		
Attachments:	1	Presented By:	Mayor Jeffrey Lunde
Item:	Proclamation Declaring December 10, 2019 as Nystrom Day in the City of Brooklyn Park		

City Manager's Proposed Action:

The Mayor shall proclaim December 10, 2019 as Nystrom Day in the City of Brooklyn Park:

1. I, Jeffrey Lunde, Mayor of the City of Brooklyn Park, Minnesota, do hereby proclaim December 10, 2019 as Nystrom Day in the City of Brooklyn Park, Minnesota.

OR

2. By reading the proclamation.

Overview:

Nystrom, located at 9300 73rd Avenue N, is an industry leading building products manufacturer that has been in Brooklyn Park since 1996. Nystrom recently expanded to a neighboring building in order to add additional manufacturing and office space.

On December 10, they are holding a ribbon cutting to celebrate its expansion.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments:

3B.1A PROCLAMATION

PROCLAMATION

PROCLAIMING DECEMBER 10, 2019 AS NYSTROM DAY IN THE CITY OF BROOKLYN PARK, MINNESOTA

WHEREAS, Nystrom, an industry leading specialty building products manufacturer and distributor, was founded in 1948; and

WHEREAS, it has been headquartered at 9300 73rd Avenue North in Brooklyn Park since 1996; and

WHEREAS, since CEO Sue Thomas took over in 2012, the company has experienced 69% growth; and

WHEREAS, since 2015, Nystrom has doubled the number of facilities it owns across the country from 6 to 12; and

WHEREAS, Nystrom has created 230 jobs in the City since opening in 1996 and offers employees a generous profit-sharing program; and

WHEREAS, Nystrom has recently expanded its corporate campus and its presence in the City of Brooklyn Park to house additional manufacturing and office space.

NOW, THEREFORE, I, Jeffrey Joneal Lunde, Mayor of Brooklyn Park, Minnesota do hereby proclaim, December 10, 2019 as Nystrom Day in the City of Brooklyn Park.



5200 85th Avenue North
Brooklyn Park, MN 55443

Jeffrey Joneal Lunde, Mayor

City of Brooklyn Park Request for Council Action

Agenda Item:	4.1	Meeting Date:	December 9, 2019
Agenda Section:	Consent	Originating Department:	Operations and Maintenance – Engineering Services Division
Resolution:	X	Prepared By:	Jeff Holstein, P.E., P.T.O.E. City Transportation Engineer
Ordinance:	N/A		
Attachments:	2	Presented By:	Jesse Struve, P.E., City Engineer
Item:	Resolution Requesting a Variance from Standard for State Aid Operation for Project No. S.A.P. 110-103-015; CIP 4044		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2019-_____ REQUESTING A VARIANCE FROM STANDARD FOR STATE AID OPERATION FOR PROJECT NO. S.A.P. 110-103-015, CIP 4044.

Overview:

The City of Brooklyn Park's vision is to provide a trail along 63rd Avenue through the city connecting to the Brooklyn Center trail system to the east and to the Eagle Lake Trail System in Maple Grove to the west. The City recently connected to the Brooklyn Center trail system and extended the trail west to West Broadway Avenue. The next segment is expected to extend the trail from West Broadway Avenue further to the west to Boone Avenue.

The proposed eight-foot bituminous trail will replace the existing five-foot sidewalk along the south side of 63rd Avenue. The recent city mill and overlay work along this segment of 63rd Avenue allowed for the future trail. The trail should be able to be provided by using a portion of the existing boulevard. The only segment where there is inadequate right of way and width to do this is from Yukon Avenue to 525 feet west. In this segment, the city will need to request a design variance from MnDOT State Aid to allow a horizontal trail clearance of one foot instead of the required two feet. This is necessary since 63rd Avenue is a State Aid roadway (MSAS #103) and the city may use State Aid funds to construct the trail.

Staff recommends the City Council approve a resolution requesting a variance from standard for State Aid Operation for Project No. S.A.P. 110-103-015.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues:

The project is included in the 2019-2023 CIP. The expected total construction cost of the trail extension between West Broadway Avenue and Boone Avenue is approximately \$400,000. The city has applied for and received funding (\$100,000) from Hennepin County for the West Broadway to Winnetka Avenue portion of this extension. The city will also be applying for another \$100,000 from Hennepin County in 2020 for the Winnetka Avenue to Boone Avenue portion. The remaining city costs are planned to be funded with Park Bond and State Aid or Special Assessment Construction Fund monies.

Attachments:

- 4.1A RESOLUTION
- 4.1B LOCATION MAP

RESOLUTION #2019-

RESOLUTION REQUESTING A VARIANCE FROM STANDARD FOR STATE AID OPERATION
FOR PROJECT NO. S.A.P. 110-103-015, CIP 4044

WHEREAS, the city desires to work toward providing a continuous trail along 63rd Avenue North through the community to improve bike and pedestrian service to the southern portion of the city; and

WHEREAS, the city is preparing design plans to provide a shared use path along the south side of 63rd Avenue (MSAS #103) between West Broadway Avenue and Boone Avenue; and

WHEREAS, Minnesota Rules for State Aid Operation 8820.9995 require Minimum Bicycle Path Standards including a Shoulder/Clear Zone of two feet; and

WHEREAS, the reasons for this variance request is an inadequate ten foot right of way width to provide an eight-foot trail with two foot clear zone on both sides along 525 feet of the 4,000 foot trail segment.

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

1. That it hereby requests a variance from the Minnesota Department of Transportation State Aid Operations Rules Chapter 8820.9995 (Minimum Bicycle Path Standards) to allow one foot trail clear zones on both sides for a portion of the project in lieu of providing two feet of trail clear zone along both sides for the entire project length.
2. That it hereby indemnifies, saves and hold harmless the State of Minnesota and its agents and employees of and from claims, demands, actions, or causes of action arising out of or by reason of the proposed 63rd Avenue trail project between West Broadway Avenue and Boone Avenue and the requested one foot clear zones on both sides of the trail for a portion of the project in accordance with Minnesota Rules 8820.9995 and further agrees to defend at their sole cost and expense any action or proceeding commenced for the purpose of asserting any claim arising as a result of the granting of this variance.

LOCATION MAP



-  **TRAIL PROJECT**
-  **REQUESTED STATE VARIANCE SEGMENT**
-  **PLANNED FUTURE TRAIL PROJECT**
-  **EXISTING TRAIL**



City of Brooklyn Park Request for Council Action

Agenda Item:	4.2	Meeting Date:	December 9, 2019
Agenda Section:	Consent	Originating Department:	Operations and Maintenance and Community Development
Resolution:	X	Prepared By:	Jeff Holstein, City Transportation Engineer
Ordinance:	N/A		
Attachments:	3	Presented By:	Jesse Struve, City Engineer
Item:	Approve the Advance Purchase of Poles and Mastarms for the Proposed Traffic Signal at the Noble Parkway / 93 rd Avenue Intersection from Millerbernd Manufacturing Company; CIP 4005-19		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2019____ APPROVING THE ADVANCE PURCHASE OF POLES AND MASTARMS FOR THE PROPOSED TRAFFIC SIGNAL AT THE NOBLE PARKWAY / 93RD AVENUE INTERSECTION FROM MILLERBERND MANUFACTURING COMPANY; CIP 4005-19.

Overview:

The City Council approved the installation of a new permanent traffic signal system at the Noble Parkway / 93rd Avenue intersection on July 8, 2019. It is desirable to install the traffic signal as soon as possible in 2020. The design of the signal system is progressing and is to the point (60% design plans) where the signal poles and mastarms can be ordered.

If the city advance orders the signal poles and mastarms, the city can eliminate the signal contractor markup, receive 2019 prices, ensure that these materials will be available to allow for the signal to be made operational in the summer of 2020 and ensure that each item will be consistent with Hennepin County standards. If the city instead follows the traditional route of including these items in the bid package for the signal contractor the city will be retaining to install the signal system, the signal may not be made operational until the fall of 2020.

The city's consultant for this project (S.E.H., Inc.) was approved by Council on July 8, 2019. The consultant solicited quotes from the only two traffic signal equipment suppliers in the upper Midwest. One of the suppliers is currently unable to meet the Hennepin County pole design standards. Thus, only Millerbernd Manufacturing Company from Winsted, Minnesota was able to provide us with a quote. Their quote of \$60,784 is slightly greater than the Engineer's Estimate of \$55,000, but reasonable given the need for longer mastarms and supplier painted poles.

The City Purchasing Manual states that two quotes are necessary to direct purchase items in this price range. Because obtaining two quotes was impossible, staff contacted the City Attorney. The City Attorney indicated it would be permissible to purchase this equipment from Millerbernd Manufacturing Company under these circumstances.

Therefore, staff recommends the City Council approve the advance purchase of poles and mastarms for the proposed traffic signal at the Noble Parkway / 93rd Avenue Intersection from Millerbernd Manufacturing Company.

Primary Issues / Alternatives to Consider:

The advance purchasing of the signal poles and mastarms will save the city money and also result in the signal becoming operational sooner.

Budgetary / Fiscal Issues:

The project will be in the 2020-2024 CIP. The cost of the traffic signal installation would be approximately \$400,000. Hennepin County will cover their share (25%) of the signal costs and the City also has a signal assessment agreement with the Allina Medical Center whereby the Center has previously agreed to fund \$25,000 toward the signal. The city also required Astra Village to contribute \$87,500 toward this signal. The remaining balance will be funded through Municipal State Aid.

Note that the county may also increase their participation in future signals to correspond to the number of intersection legs (in this case two of four legs are county legs). If this occurs in early 2020, the county may change their participation to 50%.

Attachments:

- 4.2A RESOLUTION
- 4.2B LOCATION MAP
- 4.2C S.E.H. PRICE QUOTE SUMMARY LETTER

RESOLUTION #2019-

RESOLUTION APPROVING THE ADVANCE PURCHASE OF POLES AND MASTARMS FOR THE PROPOSED TRAFFIC SIGNAL AT THE NOBLE PARKWAY / 93RD AVENUE INTERSECTION FROM MILLERBERND MANUFACTURING COMPANY; CIP 4005-19

WHEREAS, the traffic conditions at the Noble Parkway / 93rd Avenue intersection meet the signal installation requirements documented in the Minnesota Manual on Uniform Traffic Control Devices; and

WHEREAS, the City Council approved the preparation of plans and specifications to install a traffic signal at the Noble Parkway / 93rd Avenue intersection on July 8, 2019; and

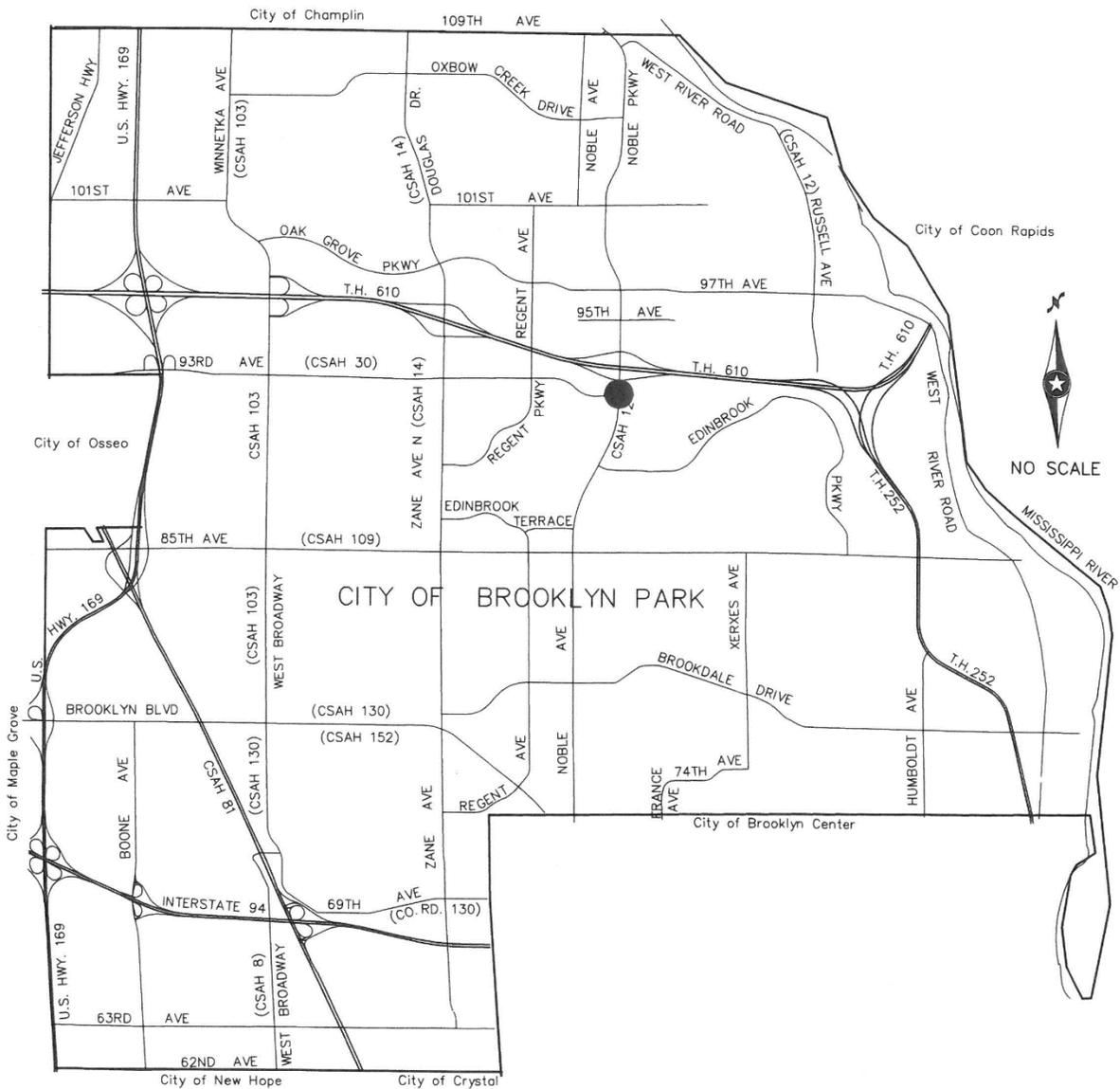
WHEREAS, the signal plans are to the point where the signal poles and mastarms can be advance purchased and this action would save the city money and result in the signal being made operational sooner; and

WHEREAS, the city requested two price quotes from signal equipment manufacturers to provide the poles and mastarms and received one quote from Millerbernd Manufacturing for \$60,784 with the other firm unable to meet the Hennepin County requirements at this time; and

WHEREAS, the City Attorney and City Engineer have reviewed this quote and the proposed purchasing process and find it to be legal and reasonable.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park to authorize the Mayor and City Manager to approve advance purchasing of the traffic signal poles and mastarms for the proposed traffic signal at the Noble Parkway / 93rd Avenue intersection from Millerbernd Manufacturing Company.

LOCATION MAP NOBLE PARKWAY/93RD AVENUE PROPOSED TRAFFIC SIGNAL



● -PROPOSED TRAFFIC SIGNAL





Building a Better World
for All of Us®

November 26, 2019

RE: Brooklyn Park, Minnesota
Signal Materials Ordering
Noble Parkway at 93rd Avenue North
SAP 027-612-018 & 110-144-001
City Improvement 4005-19
SEH No. BROPK 151614

Mr. Jason Ives
Engineering – Senior Project Manager
City of Brooklyn Park
5200 85th Avenue North
Brooklyn Park, Minnesota 55443-4300

Dear Jason:

This letter is intended to outline for you the information needed for the City of Brooklyn Park to advance purchase long-lead time traffic signal mast arms and poles, for the new traffic signal system at the intersection of Noble Parkway (CSAH 12) and 93rd Avenue North.

By advance purchasing these items, the City can:

- save contactor markup for providing these items,
- ensure that each item will be consistent with standard traffic signal materials and electrical equipment on other Hennepin County style signal systems, and
- ensure that these materials will be available to allow for the new signal system to be made operational in the summer of 2020 (normal lead-time for these materials is approximately 16-20 weeks from when the order is placed with the supplier).

As requested, SEH solicited price quotes for these items on November 25, 2019, from the two local suppliers that are able to provide mast arms and poles in the State of Minnesota.

One supplier (RL Mlazgar Associates) stated that they are not able to provide Hennepin County style traffic signal mast arms and poles at this time, as they are working to get their typical drawings reviewed and approved by the County and thus cannot quote these items until that review process is completed. A copy of the email we received from RL Mlazgar is attached for your information and records.

The second supplier (Millerbernd Manufacturing) was able to provide us with a price quote on November 25, 2019 in the amount of \$60,784.00 (which price does not include sales tax). The price quote from Millerbernd Manufacturing Company for these traffic signal mast arms and

Mr. Jason Ives
November 26, 2019
Page 2

poles was slightly higher than our initial estimated cost of \$55,000 based on previous knowledge of costs of these materials and previous price quotes received. More than likely, the higher cost of these poles is due to longer mast arms needed, overall demand, having to have these poles be factory painted, as well as a lack of competition for these materials. A copy of the detailed price quote from Millerbernd Manufacturing Company is attached to this letter for your information and records.

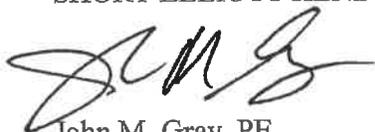
Note that their price quote included the cost for an APS mast arm pole adaptor (\$345.00), which we are listing as being contractor furnished and thus this cost is not included in the overall price quote provided for just the mast arms and poles.

Enclosed with this letter is a sample letter (hard and Word copy) that the City can use to advance purchase these items for the new signal system. The sample cover letter has been compiled to detail the specific equipment that needs to be advance ordered from Millerbernd Manufacturing Company. The cover letter can be used as shown or modified as you see fit, adding the City's letterhead to the letter. The City will need to issue a purchase order to Millerbernd Manufacturing Company for these materials.

The price shown on the cover letter is the price quoted directly from Millerbernd Manufacturing Company for all four traffic signal mast arms and poles. As mentioned, this price does not include sales tax.

Please feel free to call me at 651.490.2073 or email me at jgray@sehinc.com if you have any comments or questions regarding the above-mentioned information, or if you need further assistance on the project. Thank you.

Sincerely,
SHORT ELLIOTT HENDRICKSON INC.



John M. Gray, PE
Project Engineer

jmg
Enclosures

c: Jeff Holstein, City of Brooklyn Park
Ryan Allers, Hennepin County Transportation



Our Quotation # 126475-00
11/25/2019

To :
SHORT - ELLIOTT - HENDRICKSON
3535 VADNAIS CENTER DRIVE
ST. PAUL MN 55110

Quotation Valid Thru : 01/02/2020
Terms : NET 30

Attention : JOHN GRAY

Your Request : BROOKLYN PARK

MN HENNEPIN COUNTY BROOKLYN PARK NOBLE PKWY & 93RD AVE SIGNALS

HENNEPIN COUNTY SIGNAL POLE ASSEMBLIES INCLUDE: Hennepin County "NEW DESIGN" (CLASSIC) mast arm signal pole assemblies. (CCHSHR-Rotatable), plumber design vertical shaft with pair of hubs @ 0,90,180,270 DEG, Complete with 2"x96" anchor bolts all designs and double anchor bolt nuts, mechanical anchor bolt cage, steel template, reinforced access door with removable cover - lug - screw, all hubs and slipfitters, Classic Signal Mastarm with fixed mount "RING STIFFENED BOX CONNECTION" 21' Mastarm mounting height, luminaire extension (Luminaire extension MJCH8-400: CLASSIC 8ft. Bolt on Davit style at 40ft. mounting height. w/3/4" camera hub 12" back from slipfitter on bottom side) OR MJCH8-35/400 = CLASSIC 8ft. Bolt on Davit style at 35ft. mounting height and camera mount at 40' mounting height.

HOT DIP GALVANIZED & Factory finish painted bronze ALL COMPONENTS: H-base, vertical post, signal mastarm & luminaire extension.

(Set of 4) Anchor bolts with double anchor bolt nuts, washers, and mechanical cage and template.

(STANDARD HOT DIP GALVANIZED AND PAINTED BRONZE FINISH (FTU-004)) Base, Vertical shaft, Truss mast arm, & Luminaire extension.

Item	Part / Description / Details	Quantity Quoted	Unit Price	Extended Price
001	SYSTEM A U/M EA NOBLE PKWY (CSAH 12) @ 93RD AVE N	1	\$60,784.00	\$ 60,784.00
002	CCHSHR45D210MJCH8-35/40GP U/M EA MA-1: NEW HEAVY DESIGN CLSC. 35'MA GALV/PAINTED	1	\$0.00	\$ 0.00
003	CCHSHR30C210MJCH8-40GVPT U/M EA MA-2: NEW HEAVY DESIGN CLSC.50'MA GALV/PAINTED	1	\$0.00	\$ 0.00
004	CCHSHR50E210MJCH8-40GVPT U/M EA MA-3: NEW HEAVY DESIGN CLSC.50'MA GALV/PAINTED	1	\$0.00	\$ 0.00
005	CCHSHR35C210MJCH8-40GVPT U/M EA MA-4: NEW HEAVY DESIGN CLSC.50'MA GALV/PAINTED	1	\$0.00	\$ 0.00
006	500A2190-GV/PT U/M EA APS PUSHBUTTON POLE MOUNT ADAPTER	1	\$345.00	\$ 345.00
Total Items Price				\$ 61,129.00



FW: Request for Price Quote for Mast Arms and Poles (Brooklyn Park Signal)

Brandon Fritz

to:

'John Gray'

11/25/2019 10:34 AM

Hide Details

From: Brandon Fritz <BrandonF@millerberndmfg.com>

To: 'John Gray' <jgray@sehinc.com>

1 Attachment



11.25.19 QUOTE 126475-00.pdf

John,

Attached is our quote. Our current estimated manufacturing lead is 16-18 weeks after drawing approval. That number may need to be increased by 2 weeks dependent upon how much painted material is going through the shop at time of release.

Thanks,

Brandon Fritz
Quotations / Sales Development



P: 320.485.5272
E: brandonf@millerberndmfg.com

622 6th Street So.
Winsted, MN 55395

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From: John Gray [<mailto:jgray@sehinc.com>]

Sent: Monday, November 25, 2019 7:14 AM

To: Brandon Fritz; Mark Mlazgar

Cc: Jason Ives; 'Ryan Allers'

Subject: Re: Request for Price Quote for Mast Arms and Poles (Brooklyn Park Signal)

On behalf of the City of Brooklyn Park and Hennepin County, we are requesting a price quote for the City to advance purchase traffic signal mast arms and poles for a new traffic signal installation project at the intersection of Noble Parkway (CSAH 12) and 93rd Avenue North.

The City wants to expedite getting these manufactured, for installation by an electrical contractor to be determined through the bidding process in the winter of 2020. Plans for the new signal system and intersection improvements are being completed this month and the current schedule has plans being approved for bidding in December or January and for construction on the project to commence in the spring of 2020.

A copy of the current signal plan and technical specification is attached to this email for your information. All mast arms and poles are to be standard Hennepin County style "Classic" Heavy Mast Arm Signal Poles with rotatable luminaire shaft extensions. All poles and mast arms are to be galvanized and **FACTORY PAINTED** standard County dark bronze. All poles are to have mast arm hubs installed on all 4 sides of the pole at two locations for use with one-way signal head mounts. Sign panel mounting plates shall be located as per the attached plans. Hubs for EVP shall be installed at 4 feet from the left end of each mast arm, and hubs for video detectors shall be installed at 6 feet from the left end of each mast arm.



Our Quotation # 126475-00
11/25/2019

To :
SHORT - ELLIOTT - HENDRICKSON
3535 VADNAIS CENTER DRIVE
ST. PAUL MN 55110

Quotation Valid Thru : 01/02/2020
Terms : NET 30

Attention : JOHN GRAY

Your Request : BROOKLYN PARK

- 1) Quoted prices are valid for 30 days. Prices are subject to change if order is not released within 90 days from the date of the purchase order.
- 2) Quotation is subject to acceptance at time of order placement. Quoted unit prices are based on total quantities listed. Any variation in quantities or split purchase orders may result in additional charges.
- 3) This quotation is based upon Millerbernd Manufacturing Company Standard Terms and Conditions of sale.
- 4) F.O.B. Delivery Site-freight is included in pricing structure.
- 5) Please be advised delivery will be based on manufacturing lead times at time of release and may differ from quoted lead time.

City of Brooklyn Park Request for Council Action

Agenda Item:	4.3	Meeting Date:	December 9, 2019
Agenda Section:	Consent	Originating Department:	Administration
Resolution:	N/A	Prepared By:	Devin Montero, City Clerk
Ordinance:	N/A		
Attachments:	4	Presented By:	Devin Montero
Item:	Approval of Minutes		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO APPROVE THE MINUTES OF THE BROOKLYN PARK CITY COUNCIL WORK SESSION OF JUNE 3, 2019, AS PRESENTED BY THE CITY CLERK.

MOTION _____, SECOND _____, TO APPROVE THE MINUTES OF THE BROOKLYN PARK SPECIAL CITY COUNCIL MEETING OF AUGUST 26, 2019, AS PRESENTED BY THE CITY CLERK.

MOTION _____, SECOND _____, TO APPROVE THE MINUTES OF THE BROOKLYN PARK CITY COUNCIL MEETING OF NOVEMBER 12, 2019, AS PRESENTED BY THE CITY CLERK.

MOTION _____, SECOND _____, TO APPROVE THE MINUTES OF THE BROOKLYN PARK SPECIAL CITY COUNCIL MEETING OF DECEMBER 2, 2019, AS PRESENTED BY THE CITY CLERK.

Overview: N/A

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments:

- 4.3A CITY COUNCIL WORK SESSION MINUTES, JUNE 3, 2019
- 4.3B CITY COUNCIL SPECIAL MEETING MINUTES, AUGUST 26, 2019
- 4.3C CITY COUNCIL MEETING MINUTES, NOVEMBER 12, 2019
- 4.3D CITY COUNCIL SPECIAL MEETING MINUTES, DECEMBER 2, 2019

REGULAR BROOKLYN PARK CITY COUNCIL WORK SESSION

Monday, June 3, 2019
7:00 p.m.

Steve Lampi Meeting Room
5200 85th Avenue North

CALL TO ORDER – Mayor Jeffrey Lunde

PRESENT: Mayor Jeffrey Lunde; Council Members Terry Parks, Susan Pha (arrived at 7:18 p.m.), Lisa Jacobson, Mark Mata and Tonja West-Hafner; City Manager Jay Stroebel; City Attorney Jim Thomson; Community Development Director Kim Berggren; Recreation and Parks Director Jody Yungers Community Development Director Kim Berggren; Economic Development Housing Director Breanne Rothstein; Operations and Maintenance Director Dan Ruiz; Planning Director Cindy Sherman; Parks and Facilities Manager Brad Tullberg, Police Chief Craig Enevoldsen; and City Clerk Devin Montero.

ABSENT: Council Member Wynfred Russell (Excused).

C. DISCUSSION ITEMS/GENERAL ACTION ITEMS:

C.1 Discuss 93rd Avenue from Zane Avenue to Noble Parkway

City Engineer Jesse Struve briefed the Council on 93rd Avenue from Zane Avenue to Noble Parkway. He briefed on the history, existing road conditions, existing pedestrian facilities, location map, considerations for the reconstruction of a roadway, condition, Boone Ave (N. of 63rd Ave), Candlewood Drive, Regent Ave, Setzler Parkway, Xerxes Avenue, 93rd Avenue, safety, capacity, speed data – Regent to Noble, Intersection 93rd/Noble, MSA condition rating list, how MnDOT determines the regulatory speed limit, and recommendations.

Council Member Jacobson stated that 93rd Avenue to Noble to Regent was 12th on the rating list. She stated when she looked at the other 11 prior, to it didn't necessarily assume any of them were adding more people to that road.

City Engineer Struve stated a lot of segments in didn't have new development in those areas except for Oakgrove Parkway. He stated there was still room for development, which could increase the traffic. He stated there were still normal growth on those roads experiencing 3 to 5 percent of road expansion, as other things filled in would see a typical growth of traffic on many of those collector roads.

Council Member Jacobson stated that being 12th did not factor in the additional things that were happening right now, what is being built, how many more people were using it and how many more trips were driven every day.

City Engineer Struve stated that when they based it on condition, that was only one of the items they factored in when they rated the roads for reconstruction. He stated that based on the condition today and when they went through the CIP they did factor that in. He stated if they started to see safety concerns, safety trumped condition.

He stated that sometimes the conditions contributed to some of the safety issues, but would generally prioritize safety over condition in many of those cases. He stated they did look at development and at each type of roadway as kind of certain capacity limits based on numerous studies and what was shown out there.

Mayor Lunde stated Candlewood had a group and he went to a group meeting and about 50 residents showed up to talk about Candlewood.

Operations and Maintenance Director Dan Ruiz stated that originally Candlewood was scheduled out further to 2021/2022 and moved to next year.

Mayor Lunde stated he had a small group contact him mostly about kids wiping out when the bikes caught those ruts.

City Engineer Struve stated they evaluated the conditions every year. He stated last year they had Candlewood on 2022, and after the spring, it moved up and was anticipating with the new updated CIP that it would be a 2020 high project.

Council Member Mata stated that besides 93rd Avenue, all five photos of the roads had curb and gutter and sidewalks and some had two sidewalks. He stated 93rd Avenue had no sidewalks. He stated he didn't see any safety concerns for Candlewood Drive or the others because people could safely walk, ride a bike or use a wheelchair on the sidewalk. He stated there were no safety concerns on those roads. 93rd Avenue was a safety concern and was the only one there without curb and gutter. He stated the road might look a little better because everything drained off to the side of the road, wouldn't pool there and cleared off nicely. He stated when he went through the list of 24 roads, and 19 was the road in question, he was trying to find another road of the 24 that did not have curb and gutter. He asked if there were any other lists with those roads that didn't have sidewalks and curb and gutters.

City Engineer Struve stated most of them had curb and gutter and to remember that was a condition assessment and was not safety and all other factors.

Council Member Mata stated that it was said safety trumped condition, but sometimes conditions caused safety. He stated in the list, all of those had sidewalks except the one in question.

At 7:18 p.m., Council Member Pha arrived.

Council Member West-Hafner asked if the long-term goal for 93rd Avenue was to have it look like the intersection at Regent to Noble, smaller and at 30 mph.

City Engineer Struve stated they would design it to shrink the lane widths to minimal levels to provide off street pedestrian facilities. He stated they would be talking about ways to incorporate items such as potential medians in certain spots to help and try to reduce speeds. He stated he didn't see how they were going to be able to design that section of road to get it to 30 mph and thought 40 mph would be a realistic goal to try to get to. He stated it was a tough situation where it was flat, straight and limited ability to put in some curbs to try to slow people down. He stated they could try to get it closer to 30 mph but thought a reasonable expectation was a 40 mph speed limit.

Council Member West-Hafner asked if the expectation would be to bring it down to 30 mph in the other section like it was now.

City Engineer Struve stated that would be a challenge too because some were urban sections.

He stated if it was defined as an urban section, the city did have the ability to reduce it to 25 mph, and that section did not meet the requirements for that in their view point.

Council Member West-Hafner asked about the requirements and what that would look like.

City Engineer Struve stated urban sections required so many access points based at various points on a section of a road and the curvature was factored in. He stated they didn't feel it would qualify for that segment once they did the speed studies. He stated that even if directed by the Council to reconstruct 93rd Avenue, that \$2 to 2.5 million was only for Zane to Regent. He stated the other section was still in reasonably good shape and they had seen some stripping but would facilitate more toward a mill an overlay during which they could restripe it differently and it tightened things. He stated they didn't think they would be able to get the speed down to 30 mph by looking at the speeds studies they had done, maybe 35 mph, but it would be closer to 40 mph based on how people traveled through that area.

Council Member Mata stated that because the road was flat and straight, they couldn't make it 30 mph. He asked what they did with 63rd Avenue by the Crystal airport because it was at 30 mph. He stated he could go through the map and name many places that had 30 mph that were straight and flat.

City Engineer Struve stated the difference between 93rd Avenue and 63rd Avenue was the number of access points it had in there and the characteristic of the roadway. He stated the section of 93rd Avenue between Zane Avenue and Regent, which they just constructed, there was one access point there now, one for the gas station, and the one for 94th Ave was just constructed and was potentially one more access point there. He stated three access points on that section was different than a residential type area on 63rd Avenue. He stated they could incorporate it if directed to reconstruct that road and would do what they could to try to put in design elements to reduce the speed. He stated that after it was constructed, they did a MnDOT speed study and that determined the speed limit.

Council Member Mata stated he asked at the last meeting to bring it up and not to move the project forward that would cause tax payers money. He stated if the road was 30 mph right now and did a speed study, it would be close to 30 mph, but right now it was 50 mph and if they did the speed study, it was close to 50 mph. He stated what he was trying to do was move people because an apartment complex was just built and the shopping and eating area for those apartment complexes and rest of the neighborhood was to go down to 93rd Avenue. He stated there were no sidewalks to go down there. He stated he was asking if the city had the ability as a city to put up signs to change the speed and now were told that the city was not able to enforce it. He stated to move on to the enforcement side because the average person wouldn't know the difference and was going to slow the speed down. He stated the area mocked the other side to Noble Parkway. He stated he realized staff was coming forward with their studies and data but unfortunately that was why there were four votes to change it and said what they want to do. He stated he knew Senator Hoffman had been involved in it and was the one that would go to MnDOT until they did do something. He stated Commissioner Opat wasn't going to write a letter about the intersection at Noble because they had to start something, had to discuss it and say the city wanted to do something, or say the city wanted to do a light without them and the County would come back to agree with it.

Council Member Jacobson stated she was talking about pilot projects this summer and asked if

that was something they could do right away based on the fact there was a lot of construction going on and a lot more traffic than the norm now.

Council Member Pha stated she had a concern of posting a speed limit that the city couldn't enforce. She stated the residents wouldn't know what was enforceable because the city put a sign up that was not enforceable. She stated she didn't want to set that standard across the city. She asked if the city could put up a sign it couldn't enforce rather than going the route of getting it changed to enforce it.

Police Chief Enevoldsen stated the concern of putting up a sign that couldn't be enforced was exposing the city to liability should an accident happen. He stated if the police were not going to be there enforcing the speed limit, asked what the recourse was when something significant bad happened when going above the city decided speed limit and not the MnDOT speed limit.

Mayor Lunde stated he drove on that road three times a day and didn't see pedestrians. He stated he saw one or two in weeks and had not heard from anyone about 93rd when he was door knocking. He stated if it was Candlewood, the residents would pack a room. He stated he didn't see the need for the speed limit. He stated the speeds were rated, and in the future yes, when the other complex went up and got some other residential with development. He stated he would rather wait and didn't want to put up signs. He stated he guaranteed people would petition the Council to ask for stops signs and speed changes on their streets and asked what the Council would say. The Council did it on roads where there were no houses but in their front yard where it was 30 mph, will not say yes.

City Attorney Thomson stated the city couldn't prosecute someone for violating speeds. He stated it meant the city couldn't give a ticket. He stated there was a potential for liability if the city put up a sign that was not authorized. He stated he was not too concerned about the liability factor, it was more that the police couldn't prosecute someone. He stated it was not much different than for private roads and townhouses and condos. Some of them put up stop signs, but if someone runs that stop sign, his understanding was that it was not enforceable because it was on private property and not a public street. He stated there was potential liability and someone could sue the city because it put up a sign that wasn't authorized but would have to show some causation between that and the accident. He stated it was mostly the lack of the ability of the police to prosecute it.

Police Chief Enevoldsen stated that was where the liability issue came in. If they went to an area and wrote tickets and was not enforceable, why would they be there. He stated he heard from engineering about the speed on the streets and there were three things: engineering, education, and enforcement. He stated on what they immediately could do, didn't know if they could ticket their way out of that issue. He stated the temporary solution from an engineering perspective was to slow the traffic until it came time to redo the road.

Operations and Maintenance Direct Ruiz stated they did do temporary speed signs this past summer for construction purposes and didn't know if it slowed it down. He stated that was something immediate they could do if construction was there. He stated the other immediate thing was that they were in the process of getting prices for designing a traffic signal at 93rd/Noble Parkway. He stated that was where the data was showing to put money for safety.

He stated that was where there were 21 accidents in the five years versus one on that other stretch.

City Engineer Struve stated that adding a light on 93rd/Noble might encourage more people to jump off TH610 and use 93rd because they had a much easier left-hand turn because every 90 seconds it turned green. He stated they could turn left versus now where Noble got busy and that left-hand turn was more difficult. He stated that based on the 21 accidents, he recommended to move forward with the traffic signal just for the accident purposes.

Council Member Pha said they talked about talking to MnDOT on reducing that speed and putting in a request. She stated she was for reducing the speed to 30 mph or 40 mph instead of 50 mph and asked how they would petition it. She asked about the speed study to be done and asked if they could go through that avenue.

City Engineer Struve stated they could do that speed study on 93rd Avenue, but cautioned that the expectation would result based on the speeds they saw out there. He stated with how 93rd Avenue was changing, they did have a new access point on 94th Avenue, the apartments, potentially another access point would be showing up. He thought they could make the argument and even though the 85th percentile showed 50 mph, it was fast in that area without reconstructing the road. He stated he would expect to get 5 mph off on the speed limit down to 45 mph if they went through the process of that segment from Zane/Regent and would be reduced 50 to 45 mph based on some new conditions that were occurring with the development. He stated it would also be expected the segment from Regent to Noble would go up closer to 40 mph that was currently posted at 30 mph.

City Manager Stroebel stated that Senator Hoffman said he saw three potential options: do a speed study, or appeal to the MnDOT leadership. He stated they had discussions with the MnDOT leadership and they were not interested in going down that path, whether it was from Senator Hoffman or from the city formally. He stated if they opened that door, that meant any city could go forward with the same request. He stated the third option was to try get something in legislation specific to the one mile stretch to approve specific speed limits on that stretch.

Operations and Maintenance Director Ruiz stated there had been several committees through Metro Cities he had sat on and tried to get local authorization to set speed limits. He stated there was a little progression this past year but was not an option. He stated it was a sensitive issue in a lot of communities and stated the City of Elko New Market petitioned for a speed study and wanted to lower their speed limit and it went the other way and went up by 5 miles per hour. He stated Brooklyn Park could recommend and point out change and conditions to get the speed lowered, but was at the mercy of MnDOT when they went to do a speed study.

Mayor Lunde stated the city had the data, had the will, and the County was on board. He stated he didn't want a speed study because he was fearful the 30 mph would go up. He stated that section of the road, where it was 30 mph now, had a residential feel when driving on it versus the other part, which might in the future look like both ends from Regent to Noble Parkway and Regent to Zane. He stated if the speed limit went up to 35 or 40 mph, knew what the reaction of the neighbors would be. He stated if the Council needed to do a vote on it in the chambers, he was fine with it. He stated he was just not willing to say to go do it if MnDOT comes back and they did what they wanted and the city would be stuck with it.

City Manager Stroebel asked if the city could ask to do a speed study from Regent Avenue to Zane Avenue and not from Regent to Noble Parkway.

City Engineer Struve stated they could ask but MnDOT wanted to do a fairly long corridor and even going from Zane Avenue to Noble, that might want to expand it down to 93rd even further. He stated he wouldn't think MnDOT would do a speed study specifically on that small section of the road and would want to see it more continuous.

Planning Director Sherman asked if waiting until the second apartment project had started, which would be in the next 35 days, and the scheduled signal going in if that could affect the speed study if they waited for a while.

City Engineer Struve stated having another access point to the other apartments would trigger another access point onto 93rd and it also triggered them to put in a left turn lane going eastbound on 93rd Avenue to northbound 94th and a bypass lane. He stated he didn't know if that was going to have a measurable effect on the speed study, and if it did, it would be small.

Council Member Mata asked about the crosswalk at 93rd Avenue.

City Engineer Struve stated they had heard about adding a crosswalk at 93rd Avenue and Regent Avenue. He stated there were facilities on the north side of Regent Avenue and was one trail on the southside and on the east corner. He stated they could realistically put in crosswalks on that intersection. He stated it didn't meet their guidelines for installation of crosswalks, but that was something that was relatively low dollar they could do this year. He stated it would be an ongoing maintenance cost of about \$500 to repaint it every year for that intersection, but that was something that could happen right now.

Council Member Parks stated that he and other Lions Club members on Saturday cleaned up both sides of the road from Noble to Highway 169 and was very dangerous. He stated they picked up car parts and liquor bottles. He stated there was one sidewalk on the south side and counted 12 bicyclists in that area and a couple pedestrians on the sidewalks. He stated that on the speed study, he had the same fear as the Mayor, that it might go up in speed, but on the other hand, they had been talking about it for a long time. He stated he would like to do something instead of having meetings about it many times. He stated he wanted something they could do now and it would be nice if the County said the city could take over the road.

Council Member West-Hafner stated they needed to put in a signal at Noble and needed to paint those crosswalks for some sense of safety. She stated she would like to redo that part of the road and not sit and wait for Hennepin County to put it on their CIP. She stated it would be five years or more if they did not have it on their radar and seemed too dangerous to leave it alone.

Council Member Jacobson stated of the 21 crashes in 5 years, 11 of those were in the past 12 months. She stated it had gotten bad especially on the corner of Noble/93rd. She stated she didn't know what it was four years ago, but it had changed. She stated that if Hennepin County was not interested in looking at the differences to help make it happen, at the very least, she wanted to go forward with the signal at 93rd/Noble and anything they could do to slow the speed down on a temporary basis. She stated she knew they had mobile units up a few times

and didn't know if that did any good. She stated they would be doing something if they got the crosswalks in.

Council Member West-Hafner stated she didn't want to see the speed study done and then have the speed go up. She stated that unless they felt very confident and had a strong case they would say yes, but didn't want to do a speed study that would increase that speed from Regent to Noble going up to 45 mph.

Operations and Maintenance Director Ruiz stated that's what they could do so they could get the Council to vote on it and keep things moving or at least have a direction when they had all the pricing and proposals for the designs of that traffic signal intersection. He stated he would have one motion to authorize that and move that forward with the signal. He stated the other motion was to direct staff to work with MnDOT to do speed study from Zane to Regent. He stated in the meantime, they could have conversations with MnDOT. He stated what he was hearing from the Council, and seemed to be consensus, was only do the speed study if they could do that stretch; otherwise, bite the bullet and not do the speed study.

City Manager Stroebel stated if they were going to do the 93rd/Noble signal, it would likely result in a rate increase of street light utility and would bring back that information to the Council.

Operations and Maintenance Director Ruiz stated it would probably be a 3-5% rate increase and would do his best to reduce it. He stated it was just recovering costs, about \$400,000 less the County's share. He stated they hadn't adjusted the rates from that utility fund in three years.

C.2 Discussion on Potential Acquisition of the Old Hennepin County Brooklyn Park Library (8600 Zane Avenue)

Senior Project Manager Jennifer Jordan briefed the Council on the potential acquisition of old Hennepin County Brooklyn Park Library at 8600 Zane Avenue. She briefed on the Community Activity Center (CAC) parking needs, estimated costs, various community ideas for reuse, and next steps.

Mayor Lunde stated he did not realize the parking lot was that much. He stated they had to acquire that property because if they sold it and someone else decided to do something else with it, there was no way the CAC was going to handle parking, especially after it was renovated. He stated if they bought the property, they could wait on making the decision to renovate it. He stated given how much they were going to lose in the parking alone was astronomical. He stated it would put in jeopardy the senior center, teen center, plans and renovation if they lost those stalls.

Council Member Jacobson stated she agreed they had to purchase it. She stated her concern was if the County was going to care, were they going to change the price if they either demolished it or renovated it. She stated she was not sure if it was worth renovating with all the work it needed versus leveling and deciding later. She stated she was not giving up on the fact there might be a pool and the need for parking there. She stated they needed to move forward to find out what they would sell it for and would want to pay \$1 for it.

Recreation and Parks Director Yungers stated the current PICA agreement went through 2023. She stated three years ago, the city became the grant recipient for the rehab of portion of the

roof at \$55,000. She stated if they were to change PICA and move them, the city would have to pay that back to the State of Minnesota. She stated PICA representatives had indicated an interest in the building and had done maintenance to keep it safe. She stated it was the old city hall and was a very old building.

Council Member West-Hafner asked how much PICA paid the city for that space.

Recreation and Parks Director Yungers stated they did not. She stated the agreement was that they paid \$1 and any capital asset replacement or development would be their responsibility. She stated as part of the grant, only government agencies could be recipients. She stated they were a nonprofit and the city was the owner of the building. She stated the grant had to be awarded to the city on their behalf and they had accepted it. She stated that in the end the city put in \$7,000 to do an original assessment of the roof and the grant covered the remaining portion of roof repair and replacement.

Mayor Lunde stated the agreement was renewed seven years ago. He pushed to not get locked in where the city would help them move and find a place, if in the interim the city needed to get in the building to expand it or do something. He stated that was in the agreement; the city could have them move out, but would have to help them find a spot. He stated they were filled and they needed a bigger space whether it was there or somewhere else. He stated he talked to the PICA representative and let them know the library had some expensive issues and the city was trying to figure it out.

Council Member Jacobson stated when they talked about doing the pool, they talked about that building and needing that space.

Recreation and Parks Director Yungers stated that when they did the aquatics feasibility study, they had six options that were presented to the Council. Of those options, two options did include the addition of a pool, whether it was a recreational pool or 50-meter pool. She stated both of those options/suggestions were that because of need for parking and the need of support with the additional amenity, it was recommended to acquire and demolish the library for the parking.

Council Member Parks stated he would vote to purchase the library and they could wait and discuss how they were going to do the other things. He stated those repairs were expensive and if they kept them the way it was, it would be worse.

Council Member Pha stated they needed to acquire that building for as low amount as they could. She stated if they demolished it, the chances of being able to develop on it anytime soon probably was not there. She thought in the future they wanted to expand the CAC, which they didn't have the funds now, other than the renovations that had been approved. She stated there could be an aquatics center there, but might not be on and if there was one in the future, it might be in the far future and not short term that would come up in the next couple of years. She stated that in the meantime, she would like to see for the city acquire the building, put in the \$800,000 to renovate it because there was an immediate need now in the community that could use that space. She stated they heard talk about how they wanted to empower people to be able to build small businesses in the city and expand their capacity to those businesses. She stated it was hard to do that when they didn't have anything to help them. She thought a

business incubator was important for the community members who wanted to start a small business had a place where they could start up at a low cost. She stated that with the community as diverse as it is, it was needed. She stated on the nonprofit centers, there were a lot more smaller nonprofits that served a higher number than the big nonprofits did. She stated they didn't often see the small nonprofits doing work in the community, but they worked in community every day. She stated they didn't have space where they could operate, didn't have access to programming space or access to a space where they could have meetings. She stated that imagine how much less the city would need to do if they could empower the nonprofits and help them build their capacity to serve the people in the community. She stated a lot of the nonprofits didn't have the support from the city and didn't cost us that much compared to the amount it cost the city to do the work. She stated the nonprofit center, business incubator and the recreational programming tied to the CAC, all could live in that building. She stated they could split it and meet the needs of the entire community until there was a plan for that space. She stated it might be 10 years from now to need the space and within that time served many people through that space. She stated they talked about how they needed spaces for people to gather and for people to be able to do things and had the opportunity now to create that space.

Council Member West-Hafner stated she was for buying it too and stated if they invested the \$800,000, they were not going to want to tear it down. If they did put nonprofits or businesses in there asked where they would go if the city needed it to be redeveloped and do something else. She stated she liked that idea but worried about the long term. She stated PICA was set for a long time and no one was willing to tell them they had to go if the city needed that space because they had been there and had an agreement. She stated she didn't want to get in that same position in the future with other nonprofits, business incubator or other things. She stated she wanted to see the pool happen there and was amazing the size of the city she lived in did not have a public pool.

Council Member Mata stated that on the parking lot, when they talked about installing solar panels in that area that if he would have known that was what the parking lot ownership looked like, he would of said absolutely not. He asked if the county decides not to sell, where would the city's parking lot going to be.

Recreation and Parks Director Yungers stated they identified within the park system plan through the Aquatics feasibility study and even identified if they didn't acquire the library where the parking would go and had alternative parking on the other side. She stated it would take a portion of the park. On the solar panel discussion, was relevant, but they did not see that as a location for parking.

Community Development Director Berggren stated she was hearing that the Council had an interest in acquiring the whole parcel.

C.3 Sister City Discussion

Assistant City Manager Freeman-Gbogba briefed the Council on the process and criteria for Sister City partnerships.

City Manager Stroebel stated it was important to the process to have clarity on what the expectations between two sister cities were and the city being expected to send surplus technology equipment or police equipment or whatever it might be to that other city at the city's

expense.

He didn't think they should get into having that expectation on the city. He stated if it was more of a cultural exchange, it was easier than the expectation and didn't mean the other situation couldn't happen. He stated that during his time at the city, there had been expectations put on staff around what they should be doing relative to the current sister city relationship with Kakata. He felt a lot of people would come in and visit with the city, the Mayor and have certain expectations and was not able to live those out, which created some challenges. He thought something more clearly spelled out on what a potential sister city, expectations, or what the agreement would look like, was more realistic

Assistant City Manager Freeman-Gbogba stated what she would propose pending the Council's approval of the process, they would work with the current sister city to establish a MOU clearly outlining what the expectations were. She stated that a point mentioned in the criteria, there would have to be some description of how a sister city relationship aligned with goals of city. She stated they had *Brooklyn Park 2025* goals but then there were some objectives to establishing a sister city relationship in addition to the cultural exchange. She stated the city had a robust business environment even making sure those industries were connected with industries in the sister city country as well and that could be potential for some trade or other types of connections with those organizations/institutions and from the city's perspective of having more engagement with that community.

City Attorney Thomson stated there were public purpose expenditure issues associated with the sister cities and creating a sister city didn't mean giving money. He stated the purpose of the nonprofit was for them to organize it. He stated could the sell surplus equipment to the nonprofits and have them give it to the sister cities. He stated there were ways to accomplish some things, but understood the pressures described earlier that sometimes the expectations were more than cultural and the issues the state auditor raised with the lack of ability to spend public funds for a sister city.

Council Member Pha stated she agreed on the need to establish that expectation in writing. She stated when she read through the draft, she thought it was good and liked the details that were listed because it covered a lot of things. She stated they could establish as many sister cities as they wanted and liked the fact that they included that the city should only do one in a country. She stated it didn't make sense to do more than one in a country. She stated the sister city relationship was important for the city especially with the diversity in the city. She stated the expectations that the city became a funder and giving money or resources to a sister city had to be clear on the expectations. She stated there might be times where something was happening that the city could do something like it through the nonprofit in helping them, so they could host a fundraiser which the city would be a part of marketing and didn't see donating of bunch of things and couldn't do that when the city had more than one sister city.

Mayor Lunde stated North Hennepin Community College, Hennepin Technical College and the Library, they liked it because they wanted to be part of the sister cities because of the reasons why the city was doing it and they wanted to be a part of it too. He stated they thought it was good to have a formal document they could refer to when they were doing something as part of the sister city agreement and it also gave them some leeway.

Assistant City Manager Freeman-Gbogba stated on the cost to city if there happened to be

travel between the sister cities and the city's delegation, if there was one that would go to that sister city, there would be costs for it. She stated in the past those costs came out of a donation account the city had and very little funds had come out of the general fund budget for those trips taken at least for the last two trips taken in 2012/2013 to Kakata, Liberia.

Mayor Lunde stated all elected officials paid their own way to Liberia and he spent his own money to go to Liberia. He stated the pattern was set that from elected officials they were expected to pay their own way.

Council Member Mata asked if they were under the umbrella of the UN security. He stated when people of the city went outside, they were not and when they came to the city they also were not. He stated the city paid to have a police officer stand guard at a room for a delegate in another place but yet the same reciprocity was not done on the other side.

Assistant City Manager Freeman-Gbogba stated there was security provided to the delegations that went to Liberia of behalf of the government and the Mayor was part of the delegation.

Mayor Lunde stated they provided security police/fire departments that were under the national organization of the government and was paid between the two organizations. He stated they did not have a local jurisdiction.

Council Member Mata stated he would like to see the sister city program go away. He stated if someone from another country wanted to come to the city, if they wanted to learn from the city that the door was open to everyone. He asked why did they have to have a sister city that the door was only open to that sister city. He stated that on the exchange happening back and forth and trade was mentioned, he thought they wanted to be careful who the city promoted a sister city with so businesses in the community could have a trade partner with. He stated it became scary to him when they put that factor in there because it now became that a competitor didn't have that trade advantage. He stated he didn't see things going on a two-way street. He stated if he wanted to find a partner, he wanted to have something where he was going to benefit and they were going to benefit and didn't see it happening. He stated he would rather benefit from everyone than isolate himself down to one or two countries. He stated he had seen a lot of things get devalued in the city and sent prematurely before their price was due and the tax payers paid for it because the city bought new things. He stated it was discouraging because it was sold to nonprofit and the nonprofit took credit and sent overseas. He thought there were plenty of things close to home if the city wanted to donate. He stated he could look at some of the reservations in the State that could use some benefit. There were smaller cities outside the metro area that were farmland and struggling that the city could help out, like with expertise. He stated he would rather deal with that than going outside the country borders and stay closer to home. He stated he didn't see the benefit coming back to the city in a way the city would give it to a sister city.

Council Member West-Hafner stated that was the key, that it benefited both cities and couldn't be a one-way street where the city was writing checks from the city side; otherwise, the city shouldn't be doing it at all.

Mayor Lunde stated the benefits of a sister city when one was set up is the ability for the city to go out and meet with that specific cultural group increased dramatically. He stated he couldn't understate it, with how many times he met with the Liberian community, and having gone to

Liberia, that it carried street credit. He stated when the Laotian Ambassador visited the city, they talked about a sister city. He stated things like that mattered to people who were living in the city and that helps the city, especially with the cultural group the city didn't have connectivity with. He stated he liked the policy because it also gave a way to say no and having a process allowed the Council to say they had to earn their way in.

Assistant City Manager Freeman-Gbogba stated the community members from Garowe, Somalia were interested in being a sister city and highly motivated to get a proposal together once the policy was approved and they would bring it to the Council.

City Manager stated he would bring back the formal policy for Council's consideration.

C.4 Council Travel Policy Discussion

City Manager Stroebel briefed the Council on the Council Policy and proposed considerations to the policy.

Council Member Jacobson asked what was spent this year on instate travel. She stated that the staff report said Maple Grove Council rarely attended conferences or travel and they had a lot of things going on in the community and asked how that could happen without them traveling.

City Manager Stroebel stated that the understanding was there were two elected officials who could attend the newly elected officials training provided by the League of Minnesota Cities. He stated it was a personal Council preference regarding Maple Grove. He stated about four years ago, the Council only had two Council Members traveling. He stated Council Member Gates would go to a conference once a year and Council Member Trepanier and the Mayor would go to the National League of Cities conference too.

Mayor Lunde stated that on the couple of trips he took, they were funded. He stated he spoke at the conference and they gave funding for it to be given to the city for reimbursement for travel. He stated that sometimes a trip might cost \$400 because a thousand dollars came from the NLC. He stated USC paid for all of his trip and that was a trip without costs.

Council Member Jacobson stated that one of the things she was concerned about if they moved to the alternating travel was that they could each go on two trips per term. She stated she was not talking about the Mayor because she believed he needed to travel and was not optional. She stated to say they were going to do alternate travel, that if there was an unused Council travel budget, then others could pick up on that and go on a travel. She stated that smacked against what she believed in. She stated that if it was her turn to go and she opted not to go because she didn't want to spend taxpayers' dollars in that way, and then someone else went on a travel, they were still spending that money and she had a problem with it.

Council Member Mata stated he preferred each Council Member get an allocated amount for the four years and then at the end of his four years, he would give it back to city if it was not spent. Otherwise, if his travel was not used, then another Council Member would go. He stated that what he was going to learn and bring back to the city wasn't going to be worth what the taxpayers were paying for him to go. It would only be a trip. He stated he would like to hear from people when they went to something and come back and tell them what they had done and the

public gets to see what they did. He stated the Council budget was pulled out of a different fund and was not a Council fund because it had a purpose.

He stated in the policy, Page 2, Financial Policy, talked about a car and someone had to get personal insurance. He asked if that happened because he would like to eliminate a car at all conferences and use Uber. He stated it was a safer method and not be a liability for the taxpayers who are paying for it. He stated too that it would be fixed costs and the city could set up an Uber account, use it and close it, instead of using a car.

Council Member Pha stated it should be clarified regarding a car rent. She gave an example of going to Wisconsin for an event and was not going to fly there as she could drive to get there. She would rent a car to get there and back, but not necessary to have airfare, but if she went to Washington, DC, she would use Uber and not rent a car.

Council Member Mata stated he would drive his own vehicle and use his personal car insurance to travel.

Council Member Pha stated that not everyone had a vehicle that they felt safe driving out of state and would not want to use it to drive four to five hours.

Council Member Mata stated that the city had a vehicle they could use because someone might not have a car to drive to Rochester. He asked if they could use a city vehicle and fall under the city's policy where they were insured.

City Manager Stroebel stated he would find that out and get back to the Council, if the Council Members could use a city vehicle for their travel to conferences.

He stated that at the beginning of the year, there were a certain number of Council conference opportunities that were pre-approved that didn't have to come back to the Council. He stated they were League of Minnesota Cities, National League of Conference, and Minnesota Mayors Association Conferences. He stated those didn't have to come back a second time to the Council; it was things outside of it that came back to the Council.

Mayor Lunde stated he liked the policy and thought if someone was requesting travel, the Council should vote. He stated that the Council Member or Mayor should say why they wanted to go and what they could get out of it. He stated it was important to the public because they paid for the Council to go somewhere and the public had a right to know.

Council Member West-Hafner stated that should be in the policy to request why a Council Member wanted to go and report on the trip after they got back. She stated there were handouts at the conferences and should be brought back to share with the Council and city staff.

Council Member Jacobson stated when she got on the Council, one of the things she saw was that some Council Members became accustomed to going annually to what they called "their" conference. She stated she wanted the Council to kind of move away from that because she didn't think it did the city and residents the best. She stated that when they are dividing and conquering and going to different things, experiencing different things and bringing it back to the city that it became a kind of entitlement piece as she viewed it. She stated that didn't sit well with her and why she liked limiting travel to two per term for Council Members.

Council Member West-Hafner stated she liked the limitation but needed to add in the explanation of why and having a report back to the Council so there were some expectations that they are not just going to conference to go.

City Manager Stroebel clarified that it sounded they liked an out of state travel paragraph, liked that the Mayor could travel annually up to four times per term and Council Members could travel up to two times per term. He stated that in the policy the next sentence allowed some flexibility that the Council and or Mayor could request additional travel. He stated that on Council Member Jacobson's recommendation that he could tailor the other sentence where it just said, "the Mayor could request additional travel beyond that one time per year using unused Council travel budget resources or other funding resources." Then it wouldn't allow for the opportunity for other Council Members to travel beyond the two times per term. He stated he didn't know how the other Council Members felt about that limitation or not.

Mayor Lunde asked if it was assumed that it applied to the Mayor Pro Tem too or did they have to spell that out in the policy.

Council Member Mata suggested that it should say "Mayor or Mayor Pro Tem" because it didn't include both going to a conference but included one going.

Council Member Pha stated that by not going was not always a good thing. She stated that if a Council Member felt a value going to a certain conference, they should not feel guilty about going to that conference. She stated they were expanding their knowledge and able to use that knowledge to be better policy makers. She stated they should all be doing that and should be looking into seeing if there were certain areas they didn't understand enough about to see if there were opportunities to be a better policy maker by learning more. She agreed if someone didn't want to go they should not give up their portion of the budget for someone else. She thought everyone should have a limit but would shy away from alternating years because if a conference was not held on during her year to go and not offered the year after that on her year, it would not make sense. She suggested each Council Member get an "X" amount of time they could go on their term with an actual budget limit.

Council Member West-Hafner stated they could manage their own funds or do their own budget if they knew things were coming up and plan for them.

Council Member Jacobson asked what that dollar amount would be for their budget.

City Manager Stroebel stated that some conferences cost more, some were in close proximity in some years and some were further away.

Council Member Mata suggested start with a number and then they could determine it at the two-year intervals.

City Manager Stroebel suggested \$2,500 with a not to exceed \$2,500 per trip. He stated it could be theoretically four trips, the Mayor would go one and the three Council Members would go on one at \$2,500 each. He stated if a conference was \$800, airfare \$600, and hotel, the money would get eaten fast.

Mayor Lunde suggested \$2,500 and see how the year went and if they did any trips they would get an idea if they were way off.

Council Member West-Hafner asked if that affected anything that had already been approved.

City Manager Stroebel stated they wouldn't know until they found out what meals were covered and which ones were not. He stated they would get a per diem if a meal wasn't provided if they went to a conference.

Council Member Pha stated \$2,500 was comfortable, but if they spent more than that, they should be willing to spend more if they wanted to go. She stated they would have to evaluate it, but couldn't see them going over the \$2,500 limit. She stated the \$2,500 covered all reimbursements and not just if they were taking the \$50 per day and should be all expenses in that \$2,500.

Mayor Lunde stated it was already approved in the budget, but was a future thing to look at. He stated they could get examples from past expense reports of different conferences.

D.1 COUNCIL MEMBER REPORTS AND ANNOUNCEMENTS

Council Member Parks stated the Brooklyn Park Lions Club cleaned up 93rd Avenue and collected 15 bags of trash. He stated people underestimated what groups did in the city.

Council Member Pha stated she would not be at the next Council meeting on June 10, 2019 due to being on vacation.

D.2 CITY MANAGER REPORTS AND ANNOUNCEMENTS

City Manager Stroebel stated that Tater Daze was June 13 to 15 and there was the Council's root beer float event, parade, and open house for the Police Department, Fire Department and Recreation and Parks on June 15.

He stated there was grand opening of Edinburgh USA on Thursday, June 6.

E. ADJOURNMENT

ADJOURNMENT – With consensus of the Council, Mayor Lunde adjourned the meeting at 9:17 p.m.

JEFFREY JONEAL LUNDE, MAYOR

DEVIN MONTERO, CITY CLERK

BROOKLYN PARK SPECIAL CITY COUNCIL MEETING
CLOSED EXECUTIVE SESSION

Monday, August 26, 2019
6:03 p.m.

Chippewa Conference Room
5200 85th Avenue North

CALL TO ORDER – Mayor Jeffrey Lunde

PRESENT: Mayor Jeffrey Lunde; Council Members Tonja West-Hafner, Susan Pha (arrived at 6:05 p.m.), Lisa Jacobson, Terry Parks, and Mark Mata (arrived at 6:05 p.m.); City Manager Jay Stroebel, City Attorney Jim Thomson and City Clerk Devin Montero.

ABSENT: Council Member Wynfred Russell (excused).

ALSO PRESENT: Police Chief Craig Enevoldsen, Operations and Maintenance Director Dan Ruiz, Human Resources Manager Beth Toal, Assistant City Manager Wokie Freeman-Gbogba, Finance Director LaTonia Green, Fire Chief John Cunningham.

Mayor Lunde stated the purpose of the closed executive session was to discuss matters relating to labor negotiation and strategies.

2.1 MOTION JACOBSON, SECOND WEST-HAFNER TO CLOSE THE MEETING PURSUANT TO MINNESOTA STATUTES, SECTION 13D.03 SUBDIVISION 1(B) TO DISCUSS AND CONSIDER MATTERS RELATING TO LABOR NEGOTIATIONS AND STRATEGIES. MOTION PASSED UNANIMOUSLY.

At 6:03 p.m., the Council met in a closed session to discuss and consider matters relating to labor negotiation and strategies.

At 6:57 p.m., the Council ended their discussions and Mayor Lunde adjourned the special meeting.

DEVIN MONTERO, CITY CLERK

JEFFREY JONEAL LUNDE, MAYOR

REGULAR BROOKLYN PARK CITY COUNCIL MEETING

Tuesday, November 12, 2019
7:05 p.m.

Brooklyn Park Council Chambers
5200 85th Avenue North

CALL TO ORDER – Mayor Pro Tem Susan Pha

PRESENT: Mayor Pro Tem Susan Pha; Council Members Terry Parks, Mark Mata, Wynfred Russell and Lisa Jacobson; City Manager Jay Stroebel; City Attorney Sofia Lykke; Community Development Director Kim Berggren; Finance Director LaTonia Green; Deputy Police Chief Mark Bruley and City Clerk Devin Montero.

ABSENT: Mayor Jeffrey Lunde (excused), Council Members Mark Mata (excused) and Tonja West-Hafner (excused).

Mayor Pro Tem Pha opened the meeting with the Pledge of Allegiance.

2A RESPONSE TO PRIOR PUBLIC COMMENT

City Manager Stroebel stated there was one comment at the last Council meeting from Ms. Hempel who continued to raise concerns regarding 93rd Avenue, including speeding on the road, fencing of the construction that was taking place along that road, and the speed limit. He stated at the November 25 Council meeting, they would be talking about potential improvement to the 93rd Avenue road relative to other improvement projects within the city. He stated that on the speeding on the road, that was something they could revisit in the future with the State allowing some flexibility on it now. He stated that stretch of road continued to be a priority area for the Police Department as they tried to address the speeding concerns there. He stated that on the fencing, Planning Director Sherman and City Engineer Struve stated that at that particular construction site, the fencing was not needed for the construction of that property.

2B PUBLIC COMMENT

1. Victoria Kates, 5817 73rd Ave, Apt #114. Concerned about the asbestos in the apartment. Has health issues and is not the only sick person in that building. If it is asbestos, it has not been removed from the ceiling and a greater chance there are more spots in the building. Asked the Council to hear them and help them because it was urgent. Stated the owners had been digging in the walls a long time and might be already affected by asbestos and didn't know if they would get sick from it. Asking to live someplace safe and secure.
2. Leona Polling, 5801 73rd Ave, Apt #213. Has mold/mildew in her apartment and had called the office. Stated the apartment stinks and is getting sick from it and afraid of her cat dying from mold.
3. John Toe. Not present when called.
4. Collette Guyott-Hempel, 9277 Trinity Gardens. Asked to have 93rd Ave on the next Council meeting's agenda. Stated her house backs up to 93rd Ave and the construction of the new apartments, they were not putting up fence. Stated there was plastic lumber wrappings on their side of street and was not great for the neighborhood. Stated the Lyons Construction company still had plastic wrap in the trees and watershed area off of 93rd/Zane from the construction. Said 93rd Ave was supposed to be done 20 years ago with the TH610 project within 18 months and still was not done. Stated the city had money from the housing development 30 years ago and had money from the 500 homes

on the north side. Concerned a child could get killed on a bike on that road. Stated that area had multiple schools within biking distance and restaurants and no safe place to get there because it didn't have sidewalks, second lanes and was used heavily by emergency vehicles. Stated over \$20 million will be used for the bypass on Highway 169 interchange for only 6 households and theirs had 500 north of 93rd Avenue.

5. Frances Jackson, 5817 73rd Ave. Stated if there was asbestos in the building, there were children there and seniors there and were not being notified and all would be getting sick. Asked where the help was coming from as they voted the Council in office. Stated they were being charged extra money for rent, and if they said they were going to the city, they would be evicted and needed help in that building.
6. Catrice Harris, 5817 83rd Ave., Apt #104. Stated she had recordings of mice in the hallways, pictures of mold in the bathroom and they had not come and fixed it. Stated she had a hole in the ceiling in the bathroom and was not fixed. Someone came and looked at it but was still not fixed. Stated she didn't want to get sick and didn't know what asbestos was. She asked for help and wanted to feel safe and comfortable. Stated people were robbing kids for their phones with a gun.
7. Patrice Collins, 5849 73rd Ave., Apt #145. Stated she had lived in the apartment complex previously and didn't look like anything changed. Security was dangerous for kids. There was a bug, mice, and roaches problem with walls smelling, the water was not drinkable and the bathroom water was better than the kitchen water. She stated she didn't have heat and had a 7-month-old baby. Stated an apartment program paid her rent and they inspected the apartment, the pilot light was not turned on, safety was not good, had kids running around in the hallways along with grown adults in the hallways. Stated the apartment complex put up a fence and people were coming from other areas and not from buildings making trouble. Stated the rent had increased and everyone paid a different price and had changed three to four times. Stated she caught many mice and she had been evicted because of infraction of police calls and her building didn't have police in the building. She stated children and people were not feeling safe and some were getting sick. Stated she had many stories to tell. She was worried about carbon monoxide issues because her stove was not fixed. Stated the apartment complex owners were only covering things up and was not fair to them if the city was giving money to them.
8. Nelima Sitati Munene, Executive Director, ACER, Inc. She stated she would like to address the issues of Huntington Place and the general livability conditions of the tenants in the community and especially low wealth tenants. She stated four years ago they were in front of the Council with residents from Huntington Place and some from Autumn Ridge expressing to the Council on the deplorable conditions they were living in. She stated at that time, Autumn Ridge stepped forward and worked with the tenants and started to repair the apartment dwellings and there was an agreement with the Council to do a pilot project of how apartment buildings in the city could work from a community centered place to come up with community centered solution so that everyone in the city could be able to have a better quality of life. She stated there were some pitfalls. The Council did not follow through with implementing a pilot that succeeded in one apartment in the community to the rest of the apartments in the community as was promised. She stated the issues with Huntington Place had been going on for four years. The residents came to ACER and they came before the Council. She stated the city had two different inspection codes for single family rental dwellings and for multi-unit dwellings. She stated the conditions that existed in the multi-unit dwellings would never exist in the single family dwellings. She stated they had asked the Council many times to change

the inspection codes. She stated the only reason that tenants in the community in multi-unit dwellings were living in that condition was because the city codes allowed landlords to not invest in their properties and not put investments in their buildings and still be able to pass inspections. She asked the Council to look into it and needed a code that would never allow anyone to pass inspections under those conditions the community members were expressing to them. She stated another issue they had brought forward many times was that there was not adequate housing in the city that was affordable to everyone. She stated that over the past 30 years, the city by their own practices had not allowed more multi-family dwellings to be built in order to meet the current and future housing needs of the community. She asked the Council to examine what the housing needs in the community were. She stated people had nowhere to go and loved living in the community and would like the conditions under which they were living to be better. She asked the Council to look at housing gaps in the city and make sure Brooklyn Park could indeed be a city where everyone could thrive regardless of their backgrounds.

At 7:36 p.m., Mayor Pro Tem Pha stated the time for public comment had ended and would resume with the regular meeting. She apologized to those individuals who were not able to speak. She stated they could speak to the Council at any time and all their contact information was on the city's website. She stated they could also come in and meet with the Council as a group or individually to talk about their concerns.

At 7:37 p.m., Mayor Pro Tem Pha called for a recess.

At 7:50 p.m., Mayor Pro Tem Pha reconvened the meeting.

3A. MOTION JACOBSON, SECOND PARKS TO APPROVE THE AGENDA AS SUBMITTED BY THE CITY CLERK. MOTION PASSED UNANIMOUSLY.

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

3B.1 Proclamation Declaring November 30, 2019, as Small Business Saturday in the City of Brooklyn Park, Minnesota.

Mayor Pro Tem Pha proclaimed November 30, 2019, as Small Business Saturday in the City of Brooklyn Park, Minnesota.

4.0 MOTION JACOBSON, SECOND PARKS TO APPROVE THE FOLLOWING ADMINISTRATIVE CONSENT ITEMS:

4.1 TO WAIVE THE READING AND ADOPT RESOLUTION #2019-177 ESTABLISHING POLLING PLACES IN THE CITY OF BROOKLYN PARK FOR THE PRESIDENTIAL NOMINATION PRIMARY ELECTION ON MARCH 3, PRIMARY ELECTION ON AUGUST 11, AND THE GENERAL ELECTION ON NOVEMBER 3, 2020.

4.2 TO WAIVE THE READING AND ADOPT RESOLUTION #2019-179 TO AUTHORIZE APPLICATION FOR GRANT FUNDING THROUGH THE HENNEPIN YOUTH SPORTS GRANT PROGRAM FOR NOBLE SPORTS PARK BASEBALL FIELD.

BROOKLYN PARK COUNCIL MEETING; NOVEMBER 12, 2019...Page 4

4.3 TO WAIVE THE READING AND ADOPT RESOLUTION #2019-179 ACCEPTING BIDS AND AWARDING CONTRACT IN THE AMOUNT OF \$108,920.00 TO JACON LLC OF VADNAIS HEIGHTS, MINNESOTA FOR 93RD AVENUE AND JEFFERSON HIGHWAY POND, CIP 3712-20.

4.4 TO WAIVE THE READING AND ADOPT ON SECOND READING ORDINANCE #2019-1246 AMENDING CHAPTER 92 OF CITY CODE PERTAINING TO ANIMALS AND ELIMINATING PET LICENSES.

4.5 TO SET A PUBLIC HEARING ON NOVEMBER 25, 2019, TO SOLICIT TESTIMONY AND CONSIDER THE RENEWAL OF THE CURRENCY EXCHANGE LICENSE FOR SJB ENTERPRISE INC. DBA YOUR EXCHANGE LOCATED AT 7646 BROOKLYN BOULEVARD.

4.6 TO SET A PUBLIC HEARING ON NOVEMBER 25, 2019, TO SOLICIT TESTIMONY AND CONSIDER THE RENEWAL OF THE CURRENCY EXCHANGE LICENSE FOR UNBANK COMPANY, LLP LOCATED AT 6319 ZANE AVENUE NORTH.

4.7 TO WAIVE THE READING AND ADOPT RESOLUTION #2019-180 AUTHORIZING AN AGREEMENT WITH THE ANOKA-HENNEPIN SCHOOL DISTRICT #11 TO PROVIDE SCHOOL RESOURCE OFFICER SERVICES TO CHAMPLIN PARK HIGH SCHOOL AND PREVENTION PROGRAM INSTRUCTION TO OXBOW CREEK ELEMENTARY SCHOOL AND MONROE ELEMENTARY SCHOOL.

4.8 TO SET A PUBLIC HEARING ON NOVEMBER 25, 2019, TO CONSIDER THE ISSUANCE OF AN ON-SALE WINE LICENSE FOR FIVE LADIES, INC. DOING BUSINESS AS ROLLS AND BOWLS RESTAURANT LOCATED AT 9656 COLORADO LANE NORTH.

4.9 TO APPROVE THE MINUTES OF THE BROOKLYN PARK CITY COUNCIL WORK SESSION OF JULY 30, 2018, AS PRESENTED BY THE CITY CLERK.

4.9 TO APPROVE THE MINUTES OF THE BROOKLYN PARK CITY COUNCIL MEETING OF OCTOBER 29, 2018, AS PRESENTED BY THE CITY CLERK.

4.9 TO APPROVE THE MINUTES OF THE BROOKLYN PARK CITY COUNCIL MEETING OF APRIL 8, 2019, AS PRESENTED BY THE CITY CLERK.

4.9 TO APPROVE THE MINUTES OF THE BROOKLYN PARK CITY COUNCIL MEETING OF APRIL 22, 2019, AS PRESENTED BY THE CITY CLERK.

4.9 TO APPROVE THE MINUTES OF THE BROOKLYN PARK SPECIAL CITY COUNCIL MEETING OF NOVEMBER 4, 2019, AS PRESENTED BY THE CITY CLERK.

MOTION PASSED UNANIMOUSLY.

5.1 Approve City Code Appendix Fee Resolution Table Amendments to Sanitary Sewer Utility and Street/Signal Lighting System Utility Rates and Charges.

Operations and Maintenance Director Dan Ruiz briefed the Council on the City Code Appendix Fee Resolution Table Amendments to Sanitary Sewer Utility and Street/Signal Lighting System Utility Rates and Charges.

5.1 Mayor Pro Tem Pha opened the public hearing to consider the City Code Appendix Fee Resolution Table Amendments to Sanitary Sewer Utility and Street/Signal Lighting System Utility Rates and Charges.

5.1 The following individuals addressed the Council: None.

5.1 Mayor Lunde closed the public hearing and returned it to the table for consideration.

Council Member Jacobson stated the townhouses varied in size. Some were four stories and detached, others were slab on grade. She asked if that factored into the fees or was it straight across the board. She asked about those on private streets.

Operations and Maintenance Director Ruiz stated it was just a flat fee based on the townhomes and on the lighting system. He stated there were similar number of lights per linear foot of street frontage in townhomes and tried to keep the fee structure as a flat fee. He stated the rate was decreased 50% if on a private street.

5.1 MOTION RUSSELL, SECOND JACOBSON TO WAIVE THE READING AND ADOPT RESOLUTION #2019 TO APPROVE CITY CODE APPENDIX FEE RESOLUTION TABLE AMENDMENTS TO SANITARY SEWER UTILITY RATES AND CHARGES.

Council Member Parks asked if they saved up for future projects or did they just get to a balance where they said if they got below that balance, they were going to start raising the rates.

Operations and Maintenance Director Ruiz stated they did try to save up and do a “pay as you go” program when they started to do those capital projects. He stated sometimes they fell a little behind, then they had to bond for covering future projects. He stated right now they were in good shape with the recommended rates to “pay as you go” and still meet their minimum fund balance recommendations. He stated the fund balance recommendations did tie into the city’s bond rating and that was looked at with the city’s financial consultants, Ehlers, and the Finance Department and that was where the recommendations came from.

Council Member Parks stated the Council got that all the time, that said the city was lower than a lot of cities as far as the costs, that the city was at the bottom end of the scale. He stated the city was also at the lower end of the income level from a lot of the other cities, when compared to Woodbury and Minnetonka. He stated the city didn’t have the income that those cities had and wanted staff to look at other cities with the city’s own median income. He asked the City Attorney that being there were only four Council Members present, if it had to be four votes to pass.

City Attorney Lykke stated the motion needed four votes to pass.

Operations and Maintenance Director Ruiz recommended that it could be tabled until the full Council was present.

Council Member Parks stated the Council talked about people on a fixed income all the time but they were constantly adding to their fixed incomes and was concerned about it. He stated he would like make a motion to table it until the full Council was present because he would say no tonight.

5.1 MOTION PARKS, SECOND JACOBSON TO TABLE THE RESOLUTION TO APPROVE CITY CODE APPENDIX FEE RESOLUTION TABLE AMENDMENTS TO SANITARY SEWER UTILITY RATES AND CHARGES. MOTION PASSED UNANIMOUSLY.

City Manager Stroebel stated there was a second motion and a motion should be made to table it too.

5.1 MOTION PARKS, SECOND JACOBSON TO TABLE THE RESOLUTION TO APPROVE CITY CODE APENDIX FEE RESOLUTION TABLE AMENDMENTS TO STREET/SIGNAL LIGHTING SYSTEM UTILITY RATES AND CHARGES. MOTION PASSED UNANIMOUSLY.

7.1 Approve Advance Construction Agreement No. 1035695 with the Minnesota Department of Transportation for the TH 169/101st Avenue Interchange Project, CIP 4042-19.

City Engineer Jesse Struve briefed the Council on the Advance Construction Agreement No. 1035695 with the Minnesota Department of Transportation for the TH 169/101st Avenue Interchange Project, CIP 4042-19.

7.1 MOTION RUSSELL, SECOND PARKS TO WAIVE THE READING AND ADOPT RESOLUTION #2019-181 APPROVING ADVANCE CONSTRUCTION AGREEMENT NO. 1035695 WITH THE MINNESOTA DEPARTMENT OF TRANSPORTATION FOR THE TH 169/101ST AVENUE INTERCHANGE PROJECT, CIP 4042-19. MOTION PASSED UNANIMOUSLY.

7.2 Resolution Amending Fee Resolution #2000-202 Adopting a Schedule of Fees and Charges for Various Services, Licenses and Permits for the City of Brooklyn Park, Minnesota.

Finance Director LaTonia Green briefed the Council on the Resolution Amending Fee Resolution #2000-202 Adopting a Schedule of Fees and Charges for Various Services, Licenses and Permits for the City of Brooklyn Park, Minnesota.

She stated the Council was given a revised resolution that included the Administrative Penalty Schedule relating to Failure to Obtain a Rental License fees. She stated it was inadvertently missed and was in the staff's memo.

7.2 MOTION PHA, SECOND RUSSELL TO WAIVE THE READING AND ADOPT RESOLUTION #2019-182 AMENDING FEE RESOLUTION #2000-202 ADOPTING A SCHEDULE OF FEES AND CHARGES FOR VARIOUS SERVICES, LICENSES AND PERMITS FOR THE CITY OF BROOKLYN PARK, MINNESOTA. MOTION PASSED UNANIMOUSLY.

9A COUNCIL MEMBER REPORTS AND ANNOUNCEMENTS – None.

9B CITY MANAGER REPORTS AND ANNOUNCEMENTS

BROOKLYN PARK COUNCIL MEETING; NOVEMBER 12, 2019...Page 7

City Manager Stroebel stated the Mayor's Prayer Breakfast would be held on November 22 from 7 to 9 a.m. at the Marriott Northwest and seats were still available if anyone was interested.

10.1 Motion for Adjournment.

10.1 MOTION PHA, SECOND RUSSELL TO ADJOURN THIS MEETING OF THE BROOKLYN PARK CITY COUNCIL IN RECOGNITION OF AND RESPECT FOR THE LIFE AND CONTRIBUTIONS OF BROOKLYN PARK POLICE OFFICER EMILY KROB AND RESPECTFULLY ASK THE SUPPORT OF FELLOW COUNCIL MEMBERS.

OFFICER EMILY KROB, A GRADUATE OF PARK CENTER HIGH SCHOOL, WAS BORN AND RAISED IN BROOKLYN PARK. AFTER ATTENDING COLLEGE OUT OF STATE, SHE RETURNED TO SERVE THE COMMUNITY SHE WAS RAISED IN AS A POLICE OFFICER. EMILY SERVED THE CITY OF BROOKLYN PARK FOR THE PAST 14 YEARS AS A PATROL OFFICER AND SCHOOL RESOURCE OFFICER AT CHAMPLIN PARK HIGH SCHOOL.

HER DEDICATED CONTRIBUTIONS ALSO TOUCHED MANY LIVES THROUGHOUT THE CITY AND THE SURROUNDING COMMUNITIES.

I FURTHER REQUEST THE MOTION BE MADE A PART OF THE PERMANENT RECORDS OF THIS BODY AND THAT A LETTER BEARING THE CITY SEAL AND THE SIGNATURE OF THE MAYOR BE SENT TO THE FAMILY ADVISING THEM OF THIS ACTION.

ADJOURNMENT – With consensus of the Council, Mayor Lunde adjourned the meeting at 8:30 p.m.

SUSAN PHA, MAYOR PRO TEM

DEVIN MONTERO, CITY CLERK

BROOKLYN PARK SPECIAL CITY COUNCIL MEETING
CLOSED EXECUTIVE SESSION

Monday, December 2, 2019
6:02 p.m.

Steve Lampi Room
5200 85th Avenue North

CALL TO ORDER – Mayor Jeffrey Lunde

PRESENT: Mayor Jeffrey Lunde; Council Members Tonja West-Hafner, Susan Pha (arrived at 6:10 p.m.), Terry Parks, Mark Mata (arrived at 6:12 p.m.), Wynfred Russell (arrived at 6:12 p.m.) and Lisa Jacobson; City Manager Jay Stroebel; Assistant City Manager Wokie Freeman-Gbogba; City Attorney Jim Thomson; Human Resources Manager Beth Toal, Fire Chief John Cunningham; Police Chief Craig Enevoldsen; Operations and Maintenance Director Dan Ruiz; and City Clerk Devin Montero.

ABSENT: None.

Mayor Lunde stated the purpose of the closed executive session was to discuss and consider matters relating to labor negotiation and strategies.

MOTION LUNDE, SECOND WEST-HAFNER TO CLOSE THE MEETING PURSUANT TO MINNESOTA STATUTES, SECTION 13D.03 SUBDIVISION 1(B) TO DISCUSS AND CONSIDER MATTERS RELATING TO LABOR NEGOTIATIONS AND STRATEGIES. MOTION PASSED UNANIMOUSLY.

At 6:02 p.m., the Council met in a closed session to discuss and consider matters relating to labor negotiations and strategies.

At 6:52 p.m., the Council ended their discussions.

Mayor Lunde stated the Council met in a closed session to discuss and consider matters relating to labor negotiations and strategies.

At 6:53 p.m., Mayor Lunde adjourned the special meeting.

JEFFREY JONEAL LUNDE, MAYOR

DEVIN MONTERO, CITY CLERK

City of Brooklyn Park Request for Council Action

Agenda Item:	4.4	Meeting Date:	December 9, 2019
Agenda Section:	Consent	Originating Department:	Finance
Resolution:	X	Prepared By:	Coty Hemann, Senior Accountant Renee Manning, Senior Accountant
Ordinance:	N/A		
Attachments:	1	Presented By:	LaTonia Green
Item:	Approve General Pay Increase and Shared Healthcare Premium Increase for Non-Represented Employees for 2020		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2019-_____ APPROVING A 3% GENERAL PAY INCREASE IN 2020 FOR NON-REPRESENTED CITY EMPLOYEES AND ADJUSTING THE CITY SHARED HEALTHCARE PREMIUMS (ROUNDED) AS FOLLOWS: FOR SINGLE COVERAGE OF HRA (\$747), HRA METRO (\$767), HSA (\$764), AND HSA METRO (\$792), EMPLOYEE PLUS ONE (\$1,325), FAMILY COVERAGE WILL HAVE A MONTHLY CITY CONTRIBUTION OF HRA (\$1,901), HRA METRO (\$1,936), HSA (\$1,799), AND HSA METRO (\$1,832) FOR 2020.

Overview:

The City is still under negotiations with the unions and has not settled labor contracts with all unions for 2020. The union contracts will be brought to Council once they are settled. The City has approximately 167 active full-time employees who are not represented by employee unions. During the year, we have received survey information from other cities regarding cost of living increases planned for 2020. The surveyed cities are planning increases of 3%. We are proposing an increase of 3% in 2020 to help us remain competitive in the job market and maintain a similar wage philosophy for our represented and non-represented employees. These changes are reflected in the final proposed 2020 budget.

In 2020, the City has adopted a new practice in sharing the increase in health insurance premiums along with adding an employee plus one option. For 2020, this equates to a monthly City contribution (rounded) toward health insurance for single coverage of HRA (\$747), HRA Metro (\$767), HSA (\$764), and HSA Metro (\$792). Employee plus one will have a City contribution of (\$1,325). Family coverage will have a monthly City contribution of HRA (\$1,901), HRA Metro (\$1,936), HSA (\$1,799), and HSA Metro (\$1,832).

Primary Issues/Alternatives to Consider:

When employee wages fall behind our peers, it can create challenges for employee morale, retention, and recruitment in the future.

Budgetary/Fiscal Issues:

Adequate funds are provided for in the proposed 2020 individual department budgets.

Attachments:

4.4A RESOLUTION

RESOLUTION #2019-

RESOLUTION APPROVING A 3% GENERAL PAY INCREASE IN 2020 FOR NON-REPRESENTED CITY EMPLOYEES AND ADJUSTING THE CITY SHARED HEALTHCARE PREMIUMS (ROUNDED) AS FOLLOWS: FOR SINGLE COVERAGE OF HRA (\$747), HRA METRO (\$767), HSA (\$764), AND HSA METRO (\$792), EMPLOYEE PLUS ONE (\$1,325), FAMILY COVERAGE WILL HAVE A MONTHLY CITY CONTRIBUTION OF HRA (\$1,901), HRA METRO (\$1,936), HSA (\$1,799), AND HSA METRO (\$1,832) FOR 2020

WHEREAS, it is in the interest of the City of Brooklyn Park to employ a strong and capable workforce consisting of experienced and motivated employees; and

WHEREAS, a competitive compensation plan benefits employee recruitment, retention, morale and promotes employee productivity; and

WHEREAS, the City Council has considered a 3% general increase for all non-represented employees; and

WHEREAS, the City Council has demonstrated a past practice of providing a reasonable annual increase to all City employees; and

WHEREAS, in 2020 the City has adopted a new practice in sharing the increase in health insurance premiums along with added an employee plus one option; and

WHEREAS, in 2020 the City will share the healthcare premium increase which represents a monthly City contribution (rounded) for single coverage of HRA (\$747), HRA Metro (\$767), HSA (\$764), and HSA Metro (\$792); employee plus one \$1,325. Family coverage will have a monthly City contribution of HRA (\$1,901), HRA Metro (\$1,936), HSA (\$1,799), and HSA Metro (\$1,832).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park to approve a 3% General Pay increase for non-represented employees for the year 2020 and adjust the monthly City contribution (rounded) toward health insurance for single coverage of HRA (\$747), HRA Metro (\$767), HSA (\$764), and HSA Metro (\$792). Employee plus one (\$1,325); family coverage will have a monthly City contribution of HRA (\$1,901), HRA Metro (\$1,936), HSA (\$1,799), and HSA Metro (\$1,832).

City of Brooklyn Park Request for Council Action

Agenda Item:	4.5	Meeting Date:	December 9, 2019
Agenda Section:	Consent	Originating Department:	Finance
Resolution:	X	Prepared By:	LaTonia Green, Finance Director
Ordinance:	N/A		
Attachments:	1	Presented By:	LaTonia Green
Item:	Fund Balance Commitments – December 31, 2019		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2019-_____ ESTABLISHING FUND BALANCE COMMITMENTS IN ACCORDANCE WITH THE CITY'S FUND BALANCE POLICY FOR THE YEAR ENDED DECEMBER 31, 2019.

Overview:

On December 5, 2011, the City Council adopted a Fund Balance Policy as part of its Governmental Accounting Standards Board (GASB) Statement No. 54 implementation. As part of this implementation, the City is required to establish any changes to its Committed Fund Balance by resolution prior to the end of the reporting period, which is the calendar year for cities.

The commitment of these fund balances by resolution restricts their use to only the purpose defined by the Council resolution. The City Council may at any time during the year, by resolution, adjust the committed amounts of a fund balance in any fund.

The following is a table of recommended fund balance commitments that are being suggested by staff:

Fund	Amounts to be Committed	Committed For
Federal Stimulus Grant	Fund Balance as of December 31, 2019	Community Development Programs
Community Development Block Grant	Fund Balance as of December 31, 2019	Community Development Programs
Open Space Land Acquisition & Development	Fund Balance as of December 31, 2019	Park Improvements
Special Assessment Construction	Fund Balance as of December 31, 2019	Transportation Improvements
Heritage Infrastructure	\$325,904	Debt Service
Heritage Infrastructure	Remaining Fund Balance as of December 31, 2019	Capital Projects (Equipment & Improvements)

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues:

The amounts related to each committed item will be determined based on the availability of fund balance.

Attachments:

4.5A RESOLUTION

RESOLUTION #2019-

RESOLUTION ESTABLISHING FUND BALANCE COMMITMENTS
IN ACCORDANCE WITH THE CITY'S FUND BALANCE POLICY
FOR THE YEAR ENDED DECEMBER 31, 2019

WHEREAS, the Governmental Accounting Standards Board (GASB) has issued Statement No. 54 – Fund Balance and Reporting and Governmental Fund Type Definitions, which changes the terminology used for fund balance reporting on balance sheets of Governmental Funds; and

WHEREAS, the City of Brooklyn Park adopted a Fund Balance Policy that follows the criteria related to GASB Statement No. 54; and

WHEREAS, the commitments listed below are being requested in accordance with the City's Fund Balance Policy.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park that the following Fund Balance Commitments be established in accordance with the City's Fund Balance Policy for the year ended December 31, 2019.

Fund	Amounts to be Committed	Committed For
Federal Stimulus Grant	Fund Balance as of December 31, 2019	Community Development Programs
Community Development Block Grant	Fund Balance as of December 31, 2019	Community Development Programs
Open Space Land Acquisition & Development	Fund Balance as of December 31, 2019	Park Improvements
Special Assessment Construction	Fund Balance as of December 31, 2019	Transportation Improvements
Heritage Infrastructure	\$325,904	Debt Service
Heritage Infrastructure	Remaining Fund Balance as of December 31, 2019	Capital Projects (Equipment & Improvements)

City of Brooklyn Park Request for Council Action

Agenda Item:	4.6	Meeting Date:	December 9, 2019
Agenda Section:	Consent	Originating Department:	Community Development
Resolution:	X	Prepared By:	Jason Newby, Inspections & Environmental Health Manager
Ordinance:	N/A		
Attachments:	3	Presented By:	Jason Newby
Item:	Approve and Continue an Environmental Health Services Agreement Between the City of Crystal and the City of Brooklyn Park in 2020		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2019-_____ TO APPROVE AND EXECUTE AN ENVIRONMENTAL HEALTH SERVICES AGREEMENT BETWEEN THE CITY OF CRYSTAL AND THE CITY OF BROOKLYN PARK.

Overview:

Since October 2006, the Code Enforcement and Public Health Division has been providing environmental/public health services to the City of Crystal through an interim and annual agreement.

In the interest of maintaining an expedient means of ensuring the public health and safety at the local level, the City of Crystal is requesting to continue its relationship with the City of Brooklyn Park in the form of an annual service contract to address environmental/public health matters enforceable by their city code. City of Brooklyn Park Registered Sanitarians will be available to respond to complaints regarding public health nuisances, complex housing conditions, lack of utilities, mold, unsanitary conditions, garbage, lighting and noise. The applicable Crystal City Code provisions are listed in Exhibit A of the attached agreement.

This agreement for annual environmental/public health services was recently approved by the Crystal City Council. The agreement will consist of an hourly contract payable on the 15th of each month. This agreement has been reviewed by the City Attorney.

Primary Issues/Alternatives to Consider:

Such an agreement between the City of Crystal and the City of Brooklyn Park has been an excellent example of inter-governmental cooperation and service sharing. The Brooklyn Park and Crystal agreement is viewed as a model to other cities exploring similar shared service agreements.

Budgetary/Fiscal Issues:

Per the agreement, the City of Crystal will pay the City of Brooklyn Park for services rendered at an hourly contract rate of \$72.00 per hour and shall not exceed \$2,000 over any calendar year. This amount reflects the level of service anticipated for 2020. The hourly rate will be reviewed in July of each year and may be adjusted according to elevated service levels, emergencies, pandemics, and inflation by mutual agreement.

Attachments:

- 4.6A RESOLUTION
- 4.6B CITY OF CRYSTAL LETTER
- 4.6C ENVIRONMENTAL HEALTH SERVICES AGREEMENT

RESOLUTION #2019-

RESOLUTION TO APPROVE AND EXECUTE
AN ENVIRONMENTAL HEALTH SERVICES AGREEMENT
BETWEEN THE CITY OF CRYSTAL AND THE CITY OF BROOKLYN PARK

WHEREAS, the City of Brooklyn Park supports providing mutual aid services with other municipalities;
and

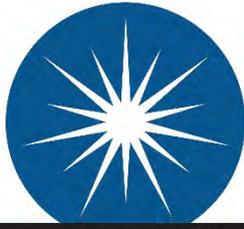
WHEREAS, the City of Crystal is in need of environmental health services at a reduced level to maintain a high level of service for local businesses and residents to address environmental/public health matters enforceable by their city code; and

WHEREAS, Brooklyn Park has been providing environmental health services since October 2006 per an interim and annual agreement; and

WHEREAS, the parties desire to enter into this Agreement, which sets forth the terms by which Brooklyn Park will perform services on behalf of Crystal; and

WHEREAS, the City Council of the City of Crystal recently approved the Environmental Health Services Agreement as proposed to the City of Brooklyn Park.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park to approve and agree to execute an Environmental Health Services Agreement between the City of Crystal and the City of Brooklyn Park for the year 2020.



CITY of CRYSTAL

4141 Douglas Drive North • Crystal, Minnesota 55422-1696

Tel: (763) 531-1000 • Fax: (763) 531-1188 • www.crystalmn.gov

November 7, 2019

Jason Newby
Code Enforcement & Public Health
City of Brooklyn Park
5200 85th Ave N
Brooklyn Park MN 55443

Subject: Proposed 2020 Environmental Health Services Agreement

Dear Jason:

I have enclosed the proposed agreement between Crystal and Brooklyn Park for Environmental Health Services coverage for calendar year 2020. The terms of the proposed agreement are unchanged from the 2019 agreement.

The Crystal City Council is scheduled to consider the 2020 agreement at its meeting on December 3, 2019, after which I will send you a signed original for execution by your Mayor and City Manager. Please email me a .pdf copy after it is signed on your end (you may keep the original).

Crystal appreciates the professionalism, dedication and responsiveness of Brooklyn Park's Code Enforcement and Public Health Division. We look forward to continuing this mutually beneficial relationship in 2020 and beyond.

Regards,

John Sutter
Community Development Director

Enclosure

ENVIRONMENTAL HEALTH SERVICES AGREEMENT

This Environmental Health Services Agreement (“Agreement”) is made on this ____ day of _____, 20__, by and between the City of Crystal, a Minnesota municipal corporation (“Crystal”) and the City of Brooklyn Park, a Minnesota municipal corporation (“Brooklyn Park”).

WHEREAS, Crystal is authorized and empowered to provide for environmental health services to ensure the public health, safety and welfare; and

WHEREAS, environmental health services have been provided to Crystal by Brooklyn Park since November 21, 2006; and

WHEREAS, Brooklyn Park currently has employees performing environmental health services; and

WHEREAS, Brooklyn Park has determined that, in addition to providing environmental health services for itself, its employees can continue to provide these services to Crystal; and

WHEREAS, both parties can benefit from Brooklyn Park continuing to provide these services to Crystal; and

WHEREAS, the parties desire to enter into this Agreement setting forth the terms by which Brooklyn Park will perform the services on behalf of Crystal; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

1. Environmental Health Services.
 - A. Hourly Services. Brooklyn Park shall provide the following environmental health services to Crystal upon the request of Crystal (“Hourly Services”):
 1. Respond to any environmental health emergencies, such as illness outbreaks or pollution investigations. If Brooklyn Park first becomes aware of an environmental health emergency in Crystal, it shall reasonably attempt to notify Crystal before responding.
 2. Perform routine inspections of existing establishments and facilities, as required by applicable Codes. Crystal shall be responsible for prosecuting any Code violations; and
 3. Perform complaint investigations for complaints received pursuant to the applicable Codes. Crystal shall be responsible for forwarding the complaint to Brooklyn Park’s Inspections & Environmental Health Manager for

investigation. Crystal shall also be responsible for prosecuting any Code violations; and

4. Respond to any public health nuisances such as clandestine drug lab sites, unsanitary housing, air quality, and water pollution. Crystal shall be responsible for informing Brooklyn Park's Inspections & Environmental Health Manager of any public health nuisance and prosecuting any Code violations. If Brooklyn Park first becomes aware of a public health nuisance in Crystal, it shall reasonably attempt to notify Crystal before responding; and
 5. Provide assistance to Crystal in providing general information from the Codes related to environmental health to citizens and businesses; and
 6. Respond to any complaints related to violation of the noise standards as defined by Minnesota Rules Chapter 7030. Crystal shall be responsible for forwarding any noise complaints to Brooklyn Park's Inspections & Environmental Health Manager for response. Crystal shall also be responsible for prosecuting any Code violations; and
 7. Provide other inspection services or technical recommendations related to Code matters as may from time to time be requested by Crystal; and
 8. Assist Crystal in its prosecutions of any Code violations by providing information and testifying in court.
- B. Crystal at all times shall be responsible for administering and enforcing any of its zoning requirements, including but not limited to, approval of site plans, building size, building location and building use and any other applicable performance standards. Crystal shall be responsible for administering and issuing all licenses and permits and collecting any applicable fees. Crystal shall receive and retain any applicable license or permit fees. Under no circumstances shall Brooklyn Park be responsible for performing any services related to Fire Code or Zoning Code enforcement or any other code compliance inspections that are not performed in connection with issuance of an environmental health license or public health investigation. Brooklyn Park shall not be responsible for prosecuting any Code violations or violations of any other code provision, State statute or regulation.
- C. The Hourly Services to be performed by Brooklyn Park may be performed by any qualified member of the Brooklyn Park Environmental Health Division and any qualified employee working under the direction and supervision of Brooklyn Park's Inspections & Environmental Health Manager.

2. Fees and Expenses.

- A. Fees. For any Hourly Services provided by Brooklyn Park, Crystal shall pay an hourly rate of \$72.00/hour (“Hourly Fee”) and shall not exceed a cumulative total of \$2,000 over any calendar year. Brooklyn Park shall not be responsible for services exceeding \$2,000 over any calendar year without mutual agreement between both parties. If the Hourly Services consist of responding to an environmental health emergency, Crystal shall also pay Brooklyn Park any overtime pay incurred by Brooklyn Park for its responding personnel, any equipment rental costs (including equipment that is owned by Brooklyn Park), supply costs, outside vendor services costs and costs for any other services used by Brooklyn Park during the environmental health emergency. Brooklyn Park’s Inspections & Environmental Health Manager or his or her designee shall have the exclusive authority in determining the need for any of these resources.
 - B. Adjustment of Fees. The Hourly Fee listed above may increase on January 1st of each year. Prior to January 1st, representatives from Brooklyn Park and Crystal shall meet to determine the amount of the increases. The increases shall be approved by the Crystal City Council.
 - C. Payment of Fees. Brooklyn Park shall submit to Crystal by the 15th of each month a detailed statement of the Hourly Services rendered in the month prior along with an invoice that includes the amount due, in such form and detail as Crystal may reasonably require, as well as periodic suggestions regarding other matters relating to the inspection service. Crystal shall pay the invoice no later than thirty days from the date of the invoice.
3. Records. Brooklyn Park shall maintain any original records related to the Hourly Services for Crystal. These records shall be kept on file by Brooklyn Park pursuant to State law. They shall be accessible to Crystal. In the event this Agreement is terminated, all original records shall be returned to Crystal.
 4. Administrative Responsibility. The Brooklyn Park Inspections & Environmental Health Manager and his or her designees are hereby provided specific authority by Crystal to administer and enforce the Codes as provided by this Agreement. The daily administration of the Hourly Services rendered pursuant to this Agreement shall be under the sole direction of Brooklyn Park. The degree of Hourly Services rendered, the standards of performance and other matters relating to regulations and policies shall remain under the control of Brooklyn Park. The Hourly Services rendered under this Agreement shall be performed at the City offices of Brooklyn Park, except for required on-site inspections or as otherwise specifically noted in this Agreement.
 5. Personnel, Employees of Brooklyn Park. Any employee assigned by Brooklyn Park to perform the Hourly Services pursuant to this Agreement shall remain the exclusive employee of Brooklyn Park. Crystal shall not assume any liability and shall not be responsible for the direct payment of any salary, wage, workers’ compensation, income tax withholding, PERA withholding tax and health insurance or any other type of compensation

to any Brooklyn Park employee for performing the Hourly Services pursuant to this Agreement.

6. Communications, Equipment and Supplies. With the exception of environmental health emergency services, Brooklyn Park shall be responsible for the costs of providing any necessary supplies, equipment and vehicles for the Brooklyn Park Inspections & Environmental Health Manager and his or her designees in performance of the Hourly Services. In the event that there are any supplies that must be specially printed for Crystal such as permits, licenses, forms, etc., Crystal shall be responsible for purchasing these supplies.
7. Indemnification. Brooklyn Park agrees to defend, indemnify and hold harmless Crystal and its officials, agents and employees from and against all claims, actions, damages, losses, liabilities or expenses, including attorneys' fees arising out of or resulting from Brooklyn Park's performance of the Hourly Services pursuant to this Agreement. Crystal agrees to defend, indemnify and hold harmless Brooklyn Park and its officials, agents and employees from and against all claims, actions, damages, losses, liabilities or expenses, including attorneys' fees arising out of or resulting from Crystal's performance of its duties required under this Agreement. Nothing herein shall be deemed a waiver by either party of the limitations on liability set forth in Minnesota Statutes Chapter 466.
8. Insurance. During the entire term of this Agreement, Crystal shall maintain comprehensive general liability insurance in amounts sufficient to cover the maximum liability limits provided by state law, in order to protect Crystal and Brooklyn Park from liability, which arises directly or indirectly from the provision of the Hourly Services pursuant to this Agreement. This insurance shall include coverage of Crystal's indemnification obligation in paragraph 7 above.
9. Severability. In the case any one or more of the provisions contained in this Agreement shall be declared invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this Agreement and any other application of this Agreement shall not in any way be affected or impaired.
10. Notices. All notices required by this Agreement shall be in written form and shall be delivered to the respective City Manager. Notice may be made by personal delivery, facsimile or U.S. Mail.
11. No Partnership. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the persons employed by Brooklyn Park as the agent, representative or employee of Crystal for any purpose or in any manner whatsoever. Brooklyn Park is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

12. Entire Agreement. This Agreement represents the entire Agreement between Crystal and Brooklyn Park and supersedes and cancels any and all prior agreements or proposals, written or oral, between the parties relating to the subject matter hereof, any amendments, addenda, alterations, or modifications to the terms and conditions of this Agreement shall be in writing and signed by both parties.
13. Term of Agreement. Notwithstanding the date of execution, this Agreement shall be effective on January 1, 2020 and shall terminate on December 31, 2020. This Agreement may be renewed for additional one year terms by mutual agreement of the parties. Either party may terminate this Agreement without cause upon 180 days' prior written notice to the other party. In the event of termination of the Agreement by either party, Crystal shall be responsible for payment of a prorated amount of the quarterly Annual Fee for any Hourly Services rendered by Brooklyn Park after the termination date which are necessarily incurred in order to complete work begun prior to the termination date.
14. Counterparts. This Agreement may be simultaneously executed in any number of counterparts, all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have set forth their hands on the day and year first written above.

CITY OF BROOKLYN PARK

By: _____
Jeffrey Lunde
Its: Mayor

By: _____
Jay Stroebel
Its: City Manager

CITY OF CRYSTAL

By: _____
Jim Adams
Its: Mayor

By: _____
Anne Norris
Its: City Manager

EXHIBIT A

The following Crystal City Code provisions shall be applicable to the Hourly Services being provided by Brooklyn Park pursuant to this Agreement:

Chapter 4, Section 425 – Property Maintenance Code (applicable sections; e.g., unsanitary conditions)

Chapter 6 – Public Health, including but not limited to Public Nuisances, Garbage and Refuse, and Noise Control

Chapter 11, Section 1140 – Therapeutic Massage

City of Brooklyn Park Request for Council Action

Agenda Item:	4.7	Meeting Date:	December 9, 2019
Agenda Section:	Consent	Originating Department:	Administration
Resolution:	X	Prepared By:	Beth Toal, Human Resources Manager
Ordinance:	N/A		
Attachments:	1	Presented By:	Jay Stroebel, City Manager
Item:	Acceptance of Collective Bargaining Agreement with the Brooklyn Park Police Federation for 2018-2019		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2019-_____ TO ACCEPT STAFF TO ENTER INTO THE COLLECTIVE BARGAINING AGREEMENT WITH THE BROOKLYN PARK POLICE FEDERATION FOR 2018-2019.

Overview:

City staff and union representatives from the Brooklyn Park Police Federation were unable to come to a tentative agreement on a collective bargaining agreement for the period of January 1, 2018 through December 31, 2019. Therefore, the union filed a motion to participate in interest arbitration. The City and Union engaged in that process and the arbitrator made his award on March 22, 2019. The arbitrator's decision is final and binding.

The Council will receive the arbitration decision and the 2018-2019 contract under separate cover.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues:

Funds are available in the 2018-2019 general fund budget.

Attachments:

4.7A RESOLUTION

RESOLUTION #2019-

RESOLUTION TO ACCEPT STAFF TO ENTER INTO THE COLLECTIVE BARGAINING AGREEMENT
WITH THE BROOKLYN PARK POLICE FEDERATION FOR 2018-2019

WHEREAS, the City of Brooklyn Park has reached a negotiated agreement with the Brooklyn Park Police Federation; 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 2018-2019 agreement between the City of Brooklyn Park and the Brooklyn Park Police Association is hereby accepted for 2018-2019, and the City Manager is hereby authorized to execute the same on behalf of the City.

City of Brooklyn Park Request for Council Action

Agenda Item:	4.8	Meeting Date:	December 9, 2019
Agenda Section:	Consent	Originating Department:	Administration
Resolution:	N/A	Prepared By:	Jay Stroebel, City Manager
Ordinance:	N/A		
Attachments:	2	Presented By:	Jay Stroebel
Item:	Approve Updated Joint Powers Agreement with North Metro Mayors Association		

City Manager's Proposed Action:

MOTION _____, SECOND _____, APPROVING THE UPDATED JOINT POWERS AGREEMENT WITH THE NORTH METRO MAYORS ASSOCIATION.

Overview:

In recent months, the North Metro Mayors Association approved an amended and restated joint powers agreement for the member communities. The changes are housekeeping in nature bringing the document up to date.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments:

- 4.8A UPDATED JOINT POWERS AGREEMENT
- 4.8B REDLINED JOINT POWERS AGREEMENT

**2019 AMENDED AND RESTATED
JOINT POWERS AGREEMENT
FOR A COALITION OF METROPOLITAN COMMUNITIES**

THIS AGREEMENT, made and entered into by and between the cities of Andover, Anoka, Blaine, Brooklyn Center, Brooklyn Park, Champlin, Circle Pines, Coon Rapids, Dayton, Fridley, Mounds View, Maple Grove, New Brighton, New Hope, Ramsey, Spring Lake Park, which cities are all of the current members (hereinafter collectively referred to as the “Current Members”) of the North Metro Mayors Association, a Minnesota joint powers organization (hereinafter referred to as the “Coalition”).

WHEREAS, the Current Members determined in 2010 that it was in the best interest of the public to amend the joint powers agreement of the Coalition; and

WHEREAS, the Current Members determined in 2019 that it is the best interest of the public to amend the Amended and Restated JPA of the Coalition as hereinafter set forth.

NOW THEREFORE, pursuant to the authority granted by Minnesota Statutes, Section 471.59, the parties hereto agree that the Original Joint Powers Agreement and Amended and Restated JPA is amended and restated as follows:

- 1) NAME OF ORGANIZATION. The parties hereby create a joint powers organization to be known as the North Metro Mayors Association (hereinafter referred to as the “Coalition”).
- 2) MEMBERS. Entities authorized to be parties to a joint powers agreement by Minnesota Statutes, Section 471.59 may join the Coalition as members upon approval of a majority of the Member Cities, approval by resolution of the governing body of the entity, execution of a copy of this Agreement and filing of an executed copy of the resolution and agreement with the Coalition.
- 3) PURPOSE. The purpose of the Coalition is to promote transportation and economic development and to assist governmental units in providing government services and conducting government functions effectively and efficiently.
- 4) BOARD OF DIRECTORS. The governing body of the Coalition shall be its Board of Directors. Each member shall appoint two (2) directors. Each director shall have one (1) vote. Board Members shall hold office at the pleasure of the appointing member and shall remain in office until replaced.

A majority of the Member Cities shall constitute a quorum of the Board.

- 5) COMMITTEES. The Board of Directors shall appoint an Operating Committee. The Operating Committee shall have authority to manage the affairs and business of the

Coalition between Board meetings, but at all times, shall be subject to the control and direction of the Board.

The Operating Committee shall meet as needed at a time and place to be determined by the Chair of Operating Committee.

The Board may establish such other committees, task forces or working groups as it deems appropriate.

- 6) MEETINGS. The Coalition shall meet on call of the President, the Executive Director or chair of the Operating Committee.
- 7) FINANCIAL MATTERS. Coalition funds may be expended consistent with the annual operating budget adopted by the Board. Other legal instruments shall be executed by Coalition officers with authority granted by the Board. The Board shall have no authority to expend funds in excess of the Coalition funds or incur any debt.

The financial contribution of the members in support of the Coalition shall be determined annually by the Board. Each of the members shall, by February 2 of each year, pay to the Coalition an amount as annually determined by the Board. The Board may authorize changes in the member assessment for all members upon majority vote. The annual member assessment levy shall be determined by October 1 of the preceding year.

Special member assessments may be made upon Board approval by majority vote for a project and program not budgeted, however, members shall retain the right to participate in such project or program in their sole discretion.

The Board may receive financial contributions from counties, non-profit organizations, private associations, entities or financial institutions. The Board may make such counties, non-profit organizations, associations, entities or institutions associate members. Associate members may send representatives to Board meetings, but shall not be entitled to representation on the Board or have any voting rights.

- 8) BYLAWS. The Board of Directors shall adopt such bylaws and procedures as it deems appropriate for the administration of the Coalition and the conduct of its meetings. Such bylaws may be adopted and amended only by a majority vote of all Member Cities.
- 9) OFFICERS. At the first meeting of the Board of Directors in each year, the Board will elect from its members a President, a Vice President, a Treasurer and a Secretary and such other officers as it deems necessary to conduct its meetings and affairs. The offices of Treasurer and Secretary may be held by the same person.
- 10) POWERS.
 - A. The Coalition may employ such persons as it deems necessary to accomplish its

purposes.

- B. The Coalition may contract with any members, other governmental units or other entities to accomplish its purposes.
 - C. The Coalition may contract for space, equipment and supplies to carry on its activities.
 - D. The Coalition shall designate one or more national or state banks or trust companies authorized by Minnesota Statutes, Chapter 118A or 427, to receive deposit of public monies to act as depositories for the Coalition's funds. No funds may be disbursed without the signatures of an authorized officer.
 - E. The Coalition shall purchase such insurance as it deems appropriate but shall purchase liability insurance in at least the amount of potential liability for political subdivisions under Minnesota Statutes, Section 466.04.
 - F. The Coalition may undertake programs and contract with members, and with any non-members authorized to enter into joint powers agreements under Minnesota Statutes, Section 471.59, to provide services to those contracting parties including, but not limited to, joint purchasing of supplies, other products, equipment and services; provided, however, that the Coalition may provide such services to individual members or to non-members only when the program is self-supporting and will not result in any non-participating member incurring expenses or in expenditure of any of the Coalition funds derived from membership contributions without the approval of the Board.
- 11) WITHDRAWAL. Any member may withdraw from the Coalition effective on January 1 of any year by giving written notice to the Coalition prior to October 15 of the preceding year.
 - 12) TERMINATION. The Coalition shall be dissolved if less than three (3) members remain, or by mutual signed agreement of all of the members. Upon termination, remaining assets of the Coalition shall be distributed to the members still remaining at the time of termination, pro rated according to their respective contributions for the year of termination.
 - 13) NOTICES. All notices or other communications required to be given to the Coalition shall be sufficiently given and shall be deemed given when delivered or mailed by registered or certified mail, postage prepaid.
 - 14) AMENDMENTS. This Agreement may be amended and become effective only by written agreement entered into by all members in good standing.
 - 15) MULTIPLE EXECUTION. This Agreement may be executed simultaneously in any number of counterparts, each of which counterparts shall be deemed to be an original

and all such counterpart shall constitute but one and the same instrument. An originally executed counterpart shall be filed with the Executive Director, North Metro Mayors Association, 1000 Westgate, Suite #201, St. Paul, MN 55114.

- 16) EFFECTIVE DATE. This Agreement shall be in full force and effect upon receipt by the Executive Director, North Metro Mayors Association, 1000 Westgate, Suite #201, St. Paul, MN 55114, of an executed copy hereof. Upon receipt of all such documents, the previous Joint Powers Agreement 2010 and Amended and Reinstated JPA shall be superseded and replaced by this Agreement, and the Coalition will promptly mail a copy of the fully executed agreement to each of the Current Members.

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CITY OF ANDOVER

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CITY OF RAMSEY

By: _____

And by: _____

CITY OF SPRING LAKE PARK

By: _____

And by: _____

**2019SECOND AMENDED AND RESTATED
JOINT POWERS AGREEMENT
FOR A COALITION OF METROPOLITAN COMMUNITIES**

THIS AGREEMENT, made and entered into by and between the cities of Andover, Anoka, Blaine, Brooklyn Center, Brooklyn Park, Champlin, Circle Pines, ~~Columbus~~, Coon Rapids, Dayton, ~~Fridley, Lexington~~, Mounds View, Maple Grove, ~~Minneapolis~~, New Brighton, New Hope, ~~Osseo~~, Ramsey, Spring Lake Park, which cities are all of the current members (hereinafter collectively referred to as the "~~Initial-Current~~ Members") of the North Metro Mayors Association, a Minnesota joint powers organization (hereinafter referred to as the "Coalition").

~~WHEREAS, original cities the Initial-Current Members are parties to the joint powers agreement that created the Coalition (hereinafter the "Original Joint Powers Agreement"); and~~

WHEREAS, the ~~Initial-Current~~ Members ~~have determined in 2010~~ that it ~~was~~ is in the best interest of the public to amend the joint powers agreement of the Coalition; ~~and as hereinafter set forth.~~

~~WHEREAS, the Current Members determined in 2019 that it is the best interest of the public to amend the Amended and Restated JPA of the Coalition as hereinafter set forth.~~

NOW THEREFORE, pursuant to the authority granted by Minnesota Statutes, Section 471.59, the parties hereto agree that the Original Joint Powers Agreement and Amended and Restated JPA is amended and restated as follows:

- 1) NAME OF ORGANIZATION. The parties hereby create a joint powers organization to be known as the North Metro Mayors Association (hereinafter referred to as the "Coalition").
- 2) MEMBERS. Entities authorized to be parties to a joint powers agreement by Minnesota Statutes, Section 471.59 may join the Coalition as members upon approval of a majority of the ~~Board of Directors~~ Member Cities, approval by resolution of the governing body of the entity, execution of a copy of this Agreement and filing of an executed copy of the resolution and agreement with the Coalition.
- 3) PURPOSE. The purpose of the Coalition is to promote transportation and economic development and to assist governmental units in providing government services and conducting government functions effectively and efficiently.
- 4) BOARD OF DIRECTORS. The governing body of the Coalition shall be its Board of Directors. Each member shall appoint two (2) directors. Each director shall have one (1) vote. Board Members shall hold office at the pleasure of the appointing member and

shall remain in office until replaced.

A majority of the ~~Board of Directors~~ Member Cities shall constitute a quorum of the Board.

- 5) COMMITTEES. The Board of Directors shall appoint an Operating Committee. The Operating Committee shall have authority to manage the affairs and business of the Coalition between Board meetings, but at all times, shall be subject to the control and direction of the Board.

The Operating Committee shall meet as needed at a time and place to be determined by the Chair of Operating Committee.

The Board may establish such other committees, task forces or working groups as it deems appropriate.

- 6) MEETINGS. The Coalition shall meet on call of the ~~P~~resident, the ~~Executive Vice president and Chief Operating Officer~~ eExecutive ~~D~~irector or chair of the Operating Committee.

- 7) FINANCIAL MATTERS. Coalition funds may be expended consistent with the annual operating budget adopted by the Board. Other legal instruments shall be executed by Coalition officers with authority granted by the Board. The Board shall have no authority to expend funds in excess of the Coalition funds or incur any debt.

The financial contribution of the members in support of the Coalition shall be determined annually by the Board. Each of the members shall, by February 2nd of each year, pay to the Coalition an amount as annually determined by the Board. The Board may authorize changes in the member assessment for all members upon majority vote. The annual member assessment levy shall be determined by October 1st of the preceding year.

Special member assessments may be made upon Board approval by majority vote for a project and program not budgeted, however, members shall retain the right to participate in such project or program in their sole discretion.

The Board may receive financial contributions from counties, non-profit organizations, private associations, entities or financial institutions. The Board may make such counties, non-profit organizations, associations, entities or institutions associate members. Associate members may send representatives to Board meetings, but shall not be entitled to representation on the Board or have any voting rights.

- ~~8)~~ BYLAWS. The Board of Directors shall adopt such bylaws and procedures as it deems appropriate for the administration of the Coalition and the conduct of its meetings. Such bylaws may be adopted and amended only by a majority vote of all ~~Board Members~~ Member Cities.

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- 9) OFFICERS. At the first meeting of the Board of Directors in each year, the Board will elect from its members a President, a Vice President, a Treasurer and a Secretary and such other officers as it deems necessary to conduct its meetings and affairs. The offices of Treasurer and Secretary may be held by the same person.
- 10) POWERS.
- A. The Coalition may employ such persons as it deems necessary to accomplish its purposes.
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 - F. The Coalition may undertake programs and contract with members, and with any non-members authorized to enter into joint powers agreements under Minnesota Statutes, Section 471.59, to provide services to those contracting parties including, but not limited to, joint purchasing of supplies, other products, equipment and services; provided, however, that the Coalition may provide such services to individual members or to non-members only when the program is self-supporting and will not result in any non-participating member incurring expenses or in expenditure of any of the Coalition funds derived from membership contributions without the approval of the Board.
- 11) WITHDRAWAL. Any member may withdraw from the Coalition effective on January 1 of any year by giving written notice to the Coalition prior to October 15 of the preceding year.
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- 14) AMENDMENTS. This Agreement may be amended and become effective only by written agreement entered into by all members in good standing.
- 15) MULTIPLE EXECUTION. This Agreement may be executed simultaneously in any number of counterparts, each of which counterparts shall be deemed to be an original and all such counterpart shall constitute but one and the same instrument. An originally executed counterpart shall be filed with the ~~Executive Director~~~~Executive Vice President~~ and ~~Chief Operating Officer~~, North Metro Mayors Association, 1000 Westgate, Suite #201, St. Paul, MN 55114.
- 16) EFFECTIVE DATE. This Agreement shall be in full force and effect upon receipt by the ~~Executive Director~~~~Executive Vice President~~ and ~~Chief Operating Officer~~, North Metro Mayors Association, 1000 Westgate, Suite #201, St. Paul, MN 55114, of an executed copy hereof, ~~along with a copy of a certified resolution of the governing bodies of each of the Initial Members authorizing such execution and delivery.~~ Upon receipt of all such documents, the ~~previous Original~~ Joint Powers Agreement 2010— and Amended and Reinstated JPA shall be superseded and replaced by this Agreement, and the Coalition will promptly mail a copy of the fully executed agreement to each of the ~~Initial~~ Current Members.

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And by: _____

CITY OF RAMSEY

By: _____

And by: _____

CITY OF SPRING LAKE PARK

By: _____

And by: _____

City of Brooklyn Park Request for Council Action

Agenda Item:	4.9	Meeting Date:	December 9, 2019
Agenda Section:	Consent	Originating Department:	Operations and Maintenance
Resolution:	X	Prepared By:	Steve Nauer, Street-Fleet Division Manager Dan Ruiz, O&M Director
Ordinance:	N/A		
Attachments:	1	Presented By:	Dan Ruiz, O&M Director
Item:	Amend the 2019 General Fund: Operations and Maintenance Department, Street Maintenance Division – Snow and Ice Control Program Budget with a Reallocation of \$110,000 and Subsequent Reduction of \$110,000 from the 2019 Budget Contingency		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2019-____ TO AMEND THE 2019 GENERAL FUND: OPERATIONS AND MAINTENANCE DEPARTMENT, STREET MAINTENANCE DIVISION – SNOW AND ICE CONTROL PROGRAM BUDGET BE INCREASED BY \$110,000 AND THE 2019 GENERAL FUND CONTINGENCY BUDGET BE DECREASED BY \$110,000.

Overview:

This request relates to the need to increase the 2019 General Fund Operations and Maintenance Department, Street Maintenance Division – Snow and Ice Control Program budget for road salt supplies by a \$110,000 reallocation from the 2019 General Fund Contingency. This also reduces the 2019 General Fund budget contingency by \$110,000.

This budget adjustment is necessary due to the severe weather we experienced this past winter/spring and the early start to winter this November. The number and timing of snow events has also caused us to exceed our overtime budget. Depending on the rest of the year, and how other O&M general fund budgets finish the year, we may need to come back to the City Council in January or February to request additional contingency funds to cover the overtime expenses.

Approximately 3,200 tons of salt are needed for an average winter. Current inventory of road salt is too low to get through an average December and the salt budget of \$250,000 was depleted in March. The requested reallocation of funds would fund the purchase of 1,500 tons of salt, which is anticipated to get us through an average December.

The amount of road salt needed is difficult to exactly predict due to the wide variance of winter weather. It primarily depends on the amount of ice formed by compacted snow, freezing rain/sleet or freeze/thaw temperatures more than the total amount of snow. Therefore, we use history as our best indicator of our estimated needs.

Primary issues/alternatives to consider:

Should the reallocation from the General Fund contingency be approved as recommended?

The reallocation is necessary to ensure an adequate amount of road salt is available for an average December. 2020 funds will become available in January, which are anticipated to meet salt needs for the remainder of the 2019-20 winter season.

Budgetary/Fiscal Issues:

The recommended reallocation will increase the 2019 General Fund: Operations and Maintenance Department, Street Maintenance Division – Snow and Ice Control budget for road salt supplies from to \$250,000 to \$360,000. This has no overall effect to the 2019 total General Fund Budget, but does reduce the contingency by \$110,000, from \$300,000 to \$190,000.

Attachments:

4.9A RESOLUTION

RESOLUTION #2019-

RESOLUTION TO AMEND THE 2019 GENERAL FUND:
OPERATIONS AND MAINTENANCE DEPARTMENT, STREET MAINTENANCE DIVISION –
SNOW AND ICE CONTROL PROGRAM BUDGET BE INCREASED BY \$110,000
AND THE 2019 GENERAL FUND CONTINGENCY BUDGET BE REDUCED BY \$110,000

WHEREAS, a budget addition amendment to the 2019 General Fund, Operations and Maintenance Department, Street Maintenance Division – Snow and Ice Control Program budget, is needed for road salt supplies; and

WHEREAS, this road salt increase is necessary to ensure an adequate amount of road salt is available for an average December with approximately 10 plowing/salting events, until 2020 funds become available; and

WHEREAS, the amendment is accomplished by a \$110,000 reallocation from the 2019 General Fund contingency to the Snow and Ice Control Program budget.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park to amend the 2019 General Fund: Operations and Maintenance Department, Street Maintenance Division – Snow and Ice Control program budget be increased by \$110,000 and the 2019 General Fund Contingency Budget be reduced by \$110,000.

City of Brooklyn Park Request for Council Action

Agenda Item:	5.1	Meeting Date:	December 9, 2019
Agenda Section:	Public Hearings	Originating Department:	Community Development
Resolution:	N/A	Prepared By:	Megan Bookey, Program Assistant III
Ordinance:	N/A		
Attachments:	N/A	Presented By:	Keith Jullie, Rental and Business Licensing Manager
Item:	Approve an On-Sale Intoxicating Liquor License for Midas Hospitality LLC dba Hampton Inn Brooklyn Park, 9470 West Broadway, Brooklyn Park		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO APPROVE AN ON-SALE INTOXICATING LIQUOR LICENSE FOR MIDAS HOSPITALITY LLC DBA HAMPTON INN BROOKLYN PARK, 9470 WEST BROADWAY, BROOKLYN PARK.

Overview:

This item is a public hearing to approve an on-sale intoxicating liquor license for Midas Hospitality LLC dba Hampton Inn Brooklyn Park, 9470 West Broadway, Brooklyn Park.

This applicant was approved for an on-sale wine and strong beer license at the October 28, 2019 City Council meeting. The applicant has decided to obtain a full liquor license instead of the Wine License for business reasons.

The Community Development Department approved the original application on May 16, 2019. The Police Department has completed their investigation of the officers and restaurant manager. This is a newly constructed building and the certificate of occupancy has been issued. They are now open for business.

The Community Development Department, Fire Department and Police Department find no reason that would preclude the issuance of this license.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments: N/A

City of Brooklyn Park Request for Council Action

Agenda Item:	7.1	Meeting Date:	December 9, 2019
Agenda Section:	General Action Items	Originating Department:	Administration
Resolution:	N/A	Prepared By:	Marlene Kryder, Program Assistant
Ordinance:	N/A		
Attachments:	N/A	Presented By:	Mayor Jeffrey Lunde
Item:	Appointment to the Northwest Suburbs Cable Communications Commission		

City Manager's Proposed Action:

Appoint a commissioner to serve on the Northwest Suburbs Cable Communications Commission.

Northwest Suburbs Cable Communications Commission (NWSCCC) One appointment (City At-large)

City At-large – One opening for a one-year term

MOTION _____, SECOND _____, TO APPOINT _____ TO THE NORTHWEST SUBURBS CABLE COMMUNICATIONS COMMISSION REPRESENTING THE CITY AT-LARGE FOR A ONE-YEAR TERM EFFECTIVE JANUARY 1, 2020 THROUGH DECEMBER 31, 2020. (Reappointing or replacing Sharon Arbeiter)

Overview:

On December 2, 2019, the City Council interviewed applicants.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments: N/A

City of Brooklyn Park Request for Council Action

Agenda Item:	7.2	Meeting Date:	December 9, 2019
Agenda Section:	General Action Items	Originating Department:	Finance Department
Resolution:	XXX	Prepared By:	Jeanette Boit-Kania, Assistant Finance Director; Renée Manning, Senior Accountant; Coty Hemann, Senior Accountant
Ordinance:	N/A		
Attachments:	9	Presented By:	LaTonia Green, Finance Director Dan Ruiz, O&M Director
Item:	Adoption of the 2020-2021 Proposed Budget, 2020-2024 Capital Improvement Plan, 2020-2024 Street Improvement Plan, 2020-2024 Capital Equipment Plan and 2020 Property Tax Levies		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2019-_____ ADOPTING THE 2020-2021 BUDGET, 2020-2024 CAPITAL IMPROVEMENT PLAN, 2020-2024 CAPITAL EQUIPMENT PLAN AND 2020-2024 STREET IMPROVEMENT PLAN.

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2019-_____ APPROVING THE 2020 FINAL TAX LEVY FOR THE GENERAL FUND AND THE DEBT SERVICE FUNDS AND CERTIFYING THEM TO HENNEPIN COUNTY.

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2019-_____ ADOPTING A SPECIAL BENEFIT HRA TAX LEVY AND AN EDA CITY TAX LEVY FOR THE PURPOSE OF DEFRAYING THE COSTS INCURRED BY THE BROOKLYN PARK ECONOMIC DEVELOPMENT AUTHORITY (EDA) UNDER ITS HOUSING AND REDEVELOPMENT POWERS FOR THE YEAR 2020, CERTIFYING THEM TO HENNEPIN COUNTY.

Overview:

The 2020-2021 City Manager's Final Proposed Budget was presented Monday, November 25, 2019, and then during the Truth in Taxation Public Hearing presentation on December 2, 2019. The 2020 Final Proposed Budget for the General Fund is \$54,774,511 and the 2021 Final Proposed Budget for General Fund is \$56,667,299. This represents an increase in 2020 of \$2.6 million or 4.95% over the 2019 Adopted Budget and an increase of \$1.9 million or 3.46% over the 2020 City Manager's Final Proposed Budget.

The Preliminary 2020 General Property Tax Levy (including debt) that were adopted on September 23, 2019, requested a total of \$46,593,097 plus an HRA Levy of \$1,000,000 and an EDA levy of \$1,326,649 for a total levy of \$47,919,746. This levy resulted in an initial estimated 6.00% increase in property tax levy from 2019 and represents the highest amount the City is authorized to levy for 2020. The City Manager's Final Proposed 2020 budget was submitted at the Council meeting Monday, November 25, 2019. The final recommendation includes reducing the EDA and HRA property tax levy by a total of \$212,948. These changes will result in a 5.54% levy increase from 2019.

The 2020-2024 Capital Improvement Plan (CIP) is a planning document that outlines the City's planned schedule for capital improvements. The CIP is split into four categories: General Public Buildings, Park and Recreation Facilities, Public Utility Facilities and Transportation Facilities (Street Improvement Plan). The plan is designed to be flexible and is updated annually. It provides a tool to ensure capital improvements are coordinated within the city and with other public and private entities.

Street Improvement Plan

Bonding authority (outside of a voter referendum) for street improvements and reconstruction was granted to cities under Minnesota Statutes, section 475.58, subdivision 3(b), as amended (the “Act”). In order for cities to issue street reconstruction bonds under the Act, the City Council of a city must unanimously adopt a five-year street improvement plan (the “Plan”) after a public hearing.

The Plan is represented as the Transportation Facilities Section of the proposed 2020-2024 CIP that is also being adopted at the same meeting. The Plan is shown separately for this public hearing under the advisement of the City Attorney in order to meet the requirements of the Act. The 2020-2024 Street Improvement Plan does not include the issuance of bonds under the provisions of the Act, but is being brought forward in this manner to be consistent with previous approvals. Holding the public hearing is necessary to maintain the ability of the City to consider bonding if the need should arise. Any bonding would be brought before the City Council for separate approval and approval here does not issue authority to proceed with any bond issuance.

Capital Improvement Plan

Bonding authority (outside of a voter referendum) for capital improvements was granted to cities under Minnesota Statute 475.521, as amended (the “Act”). In order for cities to issue bonds under this statute, the city must have a five-year CIP that is adopted unanimously by the City Council after a public hearing is held.

The Proposed Capital Improvement Plan 2020-2024 (the “Plan”) does not include the issuance of bonds under the Act. Holding the public hearing is necessary to maintain the ability of the city to consider this type of bonding for another project if the need should arise. Any bonding would be brought before the City Council for separate approval and approval here does not issue authority to proceed with any bond issuance.

Capital Equipment Plan

The 2020-2024 Capital Equipment Plan (CEP) is a planning document that outlines the city’s planned schedule for the replacement of equipment. The Plan is split into three categories: Vehicles/Equipment, Miscellaneous Equipment, and Information Technology Equipment. The CEP is designed to be flexible and is updated annually. It provides a tool to ensure that equipment is replaced and added as necessary to allow for the continued delivery of services to the community that have been established by the City Council.

Primary Issues/Alternatives to Consider:

Please keep in mind that the Capital Improvement Plan, the Street Improvement Plan, and Capital Equipment Plan are being adopted as planning tools. The adoption of these plans does not fund any project or equipment nor ensure that the project will be approved at a later date. Funding for the 2020 Capital Equipment Plan is established within the annual budget that is being adopted separately. Whereas, adoption of the Capital Improvement and Street Improvement Plans only indicates the City Council’s acceptance of the planning process and does not indicate their support of any or all projects shown therein. If bonds are sold, a unanimous vote is necessary in order to comply with Minnesota State Statutes.

In addition, the Proposed 2020 Budget and Tax Levy need to be adopted in order to comply with the City Charter and the required certification of the final tax levy to Hennepin County by December 30, 2019.

Budgetary/Fiscal Issues:**Street Improvement Plan**

The 2020-2024 Street Improvement Plan totals \$149.2 million, \$20.9 million of which are provisional projects without identified funding. In 2020, \$30.9 million in projects are planned.

Capital Improvement Plan

The 2020-2024 Capital Improvement Plan includes the Street Improvement Plan (Transportation Facilities Category). The CIP for 2020-2024 totals \$245.9 million, including \$57.6 million in provisional projects. 2020 project totals within the following major categories are as follows:

- General Public Buildings – \$4.35 million in 2020.
- Parks and Recreation Facilities – \$12.8 million in 2020.
- Public Utilities – \$3.63 million in 2020.
- Transportation Facilities (See Street Improvement Plan above)

For 2020, the total planned budget is \$51.8 million. Summary of the Capital Improvement Plan is attached.

The 2020-2024 CEP totals \$17.8 million within the following major categories:

- Vehicles/Equipment – \$10 million
- Miscellaneous Equipment – \$4.4 million
- Information Technology Equipment – \$2.8 million

The 2020 CEP totals that are planned to be funded within the 2020 Adopted Budget are as follows:

- Vehicles/Equipment – \$1,827,500
- Miscellaneous Equipment – \$986,600
- Information Technology Equipment – \$516,100

The total 2020-2021 Final Proposed Budgeted expenditures for consideration including all funds is \$161,811,639 and \$153,098,943 respectively within the following fund categories:

	2020 Proposed	2021 Proposed
General Fund	\$54,774,511	\$56,667,299
Special Revenue Funds	\$2,257,550	\$2,560,141
Debt Service Funds	\$3,410,069	\$3,422,885
Capital Project Funds	\$56,647,835	\$43,801,535
Enterprise Funds	\$31,638,696	\$31,952,808
Internal Service Funds	\$13,082,978	\$14,694,275

Total Property Tax Levies being requested for 2020 are as follows:

General Fund	\$ 44,495,725
General – Heritage Fund	\$ 385,393
Tax Abatement	\$ 690,000
Debt Service – Tax Capacity	\$ 1,021,979
Debt Service – MKV Referendum	\$ 1,116,886
EDA	\$ 1,253,949
HRA	\$ 859,752

Attachments:

- 7.2A RESOLUTION – 2020-2021 OPERATING BUDGET and 2020-2024 CAPITAL IMPROVEMENT PLAN, STREET IMPROVEMENT AND CAPITAL EQUIPMENT PLAN
- 7.2B RESOLUTION – 2020 FINAL PROPERTY TAX LEVY
- 7.2C RESOLUTION – 2020 FINAL HRA AND EDA TAX LEVY
- 7.2D CAPITAL EQUIPMENT PLAN – VEHICLES EQUIPMENT
- 7.2E CAPITAL EQUIPMENT PLAN – MISCELLANEOUS EQUIPMENT
- 7.2F CAPITAL EQUIPMENT PLAN – INFORMATION TECHNOLOGY EQUIPMENT
- 7.2G 2020-2021 FINAL PROPOSED BUDGET SUMMARY
- 7.2H 2020-2024 STREET IMPROVEMENT PLAN SUMMARY
- 7.2I 2020-2024 CAPITAL IMPROVEMENT PLAN SUMMARY

RESOLUTION #2019-

RESOLUTION ADOPTING THE 2020-2021 BUDGET, 2020-2024 CAPITAL IMPROVEMENT PLAN, 2020-2024 CAPITAL EQUIPMENT PLAN AND 2020-2024 STREET IMPROVEMENT PLAN

WHEREAS, the City Charter provides that the City Manager shall prepare a budget document setting forth the complete financial projection for the ensuing fiscal year regarding all proposed expenditures for all City operations and estimated revenues to fund those operations; and

WHEREAS, the City Manager has prepared such documents and the City Council has met in regular meetings and work sessions for the purpose of determining an adequate budget to fund all City operations during the fiscal years 2020-2021; and

WHEREAS, the City Council believes that the budgets so prepared are adequate and in accordance to the form prescribed by the City Charter; and

WHEREAS, on November 25, 2019, the City Council held a public hearing regarding its five year Capital Improvement Plan and Capital Equipment Plan (CIP/CEP Plan) as required by Minnesota Statutes Section 475.521, and therefore the City may Bond for various capital improvement projects that the City deems necessary, which are included with CIP/CEP Plan; and

WHEREAS, adopting the CIP/CEP Plan only allocates funding for the first year of the plan and only provides authority for bonding with a unanimous vote.

NOW, THEREFORE, BE IT RESOLVED that the 2020-2021 Final Proposed Budgets and the 2020-2024 Capital Improvement Plan/Capital Equipment Plan be adopted and approved this 9th day of December 2019, in a regular scheduled Council meeting to authorize the following budgets:

	Revenue		Expenditures		Capital Outlay	
	2020	2021	2020	2021	2020	2021
	Proposed	Proposed	Proposed	Proposed	Proposed	Proposed
<u>General Fund</u>						
General Property Taxes	\$44,495,725	\$46,653,342				
Other Taxes	\$1,027,328	\$1,075,066				
Special Assessments	\$73,200	\$73,200				
Licenses & Permits	\$2,972,780	\$2,719,278				
Intergovernmental Revenues	\$1,514,165	\$1,572,665				
Charges for Services	\$3,282,398	\$3,334,837				
Fines & Forfeitures	\$411,300	\$411,300				
Investment Income	\$250,000	\$228,892				
Other Revenue	\$236,141	\$239,535				
Transfers In	\$384,184	\$349,184				
Use of Fund Balance	\$127,290	\$10,000				
Total General Fund Revenues	\$54,774,511	\$56,667,299				

	Revenue		Expenditure		Capital Outlay	
	2020	2021	2020	2021	2020	2021
	Proposed	Proposed	Proposed	Proposed	Proposed	Proposed
Mayor & Council			\$262,874	\$269,043		
Administration			\$3,000,412	\$2,730,140		
Legal			\$446,000	\$463,500		
Finance			\$2,461,551	\$2,625,567		
Community Development			\$4,227,209	\$4,331,503		
Police			\$24,009,098	\$25,302,724		
Fire			\$6,660,540	\$6,870,720		
Operations & Maintenance			\$8,016,997	\$8,193,056		
Recreation & Parks			\$5,332,330	\$5,523,546		
Transfers			\$57,500	\$57,500		
Contingency			\$300,000	\$300,000		
Total General Fund Expenditures			\$54,774,511	\$56,667,299		
<u>Special Revenue Funds</u>						
Ice Arena Fund	\$894,136	\$890,658	\$949,458	\$980,242		
Brookland Golf Park	\$268,955	\$228,955	\$332,935	\$298,945		
CDBG Grant	\$125,000	\$125,000	\$125,000	\$125,000		
Cable Grant	\$60,000	\$60,000	\$12,978	\$287,996		\$275,000
Brooklyn Bridge Alliance	\$304,853	\$279,353	\$412,705	\$417,691		
BrookLynk	\$386,000	\$386,000	\$389,474	\$415,267		
Total Special Revenue Funds	\$2,038,944	\$1,969,966	\$2,257,550	\$2,560,141		\$275,000
<u>General Debt Service Fund</u>						
	\$3,569,556	\$3,520,996	\$3,410,069	\$3,422,885		
<u>Capital Projects Funds</u>						
Municipal Buildings & Additions	\$4,510,000	\$455,000	\$4,510,224	\$455,224	\$4,250,000	\$30,000
Open Space Land Acquis & Dev	\$11,657,078	\$4,042,208	\$11,023,152	\$3,486,152	\$10,760,000	\$3,173,000
Special Assessment Construction	\$29,454,611	\$32,598,111	\$27,915,672	\$31,644,172	\$8,368,700	\$18,424,200
Heritage Infrastructure	\$1,939,839	\$1,916,839	\$6,216,227	\$1,815,292	\$778,000	\$410,000
Franchise Fee	\$5,900,000	\$5,900,000	\$6,982,560	\$6,400,695		
Total Capital Project Funds	\$53,461,528	\$44,912,158	\$56,647,835	\$43,801,535	\$24,156,700	\$22,037,200

	Revenue		Expenditure		Capital Outlay	
	2020	2021	2020	2021	2020	2021
	Proposed	Proposed	Proposed	Proposed	Proposed	Proposed
<u>Enterprise Funds</u>						
Water Utility	\$7,995,402	\$8,245,905	\$12,452,629	\$12,981,280	\$4,230,000	\$4,681,000
Sanitary Sewer Utility	\$7,857,031	\$8,227,382	\$9,305,691	\$9,641,326	\$898,000	\$906,000
Recycling Utility	\$1,356,457	\$1,356,457	\$1,762,824	\$1,711,666	\$66,000	\$0
Storm Sewer Utility	\$2,170,089	\$2,362,103	\$3,486,699	\$2,846,446	\$1,372,000	\$701,500
Street/Signal Light Utility	\$1,490,029	\$1,365,029	\$2,202,531	\$1,785,725	\$965,000	\$534,000
Recreation	\$2,508,467	\$2,708,467	\$2,428,322	\$2,986,365	\$302,000	\$808,000
Total Enterprise Funds	\$23,377,475	\$24,265,343	\$31,638,696	\$31,952,808	\$7,833,000	\$7,630,500
<u>Internal Service Funds</u>						
Central Building	\$2,107,009	\$2,182,272	\$2,002,119	\$2,085,832	\$0	\$0
Central Garage	\$3,603,462	\$3,627,605	\$4,938,946	\$5,750,240	\$1,588,500	\$2,240,500
Information Technology Services	\$2,820,841	\$2,948,213	\$3,445,408	\$3,837,496	\$120,000	\$115,000
Loss Control	\$2,831,391	\$2,890,154	\$2,696,505	\$3,020,707		
Total Internal Service Funds	\$11,362,703	\$11,648,244	\$13,082,978	\$14,694,275	\$1,708,500	\$2,355,500
Total All Funds	\$148,584,717	\$142,984,006	\$161,811,639	\$153,098,943	\$3,698,200	\$32,298,200
Net Change in Fund Balance	(\$13,226,922)	(\$10,114,937)				

RESOLUTION #2019-

RESOLUTION APPROVING THE 2020 FINAL TAX LEVY FOR THE GENERAL FUND AND THE DEBT SERVICE FUNDS AND CERTIFYING THEM TO HENNEPIN COUNTY

WHEREAS, Minnesota Statutes require the adoption of the proposed property tax levies; and

WHEREAS, the final property tax levies must be certified to Hennepin County on or before December 30, 2019.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Brooklyn Park adopts the following final 2020 General Fund and Debt Service Net tax levies, certifying them to Hennepin County:

	Preliminary Levy	Change	Final Levy
General Property Taxes:			
General Fund Operating	\$ 44,495,725	\$ -	\$ 44,495,725
General Fund Operating - Heritage Fund	385,393	-	385,393
General Fund Operating - Tax Abatement	690,000	-	690,000
Total General Property Taxes	\$ 45,571,118	\$ -	\$ 45,571,118
General Obligation Debt Service - Tax Capacity Based:			
G.O. Improvement Bonds, Series 2005E	\$ 39,245	\$ -	\$ 39,245
G.O. Capital Improvement Bonds, Series 2014A	679,376	-	679,376
G.O. Bonds, Series 2017A	303,358	-	303,358
Total Debt Service - Tax Capacity Based	\$ 1,021,979	\$ -	\$ 1,021,979
General Obligation Debt Service - Market Value Referendum:			
G.O. Public Safety Refunding Bonds, Series 2011A	\$ 798,263	\$ -	\$ 798,263
Park Referendum 2019A	318,623	-	318,623
Total General Obligation Debt Service-Market Value Referendum	\$ 1,116,886	\$ -	\$ 1,116,886
Final Levy Certified to County Auditor			<u>\$ 47,709,983</u>

RESOLUTION #2019-

RESOLUTION ADOPTING A SPECIAL BENEFIT HRA TAX LEVY AND AN EDA CITY TAX LEVY
FOR THE PURPOSE OF DEFRAYING THE COSTS INCURRED BY THE BROOKLYN PARK ECONOMIC
DEVELOPMENT AUTHORITY (EDA) UNDER ITS HOUSING AND REDEVELOPMENT POWERS FOR THE
YEAR 2020, CERTIFYING THEM TO HENNEPIN COUNTY

WHEREAS, the Brooklyn Park Economic Development Authority (the “EDA”) was created by the City Council of the City of Brooklyn Park (the “City Council”) by its adoption of Resolution #1988-273, dated October 24, 1988, pursuant to *Minnesota Statutes*, §469.090 to 469.1081 (the “Enabling Resolution”); and

WHEREAS, the Enabling Resolution was amended by Resolution #1995-72, dated March 20, 1995, whereby the EDA was granted all of the powers, rights, duties, and obligations set forth in *Minnesota Statutes* §§469.001 to 469.047 (the “HRA Act”); and

WHEREAS, pursuant to §469.033, Subd. 6 of the HRA Act, the EDA is authorized to levy a special benefit tax within its area of operation, not to exceed 0.0185 percent of the City’s taxable market value, for the purpose of defraying its operational costs under the HRA Act (the “HRA Levy”); and

WHEREAS, pursuant to §469.107, Subd. 1 of the EDA Act, the EDA may request that the City levy a special benefit tax within its area of operation, not to exceed 0.01813 percent of the City’s taxable market value, for the purpose of defraying its operational costs under the EDA Act; and

WHEREAS, by Resolution #2019-26 at the November 18, 2019 Brooklyn Park EDA Meeting, the EDA Board of Commissioners approved a 2020 HRA Levy of (\$1,000,000) which is 73.9 percent of the full statutory amount of 0.0185 percent of the City’s taxable market value (\$1,353,723), subject to a right of the City Council to modify said levy as a part of its overall City budget process; and

WHEREAS, by Resolution #2019-26 at the November 18, 2019 Brooklyn Park EDA Meeting, the EDA Board of Commissioners approved a 2019 EDA Levy of (\$1,326,649) which is the full statutory amount of 0.01813 percent of the City’s taxable market value (\$1,326,649), subject to a right of the City Council to modify said levy as a part of its overall City budget process; and

WHEREAS, the City Council has reviewed the EDA Levy Resolution as a part of adopting the 2020 City budget.

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

1. Adopt a 2020 HRA Levy in the amount of \$859,752 for the purpose of defraying the EDA’s operational costs pursuant to *Minnesota Statutes*, §469.033, Subd. 6, and certify it to Hennepin County.
2. Adopt a 2020 EDA levy in the amount of \$1,253,949 for the purpose of defraying the EDA’s operational costs and certify it to Hennepin County.

City of Brooklyn Park, MN

Capital Equipment Plan

2020 thru 2024

PROJECTS BY YEAR

Project Name	Department	Project #	Priority	Project Cost
2020				
Police Patrol (Sedans and Utility)	A - Police	5001	n/a	34,000
Passenger Van	A - Police	5006	n/a	30,000
Pickup Truck	A - Police	5008	n/a	28,000
Police Fleet Build Ups	A - Police	5009	n/a	28,500
Sedans	B - Fire	5403	n/a	74,000
Fire Pumper Trucks	B - Fire	5405	n/a	560,000
Pickup Trucks	D - OM/Park Maintenance	5601	n/a	46,000
Refuse Truck & Recycling Truck (ADD)	D - OM/Park Maintenance	5607	n/a	66,000
Tractor	D - OM/Park Maintenance	5608	n/a	45,000
Stump Grinder	D - OM/Park Maintenance	5610	n/a	60,000
Brush Chipper	D - OM/Park Maintenance	5611	n/a	85,000
Rotary Mowers - Medium Capacity	D - OM/Park Maintenance	5615	n/a	14,000
Crack Router	E - OM/Street Maintenance	5713	n/a	14,000
Trailers	E - OM/Street Maintenance	5721	n/a	10,000
3 C.Y. Loader w/plow-wing	E - OM/Street Maintenance	5723	n/a	205,000
Sewer Cleaning Truck	F - OM/Public Utilities	5809	n/a	380,000
Passenger Van	H - Rec & Park	6001	n/a	30,000
Carpet Cleaner	H - Rec & Park	6003	n/a	8,000
Tractor	I - Golf Course	6112	n/a	45,000
Rough Mowers	I - Golf Course	6113	n/a	65,000
Total for 2020				1,827,500
2021				
Police Patrol (Sedans and Utility)	A - Police	5001	n/a	374,000
Police Fleet Build Ups	A - Police	5009	n/a	28,500
Fire Rescue Trucks	B - Fire	5412	n/a	560,000
Rotary Mower - Medium Capacity	C - OM/Building Services	5504	n/a	62,000
Pickup Trucks	D - OM/Park Maintenance	5601	n/a	31,000
Medium Duty Dump Trucks	D - OM/Park Maintenance	5604	n/a	160,000
Rotary Mowers - Large Capacity	D - OM/Park Maintenance	5616	n/a	103,000
Seeder	D - OM/Park Maintenance	5624	n/a	10,000
Light Duty Dump Trucks (w/accessories)	E - OM/Street Maintenance	5702	n/a	130,000
Heavy Duty Single Axle Dump Truck w/Plow-Wing	E - OM/Street Maintenance	5708	n/a	585,000
Light Duty Dump w/Plow & Lift Bucket	E - OM/Street Maintenance	5720	n/a	95,000
Utility Dump w/plow	E - OM/Street Maintenance	5726	n/a	80,000
Light Duty Dump Truck w/Plow	F - OM/Public Utilities	5802	n/a	120,000
Ice Edger (Electric)	H - Rec & Park	6002	n/a	7,000
Ice Resurfacer (Electric)	H - Rec & Park	6004	n/a	140,000
Skidsteer	I - Golf Course	6103	n/a	39,000
Heavy Duty Utility Vehicle	I - Golf Course	6107	n/a	30,000
Fairway Mowers	I - Golf Course	6115	n/a	51,000
Player Assistant Cart	I - Golf Course	6129	n/a	13,000
Total for 2021				2,618,500

Project Name	Department	Project #	Priority	Project Cost
2022				
Police Patrol (Sedans and Utility)	A - Police	5001	n/a	544,000
Police Patrol Utility (K-9)	A - Police	5002	n/a	72,000
Administrative Sedans	A - Police	5005	n/a	78,000
Police Fleet Build Ups	A - Police	5009	n/a	28,500
Sedans	B - Fire	5403	n/a	74,000
Fire Utility Truck	B - Fire	5404	n/a	33,000
Tractor	D - OM/Park Maintenance	5608	n/a	125,000
Rotary Mowers - Medium Capacity	D - OM/Park Maintenance	5615	n/a	55,000
Motor Grader	D - OM/Park Maintenance	5625	n/a	70,800
Aerator	D - OM/Park Maintenance	5626	n/a	18,350
Aerator	D - OM/Park Maintenance	5628	n/a	26,000
Ditch Digger	D - OM/Park Maintenance	5629	n/a	22,000
Trailer	D - OM/Park Maintenance	5632	n/a	46,000
Heavy Duty Single Axle Dump Truck w/Plow-Wing	E - OM/Street Maintenance	5708	n/a	585,000
Sign Truck	E - OM/Street Maintenance	5711	n/a	100,000
Asphalt/Concrete Saw	E - OM/Street Maintenance	5719	n/a	25,000
Street Sweeper	E - OM/Street Maintenance	5722	n/a	210,000
Utility Dump w/plow	E - OM/Street Maintenance	5726	n/a	80,000
Mower with Trailer	F - OM/Public Utilities	5804	n/a	15,000
Backhoe Wheel Excavator	F - OM/Public Utilities	5818	n/a	200,000
Floor Scrubbing Machine	H - Rec & Park	6005	n/a	12,000
Heavy Duty Utility Vehicle	I - Golf Course	6107	n/a	30,000
Core Harvester	I - Golf Course	6131	n/a	15,000
Total for 2022				2,464,650
2023				
Police Patrol (Sedans and Utility)	A - Police	5001	n/a	102,000
Police Fleet Build Ups	A - Police	5009	n/a	28,500
Pick Up Truck	C - OM/Equipment Services	5500	n/a	40,000
One Ton Dump	D - OM/Park Maintenance	5602	n/a	55,000
Medium Duty Dump Trucks	D - OM/Park Maintenance	5604	n/a	200,000
Trucksters	D - OM/Park Maintenance	5609	n/a	22,500
Brush Chipper	D - OM/Park Maintenance	5611	n/a	105,000
Rotary Mowers - Large Capacity	D - OM/Park Maintenance	5616	n/a	103,000
Tank Truck	D - OM/Park Maintenance	5631	n/a	180,000
Heavy Duty Tandem Axle Dump Truck	E - OM/Street Maintenance	5703	n/a	210,000
Sidewalk Snowplows	E - OM/Street Maintenance	5709	n/a	240,000
Pickup Truck	F - OM/Public Utilities	5813	n/a	64,000
Pickup Trucks	G - OM/Engineering	5903	n/a	26,000
Mid-Size Rough Mower	I - Golf Course	6111	n/a	28,000
Sand Rakes	I - Golf Course	6118	n/a	25,000
Sprayer	I - Golf Course	6123	n/a	95,000
Ford Escape SUV	J -Community Development	6301	n/a	25,000
Total for 2023				1,549,000
2024				
Police Patrol (Sedans and Utility)	A - Police	5001	n/a	68,000
Administrative Sedans	A - Police	5005	n/a	30,000
Trailer	A - Police	5011	n/a	36,000
Fire Pumper Trucks	B - Fire	5405	n/a	560,000
Boat & Trailer	B - Fire	5409	n/a	26,700
Pickup Truck 4x4	C - OM/Building Services	5507	n/a	33,500
Medium Duty Dump Trucks	D - OM/Park Maintenance	5604	n/a	200,000

Project Name	Department	Project #	Priority	Project Cost
Refuse Truck & Recycling Truck (ADD)	D - OM/Park Maintenance	5607	n/a	142,990
Trucksters	D - OM/Park Maintenance	5609	n/a	25,000
Ditch Digger	D - OM/Park Maintenance	5629	n/a	28,000
Heavy Duty Single Axle Dump Truck w/Plow-Wing	E - OM/Street Maintenance	5708	n/a	390,000
Single Axle Dump Truck w/P-Wing w/H Lift/Box Patch	E - OM/Street Maintenance	5710	n/a	280,000
Vibratory Steel Roller/Trailer	E - OM/Street Maintenance	5714	n/a	30,000
Sealant Melter/Applicator	E - OM/Street Maintenance	5727	n/a	50,000
Skidsteer Loader	F - OM/Public Utilities	5816	n/a	60,000
Light Duty Pickup Truck	I - Golf Course	6101	n/a	30,000
Sand Rakes	I - Golf Course	6118	n/a	25,000
Aerators	I - Golf Course	6121	n/a	40,000
Total for 2024				2,055,190
GRAND TOTAL				10,514,840

City of Brooklyn Park, MN

Capital Equipment Plan

2020 thru 2024

PROJECTS BY YEAR

Project Name	Department	Project #	Priority	Project Cost
2020				
SWAT Tactical/Ballistic Vests	A - Police	7002	n/a	19,600
Defibrillators (AEDs) for Police	A - Police	7006	n/a	15,000
Tasers	A - Police	7007	n/a	37,000
800 MHz Handheld Radios for Police	A - Police	7100	n/a	0
Robot for Police	A - Police	7121	n/a	50,000
Warning Siren #12 (Add)	B - Fire	7004	n/a	45,000
Electric CO Monitors	B - Fire	7018	n/a	6,000
In Floor Hoist	M - Equipment Services	7113	n/a	150,000
Air Compressor	M - Equipment Services	7115	n/a	50,000
Water Heaters, Boilers, Mechanical Equip.	M - Equipment Services	7123	n/a	15,000
Accubrine Brine Maker	M - Equipment Services	7125	n/a	85,000
RF-AMR Meter Interface Units	N - Public Utilities	7204	n/a	500,000
Floor Cleaner for WTP	N - Public Utilities	7206	n/a	14,000
Total for 2020				986,600
2021				
SWAT Tactical/Ballistic Vests	A - Police	7002	n/a	82,600
Defibrillators (AEDs) for Police	A - Police	7006	n/a	15,000
Tasers	A - Police	7007	n/a	37,000
Remote Watchbox/Graffiti Video Camera System	A - Police	7009	n/a	4,000
Rifles - Patrol and SWAT (ADD)	A - Police	7014	n/a	16,000
SWAT Pole Camera	A - Police	7124	6	20,000
Electric CO Monitors	B - Fire	7018	n/a	6,000
Hydraulic Rescue Tools	B - Fire	7110	n/a	26,000
Pressure Washers for Buildings A & B	M - Equipment Services	7104	n/a	11,000
Water Heaters, Boilers, Mechanical Equip.	M - Equipment Services	7123	n/a	15,000
Replacement of RF-AMR Data Collection	N - Public Utilities	7202	n/a	10,000
Fluke Ti25 Thermal Imager	N - Public Utilities	7203	n/a	8,000
RF-AMR Meter Interface Units	N - Public Utilities	7204	n/a	500,000
Total for 2021				750,600
2022				
SWAT Tactical/Ballistic Vests	A - Police	7002	n/a	32,200
Defibrillators (AEDs) for Police	A - Police	7006	n/a	15,000
Tasers	A - Police	7007	n/a	37,000
800 MHz Handheld Radios for Police	A - Police	7100	n/a	561,600
Patrol/Narcotic Detection K-9's	A - Police	7120	n/a	10,000
Mobile Units for Police	A - Police	7122	n/a	40,000
Warning Sirens	B - Fire	7000	n/a	34,000
Thermal Imagers	B - Fire	7003	n/a	24,000
Defibrillators (AED's) for Fire	B - Fire	7015	n/a	24,000
Firefighting Gear	B - Fire	7017	n/a	92,000
SCBA Equipment	B - Fire	7111	n/a	413,000

Project Name	Department	Project #	Priority	Project Cost
Hoses	B - Fire	7118	n/a	21,000
Hose Dryer	C - OM/Building Services	7008	n/a	14,000
Water Heaters, Boilers, Mechanical Equip.	M - Equipment Services	7123	n/a	15,000
RF-AMR Meter Interface Units	N - Public Utilities	7204	n/a	500,000
Pressure Washer	N - Public Utilities	7205	n/a	11,000
Total for 2022				1,843,800

2023

SWAT Tactical/Ballistic Vests	A - Police	7002	n/a	102,800
Audio Recording - SCALES	A - Police	7005	n/a	30,000
Defibrillators (AEDs) for Police	A - Police	7006	n/a	15,000
Tasers	A - Police	7007	n/a	37,000
Direct Link Crisis Throw Phone	A - Police	7012	n/a	15,000
800 MHz Handheld Radios for Police	A - Police	7100	n/a	0
800 MHz Vehicle Radios for Police (Mobile)	A - Police	7108	n/a	225,600
Thermal Imagers	B - Fire	7003	n/a	24,000
Ballistic Vests for Fire Fighters (Add)	B - Fire	7011	n/a	16,000
Defibrillators (AED's) for Fire	B - Fire	7015	n/a	24,000
Firefighting Gear	B - Fire	7017	n/a	59,800
Tire Machine	M - Equipment Services	7119	n/a	9,000
Water Heaters, Boilers, Mechanical Equip.	M - Equipment Services	7123	n/a	15,000
Total for 2023				573,200

2024

SWAT Tactical/Ballistic Vests	A - Police	7002	n/a	18,200
Defibrillators (AEDs) for Police	A - Police	7006	n/a	15,000
Tasers	A - Police	7007	n/a	37,000
800 MHz Handheld Radios for Police	A - Police	7100	n/a	0
800 MHz Radio Base Stations for Police	A - Police	7109	n/a	0
Patrol/Narcotic Detection K-9's	A - Police	7120	n/a	20,000
Mobile Units for Police	A - Police	7122	n/a	76,846
Ballistic Vests for Fire Fighters (Add)	B - Fire	7011	n/a	16,000
SCBA Fill Station Compressor (Add)	B - Fire	7016	6	46,000
Hydraulic Rescue Tools	B - Fire	7110	n/a	46,000
Water Heaters, Boilers, Mechanical Equip.	M - Equipment Services	7123	n/a	15,000
Total for 2024				290,046

GRAND TOTAL

4,444,246

City of Brooklyn Park, MN

Capital Equipment Plan

2020 thru 2024

PROJECTS BY YEAR

Project Name	Department	Project #	Priority	Project Cost
2020				
Toughbooks/MDCs	K - ITS	6504	n/a	30,100
Security Systems	K - ITS	6509	n/a	31,000
Network Equipment Upgrades/Replacements	K - ITS	6514	n/a	120,000
Card Access System	K - ITS	6524	n/a	15,000
Software Adds and Replacements	K - ITS	6525	n/a	30,000
Document Management System	K - ITS	6535	n/a	0
Video/Audio Equipment	K - ITS	6541	n/a	80,000
Underground Fiber Cabling	K - ITS	6554	n/a	10,000
Asset Management System	K - ITS	6579	n/a	200,000
Total for 2020				516,100
2021				
Large Format Copiers and Plotters	K - ITS	6501	n/a	6,000
Toughbooks/MDCs	K - ITS	6504	n/a	123,800
Security Systems	K - ITS	6509	n/a	16,300
Network Equipment Upgrades/Replacements	K - ITS	6514	n/a	120,000
UPS Management System	K - ITS	6521	n/a	11,000
Card Access System	K - ITS	6524	n/a	15,000
Computer Backup - Tape Library	K - ITS	6533	n/a	25,000
Council Chambers Broadcast, AV Replacement	K - ITS	6537	n/a	275,000
Video/Audio Equipment	K - ITS	6541	n/a	80,000
Underground Fiber Cabling	K - ITS	6554	n/a	10,000
Digital In-Car Video System	K - ITS	6575	n/a	120,000
Total for 2021				802,100
2022				
Toughbooks/MDCs	K - ITS	6504	n/a	68,600
Security Systems	K - ITS	6509	n/a	30,600
Network Equipment Upgrades/Replacements	K - ITS	6514	n/a	185,000
UPS Management System	K - ITS	6521	n/a	35,000
Card Access System	K - ITS	6524	n/a	200,000
Telephone System	K - ITS	6528	n/a	50,000
Video/Audio Equipment	K - ITS	6541	n/a	80,000
Underground Fiber Cabling	K - ITS	6554	n/a	10,000
Digital In-Car Video System	K - ITS	6575	n/a	32,000
Forensic Computers	K - ITS	6577	n/a	18,000
Body Worn Cameras	K - ITS	6578	n/a	92,000
Total for 2022				801,200
2023				
Toughbooks/MDCs	K - ITS	6504	n/a	21,500
Security Systems	K - ITS	6509	n/a	66,100
Network Equipment Upgrades/Replacements	K - ITS	6514	n/a	180,000

Project Name	Department	Project #	Priority	Project Cost
Card Access System	K - ITS	6524	n/a	15,000
Telephone System	K - ITS	6528	n/a	84,000
Video/Audio Equipment	K - ITS	6541	n/a	80,000
Underground Fiber Cabling	K - ITS	6554	n/a	10,000
Total for 2023				456,600
2024				
Toughbooks/MDCs	K - ITS	6504	n/a	30,100
Security Systems	K - ITS	6509	n/a	6,800
Network Equipment Upgrades/Replacements	K - ITS	6514	n/a	180,000
Card Access System	K - ITS	6524	n/a	15,000
Video/Audio Equipment	K - ITS	6541	n/a	80,000
Trimbel Pro XR System with TSCI Collector - GPS	K - ITS	6573	n/a	10,000
Total for 2024				321,900
GRAND TOTAL				2,897,900

City of Brooklyn Park

2020-2021 Budget Summary - General Fund

	2017 Actual Amount	2018 Actual Amount	2019 Amended Budget	2020 City Manager Proposed	2021 City Manager Proposed	2022 Forecast	2023 Forecast	2024 Forecast
Revenue								
GPTX - General property taxes	\$38,578,917	\$38,914,719	\$42,124,088	\$44,495,725	\$46,653,342	\$49,037,379	\$50,590,050	\$52,254,985
OTAX - Other taxes	\$1,067,369	\$1,071,635	\$1,075,066	\$1,027,328	\$1,075,066	\$1,075,066	\$1,075,066	\$1,075,066
SA - Special assessments	\$74,882	\$96,316	\$131,200	\$73,200	\$73,200	\$74,344	\$75,510	\$76,700
BL - Business licenses	\$846,912	\$878,739	\$921,275	\$858,425	\$858,425	\$875,594	\$893,104	\$910,966
PERM - Permits	\$2,931,430	\$2,214,379	\$1,781,000	\$2,114,355	\$1,860,853	\$1,880,230	\$1,916,675	\$1,953,849
FG - Federal grants	\$143,942	\$164,018	\$190,800	\$191,610	\$220,860	\$198,000	\$198,000	\$188,000
SG - State grants	\$1,362,417	\$1,432,570	\$1,503,698	\$1,296,405	\$1,325,655	\$1,324,896	\$1,325,346	\$1,319,046
OG - Other grants	\$212,067	\$87,609	\$60,900	\$26,150	\$26,150	\$35,900	\$35,900	\$35,900
CHGS - Charges for services	\$3,162,525	\$2,897,383	\$3,009,279	\$3,282,398	\$3,334,837	\$2,966,705	\$3,002,187	\$3,215,054
FINE - Fines and forfeitures	\$356,323	\$312,944	\$603,050	\$411,300	\$411,300	\$446,906	\$447,524	\$448,155
INVINC - Investment income	\$129,863	\$163,254	\$198,265	\$250,000	\$228,892	\$206,122	\$206,122	\$206,122
OR - Other revenue	\$248,515	\$254,603	\$239,196	\$236,141	\$239,535	\$238,333	\$239,031	\$239,745
DP - Debt proceeds	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TRF - Transfers in	\$502,198	\$663,952	\$466,184	\$384,184	\$349,184	\$383,184	\$349,184	\$349,184
UFB - Use of Fund Balance	\$0	\$0	\$0	\$127,290	\$10,000	\$0	\$0	\$0
Revenue Totals	\$49,617,360	\$49,152,121	\$52,304,001	\$54,774,511	\$56,667,299	\$58,742,659	\$60,353,699	\$62,272,772
Expenditures								
SAL - Salaries	\$27,834,813	\$29,042,312	\$29,946,093	\$32,160,767	\$33,406,255	\$34,164,413	\$35,003,882	\$35,944,327
BEN - Benefits	\$8,321,028	\$9,058,307	\$10,080,930	\$10,097,962	\$10,591,193	\$11,124,461	\$11,591,455	\$12,214,150
SUP - Supplies	\$1,193,210	\$1,217,159	\$1,419,016	\$1,546,567	\$1,550,967	\$1,604,483	\$1,655,658	\$1,713,810
PS - Professional services	\$564,725	\$549,137	\$594,540	\$551,300	\$564,840	\$581,785	\$599,240	\$617,215
CS - Contractual services	\$1,888,238	\$1,946,427	\$2,150,984	\$2,352,241	\$2,330,711	\$2,416,081	\$2,455,768	\$2,529,945
COMM - Communications	\$282,430	\$267,174	\$297,976	\$418,404	\$416,224	\$428,641	\$439,705	\$454,593
UTIL - Utilities	\$116,679	\$122,782	\$126,150	\$211,194	\$214,544	\$220,981	\$227,610	\$234,437
COS - Cost of sales	\$8,141	\$12,662	\$13,050	\$13,050	\$13,050	\$13,442	\$13,845	\$14,260
CONF - Conferences and schools	\$316,302	\$344,990	\$364,963	\$395,691	\$393,342	\$412,900	\$423,879	\$436,613
DUES - Dues and subscriptions	\$168,200	\$132,538	\$143,838	\$154,645	\$151,703	\$156,258	\$160,934	\$165,762
OTH - Other charges	\$317,429	\$330,520	\$461,125	\$341,826	\$335,526	\$495,355	\$504,411	\$515,897
CON - Contingency	\$0	\$0	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000
GFC - General Fund Charges	(\$2,368,559)	(\$2,481,623)	(\$2,570,344)	(\$2,599,082)	(\$2,679,978)	(\$2,742,000)	(\$2,862,950)	(\$2,994,514)
CG - Central garage	\$3,033,466	\$3,104,057	\$3,113,552	\$3,260,959	\$3,274,331	\$3,481,431	\$3,591,056	\$3,703,281
CB - Central buildings	\$1,883,906	\$1,949,283	\$2,307,218	\$1,855,215	\$1,911,053	\$1,979,781	\$2,049,638	\$2,098,611
ITC - Information technology charges	\$2,407,029	\$2,405,894	\$2,434,473	\$2,579,060	\$2,707,564	\$2,805,577	\$2,905,806	\$3,010,268
LC - Loss control charges	\$732,565	\$904,842	\$934,839	\$1,077,212	\$1,128,474	\$1,169,570	\$1,212,262	\$1,256,617
DEBT - Debt service	\$10,567	\$8,223	\$0	\$0	\$0	\$0	\$0	\$0
Loss - Loss on disposal of assets	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TRF - Transfers out	\$100,581	\$969,846	\$57,500	\$57,500	\$57,500	\$57,500	\$57,500	\$57,500
CO - Capital outlay	\$0	\$14,071	\$17,000	\$0	\$0	\$72,000	\$24,000	\$0
Expenditure Totals	\$46,810,750	\$49,898,601	\$52,192,903	\$54,774,511	\$56,667,299	\$58,742,659	\$60,353,699	\$62,272,772
Change in Net Assets	\$2,806,610	(\$746,480)	\$111,098	\$0	\$0	\$0	\$0	\$0
Expenditure Percentage Change	0.59%	6.60%	4.60%	4.95%	3.46%	3.66%	2.74%	3.18%

City of Brooklyn Park

2020-2021 Budget Summary - Administration Department

	2017 Actual Amount	2018 Actual Amount	2019 Amended Budget	2020 City Manager Proposed	2021 City Manager Proposed	2022 Forecast	2023 Forecast	2024 Forecast
General Fund								
Revenue								
OG - Other grants	\$12,450	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CHGS - Charges for services	\$4,478	\$4,617	\$6,250	\$172,671	\$6,490	\$6,620	\$6,752	\$183,240
OR - Other revenue	\$0	\$4,819	\$0	\$0	\$0	\$0	\$0	\$0
Revenue Totals	\$16,928	\$9,436	\$6,250	\$172,671	\$6,490	\$6,620	\$6,752	\$183,240
Expenditures								
SAL - Salaries	\$1,284,133	\$1,532,304	\$1,603,670	\$2,070,713	\$1,822,318	\$1,859,690	\$1,906,694	\$1,959,692
BEN - Benefits	\$305,840	\$344,560	\$445,431	\$473,437	\$456,870	\$505,661	\$530,127	\$563,099
SUP - Supplies	\$51,499	\$75,124	\$63,600	\$81,700	\$69,100	\$78,365	\$69,133	\$82,157
PS - Professional services	\$17,379	\$9,200	\$6,000	\$11,000	\$11,000	\$11,330	\$11,670	\$12,020
CS - Contractual services	\$135,159	\$172,162	\$200,463	\$179,960	\$182,460	\$189,740	\$180,521	\$194,920
COMM - Communications	\$33,417	\$34,311	\$33,270	\$33,450	\$31,270	\$32,209	\$31,455	\$34,168
CONF - Conferences and schools	\$37,965	\$52,343	\$39,834	\$51,866	\$51,367	\$53,608	\$54,497	\$56,830
DUES - Dues and subscriptions	\$9,423	\$6,565	\$8,000	\$11,675	\$11,675	\$12,027	\$12,385	\$12,758
OTH - Other charges	\$47,130	\$46,087	\$64,700	\$66,300	\$66,300	\$68,289	\$69,278	\$72,447
GFC - General Fund Charges	(\$179,486)	(\$192,168)	(\$195,768)	(\$241,864)	(\$259,440)	(\$241,622)	(\$245,792)	(\$254,023)
CB - Central buildings	\$66,502	\$81,132	\$93,865	\$97,279	\$99,778	\$102,278	\$104,779	\$105,064
ITC - Information technology charges	\$131,581	\$175,061	\$206,120	\$164,186	\$186,706	\$179,396	\$187,370	\$197,492
LC - Loss control charges	\$1,389	\$1,366	\$1,002	\$710	\$736	\$773	\$811	\$852
TRF - Transfers out	\$2,680	\$1,809	\$0	\$0	\$0	\$0	\$0	\$0
Expenditure Totals	\$1,944,611	\$2,339,856	\$2,570,187	\$3,000,412	\$2,730,140	\$2,851,744	\$2,912,928	\$3,037,476
Net Property Tax Supported:	(\$1,927,683)	(\$2,330,420)	(\$2,563,937)	(\$2,827,741)	(\$2,723,650)	(\$2,845,124)	(\$2,906,176)	(\$2,854,236)
<i>Expenditure Percentage change</i>	1.2%	20.3%	9.8%	16.7%	-9.0%	4.5%	2.1%	4.3%

City of Brooklyn Park

2020-2021 Budget Summary - Mayor & Council Department

	2017 Actual Amount	2018 Actual Amount	2019 Amended Budget	2020 City Manager Proposed	2021 City Manager Proposed	2022 Forecast	2023 Forecast	2024 Forecast
General Fund								
Expenditures								
SAL - Salaries	\$76,750	\$85,940	\$89,130	\$91,743	\$94,438	\$96,291	\$98,650	\$101,310
BEN - Benefits	\$5,189	\$6,090	\$10,165	\$8,969	\$9,361	\$9,163	\$9,408	\$9,662
SUP - Supplies	\$689	\$2,289	\$3,200	\$3,200	\$3,200	\$3,296	\$3,395	\$3,497
CS - Contractual services	\$11,573	\$10,111	\$11,700	\$11,550	\$11,550	\$11,897	\$12,253	\$12,621
COMM - Communications	\$6	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CONF - Conferences and schools	\$10,625	\$10,324	\$13,573	\$14,383	\$14,383	\$14,814	\$15,258	\$15,716
DUES - Dues and subscriptions	\$118,190	\$87,192	\$89,600	\$89,600	\$89,600	\$92,288	\$95,057	\$97,908
CB - Central buildings	\$22,633	\$23,392	\$27,064	\$28,048	\$28,769	\$29,490	\$30,210	\$30,293
ITC - Information technology charges	\$12,580	\$11,397	\$13,117	\$13,863	\$16,180	\$16,525	\$17,275	\$17,972
LC - Loss control charges	\$2,692	\$2,497	\$1,676	\$1,518	\$1,562	\$1,640	\$1,722	\$1,808
Expenditure Totals	\$260,927	\$239,232	\$259,225	\$262,874	\$269,043	\$275,404	\$283,228	\$290,787
Net Property Tax Supported:	(\$260,927)	(\$239,232)	(\$259,225)	(\$262,874)	(\$269,043)	(\$275,404)	(\$283,228)	(\$290,787)
<i>Expenditure Percentage change</i>	1.2%	-8.3%	8.4%	1.4%	2.3%	2.4%	2.8%	2.7%

City of Brooklyn Park

2020-2021 Budget Summary - Legal Department

	2017 Actual Amount	2018 Actual Amount	2019 Amended Budget	2020 City Manager Proposed	2021 City Manager Proposed	2022 Forecast	2023 Forecast	2024 Forecast
General Fund								
<u>Expenditures</u>								
PS - Professional services								
General Legal Services	\$97,952	\$94,000	\$139,000	\$66,000	\$83,500	\$97,405	\$111,727	\$126,479
Prosecution Services	\$354,048	\$350,000	\$355,000	\$380,000	\$380,000	\$380,000	\$380,000	\$380,000
Expenditure Totals	\$452,000	\$444,000	\$494,000	\$446,000	\$463,500	\$477,405	\$491,727	\$506,479
Net Property Tax Supported:	(\$452,000)	(\$444,000)	(\$494,000)	(\$446,000)	(\$463,500)	(\$477,405)	(\$491,727)	(\$506,479)
<i>Expenditure Percentage change</i>	-1.5%	-1.8%	11.3%	-9.7%	3.9%	3.0%	3.0%	3.0%

City of Brooklyn Park

2020-2021 Budget Summary - Finance Department

	2017 Actual Amount	2018 Actual Amount	2019 Amended Budget	2020 City Manager Proposed	2021 City Manager Proposed	2022 Forecast	2023 Forecast	2024 Forecast
General Fund								
Revenue								
BL - Business licenses	\$17,578	\$17,043	\$19,000	\$0	\$0	\$0	\$0	\$0
SG - State grants	\$0	\$0	\$111,098	\$0	\$0	\$0	\$0	\$0
CHGS - Charges for services	\$1,152,180	\$999,522	\$1,003,007	\$987,703	\$1,144,323	\$1,007,487	\$1,037,711	\$1,068,842
OR - Other revenue	(\$7,319)	\$5,408	\$500	\$500	\$500	\$515	\$530	\$546
Revenue Totals	\$1,162,439	\$1,021,973	\$1,133,605	\$988,203	\$1,144,823	\$1,008,002	\$1,038,241	\$1,069,388
Expenditures								
SAL - Salaries	\$1,892,286	\$1,890,115	\$1,851,660	\$1,919,678	\$2,009,955	\$2,070,254	\$2,132,362	\$2,196,334
BEN - Benefits	\$521,432	\$559,195	\$612,540	\$592,135	\$601,375	\$661,059	\$680,891	\$701,322
SUP - Supplies	\$26,365	\$32,596	\$12,400	\$12,400	\$12,400	\$12,772	\$13,155	\$13,549
PS - Professional services	\$50,499	\$43,497	\$46,300	\$46,300	\$46,300	\$47,689	\$49,120	\$50,593
CS - Contractual services	\$159,199	\$106,727	\$77,956	\$77,956	\$77,956	\$80,296	\$82,703	\$85,185
COMM - Communications	\$50,452	\$49,532	\$61,045	\$61,045	\$61,045	\$62,877	\$64,763	\$66,706
CONF - Conferences and schools	\$16,634	\$19,028	\$19,210	\$19,210	\$19,210	\$19,786	\$20,381	\$20,991
DUES - Dues and subscriptions	\$14,329	\$14,740	\$17,384	\$17,384	\$17,384	\$17,906	\$18,443	\$18,997
OTH - Other charges	\$2,860	\$7,063	\$13,545	\$13,545	\$13,545	\$13,951	\$14,370	\$14,801
GFC - General Fund Charges	(\$743,623)	(\$784,752)	(\$812,950)	(\$819,511)	(\$802,651)	(\$876,043)	(\$902,324)	(\$929,394)
CG - Central garage	\$8,220	\$8,936	\$8,932	\$7,223	\$7,240	\$7,697	\$7,928	\$8,165
CB - Central buildings	\$149,678	\$149,685	\$173,179	\$179,473	\$184,087	\$189,610	\$195,298	\$201,157
ITC - Information technology charges	\$321,110	\$284,552	\$322,175	\$279,826	\$312,062	\$321,424	\$331,067	\$340,999
LC - Loss control charges	\$6,373	\$29,252	\$24,352	\$54,887	\$65,659	\$67,629	\$69,658	\$71,747
DEBT - Debt service	\$10,567	\$8,223	\$0	\$0	\$0	\$0	\$0	\$0
Expenditure Totals	\$2,486,381	\$2,418,389	\$2,427,728	\$2,461,551	\$2,625,567	\$2,696,907	\$2,777,815	\$2,861,152
Net Property Tax Supported:	(\$1,323,942)	(\$1,396,416)	(\$1,294,123)	(\$1,473,348)	(\$1,480,744)	(\$1,688,905)	(\$1,739,574)	(\$1,791,764)
<i>Expenditure Percentage change</i>	1.9%	-2.7%	0.4%	1.4%	6.7%	2.7%	3.0%	3.0%

City of Brooklyn Park

2020-2021 Budget Summary -Community Development Department

	2017 Actual Amount	2018 Actual Amount	2019 Amended Budget	2020 City Manager Proposed	2021 City Manager Proposed	2022 Forecast	2023 Forecast	2024 Forecast
General Fund								
Revenue								
SA - Special assessments	\$44,237	\$54,439	\$126,200	\$57,200	\$57,200	\$58,344	\$59,510	\$60,700
BL - Business licenses	\$828,934	\$861,396	\$902,075	\$858,425	\$858,425	\$875,594	\$893,104	\$910,966
PERM - Permits	\$2,841,009	\$1,995,959	\$1,655,500	\$1,946,005	\$1,693,853	\$1,720,230	\$1,754,635	\$1,789,728
OG - Other grants	\$16,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CHGS - Charges for services	\$228,581	\$142,995	\$138,050	\$168,725	\$168,725	\$172,100	\$175,542	\$179,072
FINE - Fines and forfeitures	\$71,376	\$2,359	\$62,050	\$30,300	\$30,300	\$30,906	\$31,524	\$32,155
OR - Other revenue	\$32,917	\$10,587	\$30,500	\$21,120	\$21,120	\$21,542	\$21,973	\$22,413
TRF - Transfers in	\$66,831	\$143,263	\$65,000	\$45,000	\$10,000	\$10,000	\$10,000	\$10,000
Revenue Totals	\$4,129,885	\$3,210,998	\$2,979,375	\$3,126,775	\$2,839,623	\$2,888,716	\$2,946,288	\$3,005,034
Expenditures								
SAL - Salaries	\$3,202,205	\$3,295,819	\$3,368,193	\$3,430,068	\$3,572,298	\$3,643,247	\$3,732,871	\$3,833,923
BEN - Benefits	\$776,600	\$826,974	\$892,114	\$906,955	\$927,644	\$1,018,687	\$1,068,093	\$1,135,961
SUP - Supplies	\$26,283	\$19,643	\$30,685	\$26,249	\$26,249	\$31,840	\$32,453	\$33,081
PS - Professional services	\$11,297	\$13,668	\$11,500	\$11,000	\$11,000	\$11,330	\$11,670	\$12,020
CS - Contractual services	\$89,394	\$76,882	\$110,500	\$95,500	\$95,500	\$110,500	\$110,500	\$110,500
COMM - Communications	\$11,886	\$9,907	\$16,500	\$16,500	\$16,500	\$16,995	\$17,504	\$18,030
CONF - Conferences and schools	\$31,832	\$37,899	\$36,031	\$49,436	\$49,436	\$50,920	\$52,444	\$54,017
DUES - Dues and subscriptions	\$2,942	\$3,479	\$6,131	\$9,880	\$9,880	\$10,178	\$10,481	\$10,796
OTH - Other charges	\$70,328	\$67,912	\$61,960	\$76,960	\$76,210	\$78,497	\$80,851	\$83,277
GFC - General Fund Charges	(\$1,064,318)	(\$1,104,305)	(\$1,144,160)	(\$1,076,174)	(\$1,147,108)	(\$1,275,423)	(\$1,331,552)	(\$1,390,434)
CG - Central garage	\$78,362	\$79,149	\$78,935	\$63,332	\$63,021	\$67,783	\$70,077	\$72,418
CB - Central buildings	\$177,765	\$183,726	\$212,564	\$226,690	\$232,515	\$238,341	\$244,167	\$244,833
ITC - Information technology charges	\$325,455	\$339,755	\$330,891	\$376,595	\$383,699	\$411,672	\$430,276	\$448,846
LC - Loss control charges	\$16,183	\$17,586	\$10,388	\$14,218	\$14,659	\$15,390	\$16,160	\$16,968
Expenditure Totals	\$3,756,214	\$3,868,094	\$4,022,232	\$4,227,209	\$4,331,503	\$4,429,957	\$4,545,995	\$4,684,236
Net Property Tax Supported:	\$373,671	(\$657,096)	(\$1,042,857)	(\$1,100,432)	(\$1,491,880)	(\$1,541,241)	(\$1,599,707)	(\$1,679,202)
<i>Expenditure Percentage change</i>	4.4%	3.0%	4.0%	5.1%	2.5%	2.3%	2.6%	3.0%

City of Brooklyn Park

2020-2021 Budget Summary - Operations & Maintenance Department

	2017 Actual Amount	2018 Actual Amount	2019 Amended Budget	2020 City Manager Proposed	2021 City Manager Proposed	2022 Forecast	2023 Forecast	2024 Forecast
General Fund								
Revenue								
SA - Special assessments	\$987	\$951	\$0	\$0	\$0	\$0	\$0	\$0
PERM - Permits	\$31,010	\$143,798	\$58,500	\$100,000	\$100,000	\$102,000	\$104,040	\$106,121
SG - State grants	\$2,016	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CHGS - Charges for services	\$67,735	\$57,909	\$81,000	\$82,550	\$82,550	\$84,201	\$85,885	\$87,603
OR - Other revenue	\$22,062	\$13,969	\$19,340	\$12,230	\$12,350	\$12,597	\$12,849	\$13,107
TRF - Transfers in	\$333,300	\$409,519	\$339,184	\$339,184	\$339,184	\$339,184	\$339,184	\$339,184
Revenue Totals	\$457,110	\$626,146	\$498,024	\$533,964	\$534,084	\$537,982	\$541,958	\$546,015
Expenditures								
SAL - Salaries	\$3,319,703	\$3,557,094	\$3,512,348	\$3,705,676	\$3,854,670	\$3,929,077	\$4,023,773	\$4,130,539
BEN - Benefits	\$968,636	\$1,078,403	\$1,137,118	\$1,228,858	\$1,208,359	\$1,308,760	\$1,372,145	\$1,455,669
SUP - Supplies	\$533,274	\$524,084	\$640,550	\$640,550	\$640,550	\$660,237	\$679,562	\$698,849
PS - Professional services	\$0	\$299	\$1,500	\$1,500	\$1,500	\$1,545	\$1,591	\$1,639
CS - Contractual services	\$557,950	\$557,036	\$595,025	\$595,026	\$595,026	\$627,773	\$629,445	\$644,166
COMM - Communications	\$9,844	\$7,455	\$9,800	\$9,650	\$9,650	\$9,940	\$10,238	\$10,544
UTIL - Utilities	\$114,231	\$120,173	\$125,550	\$121,504	\$124,854	\$128,600	\$132,457	\$136,430
COS - Cost of sales	\$2,515	\$1,846	\$3,000	\$3,000	\$3,000	\$3,090	\$3,183	\$3,278
CONF - Conferences and schools	\$16,560	\$23,670	\$21,109	\$21,108	\$21,108	\$21,741	\$22,393	\$23,066
DUES - Dues and subscriptions	\$5,396	\$4,388	\$4,950	\$4,850	\$4,850	\$4,996	\$5,145	\$5,299
OTH - Other charges	\$3,207	\$2,355	\$3,500	\$3,701	\$3,701	\$3,812	\$3,926	\$4,046
GFC - General Fund Charges	(\$340,529)	(\$350,267)	(\$366,332)	(\$414,249)	(\$417,759)	(\$399,235)	(\$432,115)	(\$467,961)
CG - Central garage	\$1,166,298	\$1,311,771	\$1,315,092	\$1,278,003	\$1,284,281	\$1,367,402	\$1,413,142	\$1,459,617
CB - Central buildings	\$209,107	\$215,381	\$256,594	\$277,595	\$299,771	\$321,947	\$344,125	\$352,275
ITC - Information technology charges	\$177,659	\$192,209	\$185,357	\$212,560	\$214,264	\$230,894	\$241,324	\$251,825
LC - Loss control charges	\$283,088	\$315,706	\$328,364	\$327,665	\$345,231	\$362,492	\$380,616	\$399,648
TRF - Transfers out	\$180	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Expenditure Totals	\$7,027,119	\$7,561,603	\$7,773,525	\$8,016,997	\$8,193,056	\$8,583,071	\$8,830,950	\$9,108,929
Net Property Tax Supported:	(\$6,570,009)	(\$6,935,457)	(\$7,275,501)	(\$7,483,033)	(\$7,658,972)	(\$8,045,089)	(\$8,288,992)	(\$8,562,914)
<i>Expenditure Percentage change</i>	5.7%	7.6%	2.8%	3.1%	2.2%	4.8%	2.9%	3.1%

City of Brooklyn Park

2020-2021 Budget Summary - Fire Department

	2017 Actual Amount	2018 Actual Amount	2019 Amended Budget	2020 City Manager Proposed	2021 City Manager Proposed	2022 Forecast	2023 Forecast	2024 Forecast
General Fund								
Revenue								
BL - Business licenses	\$400	\$300	\$200	\$0	\$0	\$0	\$0	\$0
PERM - Permits	\$59,411	\$74,622	\$67,000	\$68,350	\$67,000	\$58,000	\$58,000	\$58,000
SG - State grants	\$414,416	\$433,551	\$474,364	\$362,305	\$362,305	\$350,000	\$350,000	\$350,000
OG - Other grants	\$21,775	\$6,858	\$10,000	\$15,250	\$15,250	\$0	\$0	\$0
CHGS - Charges for services	\$30,397	\$7,476	\$7,500	\$16,450	\$16,450	\$12,000	\$12,000	\$12,000
FINE - Fines and forfeitures	\$1,025	\$500	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
OR - Other revenue	\$40	\$3,488	\$0	\$15,250	\$15,250	\$10,000	\$10,000	\$10,000
TRF - Transfers in	\$13,732	\$14,071	\$62,000	\$0	\$0	\$34,000	\$0	\$0
Revenue Totals	\$541,196	\$540,866	\$622,064	\$478,605	\$477,255	\$465,000	\$431,000	\$431,000
Expenditures								
SAL - Salaries	\$2,474,254	\$2,539,957	\$2,872,697	\$3,443,703	\$3,657,415	\$3,736,582	\$3,828,325	\$3,931,768
BEN - Benefits	\$1,212,637	\$1,297,651	\$1,626,240	\$1,325,459	\$1,391,241	\$1,545,363	\$1,603,715	\$1,683,108
SUP - Supplies	\$113,734	\$81,545	\$122,900	\$169,350	\$119,350	\$122,932	\$142,616	\$146,417
PS - Professional services	\$13,068	\$18,407	\$12,000	\$12,860	\$8,900	\$9,167	\$9,442	\$9,725
CS - Contractual services	\$61,502	\$76,261	\$45,500	\$88,250	\$70,750	\$72,873	\$75,059	\$77,310
COMM - Communications	\$39,391	\$29,181	\$31,600	\$53,098	\$53,098	\$54,691	\$56,331	\$58,021
UTIL - Utilities	\$1,539	\$1,530	\$0	\$2,000	\$2,000	\$2,060	\$2,122	\$2,185
COS - Cost of sales	\$3,540	\$7,080	\$5,000	\$5,000	\$5,000	\$5,150	\$5,305	\$5,464
CONF - Conferences and schools	\$33,328	\$27,047	\$46,617	\$40,787	\$38,937	\$40,106	\$41,308	\$42,548
DUES - Dues and subscriptions	\$6,719	\$3,771	\$5,589	\$7,756	\$4,814	\$4,959	\$5,107	\$5,261
OTH - Other charges	\$1,113	\$276	\$500	\$0	\$0	\$0	\$0	\$0
CG - Central garage	\$438,856	\$469,634	\$474,308	\$855,629	\$859,458	\$911,963	\$939,324	\$967,502
CB - Central buildings	\$309,412	\$318,694	\$379,677	\$379,351	\$379,351	\$390,732	\$402,453	\$414,527
ITC - Information technology charges	\$191,736	\$187,536	\$181,846	\$203,040	\$203,924	\$210,042	\$216,343	\$222,833
LC - Loss control charges	\$47,266	\$52,634	\$65,086	\$74,257	\$76,482	\$78,776	\$81,140	\$83,574
Expenditure Totals	\$4,948,095	\$5,111,204	\$5,869,560	\$6,660,540	\$6,870,720	\$7,185,396	\$7,408,590	\$7,650,243
Net Property Tax Supported:	(\$4,406,899)	(\$4,570,338)	(\$5,247,496)	(\$6,181,935)	(\$6,393,465)	(\$6,720,396)	(\$6,977,590)	(\$7,219,243)
Non-expensed cash transactions:								
CO - Capital outlay	\$0	\$14,071	\$17,000	\$0	\$0	\$72,000	\$24,000	\$0
<i>Expenditure Percentage change</i>	6.6%	3.3%	14.8%	13.5%	3.2%	4.6%	3.1%	3.3%

City of Brooklyn Park

2020-2021 Budget Summary - Police Department

	2017 Actual Amount	2018 Actual Amount	2019 Amended Budget	2020 City Manager Proposed	2021 City Manager Proposed	2022 Forecast	2023 Forecast	2024 Forecast
General Fund								
Revenue								
SA - Special assessments	\$26,129	\$38,380	\$5,000	\$16,000	\$16,000	\$16,000	\$16,000	\$16,000
FG - Federal grants	\$143,942	\$164,018	\$190,800	\$191,610	\$220,860	\$198,000	\$198,000	\$188,000
SG - State grants	\$870,302	\$939,010	\$858,290	\$934,100	\$963,350	\$914,950	\$915,400	\$909,100
OG - Other grants	\$13,007	\$20,000	\$15,000	\$0	\$0	\$0	\$0	\$0
CHGS - Charges for services	\$561,842	\$610,763	\$563,200	\$566,200	\$628,200	\$526,900	\$526,900	\$526,900
FINE - Fines and forfeitures	\$283,922	\$310,085	\$540,000	\$380,000	\$380,000	\$415,000	\$415,000	\$415,000
OR - Other revenue	\$18,083	\$34,225	\$43,400	\$38,400	\$38,400	\$38,400	\$38,400	\$38,400
TRF - Transfers in	\$0	\$3,012	\$0	\$0	\$0	\$0	\$0	\$0
Revenue Totals	\$1,917,227	\$2,119,493	\$2,215,690	\$2,126,310	\$2,246,810	\$2,109,250	\$2,109,700	\$2,093,400
Expenditures								
SAL - Salaries	\$13,140,638	\$13,568,426	\$13,791,010	\$14,427,285	\$15,212,622	\$15,593,879	\$15,979,899	\$16,415,133
BEN - Benefits	\$3,982,410	\$4,385,523	\$4,691,194	\$4,763,370	\$5,134,287	\$5,168,865	\$5,377,663	\$5,657,343
SUP - Supplies	\$267,515	\$336,215	\$353,755	\$357,980	\$424,980	\$437,198	\$449,779	\$462,739
PS - Professional services	\$13,022	\$16,688	\$20,100	\$15,000	\$15,000	\$15,450	\$15,914	\$16,391
CS - Contractual services	\$435,193	\$452,139	\$563,380	\$679,829	\$673,299	\$693,604	\$715,062	\$733,559
COMM - Communications	\$105,420	\$103,877	\$112,261	\$211,761	\$211,761	\$218,042	\$224,511	\$231,174
CONF - Conferences and schools	\$143,280	\$149,240	\$154,326	\$154,326	\$154,326	\$158,482	\$162,781	\$167,207
DUES - Dues and subscriptions	\$6,117	\$6,697	\$6,290	\$6,290	\$6,290	\$6,477	\$6,668	\$6,865
OTH - Other charges	\$67,554	\$93,286	\$165,545	\$25,545	\$19,995	\$170,385	\$170,787	\$171,201
CG - Central garage	\$1,314,007	\$1,213,508	\$1,215,176	\$1,020,863	\$1,024,133	\$1,088,318	\$1,121,167	\$1,154,980
CB - Central buildings	\$527,556	\$543,383	\$647,359	\$666,779	\$686,782	\$707,383	\$728,606	\$750,462
ITC - Information technology charges	\$1,089,539	\$1,036,996	\$1,008,479	\$1,112,953	\$1,152,829	\$1,190,587	\$1,229,763	\$1,270,341
LC - Loss control charges	\$355,932	\$452,870	\$468,614	\$567,117	\$586,420	\$604,013	\$622,133	\$640,797
Expenditure Totals	\$21,448,183	\$22,358,848	\$23,197,489	\$24,009,098	\$25,302,724	\$26,052,683	\$26,804,733	\$27,678,192
Net Property Tax Supported:	(\$19,530,956)	(\$20,239,356)	(\$20,981,799)	(\$21,882,788)	(\$23,055,914)	(\$23,943,433)	(\$24,695,033)	(\$25,584,792)
<i>Expenditure Percentage change</i>	3.2%	4.2%	3.8%	3.5%	5.4%	3.0%	2.9%	3.3%

City of Brooklyn Park

2020-2021 Budget Summary - Recreation & Parks Department

	2017 Actual Amount	2018 Actual Amount	2019 Amended Budget	2020 City Manager Proposed	2021 City Manager Proposed	2022 Forecast	2023 Forecast	2024 Forecast
General Fund								
Revenue								
OG - Other grants	\$68,298	\$60,752	\$35,900	\$10,900	\$10,900	\$35,900	\$35,900	\$35,900
CHGS - Charges for services	\$1,117,312	\$1,074,101	\$1,157,397	\$1,235,224	\$1,235,224	\$1,157,397	\$1,157,397	\$1,157,397
OR - Other revenue	\$32,502	\$31,926	\$44,000	\$44,000	\$44,000	\$44,000	\$44,000	\$44,000
TRF - Transfers in	\$88,335	\$94,087	\$0	\$0	\$0	\$0	\$0	\$0
Revenue Totals	\$1,306,447	\$1,260,866	\$1,237,297	\$1,290,124	\$1,290,124	\$1,237,297	\$1,237,297	\$1,237,297
Expenditures								
SAL - Salaries	\$2,444,841	\$2,572,655	\$2,857,385	\$3,071,901	\$3,182,539	\$3,235,393	\$3,301,308	\$3,375,628
BEN - Benefits	\$548,284	\$559,910	\$666,128	\$798,779	\$862,056	\$906,903	\$949,413	\$1,007,986
SUP - Supplies	\$173,850	\$145,667	\$191,926	\$255,138	\$255,138	\$262,842	\$270,566	\$278,522
PS - Professional services	\$7,460	\$3,378	\$3,140	\$7,640	\$7,640	\$7,869	\$8,106	\$8,348
CS - Contractual services	\$438,268	\$495,109	\$546,460	\$624,170	\$624,170	\$642,598	\$661,571	\$681,120
COMM - Communications	\$32,014	\$32,911	\$33,500	\$32,900	\$32,900	\$33,887	\$34,903	\$35,950
UTIL - Utilities	\$909	\$1,079	\$600	\$87,690	\$87,690	\$90,321	\$93,031	\$95,822
COS - Cost of sales	\$2,086	\$3,736	\$5,050	\$5,050	\$5,050	\$5,202	\$5,357	\$5,518
CONF - Conferences and schools	\$26,078	\$25,439	\$34,263	\$44,575	\$44,575	\$53,443	\$54,817	\$56,238
DUES - Dues and subscriptions	\$5,084	\$5,706	\$5,894	\$7,210	\$7,210	\$7,427	\$7,648	\$7,878
OTH - Other charges	\$125,237	\$113,543	\$151,375	\$155,775	\$155,775	\$160,421	\$165,199	\$170,125
GFC - General Fund Charges	(\$40,603)	(\$50,131)	(\$51,134)	(\$47,284)	(\$53,020)	(\$49,677)	(\$51,167)	(\$52,702)
CG - Central garage	\$27,723	\$21,059	\$21,109	\$35,909	\$36,198	\$38,268	\$39,418	\$40,599
CB - Central buildings	\$421,253	\$433,890	\$516,916	\$0	\$0	\$0	\$0	\$0
ITC - Information technology charges	\$157,369	\$178,388	\$186,488	\$216,037	\$237,900	\$245,037	\$252,388	\$259,960
LC - Loss control charges	\$19,642	\$32,931	\$35,357	\$36,840	\$37,725	\$38,857	\$40,022	\$41,223
TRF - Transfers out	\$40,221	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Expenditure Totals	\$4,429,716	\$4,575,270	\$5,204,457	\$5,332,330	\$5,523,546	\$5,678,791	\$5,832,580	\$6,012,215
Net Property Tax Supported:	(\$3,123,269)	(\$3,314,404)	(\$3,967,160)	(\$4,042,206)	(\$4,233,422)	(\$4,441,494)	(\$4,595,283)	(\$4,774,918)
<i>Expenditure Percentage change</i>	11.5%	3.3%	13.8%	2.5%	3.6%	2.8%	2.7%	3.1%

City of Brooklyn Park

2020-2021 Budget Summary - Ice Arena Special Revenue Fund

	2017 Actual Amount	2018 Actual Amount	2019 Amended Budget	2020 City Manager Proposed	2021 City Manager Proposed	2022 Forecast	2023 Forecast	2024 Forecast
Fund: 270 Ice Arena								
Revenue								
CHGS - Charges for services	\$781,061	\$740,648	\$724,481	\$745,770	\$745,770	\$775,601	\$798,870	\$822,834
INVINC - Investment income	\$859	(\$483)	\$0	\$0	\$0	\$0	\$0	\$0
OR - Other revenue	\$0	\$280	\$6,525	\$0	\$0	\$0	\$0	\$0
GOLF - Golf course fees	\$3,713	\$2,312	\$4,500	\$4,500	\$4,500	\$4,680	\$4,820	\$4,965
UF - Utility fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TRF - Transfers in	\$148,000	\$148,000	\$148,000	\$143,866	\$140,388	\$141,625	\$142,544	\$143,138
Revenue Totals	\$933,633	\$890,757	\$883,506	\$894,136	\$890,658	\$921,906	\$946,234	\$970,937
Expenditures								
SAL - Salaries	\$261,434	\$270,194	\$337,397	\$375,230	\$388,009	\$399,650	\$411,639	\$423,988
BEN - Benefits	\$80,235	\$78,726	\$97,627	\$117,403	\$130,379	\$134,291	\$138,320	\$142,468
SUP - Supplies	\$35,437	\$21,418	\$36,800	\$37,450	\$37,450	\$38,575	\$39,732	\$40,924
CS - Contractual services	\$50,082	\$47,780	\$54,000	\$54,200	\$54,200	\$55,826	\$57,500	\$59,225
UTIL - Utilities	\$137,965	\$147,962	\$141,000	\$139,500	\$139,500	\$143,685	\$147,995	\$152,436
COS - Cost of sales	\$575	\$628	\$400	\$600	\$600	\$618	\$637	\$656
CONF - Conferences and schools	\$1,894	\$1,420	\$4,250	\$4,750	\$4,750	\$4,894	\$5,041	\$5,193
DUES - Dues and subscriptions	\$2,460	\$2,031	\$2,700	\$2,400	\$2,400	\$2,472	\$2,546	\$2,622
OTH - Other charges	\$1,609	\$1,677	\$1,865	\$1,750	\$1,750	\$1,803	\$1,857	\$1,913
GFC - General Fund Charges	\$43,062	\$37,078	\$37,820	\$36,944	\$44,434	\$45,768	\$47,142	\$48,556
CG - Central garage	\$40,997	\$37,603	\$37,978	\$12,504	\$12,938	\$13,326	\$13,726	\$14,138
CB - Central buildings	\$10,000	\$10,000	\$11,614	\$0	\$0	\$0	\$0	\$0
ITC - Information technology charges	\$8,883	\$3,466	\$3,829	\$3,475	\$3,427	\$3,530	\$3,636	\$3,745
LC - Loss control charges	\$12,888	\$14,835	\$14,737	\$19,386	\$20,017	\$20,618	\$21,237	\$21,874
DEPRC - Depreciation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TRF - Transfers out	\$148,000	\$148,000	\$148,000	\$143,866	\$140,388	\$144,600	\$148,938	\$153,406
Expenditure Totals	\$835,521	\$822,818	\$930,017	\$949,458	\$980,242	\$1,009,656	\$1,039,946	\$1,071,144
Change in Net Assets:	\$98,112	\$67,939	(\$46,511)	(\$55,322)	(\$89,584)	(\$87,750)	(\$93,712)	(\$100,207)
Net Assets - Beginning of Year	(\$122,260)	(\$24,148)	\$43,791	(\$2,720)	(\$58,042)	(\$147,626)	(\$235,376)	(\$329,088)
Net Assets - End of Year	(\$24,148)	\$43,791	(\$2,720)	(\$58,042)	(\$147,626)	(\$235,376)	(\$329,088)	(\$429,295)
<i>Expenditure Percentage change</i>	-1.2%	-1.5%	13.0%	2.1%	3.2%	3.0%	3.0%	3.0%

City of Brooklyn Park

2020-2021 Budget Summary - Brookland Golf Park Special Revenue Fund

	2017 Actual Amount	2018 Actual Amount	2019 Amended Budget	2020 City Manager Proposed	2021 City Manager Proposed	2022 Forecast	2023 Forecast	2024 Forecast
Fund: 272 Brookland Golf Park								
Revenue								
CHGS - Charges for services	\$9,378	\$8,959	\$11,400	\$11,430	\$11,430	\$11,887	\$12,362	\$12,857
INVINC - Investment income	\$0	\$0	\$1,521	\$1,521	\$1,521	\$1,582	\$1,645	\$1,711
OR - Other revenue	(\$9)	\$1,013	\$0	\$0	\$0	\$0	\$0	\$0
GOLF - Golf course fees	\$178,333	\$204,539	\$183,150	\$196,004	\$196,004	\$203,844	\$211,997	\$220,476
UF - Utility fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TRF - Transfers in	\$0	\$14,995	\$0	\$60,000	\$20,000	\$0	\$0	\$10,000
Revenue Totals	\$187,702	\$229,506	\$196,071	\$268,955	\$228,955	\$217,313	\$226,004	\$245,044
Expenditures								
SAL - Salaries	\$115,777	\$114,444	\$114,804	\$119,327	\$121,618	\$125,267	\$129,026	\$132,896
BEN - Benefits	\$35,241	\$34,511	\$29,811	\$33,809	\$37,477	\$38,600	\$39,758	\$40,950
SUP - Supplies	\$29,356	\$26,983	\$34,360	\$36,200	\$36,200	\$37,286	\$38,405	\$39,556
CS - Contractual services	\$16,089	\$33,537	\$19,550	\$80,550	\$40,550	\$19,940	\$20,238	\$32,457
UTIL - Utilities	\$8,273	\$9,305	\$8,290	\$8,990	\$8,510	\$8,765	\$9,029	\$9,301
COS - Cost of sales	\$12,146	\$12,894	\$16,700	\$16,700	\$16,700	\$17,201	\$17,717	\$18,248
CONF - Conferences and schools	\$771	\$613	\$795	\$830	\$830	\$855	\$880	\$907
DUES - Dues and subscriptions	\$105	\$105	\$110	\$120	\$120	\$124	\$128	\$132
OTH - Other charges	\$5,030	\$5,481	\$6,825	\$6,835	\$6,835	\$7,040	\$7,251	\$7,468
GFC - General Fund Charges	\$5,082	\$6,156	\$6,278	\$8,490	\$7,687	\$7,917	\$8,155	\$8,399
CG - Central garage	\$2,260	\$2,017	\$1,990	\$500	\$517	\$533	\$549	\$565
ITC - Information technology charges	\$12,287	\$8,523	\$9,621	\$11,386	\$12,196	\$12,562	\$12,939	\$13,327
LC - Loss control charges	\$9,369	\$7,314	\$8,714	\$9,198	\$9,705	\$9,996	\$10,296	\$10,605
Expenditure Totals	\$251,786	\$261,883	\$257,848	\$332,935	\$298,945	\$286,086	\$294,371	\$314,811
Change in Net Assets:	(\$64,084)	(\$32,377)	(\$61,777)	(\$63,980)	(\$69,990)	(\$68,773)	(\$68,367)	(\$69,767)
Net Assets - Beginning of Year	(\$54,806)	(\$118,890)	(\$151,267)	(\$213,044)	(\$277,024)	(\$347,014)	(\$415,787)	(\$484,154)
Net Assets - End of Year	(\$118,890)	(\$151,267)	(\$213,044)	(\$277,024)	(\$347,014)	(\$415,787)	(\$484,154)	(\$553,921)
<i>Expenditure Percentage change</i>	5.5%	4.0%	-1.5%	29.1%	-10.2%	-4.3%	2.9%	6.9%

City of Brooklyn Park

2020-2021 Budget Summary - Grant and Donation Special Funds

	2017 Actual Amount	2018 Actual Amount	2019 Amended Budget	2020 City Manager Proposed	2021 City Manager Proposed	2022 Forecast	2023 Forecast	2024 Forecast
Grants and Donations								
Revenue								
FG - Federal grants	\$683,061	\$275,912	\$0	\$125,000	\$125,000	\$125,000	\$125,000	\$125,000
INVINC - Investment income	\$1,789	\$2,879	\$0	\$0	\$0	\$0	\$0	\$0
OR - Other revenue	\$42,439	\$59,930	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000
Revenue Totals	\$727,288	\$338,721	\$60,000	\$185,000	\$185,000	\$185,000	\$185,000	\$185,000
Expenditures								
SAL - Salaries	\$5,493	\$829	\$11,200	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000
BEN - Benefits	\$2,253	\$686	\$904	\$978	\$996	\$1,525	\$1,551	\$1,577
CS - Contractual services	\$260,345	\$211,197	\$100,000	\$125,000	\$125,000	\$125,000	\$125,000	\$125,000
COMM - Communications	\$26,368	\$27	\$0	\$0	\$0	\$0	\$0	\$0
CONF - Conferences and schools	\$2,134	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OTH - Other charges	\$197,379	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DEPRC - Depreciation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TRF - Transfers out	\$66,831	\$250,263	\$35,000	\$35,000	\$35,000	\$0	\$0	\$0
Expenditure Totals	\$560,803	\$463,001	\$147,104	\$172,978	\$172,996	\$138,525	\$138,551	\$138,577
Change in Net Assets:	\$166,485	(\$124,280)	(\$87,104)	\$12,022	\$12,004	\$46,475	\$46,449	\$46,423
Non-Expensed Cash Transactoins								
CO - Capital outlay	\$0	\$0	\$0	\$0	\$275,000	\$0	\$0	\$0
<i>Expenditure Percentage change</i>	<i>-1.2%</i>	<i>-17.4%</i>	<i>-68.2%</i>	<i>17.6%</i>	<i>0.0%</i>	<i>-19.9%</i>	<i>0.0%</i>	<i>0.0%</i>

City of Brooklyn Park

2020-2021 Budget Summary - Brooklyn Bridge Alliance Special Revenue Fund

	2017 Actual Amount	2018 Actual Amount	2019 Amended Budget	2020 City Manager Proposed	2021 City Manager Proposed	2022 Forecast	2023 Forecast	2024 Forecast
Fund: 290 Brooklyn Bridge Alliance								
Revenue								
OG - Other grants	\$360,437	\$277,236	\$317,250	\$191,250	\$185,250	\$195,250	\$195,250	\$195,250
CHGS - Charges for services	\$0	\$28,137	\$43,200	\$38,700	\$23,200	\$18,200	\$18,200	\$18,200
INVINC - Investment income	\$6,509	\$4,981	\$5,403	\$5,403	\$5,403	\$5,617	\$5,617	\$5,617
OR - Other revenue	\$1,092	\$88,524	\$0	\$0	\$0	\$0	\$0	\$0
TRF - Transfers in	\$66,725	\$80,295	\$66,725	\$69,500	\$65,500	\$57,500	\$57,500	\$57,500
Revenue Totals	\$434,763	\$479,173	\$432,578	\$304,853	\$279,353	\$276,567	\$276,567	\$276,567
Expenditures								
SAL - Salaries	\$316,766	\$247,667	\$250,293	\$267,775	\$278,262	\$285,207	\$292,325	\$300,351
BEN - Benefits	\$84,349	\$67,554	\$73,825	\$79,620	\$81,619	\$88,937	\$93,182	\$99,073
SUP - Supplies	\$10,237	\$8,374	\$6,000	\$5,000	\$5,000	\$9,000	\$9,000	\$9,000
CS - Contractual services	\$87,184	\$37,160	\$61,251	\$41,585	\$35,585	\$11,000	\$11,000	\$11,000
COMM - Communications	\$2	\$25	\$0	\$0	\$0	\$0	\$0	\$0
CONF - Conferences and schools	\$15,409	\$11,104	\$18,500	\$18,000	\$16,500	\$2,000	\$2,000	\$2,000
DUES - Dues and subscriptions	\$314	\$290	\$30	\$30	\$30	\$130	\$130	\$130
OTH - Other charges	\$11,173	\$6,681	\$77,195	\$695	\$695	\$1,201	\$1,201	\$1,201
TRF - Transfers out	\$99,225	\$192,412	\$0	\$0	\$0	\$0	\$0	\$0
Expenditure Totals	\$624,659	\$571,267	\$487,094	\$412,705	\$417,691	\$397,475	\$408,838	\$422,755
Change in Net Assets:	(\$189,896)	(\$92,094)	(\$54,516)	(\$107,852)	(\$138,338)	(\$120,908)	(\$132,271)	(\$146,188)
Net Assets - Beginning of Year	(\$131,377)	(\$321,273)	(\$413,367)	(\$467,883)	(\$575,735)	(\$714,073)	(\$834,981)	(\$967,252)
Net Assets - End of Year	(\$321,273)	(\$413,367)	(\$467,883)	(\$575,735)	(\$714,073)	(\$834,981)	(\$967,252)	(\$1,113,440)
<i>Expenditure Percentage change</i>	33.5%	-8.5%	-14.7%	-15.3%	1.2%	-4.8%	2.9%	3.4%

City of Brooklyn Park

2020-2021 Budget Summary - BrookLynk Special Revenue Fund

	2017 Actual Amount	2018 Actual Amount	2019 Amended Budget	2020 City Manager Proposed	2021 City Manager Proposed	2022 Forecast	2023 Forecast	2024 Forecast
292 Brooklynk								
Revenue								
SG - State grants	\$0	\$40,000	\$44,000	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000
OG - Other grants	\$215,845	\$120,981	\$159,000	\$180,000	\$180,000	\$180,000	\$180,000	\$180,000
OR - Other revenue	\$6,212	\$5,000	\$1,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000
GOLF - Golf course fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
UF - Utility fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TRF - Transfers in	\$0	\$201,512	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000
Revenue Totals	\$222,057	\$367,493	\$284,000	\$386,000	\$386,000	\$386,000	\$386,000	\$386,000
Expenditures								
SAL - Salaries	\$89,955	\$128,860	\$145,345	\$229,100	\$244,650	\$249,399	\$255,400	\$262,167
BEN - Benefits	\$20,774	\$38,771	\$34,917	\$76,174	\$83,701	\$86,055	\$90,443	\$96,637
SUP - Supplies	\$6,136	\$8,290	\$14,120	\$8,000	\$8,240	\$8,487	\$8,742	\$9,004
PS - Professional services	\$0	\$7,381	\$2,000	\$2,000	\$2,060	\$2,122	\$2,185	\$2,251
CS - Contractual services	\$69,590	\$58,606	\$58,400	\$30,400	\$31,162	\$31,947	\$32,755	\$33,588
CONF - Conferences and schools	\$10,048	\$15,891	\$7,100	\$11,800	\$12,154	\$12,520	\$12,894	\$13,282
DUES - Dues and subscriptions	\$280	\$0	\$480	\$500	\$515	\$530	\$546	\$563
OTH - Other charges	\$4,009	\$1,942	\$2,000	\$2,000	\$2,060	\$2,122	\$2,185	\$2,251
ITC - Information technology charges	\$0	\$0	\$5,000	\$7,500	\$7,725	\$7,957	\$8,195	\$8,441
DEPRC - Depreciation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TRF - Transfers out	\$9,225	\$22,557	\$46,725	\$22,000	\$18,000	\$10,000	\$10,000	\$10,000
Expenditure Totals	\$210,017	\$282,298	\$316,087	\$389,474	\$415,267	\$416,289	\$428,650	\$443,648
Change in Net Assets:	\$12,040	\$85,195	(\$32,087)	(\$3,474)	(\$29,267)	(\$30,289)	(\$42,650)	(\$57,648)
Net Assets - Beginning of Year	(\$53,953)	(\$41,913)	\$43,282	\$11,195	\$7,721	(\$21,546)	(\$51,835)	(\$94,485)
Net Assets - End of Year	(\$41,913)	\$43,282	\$11,195	\$7,721	(\$21,546)	(\$51,835)	(\$94,485)	(\$152,133)
<i>Expenditure Percentage change</i>	<i>25.7%</i>	<i>34.4%</i>	<i>12.0%</i>	<i>23.2%</i>	<i>6.6%</i>	<i>0.2%</i>	<i>3.0%</i>	<i>3.5%</i>

City of Brooklyn Park

2020-2021 Budget Summary - Debt Service Funds

	2017 Actual Amount	2018 Actual Amount	2019 Amended Budget	2020 City Manager Proposed	2021 City Manager Proposed	2022 Forecast	2023 Forecast	2024 Forecast
Debt Service Fund								
Revenue								
GPTX - General property taxes	\$2,467,687	\$2,168,753	\$1,905,892	\$2,138,864	\$2,096,469	\$2,067,593	\$1,306,186	\$1,306,476
SA - Special assessments	\$109,403	\$85,548	\$0	\$0	\$0	\$0	\$0	\$0
SG - State grants	\$216,200	\$192,200	\$188,850	\$188,850	\$188,850	\$0	\$0	\$0
INVINC - Investment income	\$13,517	\$15,462	\$23,831	\$23,707	\$23,707	\$24,645	\$12,320	\$12,320
DP - Debt proceeds	\$59,161	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TRF - Transfers in	\$2,159,077	\$1,769,711	\$2,164,756	\$1,218,135	\$1,211,970	\$1,215,029	\$1,216,771	\$1,217,396
Revenue Totals	\$5,025,045	\$4,231,674	\$4,283,329	\$3,569,556	\$3,520,996	\$3,307,267	\$2,535,277	\$2,536,192
Expenditures								
OTH - Other charges	\$0	\$0	\$1,252	\$1,252	\$1,252	\$1,277	\$1,277	\$724
DEBT - Debt service	\$4,358,889	\$4,669,524	\$4,478,882	\$3,255,006	\$3,121,283	\$2,868,077	\$2,837,539	\$2,124,402
Expenditure Totals	\$4,358,889	\$4,669,524	\$4,480,134	\$3,256,258	\$3,122,535	\$2,869,354	\$2,838,816	\$2,125,126
Change in Net Assets	\$666,156	(\$437,850)	(\$196,805)	\$313,298	\$398,461	\$437,913	(\$303,539)	\$411,066

City of Brooklyn Park
2020-2021 Budget Summary - Capital Project Funds

	2017 Actual Amount	2018 Actual Amount	2019 Amended Budget	2020 City Manager Proposed	2021 City Manager Proposed	2022 Forecast	2023 Forecast	2024 Forecast
Capital Project Funds								
Revenue								
GPTX - General property taxes	\$379,834	\$217,090	\$310,860	\$385,393	\$385,393	\$1,592,940	\$1,592,940	\$1,592,940
OTAX - Other taxes	\$5,732,536	\$5,879,239	\$5,500,000	\$5,900,000	\$5,900,000	\$5,900,000	\$5,900,000	\$5,900,000
SA - Special assessments	\$720,991	\$837,420	\$946,403	\$946,403	\$946,403	\$776,598	\$776,598	\$776,598
SG - State grants	\$2,879,166	\$4,566,457	\$3,838,526	\$6,918,693	\$5,956,793	\$6,540,503	\$2,475,503	\$6,374,503
OG - Other grants	\$0	\$24,200	\$470,000	\$16,857,000	\$10,438,000	\$7,762,000	\$2,210,000	\$5,686,000
CHGS - Charges for services	\$0	\$1,080	\$0	\$0	\$0	\$0	\$0	\$0
INVINC - Investment income	\$246,592	\$442,641	\$285,548	\$285,548	\$285,548	\$296,863	\$296,863	\$296,863
OR - Other revenue	\$931,267	\$640,852	\$13,782,124	\$4,393,491	\$12,138,021	\$4,645,525	\$3,706,893	\$2,072,111
DP - Debt proceeds	\$7,636,403	\$0	\$1,500,000	\$7,075,000	\$2,925,000	\$5,375,000	\$2,175,000	\$3,650,000
TRF - Transfers in	\$5,649,907	\$5,406,508	\$11,851,000	\$10,700,000	\$5,937,000	\$6,781,000	\$5,260,000	\$6,611,000
Revenue Totals	\$24,176,696	\$18,015,487	\$38,484,461	\$53,461,528	\$44,912,158	\$39,670,429	\$24,393,797	\$32,960,015
Expenditures								
SUP - Supplies	\$47,287	\$6,951	\$11,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
PS - Professional services	\$10,602	\$16,607	\$0	\$0	\$0	\$0	\$0	\$0
CS - Contractual services	\$2,901,318	\$2,963,529	\$21,381,000	\$20,184,000	\$14,137,000	\$7,677,000	\$6,537,000	\$4,815,000
UTIL - Utilities	\$0	\$82	\$0	\$0	\$0	\$0	\$0	\$0
OTH - Other charges	\$109,112	\$28,409	\$40,671	\$40,671	\$40,671	\$44,442	\$45,776	\$45,776
GFC - General Fund Charges	\$57,521	\$66,508	\$93,877	\$128,145	\$110,510	\$79,241	\$94,297	\$112,213
DEBT - Debt service	\$96,503	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TRF - Transfers out	\$6,981,724	\$6,463,398	\$13,430,640	\$12,123,319	\$7,461,154	\$8,322,213	\$6,768,955	\$8,130,580
CO - Capital outlay	\$8,198,164	\$5,797,390	\$8,640,430	\$24,156,700	\$22,037,200	\$25,141,000	\$12,208,000	\$17,341,000
Expenditure Totals	\$18,402,230	\$15,342,874	\$43,597,618	\$56,647,835	\$43,801,535	\$41,278,896	\$25,669,028	\$30,459,569
Net Property Tax Supported:	\$5,774,467	\$2,672,613	(\$5,113,157)	(\$3,186,307)	\$1,110,623	(\$1,608,467)	(\$1,275,231)	\$2,500,446
Net Assets - Beginning of the Year	\$22,308,376	\$28,082,843	\$30,755,456	\$25,642,299	\$22,455,992	\$23,566,615	\$21,958,148	\$20,682,917
Net Assets - End of the Year	\$28,082,843	\$30,755,456	\$25,642,299	\$22,455,992	\$23,566,615	\$21,958,148	\$20,682,917	\$23,183,363

City of Brooklyn Park

2020-2021 Budget Summary - Water Utility Enterprise Fund

	2017 Actual Amount	2018 Actual Amount	2019 Amended Budget	2020 City Manager Proposed	2021 City Manager Proposed	2022 Forecast	2023 Forecast	2024 Forecast
602 - Water Utility								
Revenue								
SA - Special assessments	\$17,261	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SG - State grants	\$2,880	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CHGS - Charges for services	\$9,650	\$3,225	\$0	\$0	\$0	\$0	\$0	\$0
INVINC - Investment income	\$190,190	\$138,288	\$193,170	\$193,170	\$193,170	\$204,994	\$209,093	\$209,093
OR - Other revenue	\$175,353	\$81,076	\$0	\$0	\$0	\$150,000	\$150,000	\$150,000
UF - Utility fees	\$7,905,575	\$7,879,100	\$7,745,000	\$7,802,232	\$8,052,735	\$8,351,484	\$8,633,520	\$8,911,257
DP - Debt proceeds	\$0	\$40,631	\$0	\$0	\$0	\$0	\$0	\$0
Revenue Totals	\$8,300,909	\$8,142,320	\$7,938,170	\$7,995,402	\$8,245,905	\$8,706,478	\$8,992,613	\$9,270,350
Expenditures								
SAL - Salaries	\$907,923	\$932,404	\$959,291	\$1,023,881	\$1,063,621	\$1,083,336	\$1,108,503	\$1,136,879
BEN - Benefits	\$324,167	(\$79,025)	\$289,549	\$318,147	\$325,633	\$341,004	\$356,967	\$377,260
SUP - Supplies	\$563,586	\$634,090	\$645,530	\$684,431	\$684,431	\$706,183	\$719,503	\$735,303
PS - Professional services	\$0	\$0	\$5,000	\$5,000	\$5,000	\$5,464	\$5,628	\$5,628
CS - Contractual services	\$1,062,745	\$337,268	\$326,000	\$379,500	\$362,500	\$1,589,729	\$861,402	\$681,402
COMM - Communications	\$2,260	\$2,288	\$5,500	\$3,200	\$3,200	\$3,746	\$3,763	\$4,263
UTIL - Utilities	\$521,413	\$574,726	\$566,950	\$595,200	\$595,200	\$612,240	\$627,051	\$642,151
COS - Cost of sales	\$139	\$72,079	\$50,000	\$72,000	\$72,000	\$75,000	\$75,000	\$78,000
CONF - Conferences and schools	\$5,912	\$7,752	\$8,499	\$10,802	\$10,802	\$12,163	\$12,508	\$13,008
DUES - Dues and subscriptions	\$4,697	\$4,653	\$5,050	\$5,050	\$5,050	\$5,518	\$5,684	\$5,684
OTH - Other charges	\$723,864	\$1,154,840	\$780,483	\$717,838	\$717,838	\$845,436	\$868,399	\$868,399
GFC - General Fund Charges	\$441,426	\$429,852	\$437,680	\$432,580	\$431,987	\$449,906	\$463,156	\$475,136
CG - Central garage	\$86,967	\$92,480	\$91,246	\$111,257	\$115,151	\$119,181	\$123,352	\$127,670
CB - Central buildings	\$28,352	\$29,203	\$34,791	\$38,638	\$42,486	\$46,333	\$50,181	\$51,686
ITC - Information technology charges	\$61,166	\$48,579	\$48,312	\$62,053	\$60,367	\$64,285	\$67,203	\$69,917
LC - Loss control charges	\$88,303	\$80,715	\$88,247	\$99,902	\$104,864	\$110,107	\$115,613	\$121,393
DEPRC - Depreciation	\$2,478,023	\$2,380,834	\$2,470,000	\$2,470,000	\$2,505,000	\$2,540,000	\$2,575,000	\$2,610,000
DEBT - Debt service	\$671,854	\$683,265	\$609,171	\$429,150	\$391,150	\$351,150	\$309,150	\$265,025
Loss-Loss on disposal of assets	\$11,463	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TRF - Transfers out	\$24,000	\$24,000	\$24,000	\$24,000	\$24,000	\$24,000	\$24,000	\$24,000
Expenditure Totals	\$8,008,260	\$7,410,003	\$7,445,299	\$7,482,629	\$7,520,280	\$8,984,781	\$8,372,063	\$8,292,804
Change in Net Assets:	\$292,649	\$732,317	\$492,871	\$512,773	\$725,625	(\$278,303)	\$620,550	\$977,546
Net Assets - Beginning of Year	\$69,150,405	\$69,443,054	\$70,175,371	\$70,668,242	\$71,181,015	\$71,906,640	\$71,628,337	\$72,248,887
Net Assets - End of Year	\$69,443,054	\$70,175,371	\$70,668,242	\$71,181,015	\$71,906,640	\$71,628,337	\$72,248,887	\$73,226,433
Non-Expensed Cash Transactions								
CO - Capital outlay	\$49,595	(\$943,988)	\$4,764,800	\$4,230,000	\$4,681,000	\$4,820,000	\$3,146,000	\$2,749,000
Debt Service - Principal payments	\$0	\$0	\$0	\$740,000	\$780,000	\$820,000	\$860,000	\$905,000
Total non-expensed cash transactions	\$49,595	(\$943,988)	\$4,764,800	\$4,970,000	\$5,461,000	\$5,640,000	\$4,006,000	\$3,654,000
<i>Expenditure Percentage change</i>	4.8%	-7.5%	0.5%	0.5%	0.5%	19.5%	-6.8%	-0.9%

City of Brooklyn Park

2020-2021 Budget Summary - Sanitary Sewer Utility Enterprise Fund

	2017 Actual Amount	2018 Actual Amount	2019 Amended Budget	2020 City Manager Proposed	2021 City Manager Proposed	2022 Forecast	2023 Forecast	2024 Forecast
Fund 604 - Sanitary Sewer								
Revenue								
SA - Special assessments	\$7,758	\$1,006	\$45,000	\$45,000	\$45,000	\$45,900	\$46,818	\$47,754
SG - State grants	\$754	\$0	\$0	\$0	\$0	\$0	\$0	\$0
INVINC - Investment income	\$137,750	\$92,128	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000
OR - Other revenue	\$15	\$0	\$0	\$0	\$0	\$0	\$0	\$0
UF - Utility fees	\$6,692,366	\$7,356,704	\$7,340,055	\$7,662,031	\$8,032,382	\$8,436,447	\$8,850,164	\$9,279,100
Revenue Totals	\$6,838,643	\$7,449,838	\$7,535,055	\$7,857,031	\$8,227,382	\$8,632,347	\$9,046,982	\$9,476,854
Expenditures								
SAL - Salaries	\$457,395	\$485,369	\$614,614	\$540,225	\$564,014	\$574,358	\$587,542	\$602,407
BEN - Benefits	\$140,760	\$36,812	\$181,010	\$158,449	\$160,839	\$169,695	\$177,415	\$187,018
SUP - Supplies	\$35,705	\$75,631	\$84,000	\$82,000	\$92,000	\$89,705	\$89,833	\$92,171
PS - Professional services	\$0	\$0	\$50,000	\$50,000	\$50,000	\$51,500	\$53,045	\$54,636
CS - Contractual services	\$136,901	\$158,241	\$238,500	\$256,500	\$256,500	\$338,195	\$759,941	\$761,739
COMM - Communications	\$0	\$0	\$2,550	\$2,550	\$2,550	\$2,627	\$2,705	\$2,786
UTIL - Utilities	\$122,208	\$109,226	\$120,920	\$121,400	\$121,400	\$125,042	\$128,793	\$132,658
COS - Cost of sales	\$156,113	\$72,090	\$72,000	\$72,000	\$72,000	\$74,160	\$76,385	\$78,676
CONF - Conferences and schools	\$3,401	\$3,210	\$2,794	\$7,200	\$7,200	\$7,416	\$7,638	\$7,868
DUES - Dues and subscriptions	\$0	\$206	\$200	\$200	\$200	\$206	\$212	\$219
OTH - Other charges	\$5,203,687	\$5,936,533	\$5,684,292	\$5,852,348	\$6,129,618	\$6,421,390	\$6,727,738	\$7,049,392
GFC - General Fund Charges	\$301,276	\$335,801	\$342,438	\$367,905	\$368,060	\$379,779	\$390,249	\$403,584
CG - Central garage	\$48,502	\$42,851	\$42,279	\$15,097	\$15,625	\$16,172	\$16,738	\$17,324
CB - Central buildings	\$28,352	\$29,203	\$34,791	\$38,638	\$42,486	\$46,333	\$50,181	\$51,686
ITC - Information technology charges	\$1,000	\$11,449	\$10,356	\$14,444	\$12,994	\$14,244	\$14,888	\$15,523
LC - Loss control charges	\$22,915	\$19,054	\$20,473	\$25,735	\$26,840	\$28,182	\$29,591	\$31,071
DEPRC - Depreciation	\$784,161	\$803,960	\$745,000	\$800,000	\$810,000	\$820,000	\$830,000	\$840,000
DEBT - Debt service	\$579	\$524	\$0	\$0	\$0	\$0	\$0	\$0
TRF - Transfers out	\$3,000	\$6,450	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
Expenditure Totals	\$7,445,955	\$8,126,610	\$8,249,217	\$8,407,691	\$8,735,326	\$9,162,004	\$9,945,894	\$10,331,758
Change in Net Assets:	(\$607,312)	(\$676,772)	(\$714,162)	(\$550,660)	(\$507,944)	(\$529,657)	(\$898,912)	(\$854,904)
Net Assets - Beginning of Year	\$49,201,165	\$48,593,853	\$47,917,081	\$47,202,919	\$46,652,259	\$46,144,315	\$45,614,658	\$44,715,746
Net Assets - End of Year	\$48,593,853	\$47,917,081	\$47,202,919	\$46,652,259	\$46,144,315	\$45,614,658	\$44,715,746	\$43,860,842
Non-Expensed Cash Transactions								
CO - Capital outlay	(\$20,215)	(\$1,390,249)	\$2,487,400	\$898,000	\$906,000	\$1,907,000	\$1,276,000	\$190,000
<i>Expenditure Percentage change</i>	3.1%	9.1%	1.5%	1.9%	3.9%	4.9%	8.6%	3.9%

City of Brooklyn Park

2020-2021 Budget Summary - Recycling Utility Enterprise Fund

	2017 Actual Amount	2018 Actual Amount	2019 Amended Budget	2020 City Manager Proposed	2021 City Manager Proposed	2022 Forecast	2023 Forecast	2024 Forecast
Fund 606 - Recycling Fund								
Revenue								
SA - Special assessments	\$1,167	\$32,146	\$8,000	\$8,000	\$8,000	\$8,160	\$8,323	\$8,490
OG - Other grants	\$191,003	\$178,720	\$135,128	\$135,128	\$135,128	\$143,399	\$146,267	\$146,267
INVINC - Investment income	\$34,919	\$22,292	\$31,329	\$31,329	\$31,329	\$33,247	\$33,912	\$33,912
OR - Other revenue	\$104,682	\$107,562	\$123,000	\$123,000	\$123,000	\$125,460	\$127,969	\$130,529
UF - Utility fees	\$1,087,231	\$1,121,978	\$1,059,000	\$1,059,000	\$1,059,000	\$1,123,819	\$1,146,295	\$1,146,295
Revenue Totals	\$1,419,002	\$1,462,698	\$1,356,457	\$1,356,457	\$1,356,457	\$1,434,085	\$1,462,766	\$1,465,493
Expenditures								
SAL - Salaries	\$84,823	\$95,903	\$96,595	\$110,708	\$116,719	\$119,028	\$121,901	\$125,140
BEN - Benefits	\$16,513	\$18,703	\$18,709	\$26,117	\$30,031	\$24,258	\$25,173	\$26,260
SUP - Supplies	\$11,377	\$67,076	\$25,100	\$35,100	\$35,100	\$37,094	\$38,207	\$38,847
PS - Professional services	\$1,636	\$10,717	\$1,000	\$1,000	\$1,000	\$1,030	\$1,061	\$1,093
CS - Contractual services	\$1,049,031	\$1,096,390	\$1,306,000	\$1,306,000	\$1,306,000	\$1,345,000	\$1,385,000	\$1,426,000
COMM - Communications	\$15,083	\$12,663	\$16,000	\$16,000	\$16,000	\$16,480	\$16,974	\$17,484
UTIL - Utilities	\$405	\$620	\$1,000	\$1,000	\$1,000	\$1,030	\$1,061	\$1,093
CONF - Conferences and schools	\$4,759	\$1,814	\$3,600	\$3,600	\$3,600	\$3,708	\$3,819	\$3,933
DUES - Dues and subscriptions	\$924	\$579	\$700	\$700	\$700	\$721	\$743	\$765
OTH - Other charges	\$9,048	\$71,362	\$20,917	\$20,917	\$20,917	\$21,545	\$22,190	\$22,857
GFC - General Fund Charges	\$136,475	\$144,133	\$145,615	\$140,932	\$144,477	\$151,570	\$157,409	\$162,801
CB - Central buildings	\$8,097	\$8,340	\$9,936	\$11,035	\$12,134	\$13,232	\$14,331	\$14,761
ITC - Information technology charges	\$4,168	\$2,748	\$3,105	\$3,715	\$3,988	\$4,083	\$4,269	\$4,435
TRF - Transfers out	\$60,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
Expenditure Totals	\$1,402,339	\$1,551,048	\$1,668,277	\$1,696,824	\$1,711,666	\$1,758,779	\$1,812,138	\$1,865,469
Change in Net Assets:	\$16,663	(\$88,350)	(\$311,820)	(\$340,367)	(\$355,209)	(\$324,694)	(\$349,372)	(\$399,976)
Net Assets - Beginning of Year	\$3,300,146	\$3,316,809	\$3,228,459	\$2,916,639	\$2,576,272	\$2,221,063	\$1,896,369	\$1,546,997
Net Assets - End of Year	\$3,316,809	\$3,228,459	\$2,916,639	\$2,576,272	\$2,221,063	\$1,896,369	\$1,546,997	\$1,147,021
Non-Expensed Cash Transactions								
CO - Capital outlay	\$0	\$0	\$0	\$66,000	\$0	\$0	\$0	\$142,990
<i>Expenditure Percentage change</i>	<i>0.9%</i>	<i>10.6%</i>	<i>7.6%</i>	<i>1.7%</i>	<i>0.9%</i>	<i>2.8%</i>	<i>3.0%</i>	<i>2.9%</i>

City of Brooklyn Park

2020-2021 Budget Summary - Storm Sewer Utility Enterprise Fund

	2017 Actual Amount	2018 Actual Amount	2019 Amended Budget	2020 City Manager Proposed	2021 City Manager Proposed	2022 Forecast	2023 Forecast	2024 Forecast
Fund 610 - Storm Sewer								
Revenue								
SA - Special assessments	\$15,548	(\$6,911)	\$3,000	\$3,000	\$3,000	\$3,060	\$3,121	\$3,184
SG - State grants	\$529	\$0	\$0	\$0	\$0	\$0	\$0	\$0
INVINC - Investment income	\$22,887	\$17,649	\$21,256	\$21,256	\$21,256	\$22,557	\$23,008	\$23,008
OR - Other revenue	\$598	\$63	\$0	\$0	\$0	\$0	\$0	\$0
UF - Utility fees	\$1,504,497	\$1,780,407	\$1,439,499	\$2,145,833	\$2,337,847	\$2,533,097	\$2,533,628	\$2,533,628
Revenue Totals	\$1,544,059	\$1,791,208	\$1,463,755	\$2,170,089	\$2,362,103	\$2,558,714	\$2,559,757	\$2,559,820
Expenditures								
SAL - Salaries	\$438,348	\$373,546	\$411,406	\$397,186	\$414,221	\$422,265	\$432,479	\$443,995
BEN - Benefits	\$145,560	\$154,954	\$124,231	\$139,276	\$138,494	\$160,359	\$167,920	\$177,645
SUP - Supplies	\$148,299	\$79,552	\$125,700	\$118,200	\$118,201	\$130,142	\$134,047	\$137,706
CS - Contractual services	\$155,741	\$53,996	\$49,500	\$53,000	\$53,000	\$7,267	\$64,426	\$64,649
COMM - Communications	\$0	\$0	\$2,000	\$2,000	\$2,000	\$2,060	\$2,122	\$2,185
UTIL - Utilities	\$1,550	\$601	\$3,000	\$2,500	\$2,500	\$2,575	\$2,652	\$2,732
CONF - Conferences and schools	\$0	\$0	\$229	\$6,200	\$6,200	\$6,386	\$6,578	\$6,775
DUES - Dues and subscriptions	\$169,920	\$175,039	\$180,000	\$185,000	\$190,000	\$195,700	\$201,571	\$207,618
OTH - Other charges	(\$2,173)	\$70,158	\$2,414	\$2,414	\$2,414	\$2,486	\$2,561	\$2,638
GFC - General Fund Charges	\$65,158	\$77,394	\$78,860	\$91,123	\$91,648	\$94,277	\$96,931	\$99,311
CG - Central garage	\$107,843	\$110,672	\$111,176	\$135,820	\$140,510	\$145,213	\$149,932	\$154,665
CB - Central buildings	\$27,106	\$27,919	\$33,262	\$36,940	\$40,619	\$44,297	\$47,976	\$49,415
LC - Loss control charges	\$5,216	\$6,943	\$5,419	\$5,040	\$5,139	\$5,396	\$5,666	\$5,950
DEPRC - Depreciation	\$925,082	\$911,894	\$940,000	\$940,000	\$940,000	\$980,000	\$980,000	\$980,000
Expenditure Totals	\$2,187,650	\$2,042,668	\$2,067,197	\$2,114,699	\$2,144,946	\$2,198,423	\$2,294,861	\$2,335,284
Change in Net Assets:	(\$643,591)	(\$251,460)	(\$603,442)	\$55,390	\$217,157	\$360,291	\$264,896	\$224,536
Net Assets - Beginning of Year	\$23,874,760	\$23,231,169	\$22,979,709	\$22,376,267	\$22,431,657	\$22,648,814	\$23,009,105	\$23,274,001
Net Assets - End of Year	\$23,231,169	\$22,979,709	\$22,376,267	\$22,431,657	\$22,648,814	\$23,009,105	\$23,274,001	\$23,498,537
Non-Expensed Cash Transactions								
CO - Capital outlay	\$0	\$350,938	\$1,028,900	\$1,372,000	\$701,500	\$722,000	\$672,000	\$432,000
<i>Expenditure Percentage change</i>	6.8%	-6.6%	1.2%	2.3%	1.4%	2.5%	4.4%	1.8%

City of Brooklyn Park

2020-2021 Budget Summary - Street Light Utility Enterprise Fund

	2017 Actual Amount	2018 Actual Amount	2019 Amended Budget	2020 City Manager Proposed	2021 City Manager Proposed	2022 Forecast	2023 Forecast	2024 Forecast
Fund 612 - Street & Signal Light								
Revenue								
SA - Special assessments	\$450	\$2,506	\$3,000	\$3,000	\$3,000	\$3,060	\$3,121	\$3,184
SG - State grants	\$170	\$191,754	\$0	\$100,000	\$0	\$100,000	\$0	\$100,000
INVINC - Investment income	\$34,709	\$28,094	\$26,529	\$26,529	\$26,529	\$28,153	\$28,716	\$28,716
OR - Other revenue	\$9	\$75,653	\$0	\$25,000	\$0	\$0	\$0	\$0
UF - Utility fees	\$1,364,750	\$1,432,517	\$1,335,500	\$1,335,500	\$1,335,500	\$1,418,075	\$1,446,437	\$1,446,437
Revenue Totals	\$1,400,088	\$1,730,524	\$1,365,029	\$1,490,029	\$1,365,029	\$1,549,288	\$1,478,274	\$1,578,337
Expenditures								
SAL - Salaries	\$91,514	\$72,860	\$111,121	\$82,251	\$85,511	\$87,219	\$89,387	\$91,832
BEN - Benefits	\$26,192	\$26,747	\$38,681	\$27,779	\$27,853	\$32,730	\$34,231	\$36,108
SUP - Supplies	\$79,526	\$59,162	\$40,300	\$40,300	\$40,300	\$41,509	\$42,754	\$44,037
CS - Contractual services	\$167,101	\$413,341	\$98,500	\$98,500	\$98,500	\$98,500	\$298,500	\$498,500
UTIL - Utilities	\$450,632	\$465,417	\$520,000	\$520,000	\$520,000	\$535,600	\$551,668	\$568,218
OTH - Other charges	(\$2,070)	\$74,051	\$2,701	\$2,701	\$2,701	\$2,782	\$2,866	\$2,952
GFC - General Fund Charges	\$67,619	\$77,910	\$79,293	\$80,222	\$88,367	\$83,552	\$86,045	\$88,300
CG - Central garage	\$14,850	\$13,303	\$13,396	\$10,426	\$10,788	\$11,150	\$11,514	\$11,880
LC - Loss control charges	\$49,166	\$68,913	\$60,606	\$70,352	\$72,705	\$76,341	\$80,158	\$84,165
DEPRC - Depreciation	\$297,726	\$282,111	\$305,000	\$305,000	\$305,000	\$320,000	\$325,000	\$325,000
Expenditure Totals	\$1,242,256	\$1,553,815	\$1,269,598	\$1,237,531	\$1,251,725	\$1,289,383	\$1,522,123	\$1,750,992
Change in Net Assets:	\$157,832	\$176,709	\$95,431	\$252,498	\$113,304	\$259,905	(\$43,849)	(\$172,655)
Net Assets - Beginning of Year	\$5,941,306	\$6,099,138	\$6,275,847	\$6,371,278	\$6,623,776	\$6,737,080	\$6,996,985	\$6,953,136
Net Assets - End of Year	\$6,099,138	\$6,275,847	\$6,371,278	\$6,623,776	\$6,737,080	\$6,996,985	\$6,953,136	\$6,780,481
Non-Expensed Cash Transactions								
CO - Capital outlay	\$0	\$0	\$320,000	\$965,000	\$534,000	\$825,000	\$260,000	\$670,000
<i>Expenditure Percentage change</i>	6.5%	25.1%	-18.3%	-2.5%	1.1%	3.0%	18.1%	15.0%

City of Brooklyn Park

2020-2021 Budget Summary - Recreation Enterprise Fund - Edinburgh USA Golf Course

	2017 Actual Amount	2018 Actual Amount	2019 Amended Budget	2020 City Manager Proposed	2021 City Manager Proposed	2022 Forecast	2023 Forecast	2024 Forecast
Fund 624 - Edinburgh USA Golf Course								
Revenue								
SG - State grants	\$1,592	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CHGS - Charges for services	\$254,779	\$276,391	\$250,000	\$260,000	\$260,000	\$267,800	\$275,835	\$284,109
INVINC - Investment income	\$914	(\$242)	\$0	\$0	\$0	\$0	\$0	\$0
OR - Other revenue	\$31,142	\$40,993	\$7,000	\$33,600	\$33,600	\$34,608	\$35,647	\$36,715
GOLF - Golf course fees	\$1,626,045	\$1,585,653	\$1,673,550	\$1,676,400	\$1,676,400	\$1,726,692	\$1,778,493	\$1,831,847
TRF - Transfers in	\$0	\$2,000	\$0	\$0	\$0	\$0	\$0	\$0
Revenue Totals	\$1,914,472	\$1,904,795	\$1,930,550	\$1,970,000	\$1,970,000	\$2,029,100	\$2,089,975	\$2,152,671
Expenditures								
SAL - Salaries	\$712,799	\$703,243	\$769,770	\$783,519	\$806,483	\$830,678	\$855,597	\$881,265
BEN - Benefits	\$231,451	\$173,995	\$189,246	\$203,645	\$229,760	\$236,652	\$243,751	\$251,064
SUP - Supplies	\$243,859	\$284,386	\$234,070	\$259,695	\$248,195	\$255,641	\$263,310	\$271,209
CS - Contractual services	\$122,785	\$81,025	\$141,339	\$125,280	\$125,280	\$129,039	\$132,910	\$136,897
COMM - Communications	\$809	\$2,468	\$2,100	\$2,100	\$2,100	\$2,163	\$2,228	\$2,295
UTIL - Utilities	\$55,375	\$57,113	\$55,484	\$57,000	\$56,484	\$58,179	\$59,925	\$61,721
COS - Cost of sales	\$171,396	\$178,699	\$158,000	\$171,000	\$171,000	\$176,130	\$181,414	\$186,857
CONF - Conferences and schools	\$5,961	\$5,879	\$5,910	\$6,350	\$6,350	\$6,541	\$6,737	\$6,938
DUES - Dues and subscriptions	\$4,174	\$1,675	\$4,025	\$4,000	\$4,000	\$4,120	\$4,244	\$4,370
OTH - Other charges	\$45,645	\$43,256	\$62,055	\$57,000	\$57,000	\$58,710	\$60,471	\$62,285
GFC - General Fund Charges	\$49,548	\$65,122	\$66,424	\$58,230	\$64,222	\$60,582	\$61,794	\$63,030
CG - Central garage	\$6,062	\$5,269	\$5,198	\$1,585	\$1,641	\$1,698	\$1,757	\$1,819
ITC - Information technology charges	\$43,542	\$47,863	\$53,834	\$58,087	\$61,232	\$61,847	\$64,641	\$67,439
LC - Loss control charges	\$24,545	\$24,660	\$24,745	\$28,432	\$29,756	\$31,244	\$32,807	\$34,447
DEPRC - Depreciation	\$203,481	\$182,076	\$0	\$0	\$0	\$0	\$0	\$0
TRF - Transfers out	\$2,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Expenditure Totals	\$1,923,432	\$1,856,729	\$1,772,200	\$1,815,923	\$1,863,503	\$1,913,224	\$1,971,586	\$2,031,636
Change in Net Assets:	(\$8,960)	\$48,066	\$158,350	\$154,077	\$106,497	\$115,876	\$118,389	\$121,035
Net Assets - Beginning of Year	\$7,614,073	\$7,605,113	\$7,653,179	\$7,811,529	\$7,965,606	\$8,072,103	\$8,187,979	\$8,306,368
Net Assets - End of Year	\$7,605,113	\$7,653,179	\$7,811,529	\$7,965,606	\$8,072,103	\$8,187,979	\$8,306,368	\$8,427,403
Non-Expensed Cash Transactions								
CO - Capital outlay	\$944	\$0	\$141,000	\$160,000	\$433,000	\$200,000	\$298,000	\$395,000
<i>Expenditure Percentage change</i>	<i>0.7%</i>	<i>-3.5%</i>	<i>-4.6%</i>	<i>2.5%</i>	<i>2.6%</i>	<i>2.7%</i>	<i>3.1%</i>	<i>3.0%</i>

City of Brooklyn Park

2020-2021 Budget Summary - Recreation Enterprise Fund - Edinburgh Clubhouse

	2017 Actual Amount	2018 Actual Amount	2019 Amended Budget	2020 City Manager Proposed	2021 City Manager Proposed	2022 Forecast	2023 Forecast	2024 Forecast
Fund 626 - Edinburgh Clubhouse								
Revenue								
INVINC - Investment income	\$2,362	\$3,512	\$2,287	\$2,287	\$2,287	\$2,356	\$2,450	\$2,548
OR - Other revenue	\$158,370	\$162,504	\$188,085	\$181,000	\$181,000	\$212,360	\$220,854	\$229,689
GOLF - Golf course fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
UF - Utility fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TRF - Transfers in	\$0	\$0	\$1,500,000	\$50,000	\$250,000	\$200,000	\$75,000	\$225,000
Revenue Totals	\$160,732	\$166,016	\$1,690,372	\$233,287	\$433,287	\$414,716	\$298,304	\$457,237
Expenditures								
SAL - Salaries	\$53,086	\$55,616	\$62,406	\$59,601	\$62,811	\$64,695	\$66,636	\$68,636
BEN - Benefits	\$17,101	\$18,610	\$20,783	\$25,089	\$26,244	\$27,030	\$27,842	\$28,677
SUP - Supplies	\$2,042	\$788	\$7,500	\$5,000	\$5,000	\$5,150	\$5,305	\$5,464
CS - Contractual services	\$27,097	\$77,850	\$12,000	\$13,500	\$13,500	\$65,000	\$65,000	\$65,000
OTH - Other charges	\$239	\$463	\$171	\$171	\$171	\$176	\$181	\$187
LC - Loss control charges	\$1,183	\$702	\$1,280	\$1,438	\$1,536	\$1,582	\$1,630	\$1,678
DEPRC - Depreciation	\$63,623	\$57,836	\$0	\$0	\$0	\$0	\$0	\$0
Expenditure Totals	\$164,371	\$211,865	\$104,140	\$104,799	\$109,262	\$163,633	\$166,594	\$169,642
Change in Net Assets:	(\$3,639)	(\$45,849)	\$1,586,232	\$128,488	\$324,025	\$251,083	\$131,710	\$287,595
Net Assets - Beginning of Year	\$956,992	\$953,353	\$907,504	\$2,493,736	\$2,622,224	\$2,946,249	\$3,197,332	\$3,329,042
Net Assets - End of Year	\$953,353	\$907,504	\$2,493,736	\$2,622,224	\$2,946,249	\$3,197,332	\$3,329,042	\$3,616,637
Non-Expensed Cash Transactions								
CO - Capital outlay	\$0	\$0	\$1,750,000	\$142,000	\$375,000	\$315,000	\$212,000	\$242,000
<i>Expenditure Percentage change</i>	<i>-36.0%</i>	<i>28.9%</i>	<i>-50.8%</i>	<i>0.6%</i>	<i>4.3%</i>	<i>49.8%</i>	<i>1.8%</i>	<i>1.8%</i>

City of Brooklyn Park

2020-2021 Budget Summary - Recreation Enterprise Fund - Park Dome

	2017 Actual Amount	2018 Actual Amount	2019 Amended Budget	2020 City Manager Proposed	2021 City Manager Proposed	2022 Forecast	2023 Forecast	2024 Forecast
Fund 628 - Park Dome								
Revenue								
CHGS - Charges for services	\$0	\$0	\$0	\$305,180	\$305,180	\$305,180	\$305,180	\$305,180
Revenue Totals	\$0	\$0	\$0	\$305,180	\$305,180	\$305,180	\$305,180	\$305,180
Expenditures								
SAL - Salaries	\$0	\$0	\$0	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000
BEN - Benefits	\$0	\$0	\$0	\$17,000	\$17,000	\$17,000	\$17,000	\$17,000
SUP - Supplies	\$0	\$0	\$0	\$9,500	\$9,500	\$9,500	\$9,500	\$9,500
CS - Contractual services	\$0	\$0	\$0	\$56,500	\$56,500	\$56,500	\$56,500	\$56,500
UTIL - Utilities	\$0	\$0	\$0	\$52,500	\$52,500	\$52,500	\$52,500	\$52,500
DUES - Dues and subscriptions	\$0	\$0	\$0	\$100	\$100	\$100	\$100	\$100
Expenditure Totals	\$0	\$0	\$0	\$205,600	\$205,600	\$205,600	\$205,600	\$205,600
Change in Net Assets:	\$0	\$0	\$0	\$99,580	\$99,580	\$99,580	\$99,580	\$99,580
Net Assets - Beginning of Year	\$956,992	\$956,992	\$956,992	\$956,992	\$1,056,572	\$1,156,152	\$1,255,732	\$1,355,312
Net Assets - End of Year	\$956,992	\$956,992	\$956,992	\$1,056,572	\$1,156,152	\$1,255,732	\$1,355,312	\$1,454,892
Non-Expensed Cash Transactions								
CO - Capital outlay	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<i>Expenditure Percentage change</i>					0.0%	0.0%	0.0%	0.0%

City of Brooklyn Park

2020-2021 Budget Summary - Central Building Internal Service Fund

	2017 Actual Amount	2018 Actual Amount	2019 Amended Budget	2020 City Manager Proposed	2021 City Manager Proposed	2022 Forecast	2023 Forecast	2024 Forecast
Fund 702 - Central Building								
Revenue								
INVINC - Investment income	\$5,524	\$7,630	\$213	\$213	\$213	\$217	\$222	\$226
OR - Other revenue	\$174	\$6,760	\$0	\$0	\$0	\$0	\$0	\$0
CBC - Central building charges	\$2,091,233	\$2,162,530	\$2,560,972	\$2,106,796	\$2,182,059	\$2,273,900	\$2,361,366	\$2,403,946
TRF - Transfers in	\$0	\$130,000	\$0	\$0	\$0	\$0	\$0	\$0
Revenue Totals	\$2,096,931	\$2,306,920	\$2,561,185	\$2,107,009	\$2,182,272	\$2,274,117	\$2,361,588	\$2,404,172
Expenditures								
SAL - Salaries	\$773,569	\$830,942	\$798,641	\$592,083	\$613,781	\$625,750	\$640,992	\$658,174
BEN - Benefits	\$318,337	\$254,209	\$295,743	\$225,173	\$287,242	\$244,915	\$257,323	\$274,063
SUP - Supplies	\$173,506	\$176,407	\$177,445	\$119,220	\$124,212	\$128,664	\$132,524	\$136,111
CS - Contractual services	\$329,959	\$525,800	\$395,180	\$341,180	\$318,380	\$373,560	\$374,121	\$376,385
UTIL - Utilities	\$446,579	\$506,161	\$634,700	\$530,900	\$541,600	\$534,509	\$548,932	\$563,718
CONF - Conferences and schools	\$2,385	\$2,478	\$3,251	\$3,050	\$3,050	\$3,141	\$3,236	\$3,334
DUES - Dues and subscriptions	\$115	\$203	\$520	\$520	\$520	\$534	\$552	\$568
OTH - Other charges	\$613	\$553	\$1,445	\$1,045	\$1,045	\$1,077	\$1,108	\$1,142
GFC - General Fund Charges	\$18,295	\$19,033	\$20,392	\$20,008	\$22,945	\$22,431	\$24,674	\$27,141
CG - Central garage	\$33,990	\$38,093	\$38,161	\$22,643	\$23,433	\$24,246	\$25,081	\$25,941
ITC - Information technology charges	\$56,400	\$43,242	\$42,994	\$34,413	\$32,653	\$34,620	\$36,180	\$37,811
LC - Loss control charges	\$106,075	\$101,156	\$102,106	\$104,884	\$109,971	\$115,470	\$121,244	\$127,307
DEPRC - Depreciation	\$6,980	\$6,442	\$7,000	\$7,000	\$7,000	\$7,649	\$7,879	\$7,879
TRF - Transfers out	\$1,200	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Expenditure Totals	\$2,268,003	\$2,504,719	\$2,517,578	\$2,002,119	\$2,085,832	\$2,116,566	\$2,173,846	\$2,239,574
Change in Net Assets:	(\$171,072)	(\$197,799)	\$43,607	\$104,890	\$96,440	\$157,551	\$187,742	\$164,598
Net Assets - Beginning of Year	\$285,855	\$114,783	(\$83,016)	(\$39,409)	\$65,481	\$161,921	\$319,472	\$507,214
Net Assets - End of Year	\$114,783	(\$83,016)	(\$39,409)	\$65,481	\$161,921	\$319,472	\$507,214	\$671,812
Non-Expensed Cash Transactions								
CO - Capital outlay	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<i>Expenditure Percentage change</i>	<i>5.3%</i>	<i>10.4%</i>	<i>0.5%</i>	<i>-20.5%</i>	<i>4.2%</i>	<i>1.5%</i>	<i>2.7%</i>	<i>3.0%</i>

City of Brooklyn Park

2020-2021 Budget Summary - Central Garage Internal Service Fund

	2017 Actual Amount	2018 Actual Amount	2019 Amended Budget	2020 City Manager Proposed	2021 City Manager Proposed	2022 Forecast	2023 Forecast	2024 Forecast
Fund 704 - Central Garage								
Revenue								
INVINC - Investment income	\$27,960	\$64,513	\$12,671	\$12,671	\$12,671	\$13,447	\$13,716	\$13,716
OR - Other revenue	\$53,204	\$65,130	\$20,000	\$20,000	\$20,000	\$21,224	\$21,649	\$21,649
CGC - Central garage charges	\$3,374,937	\$3,446,345	\$3,454,976	\$3,570,791	\$3,594,934	\$3,821,464	\$3,950,455	\$4,082,011
TRF - Transfers in	\$482,186	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0
Revenue Totals	\$3,938,287	\$3,975,988	\$3,487,647	\$3,603,462	\$3,627,605	\$3,856,135	\$3,985,820	\$4,117,376
Expenditures								
SAL - Salaries	\$350,407	\$364,685	\$385,432	\$392,889	\$410,542	\$418,798	\$429,256	\$441,048
BEN - Benefits	\$150,688	\$123,754	\$127,506	\$127,048	\$131,952	\$137,203	\$143,587	\$151,886
SUP - Supplies	\$748,940	\$826,357	\$1,034,251	\$999,101	\$1,077,601	\$1,028,059	\$1,137,534	\$1,074,234
CS - Contractual services	\$133,424	\$214,222	\$174,200	\$214,000	\$214,000	\$218,515	\$218,530	\$218,546
COMM - Communications	\$518	\$34,655	\$1,000	\$1,000	\$1,000	\$1,030	\$1,061	\$1,093
UTIL - Utilities	\$4,003	\$4,153	\$4,000	\$4,000	\$4,000	\$4,120	\$4,244	\$4,371
CONF - Conferences and schools	\$2,550	\$2,530	\$1,788	\$1,501	\$1,501	\$1,546	\$1,592	\$1,640
DUES - Dues and subscriptions	\$1,700	\$1,706	\$1,800	\$1,800	\$1,800	\$1,854	\$1,909	\$1,967
OTH - Other charges	\$3,107	\$7,301	\$3,154	\$3,154	\$3,154	\$3,249	\$3,346	\$3,446
GFC - General Fund Charges	\$26,136	\$27,190	\$29,131	\$28,583	\$32,779	\$32,044	\$35,248	\$38,773
CB - Central buildings	\$36,794	\$37,898	\$45,150	\$50,143	\$55,136	\$60,129	\$65,122	\$67,076
ITC - Information technology charges	\$21,051	\$14,086	\$14,278	\$14,605	\$13,652	\$14,073	\$14,702	\$15,451
LC - Loss control charges	\$350	\$366	\$127	\$22	\$23	\$24	\$25	\$26
DEPRC - Depreciation	\$1,465,450	\$1,522,768	\$1,212,600	\$1,512,600	\$1,562,600	\$1,613,768	\$1,664,181	\$1,714,181
Loss - Loss on disposal of assets	\$16,706	\$5,295	\$0	\$0	\$0	\$0	\$0	\$0
Expenditure Totals	\$2,961,824	\$3,186,966	\$3,034,417	\$3,350,446	\$3,509,740	\$3,534,412	\$3,720,337	\$3,733,738
Change in Net Assets:	\$976,463	\$789,022	\$453,230	\$253,016	\$117,865	\$321,723	\$265,483	\$383,638
Net Assets - Beginning of Year	\$8,921,150	\$9,897,613	\$10,686,635	\$11,139,865	\$11,392,881	\$11,510,746	\$11,832,469	\$12,097,952
Net Assets - End of Year	\$9,897,613	\$10,686,635	\$11,139,865	\$11,392,881	\$11,510,746	\$11,832,469	\$12,097,952	\$12,481,590
Non-Expensed Cash Transactions								
CO - Capital outlay	\$22,374	(\$363,740)	\$2,145,500	\$1,588,500	\$2,240,500	\$3,076,250	\$1,481,400	\$1,946,046
<i>Expenditure Percentage change</i>	16.1%	7.6%	-4.8%	10.4%	4.8%	0.7%	5.3%	0.4%

City of Brooklyn Park

2020-2021 Budget Summary - Information & Technology Services Internal Service Fund

	2017 Actual Amount	2018 Actual Amount	2019 Amended Budget	2020 City Manager Proposed	2021 City Manager Proposed	2022 Forecast	2023 Forecast	2024 Forecast
Fund 710 - Information Technology								
Revenue								
SG - State grants	\$1,757	\$0	\$0	\$0	\$0	\$0	\$0	\$0
INVINC - Investment income	\$27,633	\$34,875	\$26,923	\$26,923	\$26,923	\$28,000	\$28,000	\$28,000
OR - Other revenue	\$1,805	\$4,808	\$0	\$0	\$0	\$0	\$0	\$0
ITC - Information technology charges	\$2,623,218	\$2,590,976	\$2,631,605	\$2,793,918	\$2,921,290	\$3,052,543	\$3,189,851	\$3,333,724
TRF - Transfers in	\$11,461	\$176,305	\$0	\$0	\$0	\$0	\$0	\$0
Revenue Totals	\$2,665,874	\$2,806,964	\$2,658,528	\$2,820,841	\$2,948,213	\$3,080,543	\$3,217,851	\$3,361,724
Expenditures								
SAL - Salaries	\$697,526	\$735,045	\$744,006	\$852,525	\$887,904	\$905,371	\$927,446	\$952,337
BEN - Benefits	\$220,739	\$191,361	\$198,277	\$248,200	\$261,954	\$274,904	\$288,240	\$306,558
SUP - Supplies	\$438,511	\$410,038	\$383,150	\$308,975	\$588,450	\$718,320	\$410,844	\$286,271
CS - Contractual services	\$1,225,282	\$874,395	\$1,144,110	\$1,221,335	\$1,287,930	\$1,326,568	\$1,366,364	\$1,407,357
COMM - Communications	\$203,844	\$215,618	\$266,958	\$163,430	\$163,430	\$168,333	\$173,383	\$178,584
CONF - Conferences and schools	\$11,551	\$20,547	\$22,323	\$32,100	\$32,100	\$33,063	\$34,055	\$35,076
DUES - Dues and subscriptions	\$74	\$1,350	\$500	\$500	\$500	\$515	\$530	\$546
OTH - Other charges	\$1,247	\$755	\$0	\$0	\$0	\$0	\$0	\$0
CB - Central buildings	\$59,185	\$60,961	\$72,625	\$73,343	\$75,228	\$77,113	\$78,998	\$79,213
DEPRC - Depreciation	\$409,998	\$412,832	\$510,000	\$425,000	\$425,000	\$435,000	\$445,000	\$455,000
Expenditure Totals	\$3,267,957	\$2,922,902	\$3,341,949	\$3,325,408	\$3,722,496	\$3,939,187	\$3,724,860	\$3,700,942
Change in Net Assets:	(\$602,083)	(\$115,938)	(\$683,421)	(\$504,567)	(\$774,283)	(\$858,644)	(\$507,009)	(\$339,218)
Net Assets - Beginning of Year	\$3,907,467	\$3,305,384	\$3,189,446	\$2,506,025	\$2,001,458	\$1,227,175	\$368,531	(\$138,478)
Net Assets - End of Year	\$3,305,384	\$3,189,446	\$2,506,025	\$2,001,458	\$1,227,175	\$368,531	(\$138,478)	(\$477,696)
Non-Expensed Cash Transactions								
CO - Capital outlay	(\$90,000)	\$0	\$140,000	\$120,000	\$115,000	\$195,000	\$190,000	\$180,000
Expenditure Percentage change	22.8%	-10.6%	14.3%	-0.5%	11.9%	5.8%	-5.4%	-0.6%

City of Brooklyn Park

2020-2021 Budget Summary - Loss Control Internal Service Fund

	2017 Actual Amount	2018 Actual Amount	2019 Amended Budget	2020 City Manager Proposed	2021 City Manager Proposed	2022 Forecast	2023 Forecast	2024 Forecast
Fund 720 - Loss Control								
Revenue								
INVINC - Investment income	\$13,068	\$8,470	\$11,853	\$11,853	\$11,853	\$12,579	\$12,830	\$12,830
OR - Other revenue	\$218,211	\$294,180	\$288,200	\$288,200	\$288,200	\$245,000	\$245,000	\$245,000
INSCHG - Insurance charges	\$1,836,858	\$2,398,077	\$2,381,354	\$2,531,338	\$2,590,101	\$2,671,965	\$2,758,608	\$2,841,277
Revenue Totals	\$2,068,137	\$2,700,727	\$2,681,407	\$2,831,391	\$2,890,154	\$2,929,544	\$3,016,438	\$3,099,107
Expenditures								
SAL - Salaries	\$173,358	\$176,850	\$167,950	\$194,103	\$207,562	\$211,758	\$217,040	\$222,995
BEN - Benefits	\$58,261	\$49,292	\$48,717	\$57,651	\$60,707	\$64,308	\$67,417	\$71,695
SUP - Supplies	\$12,714	\$12,168	\$31,900	\$31,900	\$31,900	\$35,407	\$35,720	\$35,940
PS - Professional services	\$12,013	\$9,799	\$10,000	\$10,000	\$10,000	\$10,300	\$10,609	\$10,927
CS - Contractual services	\$64,317	\$31,385	\$43,545	\$61,545	\$61,545	\$78,000	\$78,000	\$78,000
COMM - Communications	\$13	\$9	\$100	\$100	\$100	\$103	\$106	\$109
INS - Insurance	\$2,311,518	\$2,708,429	\$2,248,192	\$2,302,482	\$2,632,559	\$2,820,587	\$2,941,367	\$3,068,185
CONF - Conferences and schools	\$5,326	\$2,088	\$4,100	\$4,100	\$4,100	\$4,223	\$4,349	\$4,480
DUES - Dues and subscriptions	\$5,164	\$1,468	\$600	\$600	\$600	\$618	\$637	\$656
OTH - Other charges	\$1,744	\$1,277	\$500	\$500	\$500	\$515	\$530	\$546
CB - Central buildings	\$9,441	\$9,724	\$11,585	\$2,844	\$2,917	\$2,990	\$3,063	\$3,071
ITC - Information technology charges	\$7,692	\$5,126	\$5,803	\$7,680	\$8,217	\$8,404	\$8,786	\$9,133
TRF - Transfers out	\$0	\$0	\$0	\$23,000	\$0	\$0	\$0	\$0
Expenditure Totals	\$2,661,561	\$3,007,615	\$2,572,992	\$2,696,505	\$3,020,707	\$3,237,213	\$3,367,624	\$3,505,737
Change in Net Assets:	(\$593,424)	(\$306,888)	\$108,415	\$134,886	(\$130,553)	(\$307,669)	(\$351,186)	(\$406,630)
Net Assets - Beginning of Year	\$1,473,048	\$879,624	\$572,736	\$681,151	\$816,037	\$685,484	\$377,815	\$26,629
Net Assets - End of Year	\$879,624	\$572,736	\$681,151	\$816,037	\$685,484	\$377,815	\$26,629	(\$380,001)
Non-Expensed Cash Transactions								
CO - Capital outlay	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<i>Expenditure Percentage change</i>	<i>12.9%</i>	<i>13.0%</i>	<i>-14.5%</i>	<i>4.8%</i>	<i>12.0%</i>	<i>7.2%</i>	<i>4.0%</i>	<i>4.1%</i>

City of Brooklyn Park, MN

Street Improvement Plan

2020 thru 2024

PROJECTS BY CATEGORY

Category	Project #	Priority	2020	2021	2022	2023	2024	Total
A - Rehabilitation								
Street Resurfacing Program	4001	1	2,900,000	2,900,000	2,900,000	2,900,000	2,900,000	14,500,000
MSA Street Rehabilitations	4002	1	1,530,000	1,700,000	2,875,000	1,700,000	2,000,000	9,805,000
Street Scape Rehabilitation	4053	3	160,000	20,000		20,000		200,000
A - Rehabilitation Total			4,590,000	4,620,000	5,775,000	4,620,000	4,900,000	24,505,000
B - Replacement								
Local Street Reconstruction Program	4003	1	5,194,000	2,200,000	2,860,000	3,135,000	2,740,000	16,129,000
109th Ave. Reconstruction (MSA)	4014	3					9,372,000	9,372,000
CSAH 103 (West Broadway) Reconstruction	4031	1		4,582,000	6,405,000	750,000		11,737,000
B - Replacement Total			5,194,000	6,782,000	9,265,000	3,885,000	12,112,000	37,238,000
C - Enhancement								
63rd Avenue Trail: W. Broadway to Mendelssohn Ave	4044	3	550,000		660,000			1,210,000
C - Enhancement Total			550,000		660,000			1,210,000
D - New Facility								
Traffic Signals: Additions	4005	2	450,000	50,000	450,000	50,000	450,000	1,450,000
Xylon Ave. Construction (MSA)	4012	3	1,377,000	2,250,000				3,627,000
101st Ave./Oak Grove Parkway (MSA)	4017	3		7,510,000	7,510,000			15,020,000
94th Avenue Construction (MSA)	4018	3		1,940,400				1,940,400
CSAH 30 (93rd Ave.) Recon Xylon/W.Broadway	4029	2			4,345,000	2,633,000		6,978,000
CSAH 81 Roadway Reconstruction	4032	2	2,378,700	264,300				2,643,000
TH 169/101st Avenue Interchange	4042	2	16,000,000	7,400,000				23,400,000
Trunk Highway 252 Freeway Conversion	4050	1	329,000			5,000,000	5,000,000	10,329,000
D - New Facility Total			20,534,700	19,414,700	12,305,000	7,683,000	5,450,000	65,387,400
E - Provisional								
Sidewalks: Fill In Additions	4007	3	206,000	134,000	155,000	247,000		742,000
Blue Line Light Rail Transit (BLRT)	4033	3		6,277,000	7,582,000	6,277,000		20,136,000
E - Provisional Total			206,000	6,411,000	7,737,000	6,524,000		20,878,000
GRAND TOTAL			31,074,700	37,227,700	35,742,000	22,712,000	22,462,000	149,218,400

City of Brooklyn Park, MN

Capital Improvement Plan

2020 thru 2024

PROJECTS BY CATEGORY AND DEPARTMENT

Department		2020	2021	2022	2023	2024	Total
Category							
General Public Buildings							
<u>A - Rehabilitation</u>							
City Hall: Rehabilitation/Renovation	1001	4,100,000		150,000	100,000		4,350,000
O&M Rehabilitation	1002		160,000				160,000
Police Facilities - Rehabilitation	1005	30,000	150,000	30,000	25,000		235,000
Fire Stations: Rehabilitation	1010	140,000	100,000	100,000	100,000	100,000	540,000
	Sub-Total	4,270,000	410,000	280,000	225,000	100,000	5,285,000
<u>D - New Facility</u>							
Signs and Wayfinding	1030	75,000					75,000
	Sub-Total	75,000					75,000
	Department Total:	4,345,000	410,000	280,000	225,000	100,000	5,360,000
Parks & Recreation Facilities							
<u>A - Rehabilitation</u>							
Park Buildings/Shelters and Amenities	2002	163,000	30,000	30,000	30,000	30,000	283,000
Parks Irrigation System Rehab.	2007		160,000	190,000	300,000	175,000	825,000
Central Park Improvements	2010	125,000		35,000			160,000
Eidem Homestead Improvements	2025	50,000	200,000	1,400,000	250,000		1,900,000
Golf Courses: Brookland Golf Park Rehabilitation	2032	60,000	20,000			10,000	90,000
Golf Courses: Edinburgh USA Course Rehab	2033	50,000	300,000	155,000	150,000	300,000	955,000
Edinburgh USA Clubhouse Reinvestment	2035	142,000	375,000	315,000	212,000	242,000	1,286,000
CAC: General Rehabilitation/Remodeling	2040	150,000	30,000	250,000	25,000	30,000	485,000
Zanewood Recreation Center	2048	25,000	25,000	50,000	500,000		600,000
Emerald Ash Borer	2060	175,000	175,000	175,000	175,000	175,000	875,000
Natural Resource Management	2061	168,000	150,000	150,000	150,000	25,000	643,000
Park Bond: Park Reinvestment	2072	5,200,000	1,000,000		300,000	3,000,000	9,500,000
	Sub-Total	6,308,000	2,465,000	2,750,000	2,092,000	3,987,000	17,602,000
<u>B - Replacement</u>							
Parks: Playground/Skate Park Equip. Replacement	2001	140,000	130,000	225,000	210,000	130,000	835,000
Parks: Parking Lot Replace/Construct	2003	20,000	120,000	80,000			220,000
Tennis, Pickleball & Basketball Court Replace/Rehab	2004	100,000	75,000	100,000	75,000	100,000	450,000
Trail & Ped Bridge Replacement/Rehabilitation	2005	175,000	150,000	150,000	150,000	150,000	775,000
	Sub-Total	435,000	475,000	555,000	435,000	380,000	2,280,000
<u>C - Enhancement</u>							
Northwoods Park Improvements	2009	30,000				425,000	455,000
River Park Improvements	2011	3,201,000	248,000				3,449,000

Department		2020	2021	2022	2023	2024	Total
Category							
Zane Sports Park Improvements	2016					425,000	425,000
Env. Nature Area/Mississippi Gateway Master Plan	2027	800,000			3,410,000		4,210,000
Park Bond: Trails/Wayfinding/Lighting	2071	600,000	900,000	150,000	800,000	650,000	3,100,000
Park Bond: CAC Improvements & Senior Facilities	2073		400,000	2,800,000	800,000		4,000,000
Park Bond: Field and Court Improvements	2074	1,300,000	300,000				1,600,000
Sub-Total		5,931,000	1,848,000	2,950,000	5,010,000	1,500,000	17,239,000
<u>D - New Facility</u>							
Land/Facilities Acquisition	2062	110,000					110,000
Park Bond: Additional Recreation / Teen Center	2075		200,000	1,400,000	400,000		2,000,000
Sub-Total		110,000	200,000	1,400,000	400,000		2,110,000
<u>E - Provisional</u>							
Community Aquatics Facility	2077			3,150,000	25,200,000	3,150,000	31,500,000
Central Park Redevelopment	2078				1,000,000	200,000	1,200,000
Community Gymnasium	2081				350,000	3,650,000	4,000,000
Sub-Total				3,150,000	26,550,000	7,000,000	36,700,000
Department Total:		12,784,000	4,988,000	10,805,000	34,487,000	12,867,000	75,931,000

Public Utilities Facilities

A - Rehabilitation

Water & Sanitary Sewer: Rehabilitation	3001	50,000	775,000	800,000	500,000	300,000	2,425,000
WTP: Rehab. of Wellhouse Bldgs. & Apparatus	3002	50,000	800,000	800,000			1,650,000
WTP: Major Maintenance Improvements	3004	550,000	160,000	275,000	210,000	50,000	1,245,000
Major Maintenance of Water Reservoirs	3010	700,000	1,500,000		750,000		2,950,000
Lift Station Rehabilitation	3401			140,000	140,000		280,000
Utility Replacement - Mississippi/Riverview Lanes	3404	250,000			40,000		290,000
Storm Water Pond: Jefferson Highway/93rd Ave N	3712	125,000					125,000
Sub-Total		1,725,000	3,235,000	2,015,000	1,640,000	350,000	8,965,000

B - Replacement

Storm Sewer Replacement	3708	840,000	200,000				1,040,000
Sub-Total		840,000	200,000				1,040,000

C - Enhancement

Street Lights: Additions/Rehabilitation	3801	120,000	120,000	120,000	120,000	120,000	600,000
Sub-Total		120,000	120,000	120,000	120,000	120,000	600,000

D - New Facility

Trunk Water Main Extensions	3005	100,000	250,000	250,000	600,000		1,200,000
Water: New Water Supply Wells	3006	340,000	100,000		60,000	700,000	1,200,000
Water: New WTP Transmission Watermain(s)	3007		50,000		75,000	1,325,000	1,450,000
Water: New 2MG Elevated Reservoir	3011	500,000			500,000		1,000,000
Sub-Total		940,000	400,000	250,000	1,235,000	2,025,000	4,850,000
Department Total:		3,625,000	3,955,000	2,385,000	2,995,000	2,495,000	15,455,000

Transportation Facilities

Department

Category		2020	2021	2022	2023	2024	Total
<u>A - Rehabilitation</u>							
Street Resurfacing Program	4001	2,900,000	2,900,000	2,900,000	2,900,000	2,900,000	14,500,000
MSA Street Rehabilitations	4002	1,530,000	1,700,000	2,875,000	1,700,000	2,000,000	9,805,000
Street Scape Rehabilitation	4053	160,000	20,000		20,000		200,000
Sub-Total		4,590,000	4,620,000	5,775,000	4,620,000	4,900,000	24,505,000
<u>B - Replacement</u>							
Local Street Reconstruction Program	4003	5,194,000	2,200,000	2,860,000	3,135,000	2,740,000	16,129,000
109th Ave. Reconstruction (MSA)	4014					9,372,000	9,372,000
CSAH 103 (West Broadway) Reconstruction	4031		4,582,000	6,405,000	750,000		11,737,000
Sub-Total		5,194,000	6,782,000	9,265,000	3,885,000	12,112,000	37,238,000
<u>C - Enhancement</u>							
63rd Avenue Trail: W. Broadway to Mendelssohn Ave	4044	550,000		660,000			1,210,000
Sub-Total		550,000		660,000			1,210,000
<u>D - New Facility</u>							
Traffic Signals: Additions	4005	450,000	50,000	450,000	50,000	450,000	1,450,000
Xylon Ave. Construction (MSA)	4012	1,377,000	2,250,000				3,627,000
101st Ave./Oak Grove Parkway (MSA)	4017		7,510,000	7,510,000			15,020,000
94th Avenue Construction (MSA)	4018		1,940,400				1,940,400
CSAH 30 (93rd Ave.) Recon Xylon/W.Broadway	4029			4,345,000	2,633,000		6,978,000
CSAH 81 Roadway Reconstruction	4032	2,378,700	264,300				2,643,000
TH 169/101st Avenue Interchange	4042	16,000,000	7,400,000				23,400,000
Trunk Highway 252 Freeway Conversion	4050	329,000			5,000,000	5,000,000	10,329,000
Sub-Total		20,534,700	19,414,700	12,305,000	7,683,000	5,450,000	65,387,400
<u>E - Provisional</u>							
Sidewalks: Fill In Additions	4007	206,000	134,000	155,000	247,000		742,000
Blue Line Light Rail Transit (BLRT)	4033		6,277,000	7,582,000	6,277,000		20,136,000
Sub-Total		206,000	6,411,000	7,737,000	6,524,000		20,878,000
Department Total:		31,074,700	37,227,700	35,742,000	22,712,000	22,462,000	149,218,400
GRAND TOTAL		51,828,700	46,580,700	49,212,000	60,419,000	37,924,000	245,964,400

City of Brooklyn Park Request for Council Action

Agenda Item:	7.3	Meeting Date:	December 9, 2019
Agenda Section:	General Action Items	Originating Department:	Finance
Resolution:	X	Prepared By:	Coty Hemann, Senior Accountant
Ordinance:	N/A		
Attachments:	3	Presented By:	Jeanette Boit-Kania
Item:	Accept the Changes to the Purchasing Manual/Policy		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2019-_____ TO ACCEPT THE CHANGES TO THE PURCHASING MANUAL/POLICY.

Overview:

The City's Purchasing Policy defines the process by which the City purchases goods and services. Many of the updated policies were adopted in October 2004.

Effective August 1, 2018 the League of Minnesota Cities made changes to the Uniform Municipal Law Contracting Law range to increase the competitive bidding threshold. The change was supported by the League of Minnesota Cities, the Association of Minnesota Counties, the Minnesota Association of Townships, and the Minnesota School of Boards Association. Construction costs have greatly increased in the recent years and current law has not kept up with these increases. This policy increases the threshold to match the state statues.

Additionally, the manual addresses information around the Travel Policy, Purchasing guidelines, Minority Business Development, Contract bidding, Capital Purchases, Disposal of Equipment, Donations, and Mileage Reimbursement. The policies have been incorporated into a single source document for ease of reference and updating.

The changes in the policies allows the City to properly align with the change in State statues and best practices.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments:

- 7.3A RESOLUTION
- 7.3B UPDATED BROOKLYN PARK PURCHASING MANUAL
- 7.3C CHANGE DOCUMENT

RESOLUTION #2019-

RESOLUTION TO ACCEPT CHANGES
TO THE PURCHASING MANUAL/POLICY

WHEREAS, the Purchasing Manual is reviewed periodically by the City Council; and

WHEREAS, the City Council elects to adopt and implement the updated Purchasing Manual.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park that the January 2020 Purchasing Manual be accepted.



Table of Contents

Purchasing Policy	7
Purpose	7
Policy	7
Responsibility	7
Ethics/ Gifts & Gratuities	7
Conflicts of Interest	8
Compliance	8
Procedures	8
Public Purpose Expenditures Policy	9
Purpose	9
Responsibility	9
Policy	9
Documentation	12
Special Requests	12
Periodic Review	12
Budget Controls	13
Unbudgeted Expenditures	13
Purchasing Guidelines & Information	14
General Guidelines	14
Minority (People of Color) & Women-Owned Business Development	14
Purchasing Payment Procedures	16
Governing/ Purchasing Authority	17
Approvals	17
1099 Information	17
Petty Cash Vouchers	17
Internal Payments	18
Sales Tax	18

Professional Service & Consultant Contracts	19
Purpose	19
Policy	19
Procedures	19
Statement of Work:	20
Request for Proposal (RFP)	21
Non-applicability	21
Purchasing Thresholds	22
Alternative to Publishing of Bids and Requests for Proposals (RFPs)	23
Exceptions to Competitive Bidding	23
Construction and Other Contracts	24
Original Contract	24
Contract amendments	24
Contract on Open Market	24
Contracts requiring quotes	24
Contracts requiring Bids	25
Sole Source Purchases	25
Emergency Management	26
Withholding Certificates (IC134)	26
Contract Change Orders	26
Retainage	27
Prompt Payment to Subcontractors	27
Performance and Payment Bonds (Contractor’s Bond)	27
Provisions Included in all Contracts (Procurement Standards)	27
Quick Reference Chart - Procurement Methods	30
Purchasing Thresholds	31
Solicitation	32
Policy	32
Notice of Solicitation of Bids	32
Government Purchasing Organizations	32
Federal purchases	34
Evaluation of Proposals	34

General	34
Selection Team	34
Awarding Contracts	35
“Best Value” Procurement Alternative.....	35
Capital Purchases	36
Fixed Asset (Capital Outlay)	36
Real Estate/ Land	36
Purchase of city vehicles	36
Leases and Lease Purchases	36
Purchase or Lease of Used Public Safety Equipment	36
Disposal of Equipment	37
Introduction	37
Definitions	37
Disposition of City Assets	37
Procedures	37
Permitted Methods of Disposition	38
Sale at City Auction	39
Vehicle Auction	39
Electronic Bidding	40
Trade-ins	40
Government to Government Sales	40
Approval Authority	42
Donation Policy	43
Scope	43
Procedure	43
Authority	43
Prioritization of donations	43
Travel Policy	44
Mileage Reimbursement Policy	52

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Purchasing Policy

Purpose

All disbursements of the City are to be carried out by the City Manager with proper approval of the City Council in adherence to the City Charter and Minnesota State Statutes. Minnesota Statutes [§471.345](#) sets forth the law regulating the sale or purchase of supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property in Minnesota cities and the City of Brooklyn Park.

The City of Brooklyn Park has established this policy to maximize the purchasing power and value of public funds and ensure the purchasing process is conducted in an ethical, fair, and open manner. The guidelines in this Purchasing Manual are to promote consistency, efficiency, effectiveness, equity, and fairness in public purchasing.

Disbursements of public funds are required to be for a “public purpose” under the Minnesota Constitution, which generally mean that the activity will benefit the community, and/or the activity is directly related to functions of government, and/or the activity does not have as its primary objective the benefit of a private interest. Additionally, this policy is to meet a public purpose, to establish internal controls, to maintain the appropriate documentation, to ensure the best value for the public money, and to assign purchasing responsibility and authority to the level consistent with good business practice and sound financial management policy to the extent possible.

Policy

To ensure that the goods and services required by the City are obtained using established procedures that comply with all legal requirements for public purpose expenditures while promoting fair and open competition to ensure public confidence in the procurement process, ensure fair and equitable treatment of vendors who transact business with the City, and provide safeguards for the maintenance of a procurement system of quality and integrity.

Responsibility

The City Manager is the chief purchasing agent for the City. Responsibility for administering established Purchasing Policies and Procedures has been delegated to the Finance Department. Department heads are responsible for monitoring the purchasing that occurs within their departments. The city follows a decentralized purchasing process.

Ethics/ Gifts & Gratuities

It is the policy of the City that all purchases be conducted in a manner that:

- a. Fosters public confidence in the integrity of the City's procurement system
- b. Provides open and free competition among prospective suppliers of professional and technical services.
- c. All employees and agents of the City shall comply with the ethical standards set forth in Minnesota Statutes [§471.895](#) which prohibits receiving of gifts except where these are included as a part of the cost of a product, good, or service provided, such as a meal during the course of a conference.

Conflicts of Interest

Minnesota State Statutes [§471.87](#) and [§471.88](#) prohibit the purchase of goods and services wherever a conflict of interest may exist. City of Brooklyn Park Personnel Rules require employees to disclose to their immediate supervisor any personal financial interest in the selling or buying of goods or services for the City of Brooklyn Park. No purchase orders, contracts or service agreements shall be given to an employee of the City or to a partnership or corporation of which an employee is a major stockholder or principal. No employee shall enter into the relationship with a vendor where the employee's actions are, or could reasonably be viewed as, not in the best interests of the City. If any employee becomes involved in a possible conflict situation, the employee shall disclose the nature of the possible conflict to his or her supervisor and to the City Manager. The City Manager shall promptly notify the individual in writing of an approval or disapproval of the activity. If disapproved, the employee shall remove himself or herself from the conflict situation. Disciplinary actions will be applied for violations of such standards by officers, employees, or agents of Brooklyn Park.

Compliance

No agent or employee shall have the authority to bind the City to any contract or procurement except as provided by the City Charter (Section 7.07). Any procurement transaction made on behalf of the City which is not in compliance with established policies and procedures shall be deemed unauthorized. Any person making an unauthorized purchase may be liable for payment, restitution and/or further disciplinary action. Any obligation incurred by any City employee for any purpose not authorized in the budget or for any amount in excess of the amount authorized is considered a personal obligation of the person incurring the expenditure.

Procedures

Specific procurement requirements are addressed in the Purchasing Procedures and guidelines

Public Purpose Expenditures Policy

Purpose

The City Council (Council) recognizes that public funds may only be spent if the expenditure meets a public purpose and the expenditure relates to the governmental purpose for which the City of Brooklyn Park (City) was created.

The meaning of “public purpose” is constantly evolving. The Minnesota Supreme Court has followed a broad approach and has generally concluded that “public purpose” means an activity that meets ALL the following standards:

- The activity will primarily benefit the community as a body.
- The activity is directly related to functions of government.
- The activity does not have as its primary objective the benefit of a private interest whether profit or not-for-profit.

This policy is intended to provide guidelines regarding which expenditures are for public purposes and authorized in accordance with the City’s annual budget process, and which expenditures are not considered to fall within the public purpose definition and are therefore not allowed. There is a public benefit in ensuring high employee productivity and morale, recruitment and retention of personnel.

Responsibility

The City Manager is the responsible authority overseeing all City expenditures and as such is the chief purchasing agent for the City. Responsibility for administering this Public Purpose Expenditure Policy has been delegated to the Finance Department. Further, all officers and employees authorized by their Department to make purchases for the benefit of their respective departments are responsible for complying with this policy and corresponding procedures.

Policy

Policy Expenditures of public funds must comply with the public purpose standards defined above. When reviewing an expenditure to verify the standards have been met, the City Manager, or his/her designee, should consider the time of day the event is held, the business purpose of the event, whether the event was intended to attract non-City employees, the frequency of the event, and the reasonableness of the cost. The following guidelines address specific examples of public expenditures, but examples are not meant to be all-inclusive.

The Minnesota Supreme Court further clarified that activities that promote the following objectives for the benefit of all the city’s residents further a public purpose:

- Public health
- Safety
- General welfare
- Security
- Prosperity
- Contentment

These procedures are governed by City Charter, the City Council, and State Statute. See appendix for exact references.

1. Permitted Expenditures for Meals, Refreshments:

Use of City funds in reasonable amounts for meals and/or refreshments for elected and appointed city officials and employees are permitted in the following circumstances, with Department Head approval:

- a. City-sponsored events of a community-wide interest where staff are required to be present (e.g., National Night Out, Citizens Police Academy).
- b. City council, boards and commissions meetings held during or adjacent to a meal hour
- c. Meetings related to City business at which the attendees include non-city representatives
- d. Professional association meetings, conferences and training when meals are included as part of the registration or program fee, or in accordance with the travel policy
- e. Departmental staff or training meetings (e.g. annual department level picnic)
- f. Annual employee recognition and appreciation events (e.g., service awards, food and beverage, employee recognition event, employee clean up breakfast)
- g. Annual recognition events for volunteer and non-employees
- h. City-sponsored training or work-related meetings where employees are required to participate or be available during break periods
- i. Multi-departmental meetings scheduled during or adjacent to a meal hour when no other meeting time is available
- j. Work activities requiring continuous service when it is not possible to break for meals (e.g., election days, Christmas meal, Thanksgiving meal, water main breaks, emergency snow removal, time sensitive public safety responses)
- k. Healthy snacks and incentives of moderate value provided to attendees of safety, health, and wellness programs for City employees
- l. Events recognizing completion of a significant work-related project (City Manager approval required)
- m. Events, meetings, programming, and incentives of moderate value that are supportive of the City's strategic priorities of inclusion and equity (e.g., food for attendees of training programs; attendance at events intended to increase, broaden, and engage the participation of ethnically and racially diverse communities in city matters)

2. Other Permitted Expenditures

- a. Retirement and annual service awards recognition (subject to Human Resources guidelines).

Recognition Gift:

Approved up to \$25 per employee, unless part of a Council-approved employee compensation program

Recognition gift purchases over \$25 but less than \$100 per employee, such as caps, pins, rings, watches, statues, plaques, medals, awards, ribbons, and certificates will be approved by the City Manager or his/her designee for retirement and extraordinary individual or item contributions.

Employee Recognition Awards:

Years of service awards for regular full and part-time employees of \$10.00 per year of service are recognized at 5-year intervals and will be awarded at the Annual Recognition Event.

Retirement Refreshments in recognition of those retiring with over 10 years of service. This amount will not to exceed \$50.00.

The Council will allow for the annual appropriation of funds within the Administration Department's budget to pay for such expenditures.

- b. Clothing and Other Sundry Items -Employees may receive clothing and other sundry items of nominal value when these items are made available to the general public or if these items are determined by the City Manager to be important to the successful involvement of employees in promoting our operational values, and special city-sponsored or city supported events (i.e. National Night Out, etc.). Employees may be supplied with clothing, boots and other gear necessary for the performance of their job
- c. Staff time and equipment use for city sponsored employee events as approved by City Council and/or City Manager as allowed by state statute and/or city charter/code (e.g. set-up for annual employee lunch)
- d. City expenditures for non-profit organizations allowed by state statute
- e. Refreshments and food for Emergency Response Staff
 - Emergency personnel are often called to perform duties for extended periods of time where refreshments are important to duty performance. Firefighters, police officers, other emergency response personnel, or other staff necessary to maintain continuity of service may be provided refreshments or food when it is deemed appropriate by the City Manager or Department Director to assure the delivery of quality emergency response service
- f. Employee Wellness Program Public funds may be expended to establish, implement, and operate a preventive health and wellness program for city employees. The nature and scope of the programs to include but not limited to: preventive health screening and assessments, health and wellness education and programming (i.e. nutrition, cardiovascular fitness, flexibility and core strengthening, stress management, tobacco cessation, etc.) and program incentives to include but not limited to cash incentives as approved by the City Council. To encourage wellness activities, the cardio fitness room, weight training room, and racquetball courts (during non-prime times) at the Community Activity Center will be available to employees during their non-work hours at no charge. Registration, proper training and signed waiver form are required before use of these facilities. Only employees participating in the wellness program are eligible for this incentive

3. Prohibited Expenditures

Use of City funds for meals and/or refreshments for elected and appointed City officials and employees are prohibited:

- a. Food and refreshments for routine work meetings
- b. Alcoholic beverages
- c. Employee functions or celebrations that are solely social in nature (e.g., birthdays, holiday luncheon)
- d. Fundraisers for non-City related events
- e. Participation in optional activities unless included as part of an overall conference registration fee (e.g. optional golf rounds, sporting events, concerts)
- f. Employee-sponsored fundraising events (e.g., charitable giving campaign)
- g. For funeral flower arrangements upon death of an employee, elected official, or one of their immediate family members. (Sunshine club administered separately covers this expense see appendix)
- h. Employee coffee and supplies, coffee services

Community Outreach

Community Events and other events that involve or invite participation by the general public: Representative staff members/Council members may participate in events that directly benefit the marketing of the City. These events and any City expenditures for them require prior specific approval by the City Council and also include City expenditures for participation fees, donated gifts, door prizes, etc.

Documentation

All expenses allowed above must be fully documented. The expected documentation will include date and time of the event, business reason for the event (agenda from a meeting is sufficient), staff and non-city representatives in attendance, and a receipt for the actual purchase. Supervisor approval and written documentation is required for use of City assets.

Any expenditure for meals or refreshments that exceeds \$250 for one event must have prior, written authorization by the Department Head, before the purchase is made. Any expenditure for meals or refreshments that exceeds \$500 for one event must have prior, written authorization by the City Manager, before the purchase is made. Failure to obtain the necessary authorization may result in denial of the claim.

Special Requests

From time to time, there may be an event that is a proper public expenditure, but that is not contemplated by the policy above. Departments may submit to the City Manager, or the City Manager's designee, a request for such a public expenditure in writing. This request must show how the expenditure is related to a public purpose as stated in the Purpose section above. Only expenditures that meet all of the findings in the Purpose section above may be approved.

Periodic Review

This Public Purpose Policy shall be reviewed at least once every year by the City Council.

Budget Controls

It is the responsibility of the department head to adhere to the department budget. Finance will provide an itemized, Council approved, budget for the departments to use for coding expenditures. Expenditures will be coded to the correct account number based on the type of expenditure, not on the amount of budget remaining. Failure to do this skews your actual expenses and provides inaccurate historical data for future budgeting data. Each division must be within their total overall budget at the end of the year. It is the responsibility of each department head to anticipate any significant budget overages and supply information for Council presentation to transfer additional funds to their budget from the contingency account.

Unbudgeted Expenditures

1) General Requirements:

It is the responsibility of the department head to ensure their department stays within the total budgeted dollars. There are instances where emergencies arise or where procurements are desired outside the anticipated budget but within the overall budgeted dollars of a department.

2) Emergency Purchases

Occasions may arise due to emergencies where the normal bidding or RFP process cannot be followed. In those cases where the purchase exceeds \$50,000, Council approval must be obtained prior to payment. An emergency must be a situation arising suddenly and unexpectedly that requires speedy action essential to health, safety and welfare of the community, and not just an inconvenience. An emergency exists when a breakdown in machinery and/or a threatened termination of essential services or a dangerous condition develops, or when any unforeseen circumstances arise causing curtailment of an essential service.

- Ex) Infrastructure repair (Water Main breaks, emergency Bridge work)
- Emergency building repairs (Leaking roof, ect)
- Information Technology systems breaches
- Critical operational equipment (Such as a Generator in emergency)

Purchasing Guidelines & Information

Under City Charter and Ordinance, it has been determined purchasing will follow the Uniform Municipal Contracting Law, Minnesota Statutes Chapter [471.345](#). This allows the City Manager the authority to incorporate changes to our purchasing limitations in accordance with MN Statutes. City Manager may develop a process which may be more restrictive than State Law but may not be less restrictive. A "contract" (general purchasing) means an agreement entered into by a municipality for the sale or purchase of supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property.

Capital item purchases that have been authorized by the City Council through either the budget process or the Capital Improvement/ Capital Equipment Plan approval may be made using these guidelines. If an item has not been specifically approved during these annual processes, then they must be taken back for explicit approval.

General Guidelines

These general guidelines will be adhered to as closely as possible by all departments in the procurement of goods and services. Based on the nature of the purchase, individual departments may wish to use more stringent requirements to further protect the public goods.

- **Local Buying:** It is the desire of the City to purchase from Brooklyn Park vendors and Minnesota vendors when cost effective. This can be accomplished by insuring that local and state vendors who have goods or services available are included in the competitive shopping process that will precede most purchases.
- **Paper Procurement Policy:** Council adopted a Paper Procurement Policy in 1990 and committed to purchasing recycled and recyclable products whenever possible and feasible. (See Resolution 1990- 124)
- **Planning:** Planning for purchases will be done on both a short-term and long-term basis.
 - Small orders and last-minute purchases will be minimized thereby increasing the capability of each department to purchase its goods and services in larger quantities in order to obtain the maximum discounts possible. Planning will also cut down on the number of trips required to obtain materials and minimize the amount of clerical and supervisory time spent on documenting purchases. In planning it is critical that you begin the process by accurately estimating the total cost. Failure to follow this step could jeopardize the purchase. There are specified thresholds where different processes and procedures apply. In order to avoid violating these thresholds, if the estimated cost is close to one of the thresholds you will follow the requirements for the higher threshold.
- **Sustainable Products:** All departments will use, where practicable, reusable products, recycled content products and recyclable products. City bid specifications will provide for optional pricing of sustainable products whenever possible.
- **Cooperative Purchasing:** When available, the City will take advantage of cooperative purchasing agreements with other entities (e.g. State of Minnesota, Hennepin County, ISD#279 (Osseo) & ISD#11 (Anoka), other cities, etc.).

Minority (People of Color) & Women-Owned Business Development

The City of Brooklyn Park contracts for and procures a wide variety of goods and services. Minority (People of Color) and Women-Owned Businesses are encouraged to respond to requests for bids and proposals directly as prime contractors.

The City will also recognize The Central Certification (CERT) Program; which is a small business certification program recognized in addition by Hennepin County, Ramsey County, the City of Minneapolis and the City of Saint Paul. The CERT Program includes certification for Minority (People of Color)-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), and Small Business Enterprise (SBE).

To become eligible for The Central Certification (CERT) Program please refer to the following criteria.

Eligible business—a business entity whose principal place of business is in the marketplace that:

- is at least fifty-one (51) percent owned by one or more native or naturalized citizens of the United States, or lawfully admitted permanent residents of the United States, and
- is not a broker, or a manufacturer's representative, does not operate as a franchisee or under a franchise agreement, and is not a business in which the owner is also owner or part owner of one or more businesses that is dominant in the same field of operation; and
- performs a commercially useful function; and
- has been in operation for at least one (1) year or, in operation for less than one year and is able to provide documentation showing that it has an established record of generating revenue while performing the business function represented in its application for certification or, if a professional service, is able to provide documentation showing that it possesses applicable licenses or professional certifications or credentials.

Small Business Enterprise (SBE)—an eligible business that additionally:

- is not a business dominant in its field of operation, nor an affiliate or subsidiary thereof

Minority-owned Business Enterprise (MBE)—an eligible business that additionally:

- is at least fifty-one (51) percent owned by one or more minority (Persons of Color), and
- has its management and daily business operations controlled by one or more minority persons who own it.

Women-owned Business Enterprise (WBE)—an eligible business that additionally:

- is at least fifty-one (51) percent owned by one or more women, and
- has its management and daily business operations controlled by one or more women who own it.

The CERT certification is valid for a thirty-six (36) month period following the date granted. A certification may be renewed for additional three-year periods by completing a recertification application.

Decentralized Purchasing

The City of Brooklyn Park has a “decentralized” purchasing program where Department Directors or designated persons are responsible for negotiation with the vendor, calling for quotes, placing orders with vendors, as well as processing the request for payments. Finance is responsible for ensuring compliance with City policy and Procedures, and to serve as a resource to other departments to help with purchases. Finance will maintain information on contracts, vendors, past purchases, and other related information. There are a few exceptions including the following:

- Technology (Hardware and Software): Authorized purchasers must consult with the Information Systems Manager prior to acquiring any hardware and/or software to ensure it is consistent with the Technology Plan.
- Vehicles: Authorized purchases must consult with the Fleet Manager prior to acquiring vehicles and appurtenant equipment to ensure it is consistent with the Equipment Plan.
- Building Maintenance: All building repairs and maintenance will be coordinated with the facility maintenance divisions.
- Other.
 - To be consistent and to save time and money, some purchases are coordinated by Administration, such as:
 - Business Cards
 - City Letterhead
 - Envelopes
 - Paper
 - Stationery Products

Purchasing Payment Procedures

- The Finance Division processes payments to vendors based on the Minnesota State Statute [471.425](#). – which states “For municipalities who have governing boards which have regularly scheduled meetings at least once a month, the standard payment period is defined as within 35 days of the date of receipt.”
- The Finance Division processes payments once a week. All steps of the invoice approval process, including the final procedure of “process for payment,” must be completed before the invoice can be processed.
- Payments will be made from vendor invoices, and official City Payment/Reimbursement Forms.
- Persons authorizing payments are responsible for verifying that goods and services have been received, that they are necessary, and there are no duplicate payments.
- Persons authorizing payments are responsible for coding invoices and ensuring that correct account codes are used. [Reference Account code definitions](#).
- Generally accepted accounting principles will be followed. Invoices that are received after December 31, for good or services will be expensed in the year the goods or services were received. Invoices turned in after the second Wednesday in February of the following year, will be considered expenses in the following year.
- Employees will not make the following purchases for personal use through the City, unless approved by the department head.
 - Aspirin, acetaminophen, ibuprofen etc.
 - Sunscreen,
 - Coffee
 - Alcoholic beverages of any kind.

Governing/ Purchasing Authority

The City Manager is the chief purchasing agent of the City and has the authority to make or execute purchases up to \$50,000. Such purchases would include routine services, equipment, supplies or commodities up to the City Managers threshold. The City Manager may delegate the authority to make purchases and execute documents up to \$25,000 to the Department Heads. Directors or their designee are responsible to follow purchasing regulations and procedures such as, but not limited to obtaining bids or quotes, maintain records of bids or quotes in accordance with records retention requirements, place actual orders, receive and verify deliveries, and approve invoices for payment. The responsibility lies with each department to keep the City Manager and Finance Director informed of purchases.

Approvals

Approved Signers

The staff designated as authorized approvers must be communicated to the Finance Department. Final approval of all purchases must be evidenced by the authorized purchaser's signature on the invoice and/or receipt. Each invoice must have two level of approval and the second level approval must be a supervisor who is responsible for the budget. In the case where purchase orders are required, they must be completed prior to acquisition to insure accountability, provide amount verification and avoid any misunderstanding with respect to cost between the vendor and the City.

Signature Methods

The City of Brooklyn Park will also accept e-signatures that have been authenticated by a digital software, such as DocuSign and Adobe Sign, when it includes the date and time of the signature, an authentication code, and is attributable to the person intending to sign the document.

The City of Brooklyn Park accepts handwritten signatures on faxed or scanned documents and considers them to be e-signatures and are acceptable for procurement purposes.

1099 Information

The City is obligated to report to the Internal Revenue Service payments to an individual or a partnership for services rendered. The City requires a W-9 form, and their tax identification number or social security number.

Petty Cash Vouchers

The petty cash fund is used for expenditures made on behalf of the city for goods up to \$20.00. Petty cash purchases shall be kept to a minimum. A Petty Cash form must include an explanation, account code and authorized signature. The person receiving the cash also needs to sign the petty cash form. The petty cash funds need to be balanced and/or replenished, at a minimum, on a monthly basis.

- Petty Cash must be requested in the same year as the expenses.

Internal Payments

A payment from one department to another.

A completed Internal Payment Request form for these payments is required.

Examples of internal payments:

- Water and sewer services
- Permits
- Licenses

Sales Tax

The City of Brooklyn Park is tax exempt except for Enterprise operations. To provide inputs used to provide these services exempt from tax, the local government must provide the seller with a completed Certificate of Exemption (Form ST-3), at the time of purchase.

Some Purchases to provide the following goods and services remain taxable:

- Construction materials and supplies purchased by a contractor or subcontractor under a lump-sum contract.
- Purchases of construction materials for buildings or facilities which are not principally used by the local government.
- Purchases of lodging, prepared food, candy, and soft drinks.
- Leases of motor vehicles.
- Purchases of motor vehicles (see page below).
- Other taxes on certain purchases, such as solid waste management tax and petroleum tax.
- Purchases made by an employee that are reimbursed by the local government.

Professional Service & Consultant Contracts

Purpose

Purchases that require contracting for professional services, such as those provided by engineers, lawyers, architects, accountants, and other services requiring technical, scientific, or other professional training, when competitive bidding is not required

Policy

The term "Professional Services" applies to all advisory services such as, but not limited to: auditing, engineering, financial, legal, personnel, technical, training, or other services requiring technical, scientific or professional training are exempt from competitive bidding requirements. However, the goals to secure professional services remain the same: to ensure all purchases are consistent with Minnesota statutes, to establish internal controls, to maintain the appropriate documentation, and to ensure the best value for the public money. Contracts for professional services shall be made only with responsible consultants who have the capability to successfully fulfill the contractual requirements. Consideration shall be given to their past performance and experience, their financial capacity to complete the project, the availability of personnel, and other appropriate criteria. Each department requiring professional services shall be responsible for researching such services as well as presenting the proposed contract to the City Council for approval. The nature of the professional service is written as a request for proposals (RFP). Contracts for professional services in excess of State Statute ([MSS 471.345](#)) shall be submitted to the City Council for approval.

State Statute does not require advertisement of bids or sealed bids for professional services such as those of engineers, lawyers, architects, accountants, and other services requiring technical, scientific, or professional training. It is recommended that proposals be obtained through a request for proposal (RFP) process when such a process would provide the City with increased quality or a decreased price.

Procedures

Professional services are those that require specialized intellectual, educational, or creative expertise. Examples include design services, editorial services, technology related services, research services, and consultants.

Construction Professional Services are those that require architecture/engineering (A & E) services, construction consulting, construction and material testing, or construction expertise. Examples include architectural design, interior design, engineering, cost control consulting, and construction management.

Units may purchase these professional services on an intermittent or temporary basis. The following are examples of why professional services may be needed:

- limited or one-time use of specialized or creative skills;
- the provider has expertise that is not available within the unit or City's; or
- the supplier has in depth knowledge of the marketplace to provide solutions or guidance.

Professional services for auditing, architectural design, legal services and construction project management require a contract at any dollar amount.

Professional services and their expenses that total under \$3,000 may be procured without a contract for professional services. The department may create a contract if it chooses.

Professional services engagements totaling \$3,000 or greater require a contract for professional services. Units must ensure that all contracts for professional services:

- comply with IRS requirements for defining employees and independent contractors.
- comply with special requirements of projects supported by sponsored funds.
- include a complete statement of work including any deliverables.
- include either the City's standard Contract for Professional Services (CPS) terms and conditions, OR use terms and conditions that have been reviewed and approved by city Attorney
- do not conflict with other City policies.
- are fully approved and the contract is issued to the contractor before any work begins.
- All professional services and expenses may NOT be purchased using the City's procurement card (PCard).
- Per IRS regulations, City employees may NOT pay for any professional services and expenses out-of-pocket using their own funds. These expenses are always unallowable and non-reimbursable.
- For purchases totaling less than the formal bid threshold, a competitive proposal process is not required. However, the department may request that Purchasing Services conduct a competitive bid process
- If the City uses a consultant to prepare or assist in the preparation of a Statement of Work or a Request for Proposals, that consultant shall not be permitted to submit a proposal. Deviations from this policy require the approval of the City Manager.

Statement of Work:

The Statement of Work is the most important document of a professional services contract, as it:

- Provides management with an outline of the project, the work to be done in-house and the work to be done by the proposer.
- Provides the basis for soliciting proposals.
- Provides the basis for the administration and management of the resulting contract.

General Requirements

The Statement of Work must:

- Outline the nature of the work and the level of effort that will be required of the consultant.
- Specify the anticipated results of the contract.
- Specify the services and information that will be provided by the City.
- Be prepared in a manner that assures that all proposals can be prepared on a common basis.
- Identify the goals, objectives, criteria and issues associated with the project. If they are to be developed as part of the project, describe how they are to be finalized and by whom.
- Describe work tasks to be accomplished during the conduct of the project by the proposer, City staff or other party and a time schedule for completion of each task.
- Describe the proposed budget and proposed hours that will be required to complete each work task.

Request for Proposal (RFP)

The City follows an RFP process when soliciting professional consulting services. The Request for Proposal and the Statement of Work shall provide all of the information a prospective proposer needs to submit a proposal.

Recommended sections to include in an RFP:

- Background and scope of project.
- Specifications of the professional services desired.
- Contract terms. Include and reference as an attachment the “Standard Professional Services Agreement”
- The last day for submission of proposals and the place where they are due.
- Include requirement for attendance at a pre-proposal meeting to answer vendor questions regarding the RFP. This provides fairness to all participants when questions are answered with all participants present. Request that questions be submitted in advance.
- Proposal evaluation and selection criteria.
- Format required for submitted proposals to provide for consistent submittals.
- Profile questionnaire to obtain general information about the vendor.
- A statement reserving the right of the City to reject all proposals.

The City attorney must review the RFP before it is sent to selected vendors. RFPs will be sent to a minimum of two reasonable/manageable vendors.

After the submittal deadline, review Proposals by using a rating sheet and rate each Proposal based on the specifications and general information. Follow up with reference checks as appropriate. Select a vendor and make recommendation to the City Council.

The formal RFP process for service providers must be initiated at least every fourth year. Reviewal at that point in time shall not preclude a current service provider from resubmitting a proposal for consideration.

While is not required per se, it is recommended that the solicitation of proposals be advertised in an appropriate publication (such as the State Register) or trade journals.

Non-applicability

This procedure does not apply to professional services that can be acquired for less than \$50,000. For purchases of less than \$50,000, the procuring department must justify in writing to the City Manager why and how the contractor was selected.

People of Color & Women-Owned Business Development

The City of Brooklyn Park contracts for and procures a wide variety of goods and services. People of Color and Women-Owned Businesses are encouraged to respond to requests for bids and proposals directly as prime contractors. (Refer to Page 15 for additional information)

Standard Professional Services Agreement

A “Standard Professional Services Agreement” will be used for all professional service contracts.

The Standard Professional Services Agreement outlines consultant obligations including insurance and liability coverage requirements, audit disclosure, subcontractors, and termination processes.

This contract will be used for all professional service agreements.

Purchasing Thresholds

The following chart identifies the required procedures for professional services contracts.

PROFESSIONAL SERVICES			
Purchase Level (1)	Purchase Process Required	Approving Authority	Notes
\$0 - \$25,000	Quotes	Department Head	<ul style="list-style-type: none"> Professional services and their expenses that total under \$3,000 may be procured without a contract for professional services. For an item costing between \$0 and \$10,000, Quotes are not required. Purchases can be made on the Open Market and verbal quotes are optional. If quotes are received, they Will be kept on file for at least one year. For an item costing between \$10,001 and \$25,000, the City shall request price quotations from at least two sources, when practical. In cases where the City has established a pool of qualified consultants (e.g., engineers, architects, planners), the consultant may be selected from the existing pool. (2) If a consultant is determined appropriate for continuity, cost, quality or time efficiencies, two quotes are not required. (i.e. a consultant's prior work is integral to a project, so we will not require a second quote, since the consultant is deemed the appropriate vendor.)
\$25,001 - \$50,000	Quotes	City Manager	<ul style="list-style-type: none"> For an item costing between \$25,001 and \$50,000, the City shall request price quotations from at least two sources, when practical. For an item costing above \$25,000, the City shall request written price quotations in the form of a Request for Proposal from at least two sources, when practical. In cases where the City has established a pool of qualified consultants (e.g., engineers, architects, planners, etc.), the consultant may be selected from the existing pool. (2) If a consultant is determined appropriate for continuity, cost, quality or time efficiencies, two quotes are not required. (i.e. a consultant's prior work in integral to a project, so we will not require a second quote, since the consultant is deemed the appropriate vendor.)
Above \$50,000	Council Resolution	City Council	<ul style="list-style-type: none"> For an item costing above \$25,000, the City shall request written price quotations in the form of a Request for Proposal from at least two sources, when practical. In cases where the City has established a pool of qualified consultants (e.g., engineers, architects, planners, etc.), the consultant may be selected from the existing pool. (2) If a consultant is determined appropriate for continuity, cost, quality or time efficiencies, two quotes are not required. (i.e. a consultant's prior work in integral to a project, so we will not require a second quote, since the consultant is deemed the appropriate vendor.) The standard contract shall be awarded to the service provider with the best qualifications and proposal for the specific project. Total cost shall not be the only consideration but must be included in the analysis of the proposals.

1 Quotes must be kept on file for at least one year

2 If the estimated cost is close to one of the thresholds, you **will** follow the requirements for the higher threshold.

Professional service	Documentation	Required Approvals		
		Director	City Manager	Council
Up to \$25,000	2 or more quotes if possible	X		
\$25,000-\$50,000	Multiple quotes recommended	X	X	
\$50,000+	Multiple quotes recommended	X	X	X

¹ Quotes must be kept on file for at least one year

² Use City's "Professional Services Agreement (Contract)"

³ Contracts over \$175,000 that include labor require a performance and payment bond

Alternative to Publishing of Bids and Requests for Proposals (RFPs)

As an alternative to publishing bids in a newspaper, a city or other political subdivision may post solicitations of bids, requests for information or requests for proposals by using its Web site or recognized industry trade journals. The political subdivision must simultaneously publish, either in minutes or separately in a notice published in the official newspaper, a description of all solicitations or requests so distributed, along with the means by which the publications occurred. Publication by alternative means must be in substantially the same format and for the same period of time as a publication in a qualified newspaper.

For the first six months after the political subdivision designates an alternative means of publication, it must continue to publish solicitations of bids, requests for information, and requests for proposals in the official newspaper in addition to the alternative method. The publication in the official newspaper must indicate where to find the designated alternative methods.

If, in the normal course of its business, a qualified newspaper maintains a Web site then, as a condition of accepting and publishing public notices, the newspaper must agree to post all the notices on its Web site during the notice's full publication period.¹¹

¹⁰ Minn. Stat. [§§ 412.311](#), subd. 1 (published notice); 331A.03, subd. 3 (alternative methods).

¹¹ Minn. Stat. [§ 331A.02](#), subd. 5.

Exceptions to Competitive Bidding

The following are some of the more common exceptions to the competitive bidding requirements:

- Contracts less than the State Statute ([MSS 471.345](#))
- Cooperative purchasing organizations
- Intergovernmental Contracts
- Noncompetitive supplies and equipment
- Real estate purchases
- Professional services including:
 - Architectural
 - Auditing
 - Engineering
 - Legal
 - Group Insurance
 - Banking Services
 - Investment Services
 - Financial Service Providers
 - Construction Management
 - Surveying
- Emergency Purchases
- Some fuel contracts
- Guaranteed energy-saving contracts
- Professional services including:
- Reverse auctions for purchase of supplies, materials and equipment
- Electronic sale of surplus supplies, materials and equipment
- Non-competitive supplies and equipment

Construction and Other Contracts

A "contract" means an agreement entered into by a municipality for the sale or purchase of supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property. All contracts will be shared with Finance.

Original Contract

- If the proposed contract amount is less than \$25,000, the responsible department head may sign the contract on behalf of the City.
- If the proposed contract is anticipated to exceed \$25,000, but less than \$50,000, the City Manager must sign the contract on behalf of the City.
- If the proposed contract is anticipated to exceed \$50,000, the Project Manager must seek Council approval to authorize the City Manager to execute the contract.

Contract amendments

- If the original contract exceeded \$50,000 and the cumulative amendment increase is less than 10 percent of the original contract amount, the City Manager may sign the amendment.
- If the original contract exceeded \$50,000 and the cumulative amendment increase equals or exceeds 10 percent of the original contract amount, the City Manager must seek Council approval of the amendment.
- If the original contract was less than \$50,000 and the cumulative amendment increase brings the proposed amended contract to \$50,000 or greater, the City Manager must seek Council approval of the amendment.

Contract on Open Market

For contracts valued below the amount established by state statute ([MSS 471.345](#)), the City's policy will be to purchase items on the open market or by quotation. Quotes will be documented on the purchase unless the item is a routinely purchased item which will be price compared annually.

- Purchases made for items under \$2,000.00 can be made on the open market without quotes.
- Purchases between \$2,000.01 and \$9,999.99, verbal or written quotes are encouraged. When the quotes are verbal, document the quote, listing the contact person, phone number, amount of quote, etc.
- Purchases estimated to exceed \$10,000.00 but less than \$50,000.00 need two quotes. quotes must be in writing and documented.
- Contracts on the open market may be signed by the department head or designee.

Contracts requiring quotes

For contracts requiring quotes as set forth by state statute ([MSS 471.345](#)), the City's policy will be to obtain at least two quotes. These quotes will be in writing. Departments Shall keep all quotes on file for one year from the date of purchase. The quotes shall be kept with the invoice.

- If purchases are estimated to exceed \$10,000 but not to exceed \$50,000, the purchase may be made either upon sealed bids or by direct negotiation based upon quotations per [MSS 471.345](#).

Contracts requiring Bids

For contracts in excess of the State Statute ([MSS 471.345](#)), the City shall advertise for sealed bids in the official newspaper of the City. See City Clerk for the official newspaper of the City.

The following steps need to be taken, the responsibility for which, rests with the originating department:

- Ensure that funds have been appropriated for this contract.
- Place plans and specifications for local improvements/special assessment projects on the City Council agenda for approval as required by Mn. Stat. [429.041](#).
- Ensure proper publication is made in the official City newspaper.
- Distribute specifications and answer any bidder questions.
- Open sealed bids at the scheduled time and place, and tabulate.
- The contract shall be awarded to the lowest, responsible bidder.
- Request for Council Action to approve the awarding of the contract.
- Arrange for the contract to be signed by the City Manager and the Mayor.

Other Bidding Requirements

- Bidding Requirements shall not be avoided by splitting a contract into two or more contracts, each of which is below the minimum amount requiring bids; in an attempt to circumvent the necessity of obtaining sealed bids and the appropriate approval authority.
- Specifications may not be written so as to exclude all but one type or kind of supplies or equipment.
- The City may not accept a bid that includes a number of items when the advertisement called for separate bids for each item.
- The City must re-bid when they make a material change in the specifications of the contract, even if the change would not affect the rank order of the bids received.
- Minnesota Statutes [Chapter 429](#) (local improvement code) applies to all public improvement contracts (i.e., sewer, water and streets) being financed with special assessments.

Sole Source Purchases

Sole Source is a vendor or provider of service that offers a unique service or product that no one else offers. Sole source procurements under \$50,000 shall be approved by the City Manager and sole source procurements in excess of \$50,000 shall be approved by the City Council. Sole source purchases may be made if they comply with at least one of the following:

- Item or service under patent or copyright held by a single vendor and item or service possesses or has capabilities critical to use.
- Item or service possesses a unique function or capability critical in the use of the item or service and not available from any other sources.
- The purchase is for equipment associated with use of existing equipment where compatibility is essential for integrity of results.
- The purchase is for replacement parts needed for repair of existing equipment where compatibility with equipment from the original manufacturer is paramount.
- The purchase is for accessories sought for enhancement of existing equipment where compatibility with equipment from the original manufacturer is paramount.
- The purchase is for technical services associated with the assembly, installation, or servicing of equipment of a highly technical or specialized nature.
- Additional item, service, or work required, but not known to have been needed when the

original order was placed with vendor and it is not feasible or practicable to contract separately for the additional need.

- The purchase must match the existing piece or brand of equipment and is only available from one vendor.

Sole source purchases must still follow the purchase process required based on the amount being purchased. For example, if the purchase is expected to exceed the State Statute ([MSS 471.345](#)), a competitive bidding process must be followed even if the expectation is that only one bid will be received.

Emergency Management

Under Minnesota's Emergency Management Act (Minn. Stat. [§12.01-12.61](#)), the City has the authority to enter into contracts during an emergency without following many normally required procedures. An emergency is defined "an unforeseen combination of circumstances that calls for immediate action to prevent a disaster from developing or occurring." A disaster is "a situation that creates an actual or imminent serious threat to the health and safety of persons, or a situation that has resulted or is likely to result in catastrophic loss to property or the environment, and for which traditional sources of relief and assistance within the affected area are unable to repair or prevent the injury or loss."

During an emergency or disaster, the City Council may waive compliance with the time-consuming procedures or formalities concerning:

1. The performance of public work;
2. Contracting;
3. Incurring obligations;
4. Renting equipment; and
5. Purchasing supplies and materials.

Emergency purchases will only be allowed when the mayor issues a proclamation declaring an emergency, and the steps listed in Minn. Stat. [§12.29](#) are completed.

Withholding Certificates (IC134)

No state agency or local unit of government can make final payment to a contractor until the Department of Revenue has certified that the contractor and any subcontractor have fulfilled the requirements of Minnesota withholding tax laws. If you are a prime contractor, a contractor or a subcontractor who did work on a project for the state of Minnesota or any of its local government subdivisions — such as a county, city or school district — you must submit a Contractor Affidavit to the Department of Revenue to receive a certificate of compliance.

Contract Change Orders

Change orders may occur due to City driven changes, errors and omissions, field directives, unforeseen/hidden conditions, regulatory requirements or changes that are contractor driven. Changes that need to be made during construction need to be addressed and approved in a timely manner in order to keep the project on schedule.

Any change order that does not exceed \$50,000 may be approved by the City Manager or a Department head specifically designated by the City Manager. Any change order that exceeds \$50,000 must be approved by City Council. In an emergency the City Council may enter into contracts and incur obligations necessary to combat the disaster by protecting the health and safety of persons and property and by providing emergency assistance to the victims of the disaster without complying with the laws relating to purchasing and contracting.

Retainage

A City of Brooklyn park will reserve an amount as retainage from any progress payment on a public contract for a public improvement. The amount may not exceed 5 percent of the payment. The city may reduce the amount of the retainage and may eliminate retainage on any monthly contract payment if the work progresses satisfactorily.

Prompt Payment to Subcontractors

City contracts that involve a prime contractor must require the prime contractor to pay subcontractors within ten days of the prime contractor's receipt of payment from the city for undisputed services provided by the subcontractor. The contract must require the prime contractor to pay interest of 1.5 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time.

Performance and Payment Bonds (Contractor's Bond)

For contracts in excess of the State Statute [MSS 471.345](#) that include labor (ex. road construction and the purchase and installation of playground equipment) a performance and payment bond in an amount not less than the contract price is required from the vendor. The required performance bond benefits the city by ensuring that the work is completed according to the terms of the contract, while the required payment bond benefits subcontractors and people who provide labor and materials, by seeing that their claims for labor and materials are paid.¹⁸ When the public work contract is let, the amount of the bond needs to be equal to the contract price. If the contract price increases due to change orders, unforeseen conditions, cost overruns or any other reason after the contract is signed, the City Council has the option of increasing the amount of the contractor's bond. Consideration may be given for the percentage of the contract that is complete in relation to the contractor's bond and the increase in the contract price. Additional Information on Performance and Payment Bonds (Contractor's Bond) is available in the state statutes below

¹⁸ See Public Contractors' Performance and Payment Bond Act, Minn. Stat. [§§ 574.26-.32](#).

Provisions Included in all Contracts (Procurement Standards)

It is the policy of Brooklyn Park to include all of the following provisions, as applicable, in all contracts (including small purchases) with contractors and sub-awards:

1. **Remedies:**
All contracts in excess of the small purchase threshold fixed at 41 U.S.C. 403(11) ([MSS 471.345](#)) shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms.

2. Termination:
All contracts in excess of \$10,000 shall contain suitable provisions for termination by Brooklyn Park, including the manner by which termination shall be affected and the basis for settlement. In addition, such contracts shall describe the conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated due to circumstances beyond the control of the contractor.
3. Equal Employment Opportunity:
All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148):
If included in the federal agency's grant program legislation, all construction contracts of more than \$2,000 awarded by Brooklyn Park and its sub-recipients shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors are required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. It is the policy of Brooklyn Park to place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. Brooklyn Park shall also obtain reports from contractors on a weekly basis in order to monitor compliance with the Davis-Bacon Act. Brooklyn Park shall report all suspected or reported violations to the Federal awarding agency.
5. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333):
[Where applicable] All contracts awarded by Brooklyn Park excess of \$100,000 for contracts that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence
6. Rights to Inventions Made Under a Contract or Agreement:
Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and Brooklyn Park in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts

and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7. Clean Air Act (42 U.S.C. 7401-7671g and the Federal Water Pollution Control Act (33 U.S.C. 1251 -1387), as amended:

Contracts and sub-awards of amounts in excess of State Statute ([MSS 471.345](#)) shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8. Debarment and Suspension (E.O.s 12549 and 12689):

Brooklyn Park will review all purchases to verify that purchases will not be made against contractors that are on the Debarment or Suspension list supplied by the Government. The Department will review all requests submitted to make sure the contractor is not on the debarment list. This list is available at - <https://www.sam.gov/>. If a match is found, the program manager will be notified directly, and Accounting will not process the requisition. All results of searches will be attached to the filed paperwork for verification of search.

9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):

For all contracts or Sub-grants of \$100,000 or more, Brooklyn Park shall obtain from the contractor or sub-grantee a certification that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Likewise, since each tier provides such certifications to the tier above it, Brooklyn Park shall provide such certifications in all situations in which it acts as a sub-recipient of a sub-grant of \$100,000 or more.

Below is a quick reference chart for procurement methods according to dollar amount:

Quick Reference Chart - Procurement Methods

Construction, Contracted Services, Goods & Services Contracts		Required Approvals		
Contract or Purchase amount	Documentation	Director	City Manager	Council
Less than \$25,000	<ul style="list-style-type: none"> Open Market or Direct Negotiation if Over \$10k (at least 2 quotes)¹ 	X		
\$25,000- \$50,000	<ul style="list-style-type: none"> Sealed Bids or Direct Negotiation (at least 2 quotes or sealed bids)¹ RFPs (Best Value optional), or Cooperative Purchasing Contracts that comply with bidding process (if applicable) <i>*Competitive bidding is allowed but not required.</i> 	X	X	
\$50,000- \$175,000	<ul style="list-style-type: none"> Sealed Bids or Direct Negotiation (at least 2 quotes or sealed bids)¹ RFPs (Best Value optional), or Cooperative Purchasing Contracts that comply with bidding process (if applicable) <i>*Competitive bidding is allowed but not required.</i> 	X	X	X
\$175,000+	<ul style="list-style-type: none"> Sealed Bids or Cooperative Purchasing Contracts that comply with bidding process (if applicable)² 	X	X	X

¹ Quotes must be kept on file for at least one year

² Contracts in excess of MSS 471.345 that include labor require a performance and payment bond

Purchasing Thresholds

All expenditures up to \$25,000 must be within the limits established by the department budget. There are six basic thresholds of dollar amounts that have been established either by policy, City Code or statutory authority for the purpose of purchasing City goods and services.

Purchasing Thresholds

MATERIALS – SUPPLIES – EQUIPMENT - NON-PROFESSIONAL SERVICES - CONSTRUCTION			
Purchase Level (1)(2)	Purchase Process Required	Approving Authority	Notes
\$0 - \$25,000	Quotes	Department Head	<ul style="list-style-type: none"> At the point of sale, the receipt must be signed by the individual purchasing the item. The receipt must be coded prior to submission to Finance. For an item between \$0 and \$10,000, Quotes are not required. Purchases can be made on the open market and verbal quotes are optional. For an item costing between \$10,001 and \$25,000, the shall request price quotations from at least two sources, when practical, and shall place the order at the lowest quoted. Products or services quoted shall be the same or similar of comparable quality from each vendor.
\$25,001 - \$50,000	Quotes	City Manager	<ul style="list-style-type: none"> The City Council will grant the City Manager the authority to make or execute purchase contracts for routine services, equipment, supplies and commodities for which the cost does not exceed twenty thousand dollars (\$50,000). The City shall make the contract by sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase, when practical, and without advertising for bids or otherwise complying with the requirements of competitive bidding. Products or services quoted shall be the same or similar and of comparable quality from each vendor. The City must consider the availability, price and quality of supplies, materials, or equipment available through the state's cooperative purchasing venture before purchasing through another source. If a cooperative purchasing agreement is in place, quotations are not needed.
\$50,001 - \$175,000	Council Resolution	City Council	<ul style="list-style-type: none"> The City shall make the contract by sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase, when practical, and without advertising for bids or otherwise complying with the requirements of competitive bidding. Products or services quoted shall be the same or similar and of comparable quality from each vendor. The City must consider the availability, price and quality of supplies, materials, or equipment available through the state's cooperative purchasing venture before purchasing through another source. If a cooperative purchasing agreement is in place, quotations are not needed.
Above \$175,000	Sealed Bids/ Council Resolution	City Council	<ul style="list-style-type: none"> Competitive bidding is required for the following contracts: <ul style="list-style-type: none"> Contracts for the sale, purchase, or rental of supplies, materials, or equipment. Contracts for the construction, alteration, repair, or maintenance of real or personal property. The City must consider the availability, price and quality of supplies, materials, or equipment

¹The estimated cost is close to one of the thresholds, you Will follow the requirements for the higher threshold.

²The purchase level is based on the gross purchase price; not net of an asset trade-in.

³ When quotes are received, they Will be kept on file for at least one year

⁴ Purchase order required only for capital purchases (>\$5000).

Solicitation

Policy

If the City uses a consultant to prepare or assist in the preparation of a Statement of Work or a Request for Proposals, that consultant shall not be permitted to submit a proposal. Deviations from this policy require the approval of the City Manager.

Notice of Solicitation of Bids

A formal sealed bid procedure is required for all purchases that are estimated to exceed the State Statute [MSS 471.345](#), except for purchase through a cooperative purchasing contract (see below). A published (412.311) notice of the bid is required in the official city newspaper at least ten (10) days in advance of the bid opening, or in advance of the City Council meeting. This allows for a thorough review and retabulation of the bids and to allow for reference checks as appropriate. All bid openings are to be administered by the originating department. The preparation of all specifications and required authorization is to be the responsibility of the originating department.

The published notice must contain the following:

- A description of the project or the purchase
- The availability of specifications including the location, for example, Office of the City Clerk, etc.
- The last day for submission of bids and the place where they are due
- The time and place for opening bids
- A statement reserving the right of the City to reject all bids

A recommendation can then be made to the City Council and the City Council will award or deny the contract. Bids rejected by council must be kept on file for 6 years.

Government Purchasing Organizations

Certain governmental units form purchasing organizations to obtain group-pricing discounts. The City may be eligible for participation in some of these programs and individuals are encouraged to obtain quotes from suppliers in these programs.

Following is a list of purchasing cooperatives of which the City is a member:

State, County and Other Cooperative Purchasing Contracts

1. The Cooperative Purchasing Venture (“State Contract” or “CPV”)

Cooperative purchasing contracts provide an opportunity for the City to purchase supplies, materials, or equipment (but not services) at reduced costs. This enables the City to buy goods and services under the terms of contracts already negotiated by the State of Minnesota. The Cooperative Purchasing Contracts operate without regard to the competitive bidding requirements of the Uniform Municipal Contracting Law if the purchase is through a national municipal association’s purchasing alliance or cooperative created by a joint powers agreement that purchases items from more than one source on the basis of competitive bids or competitive quotations that complies with State Statute.¹⁴

The Cooperative Purchasing It is a members-only joint powers program operated by the Minnesota Department of Administration, Materials Management Division.¹³ The CPV allows There is currently no fee to join. For those contracts, a municipality must “consider the availability, price and quantity of supplies, materials, or equipment available through the state’s cooperative purchasing venture before purchasing through another source.”¹²

12 Minn. Stat. [§ 471.345](#), subd. 15.

13 See Minn. Stat. [§ 16C.03](#), subd. 10.

IF it is determined that a product/service is on a state contract, vendors will be told that the purchase will be made using that contract. When completing the purchasing paperwork, note that the purchase is per state contract and indicate the contract number.

¹⁴ Minn. Stat. [§ 471.345](#), subd. 15.

Vendors will often contend that the City can purchase from them without bidding because they are on the “state contract” or they will sell at the state contract price. Beware of these approaches. Verify both the vendor and the specific product/service is listed on the state contract. It is likely that not all of a vendor’s products/services have been selected to be on the state contract. If a vendor is not on the state contract, but will match the state contract price, this action does not exempt the City from following the competitive bidding laws. For additional information, visit the Cooperative Purchasing Venture website at <http://www.mmd.admin.state.mn.us/cpv2.htm>

2. Hennepin County Cooperative Purchasing Contracts

The City participates in the Hennepin County Cooperative Purchasing Program. In order to participate, submittal of a checklist anticipating estimated quantities prior to the bidding process is required. If the City has filled out a checklist, it is obligated to purchase the item from the county for the duration of that particular contract, as outlined in the contract specifications.

3. Sourcewell (Joint Powers Member)

Any Joint Powers Purchasing Entity of which the City is a member provides for purchases.

- <https://www.sourcewell-mn.gov/>
- [GSA’s Cooperative Purchasing Program. \(www.gsa.gov/cooperativepurchasing\)](http://www.gsa.gov/cooperativepurchasing)

4. U.S. Communities Government Purchasing Alliance

The City participates in the U.S. Communities Government Purchasing Alliance <http://www.uscommunities.org/>. See the Fleet Services Supervisor for further information.

- [US Communities Government Purchasing Alliance.
http://www.uscommunities.org/resources/state-statutes/mn/](http://www.uscommunities.org/resources/state-statutes/mn/)

5. National IPA

The City participates in the National IPA cooperative purchasing organization.

<http://www.nationalipa.org>. See the Fleet Services Supervisor for further information.

1. [National Intergovernmental Purchasing Alliance \(NIPA\).
www.nationalipa.org/agreements](http://www.nationalipa.org/agreements)
2. Cooperative Purchasing Connection (CPC). [Http://www.purchasingconnection.org/site/](http://www.purchasingconnection.org/site/)
3. National Cooperative Purchasing Alliance (NCPA). <http://www.ncpa.us/>

6. Great Lakes GPO

The Great Lakes GPO is a fire service program open to all Cities.

- For all other cooperative purchasing alliances, contact the Finance Department to verify that they meet the criteria before acquiring the item.

Federal purchases

Under uniform grant guidance (2 CFR 200.317–326) there are additional procurement requirements that need to be considered when making purchases related to a federal program. Five procurement methods are identified including: micro-purchase (<\$3,500), small purchase procedures (<\$175,000), sealed bid (>\$175,000), competitive proposal (>\$175,000), and noncompetitive proposal (>\$3,500). The general purchasing policy addresses many of these requirements and the City will also consider the full requirements in relation to each method as described in 2 CFR. The micro-purchase threshold which is set by Federal Acquisition Regulation at 48 CFR Subpart 2.1 is subject to change with inflation. The City will follow changes to thresholds as modifications occur. When practicable, micro-purchasing will be distributed among qualified suppliers.

- Vendors who have contracts with the federal General Services Administration (GSA) Federal Supply service may pass the established price down to us.
 - Still required to obtain quotes and bids in accordance with State Statutes.
- If the purchase price is over \$25,000.00, we must follow the MSS 471.345 and receive sealed bids.

Evaluation of Proposals

General

The need to positively demonstrate that a particular proposer will be awarded the contract is a difficult proposition because the evaluation must be based on qualitative data. The following guidelines attempt to provide a systematic approach to the selection of the most deserving proposer.

Selection Team

- a. Proposals for services costing up to \$50,000 do not require the use of a selection team.
- b. Proposals for services costing over \$50,000 will always be evaluated by a selection team.
- c. The selection team will consist of at least three members who may be from the following:
 - The project manager specified in the Statement of Work.
 - Representatives of other City functions that have a direct interest in the project and/or staff members whose expertise will have value in the selection of the proposer.
 - Group of peers from other communities with special expertise.
 - Other interested parties as identified by the project manager.
 - As team chair, the project manager is responsible for:
 - The organization of the selection team.
 - Providing its members with copies of the RFP, proposals, evaluation forms and other needed data.
 - The scheduling of meetings.
 - The scheduling of proposer interviews will the selection team desire.
 - Including the consensus of the evaluation team in the recommendation memorandum.
- d. Recommendation

Upon completion of the evaluation process, the project manager shall prepare a recommendation for approval in accordance with the procedures in this section.

Awarding Contracts

“Best Value” Procurement Alternative

As an alternative, cities and other government entities may use a “best value” procurement process for “construction, building, alteration, improvement or, repair [and maintenance] contracts.”⁵ Minnesota Statute [412.311](#) allows the City to use a “Best Value” alternative instead of awarding the bid to the lowest responsible bidder. Responsibility in bids means financial responsibility, but also integrity, skill, and the likelihood of the bidder doing faithful and satisfactory work. Contact City Attorney in order to use the best value alternative.

Best value procurement is a process based on competitive proposals that awards the contract to “the vendor or contractor offering the best value, taking into account the specifications of the request for proposals, the price and [specific] performance criteria.”

The price and performance criteria may include, but are not limited to:

- 1) Quality of performance on previous projects.
- 2) Timeliness of performance on previous projects.
- 3) Level of customer satisfaction on previous projects.
- 4) Record of performing projects on budget and ability to minimize cost overruns.
- 5) Ability to minimize change orders.
- 6) Ability to prepare appropriate project plans.
- 7) Technical capabilities.
- 8) Qualification of key personnel.
- 9) Ability to assess and minimize risks⁷

The solicitation document must state the relative weight of price and other selection criteria. The award must be made to the vendor or contractor offering the best value applying the weighted selection criteria. If an interview of the vendor’s or contractor’s personnel is one of the selection criteria, the relative weight of the interview must be stated in the solicitation document and applied accordingly.⁸

Personnel administering best value procurement procedures must be trained in the Request for Proposals (RFP) process for best value contracting for construction projects.⁹

⁵ Minn. Stat. [§§ 412.311](#), subd. 2, and [471.345](#), subds. 3a, 4a, and 5.

⁶ Minn. Stat. [§ 16C.28](#), subd. 1(a) (2). The performance criteria are set forth in Minn. Stat. [§ 16C.02](#), subd. 4a, and is described in solicitation documents.

⁷ Minn. Stat. [§ 16C.02](#), subd. 4a.

⁸ Minn. Stat. [§ 16C.28](#), subd. 1(c).

⁹ Minn. Stat. [§ 16C.03](#), subd. 19.

Capital Purchases

Fixed Asset (Capital Outlay)

An item is considered a fixed asset or capital outlay item if:

- It is a tangible asset
- It has a useful life of at least one year
- It has a donated value of at least \$2,500.00, with the following exceptions:
 - Costs and services related to new structure construction or additions to existing structures
 - Costs related to improving or repairing an existing asset, thereby increasing the life of the asset
 - Costs related to acquire land (example: taxes)
 - Meet the threshold of Capital Asset and Grants policy

Fixed asset records are maintained for financial reporting as well as general accountability to our taxpayers. Therefore, any item meeting all of the three criteria identified will be coded as a capital outlay when purchased.

Real Estate/ Land

Real Estate refers to the purchase of land and buildings. All purchases of real property must follow State Statutory guidelines and be approved by the City Council. The purchase or sale of real property is generally not subject to competitive bidding.

Purchase of city vehicles

All costs associated with getting the vehicle out on the road shall be considered part of the total cost. For fixed asset purposes, licenses, radios, customizing (light bars, squad car build ups, special shelving in vans, etc), truck boxes and plows are all considered part of the total cost.

The sales tax and licensing of vehicles is not done at the point of purchase, but rather through a Deputy Registrar Internal Transfer.

Leases and Lease Purchases

All lease agreements need approval through the Finance and City Attorney prior to initiating lease. The responsibility lies with each department to obtain at least two quotes to ensure the best financing rates. Lease Performance Bonds are sometimes prudent for Lease Purchases; if you are unsure whether a Lease Performance Bond will be required, ask your department head to contact the City Attorney.

Purchase or Lease of Used Public Safety Equipment

In 2011, the Minnesota Legislature granted cities and other local governments authority to lease or purchase used public safety without bidding in certain specified circumstances. The new statute provides that a city may acquire by purchase or lease used public safety equipment without competitive bidding or proposals "if the equipment is clearly and legitimately limited to a single source of supply, and the contract price may be best established by direct negotiation."¹⁵

The term "public safety equipment" is defined to mean "vehicles and specialized equipment used by a fire department . . . in firefighting, ambulance and emergency medical treatment services, rescue, and hazardous materials response."¹⁶

¹⁵ Minn. Stat. [§ 471.3455](#); see 2011 Minn. Laws, ch. 33.

¹⁵ Another provision of the law allows cities to issue certificates of indebtedness or capital notes to acquire new or used public safety equipment by lease for a term of up to 15 years. The long-term lease agreement obligation does not constitute debt under other statutes, and no election is required in connection with the execution of a lease agreement authorized by the new provision. See Minn. Stat. [§ 471.3455](#), subd. 3

Disposal of Equipment

Introduction

This policy establishes the methods for the disposal of surplus City property, police confiscated property, and recovered property that has been unclaimed for more than sixty days., as required by Minnesota Statutes [§ 471.3459](#). It also governs the disposition, by means other than donation, of surplus property with an estimated value in excess of the city manager's contracting authority.

Definitions

For purposes of this policy, “surplus property” is any personal property that is no longer useful for a public purpose due to any number of factors including state of repair, deterioration, replacement by more current models, etc.

“Eligible surplus equipment” is any surplus property that qualifies for donation under Minn. Stat. [§ 471.3459](#).

Disposition of City Assets

The City Manager shall establish procedures for: monitoring city equipment, materials and supplies; determining what items are surplus property or eligible surplus equipment; estimating the fair market value of the surplus property or eligible surplus equipment; and disposing of surplus equipment with an estimated value that is within the city manager's contracting authority, in a manner allowed by law. The City Manager may, from time to time, recommend to the Council that certain property owned by the City is no longer needed for a municipal purpose and will be sold.

Procedures

Electronic equipment, telephones, computers, computer peripherals, or mobile devices:

Each department is responsible for identifying when supplies, materials or equipment used by its department is surplus. Departments will notify the IT manager about surplus electronic equipment, including telephones, desktop or laptop computers, computer peripherals, or mobile devices; the IT division is responsible for determining the estimated value and recommended method of disposal for that equipment.

Office furniture, artwork, vehicles, heavy equipment or capital assets:

Departments will notify the public works department about all other surplus equipment including office furniture, artwork, vehicles, heavy equipment or capital assets. The public works director or designee is responsible for determining the estimated value and recommended method of disposition for that equipment. The method of disposal of surplus property will vary depending on the type of property and how the property was acquired. In determining the recommended method of disposition, the IT manager and public works director or designee may consider all relevant factors, including staff time and costs involved in alternative methods of disposition, available storage capacity, and electronic device security.

Disposal of property is offered to the general public with the intent of receiving proceeds for its sale. Confiscated or recovered property will be sold by some type of public offering. The following methods may be used for disposing of property:

For purposes of this policy, the estimated value of surplus property is the estimated price at which the property would likely sell in the applicable market, less the estimated costs of sale.

There are three aspects to any disposal of a City asset:

1. Terms of Sale Approval

The sale itself must be approved, either by the City Manager or his/her designee (sales up to \$50,000) or by the City Council (sales over \$50,000).

2. Proper Municipal Sale Contract

Just as with purchasing, making a sale is considered entering into a contract. After the Council has declared the property as surplus, estimated its value, and approved its disposal, the City Manager (or his/her designee) is authorized to dispose of the property using one of the following methods:

Permitted Methods of Disposition

Depending upon the value and type of surplus property, the possible methods of disposition include:

1. Public Auctions or Sales – This may include an auction by the City, a general sale offered to the public, participating in auctions held by other government units, or the use of other public auction houses. This method may be used for any type of surplus property, regardless of estimated value.
 - Negotiated sale. This method may be used only for surplus property that has an estimated value of \$25,000 or less.
 - Transfer to another government entity. This method may be used for any type of surplus property, regardless of estimated value. By state law, it may be transferred for nominal or no consideration if approved by the city council.
 - Donation to a nonprofit organization. This method may be used for eligible surplus equipment, in accordance with Council Policy. It also may be used for other surplus property that is estimated to have little or no value. (See Section Below)
2. On-line Auctions or Sales – Various public auction and sales services are available on the internet providing the opportunity of reaching a large number of bidders.
3. Trade-in – When replacing City equipment, a trade-in offer may be requested from the vendors submitting quotes/bids on the new equipment. A trade-in may be utilized when the trade-in value is determined to be advantageous to the purchase price or a better value than other types of disposal. This method may be used for any type of surplus property, regardless of estimated value.
4. Quotations or Bids – The City may request quotations or bids on used City equipment. This method will be used when an individual sale of specific equipment is determined to be advantageous to the sale price. This method may be used for any type of surplus property, regardless of value, but is used only for items valued at \$100,000 or more.

5. Donation - to a nonprofit organization. This method may be used for eligible surplus equipment, in accordance with Council Policy. It also may be used for other surplus property that is estimated to have little or no value. (See Section Below)
6. Scrap or Destroy – If property is determined to have only a scrap value, it may be held until a sufficient quantity exists to warrant sale to a scrap yard. If a department determines that an item has little or no value, the item may be discarded as trash or may be given to an outside organization. The benefiting organization may use the item, obtain the item for parts, recycle components, or scrap the item in an environmentally friendly method. Property will not be given directly or indirectly to employees unless purchased through a public auction. Notify the Finance Division to remove the item from the fixed asset system.
7. Dangerous or Hazardous Materials – Items that may be dangerous or hazardous may be disposed of without any public notice to expedite the removal of the items from City property. All disposals will be by an environmentally friendly method.

Minnesota State Statute [15.054](#) states that "property or materials owned by the state or a subdivision, except real property, and not needed for public purposes, may be sold to an employee of the state or the subdivision after reasonable public notice at public auction or by sealed bid if the employee is the highest responsible bidder and is not directly involved in the auction or sealed bid process." (See Appendix)

Sale at City Auction

Throughout the year the city collects items to be sold at an annual public auction. The listing and storing of those items must be coordinated through the public works director or designee or, for electronic equipment, through the IT manager.

A list of all items available for auction will be maintained by the public works director or designee. Prior to the auction, the public works director or designee will provide the auctioneer with a description and number of items to be sold and make arrangements for those items to be transported.

An employee from the city is present the day of the auction to ensure the integrity and accuracy of the auction. The auction house will forward a tabulation of the bids received along with payment. The information is reviewed by the public works director or designee and then the payment is forwarded to the finance department.

Vehicle Auction

The city participates in the county auctions for disposal of vehicles. In preparation for the auctions the city submits a request for the number of vehicles to be sold at each of the auctions held during the year. The designation of vehicles to be sold at each auction takes into consideration the need for spare vehicles during the summer months.

Prior to each auction the city supplies the county with a list of vehicles to be auctioned. The following information is supplied; vehicle, make, model, year, serial number, approximate mileage and proof of a clear title.

The week prior to the auction all vehicles are cleaned, and all markings and equipment are removed from the vehicles. The city marks vehicles with assigned numbers from the county and checks with administration to assure the vehicles are insured for transport. The day prior to the auction, the city delivers the vehicles to the auction site with all paperwork and titles; and registers

correct mileage on the titles and sales receipts.

On the day of the auction the city is required to, in order to participate in the auction, provide two employees; one to assist the auctioneer and a spotter/runner.

Shortly after the auction the county sends out a statement which breaks down the amount received for each vehicle auctioned and the amount of the commission kept by the county. A copy of this statement is sent to the finance department along with a finance provided fixed asset form indicating that the asset is no longer in the city's fleet.

Electronic Bidding

Cities have authority for the following procedures related to purchases and sales:

- 1) Reverse Auction Purchases—Minn. Stat. § 471.345, subd. 16
 - A city may contract to purchase supplies, materials and equipment (but not services), using an electronic purchasing process in which vendors compete to provide the supplies, materials, or equipment at the lowest price in an open and interactive environment.
- 2) Electronic Sales - Minn. Stat. [§ 471.345](#), subd. 17
 - MSS [§ 471.345](#) sub 17 states that “a city may contract to sell supplies, materials, and equipment which is surplus, obsolete, or used, using an electronic selling process in which purchasers compete to purchase the items at the highest purchase price in an open and interactive environment.”

Trade-ins

The City Council must approve the disposal of equipment via trade-in (put toward the purchase of new equipment), just as it approves a regular disposal. A trade-in offer may be requested from the vendors submitting quotes/bids on the new equipment. A trade-in may be utilized when the trade-in value is determined to be advantageous to the purchase price or a better value than other types of disposal. This approval can be done as part of the approval of the purchase of new equipment (if the purchase is over \$50,000). Even if the new purchase is under \$50,000 (and doesn't require Council approval), the trade-in disposal still must be approved by the Council.

Government to Government Sales

The City may transfer real and personal property to another governmental entity for nominal or no consideration and without following the process set out under “Proper Municipal Sale Contract” (item #3) above. Sealed bids or quotes are not required. Council approval of the disposal (item #1 above) is always required. Council approval of the terms of the disposal (item #2 above) is required only if consideration is over \$10,000. The council may approve both the disposal and disposal terms in one action. If there is no consideration or consideration is under \$10,000, the City Manager may approve the terms of the disposal.

Additional Disposal Information:

- As is
A donation of surplus equipment is made "as is" with no warranty, guarantee or representation of any kind, express or implied, as to the condition, utility, or usability of the surplus equipment offered. The surplus equipment may be defective and cannot be relied up for safety purposes. A copy of this policy must be provided to every nonprofit organization that requests a donation.

- Title
The city manager or designee shall cause any title or other ownership documents to be transferred to the receiving nonprofit organization at the time of transfer. Any fees required to transfer the surplus equipment are the responsibility of the nonprofit organization.
- Transportation
A requesting nonprofit organization must provide a detailed plan for transporting the surplus equipment from the city to the nonprofit organization. The receiving nonprofit organization
- Restrictions on Sale:
According to City code, no employee of the City who is a member of the administrative staff, department head, a member of the Council, or an advisor serving the City in a professional capacity may be a purchaser of property sold under this Section. Other City employees may be purchasers if they are not directly involved in the sale, if they are the highest responsible bidder, and if at least one (1) week's published or posted notice on the city website of sale is given. No public notice or posting is required for an electronic auction at a nationally recognized web site. The council may establish conditions on the sale of surplus property, such as a minimum sales price, to ensure that the city receives a fair price for the property
- Conflict of Interest
Any city employee or official who participates in the decision to donate surplus equipment must disclose any relationship with the requesting nonprofit organization, including volunteer work or financial contributions. The city manager, in consultation with the city attorney, may determine that an employee or official is disqualified from participating in the donation decision, based upon the level of the person's relationship with of the organization

Approval Authority

The following chart details the approvals required, depending upon the type of property and method of disposition.

Property type	Method of deposition	Estimated Value	Approval Needed	Notes
Eligible surplus equipment	Donation	Less than \$10,000	City manager	the City Manager may sell it either upon quotation or in the open market, in the discretion of the City Manager. If the surplus property is sold based upon quotation, the City Manager shall obtain, so far as practicable, at least two quotations which shall be kept on file for a period of at least one year after their receipt.
		\$10,000 or more	City council	If Surplus property is estimated to exceed \$25,000 but not to exceed the State Statute, the City Manager may sell the property upon sealed bids or by direct negotiation, by obtaining two or more quotations for the sale when possible. All quotations obtained shall be kept on file for a period of at least one year after their receipt.
	Other method	See "Other surplus property" below	See "Other surplus property" below	
Other surplus property	Sale to government entity for value	Less than \$100,000	City manager or delegate	
		\$100,000 or more	City council	
	Transfer to government entity for less than its value	Any value	City council	
	Sale to private entities or persons by other sale methods (bids, quotes, negotiated sale, auction) ¹	Less than \$25,000 Nominal or no value	IT manager or public works director	
		\$25,000-\$50,000	City manager	
		\$50,000 or more	City council	

¹ Sales by bids, quotes or negotiated sales are by the ordinary contracting process. Sales by auction are addressed below. City employees are prohibited from purchasing any surplus property; except that a city employee may purchase surplus city property sold at public auction or by sealed bids so long as the employee was not directly involved in the auction or sale process.

² The trade-in is a requirement in the purchase agreement for the new equipment. The method used to purchase and the authority to approve the purchase is determined by the estimated cost of the new equipment.

³ Recycling is preferred over disposal in landfills; hazardous materials must be disposed of as required by law.

³ Destruction may be appropriate if necessary, to protect the security of electronic data, or where the cost of securing the data exceeds the property's estimated value. Disposal as waste or recycling may be used where the costs of selling the property exceed the property's estimated value.

Donation Policy

Scope

This policy applies to all donations of surplus equipment to a nonprofit organization, regardless of the estimated value of the surplus equipment. For purposes of this policy, surplus equipment that is eligible for donation includes:

- equipment used by the public works department that is no longer needed by any city department and has minimal or no resale value
- cellular phones that are no longer needed by any city department and have minimal or no resale value; and
- emergency medical or firefighting equipment that is no longer needed by any city department and either does not meet industry standards for emergency medical services, police or fire departments or has minimal or no resale value.

To be eligible for a donation, a nonprofit organization must have been formed under section 501 (c)(3) of the Internal Revenue Code and must serve one or more of the following functions: cultural, historical, educational, safety, social services, environmental or economic.

Procedure

A proposed donation of surplus equipment may be initiated by a city department or by request of a nonprofit organization. The city manager must evaluate the proposal or request and make a preliminary decision whether donation is appropriate. If the manager determines that donation is appropriate, the availability of the surplus equipment for donation must be advertised on the city's website for at least 5 working days prior to a final decision being made, and nonprofit organizations that have requested to be notified of possible donations must be notified by email or other reasonable means. After considering all responses, the city manager must make a decision or recommendation to the city council, as appropriate to the manager's authority.

Authority

The city manager has authority to approve donations of surplus equipment with an estimated value of less than \$10,000. The city council must approve the donation of any surplus equipment with an estimated value of \$10,000 or more, by majority vote.

Prioritization of donations

If more than one nonprofit organization requests a donation for the same surplus equipment, the city shall consider factors it deems relevant, including how the surplus equipment will be used, whether the organization serves city residents, how the donation will serve the city's strategic goals, the extent to which the donation will serve the greatest number of people, and whether the organization has previously received a donation.

Travel Policy

Purpose and Scope

This Policy shall apply to all business trips by City employees, Mayor and Council, all Commission and Authority members, traveling in an official capacity for City business, the cost of which is borne in part or total by the City. It is the purpose of this policy statement to establish adequate internal controls to satisfy Internal Revenue Service (IRS) regulations, state laws, and to provide a framework to use as a guide to prescribe circumstances for which travel allowances will be authorized and to provide procedures for reimbursement. Reimbursements can only be claimed for accommodations and services utilized and when an expense is incurred. Travelers are expected to utilize the same care when incurring official expenses that a prudent person would utilize if traveling on personal business. The City will pay or reimburse travel costs. All persons conducting official City business are expected to show good judgment in the nature and amount of expenses incurred while conducting City business in accordance with this policy.

Travelers are encouraged to use their City assigned purchasing card for travel expenses other than meals. A City assigned purchasing card may NOT be utilized to pay for meal expenses requiring overnight travel but may be used for eligible meal expenses in the metro area. Per diem allowances based on Federal rates should be used for meals associated with overnight travel.

Responsibility and Travel Authorization:

City Employees

Travelers (employees and non-employees) are responsible to ensure that travel expenses are for valid City business-related purposes; are in accordance with City policies and procedures; and are a prudent use of public and City funds. Individuals traveling on City business are expected to choose the least costly method of transportation that meets the traveler's scheduling and business needs.

Travelers must substantiate and document all travel expenses in accordance with City policy and applicable federal and state laws. In circumstances where the City (via PCard, reimbursement, etc.) and a third party pay for the same travel expenses, the traveler must ensure that the duplicate reimbursement is returned to the City within 60 days of completion of travel.

Travel expenses must be approved by an authorized approver for reimbursement of travel expenses. Approvers are responsible for validating that all expenses: comply with City policy; are a prudent use of public and City funds; are appropriately documented; and are submitted and accounted for in a timely manner.

Budget Approval Departments shall request a training and travel budget that is submitted to the City Manager and included in the final budget that is adopted by the City Council. The City Manager is responsible for including a training and travel budget for elected officials within the final budget that is adopted by the City Council.

All expenses except those made directly by the City Manager will have two different approval signatures, one for first level approval and one for second level approval. All second level approvals must be made by a supervisor. Expense reimbursements to all employees (including directors and the City Manager) must be approved by an employee in a supervisory level above the employee requesting reimbursement. No employee may approve their own expenditures. The Mayor or City Attorney must approve the expense reimbursements for the City Manager.

Advances

Advances are considered an exception and should be submitted to Finance with a reason for the advance and the approval of the supervisor and department director. All advances will require a travel expense form to be completed and approved after the travel has been completed. (The use of a City Purchase Card is encouraged when possible.)

Elected Official Travel

Elected Official Travel

The City recognizes that its elected officials may at times receive value from traveling within the state or out of state for workshops, conferences, events, and other assignments. To manage budget resources and provide equal opportunities for all members of Council to participate in learning opportunities the following statements set forth the conditions for elected official travel.

Out-of-State Travel

The Mayor/Mayor Pro Tem and three Council Members (alternating) have the opportunity to travel out-of-state (domestically) one time annually, pending Council's approval. This approach would allow for the Mayor/Mayor Pro Tem to travel up to four times per term and Council Members to travel two times per term. If necessary, and if approved by Council, additional out-of-state travel could be approved for the Mayor/Mayor Pro Tem or Council members using unused Council travel budget resources or other funding resources (e.g. EDA, Administration budget, etc.) Expenses for out-of-state travel are encouraged to not exceed \$2500.

In-State Travel

Travel for League of Minnesota Cities Newly Elected Official training would be available for all new Council Members. As resources allow, and if approved by Council, the Mayor and Council Members can request to travel to in-state conferences annually.

The statements below set forth the conditions under which travel by elected officials will be reimbursed by the City.

- The event, workshop, conference or assignment must be approved in advance by the City Council at an open meeting and must include an estimate of the cost of travel, description of the public purpose and expected benefit.
- Upon returning from an event, workshop, conference or assignment the elected official will make a public presentation on key learnings within 45 days.
- No reimbursements will be made for attendance at events sponsored by or affiliated with political parties.
- Travel costs will be reimbursed in accordance with the Travel Costs section of this policy.
- Requests for reimbursement must be submitted with appropriate receipts on a signed travel expense form to the Finance Department for review and payment.

- Elected officials appointed to serve on a National League of Cities Policy or Steering Committee will be allowed to attend both the Congressional City Conference and the Congress of Cities.
- When feasible, a city vehicle should be considered for in-state transportation needs.

Extending Business Travel with Personal Travel

When a Traveler combines personal and business travel, reimbursable expenses will cease to accrue as of the expected return date and time. The City will reimburse the Traveler only for the documented expenses that are directly related to the business portion of the trip. Excess travel time and activities not required for the business trip purpose shall be at the Traveler's own expense.

Transportation

The most economical mode and class of transportation reasonably consistent with scheduling needs and cargo space requirements must be used, using the most direct and time-efficient route. Government and group rates must be used when available.

Air Transportation

- The cost of airline tickets will be reimbursed or paid for when traveling on City business. It is expected that city officials will travel by coach or economy class.
- Travel by air is limited to the lowest, non-refundable, coach/economy class fare available at time of booking. Travelers may select their seat to another seat within coach/economy (exit row, aisle seats or "extra leg room") on any flight, when no other coach/economy seats are available, or it better meets the traveler's needs.
- When the total flight time, excluding layovers, from departure to arrival is 8 or more hours (including connecting domestic legs), travelers may, with preapproval from their unit, upgrade from coach to the next most economical class of travel over coach (business class in most cases, first class in cases where business class is not offered).
- Travelers may not travel using a private plane or non-approved air charter unless the City Risk Management Office grants an exception in advance of the travel. If the traveler does not obtain an exception, the City will not reimburse the unapproved transportation expenses.
- Employees are prohibited from piloting personal or leased aircrafts while on City business travel. If they choose to do so, the City will not consider the traveler to be acting in an official capacity of the City nor will the City reimburse the traveler for any related expenses.
- It is recommended that no more than 20 City staff, or Regents fly on the same plane at the same time.

Airport Parking / Baggage

- Long-term parking must be used for travel exceeding 24-hours. The maximum reimbursement rate, regardless of where you park, is the long-term parking lot parking rate at the airport they are flying out of.
- Parking at the destination hotel or business site is reimbursable and limited to the lowest daily rate
- Baggage fees is reimbursable
- Valet parking is not reimbursable

Accrual and Use of Frequent Flyer Miles

- In accordance with Minnesota State Statute, 15.435, frequent flyer miles or any other benefit issued by an airline must accrue to the benefit of the City whenever City funds are used to pay for airline travel, regardless of the origination of those funds (e.g., from state or federal grants, contracts, or appropriations, or private donors.) City employees may not use these miles for their personal travel.
- City employees, rather than departments, are responsible for tracking miles earned with City funds, and providing records of such tracking upon request. When they have accumulated enough frequent flyer miles to earn free travel, employees must use the miles for City travel.

Automobile

Automobile mileage will be reimbursed at Internal Revenue Service rates presently in effect (see www.irs.gov) *These rates are designed to compensate the driver for gasoline, insurance, maintenance and other expenses associated with operating the vehicle. This amount does not include bridge and road tolls, which are reimbursable. Damage to a traveler's personal auto is the responsibility of that individual or his/her insurance company.

- **City Vehicle:** When traveling in a City vehicle, the Traveler should use a City assigned purchasing card for fuel expenses or one's own credit card if a City purchasing card is not available. Due to potential liability considerations, transportation of family members not on official City business is prohibited in City vehicles.
- **Personal Vehicle:** When personal vehicles are used as a mode of transportation for travel within the five-state region (Minnesota, North Dakota, South Dakota, Wisconsin, and Iowa), reimbursement will be made at the mileage or allowance rate in effect at the date of travel. Payment of mileage will be based on the most direct route from the point of departure to the point of destination. Please refer to the City's Mileage Policy. The City is not responsible for damage to one's personal vehicles while on official business, as the Traveler's vehicle is not covered by the City's insurance coverage. The Traveler must maintain appropriate insurance when using personal vehicle for business travel.
- **Car Rental:** The traveler must have approval for a rental car, as described above, in order to be reimbursed for rental car parking. Rental rates that are equal or less than those available through the State shall be considered the most economical and reasonable for purposes of reimbursement under this policy.
 - No personal use of car rental is allowed to be claimed.
 - The City's automobile insurance coverage applies to rental vehicles. Under normal circumstances, should a rental car be damaged while being used for business purposes, the City will defend and indemnify the Traveler against any claims made by the rental company for damage to the rental car.
 - Minnesota law requires one's personal insurance company to provide coverage when the rental car is being used for personal activities in most instances.
 - Car rental insurance will not be reimbursed by the City. If car rental insurance is purchased, it would be at the Employee's personal expense.
 - Fuel for a car is reimbursable, however, fuel pre-payment is not allowed and will not be reimbursed.
- **Taxis/Shuttles.** The cost of taxis, shuttles or rideshares (Uber, Lyft, Micro mobility, etc.) fares may be reimbursed.

Documentation: Itemized receipt from rental agency and payment documentation, if not shown on the receipt. Fuel receipts must be submitted. Receipts for parking and other transportation must be submitted.

Parking Fees

If the traveler uses a vehicle on official city business and is reimbursed for mileage, parking charges may be reimbursed as an incidental expense. Maximum per park with receipt will be the actual expense.

*Travel Reimbursements must be submitted within 60 days of the expense.

Lodging

Hotel or Motel expenses will be reimbursed or paid for when travel on official City business reasonably requires an overnight stay. Lodging fees associated with trips for training or business that are longer than one day and are outside the Twin Cities Metro Area associated with a single occupancy rate. Lodging reimbursement requests must be accompanied by a lodging receipt from the hotel, motel, or other commercial lodging establishment.

- Conferences/Meetings. If such lodging is in connection with a conference, lodging expenses must not exceed the group rate published by the conference sponsor for the meeting in question if such rates are available at the time of booking.
- Other Lodging. An employee will always stay at a facility that is reasonably priced and request government or corporate rates. The employee must stay at a licensed lodging facility and cannot be reimbursed for staying at a non-licensed lodging facility. In situations where a non-conference domestic lodging rate falls outside of the City guidelines, the traveler must obtain pre-approval from the appropriate authorized approver by completing the Request for Lodging Exception form. If the traveler does not obtain prior approval, the supervisor/manager may deduct the overage from the reimbursement request.

Meals and Incidental Expenses

The per diem allowance is a daily payment for meals and related incidental expenses when overnight travel accommodations are necessary, in accordance with published federal per diem rates instead of receipt-based reimbursement. The City intends for its Travelers to pay for meals, tips and service charges using the current per diem schedules as set by the federal government. These schedules can be found at: <https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup> (M&IE column). The Traveler may claim an amount not to exceed the allowable per diem rate in accordance with the Standard Federal Per Diem Rate Schedule in effect at the time of travel as published by the U.S. General Services Administration (GSA). The per diem allowance is separate from lodging, transportation, and other miscellaneous expenses. The per diem allowance covers all charges, including taxes and service charges where applicable for:

1. Meals including expenses for breakfast, lunch, dinner, and related taxes (specifically excluded are alcoholic beverage and entertainment expenses, and any expenses incurred for other persons) and

2. Incidental expenses, including:

- a. Fees and tips given to wait staff, baggage carriers, maids, and
- b. Transportation and tips between places of lodging or business and places where meals are taken, if suitable meals can't be obtained at site.

Meals for which the City pays directly, such as meals included in a conference registration fee or as part of airfare, or hotel costs, must be excluded from per diem and will not be further reimbursed. The Traveler must note on the expense claim if a meal is included in the cost of the travel fare, conference fee, or hotel lodging. If a lodging facility provides a hot breakfast, the breakfast allowance is excluded from the per diem amount. This provision does not apply to "continental breakfast". When the Traveler receives a meal at no cost, the Traveler is not eligible to be reimbursed for that meal and that meal allowance must not be included in the combined total. On "travel days", defined as the first and last day of travel (departure and return), per diem amount equals 75% of total M&IE regardless of departure time. Reimbursement may be allowed if the Traveler has special dietary needs that cannot be accommodated by the available meal options included in the conference registration or event programming. The Department Head reviews the circumstances and determines when reimbursement is warranted.

If actual expenses exceed the applicable per diem rate, the excess amount is a personal expense of the Traveler. If actual expenses are less than the per diem rate, the Traveler is not required to refund the difference to the City.

If Traveler travels on a conference day, Traveler is allowed the full per diem regardless of departure time.

Travelers should NOT submit receipts for any meal purchases when requesting overnight travel reimbursements. A City assigned purchasing card may NOT be utilized to pay for meal expenses requiring overnight travel.

Documentation: Receipts are not required for M&IE

Example 1: Traveler travels to Orlando, FL for a 3-day conference and travels the day before and after the conference. Lunch is provided for all 3 days. Below is the per diem breakdown for Orlando based on the GSA schedule:

Primary Destination	County	M&IE Total	Continental Breakfast/ Breakfast	Lunch	Dinner	Incidental Expenses	First & Last Day of Travel
Orlando	Orange	\$59	\$13	\$15	\$26	\$5	\$44.25

Traveler's allowed per diem per day for days 2-4 is \$44:

\$59 M&IE Total
 \$15 Lunch
 \$44 Allowed per diem per day

Since lunch is provided, lunch allowance is deducted from the total and Traveler is allowed \$44 per day for days 2-4. On travel days, day 1 & day 5, the Traveler is allowed \$44.25 per day as found on the schedule.

Other Expenses

- Conference, seminar or convention registration fees may be pre-paid once approval is received from the Department Head.
- Other expenses such as fees for social events, activities and tour opportunities during the conference are reviewed on a case-by-case basis. The Department Head will determine if reimbursement is warranted.
- In unique instances involving lost luggage, Traveler may need to purchase clothing and toiletries for the duration of their travel. The Department Head will review and determine if additional costs are reimbursable.

International Travel

For domestic travel purposes, the IRS definition of the United States includes the 50 states and the District of Columbia. The purpose of travel outside the United States for City business must be unquestionably professional in content and should only be considered if a similar meeting, conference, or training of similar quality cannot be found within the continental limits of the United States.

The per diem rates when traveling abroad are determined by the US Department of State and can be found at https://aoprals.state.gov/web920/per_diem.asp.

For foreign travel, all reimbursable expenses that were not paid using a credit card or US currency must be converted to US currency before listing them on the travel expense claim.

City Reimbursement of Travel Costs that do not Require Overnight Travel

Travel plans involving expenses that do not require overnight travel accommodations will be reimbursed based on actual cost substantiated by appropriate receipts. This includes training or meetings within the metro area.

Non-Reimbursable Expenses

Examples of non-reimbursable personal expenses include, but are not limited to:

1. The personal portion of any trip;
2. Political fundraising or charitable contributions or events;
3. Family expenses, including partner's expenses when accompanying a city official on City related business, as well as children- or pet-related expenses;
4. Entertainment expenses, including theater, movies (either in-room or at the theater), sporting events, travel gym, massage and/or golf related expenses, other cultural events or personal reading material;
5. Alcohol/personal bar expenses;
6. Non-mileage personal automobile expenses, including repairs, traffic citations, insurance or gasoline; and
7. Personal losses incurred while on City business, such as clothing and personal effects.

Documentation

All employees are required to provide the following documentation for all expenditures: (Unless following Per Diem)

- Itemized receipt
- Purpose for the expense
- In addition, if the expense is meeting-related:
 - o Specify attendee and employee or non-employee
 - o Relationship of non-employee to the meeting
 - o Reason that the meeting was not possible during business hours, if applicable

Violation of the Travel Policy

Use of public resources or falsifying expense reports in violation of this policy may result in any or all of the following:

1. Loss of reimbursement privileges,
2. Demand for restitution to the City,
3. Disciplinary action,
4. Civil penalties of up to \$1,000 per day and three times the value of the resources used, and
5. Prosecution for misuse of public resources.

Mileage Reimbursement Policy

Purpose and Scope:

The purpose of this policy is to define the terms and conditions under which the City will reimburse employees when using their personal vehicles while engaged in City business. The City encourages the use of city vehicles whenever possible. This policy shall also apply to elected officials and board/commission members, but only when traveling outside of the seven-county metro area while engaged in City business.

Policy

Employees using their personal vehicles while engaged in City business are entitled to reimbursement for the lesser of ;1) miles actually driven to and from a meeting, training, or temporary work location; or 2) the miles that would have been driven had the employee traveled directly from and returned directly to their City workspace. Mileage Reimbursement is not applicable to any employee receiving a monthly car allowance.

The business mileage reimbursement is clarified in the following two examples:

- An employee is attending an all-day training session that is 15 miles from his or her workspace at Community Center but only 10 miles from his or her home. The employee opts to drive directly from home to the training and directly back home at the end of the day, without going to his or her workspace at Community Center. This employee would be eligible for reimbursement for 20 miles total (10 miles each way). Another employee who is based at Community Center lives 25 miles from the training and also drives directly from home to the training and back again. This employee would be reimbursed for 30 miles total (15 miles each way), because the distances from Community Center to the training is the lesser of the two amounts. The principle is that the City will not reimburse more than the actual miles driven, nor will it reimburse more than the mileage from Community Center to the event simply because an employee happens to live further out.
- A second example would be an employee traveling from home to his or her regular workplace at City hall and then leaving mid-day to attend a work-related function 12 miles away in Minneapolis. The employee then drives directly home after the function, which is a distance of 15 miles. This employee would be eligible for reimbursement for a total of 24 miles – the actual miles traveled to the event and an equivalent amount back, because that is the lesser of the distance back to City hall and the distance to their home.

Procedure

1. Employees seeking mileage reimbursement are responsible for submitting a mileage reimbursement form within 60 days. This mileage reimbursement claim form is required for federal accountability requirements and allows the reimbursement to be nontaxable to the employee.
2. The supervisor is responsible for reviewing mileage reimbursement claim forms for accuracy prior to approving in a timely manner.
3. Mileage reimbursement rates are set by the City of Brooklyn Park to coincide with the standard rate at the time of travel allowed by the IRS which changes annually.
4. The mileage reimbursement is cut by Accounts Payable and sent to the employee.

DRAFT

Procedure	Brooklyn Park Current	Proposed change	Comments
Policies			
1	General Purchasing Policy	Change in the lay out of the Manual : The Purchasing Policy did not have a purpose, policy, and high level procedures.	p.7
2	Public Purpose Policy (PPE)	1)Any expenditure for meals or refreshments that exceeds \$250 for one event must have prior, written authorization by the Department Head, before the purchase is made. Any expenditure for meals or refreshments that exceeds \$500 for one event must have prior, written authorization by the City Manager, before the purchase is made. 2)Documentation, 3)Prohibited Expenditures 4) Special requests	p.9-12
3	PPE - Other Permitted Expenditures	Removed reference to Paid on-call firefighters awards	p.10
4	PPE - Other Permitted Expenditures	Employee training a. Registration, and travel expenses for conferences, seminars, workshops, tuition and approved City employment-related course work in accordance with City of Brooklyn Park Employee handbook is allowed.---	p.11
5	Budget Controls	Removed Dollar Amounts and line item requirements	p.13
6	Emergency Purchases	Occasions may arise due to emergencies where the normal bidding or RFP process cannot be followed. In those cases where the purchase exceeds \$25,000, Council approval must be obtained prior to payment. Change policy from 25k to 50k. Due to this having requirements in which deems a disaster, increasing this to 50k would allow us to still be protected	p.13
7	People of Color & Women Owned Business Development	The City of Brooklyn Park contracts for and procures a wide variety of goods and services. Minority and Women-Owned Businesses are encouraged to respond to requests for bids and proposals directly as prime contractors. The City will also recognize The Central Certification (CERT) Program; which is a small business certification program recognized in addition by Hennepin County, Ramsey County, the City of Minneapolis and the City of Saint Paul. The CERT Program includes certification for Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), and Small Business Enterprise (SBE).	p.14
8	Approved Signers	Only supervisors will have second level approval authority	p.17
9	Electronic Signatures	Signature Methods The City of Brooklyn Park will also accept e-signatures that have been authenticated by a digital software, such as DocuSign and Adobe Sign, when it includes the date and time of the signature, an authentication code, and is attributable to the person intending to sign the document. The City of Brooklyn Park accepts handwritten signatures on faxed or scanned documents and considers them to be e-signatures and are acceptable for procurement purposes.	p.17
10	Petty Cash	The petty cash fund is used for expenditures made on behalf of the city for goods up to (\$50.00). Change Policy to \$20.00	p.17
11	Contracts	Former State Statute was 150k Changed and Updated Policy to reference the state Statute.	p.19
12	Standard Professional Services Agreement	Added: A "Standard Professional Services Agreement" will be used for all professional service contracts. The Standard Professional Services Agreement outlines consultant obligations including insurance and liability coverage requirements, audit disclosure, subcontractors, and termination processes. This contract will be used for all professional service agreements.	p.21
13	Contracts	Should be Shared with Finance	p.24
14	Sole Source Purchases	1) Changed the Sole Source limit from 25k to 50k for the City Manager, and Council review for 50k and over. 2) Added examples of what Sole Source purchases that can be made.	p.25
15	Withholding Certificates (IC134)	No state agency or local unit of government can make final payment to a contractor until the Department of Revenue has certified that the contractor and any subcontractor have fulfilled the requirements of Minnesota withholding tax laws. If you are a prime contractor, a contractor or a subcontractor who did work on a project for the state of Minnesota or any of its local government subdivisions — such as a county, city or school district — you must submit a Contractor Affidavit to the Department of Revenue to receive a certificate of compliance.	p.26
16	Retainage	A City of Brooklyn park will reserve an amount as retainage from any progress payment on a public contract for a public improvement. The amount may not exceed 5 percent of the payment. The city may reduce the amount of the retainage and may eliminate retainage on any monthly contract payment if the work progresses satisfactorily.	p.27
17	Prompt Payment To Subcontractors	City contracts that involve a prime contractor must require the prime contractor to pay subcontractors within ten days of the prime contractor's receipt of payment from the city for undisputed services provided by the subcontractor. The contract must require the prime contractor to pay interest of 1.5 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time.	p.27
18	Performance and Payment Bonds	For contracts in excess of the State Statute MSS 471.345 that include labor (ex. road construction and the purchase and installation of playground equipment) a performance and payment bond in an amount not less than the contract price is required from the vendor. The required performance bond benefits the city by ensuring that the work is completed according to the terms of the contract, while the required payment bond benefits subcontractors and people who provide labor and materials, by seeing that their claims for labor and materials are paid. 18 When the public work contract is let, the amount of the bond needs to be equal to the contract price. If the contract price increases due to change orders, unforeseen conditions, cost overruns or any other reason after the contract is signed, the City Council has the option of increasing the amount of the contractor's bond. Consideration may be given for the percentage of the contract that is complete in relation to the contractor's bond and the increase in the contract price. Additional Information on Performance and Payment Bonds (Contractor's Bond) is available in the state statutes below 18 See Public Contractors' Performance and Payment Bond Act, Minn. Stat. §§ 574.26-.32.	p.27
19	Debarment and Suspension	Added Language around Suspension and Debarment	p.29
20	City Manager Limit	If the proposed contract is anticipated to exceed \$10,000, but less than \$25,000, the City Manager must sign the contract on behalf of the City. Change Policy to increase the limit from 25k to 50k	p.31

Procedure	Brooklyn Park Current	Proposed change	Comments	
Policies				
21	Department Heads Limit	If the proposed contract amount is less than \$10,000, the responsible department head may sign the contract on behalf of the City	Change Policy to increase the limit from 10k to 25k	p.31
22	Asset Disposal		1) Added Asset Disposal Policy 2) Types of Disposals (Ex. Donations to non-profits, Online Auctions, Scrap or Destroy, Dangerous or Hazardous Materials)	p.37
23	Travel Policy		1) Purpose and Scope 2) Elaborated on the Travel Policy for further clarification and examples 3) Added the Non-Reimbursables Expenses Section 4) Expanded International Travel 5) Frequent Flyer Miles 6) Expanded on Transportation/Lodging 7) Expanded on Meals and Incidental Expenses and provided examples 8) Added Other Expenses Section which addresses things such as Lost luggage, registration fees 9) Documentation 10) Violation of This policy	p.44
24	Airport Parking / Baggage		Long-term parking must be used for travel exceeding 24-hours. The maximum reimbursement rate, regardless of where you park, is the economy lot parking rate at the airport they are flying out of. The City will reimburse employees traveling on city business for 1 bag, unless the airline offers a free checked back with the airfare. Gratuities of up to 15 percent will be reimbursed.	p.46
25	Parking Fees		If the traveler uses a vehicle on official city business and is reimbursed for mileage, parking charges may be reimbursed as an incidental expense. Maximum per park with receipt will be the actual expense. *Travel Reimbursements must be submitted within 30 days of the expense.	p.48
26	International Travel		International Travel For domestic travel purposes, the IRS definition of the United States includes the 50 states and the District of Columbia. The purpose of travel outside the United States for City business must be unquestionably professional in content and should only be considered if a similar meeting, conference, or training of similar quality cannot be found within the continental limits of the United States. The per diem rates when traveling abroad are determined by the US Department of State and can be found at https://aoprals.state.gov/web920/per_diem.asp . For foreign travel, all reimbursable expenses that were not paid using a credit card or US currency must be converted to US currency before listing them on the travel expense claim.	p.50
27	Mileage Reimbursement Policy		New Policy ,and Expanded on examples	p.52
28	Policy and Procedures		Updated Policy and Procedures based on current policies and procedures. (Example. Removed references from HTE, Purchase Orders, etc.)	
29	Procurement Standards		Incorporated Procurement Standards into the policy.	Approved by council in 2017. p.28- p.29
30	Links to Minnesota State Statutes		Adding Links for ease of researching data	

City of Brooklyn Park Request for Council Action

Agenda Item:	7.4	Meeting Date:	December 9, 2019
Agenda Section:	General Action Items	Originating Department:	Operations and Maintenance and Community Development
Resolution:	N/A	Prepared By:	Jesse Struve, City Engineer
Ordinance:	N/A		
Attachments:	2	Presented By:	Jesse Struve, City Engineer Dan Ruiz, Director of O&M
Item:	Approve a Pilot Speed Limit Change on 93 rd Avenue from Zane Avenue to Regent Avenue Lowering the Speed Limit from 50 mph to 40 mph		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2019-_____ APPROVING A PILOT SPEED LIMIT CHANGE ON 93RD AVENUE BETWEEN ZANE AVENUE AND REGENT AVENUE LOWERING THE SPEED LIMIT FROM 50 MPH TO 40 MPH.

Overview:

93rd Avenue is a main east/west route that extends from the Osseo / Maple Grove Border to east of Noble Parkway within the city. It is a Hennepin County road (County Highway 30) from the western border of the city to Zane Avenue and a city road from Zane Avenue to Noble Parkway. The city portion of 93rd Avenue includes two segments of different character. The segment from Zane Avenue to Regent Avenue is currently a two-lane rural type roadway with no curb and gutter, wide paved shoulders, and a posted 50 mph speed limit. The segment from Regent Avenue to Noble Parkway is currently a two-lane urban facility with curb and gutter and sidewalks along both sides with a posted 30 mph speed limit.

The City Council requested a review of 93rd Avenue, from Zane Avenue to Regent Avenue, as part of recent development proposals. Concerns have been raised regarding the design, lack of pedestrian facilities, and speed. In 2019, the Minnesota State Legislature passed MN State Statute 169.14 Subd. 5H, which allows local governments to establish their own speed limits on local roads (see attached) after adopting their own procedures to set new speed limits.

Staff recommends implementing a pilot speed limit reduction on 93rd Avenue from Zane Avenue to Regent Avenue. The proposed study would be to lower the speed limit from 50 mph to 40 mph, allow drivers to adjust to the lower posted speed limit, and then next spring staff will perform another speed study to see if just lowering the posted limit has any effect on drivers' behaviors. Then shortly after the speed study next spring, the Police Department will take part in enforcement of the posted speed limit. Finally, another speed study will analyze how enforcement affects drivers' behaviors. Unfortunately, the speed studies need to occur outside of winter conditions.

In the interim, staff will work with other agencies to develop a process to evaluate requested speed limit changes moving forward. The pilot speed study on 93rd Avenue will assist in creating this process by providing data as to how different measures affect drivers' behaviors. Because we will be working with several agencies, we don't know how long it will take to finalize the process, but we anticipate being completed by fall 2020.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues:

The pilot study would require two speed limit signs to be replaced and will cost approximately \$500 to replace.

Attachments:

7.4A RESOLUTION

7.4B MN STATE STATUTE 169.14 SUBD. 5H

RESOLUTION #2019-

RESOLUTION APPROVING A PILOT SPEED LIMIT CHANGE ON 93RD AVENUE
BETWEEN ZANE AVENUE AND REGENT AVENUE FROM 50 MPH TO 40 MPH

WHEREAS, 93RD Avenue North between Zane Avenue and Regent Avenue has had several developments in the corridor; and

WHEREAS, residents in this area have expressed a desire to reduce the speed limit in this area; and

WHEREAS, staff is recommending a pilot study for reducing the speed limit; and

WHEREAS, the Minnesota Legislature passed MN State Statute 169.14 Subd. 5h, which allows cities to establish speed limits for city streets.

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

The City of Brooklyn Park approves a pilot speed limit change on 93rd Avenue from Zane Avenue to Regent Avenue lowering the speed limit from 50 mph to 40 mph.

Subd. 5h. Speed limits on city streets. A city may establish speed limits for city streets under the city's jurisdiction other than the limits provided in subdivision 2 without conducting an engineering and traffic investigation. This subdivision does not apply to town roads, county highways, or trunk highways in the city. A city that establishes speed limits pursuant to this section must implement speed limit changes in a consistent and understandable manner. The city must erect appropriate signs to display the speed limit. A city that uses the authority under this subdivision must develop procedures to set speed limits based on the city's safety, engineering, and traffic analysis. At a minimum, the safety, engineering, and traffic analysis must consider national urban speed limit guidance and studies, local traffic crashes, and methods to effectively communicate the change to the public.

City of Brooklyn Park Request for Council Action

Agenda Item:	7.5	Meeting Date:	December 9, 2019
Agenda Section:	General Action	Originating Department:	Operations and Maintenance
Resolution:	X	Prepared By:	Jon Watson, Public Utilities Superintendent Dan Ruiz, O&M Director
Ordinance:	N/A		
Attachments:	2	Presented By:	Dan Ruiz, O&M Director
Item:	Authorize Amending the Agreement with KLM Engineering Inc. for Engineering Services for the Noble Water Tower Rehabilitation Project		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2019-_____ TO AUTHORIZE AMENDING THE AGREEMENT WITH KLM ENGINEERING INC. FOR ENGINEERING SERVICES FOR THE NOBLE WATER TOWER REHABILITATION PROJECT.

Overview:

This request is for authorization to amend the existing agreement with KLM Engineering to pay for inspection work to date and authorize continuing inspection work on the Noble water tower repainting project. Work repainting the tower has progressed throughout the year; however, the project is behind schedule due to means/methods undertaken by the contractor, time extension granted to the contractor, and difficult weather conditions. Also, early in the project, the KLM inspector had to work closely with the contractor's crew so that the finished work would meet specifications.

KLM was one of three companies that submitted professional services proposals for inspection work as part of this project and was awarded a contract for this work. The inspection work was not a specified bid to complete inspections, but instead was a proposal for the estimated time to complete inspections based on their experience with painting contractors. If the work was done quicker than expected, the city would pay less. If the work took longer than expected, the city would pay more.

O&M staff met with KLM to discuss this project and other projects that KLM was working on. KLM worked with various communities this year on approximately 25 water tower painting projects. All of these projects except the Brooklyn Park project were completed on time and on budget, within the estimated hours for inspection. All of these projects were completed by a different painting contractor than the city is using for the Noble water tower.

Given these facts, the inspection work performed by KLM Engineering has been especially important. The Inspector's duties have included monitoring and documentation of structural repairs, surface preparation, painting applications, and weather conditions. The proposed additional work amounts to an additional \$65,000.00 to KLM's contract. This inspection time is essential to ensure the project is completed correctly.

As part of the painting contract with TMI Coatings, Inc.(TMI), they were required to complete the water tower painting project by October 15, 2019. According to Article 13 of the contract,

- "Liquidated damages in the amount of \$500 will be deducted from any monies due the contractor for each and every calendar day that the work remains uncompleted beyond the completion date as specified or amended during the course of the project"
- "In addition, the contract shall pay the inspector's hours, travel, and subsistence for all inspection work required by the engineer or owner past the completion date. The owner will deduct liquidated damages from additional inspection from any monies due the contractor"

The project was not done by October 15th, so the city notified the painting contractor, TMI, that liquidated damages started October 16th and this money would be subtracted from their contract to cover the additional inspection expenses.

Liquidated damages for 2019 are estimated at \$40,000 and are anticipated to reach \$65,000, which would cover the additional \$65,000 for inspections.

Primary issues/alternatives to consider:

- This contract is not a bid but a professional services agreement.
- The means & methods of the contractor, extension of contract time, and unfavorable weather cannot be blamed on KLM Engineering. Their contract specifically holds them harmless for such events.
- The Council has the following alternatives to consider:
 1. Approve the agreement as recommended.
 2. Approve payment for completed inspections & terminate contract.
 3. Reject the agreement amendment and dispute the Consultant's fee.

Staff recommends approval of the agreement because it is necessary to continue diligent inspection and validation of the project.

Budgetary/Fiscal Issues:

The estimated cost of additional project inspection work was originally estimated to be \$85,000, but staff has identified ways to reduce the cost to \$65,000.00; therefore, the overall total fee will be held to \$149,000.00. This amounts to a ratio of 10% of the cost for the tower rehabilitation project, which is consistent with other similar rehabilitation projects.

Per the painting contract, liquidated damages may be charged to cover additional inspection costs. Every effort will be made to recoup these additional costs by charging liquidated damages onto the contract with the general contractor, TMI Coatings. Liquidated damages to date are approximately \$40,000 and are anticipated to reach \$65,000, which would cover the additional \$65,000 for inspections. The overall engineering costs can be accommodated in the 2019-2020 Water Utility Fund budget.

Attachments:

7.5A RESOLUTION

7.5B PROPOSED AGREEMENT AMENDMENT

RESOLUTION #2019-

RESOLUTION TO AUTHORIZE AMENDING THE AGREEMENT
WITH KLM ENGINEERING INC. FOR ENGINEERING SERVICES
FOR THE NOBLE WATER TOWER REHABILITATION PROJECT

WHEREAS, it is important to keep the utility system at a good level of service; and

WHEREAS, the project was identified in the 2018-2022 Capital Improvement Plan as project #300118;
and

WHEREAS, KLM Engineering Inc. was selected and conducts this type of engineering work; and

WHEREAS, the water tower rehabilitation project was authorized and is underway; and

WHEREAS, the duration of the project is taking longer than expected; and

WHEREAS, KLM Engineering Inc. has submitted an agreement amendment proposal to the City for the additional engineering inspection work; and

WHEREAS, liquidated damages may be charged to cover additional inspection costs and every effort will be made to recoup these additional costs by charging liquidated damages onto the contract with the general contractor, TMI Coatings; and

WHEREAS, liquidated damages to date are approximately \$40,000 and are anticipated to reach \$65,000, which would cover the additional \$65,000 for inspections; and

WHEREAS, the recommended proposal can be accommodated in the 2019-2020 Water Utility Fund Budget.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park to authorize the Mayor and City Manager to amend the agreement with KLM Engineering Inc. for engineering services for the additional work on the Noble Water Tower Rehabilitation Project in the amount of \$65,000.00.

October 23, 2019

By Email Only

Mr. Jon Watson, P.E.
Public Utilities Superintendent
City Brooklyn Park
5200 85th Avenue North
Brooklyn Park, Minnesota 55443-4301

**RE: Proposal to Amend the Contract for Construction Management and Inspection Hours
on the Noble Tower Reconditioning Project. KLM Project Number: MN3440**

Dear Mr. Watson:

Based on the production rates and time extension during the reconditioning of the Noble Tower, KLM is requesting additional hours that are required to perform quality assurance during surface preparation and coating application. This quality assurance is vital for a successful project to meet the city's expectations. KLM's goal is to protect the city's asset by delivering a product that will protect the tower for 20 plus years of service.

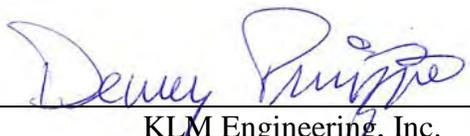
The estimated timeframe for completing this project is June 2020. This not to exceed free for additional services is \$65,000.00. This agreement, between the City of Brooklyn Park and KLM Engineering, Inc. of Woodbury, Minnesota is accepted by:

City of Brooklyn Park, Minnesota
City Mayor

City of Brooklyn Park, Minnesota
City Manager

Date

Date



KLM Engineering, Inc.
VP of Business Development

October 23, 2019
Date

City of Brooklyn Park Request for Council Action

Agenda Item:	7.6	Meeting Date:	December 9, 2019
Agenda Section:	General Action Items	Originating Department:	Operations and Maintenance - Engineering Services Division
Resolution:	X	Prepared By:	Jeff Holstein, P.E., P.T.O.E. City Transportation Engineer
Ordinance:	N/A		
Attachments:	3	Presented By:	Jesse Struve, City Engineer
Item:	Approve Cooperative Construction Agreement No. 1034529 with the Minnesota Department of Transportation for the TH 169/101 st Avenue Interchange Project, CIP 4042-19		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2019-____ APPROVING COOPERATIVE CONSTRUCTION AGREEMENT NO. 1034529 WITH THE MINNESOTA DEPARTMENT OF TRANSPORTATION FOR THE TH 169/101ST AVENUE INTERCHANGE PROJECT, CIP 4042-19.

Overview:

The construction of the TH 169 / 101st Avenue Interchange Project is estimated to cost approximately \$29.7 million. The City has applied for and been awarded four funding grants totaling \$22.5 million. One of these grants (Transportation Economic Development) consists of \$10 million in state funds. The city has also requested, and the Minnesota Department of Transportation (MnDOT) has agreed, to provide construction engineering for the project at an estimated benefit of \$1.4 million.

MnDOT has prepared Agreement No. 1034529 documenting the responsibilities of the City and MnDOT relative to the interchange construction, operations, maintenance, right of way, TED funding and construction engineering. The City Attorney, the city's consultant (SRF Consulting Group, Inc.) and staff reviewed the agreement and find it to be reasonable and acceptable. Staff recommends City Council approval of Cooperative Construction Agreement No. 1034529 with the Minnesota Department of Transportation for the TH 169 / 101st Avenue Interchange Project.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues:

Project No. 4042-19 is included in the City's 2019-2023 Capital Improvement Plan. Funding is planned to come from the City's EDA, special assessments and grants.

Attachments:

- 7.6A RESOLUTION
- 7.6B LOCATION MAP
- 7.6C AGREEMENT NO. 1034529

RESOLUTION #2019-

RESOLUTION APPROVING COOPERATIVE CONSTRUCTION AGREEMENT
NO. 1034529 WITH THE MINNESOTA DEPARTMENT OF TRANSPORTATION
FOR THE TH 169/101ST AVENUE INTERCHANGE PROJECT, CIP 4042-19

WHEREAS, the City of Brooklyn Park (City) is working toward the construction of a new full access interchange at the TH 169 / 101st Avenue North junction (Project) with the Minnesota Department of Transportation (MnDOT); and

WHEREAS, the City has applied for and received Transportation Economic Development (TED) funding to help construct the Project; and

WHEREAS, a portion of the Project will be within existing MnDOT right of way and expected future MnDOT right of way; and

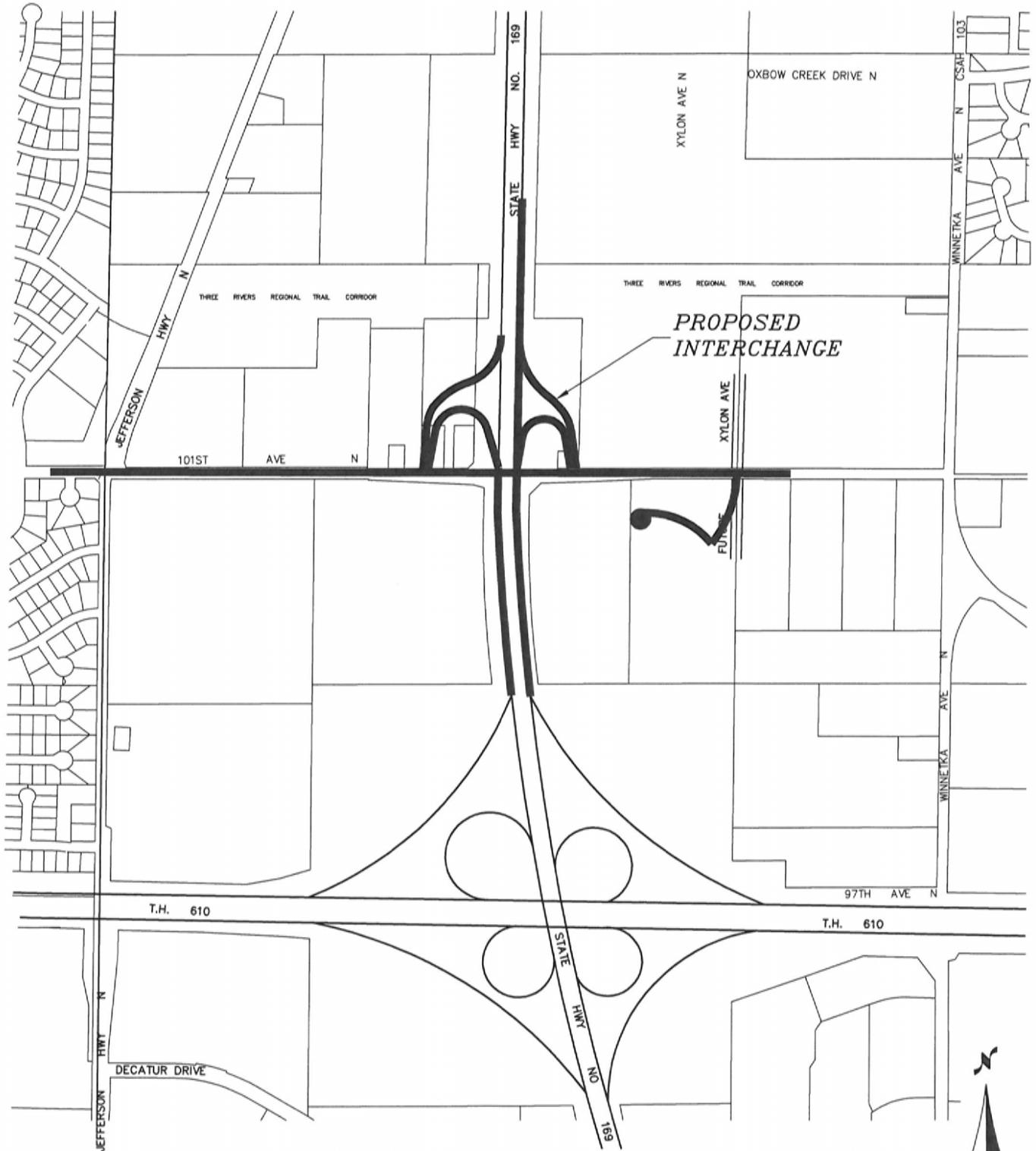
WHEREAS, MnDOT has prepared Agreement No. 1034529 (Agreement) with the City outlining the responsibilities (including construction, operations, maintenance, right of way, TED funding and construction engineering) for the Project; and

WHEREAS, City staff have reviewed the Agreement and find it to be acceptable.

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

1. The City of Brooklyn Park approves Cooperative Construction Agreement No. 1034529 with the Minnesota Department of Transportation for the Project, CIP 4042-19, to provide for payment by the State to the City of the State's share of the cost of the Project, and other associated construction to be performed upon, along, and adjacent to 101st Avenue North on Trunk Highway No. 169 within the corporate City limits under State Project No. 2750-92 (T.H. 169=003).
2. The Mayor and City Manager are hereby authorized and directed to execute said Agreement on behalf of the City of Brooklyn Park.
3. The City Clerk is directed to forward three (3) city executed copies of the Agreement and three (3) certified copies of this resolution to Mr. Jason Radde, MnDOT Waters Edge, 1500 W. County Road B2, Roseville, MN 55113.

LOCATION MAP



LEGEND

 PROPOSED PROJECT



NO SCALE

MnDOT Contract No.: 1034529

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
CITY OF BROOKLYN PARK
COOPERATIVE CONSTRUCTION
AGREEMENT**

State Project Number (S.P.):	<u>2750-92</u>	Original Amounts Encumbered
Trunk Highway Number (T.H.):	<u>169=003</u>	State Funds
State-Aid Project Number (S.P.):	<u>110-129-006</u>	<u>\$9,930,357.98</u>
State-Aid Project Number (S.P.):	<u>189-113-005</u>	
Federal Project Number:	<u>STPF 2720(012)</u>	Estimated Amount Receivable
Signal System I.D.:	<u>2572271</u>	<u>\$18,961.28</u>
Signal System I.D.:	<u>2772272</u>	

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and the City of Brooklyn Park acting through its City Council ("City").

Recitals

1. The City will perform grading, concrete and bituminous paving, signals, lighting, Bridge No. 27W46, public utilities, TMS construction, and other associated construction upon, along, and adjacent to 101st Avenue North from Lancaster Lane North to 1,860 feet east of the centerline of Northbound Trunk Highway No. 169 and on Trunk Highway No. 169 from 1,100 feet south of 101st Avenue North to 2,770 feet north of 101st Avenue North according to City-prepared plans, specifications, and special provisions designated by the City as City Project No. 4042 and by the State as State Aid Project No. 110-129-006, No. 189-113-005, and as State Project No. 2750-92 (T.H. 169=003) ("Project"); and
2. The City requests the State participate in the costs of the grading, concrete and bituminous paving, signals, lighting, Bridge No. 27W46, and TMS construction, and the State is willing to participate in the costs of said construction as set forth in this Agreement; and
3. In lieu of payment to the City by the State for construction engineering services provided on the Trunk Highway eligible elements of the Project, the State has offered and the City has accepted to provide all construction engineering services for the Project; and
4. The City will reimburse the State for construction engineering services performed upon non-Trunk Highway eligible elements of the Project; and
5. The City has applied for funding through Minnesota Statutes §174.12 Transportation Economic Development ("TED") Program allowing State Trunk Highway funds to be used for up to 70 percent of the total project costs, based on MnDOT's Cost Participation Policy. The TED funds are capped at \$10,000,000.00 and cannot exceed 70 percent of the total project costs or the eligible trunk highway total project costs, whichever is less; and
6. MnDOT Contract Number 1029925 which has been executed between the City and MnDOT, appoints MnDOT as the City's agent to receive and disburse transportation related federal funds, and sets forth duties and responsibilities for letting, payment, and other procedures for a federally funded contract let by the City; and

MnDOT Contract No.: 1034529

7. The Catalog of Federal Domestic Assistance number or CFDA number is 20.205; and
8. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining, and improving the trunk highway system.

Agreement

1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits

- 1.1. **Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. **Expiration Date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 2.4. State Ownership of Improvements; 5. Maintenance by the City; 13. Liability; Worker Compensation Claims; Insurance; 15. State Audits; 16. Government Data Practices; 17. Governing Law; Jurisdiction; Venue; and 19. Force Majeure. The terms and conditions set forth in Article 6. Signal Systems and EVP Systems Operation and Maintenance will survive the expiration of this Agreement, but may be terminated by another Agreement between the parties.
- 1.4. **Plans, Specifications, and Special Provisions.** State-approved City plans, specifications, and special provisions designated by the City as City Project No. 4042 and by the State as State Aid Project No. 110-129-006, No. 189-113-005, and as State Project No. 2750-92 (T.H. 169=003) are on file in the office of the City's Engineer and incorporated into this Agreement by reference ("Project Plans").
- 1.5. **Exhibits.** Preliminary Schedule "I" is attached and incorporated into this Agreement. Exhibit A "Drainage and Superelevation Plans" is attached and incorporated into this Agreement.

2. Right-of-Way Use

- 2.1. **Limited Right to Occupy.** The State grants to the City (and its contractors and consultants) the right to occupy Trunk Highway Right-of-Way as necessary to perform the work described in the Project Plans. This right is limited to the purpose of constructing the project, and administering such construction, and may be revoked by the State at any time, with or without cause. Cause for revoking this right of occupancy includes, but is not limited to, breaching the terms of this or any other agreement (relevant to this project) with the State, failing to provide adequate traffic control or other safety measures, failing to perform the construction properly and in a timely manner, and failing to observe applicable environmental laws or terms of applicable permits. The State will have no liability to the City (or its contractors or consultants) for revoking this right of occupancy.
- 2.2. **State Access; Suspension of Work; Remedial Measures.** The State's District Engineer or assigned representative retains the right to enter and inspect the Trunk Highway Right-of-Way (including the construction being performed on such right-of-way) at any time and without notice to Brooklyn Park or its contractor. If the State determines (in its sole discretion) that the construction is not being performed in a proper or timely manner, or that environmental laws (or the terms of permits) are not being complied with, or that traffic control or other necessary safety measures are not being properly implemented, then the State may direct the City (and its contractor) to take such remedial measures as the State deems necessary. The State may require the City (and its contractors and consultants) to suspend their operations

MnDOT Contract No.: 1034529

until suitable remedial action plans are approved and implemented. The State will have no liability to the City (or its contractors or consultants) for exercising its rights under this provision.

- 2.3. Traffic Control; Worker Safety.** While the City (and its contractors and consultants) are occupying the State's Right-of-Way, they must comply with the approved traffic control plan, and with applicable provisions of the Work Zone Field Handbook (<http://www.dot.state.mn.us/trafficeng/workzone/index.html>). All City, contractor, and consultant personnel occupying the State's Right-of-Way must be provided with required reflective clothing and hats.
- 2.4. State Ownership of Improvements.** The State will retain ownership of its Trunk Highway Right-of-Way, including any improvements made to such right-of-way under this Agreement, unless otherwise noted. The warranties and guarantees made by the City's contractor with respect to such improvements (if any) will flow to the State. The City will assist the State, as necessary, to enforce such warranties and guarantees, and to obtain recovery from the City's consultants, and contractor (including its sureties) for non-performance of contract work, for design errors and omissions, and for defects in materials and workmanship. Upon request of the State, the City will undertake such actions as are reasonably necessary to transfer or assign contract rights to the State and to permit subrogation by the State with respect to claims against the City's consultants and contractors.

3. Contract Award and Construction

- 3.1. Bids and Award.** The City will receive bids and award a construction contract to the lowest responsible bidder (or best value proposer), subject to concurrence by the State in that award, according to the Project Plans. The contract construction will be performed according to the Project Plans.
- 3.2. Bid Documents Furnished by the City.** The City will, within 7 days of opening bids for the construction contract, submit to the State Aid Agreements Engineer a copy of the low bid and an abstract of all bids together with the City's request for concurrence by the State in the award of the construction contract. The City will not award the construction contract until the State advises the City in writing of its concurrence.
- 3.3. Rejection of Bids.** The City may reject and the State may require the City to reject any or all bids for the construction contract. The party rejecting or requiring the rejection of bids must provide the other party written notice of that rejection or requirement for rejection no later than 30 days after opening bids. Upon the rejection of all bids, a party may request, in writing, that the bidding process be repeated. Upon the other party's written approval of such request, the City will repeat the bidding process in a reasonable period of time, without cost or expense to the State.
- 3.4. Contract Terms.** The City's contract with its construction contractor(s) must include the following terms:
- A. A clause making the State of Minnesota, acting through its Commissioner of Transportation, an intended third-party beneficiary of the contract with respect to the portion of work performed on the State's Right-of-Way; and
 - B. A clause requiring the State to be named as an additional insured on any insurance coverage which the contractor is required to provide; and
 - C. A clause stating that any warranties provided by the contractor, for the work performed on the trunk highway, will flow to, and be enforceable by, the State as the owner of such improvements.

MnDOT Contract No.: 1034529

- 3.5. *Direction, Supervision, and Inspection of Construction.*** The contract construction will be under the direction of the City; however, the City will utilize the services of a registered professional engineer, to be furnished by the State without cost or expense to the City for the Trunk Highway eligible items, to perform the construction engineering in connection with said contract construction. Provision of such services will not be deemed to make the State a principal or co-principal with respect to liability regarding the contract construction. The City will give the State Aid Engineer at Roseville five days' notice of its intention to start the contract construction.
- 3.6. *Performance of Construction Engineering.*** The State will perform the surveys and staking, construction inspection, and material inspection for the Project according to the Project Plans in the manner currently used by the State and according to the following:
- A. The State will provide all labor, equipment, and materials necessary to perform the surveys and staking, construction inspection, and material inspection for the contract.
 - B. The State's engineer assigned to the contract construction will perform all inspection, control of materials, and associated documentation for the contract construction.
 - C. At regular intervals after the City's contractor has started the construction, the State will prepare partial estimates of construction costs according to the terms of the construction contract. Immediately after the preparation of each partial estimate, the State's engineer assigned to the contract construction will submit the partial estimate to the City. The State will also prepare the final construction cost data for the contract construction and submit the final construction cost data to the City. The City will be responsible for making payments to the contractor based on the partial estimates and final cost certified by the State's engineer.
 - D. City and State concurrence must be obtained before the State authorizes change orders that significantly increase their cost. The City will concur with, or object to, authorization of additional work within a reasonable amount of time of notification by the State that additional work is deemed necessary.
 - E. All changes in the Project Plans and all addenda and change orders must be approved by the State District Engineer's authorized representative. All changes that result in increased costs to the City must be approved by the City in the manner provided for in its Charter and Ordinances enacted pursuant thereto.
- 3.7. *Completion of Construction.*** The City will cause the contract construction to be started and completed according to the time schedule in the construction contract special provisions. The completion date for the contract construction may be extended, by an exchange of letters between the appropriate City official and the State District Engineer's authorized representative, for unavoidable delays encountered in the performance of the contract construction.
- 3.8. *Compliance with Laws, Ordinances, and Regulations.***
- A. The City will comply and cause its contractor to comply with all Federal, State, and Local laws, and all applicable ordinances and regulations. With respect only to that portion of work performed on the State's Trunk Highway Right-of-Way, the City will not require the contractor to follow local ordinances or to obtain local permits.
 - B. The City treatment of all public, private, or cooperatively owned utility facilities which directly or indirectly serve the public and which occupy highway rights of way will conform to 23 CFR 645 "Utilities" which is incorporated into this Agreement by reference.

MnDOT Contract No.: 1034529

- 3.9. Construction Documents Furnished by the City.** The City will keep records and accounts that enable it to provide the State, when requested, with the following:
- A. Copies of City contractor's invoice(s) covering all contract construction.
 - B. Copies of the endorsed and canceled City warrant(s) or check(s) paying for final contract construction, or computer documentation of the warrant(s) issued, certified by an appropriate City official that final construction contract payment has been made.
 - C. Copies of all construction contract change orders, supplemental agreements, and work orders.
 - D. A certification form, provided by the State, signed by the City's Engineer in charge of the contract construction attesting to the following:
 - i. Satisfactory performance and completion of all contract construction according to the Project Plans.
 - ii. Acceptance and approval of all materials furnished for the contract construction relative to compliance of those materials to the State's current "Standard Specifications for Construction".
 - iii. Full payment by the City to its contractor for all contract construction.
 - E. Copies, certified by the City's Engineer, of material sampling reports and of material testing results for the materials furnished for the contract construction.
 - F. A copy of the "As Built" plan sent to the State Aid Agreements Engineer.

4. Right-of-Way; Easements; Permits

- 4.1. The City will obtain all rights-of-way, easements, construction permits, and any other permits and sanctions that may be required in connection with the local and trunk highway portions of the contract construction. Before payment by the State, the City will furnish the State with certified copies of the documents for rights-of-way and easements, construction permits, and other permits and sanctions required for State participation construction covered under this Agreement.
- 4.2. The City will convey to the State by quit claim deed, all newly acquired rights needed for the continuing operation and maintenance of the Trunk Highway, if any, upon completion of the Project, at no cost or expense to the State.
- 4.3. The City will comply with Minnesota Statutes § 216D.04, subdivision 1(a), for identification, notification, design meetings, and depiction of utilities affected by the contract construction.
- 4.4. The City will submit to the State's Utility Engineer an original permit application for all utilities owned by the City of Brooklyn Park and by the City of Maple Grove to be constructed upon and within the Trunk Highway Right-of-Way. Applications for permits will be made on State form "Application for Utility Permit on Trunk Highway Right-of-Way" (Form 2525).
- 4.5. The City will submit to the Minnesota Pollution Control Agency the plans and specifications for the construction or reconstruction of its sanitary sewer facilities to be performed under the construction contract and obtain, under Minnesota Statutes § 115.07 or Minnesota Rules 7001.1030, subpart 2C, either a permit or written waiver from that agency for that construction or reconstruction. The City is advised that under Minnesota Rules 7001.1040, a written application for the permit or waiver must be submitted to the Minnesota Pollution Control Agency at least 180 days before the planned date of the sanitary sewer facility construction or reconstruction.

MnDOT Contract No.: 1034529

4.6. Limited Use Permit No. 2750-0223. The City has obtained Limited Use Permit No. 2750-0023 to cover The City's liability responsibilities of the non-motorized recreational trail to be constructed upon the State's Right-of-Way.

5. Maintenance by the City

Upon completion of the Project, the City will provide the following without cost or expense to the State:

- 5.1. Roadways.** Maintenance of 101st Avenue and Xylon Avenue North. Maintenance includes, but is not limited to, snow, ice and debris removal, resurfacing, seal coating, and any other maintenance activities according to accepted City maintenance practices.
- 5.2. Storm Sewers.** Routine maintenance of any storm sewer facilities construction as shown in green on Exhibit A. Routine maintenance includes, but is not limited to, removal of sediment, debris, vegetation and ice from grates and catch basins, and any other maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, or sedimentation.
- 5.3. Pond Responsibilities.** The City will share in the cost of future major maintenance at a rate based on the ratios of contributing water volume entering into the ponds at the time that the major maintenance is required. The City's contributing water volume entering into the ponds at the time the ponds were designed is 20 percent for Pear Pond and 22 percent for Banana Pond, as shown on Exhibit A. Major maintenance includes, but is not limited to, removal of sediment, repair of major erosion problems, major structure and entrance pipe repair and any other major maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, sedimentation or accelerated deterioration of the facilities. The State and the City may enter into a separate agreement to define additional responsibilities for maintenance of the ponds.

The City will share in all responsibilities, obligations and liabilities arising out of or by reason of the drainage collecting into and being discharged from the ponds. The City will share such responsibilities, obligations and liabilities at a rate based on the ratios of contributing water volume entering into the ponds as referenced in the previous paragraph, however, contributing water volume ratios may change based on development and alteration of land use in the vicinity.

- 5.4. Municipal Utilities.** Maintenance of any municipal-owned utilities construction, without cost or expense to the State.
- 5.5. Non-Motorized Recreational Trail.** Maintenance of any bikeways and shared use paths construction in accordance with Limited Use Permit No. 2750-0223. Maintenance includes, but is not limited to, snow and ice control/removal, sweeping and debris removal, patching, crack repair, pavement replacement, vegetation control, signing, pavement markings, and any other maintenance activities necessary to perpetuate the bikeways and shared use paths in a safe and usable condition.
- 5.6. Bridge No. 27W46 (101st Avenue over Trunk Highway No. 169).** Maintenance and repair of Bridge No. 27W46 construction carrying 101st Avenue over Trunk Highway No. 169. Maintenance and repair includes, but is not limited to, keeping the roadway, bridge deck, shoulders, medians, gutters, sidewalks and shared use paths clear of ice, snow, litter and debris, appropriate disposal of such material, pavement markings, guardrail, non-structurally supported signing, and any other maintenance activities necessary to perpetuate the bridge in a safe, usable, and aesthetically acceptable condition. The State is responsible for inspection and structural maintenance of the bridge, concrete bridge approach panels, concrete surfacing, abutments, and non-ornamental railings.
- 5.7. Additional Drainage.** No party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for

MnDOT Contract No.: 1034529

which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party. The drainage areas served by the storm sewer facilities constructed under the construction contract are shown in a drainage area map, Exhibit "Drainage Area", which is on file in the office of the State's District Hydraulics Unit at Roseville and is incorporated into this Agreement by reference.

6. Signal Systems and EVP Systems Operation and Maintenance

Operation and maintenance responsibilities will be as follows for the Signal Systems and EVP Systems on T.H. 169 West Ramps at 101st Avenue (Signal System B), and on T.H. 169 East Ramps at 101st Avenue (Signal System C), and for the Interconnect on T.H. 169 from T.H. 169 West Ramps to T.H. 169 East Ramps.

6.1. City Responsibilities.

- A. **Power.** The City will be responsible for the hook-up cost and application to secure an adequate power supply to the service pads or poles and will pay all monthly electrical service expenses necessary to operate the Signal Systems, EVP Systems, and Interconnect.
- B. **Minor Signal System Maintenance.** The City will provide for the following, without cost to the State.
 - i. Maintain the signal pole mounted LED luminaires, including replacing the luminaires when necessary. The LED luminaire must be replaced when it fails or when light levels drop below recommended AASHTO levels for the installation.
 - ii. Replace the Signal Systems LED indications. Replacing LED indications consists of replacing each LED indication when it reaches end of life per the MnDOT Traffic Engineering Manual or fails or no longer meets Institute of Traffic Engineers (ITE) standards for light output.
 - iii. Clean the Signal Systems controller cabinet and service cabinet exteriors.
 - iv. Clean the Signal Systems, and luminaire mast arm extensions.

6.2. State Responsibilities.

- A. **Interconnect; Timing; Other Maintenance.** The State will maintain the Interconnect and signing, and perform all other Signal System, APS, and signal pole luminaire circuit maintenance without cost to the City. All Signal System timing will be determined by the State, and no changes will be made without the State's approval.
- B. As owner, perform Gopher State One Call Locating and be responsible for scheduling future Signal and EVP System replacement and relocation.
- C. **EVP Systems Operation.** The EVP Systems will be installed, operated, maintained, and removed according to the following conditions and requirements:
 - i. All maintenance of the EVP Systems must be done by State forces.
 - ii. Emitter units may be installed only on authorized emergency vehicles, as defined in Minnesota Statutes § 169.011, Subdivision 3. Authorized emergency vehicles may use emitter units only when responding to an emergency. The City will provide the State's District Engineer or their designated representative a list of all vehicles with emitter units, if requested by the State.
 - iii. Malfunction of the EVP Systems must be reported to the State immediately.
 - iv. In the event the EVP Systems or its components are, in the opinion of the State, being misused or the conditions set forth in Paragraph ii. above are violated, and such misuse or violation continues after the City receives written notice from the State, the State may remove the EVP Systems. Upon

MnDOT Contract No.: 1034529

removal of the EVP Systems pursuant to this Paragraph, all of its parts and components become the property of the State.

v. All timing of the EVP Systems will be determined by the State.

6.3. Right-of-Way Access. Each party authorizes the other party to enter upon their respective public right-of-way to perform the maintenance activities described in this Agreement.

7. Basis of Cost

7.1. Available Funding. TED Program funds allow State Trunk Highway funds to be used for up to 70 percent of the total project costs based on MnDOT's Cost Participation Policy. The TED funds are capped at \$10,000,000.00 and cannot exceed 70 percent of the total project costs or the eligible trunk highway total project costs, whichever is less.

7.2. Schedule "I". The Preliminary Schedule "I" includes all anticipated State participation construction items and right-of-way cost share covered under this Agreement.

7.3. State Participation Construction. A capped amount of \$6,000,000.00 of the available TED funds will be made available towards construction. The State will participate, up to the capped amount, in the following:

A. 100 Percent of the match to the available Federal funds applied at the time of award to category S.P. 2750-92 will be the State's rate of cost participation in all of the roadway and storm sewer construction items, as tabulated on Sheets No. 2 through No. 5 of the Preliminary Schedule "I". The construction includes the State's proportionate share of item costs for mobilization, field office type D, and traffic control.

B. 100 Percent of the match to the available Federal funds applied at the time of award to category S.P. 2750-02 will be the State's rate of cost participation in all of the Bridge No. 27W46 construction items, as tabulated on Sheet No. 6 of the Preliminary Schedule "I".

7.4. Right of Way Costs. \$4,000,000.00 of the available TED funds will be applied towards the State's Right-of-Way costs as shown on the Preliminary Schedule "I".

7.5. State Furnished Materials. The State will furnish two type "R" cabinets, fiber, and cameras ("State Furnished Materials"), according to the Project Plans, to operate the traffic control signal systems covered under this Agreement. The City's share for State Furnished Materials is \$34,821.01. The State's share for State Furnished Materials is \$34,821.01 and is considered a part of the State's total lump sum cost. The City and State's cost shares for State Furnished Materials will be deducted from the State's total lump sum construction cost share as shown in the Schedule "I".

7.6. Construction Engineering Costs. The City will pay a construction engineering charge equal to 8 percent of the City's non-Trunk Highway eligible participation construction covered under this Agreement, as tabulated on Sheet No. 8 of the Preliminary Schedule "I".

8. State Cost and Payment by the State

8.1. State Cost. \$9,930,357.98 is the State's estimated share of the costs of the contract construction (less State Furnished Materials cost) which includes the Right-of-Way cost, and a \$1,511,925.71 contingency amount as shown in the Preliminary Schedule "I". The Preliminary Schedule "I" was prepared using estimated quantities and unit prices, and may include any credits or lump sum costs. Upon review of the construction contract bid documents described in Article 3.2, the State will decide whether to concur in the City's award of the construction contract and, if so, prepare a Revised Schedule "I" based on construction contract unit prices, which will replace and supersede the Preliminary Schedule "I" as part of

MnDOT Contract No.: 1034529

this Agreement. The contingency amount is provided to cover overruns of the plans estimated quantities of State participation construction and State approved additional construction costs.

8.2. *Conditions of Payment.* The State will pay the City the State's total estimated construction cost share in TED funding per the following Payment Schedule, as shown in the Revised Schedule "I", after the following conditions have been met:

- A. Encumbrance by the State of the State's total estimated construction cost share and the contingency amount, as shown in the Revised Schedule "I".
- B. Approval by the State's Land Management Director at St. Paul of certified documentation, submitted by the City, for all right-of-way and easement acquisitions required for the contract construction.
- C. Execution of this Agreement and transmittal to the City, including a letter advising of the State's concurrence in the award of the construction contract.
- D. The State's receipt of a written request from the City for the advancement of funds. The request will include certification by the City that all necessary parties have executed the construction contract.

Payment Schedule

1st Payment = 50 Percent of State's total cost share lump sum amount upon award of the construction contract.

2nd Payment = Remainder of State's total cost share lump sum amount upon completion of 50 Percent of the contract construction.

8.3. *Limitations of State Payment; No State Payment to Contractor.* The State's participation in the contract construction is limited to the State participation construction shown in Article 9.1, and the State's participation will not change except by a mutually agreed written amendment to this Agreement. The State's payment obligation extends only to the City. The City's contractor is not intended to be and will not be deemed to be a third party beneficiary of this Agreement. The City's contractor will have no right to receive payment from the State. The State will have no responsibility for claims asserted against the City by the City's contractor.

8.4. *Reporting of Economic Benefits.* The City will provide an annual report on the economic benefits that have materialized, including the increase in jobs, in tax base and property development. This report must be provided annually on January 1st of each year for a period of 5 years after the completion of construction. This report will be provided to the Transportation Economic Development Coordinator at MnDOT.

9. City Cost and Payment by the City

9.1. *City Cost.* \$18,961.28 is the City's estimated share of the costs of the 8 percent construction engineering cost share as shown in the Preliminary Schedule "I". The Preliminary Schedule "I" was prepared using estimated quantities and unit prices, and may include any credits or lump sum costs. Upon award of the construction contract, the State will prepare a Revised Schedule "I" based on construction contract unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this Agreement. This amount will be a lump sum based on contractor's bid prices.

9.2. *Conditions of Payment.* The City will pay the State the full and complete lump sum construction engineering amount, as shown in the Revised Schedule "I", after the following conditions have been met:

- A. Execution of this Agreement and transmittal to the City, including a copy of the Revised Schedule "I".
- B. The City's receipt of a written request from the State for the advancement of funds.

MnDOT Contract No.: 1034529**10. Authorized Representatives**

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

10.1. The State's Authorized Representative will be:

Name, Title: Malaki Ruranika, Cooperative Agreements Engineer (or successor)
 Address: 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155
 Telephone: (651) 366-4634
 E-Mail: malaki.ruranika@state.mn.us

10.2. The City's Authorized Representative will be:

Name, Title: Jesse Struve, City Engineer (or successor)
 Address: 5200 85th Avenue North, Brooklyn Park, MN 55443
 Telephone: (763) 493-8114
 E-Mail: jesse.struve@brooklynpark.org

11. Assignment; Amendments; Waiver; Contract Complete

11.1. Assignment. No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

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

11.3. Waiver. If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.

11.4. Contract Complete. This Agreement contains all prior negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

12. Liability; Worker Compensation Claims; Insurance

12.1. Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City. Notwithstanding the foregoing, the City will indemnify, hold harmless, and defend (to the extent permitted by the Minnesota Attorney General) the State against any claims, causes of actions, damages, costs (including reasonable attorneys fees), and expenses arising in connection with the project covered by this Agreement, regardless of whether such claims are asserted by the City's contractor(s) or consultant(s) or by a third party because of an act or omission by the City or its contractor(s) or consultant(s).

12.2. Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

12.3. The City may require its contractor to carry insurance to cover claims for damages asserted against the City's contractor.

MnDOT Contract No.: 1034529

13. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

14. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

15. Government Data Practices

The City and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the City or the State.

16. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

17. Termination; Suspension

17.1. *By Mutual Agreement.* This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.

17.2. *Termination for Insufficient Funding.* The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the City. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the City will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

17.3. *Suspension.* In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

18. Force Majeure

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

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MnDOT Contract No.: 1034529

STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

SWIFT Purchase Order: _____

CITY OF BROOKLYN PARK

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____
(District Engineer)

Date: _____

Approved:

By: _____
(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

PRELIMINARY SCHEDULE "I"

Agreement No. 1034529

City of Brooklyn Park

S.P. 2750-92 (T.H. 169=003)
S.P. 110-129-006 S.P. 189-113-005
Fed. Proj. No. STPF 2720(012)
City Proj. No. 4042

Preliminary: October 22, 2019

Grading, concrete and bituminous paving, signals, lighting, Bridge No. 27W46, public utilities, and TMS construction performed under City contract with _____ located on 101st Avenue from Lancaster Lane North to 1,860 feet east of the centerline of Northbound T.H. 169 and on T.H. 169 from 1,100' south of 101st Avenue North to 2,770 feet north of 101st Avenue North

STATE COST PARTICIPATION		
Roadway Items (S.P. 2750-92, 110-129-006), From Sheet No. 5	3,422,050.01	
Bridge Items (S.P. 2750-92, 110-129-006), From Sheet No. 6	1,031,203.27	
State Furnished Materials (State Shre), From Sheet No. 7	\$34,821.01	
(1) Subtotal (Capped at \$6,000,000.00)	\$4,488,074.29	\$4,488,074.29
State Credit for State Furnished Materials		(69,642.02)
Right-Of-Way (TED Funds)		4,000,000.00
(2) Total State Funded Obligation		\$8,418,432.27
Contingency Amount		1,511,925.71
(3) Encumbered Amount		\$9,930,357.98

CITY COST PARTICIPATION	
(4) 8% Construction Engineering on Non-T.H. Eligible Work (From Sheet No. 8)	\$18,961.28

- (1) Total State cost participation in TED construction funds not to exceed \$6,000,000.00 as decribed in Article 7.3 of the Agreement
- (2) TED Funding will be paid in accordance with Article 8 of the Agreement (50% at award, 50% at 50% of construction completion)
- (3) For the State's use only as described in Article 8.1 of the Agreement
- (4) Construction engineering to be paid by City in accordance with Article 9 of the Agreement

(1) FEDERAL (STP), TED FUNDS, BROOKLYN PARK

(P) = PLAN QUANTITY

1034529

ITEM NUMBER	S.P. 2750-92, S.P. 110-129-006 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2011.601	AS BUILT	LUMP SUM	1.00	25,000.00	25,000.00
2021.501	MOBILIZATION	LUMP SUM	0.58	850,000.00	493,000.00
2031.502	FIELD OFFICE TYPE D	EACH	0.58	30,000.00	17,400.00
2051.501	MAINT & RESTORATION OF HAUL ROADS	LUMP SUM	0.58	10,000.00	5,800.00
2101.505	CLEARING	ACRE	7.20	4,100.00	29,520.00
2101.505	GRUBBING	ACRE	7.20	4,500.00	32,400.00
2104.502	REMOVE PIPE APRON	EACH	6.00	221.50	1,329.00
2104.502	REMOVE MARKER	EACH	1.00	35.00	35.00
2104.502	REMOVE SIGN TYPE C	EACH	11.00	37.00	407.00
2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	230.00	2.00	460.00
2104.503	REMOVE SEWER PIPE (STORM)	LIN FT	303.00	14.00	4,242.00
2104.503	REMOVE CURB & GUTTER	LIN FT	770.00	7.00	5,390.00
2104.504	REMOVE CONCRETE PAVEMENT	SQ YD	360.00	6.00	2,160.00
2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	1,310.00	7.50	9,825.00
2104.504	REMOVE BITUMIONUS PAVEMENT	SQ YD	4,780.00	5.00	23,900.00
2104.601	REMOVE CABLES	LUMP SUM	1.00	1,000.00	1,000.00
2105.602	SETTLEMENT PLATES	EACH	4.00	450.00	1,800.00
2105.607	COMMON BORROW SPECIAL (CV) (P)	CU YD	1,225.00	30.00	36,750.00
2106.507	EXCAVATION - COMMON (P)	CU YD	82,915.00	15.00	1,243,725.00
2106.507	EXCAVATION - SUBGRADE (P)	CU YD	1,156.00	16.00	18,496.00
2106.507	SELECT GRANULAR EMBANKMENT (CV) (P)	CU YD	11,656.00	25.00	291,400.00
2106.507	COMMON EMBANKMENT (CV) (P)	CU YD	154,837.00	15.00	2,322,555.00
2106.607	SELECT GRANULAR MOD (CV)	CU YD	2,198.00	30.00	65,940.00
2118.507	AGGREGATE SURFACING (LV), CLASS 1 (P)	CU YD	100.00	50.00	5,000.00
2211.507	AGGREGATE BASE (CV) CLASS 6 (P)	CU YD	5,810.00	30.00	174,300.00
2357.606	BITUMINOUS MATERIAL FOR SHOULDER TACK	GALLON	170.00	3.00	510.00
2360.509	TYPE SP 9.5 NON WEAR COURSE MIX (4,B)	TON	2,210.00	75.00	165,750.00
2360.509	TYPE SP 9.5 WEARING COURSE MIX (4,C)	TON	4,150.00	100.00	415,000.00
2360.509	TYPE SP 12.5 WEARING COURSE MIX (3,B)	TON	670.00	60.00	40,200.00
2406.203	EXPANSION JOINTS, DESIGN E8H	LIN FT	178.00	85.00	15,130.00
2406.504	BRIDGE APPROACH PANELS	SQ YD	731.00	250.00	182,750.00
2451.507	FINE AGGREGATE BEDDING (CV) (P)	CU YD	547.00	34.50	18,871.50
2451.607	STRUCTURAL BACKFILL (P)	CU YD	5,905.00	79.00	466,495.00
2501.502	15" RC PIPE APRON	EACH	3.00	1,000.00	3,000.00
2501.502	21" RC PIPE APRON	EACH	2.00	1,200.00	2,400.00
2501.502	24" RC PIPE APRON	EACH	2.00	1,300.00	2,600.00

Data is considered Non-public prior to project award.

- 2 -

(1) FEDERAL (STP), TED FUNDS, BROOKLYN PARK

1034529

ITEM NUMBER	S.P. 2750-92, S.P. 110-129-006 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (I)
2501.502	30" RC PIPE APRON	EACH	8.00	1,500.00	12,000.00
2501.502	18" RC SAFETY APRON	EACH	2.00	910.00	1,820.00
2501.502	24" RC SAFETY APRON	EACH	2.00	1,000.00	2,000.00
2501.602	TRASH GUARD FOR 15" PIPE APRON	EACH	3.00	300.00	900.00
2502.502	4" PRECAST CONCRETE HEADWALL	EACH	11.00	200.00	2,200.00
2502.503	4" TP PIPE DRAIN	LIN FT	320.00	6.00	1,920.00
2503.503	15" RC PIPE SEWER DES 3006 CL V	LIN FT	1,397.00	65.00	90,805.00
2503.503	18" RC PIPE SEWER DES 3006	LIN FT	45.00	75.00	3,375.00
2503.503	21" RC PIPE SEWER DES 3006 CL V	LIN FT	243.00	70.00	17,010.00
2503.503	24" RC PIPE SEWER DES 3006	LIN FT	97.00	85.00	8,245.00
2503.503	30" RC PIPE SEWER DES 3006	LIN FT	152.00	120.00	18,240.00
2503.503	30" RC PIPE SEWER DES 3006 CL V	LIN FT	447.00	175.00	78,225.00
2506.502	CASTING ASSEMBLY	EACH	27.00	800.00	21,600.00
2506.503	CONST DRAINAGE STRUCTURE DESIGN F	LIN FT	71.70	300.00	21,510.00
2506.503	CONST DRAINAGE STRUCTURE DESIGN G	LIN FT	8.00	350.00	2,800.00
2506.503	CONST DRAINAGE STRUCTURE DESIGN H	LIN FT	28.90	275.00	7,947.50
2506.503	CONST DRAINAGE STRUCTURE DESIGN SD-48	LIN FT	14.90	440.00	6,556.00
2506.503	CONST DRAINAGE STRUCTURE DES 48-4020	LIN FT	23.40	330.00	7,722.00
2506.503	RECONSTRUCT DRAINAGE STRUCTURE	LIN FT	19.50	350.00	6,825.00
2511.504	GEOTEXTILE FILTER TYPE 4	SQ YD	153.00	5.00	765.00
2511.507	RANDOM RIPRAP CLASS II	CU YD	31.00	80.00	2,480.00
2521.518	4" CONCRETE WALK	SQ FT	17,870.00	8.00	142,960.00
2521.518	6" CONCRETE WALK	SQ FT	290.00	25.00	7,250.00
2521.518	3" BITUMINOUS WALK	SQ FT	13,560.00	6.00	81,360.00
2531.503	CONCRETE CURB & GUTTER DESIGN B612	LIN FT	2,490.00	25.00	62,250.00
2531.503	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	2,760.00	25.00	69,000.00
2531.503	CONCRETE CURB & GUTTER DESIGN D424	LIN FT	1,600.00	25.00	40,000.00
2533.503	PORTABLE PRECAST CONC BARRIER DES 8337	LIN FT	1,925.00	16.00	30,800.00
2533.503	RELOCATE PORT PRECAST CONC BAR DES 8337	LIN FT	425.00	4.00	1,700.00
2550.502	CABINET FOUNDATION	EACH	1.00	2,000.00	2,000.00
2550.502	SERVICE FOUNDATION	EACH	1.00	1,000.00	1,000.00
2550.502	CCTV FOUNDATION	EACH	1.00	3,000.00	3,000.00
2550.502	FIBEROPTIC SPLICE VAULT	EACH	1.00	4,500.00	4,500.00
2550.502	OUTDOOR FIBER SPLICE ENCLOSURE	EACH	1.00	1,500.00	1,500.00
2550.502	BURIED CABLE SIGN	EACH	20.00	130.00	2,600.00
2550.502	CCTV CABINET	EACH	1.00	3,600.00	3,600.00

(1) FEDERAL (STP), TED FUNDS, BROOKLYN PARK

1034529

ITEM NUMBER	S.P. 2750-92, S.P. 110-129-006 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2550.502	INSTALL CABINET	EACH	1.00	1,000.00	1,000.00
2550.502	SERVICE CABINET	EACH	1.00	2,500.00	2,500.00
2550.503	1.5" NON-METALLIC CONDUIT	LIN FT	1,730.00	4.00	6,920.00
2550.503	2" NON-METALLIC CONDUIT	LIN FT	1,860.00	5.00	9,300.00
2550.503	3" NON-METALLIC CONDUIT	LIN FT	25.00	15.00	375.00
2550.503	POWER CABLE 1 CONDUCTOR NO 6	LIN FT	2,010.00	2.00	4,020.00
2550.503	POWER CABLE 1 CONDUCTOR NO 10	LIN FT	60.00	1.00	60.00
2550.503	POWER CABLE 3 CONDUCTOR NO 8	LIN FT	405.00	3.00	1,215.00
2550.503	LEAD-IN CABLE 2 CONDUCTION NO 14	LIN FT	3,120.00	2.00	6,240.00
2550.601	TEMPORARY COMMUNICATION SYSTEM	LUMP SUM	1.00	5,000.00	5,000.00
2550.601	FIBER OPTIC CABLE TESTING	LUMP SUM	1.00	5,000.00	5,000.00
2550.602	CCTV HARWARE	EACH	1.00	20,000.00	20,000.00
2550.602	FIBER OPTIC PIGTAIL TERMINATION	EACH	5.00	1,000.00	5,000.00
2550.602	FIBER OPTIC CABLE SPLICING	EACH	2.00	1,500.00	3,000.00
2550.602	PULL VAULT	EACH	9.00	1,300.00	11,700.00
2550.602	SERVICE CABINET TYPE SPECIAL	EACH	1.00	2,700.00	2,700.00
2550.602	LOOP DETECTOR DESIGN PREFORMED	EACH	4.00	1,300.00	5,200.00
2550.603	ARMORED FIBER OPTIC PIGAIL CABLE 6SM	LIN FT	1,190.00	2.00	2,380.00
2550.603	REROUTE CABLE	LIN FT	300.00	5.00	1,500.00
2550.603	FIBER OPTIC TRUNK CABLE 72SM	LIN FT	3,330.00	3.00	9,990.00
2550.603	1.5" BORED CONDUIT	LIN FT	160.00	15.00	2,400.00
2550.603	2" BORED CONDUIT	LIN FT	160.00	20.00	3,200.00
2554.502	GUIDE POST TYPE B	EACH	19.00	55.00	1,045.00
2554.615	IMPACT ATTENUATOR	ASSEMBLY	1.00	4,200.00	4,200.00
2554.615	RELOCATE IMPACT ATTENUATOR	ASSEMBLY	1.00	650.00	650.00
2557.502	ELECTRICAL GROUND	EACH	5.00	285.00	1,425.00
2557.503	WIRE FENCE DESIGN 7SV-9322	LIN FT	4,600.00	40.00	184,000.00
2563.601	TRAFFIC CONTROL	LUMP SUM	0.20	100,000.00	20,000.00
2563.602	PORTABLE CONCRETE BARRIER DELINEATOR	EACH	77.00	8.00	616.00
2564.502	DELINEATOR TYPE X4-6	EACH	15.00	100.00	1,500.00
2564.502	OBJECT MARKER TYPE X4-2	EACH	5.00	85.00	425.00
2564.502	OBJECT MARKER TYPE X4-4	EACH	2.00	130.00	260.00
2564.518	SIGN PANELS TYPE C	SQ FT	254.00	42.00	10,668.00
2564.518	SIGN PANELS TYPE D	SQ FT	79.50	34.00	2,703.00
2565.501	EMERGENCY VEHICLE PREEMPTION SYSTEM B	LUMP SUM	1.00	13,000.00	13,000.00
2565.501	EMERGENCY VEHICLE PREEMPTION SYSTEM C	LUMP SUM	1.00	11,000.00	11,000.00

Data is considered Non-public prior to project award.

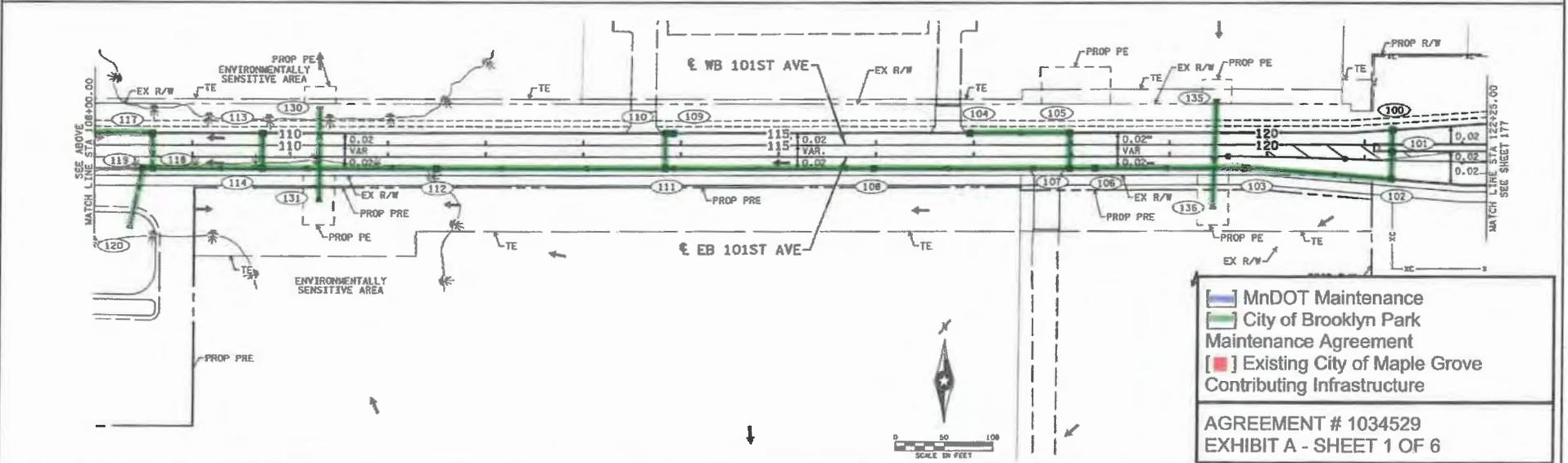
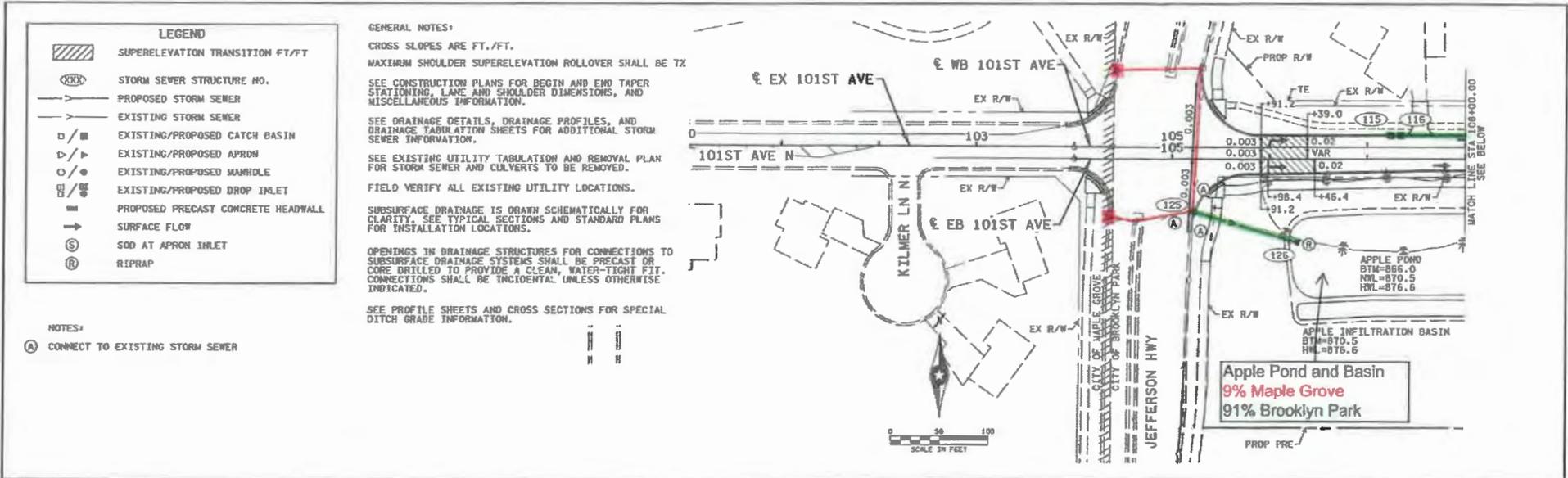
- 4 -

(2) FEDERAL (STP), TED FUNDS, BROOKLYN PARK

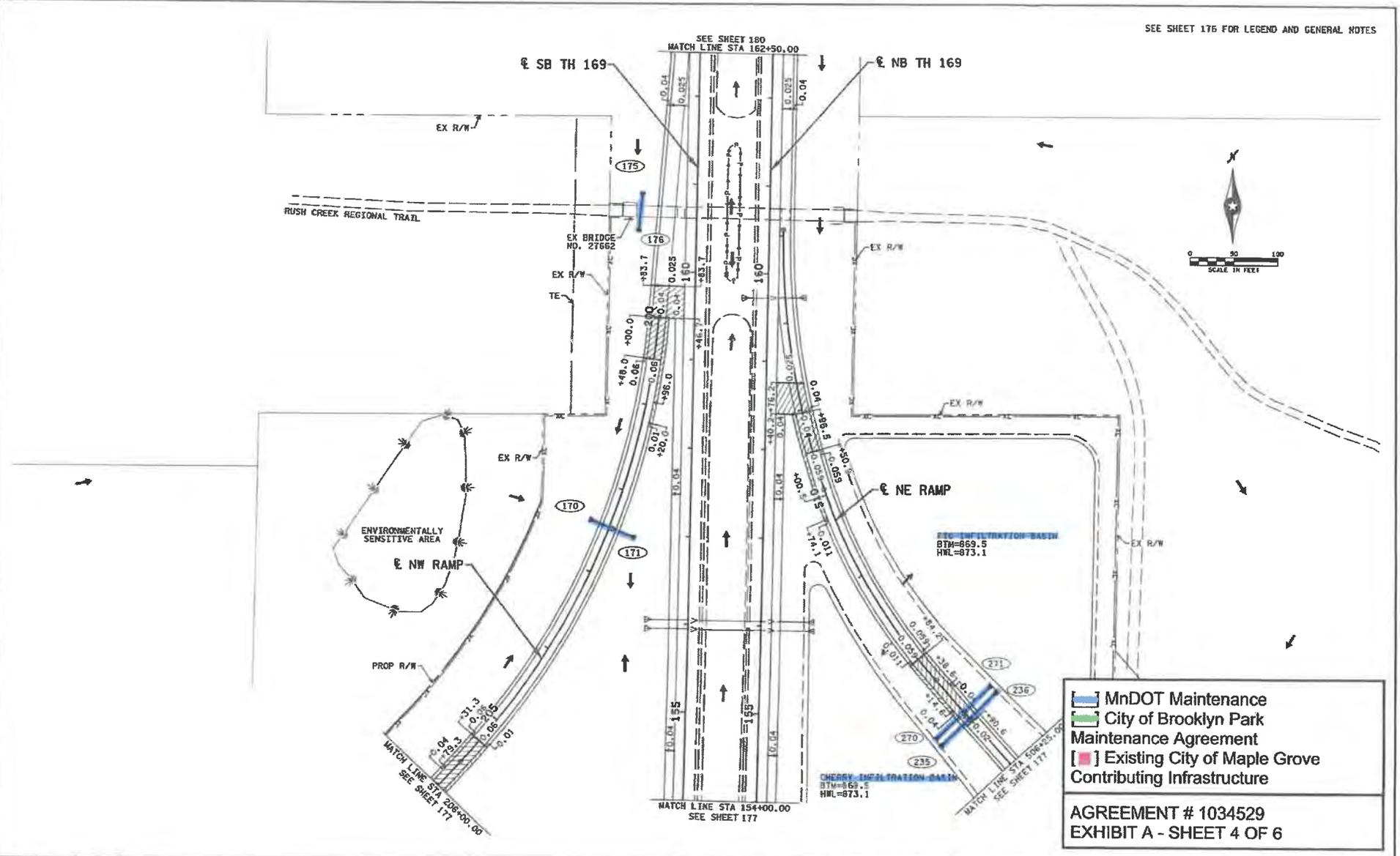
(P) = PLAN QUANTITY

1034529

ITEM NUMBER	S.P. 2750-92, S.P. 110-129-006 BRIDGE WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (2)
2401.503	TYPE P-1 BARRIER CONCRETE (3S52) (P)	LIN FT	504.00	130.00	65,520.00
2401.507	STRUCTURAL CONCRETE (1G52) (P)	CU YD	610.00	400.00	244,000.00
2401.507	STRUCTURAL CONCRETE (3B52) (P)	CU YD	964.00	700.00	674,800.00
2401.508	REINFORCEMENT BARS (P)	POUND	52,560.00	1.15	60,444.00
2401.508	REINFORCEMENT BARS (EPOXY COATED) (P)	POUND	248,260.00	1.25	310,325.00
2401.508	REINFORCEMENT BARS (STAINLESS-75KSI) (P)	POUND	930.00	4.00	3,720.00
2401.518	SIDEWALK CONCRETE (3S52) (P)	SQ FT	4,782.00	15.00	71,730.00
2401.518	RAISED MEDIAN CONCRETE (3S52) (P)	SQ FT	1,510.00	18.00	27,180.00
2401.601	STRUCTURE EXCAVATION	LUMP SUM	1.00	100,000.00	100,000.00
2401.618	BRIDGE SLAB CONCRETE (3YHPC-M) (P)	SQ FT	15,783.00	30.00	473,490.00
2402.502	BEARING ASSEMBLY (P)	EACH	40.00	1,100.00	44,000.00
2402.503	ORNAMENTAL METAL RAILING TYPE SPECIAL PC (P)	LIN FT	504.00	185.00	93,240.00
2405.503	PRESTRESSED CONCRETE BEAMS 35MH (P)	LIN FT	1,751.00	130.00	227,630.00
2411.618	ARCH CONC TEXTURE (CUT STONE) (P)	SQ FT	3,610.00	3.00	10,830.00
2411.618	ARCH SURFACE FINISH (MULTI COLOR) (P)	SQ FT	3,610.00	15.00	54,150.00
2451.507	FINE AGGREGATE BEDDING (CV) (P)	CU YD	534.00	34.50	18,423.00
2502.501	DRAINAGE SYSTEM TYPE (B910)	LUMP SUM	1.00	2,000.00	2,000.00
2514.504	CONCRETE SLOPE PAVING (P)	SQ YD	313.00	175.00	54,775.00
2545.501	CONDUIT SYSTEM TYPE 1	LUMP SUM	1.00	2,500.00	2,500.00
2545.501	CONDUIT SYSTEM TYPE 2	LUMP SUM	1.00	2,500.00	2,500.00
				TOTAL	\$2,541,257.00
	(2) FEDERAL (STP)		1,031,063.20		
	TED FUNDS		1,031,203.27		
	BROOKLYN PARK		478,990.53		



NO DATE BY CRD APPR ...VP1011011431_ard1.dgn	REVISION	I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota. P- (P) Name: ERIC ROERISH Date: _____ License #: 45645	STATE PROJECT NO. 2700-02 118-123-006 103-113-005 CITY PROJECT NO. 4042	DRAWN BY A. TOAY DESIGNED BY M. MCCORMY CHECKED BY E. ROERISH CONR. NO. 1811433	CITY OF BROOKLYN PARK DRAINAGE AND SUPERELEVATION PLANS TH 169 AND 101ST AVE INTERCHANGE	SHEET 176 OF 422
		4/11/15 P... ...VP1011011431_ard1.dgn				

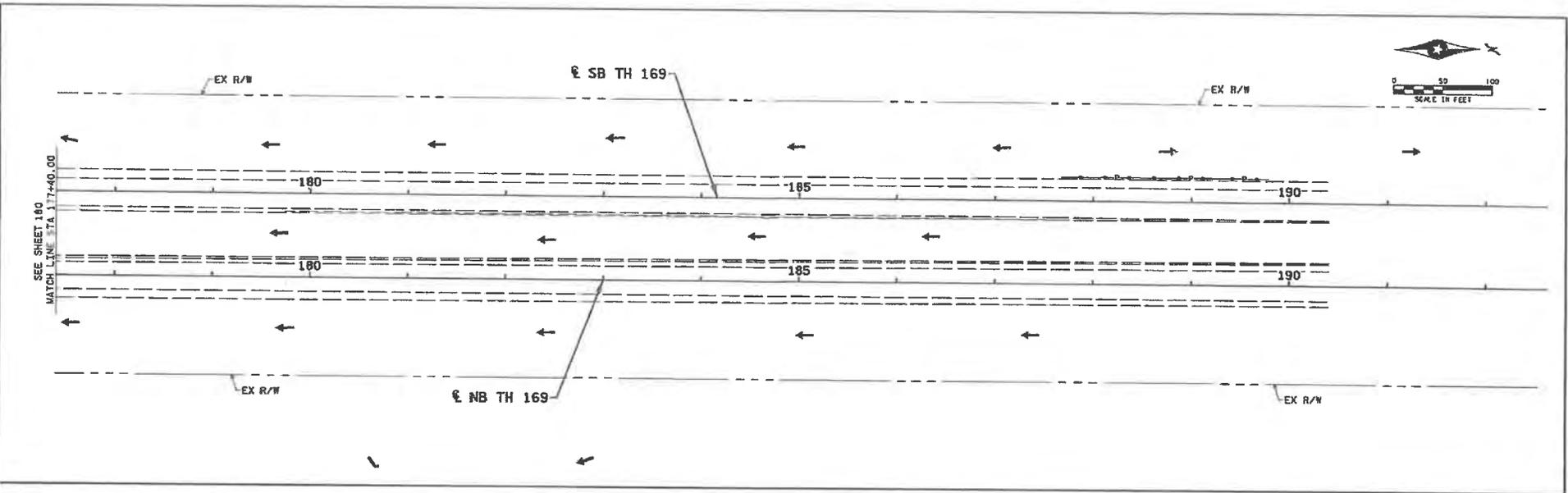


MnDOT Maintenance
 City of Brooklyn Park Maintenance Agreement
 Existing City of Maple Grove Contributing Infrastructure

AGREEMENT # 1034529
EXHIBIT A - SHEET 4 OF 6

11/11/2011 10:05 AM C:\Users\ericr\Documents\Projects\1034529\Drawings\1034529-001.dwg
 11/11/2011 10:05 AM C:\Users\ericr\Documents\Projects\1034529\Drawings\1034529-001.dwg
 11/11/2011 10:05 AM C:\Users\ericr\Documents\Projects\1034529\Drawings\1034529-001.dwg

I hereby certify that this specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota. Eric Roerish License # 45645		STATE PROJECT NO. 2720-92 110-123-006 185-113-005 CITY PROJECT NO. 4042	DRAWN BY A. TOAT DESIGNED BY M. MCCORM CHECKED BY E. ROERISH COMM. NO. 1811431	CITY OF BROOKLYN PARK DRAINAGE AND SUPERELEVATION PLANS TH 169 AND 101ST AVE INTERCHANGE	SHEET 179 OF 422
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SEE SHEET 180
MATCH LINE TA 117+40.00



	MnDOT Maintenance
	City of Brooklyn Park Maintenance Agreement
	Existing City of Maple Grove Contributing Infrastructure
AGREEMENT # 1034529 EXHIBIT A - SHEET 6 OF 6	

6/27/2018 10:28:11 AM ...\\P1anV InslP1anV11431.dr07.dgn

NO	DATE	BY	CHKD	APPR	REVISION

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Minnesota.

Print Name: **ERIC ROERISH**

Date: _____ License # **45645**

STATE PROJECT NO.
2720-53
110-123-006
189-113-005

CITY PROJECT NO.
4042

DRAWN BY
A. YOST

DESIGNED BY
M. MCCOIN

CHECKED BY
E. ROERISH

CDM, NO. 1811431



CITY OF BROOKLYN PARK
DRAINAGE AND SUPERELEVATION PLANS
TH 169 AND 101ST AVE INTERCHANGE

SHEET
181
OF
422

City of Brooklyn Park Request for Council Action

Agenda Item:	7.7	Meeting Date:	December 9, 2019
Agenda Section:	General Action Items	Originating Department:	Operations and Maintenance - Engineering Services Division
Resolution:	X	Prepared By:	Jeff Holstein, P.E., P.T.O.E. City Transportation Engineer
Ordinance:	N/A		
Attachments:	4	Presented By:	Jesse Struve, City Engineer
Item:	Approve Stipulation of Settlement Agreement for Acquisition of Property from Parcel 4 of the TH 169/101 st Avenue Interchange Project, CIP 4042-19		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2019-_____ APPROVING STIPULATION OF SETTLEMENT AGREEMENT FOR ACQUISITION OF PROPERTY FROM PARCEL 4 OF THE TH 169/101ST AVENUE INTERCHANGE PROJECT, CIP 4042-19.

Overview:

The City Council took several actions over the past five years confirming Brooklyn Park's participation in the design, construction and right of way (ROW) acquisition for an interchange on Trunk Highway 169 at 101st Avenue North. In April 2019, the City Council authorized approval of appraised values, offers for compensation, and acquisition by eminent domain for the interchange project.

The City received the final appraisals for the required right of way needs of the project in May/June and initial offers were made to the affected properties. The offers were based on independent appraisals for the fair market value of the property including severance damages (where required). The initial offers were followed by one month of negotiations, as required by the state, prior to filing for eminent domain on July 15, 2019. The City obtained title and possession by the condemnation action via "quick-take" process of the required properties on October 15, 2019.

Staff continued to work with the city's land acquisition consultant (WSB Associates) and the City Attorney to reach negotiated settlements with all property owners. The April 2019 Council action approved allowing staff and consultants to negotiate reasonable settlements with the property owners with subsequent Council approval. The City Attorney and WSB indicate it is reasonable for the City's last written offer (LWO) prior to filing for eminent domain to be higher than the City appraised values. The goal of this higher offer is to minimize "risk" by avoiding condemnation, additional city attorneys' fees, and paying the court cost and attorneys' fees of the landowner.

Parcel 4 is a 30.94 acre (1,347,723 s.f.) parcel located in the southwest corner of the proposed interchange. A strip along the northern portion of the parcel is needed for the project. This strip of right of way is 69,274 s.f. A Drainage and Utility Easement (1,152 s.f.) and a temporary easement (13,423 s.f.) is also needed. The City's appraiser determined value of the taking at \$254,300. The City Attorney and WSB subsequently advised a LWO of \$356,020 to avoid litigation costs associated with the condemnation process. This offer was later increased to \$378,575 (the same price/s.f paid to Parcels 5 and 9) after the landowner provided the city with a copy of his own appraisal showing a value of \$400,000. The landowner agreed to accept the \$378,575 offer.

The City Attorney prepared a Stipulation of Settlement Agreement to convey ownership of the portion of Parcel 4 needed for the project from the landowner to the city. A copy of this document is attached. Staff and WSB reviewed this document and recommend the City Council approve the Stipulation of Settlement Agreement for acquisition of property from Parcel 4 of the TH 169 / 101st Avenue Interchange Project.

Primary Issues/Alternatives to Consider:

The city deposited the city appraised value of the taking (\$254,300) with the district court on October 15 as part of the taking process. The court has retained this amount. Approval of the stipulation will result in the city processing a new payment to the owner for the full amount (\$378,575) and then receiving reimbursement of the \$254,300 from the court.

Budgetary/Fiscal Issues:

Project No. 4042-19 is included in the City's 2019-2023 Capital Improvement Plan. Funding is planned to come from the City's EDA, special assessments and grants.

Attachments:

- 7.7A RESOLUTION
- 7.7B STIPULATION OF SETTLEMENT AGREEMENT
- 7.7C LOCATION MAP
- 7.7D PARCEL TAKINGS MAP

RESOLUTION #2019-

RESOLUTION APPROVING STIPULATION OF SETTLEMENT AGREEMENT
FOR ACQUISITION OF PROPERTY FROM PARCEL 4 OF THE TH 169/101ST AVENUE
INTERCHANGE PROJECT, CIP 4042-19

WHEREAS, the City of Brooklyn Park is a municipal corporation organized and operating under Minnesota law, and is authorized by Section 11.01 of its City Charter, and by Minnesota Statutes Section 465.01, to acquire private property for an authorized public purpose, using the procedure prescribed by Minnesota Statutes, Chapter 117; and

WHEREAS, in cooperation with the Minnesota Department of Transportation (“MnDOT”), the City has undertaken a project known as the Trunk Highway 169/101st Avenue Interchange Project, City Project CIP 4042-19 (the “Project”) and by Resolution #2019-49, the City Council approved proceeding with the Project; and

WHEREAS, the Project involves the construction of an interchange at Trunk Highway (“TH”) 169 and 101st Avenue; and

WHEREAS, the City is responsible for obtaining the necessary right of way for the Project, and the City Council authorized approval of appraised values, offers for compensation and acquisition by eminent domain at the April 22, 2019 meeting; and

WHEREAS, the City has deemed it necessary to acquire a portion of the parcel located in the southwest corner of the Project (PID # 0711921210001); and

WHEREAS, the City Engineer, City Attorney and the City’s consultant have agreed upon a purchase price of \$378,575 with the landowner for the portion of the parcel to be taken; and

WHEREAS, the City Attorney has prepared a Stipulation of Settlement Agreement to convey the taking from the landowner to the City for the agreed upon price; and

WHEREAS, the City needs to acquire the Real Property Interests before bids can be let for the construction of the Project; and

WHEREAS, the Project is scheduled to commence construction during the 2020 construction season.

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

1. The City Council approves the Stipulation of Settlement Agreement for acquisition of property from Parcel 4 of the TH 169 / 101st Avenue Interchange Project for a cost of \$378,575.00.
2. The Mayor and City Manager are authorized to execute the agreement on behalf of the City.

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN

FOURTH JUDICIAL DISTRICT

Case Type: Condemnation

Court File No.: 27-CV-19-11928

City of Brooklyn Park, a municipal
corporation under Minnesota law,

Petitioner,

vs.

**STIPULATION OF SETTLEMENT
AGREEMENT
(Parcel 4)**

David William Strootman; Bridget Morrow
Strootman; Dale Properties, LLC; Alan J.
Dale; Crossroads Alliance Church; STC Five
LLC; Five Sons and Two Daughters, LLC;
Northern States Power Company; Beverly A.
Goerisch; Donald G. Goerisch; U.S. Bank
National Association; County of Hennepin;
Kevin Thurs; Costney Egan; Egan Exteriors
LLC; Raymond A. Simons; Bernadine H.
Simons; Angela Friberg; Grace Fellowship;
and Baptist General Conference Cornerstone
Fund,

Respondents.

THIS STIPULATION OF SETTLEMENT AGREEMENT ("Agreement") is entered into between City of Brooklyn Park, a municipal corporation under the laws of the State of Minnesota ("City"), and Five Sons and Two Daughters, LLC ("Owner"). The City and the Owner are each individually referred to herein as a "Party" and are collectively referred to herein as "Parties."

I. RECITALS

WHEREAS, the City, having the power of eminent domain as provided in Minnesota Statutes, Chapter 117, filed a petition in eminent domain proceedings and motion for early transfer of title and possession to acquire various interests in land in the City of Brooklyn Park in the above-captioned matter for the reconstruction of the 101st Avenue and U.S. Highway 169 Interchange (“Project”), including those described in Exhibit A attached hereto; and

WHEREAS, Owner is the owner in fee simple of the real estate which is legally described in Exhibit A, attached hereto (“Subject Property” or “Parcel 4” in the above-captioned matter), subject to the encumbrances listed in Exhibit A; and

WHEREAS, on September 19, 2019, the Court filed its Findings of Fact, Conclusions of Law and Order Approving Petition and Transfer of Title and Possession in the above matter, approving the City’s acquisition of the interests in Parcel 4 which are described therein, and which are described in Exhibit A attached hereto (“Parcel 4 Interests”), and authorizing City to obtain the early transfer of title and possession of the Parcel 4 Interests upon the City’s payment to the Owner or deposit with the Court of the City’s approved appraisal of value for the Parcel 4 Interests pursuant to Minnesota Statutes, Section 117.042; and

WHEREAS, on October 15, 2019, pursuant to said Order, the City deposited \$254,300.00 (“Parcel 4 Deposit”) in the Office of the District Court Administrator for Hennepin County, Minnesota, as the City’s approved appraisal of value amount for the Parcel 4 Interests, in order to transfer title and possession of the Parcel 4 Interests to the City; and

WHEREAS, on October 15, 2019, the City filed said Order in the Office of the Hennepin County Recorder, as Document No.A10712087, and filed the Receipt of Deposit in the Office of

the Hennepin County Recorder, as Document No.A10712088, thereby causing title and the right to possession of the Parcel 4 Interests to pass to City; and

WHEREAS, the Parties have reached agreement on the total amount which the City will pay to Owner in settlement of all claims which the Owner may have against the City for the taking by City of the Parcel 4 Interests from Owner in this matter, and the Parties hereby enter this Agreement to confirm the terms of their agreement.

II. AGREEMENT

NOW, THEREFORE, in consideration of their mutual promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties stipulate and agree as follows:

2.1 **Recitals.** The Parties agree with all of the recitals set forth above and agree to make each of the recitals set forth above part of this Agreement.

2.2 **Settlement Amount.** The Parties agree that the City will pay Owner a Settlement Amount of Three Hundred Seventy Eight Thousand Five Hundred Seventy Five Dollars and no/100 (\$378,575.00) as total compensation for the acquisition herein by City of the Parcel 4 Interests, as described in Exhibit A attached hereto, that said amount is fair and equitable total compensation for the acquisition by the City of the Parcel 4 Interests, and that City's payment of the Settlement Amount satisfies any and all claims which the Owner could assert against the City in the above captioned matter in connection with the City's acquisition of the Parcel 4 Interests for the Project, including, but not limited to: damages for the taking of real estate, fixtures, and improvements, if any, severance damages to the remainder of the Subject Property, damages to the Subject Property due to construction-related interference, demolition and related expenses, and reimbursement of litigation expenses, including appraisal fees, expert fees, interest, and attorney fees incurred by Owner herein.

2.3 **Contingency.** This Agreement is contingent upon the approval of the City Council of the City of Brooklyn Park.

2.4 **Payment.** City will pay the Settlement Amount to Owner by postage-paid first-class mail addressed to Owner, Attention David Regan, Chief Manager, at 18000 County Road 81, Dayton, MN 55369, within 15 days following the approval of this Agreement by the City Council of City.

2.5 **Deposit.** Owner hereby assigns the Parcel 4 Deposit to City, effective upon City Council's approval of this Agreement.

III. MISCELLANEOUS

3.1 **Waiver of Notice.** The Owner hereby waives its right to further notices and hearings under Minnesota Statutes, Chapter 117.

3.2 **Choice of Law.** This Agreement is governed by and shall be construed in accordance with the laws of the State of Minnesota.

3.3 **Court Retains Jurisdiction.** The Parties agree that Hennepin County District Court has jurisdiction to enforce this Agreement.

3.4 **Voluntary Agreement.** The undersigned have read this Agreement and understand its terms. The Owner acknowledges that it has had a sufficient opportunity to consult with legal counsel of the Owner's choice, and the Owner voluntarily enters into this Agreement, and intends to be fully bound by all of the terms stated herein.

3.5 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties. In executing this Agreement and compromising all claims which it may have related to the Project, the Owner specifically represents that it is not relying on any statements or promises by or on behalf of the City other than those stated in this Agreement. Upon approval of this Agreement by the City Council of City, the terms of this Agreement shall constitute a binding contract. No modification or amendment to this Agreement shall be valid or binding unless contained in a written instrument which is signed by all Parties hereto and approved by the City Council of City.

3.6 **Effective Date.** This Agreement shall become effective upon its execution by or on behalf of all parties, and delivery of the fully signed Agreement to both the City and the Owner.

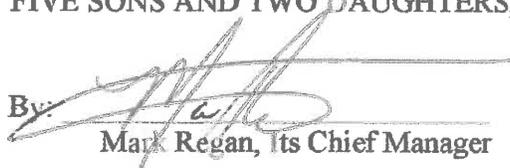
IN WITNESS THEREOF, the undersigned have each executed this Agreement on the day and year set forth below.

SIGNATURE PAGE FOR OWNER

OWNER:

FIVE SONS AND TWO DAUGHTERS, LLC

Dated: 12-2-19, 2019

By: 
Mark Regan, Its Chief Manager

Dated: December 2, 2019.

KENNEDY & GRAVEN, CHARTERED

By:

Robert J. Lindall

Douglas D. Shaffel (#0391985)

Robert J. Lindall (#63277)

470 U.S. Bank Plaza

200 South Sixth Street

Minneapolis, MN 55402

(612) 337-9300

**ATTORNEYS FOR CITY OF
BROOKLYN PARK**

Dated: _____, 2019

CITY OF BROOKLYN PARK

By _____

Jeffrey Lunde, Mayor

By _____

Jay Stroebel, City Manager

EXHIBIT A**Parcel No. 4:** Property I.D. 07-119-21-21-0001, Abstract**Property Address:** 8901 - 101st Av N, Brooklyn Park, MN 55445**Description of Subject Property:**

The Northeast Quarter of the Northwest Quarter of Section 7, Township 119, Range 21, Hennepin County, Minnesota, except that part thereof described as follows:

All that part of the following described tract: The East Quarter of the Northeast Quarter of the Northwest Quarter of Section 7, Township 119, Range 21 West; which lies easterly of a line run parallel with and distant 184 feet westerly of the following described line:

Beginning at a point on the north line of said section 7, distant 75.02 feet west of the north Quarter corner thereof; thence run southerly at an angle of 88 degrees 52 minutes 30 seconds with said north section line (when measured from west to south) for 218.91 feet; thence deflect to the left on a 0 degree 45 minute curve (Delta angle 12 degrees 48 minutes 35 seconds) for 1,707.96 feet and there terminating.

EXCEPT

That part of Tract A described below:

Tract A. That part of the Northeast Quarter of the Northwest Quarter of Section 7, Township 119 North, Range 21 West, Hennepin County, Minnesota, which lies westerly of the westerly right of way line of Trunk Highway No. 169 as now located and established, and southerly of the southerly right of way line of the public road running along the north line of said Section 7; which lies northerly of Line 1 described below:

Line 1. From a point on Line 2 described below, distant 92.50 feet southerly of its point of beginning, run westerly at right angles to said Line 2 for 184 feet to the point of beginning of Line 1 to be described; thence run northwesterly to a point distant 70 feet southerly (measured at right angles) of a point on the north line of said Section 7, distant 325.02 feet westerly of the north quarter corner thereof; thence run westerly to a point distant 40 feet southerly (measured at right angles) of a point on the north line of said Section 7, distant 975.02 feet west of the north quarter corner thereof; thence run northerly to a point on the north line of said Section 7, distant 975.02 feet west of the north quarter corner thereof and there terminating;

Line 2. Beginning at a point on the north line of said Section 7, distant 75.02 feet west of the north quarter corner thereof; thence run southerly at

an angle of 88 degrees 52 minutes 30 seconds from said north section line (measured from west to south) for 200 feet and there terminating.

Description of portion of Property to be taken in fee:

All that part of the Subject Property (described above), lying northerly and easterly of the following described line:

Commencing at the northeast corner of said Northeast Quarter of the Northwest Quarter; thence South 00 degrees 17 minutes 06 seconds West, assumed bearing, along the east line of said Northeast Quarter of the Northwest Quarter, 150.00 feet; thence South 89 degrees 58 minutes 16 seconds West, 261.32 feet to the westerly right of way line of United States Trunk Highway 169 and the point of beginning of the line to be described; thence continuing South 89 degrees 58 minutes 16 seconds West, 687.96 feet; thence North 00 degrees 03 minutes 07 seconds West, 92.57 feet; thence North 85 degrees 11 minutes 24 seconds West, 112.29 feet; thence South 89 degrees 56 minutes 53 seconds West, 247.51 feet to the west line of said Northeast Quarter of the Northwest Quarter and said line there terminating.

Description of access to be taken:

All right of access, being the right of ingress to and egress from the hereinbefore described property to be taken in fee excepting therefrom the westerly 359.68 feet of said property.

Description of easements to be taken:

Permanent Easement for Drainage and Utilities

A permanent Easement for Drainage and Utility purposes over, under, and across a portion of the Subject Property described as follows:

Commencing at the northeast corner of said Northeast Quarter of the Northwest Quarter; thence South 89 degrees 58 minutes 16 seconds West, assumed bearing, along the north line of said Northeast Quarter of the Northwest Quarter, 1128.62 feet; thence South 00 degrees 01 minutes 44 seconds East, 47.98 feet to the point of beginning of the land to be described; thence South 00 degrees 03 minutes 07 seconds East, 36.00 feet; thence North 89 degrees 56 minutes 53 seconds East, 32.00 feet; thence North 00 degrees 03 minutes 07 seconds West 36.00 feet; thence South 89 degrees 56 minutes 53 seconds West, 32.00 feet to the point of beginning.

Temporary Grading Easement

A temporary Easement for Grading purposes over, under, and across a portion of the Subject Property described as follows:

Commencing at the northeast corner of said Northeast Quarter of the Northwest Quarter; thence South 00 degrees 17 minutes 06 seconds West, assumed bearing, along the east line of said Northeast Quarter of the Northwest Quarter, 150.00 feet; thence South 89 degrees 58 minutes 16 seconds West, 261.32 feet to the westerly right of way line of United States Trunk Highway 169; thence continuing South 89 degrees 58 minutes 16 seconds West, 687.96 feet; thence North 00 degrees 03 minutes 07 seconds West, 60.00 feet to the point of beginning of the land to be described; thence continuing North 00 degrees 03 minutes 07 seconds West, 32.57 feet; thence North 85 degrees 11 minutes 24 seconds West, 112.29 feet; thence South 89 degrees 56 minutes 53 seconds West, 247.51 feet to the west line of said Northeast Quarter of the Northwest Quarter; thence South 00 degrees 20 minutes 24 seconds along said west line, 41.95 feet; thence North 89 degrees 58 minutes 16 seconds East, 359.68 feet to the point of beginning.

Term of Temporary Easement: November 15, 2019—November 15, 2021

Subject to easements of record, except as taken herein. Note: Petitioner intends to take the interests described above subject to an easement for sewer conveyed to the Metropolitan Council at A7453922 (re Parcel 25).

Interests being acquired as to fee takings and encumbered as to easement takings within the taking areas described above:

NAME	NATURE OF INTEREST
Five Sons and Two Daughters, LLC	Fee Owner
Northern States Power Company	Easement
All other parties unknown, together with unknown successors, assigns, heirs, devisees and spouses, if any	Any right, title or interest within the acquired portion of the Subject Property

Notwithstanding the foregoing attempt to identify all interests held by a party named herein, it is Petitioner's intention to acquire or encumber all interests owned or claimed by the named respondents in the Subject Property within the taking areas described above.



Offices in
Minneapolis
Saint Paul
St. Cloud

470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402
(612) 337-9300 telephone
(612) 337-9310 fax
www.kennedy-graven.com
Affirmative Action, Equal Opportunity Employer

ROBERT J. LINDALL

Attorney at Law
Direct Dial (612) 337-9219
Real Property Law Specialist
Certified By Minnesota State Bar Association

November 20, 2019

Mr. Scott Gray
Metro Legal Services, Inc.
Suite 150 Towle Bldg.
330 Second Avenue South
Minneapolis, MN 55401
sgray@metrolegal.com

**RE: City of Chanhassen v. PCH Development, LLC, et al
Reconstruction and Expansion of CSAH 101-Pioneer Trail to CSAH 61
Court File No. 10-CV-19-1132**

Dear Scott:

Please arrange for service of the following documents upon those respondents listed in the attached service list.

1. Petition; and
2. Notice of Hearing on Petition

We would like the service completed by December 16, 2019. Please keep me or Doug Shaftel of our office posted as to any parties you are unable to serve prior to that date. Please return the affidavits of personal service to my office by December 27, 2019. The hearing on petition is scheduled for January 7, 2020, at 8:30 a. m.

If you have any questions, please call me at (612) 337-9219. Thank you for your assistance.

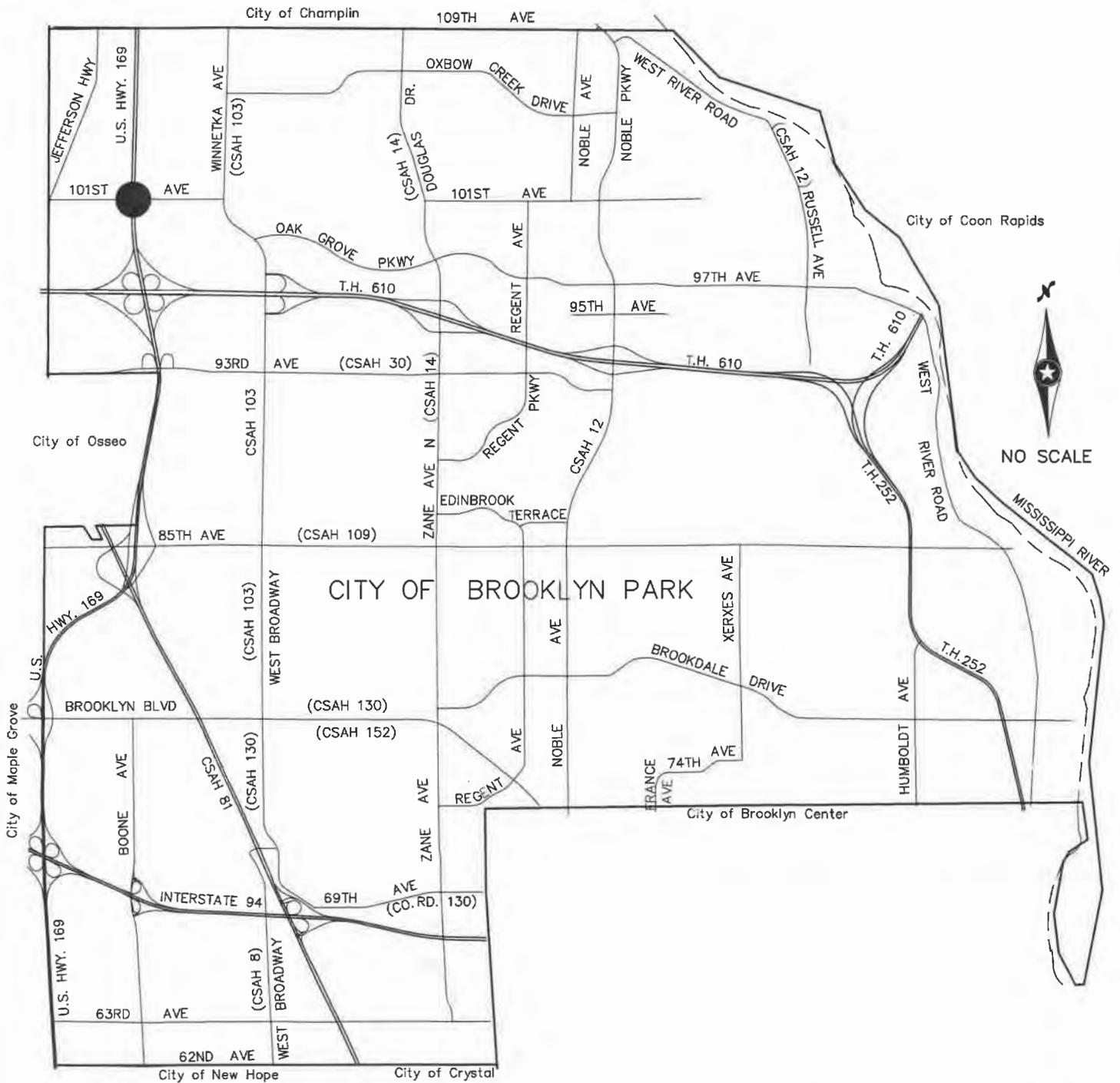
Very truly yours

A handwritten signature in blue ink that reads "Bob Lindall".

Robert J. Lindall
RJL/cr
Enclosures

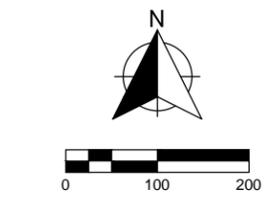
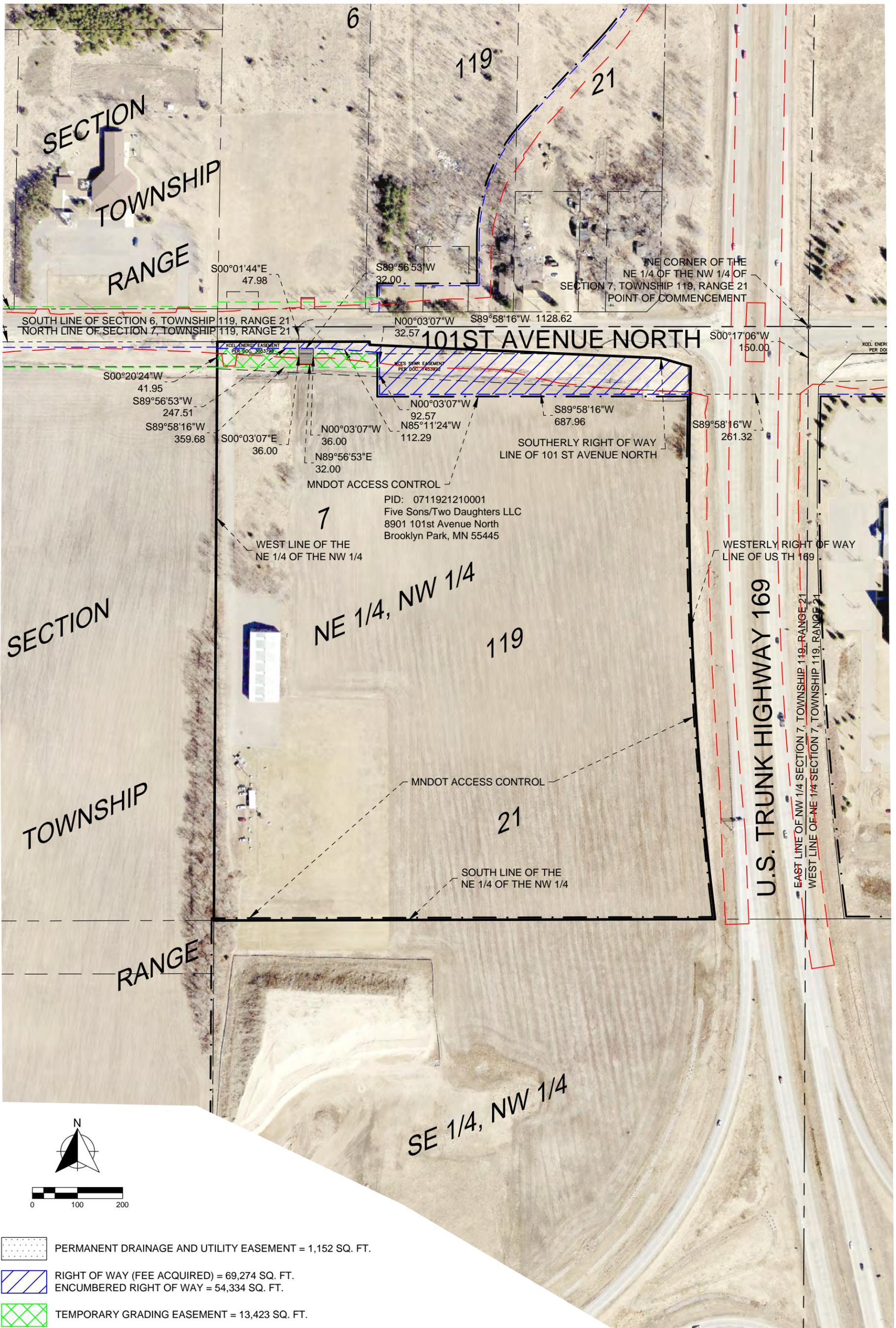
cc: Doug Shaftel

TH 169/101ST AVE INTERCHANGE PROJECT



● PROPOSED PROJECT





-  PERMANENT DRAINAGE AND UTILITY EASEMENT = 1,152 SQ. FT.
-  RIGHT OF WAY (FEE ACQUIRED) = 69,274 SQ. FT.
ENCUMBERED RIGHT OF WAY = 54,334 SQ. FT.
-  TEMPORARY GRADING EASEMENT = 13,423 SQ. FT.
-  CONSTRUCTION LIMITS

Prepared by:



TH 169 / 101st Avenue Interchange
Easement Exhibit
Parcel 4
8901 101st Avenue North
Brooklyn Park, Minnesota

WSB Project No. 012336-000

Date: 3/1/19



City of Brooklyn Park Request for Council Action

Agenda Item:	7.8	Meeting Date:	December 9, 2019
Agenda Section:	General Action Items	Originating Department:	Recreation and Parks
Resolution:	X	Prepared By:	Jody Yungers, Director, Recreation and Parks; Jennifer Jordan, Senior Project Manager
Ordinance:	N/A		
Attachments:	2	Presented By:	Jody Yungers
Item:	Authorize Approval of Purchase Agreement Between City and Excell Academy for Fair Oaks Park, Contingent on Vacation of City-Owned Property		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION 2019-_____ AUTHORIZING APPROVAL OF A PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF BROOKLYN PARK AND FRIENDS OF EXCELL ACADEMY FOR \$4.47 PER SQUARE FOOT (APPROXIMATELY \$526,035), CONTINGENT ON VACATION OF CITY-OWNED PROPERTY (FAIR OAKS PARK).

Overview:



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 Jody 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 Yungers brought the request to the Recreation and Parks Advisory Commission (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.

On December 2, 2019, Director Yungers brought forward the first reading of an ordinance to convey the Fair Oaks Park property to Excell Academy. Since that time, Excell Academy has indicated that estimates on projected bond proceeds for the project would allow them to pay industrial value for the east section of the property.

Appraisal:

Staff requested an appraisal which identified the greatest value (business) for the property at \$1,130,000 (\$4.47 per square foot) 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 per square foot).

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 campus expansion, thus allowing for the potential of a future business building to be developed on the west parcel. Staff recommends that the east portion of the property be sold at industrial value as highlighted in the table below.

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 only the East section of the park property is sold 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 a taxable parcel.
- 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.

Attachments:

7.8A RESOLUTION

7.8B PURCHASE AND SALE AGREEMENT

RESOLUTION #2019-

RESOLUTION AUTHORIZING APPROVAL OF A PURCHASE AND SALE AGREEMENT
BETWEEN THE CITY OF BROOKLYN PARK AND FRIENDS OF EXCELL ACADEMY
FOR \$4.47 PER SQUARE FOOT (APPROXIMATELY \$526,035), CONTINGENT ON
VACATION OF CITY-OWNED PROPERTY (FAIR OAKS PARK)

WHEREAS, the City of Brooklyn Park ("City") is the owner of a parcel of land, legally described as:

Real property in the City of Brooklyn Park, County of Hennepin, State of Minnesota, described as follows:

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.

(Abstract Property)

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.

(Abstract Property)

Parcel 3:

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

WHEREAS, Excell Academy, the owner of the parcel adjacent to said Property, desires to purchase the Property in order to construct certain improvements on the Property; and

WHEREAS, the City finds that sale of the Property to Excell Academy, a charter school, would serve a public purpose by providing space to develop parking, circulation, and a playground area for the school.

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

1. The City Council approves the purchase agreement for sale of Fair Oaks Park to Excell Academy for a price of \$4.47 per square foot.
2. The City Council is authorized and directed to sell the Property to Friends of Excell Academy.
3. The Mayor and City Manager are authorized to execute the purchase agreement and all appropriate documents on behalf of the City to facilitate the transactions and to take all steps and actions necessary or convenient to accomplish the intent of this Resolution.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is made and entered into effective as of December ____, 2019 (the “**Effective Date**”), by and between **THE CITY OF BROOKLYN PARK**, as seller (“**Seller**”) and **FRIENDS OF EXCELL ACADEMY**, a Minnesota non-profit corporation, as buyer (“**Buyer**”).

RECITALS:

- A. Seller is the owner of the Property (hereinafter defined), consisting of an approximately 8.52-acre parcel that contains a public park located in the City of Brooklyn Park, County of Hennepin, State of Minnesota, legally described on Exhibit A which is attached hereto and made a part thereof (the “**Land**”).
- B. Seller desires to sell, and Buyer desires to buy an approximately 2.66-acre portion of the Land that is depicted on the attached Exhibit B to Buyer (the “**Property**”) and Buyer desires to purchase the Property upon the terms and conditions set forth herein:

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SALE OF PROPERTY.**

- (a) Seller agrees to sell the Property to Buyer and Buyer desires to purchase the Property under the terms and conditions provided herein. To sell the Property, Seller must cause the Land to be subdivided into two parcels (the “**Subdivision**”), one of which will be the Land and the other will be the remaining portion of approximately 5.86 acres (the “**Seller Parcel**”). To complete the Subdivision, a survey (the “**Survey**”) and a plat (the “**Plat**”) will be necessary. Once the Survey is approved by Buyer and Seller, the parties agree to amend this Agreement to include the exact legal description of the Property. Buyer shall be responsible for obtaining the survey. The costs of the Survey, the Plat, and the subdivision of the Land shall be the responsibility of Buyer. Buyer shall supply a copy of said survey to Seller as soon as it receives the same.
- (b) Buyer and Seller will work diligently to complete the Subdivision. However, if the Subdivision is not complete at the time of the Closing, Seller will deliver a deed to Buyer for the entire Land, which deed will include a right of reverter in favor of Seller as to the Seller Parcel, and Buyer covenants to work with Seller to complete the Subdivision and to convey the Seller Parcel to Seller after the Subdivision is complete. Buyer agrees that it will pay a monetary penalty to Seller of \$1000.00 for each 30 day period that the Seller Parcel is not reconveyed to Seller after the Subdivision is complete. Buyer shall be responsible for all costs associated with the reconveyance of the Seller Parcel, including, but not limited to, an updated title insurance commitment, title search and examination fees, title insurance premium, and recording fees. The provisions of this Section 1.b shall survive Closing.

2. **PURCHASE PRICE AND PAYMENT.** The purchase price for the Property (the “**Purchase Price**”) shall be \$4.47/square foot. The Purchase Price shall be payable as follows:

- a. The amount of \$35,000 and 00/100^{ths} Dollars (\$35,000.00) (together with any interest earned thereon the “**Initial Earnest Money**”) in cash shall be deposited by Buyer in

escrow with a title company acceptable to Buyer and Seller (the “**Title Company**” or “**Escrow Agent**,” as applicable) upon the execution hereof to be held by the Escrow Agent in accordance with an escrow agreement among Seller, Buyer and Title Company, to be deposited in an interest-bearing account, with all interest earned to added to and included in the Earnest Money and disbursed to Buyer or Seller in accordance with the terms of this Agreement.

- b. The balance of the Purchase Price, subject to adjustments and prorations as hereinafter provided, shall be paid in cash, by certified or cashier’s check or by received wire transfer, on the Closing Date.

3. **TITLE MATTERS**: Within fifteen (15) business days of the Effective Date, Seller shall furnish the following (collectively, the “**Title Evidence**”) to Buyer, in a true, correct and complete form:

- a. **Commitment**. A current commitment for an ALTA Owner’s Policy of Title Insurance (“**Commitment**”) for title insurance issued by the Title Company in the amount of the Purchase Price, showing the status of title of the Property and all exceptions, including liens, encumbrances, easements, restrictions, rights of way, covenants, reservations and other conditions, if any, affecting the Property which would appear in a title policy, if issued, and committing to issue such title policy to Buyer in the full amount of the Purchase Price for the Property on the Closing Date. In connection with the issuance of the Commitment, Seller shall also deliver to Buyer a copy of each of the documents listed in Schedule B of the Commitment. The Commitment will commit Title Company to insure title to the Real Property and all appurtenant easements, subject only to the encumbrances permitted in accordance with the provisions set forth in this Section 3.
- b. **Title Objection**. Buyer shall have ten (10) business days after the Effective Date to complete its review of the Title Evidence and to render any objections as to matters of title and/or survey in writing to Seller. Seller shall have ten (10) business days from the date of receipt of such objections to have such objections removed or satisfied; provided that any recorded mortgage or other liens shall be satisfied at or prior to the Closing Date. If Seller fails to cure such objections prior to the expiration of the ten (10) business day period, or if during such ten business (10) day period Seller notifies Buyer of its decision not to cure or remove some or all of such objections prior to the expiration of the ten (10) business day period, Buyer may either (i) terminate this Agreement by giving Seller written notice thereof, in which event the Earnest Money shall be returned by Escrow Agent to Buyer, and neither party shall thereafter have any further rights, duties or obligations hereunder, or (ii) elect to purchase the Property subject to the objected matters and cure or remove such objected matters with no adjustment to the Purchase Price. If not sooner satisfied, Seller shall satisfy any mortgages or monetary liens on or before the Closing Date. Any matters on the Survey and/or Commitment not objected to by Buyer shall be deemed “**Permitted Encumbrances**.”
- c. Notwithstanding anything in this Agreement to the contrary, Seller will cause the restriction concerning park use to be removed from the Property at the time of conveyance to Buyer.

4. **INVESTIGATION PERIOD**.

- a. Buyer shall have until the earlier of the Closing or December 31, 2019 (the “**Investigation Period**”) to inspect the Property and perform such other due diligence

with respect to the Property as Buyer reasonably deems necessary, including environmental, mechanical and structural investigation and testing.

- b. Buyer shall pay all costs and expenses related to or arising out of Buyer's activities on the Property and, following completion of any physical testing on the Property, shall restore the Property to substantially the same condition as existing prior to any tests or investigations. Buyer shall indemnify, defend and hold Seller and the Property harmless from any and all costs, expenses, liens (including mechanic's liens), damages, claims and any other liability (including reasonable attorneys' fees) arising out of or related to Buyer's activities on the Property prior to the Closing Date. The provisions of this Section 4.b shall survive Closing.

5. **SELLER'S WARRANTIES, REPRESENTATIONS AND COVENANTS.** Seller hereby warrants, represents and covenants to Buyer that, as of the date hereof, each of the following is true and accurate:

a. Seller's Representations.

- i. Seller has no actual knowledge of any existing, pending, or threatened litigation, suit, action, or proceeding before any court or administrative agency affecting Seller or the Property, which would impact Seller's power or authority to consummate the sale.
- ii. Seller has no actual knowledge of receiving written notice of any pending or commenced public improvements which may result in assessments against the Property, nor has Seller received written notice of any condemnation or eminent domain proceedings pending or threatened with respect to the Property.
- iii. this Agreement and all documents and acts contemplated hereby are duly authorized by all requisite action of Seller. This Agreement has been duly executed and delivered; all of the documents to be signed by Seller will have been duly executed and delivered at Closing and such execution, delivery and performance by Seller does not conflict with, or result in, a violation of any judgment, order, or decree of any court or arbitrator to which Seller is a party or by which it is bound; this Agreement and any other documents to be signed by Seller will contain the valid and binding obligations of Seller, and be enforceable in accordance with their terms.
- iv. Seller is not a "foreign person", "foreign partnership", "foreign trust" or "foreign estate" as those terms are defined in Section 1445 of the Internal Revenue Code of 1986 (as amended) ("**Code**"). Seller is not a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Asset Control; that Seller is not listed in the annex to, and is not otherwise subject to the provisions of, Executive Order No. 13224 (the "Executive Order"); and that Seller is not acting on behalf on any Person or entity that is listed in the annex to, or is otherwise subject to the provisions of the Executive Order.
- v. There are no material contracts, leases, arrangements, or understandings with respect to or affecting the Property other than disclosed to Buyer in writing.

- vi. Seller has no actual knowledge of any underground or above ground storage tanks currently upon the Property and no underground or above ground storage tank formerly on the Property has had a release for which corrective action was taken. Seller has filed or will file upon Buyer's written request all required and applicable affidavits pursuant to Minn. Stat. § 116.48(6).
 - vii. Seller has no actual knowledge of any wells or septic systems upon on the Property and Seller hereby makes the disclosure pursuant to Minn. Stat. § 103I.235(1) that upon written request of Buyer, at Closing, Seller will deliver any required well certificate pursuant to Minn. Stat. § 103I.235(1) and if no such well certificate is required, shall include on the deed the statement "The Seller certifies that the Seller does not know of any wells on the described real property".
 - viii. Solely for purposes of satisfying the requirements of Minn. Stat. § 115.55, Seller represents that to its actual knowledge there is no "individual sewage treatment system" (within the meaning of such statute) on or serving the Property.
 - ix. Solely for purposes of satisfying the requirements of Minn. Stat. § 152.0275, Seller has no actual knowledge of any methamphetamine production that has occurred on the Property.
 - x. If airport zoning regulations affect the real property that is the subject of this Agreement, Seller references that a copy of those airport zoning regulations as adopted can be viewed or obtained at the office of the county recorder where the zoned area is located. This disclosure is made pursuant to Minnesota Statutes, Section 513.56 subd. 3.
- b. ~~AS-IS~~. EXCEPT FOR SELLER'S REPRESENTATIONS IN SECTION 5.a ABOVE, THE PROPERTY IS EXPRESSLY PURCHASED AND SOLD "AS IS," "WHERE IS," AND "WITH ALL FAULTS." THE PURCHASE PRICE AND THE TERMS AND CONDITIONS SET FORTH HEREIN ARE THE RESULT OF ARM'S-LENGTH BARGAINING BETWEEN ENTITIES FAMILIAR WITH TRANSACTIONS OF THIS KIND, AND SAID PRICE, TERMS AND CONDITIONS REFLECT THE FACT THAT BUYER SHALL HAVE THE BENEFIT OF, AND IS NOT RELYING UPON, ANY INFORMATION PROVIDED BY SELLER OR BROKER OR STATEMENTS, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, MADE BY OR ENFORCEABLE DIRECTLY AGAINST SELLER OR BROKER, INCLUDING, WITHOUT LIMITATION, ANY RELATING TO THE VALUE OF THE PROPERTY, THE PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY, ANY STATE, FEDERAL, COUNTY OR LOCAL LAW, ORDINANCE, ORDER OR PERMIT; OR THE SUITABILITY, COMPLIANCE OR LACK OF COMPLIANCE OF THE PROPERTY WITH ANY REGULATION, OR ANY OTHER ATTRIBUTE OR MATTER OF OR RELATING TO THE PROPERTY (OTHER THAN ANY COVENANTS OF TITLE CONTAINED IN THE DEED CONVEYING THE PROPERTY AND SELLER'S REPRESENTATIONS). BUYER AGREES THAT SELLER SHALL NOT BE RESPONSIBLE OR LIABLE TO BUYER FOR ANY DEFECTS, ERRORS OR OMISSIONS, OR ON ACCOUNT OF ANY CONDITIONS AFFECTING THE PROPERTY. BUYER, ITS SUCCESSORS AND ASSIGNS, AND ANYONE CLAIMING BY, THROUGH OR UNDER BUYER, HEREBY FULLY RELEASES TOGETHER WITH SELLER'S AFFILIATES, SUCCESSORS, ASSIGNS, MANAGERS, MEMBERS, EMPLOYEES, OFFICERS, DIRECTORS, TRUSTEES, SHAREHOLDERS, COUNSEL, REPRESENTATIVES, AND AGENTS

(“**SELLER’S INDEMNIFIED PARTIES**”), FROM, AND IRREVOCABLY WAIVES ITS RIGHT TO MAINTAIN, ANY AND ALL CLAIMS AND CAUSES OF ACTION THAT IT OR THEY MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST SELLER’S INDEMNIFIED PARTIES WITH RESPECT TO ANY AND ALL LOSSES ARISING FROM OR RELATED TO ANY DEFECTS, ERRORS, OMISSIONS OR OTHER CONDITIONS AFFECTING THE PROPERTY. BUYER REPRESENTS AND WARRANTS THAT, AS OF THE DATE HEREOF AND AS OF THE CLOSING DATE, IT HAS AND SHALL HAVE REVIEWED AND CONDUCTED SUCH INDEPENDENT ANALYSES, STUDIES (INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL STUDIES AND ANALYSES CONCERNING THE PRESENCE OF LEAD, ASBESTOS, PCBs AND RADON IN AND ABOUT THE PROPERTY), REPORTS, INVESTIGATIONS AND INSPECTIONS AS IT DEEMS APPROPRIATE IN CONNECTION WITH THE PROPERTY. IF SELLER PROVIDES OR HAS PROVIDED ANY DOCUMENTS, SUMMARIES, OPINIONS OR WORK PRODUCT OF CONSULTANTS, SURVEYORS, ARCHITECTS, ENGINEERS, TITLE COMPANIES, GOVERNMENTAL AUTHORITIES OR ANY OTHER PERSON OR ENTITY WITH RESPECT TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE OFFERING PREPARED BY BROKER, BUYER AND SELLER AGREE THAT SELLER HAS DONE SO OR SHALL DO SO ONLY FOR THE CONVENIENCE OF BOTH PARTIES, BUYER SHALL NOT RELY THEREON AND THE RELIANCE BY BUYER UPON ANY SUCH DOCUMENTS, SUMMARIES, OPINIONS OR WORK PRODUCT SHALL NOT CREATE OR GIVE RISE TO ANY LIABILITY OF OR AGAINST SELLER’S INDEMNIFIED PARTIES. BUYER SHALL RELY ONLY UPON ANY TITLE INSURANCE OBTAINED BY BUYER WITH RESPECT TO TITLE TO THE PROPERTY. BUYER ACKNOWLEDGES AND AGREES THAT NO REPRESENTATION HAS BEEN MADE AND NO RESPONSIBILITY IS ASSUMED BY SELLER WITH RESPECT TO CURRENT AND FUTURE APPLICABLE ZONING OR BUILDING CODE REQUIREMENTS OR THE COMPLIANCE OF THE PROPERTY WITH ANY OTHER LAWS, RULES, ORDINANCES OR REGULATIONS, THE FINANCIAL EARNING CAPACITY OR EXPENSE HISTORY OF THE PROPERTY, THE CONTINUATION OF CONTRACTS, CONTINUED OCCUPANCY LEVELS OF THE PROPERTY, OR ANY PART THEREOF, OR THE CONTINUED OCCUPANCY BY TENANTS OF ANY LEASES OR, WITHOUT LIMITING ANY OF THE FOREGOING, OCCUPANCY AT CLOSING. PRIOR TO CLOSING, SELLER SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ENFORCE ITS RIGHTS AGAINST ANY AND ALL PROPERTY OCCUPANTS, GUESTS OR TENANTS. BUYER AGREES THAT THE DEPARTURE OR REMOVAL, PRIOR TO CLOSING, OF ANY OF SUCH GUESTS, OCCUPANTS OR TENANTS SHALL NOT BE THE BASIS FOR, NOR SHALL IT GIVE RISE TO, ANY CLAIM ON THE PART OF BUYER, NOR SHALL IT AFFECT THE OBLIGATIONS OF BUYER UNDER THIS CONTRACT IN ANY MANNER WHATSOEVER; AND BUYER SHALL CLOSE TITLE AND ACCEPT DELIVERY OF THE DEED WITH OR WITHOUT SUCH TENANTS IN POSSESSION AND WITHOUT ANY ALLOWANCE OR REDUCTION IN THE PURCHASE PRICE UNDER THIS CONTRACT. BUYER HEREBY RELEASES SELLER FROM ANY AND ALL CLAIMS AND LIABILITIES RELATING TO THE FOREGOING MATTERS. THE PROVISIONS OF THIS SECTION 5.b SHALL SURVIVE THE CLOSING AND DELIVERY OF THE DEED TO BUYER.

- c. Survival of Seller’s Representations. Seller and Buyer agree that Seller’s Representations shall survive Closing for a period of 3 months (the “Survival Period”). Seller shall have no liability after the Survival Period with respect to Seller’s Representations contained herein except to the extent that Buyer has requested

arbitration against Seller during the Survival Period for breach of any of Seller's Representations. Under no circumstances shall Seller be liable to Buyer for more than \$25,000 in any individual instance or in the aggregate for all breaches of Seller's Representations, nor shall Buyer be entitled to bring any claim for a breach of Seller's Representations unless the claim for damage (either in the aggregate or as to any individual claim) by Buyer exceeds \$5,000. In the event that Seller breaches any representation contained in Section 5 and Buyer had knowledge of such breach prior to the Closing Date, Buyer shall be deemed to have waived any right of recovery, and Seller shall not have any liability in connection therewith.

- d. Definition of Seller's Knowledge. Any representations and warranties made "to the knowledge of Seller" or to a similar effect shall not be deemed to imply any duty of inquiry. For purposes of this Agreement, the term Seller's "knowledge" shall mean and refer only to actual knowledge of the Designated Representative of the Seller and shall not be construed to refer to the knowledge of any other partner, officer, director, agent, employee or representative of the Seller, or any affiliate of the Seller, or to impose upon such Designated Representative any duty to investigate the matter to which such actual knowledge or the absence thereof pertains, or to impose upon such Designated Representative any individual personal liability. As used herein, the term Designated Representative shall refer to the City Manager ("**Designated Representative**").

6. **BUYER'S WARRANTIES, REPRESENTATIONS AND COVENANTS.**

- a. Buyer's Representations And Warranties. For the purpose of inducing Seller to enter into this Agreement and to consummate the sale and purchase of the Property in accordance herewith, Buyer represents and warrants to Seller the following as of the Effective Date and as of the Closing Date:
 - i. Buyer is a non-profit corporation duly organized, validly existing and in good standing under the laws of Minnesota and is duly admitted as a foreign entity under the laws of Minnesota.
 - ii. Buyer, acting through any of its duly empowered and authorized officers or members, has all necessary entity power and authority to own and use its properties and to transact the business in which it is engaged, and has full power and authority to enter into this Agreement, to execute and deliver the documents and instruments required of Buyer herein, and to perform its obligations hereunder; and no consent of any of Buyer's directors, officers or members are required to so empower or authorize Buyer. The compliance with or fulfillment of the terms and conditions hereof will not conflict with, or result in a breach of, the terms, conditions or provisions of, or constitute a default under, any contract to which Buyer is a party or by which Buyer is otherwise bound, which conflict, breach or default would have a material adverse effect on Buyer's ability to consummate the transaction contemplated by this Agreement. This Agreement is a valid, binding and enforceable agreement against Buyer in accordance with its terms.
 - iii. No pending or, to the knowledge of Buyer, threatened litigation exists which if determined adversely would restrain the consummation of the transactions contemplated by this Agreement or would declare illegal, invalid or non-binding any of Buyer's obligations or covenants to Seller.

- iv. Other than Seller's Representations, Buyer has not relied on any representation or warranty made by Seller or any representative of Seller (including, without limitation, any broker) in connection with this Agreement and the acquisition of the Property.
 - v. Neither Buyer nor any affiliate of Buyer (as defined in 24 CFR § 200.215) has been debarred, suspended, or voluntarily excluded from participation in any federal grant or procurement program or any program of a state government or agency, or has been the subject of a limited denial of participation issued pursuant to 24 CFR Part 24, Subpart G.
 - vi. Buyer is affiliated with Excell Academy for Higher Learning (the "**School**").
- b. The provisions of this Section 6 shall survive the Closing and delivery of the Deed to Buyer.

7. **Intentionally Left Blank.**

8. **Intentionally Left Blank.**

9. **CLOSING.** Provided that this Agreement has not been canceled or terminated as allowed herein and subject to Seller's and Buyer's compliance with all the terms and conditions of this Agreement, the Closing shall occur on or before fifteen (15) days after the Investigation Period (the "**Closing Date**") at Brooklyn Park City Hall, 5200 85th Avenue North, Brooklyn Park, Minnesota 55443, or at another mutually agreeable time and place. Delivery of possession of the Property (the "**Closing**") shall occur on the Closing Date.

10. **TRANSACTIONS AT CLOSING.**

- a. **Seller's Deliveries.** On the Closing Date, Seller shall deliver or cause to be delivered to Buyer the following documents duly executed and acknowledged by Seller where appropriate (collectively, the "**Conveyance Documents**"):
- i. A quit claim deed in recordable form (the "**Deed**") conveying fee simple title to the Real Property subject only to the Permitted Encumbrances.
 - ii. All documents and instruments that may be required of Seller under applicable law, including any revenue or tax certificates or statements, or any affidavits, certifications or statements relating to the environmental condition of any of the Real Property, the presence (or absence) of wells about the Real Property or the presence (or absence) of storage tanks about the Real Property.
 - iii. A settlement statement consistent with this Agreement executed by Seller.
 - iv. Appropriate federal income tax reporting form.
 - v. All other documents reasonably determined by the Title Company to be necessary to transfer the Property to Buyer in accordance with Agreement.

- b. Buyer's Deliveries. On the Closing Date, Buyer shall deliver or cause to be delivered to Seller the following documents (collectively "**Buyer's Documents**"). Buyer shall deliver to Seller at Closing, all of the following items:
- i. The balance of the Purchase Price as adjusted to reflect the Buyer's share of closing costs, prorations and any fees as more particularly set forth below, by any combination of: (i) wire transfer of federal funds received in the bank designated by the Title Company and/or Seller, (ii) Buyer's certified check endorsed to Title Company and/or Seller, and/or (iii) the deposit of funds on behalf of Buyer by a third party lender or other financial source. If the funds are not received, then Seller may, at Seller's sole option, require that the Closing Date be moved to the next date on which funds shall be received, and all prorations required hereunder shall be made as of such deferred Closing Date.
 - ii. All documents and instruments that may be required of Buyer under applicable law.
 - iii. A settlement statement consistent with this Agreement and satisfactory to Buyer executed by Buyer.
 - iv. Such other documentation reasonably required by the Title Company as a condition to transfer of ownership of the Property.

11. **CLOSING COSTS**. The following costs and expenses shall be paid as follows in connection with the Closing:

- a. Seller's Costs. Seller shall pay the following costs and expenses in connection with the closing:
- i. Recording fees for any title curative documents;
 - ii. Seller's attorney's fees;
 - iii. Seller's appraisal costs; and
 - iv. Other costs to be paid by Seller set forth herein.
- b. Buyer's Costs. Buyer shall pay the following costs and expenses in connection with the closing:
- i. The cost of the Commitment;
 - ii. Deed taxes for the Deed;
 - iii. Recording fees for the Deed and any mortgage registration tax payable upon recordation of any mortgage executed by Buyer to obtain financing for acquisition of the Property by Buyer;
 - iv. Buyer's attorneys' fees;
 - v. Cost for the owner's and lender's policy of title insurance;

- vi. Any escrow or closing fees charged by the title company;
 - vii. Costs associated with the subdivision of the Land;
 - viii. Survey costs;
 - ix. Seller's reasonable attorney's fees associated with the drafting, negotiating, and implementation of this Agreement and other matters related to Buyer's purchase or lease of the Property, including, but not limited to, other agreements, resolutions, and ordinances; and
 - x. Other costs to be paid by Buyer set forth herein.
- c. Other Costs. All other expenses incurred by Seller or Buyer with respect to the consummation of the transaction contemplated by this Agreement, including but not limited to attorneys' fees of Buyer and Seller, are to be borne and paid exclusively by the party incurring the same, without reimbursement except to the extent otherwise specifically provided in this Agreement.
12. **CLOSING PRORATION**. With the understanding that the School is responsible for 100% of the costs discussed below and reimburses Seller for such costs, Seller and Buyer agree to the following prorations and allocation of costs regarding this Agreement:
- a. Real Estate Taxes and Special Assessments. All real estate taxes and assessments attributable to the Property due and payable in the current year shall be prorated as of the Closing Date. Any real estate taxes due and payable in any calendar year which is prior to the current year shall be the obligation of Seller and Seller shall pay all such taxes, including any interest or penalty thereon. Any real estate taxes due and payable in any calendar year which is subsequent to the current year shall be the obligation of Buyer. As of the Closing Date, Seller shall pay all special assessments levied or pending against the Property which are due before the Closing Date, and Buyer shall pay any special assessments which are due after the Closing Date.
13. **NOTICES**. Any notice which any party hereto may desire or may be required to give to any other party shall be in writing and when (a) mailed by certified mail, return receipt requested, or (b) sent by overnight carrier which provides for a return receipt, or (c) hand delivered. Any such notice shall be sent to the respective party's address as set forth below or to such other address as such party may, by notice in writing, designate as its address. Any such notice shall constitute service of notice hereunder three (3) days after the mailing thereof by certified mail, one (1) day after the sending thereof by overnight carrier or upon delivery if hand delivered pursuant to the terms hereof. The notices shall be addressed as follows:

To Seller: City of Brooklyn Park
5200 85th Avenue North
Brooklyn Park, MN 55443
Attn: City Manager

With a copy to: Kennedy & Graven, Chartered
470 U.S. Bank Plaza
200 South Sixth Street

Minneapolis, MN 55402
Attn: Sarah J. Sonsalla

To Buyer: Friends of Excell Academy

Attn: _____

With a copy to: Best & Flanagan LLP
60 South 6th Street
Suite 2700
Minneapolis, MN 55402
Attn: Craig Keppler

14. **REAL ESTATE BROKERS COMMISSIONS.** Buyer represents and warrants to Seller that it has engaged Cushman & Wakefield (“**Broker**”) as its broker and has engaged no other agent, broker, finder or other person in connection with the transaction contemplated by this Agreement in such a manner as to give rise to a valid claim for a broker’s, finder’s or similar fee. Buyer agrees to pay all commissions and other amounts due to Broker. Buyer hereby agrees to indemnify and hold Seller harmless from and against any and all liability, obligation, loss, cost and/or expense (including attorneys’ fees) in connection with the claims of any other agent, broker, finder, or person which are based on the conduct, actions or agreements of Buyer. Seller represents and warrants to Buyer that it has not engaged any agent, broker, finder or other person in connection with the transaction contemplated by this Agreement in such a manner as to give rise to a valid claim for a broker’s, finder’s, or similar fee. Seller hereby agrees to indemnify and hold Seller harmless from and against any and all liability, obligation, loss, costs and/or expense (including attorneys’ fees) in connection with the claims of any such agent, broker, finder, or other person which are based on the conduct, actions, or agreements of Seller.
15. **CONDEMNATION.** If, prior to the Closing Date, eminent domain proceedings are commenced against all or any material portion of the Property that would be required to make the Property unusable for its intended purpose, Seller shall immediately give notice to Buyer of such fact and at Buyer’s option (to be exercised by written notice from Buyer to Seller given within thirty (30) days after Seller’s notice), this Agreement shall terminate, in which event neither party will have any further liability for obligations thereafter accruing under this Agreement. In the event Buyer terminates this Agreement, the parties will have no further obligations under this Agreement and the Earnest Money, together with any accrued interest, shall be refunded to Buyer. If Buyer elects not to terminate this Agreement despite the eminent domain proceedings, Seller shall assign to Buyer at the Closing Date, all of Seller’s rights, title, and interest in and to any award made or to be made in the condemnation proceedings.
16. **BLOCKED PERSONS.** Neither Seller, any Buyer, nor, to the actual knowledge of Seller and Buyer, any of their affiliates, is in violation of any laws relating to terrorism or money laundering (“**Anti-Terrorism Laws**”), including Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the “**Executive Order**”), and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56. Neither party hereto nor, to the actual knowledge of the parties, any of their affiliates, is any of the following: (a) a person or entity that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order; (b) a person or entity owned or controlled by, or acting for or on behalf of, any person or entity that is listed in the annex to, or is otherwise

subject to the provisions of, the Executive Order; (c) a person or entity with which either party is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law; (d) a person or entity that commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order; or (e) a person or entity that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Asset Control at its official website or any replacement website or other replacement official publication of such list. Neither the parties, nor any of their affiliates (i) conduct any business or engage in making or receiving any contribution of funds, goods or services to or for the benefit of any person described in this Section 16, (ii) deals in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order, or (iii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempt to violate, any of the prohibitions set forth in any Anti-Terrorism Law. This Agreement may be terminated by either Buyer or Seller if the other party is determined to be a blocked person within the meaning of the Executive Order.

17. **DEFAULT.**

- a. **Seller's Default; Buyer's Remedies.** If Seller should fail to consummate the transactions contemplated herein for any reason, except for Buyer's default or failure of Buyer to satisfy any conditions to Seller's obligation hereof, then Buyer may at its option (a) in lieu of any claim for damages, enforce the specific performance of this Agreement within six (6) months of the intended Closing Date; or (b) cancel and terminate this Agreement and may be relieved of its obligations hereunder. Should Buyer elect to terminate this Agreement pursuant to this provision, then notwithstanding anything herein to the contrary, all Earnest Money and accrued interest thereon shall be immediately refunded to Buyer. No delay or omission in the exercise of any right or remedy accruing to Buyer upon any breach by Seller under this Agreement shall impair such right or remedy or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver by Buyer of any condition or of the breach of any other term, covenant, or condition hereby contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same of any other term, covenant or condition herein contained. Notwithstanding the foregoing, this provision shall not limit Buyer's remedies with respect to any of the indemnification provisions of this Agreement.

SELLER AND BUYER FURTHER AGREE THAT THIS SECTION 17.a IS INTENDED TO AND DOES LIMIT THE AMOUNT OF DAMAGES DUE BUYER AND THE REMEDIES AVAILABLE TO BUYER, AND SHALL BE BUYER'S EXCLUSIVE REMEDY AGAINST SELLER, BOTH AT LAW AND IN EQUITY ARISING FROM OR RELATED TO A BREACH BY SELLER OF ITS REPRESENTATIONS, WARRANTIES, OR COVENANTS OR ITS OBLIGATION TO CONSUMMATE THE TRANSACTIONS CONTEMPLATED BY THIS CONTRACT. UNDER NO CIRCUMSTANCES MAY BUYER SEEK OR BE ENTITLED TO RECOVER ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, SPECULATIVE OR INDIRECT DAMAGES, ALL OF WHICH BUYER SPECIFICALLY WAIVES, FROM SELLER FOR ANY BREACH BY SELLER, OF ITS REPRESENTATIONS, WARRANTIES OR COVENANTS OR ITS OBLIGATIONS UNDER THIS CONTRACT. BUYER SPECIFICALLY WAIVES THE RIGHT TO FILE ANY LIS PENDENS OR ANY LIEN AGAINST THE PROPERTY UNLESS AND UNTIL IT HAS IRREVOCABLY ELECTED TO SEEK SPECIFIC PERFORMANCE OF THIS CONTRACT AND HAS FILED AN ACTION SEEKING SUCH REMEDY.

- b. Buyer's Default; Seller's Remedies. If Buyer shall fail to consummate the transactions contemplated herein for any reason, except the default by Seller or the failure of Seller to satisfy any of the conditions to the Buyer's obligations set forth herein, Seller may cancel and terminate this Agreement pursuant to Minn. Stat. § 559.21 and be relieved of its obligations hereunder; and retain the Earnest Money as liquidated and agreed-upon damages, as its sole remedy. No delay or omission in the exercise of any right or remedy shall impair such right or remedy accruing to Seller upon any breach by Buyer under this Agreement or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver by the Seller of any condition or of the breach of any other term, covenant or condition herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained. Notwithstanding the foregoing, this provision shall not limit Seller's remedies with respect to any of the indemnification provisions of this Agreement. BUYER AND SELLER HEREBY STIPULATE AND AGREE THAT IT WOULD BE IMPRACTICAL TO DETERMINE SELLER'S DAMAGES IN THE EVENT OF BUYER'S DEFAULT. BUYER AND SELLER AGREE THAT THE AMOUNT OF THE EARNEST MONEY IS A REASONABLE AMOUNT OF COMPENSATION FOR SELLER'S DAMAGES IN THE EVENT OF BUYER'S DEFAULT, AND THAT IN ORDER TO AVOID UNCERTAINTY, BUYER AND SELLER AGREE AND STIPULATE THAT THE RETENTION OF THE EARNEST MONEY SHALL CONSTITUTE SELLER'S DAMAGES AND SOLE REMEDY IN THE EVENT OF BUYER'S DEFAULT UNDER THIS AGREEMENT. THE DEPOSIT OF THE EARNEST MONEY WITH ESCROW AGENT IS A CONDITION PRECEDENT TO THE RIGHT OF BUYER AND THE OBLIGATIONS OF SELLER UNDER THIS AGREEMENT.

18. MISCELLANEOUS

- a. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon Seller and Buyer and their respective heirs, executors, legal representatives, successors and assigns.
- b. Assignment. Buyer may at any time up to the Closing Date, assign this Agreement or any rights or obligations under this Agreement to any third party which is controlled by or under common control with Buyer, without consent of Seller, or to any other third party only with the prior written consent of Seller.
- c. Time of the Essence. Time is of the essence of this Agreement and the closing of the transaction contemplated hereby.
- d. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.
- e. Exhibits. All Exhibits, whether or not annexed hereto, are a part of this Agreement for all purposes.
- f. Entire Agreement. This Agreement constitutes the entire agreement of Buyer and Seller relative to the sale of the Property. Buyer and Seller acknowledge there exists no understanding or provisions relative to the sale of the Property except as set forth in this Agreement. This Agreement may not be changed, waived, discharged or terminated except in writing executed by Buyer and Seller or canceled pursuant to statute.

- g. Construction. No provision of this Agreement shall be construed by any court or other judicial authority against either Seller or Buyer by reason of any such party being deemed to have drafted or structured such provision. Headings contained in this Agreement are for convenience of reference only and shall not be considered in the construction hereof.
- h. Attorneys' Fees. If either Buyer or Seller commences an action against the other to enforce any of the terms of this Agreement or because of the breach by the other party of any of the terms hereof, the losing or defaulting party shall pay to the prevailing party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such an action.
- i. Duration. This Agreement is to be signed and accepted by Buyer and Seller by 5:00 p.m. Central Standard Time on or before December 16, 2019 to accept this Agreement or said offer to purchase shall become null and void.
- j. Definitions. If any date herein set forth for the performance of any obligations by Seller or Buyer or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used in this Section, the term "legal holiday" means any state or federal holiday for which financial institutions or post offices are generally closed in the State of Minnesota.
- k. Severability. If any provision of this Agreement is held to be unenforceable or void, such provision shall be deemed to be severable and shall in no way affect the validity of the remaining terms of this Agreement.
- l. Counterparts. This Agreement may be executed in any number of counterparts and by any combination of the parties hereto in separate counterparts, each of which counterparts shall be an original and all of which taken together shall constitute one and the same agreement.
- m. Waiver. No delay or omission to exercise any right or power accruing upon any default, omission, or failure of performance hereunder shall impair any right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. No waiver, amendment, release, or modification of this Agreement shall be established by conduct, custom, or course of dealing and all waivers must be in writing and signed by the waiving party.
- n. No Recording. Buyer shall not cause or allow this Agreement or any contract or other document related hereto, nor any memorandum or other evidence hereof, to be recorded or become a public record without Seller's prior written consent, which consent may be withheld at Seller's sole discretion. If the Buyer records this Agreement or any other memorandum or evidence thereof, Buyer shall be in default of its obligations under this Agreement. Buyer hereby appoints the Seller as Buyer's attorney-in-fact to prepare and record any documents necessary to effect the nullification and release of the Agreement or other memorandum or evidence thereof from the public records. This appointment shall be coupled with an interest and irrevocable.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

SELLER:

CITY OF BROOKLYN PARK

By: _____

Jeffrey Lunde

Its: Mayor

By: _____

Jay Stroebel

Its: City Manager

[SIGNATURES CONTINUED ON NEXT PAGE]

[SIGNATURES CONTINUED FROM PRECEDING PAGE]

BUYER:
FRIENDS OF EXCELL ACADEMY

By: _____
Name: _____
Its: _____

EXHIBIT A
LEGAL DESCRIPTION OF THE LAND

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

City of Brooklyn Park Request for Council Action

Agenda Item:	7.9	Meeting Date:	December 9, 2019
Agenda Section:	General Action Items	Originating Department:	Recreation and Parks
Resolution:	X	Prepared By:	Jody Yungers, Director, Recreation and Parks; Jennifer Jordan, Senior Project Manager
Ordinance:	N/A		
Attachments:	1	Presented By:	Jody Yungers
Item:	Authorize Vacation of City-Owned Property (Fair Oaks Park)		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2019-_____ AUTHORIZING VACATION OF PUBLIC LAND (FAIR OAKS PARK).

Overview:



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 so 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.

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 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 Commission (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.

On November 25, 2019, a public hearing on vacating the park property was held. No public opposition to the vacation was recorded.

Primary Issues/Alternatives to Consider:

The Brooklyn Park Recreation and Parks System Plan identified Fair Oaks Park as a future candidate for sale as the park is not easily accessible by the general public and does not have a wide range of infrastructure to support robust programming.

Budgetary/Fiscal Issues:

Attachments:

7.9A RESOLUTION

RESOLUTION #2019-

RESOLUTION AUTHORIZING VACATION
OF PUBLIC LAND (FAIR OAKS PARK)

WHEREAS, the Brooklyn Park City Council previously passed Resolution #2019-169 noting its interest in vacating pursuant to Minnesota Statute §412.851 Fair Oaks Park ("Park") legally described In Exhibit A to this Resolution; and

WHEREAS, a public hearing to consider the vacation of the Park was held on November 25, 2019, before the City Council after due published, mailed, and posted notice had been given by the City Clerk and all interested and affected persons were given an opportunity to voice their concerns and be heard; and

WHEREAS, the City Council in its discretion has determined that the vacation of Fair Oaks Park is in the interest of the public because, among other things:

- A. The Park has been underutilized for a number of years and is currently being utilized only on an occasional basis for cricket purposes;
- B. The Park is not readily accessible for use by the general public;
- C. The Park does not have sufficient infrastructure to ensure a wide range of programmed activities at the Park;
- D. No playgrounds or other park facilities are located at the Park;
- E. City funding will not be available in the foreseeable future to program activities at the Park or to develop the Park;
- F. The Brooklyn Park Recreation and Parks System Plan designates the Park as a candidate for potential sale; and
- G. No members of the public spoke in opposition to the vacation of the Park at the November 25, 2019 public hearing.

WHEREAS, four-fifths of all members of the City Council concur in this resolution.

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

1. Fair Oaks Parks, which is legally described in Exhibit A to this Resolution, is vacated.
2. The appropriate City officials are authorized to sign all documents necessary to effectuate the intent of this Resolution and to file a notice of this vacation as required by law.

EXHIBIT A
(Legal Description of Fair Oaks Park)

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.

(Abstract Property)

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.

(Abstract Property)

Parcel 3:

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

City of Brooklyn Park Request for Council Action

Agenda Item:	7.10	Meeting Date:	December 9, 2019
Agenda Section:	General Action Items	Originating Department:	Recreation and Parks
Resolution:	N/A	Prepared By:	Jody Yungers, Director, Recreation and Parks; Jennifer Jordan, Senior Project Manager
Ordinance:	SECOND READING		
Attachments:	1	Presented By:	Jody Yungers
Item:	Second Reading of an Ordinance Authorizing Conveyance of City-Owned Property (Fair Oaks Park) to Excell Academy		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT ON SECOND READING ORDINANCE #2019-_____ AUTHORIZING CONVEYANCE OF CITY-OWNED PROPERTY (FAIR OAKS PARK) TO EXCELL ACADEMY.

Overview:



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 Commission (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.

On December 2, 2019, Director Yungers brought forward the first reading of an ordinance to convey the Fair Oaks Park property to Excell Academy. Since that time, Excell Academy has indicated that estimates on projected bond proceeds for the project would allow them to pay industrial value for the east section of the property.

Primary Issues/Alternatives to Consider:

- 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.

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:

7.10A 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" 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 # 2019-169. 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.

City of Brooklyn Park Request for Council Action

Agenda Item:	7.11	Meeting Date:	December 9, 2019
Agenda Section:	General Action Items	Originating Department:	Recreation and Parks
Resolution:	X	Prepared By:	Jody Yungers, Director, Recreation and Parks; Jennifer Jordan, Senior Project Manager
Ordinance:	N/A		
Attachments:	2	Presented By:	Jody Yungers
Item:	Authorize Approval of Memorandum of Understanding (MOU) between the City of Brooklyn Park and Excell Academy For Higher Learning, Inc. for a Lease Agreement for the Development of Parking Lot and Recreational Amenities on City-Owned Property (Fair Oaks Park)		

City Manager's Proposed Action:

MOTION _____, SECOND _____, WAIVE THE READING AND ADOPT RESOLUTION 2019-_____ APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND EXCELL ACADEMY FOR HIGHER LEARNING, INC. FOR A LEASE AGREEMENT FOR THE DEVELOPMENT OF PARKING LOT AND RECREATIONAL AMENITIES ON CITY-OWNED PROPERTY (FAIR OAKS PARK).

Overview:



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 Jody 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 Yungers brought the request to the Recreation and Parks Advisory Commission (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.

On December 2, 2019, Director Yungers brought forward the first reading of an ordinance to convey the Fair Oaks Park property to Excell Academy. Excell Academy's preferred scenario is for them to acquire the park property; however, Excell Academy has indicated an openness to a lease option.

Primary Issues/Alternatives to Consider:

The major points in the MOU are as follows:

- Lease term of 40 years, plus extension options (such as 3 options of 10 years each, or 6 options of 5 years each).
- Nominal rental payment (i.e. \$1.00 per year).
- Restriction on use: Can only be used for parking, playground, and sports fields and related incidental facilities, and all of those uses are conditioned on Excell Academy remaining in operation as a public charter school.
- Excell Academy will maintain the site. Excell can restrict use to Excell pupils/staff/families during school hours and school extracurriculars, but otherwise the facilities will be open to public use.
- The city will have the right to terminate the lease if (a) the Excell facility located south of and adjacent to the site (the "Schoolhouse") ceases being used as a public charter school and such cessation continues for a period of three years following notice by the city; (b) if the Schoolhouse should be occupied and used by a for-profit user or a private, fee-based school; or (c) if the facilities are being used in violation of the terms of the Lease, including but not limited to, use of the facilities by third parties. Upon termination or expiration of the lease, the city will be the owner of the facilities and will not be required to compensate Excell for the cost of the facilities.
- Subject to site plan approval by the city, Excell will install the facilities at Excell's sole cost and expense, provided that the lease will restrict Excell's use of the site to parking/vehicular traffic, playground, sports field, and recreational use. The facilities must be installed by Excell no later than December 31, 2021. No other improvements or facilities may be constructed on the site by Excell without the permission of the city.

Budgetary/Fiscal Issues:

The city retains ownership of the park but Excell Academy agrees to maintain the park in conjunction with their improvements.

Next Steps:

If the Council chooses to go this route, city staff and Excell Academy would negotiate a lease agreement and bring it to a special City Council meeting on December 16, 2019 prior to the EDA meeting for approval.

Attachments:

7.11A RESOLUTION

7.11B MEMORANDUM OF UNDERSTANDING

RESOLUTION #2019-

RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE CITY OF BROOKLYN PARK AND EXCELL ACADEMY FOR HIGHER LEARNING, INC.
FOR A LEASE AGREEMENT FOR THE DEVELOPMENT OF PARKING LOT AND RECREATIONAL
AMENITIES ON CITY-OWNED PROPERTY (FAIR OAKS PARK)

WHEREAS, the City of Brooklyn Park ("City") is the owner of a parcel of land commonly known as Fair Oaks Park; and

WHEREAS, Excell Academy For Higher Learning, Inc., a charter school, and the owner of a parcel land adjacent to a portion of Fair Oaks Park, desires to enter into a long-term lease agreement for a portion of the Park; and

WHEREAS, the City finds that developing a lease agreement between the City and Excell Academy For Higher Learning, Inc. would serve a public purpose by providing space to develop parking, circulation, and a playground area for the school; and

WHEREAS, the City and Excell Academy For Higher Learning, Inc. have negotiated a Memorandum of Understanding ("MOU") addressing the significant terms that would be included in a lease agreement between the parties.

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

1. The MOU is approved and the appropriate City officials are authorized to sign the MOU and to take all necessary steps to implement the MOU.
2. The City staff is authorized and directed to negotiate a lease agreement with Excell Academy for a portion of Fair Oaks Park.
3. The appropriate City officials are authorized to execute all appropriate documents on behalf of the City to facilitate the transactions and to take all steps and actions necessary or convenient to accomplish the intent of this Resolution.

**MEMORANDUM OF UNDERSTANDING BETWEEN
EXCELL ACADEMY OF HIGHER LEARNING, INC. AND
THE CITY OF BROOKLYN PARK**

I. BACKGROUND

This Memorandum Of Understanding (the “MOU”) is made and entered into this ___ day of December, 2019 (the “Effective Date”) by and between Excell Academy of Higher Learning, Inc., a Minnesota non-profit corporation and Minnesota public charter school (“Excell”), and The City of Brooklyn Park, a Minnesota municipal corporation (the “City”). Excell and the City are collectively referred to as the “Parties.”

Excell is a public charter school located at 6510 Zane Avenue in the City. Excell currently serves children and families in the City through Excell’s existing educational and extracurricular programs and desires to collaborate with the City to expand Excell’s services in partnership with the City.

The City has identified Excell as a recommended partner in the development of certain community facilities to be located in the City at Fair Oaks Park (the “Park”), which facilities will include a paved parking lot and drop-off/pick-up areas, a playground, sports and recreation fields, and related facilities (collectively, the “Facilities”).

The City and Excell desire to put in writing their intention to explore a possible collaboration between the Parties and the future development and use of the Park by preparing and executing this MOU.

II. STATEMENT OF INTENT

It is the intention of the Parties:

- (i) to finalize and execute a long-term ground lease for the Park (the “Lease”) pursuant to which Excell shall construct and install the Facilities on the Park, and containing the following terms and conditions:
 - a. An initial term of 40 years, plus three extension options of five years each.
 - b. Nominal rent of \$1.00 per year.
 - c. Subject to site plan approval by the City, Excell will install the Facilities at Excell’s sole cost and expense, provided that the Lease will restrict Excell’s use of the Park to parking/vehicular traffic, playground, sports field, and recreational use. The Facilities must be installed by Excell no later than December 31, 2021. No other improvements or facilities may be constructed on the Park by Excell without the permission of the City.
 - d. Excell will maintain and insure the Facilities at Excell’s sole cost and expense, including but not limited to, bituminous repair, mowing, tree and turf maintenance, playground equipment maintenance and snow removal.

- e. The Facilities are to be used during school hours and during extracurricular activities only by Excell's students, staff, and family members of students. Excell agrees to keep the Facilities open and available for use by the general public during non-school hours.
- f. Excell will maintain the landscaping of the Park, including portions of the Park not used by Excell, at Excell's sole cost and expense.
- g. The City will have the right to terminate the Lease if: (a) the Excell facility located south of and adjacent to the Park (the "Schoolhouse") ceases being used as a public charter school and such cessation continues for a period of three years following notice by the City; (b) the Schoolhouse should be occupied and used by a for-profit user or by a private, fee-based school; or (c) the Facilities are being used in violation of the terms of the Lease, including but not limited to, use of the Facilities by third parties. Upon termination or expiration of the Lease, the City will become the owner of the Facilities and will not be required to compensate Excell in any manner for the Facilities.
- h. Excell will ensure that sufficient funds are maintained in its sinking fund to be allocated for the operation, maintenance, and repair of the Facilities and that the City may use the funds to construct or maintain the Facilities in the event that they are not constructed or maintained by Excell in the timeframes set forth in this MOU and the Lease.

The Lease will contain such additional terms as the Parties believes are necessary for the transaction.

III. GUIDING PRINCIPLES

Both parties under this MOU jointly recognize that:

- The City has a substantial youth and young adult population experiencing barriers to economic prosperity.
- The City seeks opportunities for children and youth to address the barriers to economic prosperity.
- Excell has a vision statement to ensure that all are given the opportunity to thrive in all stages of life.
- Excell is a leader in educating and nurturing children and youth, and, in particular, at-risk children and youth residing in the City, and wishes to build on the offerings currently provided in the City.
- The intent of this MOU is to provide a framework for the Lease. This MOU commits the parties to endeavor in commercially reasonable good faith in the negotiation and completion of the Lease as described herein.

IV. ENGAGING PARTNERS

The Parties believe that additional stakeholders collaborating with the Parties will benefit from the Facilities and the Parties are committed to identifying and engaging additional partners in connection with providing opportunities at the Park for children and youth in the City, including, but not limited to:

- Brooklyn Park Recreation and Parks Department;
- Brooklyn Park Athletic Association; and
- Other non-profits or potential users of Park .

V. TIMELINE AND PROCESS

It is understood that the City and Excell will work together to finalize the Lease within one week from the date of this MOU.

VI. TERM

The Parties will work together in accordance with the roles outlined above from the Effective Date until December 31, 2019, unless extended in writing by the Parties.

VII. ASSIGNMENT

This MOU is not assignable by the Parties.

VIII. RELATIONSHIPS OF PARTIES

Excell and the City are jointly engaged in the development of the Facilities as stated herein and the Parties agree that public acknowledgement of the joint engagement during the term of the MOU is necessary and proper.

The Parties do not intend this MOU to create a legally recognized partnership, joint enterprise, or joint venture between or among the parties. Neither party nor its employees or agents have authority to enter into contracts or agreements on behalf of the other party. Unless specifically described herein, no obligation shall be inferred or construed.

IX. INDEMNIFICATION AND INSURANCE

The Lease will contain a provision by which Excell agrees to defend, indemnify and hold harmless the City and its designated representatives from:

- A. Any and all liability, loss, damages, costs or expenses, including reasonable attorney's fees, arising out of the use of the Facilities during the times that Excell has the right to use them.
- B. Any and all liability, loss, damages, costs or expenses, including reasonable attorney's fees, arising out of any negligent act or omission or failure to comply with federal, state or local laws and regulations, on the part of Excell, its officials, agents, servants, employees, or independent contractors, in the performance of or with relation to any of the work or services provided by, to be performed by, or furnished by Excell or its officials, agents, servants, employees, or independent contractors.

The Lease will contain a provision by which the City agrees to defend, indemnify and hold harmless Excell and its designated representatives from:

- A. Any and all liability, loss, damages, costs or expenses, including reasonable attorney's fees, arising out of the use of the Facilities during the times that the public has the right to use them.
- B. And all liability, loss, damages, costs or expenses, including reasonable attorney's fees, arising out of any negligent act or omission or failure to comply with federal, state or local laws and regulations, on the part of the City, its officials, agents, servants, employees, or independent contractors, in the performance of or with relation to any of the work or services provided by, to be performed by, or furnished by the City or its officials, agents, servants, employees, or independent contractors.

The Lease will contain a provision requiring each party to provide adequate insurance coverage to cover each party's indemnification obligations.

X. CITY COSTS

Excell agrees that it will reimburse the City for the City's reasonable attorney's fees associated with the drafting, negotiating and implementation of this MOU and other matters related to Excell's lease or purchase of the Park, including but not limited to, other agreements, resolutions, and ordinances.

XI. FUTURE AGREEMENT

This MOU contains the entire understanding and incorporates all aspects of the understanding between the Parties as of this date. This is intended to be an agreement in principle only. Activities outside the scope of the activities under this MOU shall require separate written agreements.

EXCELL ACADEMY OF HIGHER LEARNING, INC.:

By: _____
Its:

THE CITY OF BROOKLYN PARK:

By: _____
Its: Mayor

By: _____
Its: City Manager