

## REGULAR COUNCIL MEETING – AGENDA #39

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Para asistencia, 763-424-8000; Yog xav tau kev pab, 763-424-8000.

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

### ***Our Brooklyn Park 2025 Goals:***

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

## **I. ORGANIZATIONAL BUSINESS**

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

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

#### **2A. RESPONSE TO PRIOR PUBLIC COMMENT**

#### **2B. PUBLIC COMMENT**

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

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

#### **3B.1** Introduction of New Employee

## **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** Set November 13, 2020, at 7:00 p.m. as the Date and Time to Canvass the Results of the City General Election Held on November 3, 2020

**4.2** Consider Accepting a Grant from the Minnesota Department of Labor and Industry for a Building Trainee and Authorize Staff to Enter into Related Agreements

**A.** GRANT AWARD LETTER

**B.** CONTRACT AGREEMENT AND ADDENDUM

**4.3** Change order for Park Bond Project - Fire Suppressant System

**A.** RESOLUTION

**B.** LHB MEMO

**C.** AMERICAN LIBERTY CONSTRUCTION PROPOSAL

**4.4** Authorize the Acceptance of Donations/Gifts

**A.** RESOLUTION

**B.** 2020 DONATIONS UNDER \$15,000 THROUGH SEPTEMBER 30

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** Adopt Resolution for Proposed Special Assessments for Certain Delinquent Utility Bills, Weed Cutting Charges, Tree Removal Fee, Utility Invoices, Administrative Penalty Citations, Nuisance Abatement Charges, Rental Housing Case Charges, and Fire Inspection Fees
- A.** RESOLUTION
  - B.** 2020 SPECIAL ASSESSMENT HEARING PROCESS MEMO TO CITY MANAGER
  - C.** CERTIFICATION LIST (*LIMITED DISTRIBUTION – Available for viewing at the City Clerk's office*)

**6. LAND USE ACTIONS**

None

**7. GENERAL ACTION ITEMS**

- 7.1** Award the City Insurance Programs for Contract Year 2020-2021 to the League of Minnesota Cities Insurance Trust
- A.** RESOLUTION
  - B.** EXHIBIT A – SUMMARY OF INSURANCE AND RENEWAL QUOTE PREMIUMS

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

**8. DISCUSSION ITEMS**

None

**IV. VERBAL REPORTS AND ANNOUNCEMENTS**

- 9A. COUNCIL MEMBER REPORTS AND ANNOUNCEMENTS**
- 9B. CITY MANAGER REPORTS AND ANNOUNCEMENTS**

**V. ADJOURNMENT**

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

# City of Brooklyn Park Request for Council Action

<b>Agenda Item:</b>	3B.1	<b>Meeting Date:</b>	October 12, 2020
<b>Agenda Section:</b>	Public Presentations/ Proclamations/Receipt of General Communications	<b>Originating Department:</b>	Administration
<b>Resolution:</b>	N/A	<b>Prepared By:</b>	Marlene Kryder Program Assistant
<b>Ordinance:</b>	N/A		
<b>Attachments:</b>	N/A	<b>Presented By:</b>	Department Directors/Managers
<b>Item:</b>	Introduction of New Employee		

## City Manager's Proposed Action:

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

## Overview:

Employee

Start Date

Title

### *Administration*

Maks Xiong

August 17, 2020

Technology Services Specialist

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

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

**Attachments:** N/A

# City of Brooklyn Park Request for Council Action

<b>Agenda Item:</b>	4.1	<b>Meeting Date:</b>	October 12, 2020
<b>Agenda Section:</b>	Consent	<b>Originating Department:</b>	Administration
<b>Resolution:</b>	N/A	<b>Prepared By:</b>	Devin Montero, City Clerk
<b>Ordinance:</b>	N/A		
<b>Attachments:</b>	N/A		
<b>Item:</b>	Set November 13, 2020, at 7:00 p.m. as the Date and Time to Canvass the Results of the City General Election Held on November 3, 2020		

## City Manager's Proposed Action:

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO SET NOVEMBER 13, 2020 AT 7:00 P.M. AS THE DATE AND TIME TO CANVASS THE RESULTS OF THE NOVEMBER 3, 2020 CITY GENERAL ELECTION.

## Overview:

Minnesota State Statute 205.185, Subdivision 3 (a), requires, "Between the third and tenth days after an election, the governing body of a city conducting any election including a special municipal election, or the governing body of a town conducting the general election in November shall act as the canvassing board, canvass the returns, and declare the results of the election.

Note: Due to the additional week to accept mail-in absentee ballots, the Veterans Day holiday, and the time needed by Hennepin County to prepare statistics, cities and schools must canvass on November 13, 2020.

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

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

**Attachments:** N/A

# City of Brooklyn Park Request for Council Action

<b>Agenda Item:</b>	4.2	<b>Meeting Date:</b>	October 12, 2020
<b>Agenda Section:</b>	Consent	<b>Originating Department:</b>	Community Development
<b>Resolution:</b>	NA	<b>Prepared By:</b>	Jason Newby, Inspections and Environmental Health Manager Kyle Klatke, Plans Examiner
<b>Ordinance:</b>	N/A		
<b>Attachments:</b>	2	<b>Presented By:</b>	Kim Berggren, Director of Community Development
<b>Item:</b>	Consider Accepting a Grant from the Minnesota Department of Labor and Industry for a Building Trainee and Authorize Staff to Enter into Related Agreements		

## City Manager's Proposed Action:

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO ACCEPT A GRANT FROM THE MINNESOTA DEPARTMENT OF LABOR AND INDUSTRY FOR A BUILDING TRAINEE AND AUTHORIZE STAFF TO ENTER INTO RELATED AGREEMENTS.

## Overview:

In 2020, the Minnesota Department of Labor and Industry (DLI) made available grant dollars to support a Building Official Training Grant Program. This funding and support is for the implementation and coordination of partnerships between the State of Minnesota and municipalities to provide safe and meaningful education, work experience and competency-based skills training that prepares trainees, 18 years of age and older, to become building officials. The grant was also created to provide career opportunities to help fill an ever-widening gap in the field of building inspections due to retirements and a lack of people entering the field.

The objective is to encourage, promote, provide, and support municipal partnerships to educate and train new building officials. These partnerships will provide classroom instruction and paid learning opportunities in the administration and enforcement of the Minnesota State Building Code.

The Building Inspections Division in the Community Development Department was recently awarded a two-year grant to support this program and partnership. These funds will cover the following:

- Track 1: Provides training in plan review and inspection of structures regulated by the Minnesota Residential Code (Ch. 1309) – a one-year training period with an award of up to \$65,000.
- Track 2: Includes Track 1 and additional training in plan review and inspection of commercial structures regulated by the Minnesota Building Code (Ch. 1305) – a two-year training period. This includes an additional grant award of up to \$65,000 for the second year of training.

The City of Brooklyn Park is requesting to accept the grant funds and enter a subgrant agreement with DLI. This agreement will allow staff to proceed with the recruitment and hiring of a candidate to complete the program

## Primary Issues/Alternatives to Consider:

- **Why is a Building Inspector Apprentice position being created?**

In an effort to open this career opportunity to as many people as possible, we have created a position called Building Inspector Apprentice using these grant funds. This position has very minimal experience and training requirements and, therefore, is more of an entry level position than the other building inspector positions at the city. This strategy aligns with the city and department goals around creating opportunities for staff to better reflect

the community's demographics. The grant also has a rigid timeline for completing Track 1 requirements by October 2021. Therefore, staff is requesting approval in 2020 instead of starting the position in 2021.

**Budgetary/Fiscal Issues:**

The grant provides \$65,000 per year and the total estimated cost of this trainee position is \$83,000. As a budget savings strategy, the city has held open a vacant building inspector position since it became vacant in early 2020. Instead of re-filling that position in 2021, this proposed strategy will bring on additional staff capacity to meet our customers' needs while reducing the city's cost by approximately \$65,000 per year for the next two years.

The proposed Building Inspector Apprentice position will be classified as an NE8. The vacant Building Inspector this position will fill is currently at a higher NE10 classification. This will reduce the City's contribution to \$36,000 for the two-grant cycle, or \$18,000 annually.

**Attachments:**

- 4.2A GRANT AWARD LETTER
- 4.2B CONTRACT AGREEMENT AND ADDENDUM



September 17, 2020

Ms. Kimberly Berggren  
Community Development Director  
City of Brooklyn Park  
5200 85<sup>th</sup> Ave N  
Brooklyn Park, MN 55443

RE: Building Official Training Grant Program Award Announcement

Dear Kimberly:

The Department of Labor and Industry (DLI) has reviewed proposals submitted in response to its Request for Building Official Training Grant Program Award Proposal. I am pleased to inform you that DLI is able to fund your proposal. DLI seeks to grant your organization the following:

<b>Grant Program Award Amount:</b>	<b>\$65,000 per year for 2 years</b>
<b>Period of Performance:</b>	<b>Two years from the date the contract is fully executed through Dec. 31, 2022</b>

You can begin expending funds after the contract is fully executed.

DLI is excited about partnering with you and looks forward to learning of your success. Congratulations on the award and thank you for your commitment to serving the Building Official community.

Sincerely,

*Scott McLellan*

Scott D. McLellan  
Director/State Building Official  
Construction Code and Licensing Division

CC: Eileen P. McNiff, CCLD Grants

## STATE OF MINNESOTA GRANT CONTRACT AGREEMENT

This grant contract agreement is between the State of Minnesota, acting through its Commissioner of the Department of Labor and Industry ("STATE") and the City of Brooklyn Park, 5200 85<sup>th</sup> Ave N, Brooklyn Park, MN 55443 ("GRANTEE").

### Recitals

1. Under Minn. Stat. § 326B.148, subd. 1, the State is empowered to enter into this grant contract agreement.
2. The State is in need of partnerships with municipalities that will provide safe and meaningful education, work experience and competency-based skills training that prepares trainees, 18 years of age and older, to become building officials.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract agreement to the satisfaction of the State. Pursuant to Minn.Stat. §16B.98, Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant contract agreement.

### Grant Contract Agreement

## 1 Term of Grant Contract Agreement

### 1.1 *Effective date:*

October 1, 2020 or the date the contract is fully executed. Per Minn. Stat. §16B.98, Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per Minn.Stat. §16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed.

### 1.2 *Expiration date:*

December 31, 2022, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

### 1.3 *Survival of Terms.*

The following clauses survive the expiration or cancellation of this grant contract agreement: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

## 2 Grantee's Duties

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

Comply with required grants management policies and procedures set forth through Minn.Stat. §16B.97, Subd. 4 (a) (1).

2.1 The grantee is a qualified municipality. A qualified municipality is a municipality as defined by Minn. Stat. § 326B.103, Subd. 9 and that has adopted the Minnesota State Building Code in compliance with Minn. Stat. § 326B.121, Subd 2. The qualified municipality must administer and enforce the Minnesota State Building Code and be able to provide education and training to the trainee under the direct supervision of Minnesota Certified Building Officials.

2.2 The grantee, a qualified municipality, must provide education and training in the enforcement of the Minnesota Residential Code during the 12-month Track 1 period, which includes legal aspects of building code administration, building department administration and management, and performance of plan reviews and field inspection for residential buildings, as specified in Training Requirements Track 1, Attachment A, which is attached and incorporated into this grant agreement by reference and

available on the Building Official Training Grant website: <http://www.dli.mn.gov/bot>. By the end of the first year of training, the trainee is to obtain a Minnesota Limited Building Official certification. All activities for Track 1 training will be completed by October 31, 2021 and final invoices submitted by December 15, 2021.

2.3 The grantee that is awarded additional funding for a 12-month Track 2 period must provide education and training in the enforcement of the Minnesota Building during the second 12-month period. This training must include performing plan reviews and conducting field inspections of commercial buildings, as specified in Training Requirements Track 2, Attachment B, which is attached and incorporated into this grant agreement by reference and available on the Building Official Training Grant website: <http://www.dli.mn.gov/bot>. By the end of the second year of training, the trainee is to pursue a Minnesota Building Official certification. All activities for Track 2 training must be completed by December 31, 2022 and final invoices submitted by February 15, 2023.

2.4. The grantee will allow grant monitoring site visits by State staff as per Minn. Stat. §16B.97. The grant program monitoring visits will be scheduled at the municipality or via electronic meeting i.e.: Skype or WebEx and will be attended by DLI staff and the related municipal staff. The trainee program will be reviewed to ensure training and instruction requirements are being achieved. Progress will be gauged in relation to overall program requirements.

2.5. The grantee will submit quarterly progress reports that will include training and instruction requirements the trainee has achieved and with a supporting narrative summarizing each aspect achieved.

2.6. The State will conduct financial reconciliation of grantee's expenditures at least once during the grant period on grants of \$50,000 and higher. For this purpose, the grantee must make expense receipts, employee timesheets, invoices, and any other supporting documents available upon request by the State.

2.7 The Grantee must fully cooperate with the State, in any grant audits conducted during or after the grant period.

### **3 Time**

The Grantee must comply with all the time requirements described in this grant contract agreement. In the performance of this grant contract agreement, time is of the essence.

### **4 Consideration and Payment**

#### **4.1 Consideration.**

The State will pay for all services performed by the Grantee under this grant contract agreement as follows:

##### **(a) Compensation**

The Grantee will be reimbursed quarterly for training expenses. The total of all approved quarterly reimbursements cannot exceed the total obligations defined in sec. 4.1(c). Expenditures eligible for reimbursement are trainee wages; trainee insurance, benefits and related taxes; trainee travel reimbursements; and support services. Grantee reimbursement for support services is limited to no more than ten percent of the granted amount. Support services includes, but is not limited to, costs for certification tests, books, personal protection equipment, and other equipment, supplies, and vehicle.

##### **(b) Travel Expenses**

The Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). Trainee travel reimbursement is limited to training and education provided within the State of Minnesota including, but not limited to, training at the Department of Labor and Industry and other ICC Upper Great Plains Region III Educational Institute, University of Minnesota Annual Institute for Building Officials, and OSHA 10. The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

**(c) Total Obligation.**

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed \$130,000 total for the Grant Program. \$65,000 is available for Track 1 from contract signing to October 31, 2021. Grantee must successfully complete Track 1 to obtain access to Track 2 funds. \$65,000 is then made available for Track 2, funds are available until December 31, 2022.

**4.2 Payment**

**(a) Invoices**

The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:

The invoices must be submitted quarterly no later than the following dates for Track 1 Training: January 31, 2021; April 30, 2021; July 31, 2021; and December 15, 2021. For Track 2, invoices must be submitted on the following dates: January 31, 2022; April 30, 2022, July 31, 2022, and February 15, 2023.

The grantee must provide documentation with the invoice to support requests for reimbursement. Documentation to support requests for reimbursement includes, but is not limited to, payroll records, time sheets, and receipts.

**(b) Unexpended Funds**

The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

**4.3 Contracting and Bidding Requirements**

Per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 must follow the law.

**(a)** For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§177.41 through 177.44. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.

**(b)** The grantee must not contract with vendors who are suspended or debarred in MN:

<http://www.mmd.admin.state.mn.us/debarredreport.asp>

**5 Conditions of Payment**

All services provided by the Grantee under this grant contract agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not

receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

## **6 Authorized Representative**

The State's Authorized Representative is Terence Olson, Grants Administrator, 443 Lafayette Rd. N., 651-284-5627, [terence.olson@state.mn.us](mailto:terence.olson@state.mn.us) or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Kimberly Berggren, Community Development Director, 5200 85<sup>th</sup> Ave N, Brooklyn Park, MN 55443, (763) 493-8050, [kimberely.berggren@brooklynpark.org](mailto:kimberely.berggren@brooklynpark.org). If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

## **7 Assignment Amendments, Waiver, and Grant Contract Agreement Complete**

### **7.1 Assignment**

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

### **7.2 Amendments**

Any amendments to this grant contract 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 grant contract, or their successors in office.

### **7.3 Waiver**

If the State fails to enforce any provision of this grant contract agreement, that failure does not waive the provision or the State's right to enforce it.

### **7.4 Grant Contract Agreement Complete**

This grant contract agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

## **8 Liability**

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract agreement.

## **9 State Audits**

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

## **10 Government Data Practices and Intellectual Property Rights**

### **10.1 Government Data Practices**

The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant contract, and as it applies to all data

created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law

## 10.2 *Intellectual Property Rights*

- (a) Intellectual property rights. The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the works and documents created and paid for under this Contract. The "works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Contractor, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Contract. "Works" includes documents. The "documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Contractor, its employees, agents, or subcontractors, in the performance of this Contract. The documents will be the exclusive property of the State and all such documents must be immediately returned to the State by the Contractor upon completion or cancellation of this Contract. To the extent possible, those works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Contractor assigns all right, title, and interest it may have in the works and the documents to the State. The Contractor must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the works and documents.
- (b) *Obligations*
- (1) Notification. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Contractor, including its employees and subcontractors, in the performance of this Contract, the Contractor will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the State's Authorized Representative with complete information and/or disclosure thereon.
  - (2) Representation. The Contractor must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the works and documents are the sole property of the State, and that neither Contractor nor its employees, agents, or subcontractors retain any interest in and to the works and documents. The Contractor represents and warrants that the works and documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, the Contractor will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Contractor's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the works or documents infringe upon the intellectual property rights of others. The Contractor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Contractor's or the State's opinion is likely to arise, the Contractor must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

## 11 **Workers Compensation**

The Grantee certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these

employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

## **12 Publicity and Endorsement**

### **12.1 *Publicity***

Any publicity regarding the subject matter of this grant contract agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable. 12.2

### ***Endorsement***

The Grantee must not claim that the State endorses its products or services.

## **13 Governing Law, Jurisdiction, and Venue**

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract agreement.

Venue for all legal proceedings out of this grant contract agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## **14 Termination**

### **14.1 *Termination by the State***

The State may immediately terminate this grant contract agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

### **14.2 *Termination for Cause***

The State may immediately terminate this grant contract agreement if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

### **14.3 *Termination for Insufficient Funding***

The State may immediately terminate this grant contract agreement if:

- (a)** It does not obtain funding from the Department of Labor and Industry's Building Official Training Grant Funds.
- (b)** Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the grant contract agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

**14.4 *Additional alternate termination language may be negotiated on a case by case basis after the state agency has consulted with their legal and finance teams.***

**15 Data Disclosure**

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

**1. STATE ENCUMBRANCE VERIFICATION 3. STATE AGENCY**

*Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15* By: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

SWIFT Contract/PO No(s). \_\_\_\_\_

(with delegated authority)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**2. GRANTEE**

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

By: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Agency    Grantee

Distribution:

State's Authorized Representative

## Training Requirements – Exhibit A

### Track 1

Plan Review and Inspection of Structures Regulated by the MN Residential Building Code

<b>1<sup>st</sup> Quarter Instruction and Training October 1, 2020 – December 31, 2020</b>		
TRAINING DESCRIPTION	PROVIDER AND LOCATION	HOURS
<b>1. Safety Training (OHSA 10)</b>	<b>MN Safety Council/Summit Training</b>	<b>10</b>
<b><u>Monday October 26, 2020 – Friday October 30, 2020</u></b>		
<b>2. Building Official Limited &amp; Accessibility Specialist Training Program</b> <ul style="list-style-type: none"> <li>a. MN. Statute 326B</li> <li>b. MR Ch. 1300 and 1303</li> <li>c. MR Ch. 4714 Plumbing Code</li> <li>d. MR Ch. 1350 Manufactured Structures</li> <li>e. MR Ch. 1346 Mechanical Code</li> <li>f. MR Ch. 1309 Res. Plan Review &amp; Inspections</li> <li>g. MR Ch. 1341 Accessibility</li> <li>h. MR Ch. 1305 Commercial Plan Review</li> <li>i. MR Ch. 1322 Residential Energy Code</li> </ul>	CCLD STAFF  AT  Dept. of Labor	40
<b>This would help substitute if BOL is not accomplished until the Dec. classes</b> <b>3. Introduction to the MN State Building Code (MSBC)</b> <ul style="list-style-type: none"> <li>a. Review MN Building Code Statutes 326B</li> <li>b. Review MN Building Code Rules</li> <li>c. Content of the MSBC</li> <li>d. Contractor Licensing Law</li> <li>e. Applicability of Other State Agencies Laws and Rules</li> </ul> <b>4. Introduction to the MN. Residential Code MSBC Ch. 1309</b> <ul style="list-style-type: none"> <li>a. Contents of the MN. Residential Code</li> <li>b. Best Use of the MN. Residential Code</li> <li>c. Numbering Structure and Tables</li> </ul> <b>5. Overview of Code Administration Manual and MN Code Adoption Guide</b>	CCLD STAFF AT Dept. of Labor	7 Optional

TRAINING DESCRIPTION	PROVIDER AND LOCATION	HOURS
<p><b>Classroom instruction of:</b></p> <p>7) MSBC Ch. 1309 – MN. Residential Building Code</p> <ul style="list-style-type: none"> <li>a) Residential Blueprint Reading</li> <li>b) R301 what is “light frame const.”</li> <li>c) Submittal Documents <ul style="list-style-type: none"> <li>i) MSBC Ch. 1300.0130 const. docs.</li> </ul> </li> <li>d) Understanding Site Plans and Surveys</li> <li>e) Non-Structural Residential Plan Review <ul style="list-style-type: none"> <li>i) MSBC Ch. 1322, R303 Energy, Light, Ventilation, Heating</li> <li>ii) 4714, R306, R307 Plumbing in Res. Plan review</li> <li>iii) 1300.2400-2403 Radon Mitigation</li> <li>iv) R302 Fire Resistant Construction</li> <li>v) R308 Glazing</li> <li>vi) R310, R311, R312 Egress, openings, guards</li> <li>vii) R313 Res. Sprinklers</li> <li>viii) R314 R315 Smokes &amp; Carbons</li> <li>ix) R318, R319 Protection against decay, insects</li> </ul> </li> <li>f) Structural Plan Review <ul style="list-style-type: none"> <li>i) Footings</li> <li>ii) Foundations Sec. 4</li> <li>iii) Floors Sec. 5</li> <li>iv) Walls Sec. 6 &amp; 7</li> <li>v) Live loads, dead loads, load paths</li> <li>vi) Simplified wall bracing</li> <li>vii) Roofs Sec. 8 &amp; 9</li> </ul> </li> <li>g) Decks, Porches and Accessory Buildings</li> <li>h) Moved Structures</li> <li>i) Manufactured Home Installations Ch. 1350</li> <li>j) Prefabricated and Industrialized Modular Building Installations</li> <li>k) Understanding 3<sup>rd</sup> Party Inspection Agency Reports. <ul style="list-style-type: none"> <li>i) Truss Drawings</li> <li>ii) Concrete Design Certifications</li> <li>iii) Special Inspection Soils Reports</li> <li>iv) Concrete Break Reports</li> </ul> </li> </ul>	<p>CCLD STAFF</p> <p>AT</p> <p>Dept. of Labor</p>	<p>50</p>

The above hours represent E-learning instruction. Actual hours required to deliver the content may vary.

This will be broken out into class modules that are dispersed throughout the Track year.

TRAINING DESCRIPTION	PROVIDER AND LOCATION	HOURS
<p>8) Legal Aspects of Building Code Administration</p> <ul style="list-style-type: none"> <li>a) Overview of Municipal Inspection Policies (with Building Official and appropriate Municipal Admin. Staff) <ul style="list-style-type: none"> <li>i) Ordinance Adoption</li> <li>ii) Permit Fees, valuations</li> <li>iii) Correction Orders</li> <li>iv) Stop Work Orders</li> <li>v) Certificate of Occupancy <ul style="list-style-type: none"> <li>(1) TCO vs. C of O</li> </ul> </li> <li>vi) Rights of Entry</li> <li>vii) Hazardous Buildings MSBC Ch. 1300.0180, MS. 463.15-26</li> <li>viii) Records Retention</li> </ul> </li> <li>b) Zoning Ordinance Review</li> </ul>	<p>ON-THE-JOB TRAINING AT Trainee's Municipality</p>	<p>16</p>
<p>9) Building Department Administration and Management</p> <ul style="list-style-type: none"> <li>a) Municipality's Building Permitting Policies</li> <li>b) Receiving and Processing Building Permit Applications</li> <li>c) Customer Service – communicating City policies</li> <li>d) Understanding Land Use or Flood Plain Requirements</li> <li>e) Issuing Permits</li> <li>f) Understanding Municipal Inspection Policies</li> <li>g) Scheduling Inspections</li> <li>h) Maintaining Municipal Records</li> <li>i) State reports</li> <li>j) Understanding an Itemized Building Department Budget</li> <li>k) Understanding How State Agencies Laws and Rules Impact Municipal Administration and Enforcement <ul style="list-style-type: none"> <li>i) Wetland Conservation</li> <li>ii) Stormwater Management</li> <li>iii) Demolition of Existing Structures</li> <li>iv) Lead Paint and Existing Structures</li> <li>v) Asbestos and Existing Structures</li> </ul> </li> </ul>	<p>ON-THE-JOB TRAINING AT Trainee's Municipality</p>	<p>286</p>

TRAINING DESCRIPTION	PROVIDER AND LOCATION	HOURS
<b>2<sup>nd</sup> Quarter Building Official Program Instruction and Training January 1, 2021 – March 31, 2021</b>		
<b>Attend the CCLD Spring Seminar</b>	<b>CCLD</b>	<b>8</b>
<b>Attend the Annual Institute for Building Officials and AMBO Region III Institute</b>	<b>U of MN Continuing Education College and ICC Respectively</b>	<b>80</b>
<b>Performing Residential Plan Reviews and Field Inspections of:</b> 10) Decks 11) Re-Roofs 12) Re-Siding, Exterior Finishes (veneers, stucco, etc.) 13) Retaining Walls 14) Window, Door, and/or Replacements 15) Accessory Structures 16) 3 – Season and 4 – Season Porches (Mn. Porch) 17) Re-modeling, Alterations, Basement Finishes, and Additions 18) HVAC Equipment Replacements 19) Gas Meters, Gas Piping, Gas Line Air Tests, 20) Water Heater Replacement. 21) Water Softening/Filtration systems 22) Ventilation requirements in Remodels 23) Additions to Existing Plumbing Systems	<b>ON-THE-JOB TRAINING AT Trainee’s Municipality</b>	<b>344</b>

TRAINING DESCRIPTION	PROVIDER AND LOCATION	HOURS
<b>3<sup>rd</sup> Quarter Building Official Program Instruction and Training April 1, 2021 – June 30,2021</b>		
<p><b>Performing Residential Plan Reviews and Field Inspections of:</b></p> <p>24) New One and Two-Family Dwellings</p> <p>25) New Townhouse Structures</p> <ul style="list-style-type: none"> <li>a) Certificate of Survey, Setbacks, Elevations, Property Lines, Erosion Control</li> <li>b) Footings, Foundations and Reinforcing</li> <li>c) Framing <ul style="list-style-type: none"> <li>i) Floor Assemblies</li> <li>ii) Wall Assemblies</li> <li>iii) Roof Assemblies</li> <li>iv) Inspecting Truss Systems</li> </ul> </li> <li>d) Exterior Finishes</li> <li>e) Residential HVAC Systems <ul style="list-style-type: none"> <li>(1) Heating and Cooling Calcs.</li> <li>(2) Gas Lines</li> <li>(3) Ducts, insulation and sealing</li> </ul> </li> <li>f) Radon Systems</li> <li>g) Residential Plumbing Inspections including Site Utilities</li> <li>h) Residential Energy Plan Review and Inspection</li> <li>i) Residential Fire Resistive Assemblies</li> <li>j) Final Inspections</li> <li>k) Energy Certificate, C of O vs. TCO</li> </ul> <p>26) Manufactured Home Installations MSBC Ch. 1350</p> <ul style="list-style-type: none"> <li>a) Municipality’s Requirements</li> <li>b) State’s Jurisdiction</li> </ul> <p>27) Prefabricated and Industrialized Modular Buildings MSBC Ch. 1360</p> <p>28) Moved Buildings</p> <p>29) Storm Shelters</p>	<p>ON-THE-JOB TRAINING AT Trainee’s Municipality</p>	<p>432</p>

TRAINING DESCRIPTION	PROVIDER AND LOCATION	HOURS
<b>4<sup>th</sup> Quarter Building Official Program Instruction and Training July 1, 2021 – Sept. 30,2021</b>		
<p><b>Performing Residential Plan Reviews and Field Inspections of:</b> 29) A continuation of all training in the 2<sup>nd</sup> and 3<sup>rd</sup> Quarters.</p>	<p>ON-THE-JOB TRAINING AT Trainee’s Municipality</p>	<p>432</p>

The training listed below is not required but is suggested for more thorough comprehension.

<b>Training Description</b>	<b>Provider and Location</b>	<b>HOURS</b>
1) Legal Issues of Building Code Administration and Enforcement a) CUPs and Development Agreements b) Housing Inspection c) Attend a Legal Proceeding—Property Issues Related d) Review of Trainee’s Municipality Code e) Municipal “Development and Utilities” (BO and City Engineer) Specification Review f) Understanding How Municipalities are Funded and Financed g) Shoreland Overlay Districts h) On-site Sewage Disposal Systems i) Private Well Systems	ON-THE-JOB TRAINING AT Trainee’s Municipality	Not Required

## Training Requirements – Exhibit B

### Track 2

**Plan Review and Inspection of structures regulated by the:  
Minnesota Building Code Ch. 1305, MN. Mechanical Code Ch. 1346, MN. Energy Code Ch. 1323, MN. Accessibility Code Ch. 1341, NFPA, ACI, ASTM, ASCE**

**The Final Report of Track 1 must be approved confirming that **ALL** training and instruction of Track 1 has been achieved before moving onto Track 2.**

### 5<sup>th</sup> Quarter Instruction and Training

**Oct. 1, 2021 – Dec. 31, 2021**

TRAINING DESCRIPTION	PROVIDER AND LOCATION	HOURS
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<p><b>Classroom instruction of:</b></p> <ol style="list-style-type: none"> <li>1. Introduction to the Minnesota Building Code (MSBC) Ch. 1305               <ol style="list-style-type: none"> <li>a. Contents and best use</li> <li>b. Other related documents</li> </ol> </li> <li>2. Commercial Plans and Specifications               <ol style="list-style-type: none"> <li>a. MSBC 1300.0130; AELSLAGID 1800; MS 326.02 - .15;</li> </ol> </li> <li>3. Sec. 3 Use and Occupancy</li> <li>4. Sec. 4, 31 Special Requirements</li> <li>5. Sec. 5, 6 Height and Area limitations</li> <li>6. Sec. 7 Fire &amp; Smoke Resistant Assemblies</li> <li>7. Sec. 9 Fire Protection Systems</li> <li>8. Sec. 10 Means of Egress</li> <li>9. Sec. 12 Interior Environment</li> <li>10. Sec. 14 Exterior Walls</li> <li>11. Sec. 15 Roof Assemblies</li> <li>12. Sec. 16 Structural</li> <li>13. Sec. 17 Special Inspections</li> <li>14. Sec. 18, 19 Soils and Foundations, Concrete</li> <li>15. Sec. 20-26 Materials</li> <li>16. Sec. 29 Plumbing requirements including MR Ch. 4714</li> <li>17. Sec. 30 &amp; MSBC 1307 - Elevators</li> <li>18. Sec. 33 Safeguards during const.</li> </ol>	<p>CCLD STAFF at the Dept. of Labor</p>	<p>50</p>
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TRAINING DESCRIPTION	PROVIDER AND LOCATION	HOURS
19) MSBC Ch. 1346 - Mechanical & Fuel Gas Code 20) MSBC Ch. 1323 - Energy Code 21) MSBC Ch. 1341 - Accessibility Code	CCLD STAFF AT Dept. of Labor	-cont.
<b>Attend the CCLD Fall Seminar</b>	<b>CCLD</b>	<b>8</b>

<b>Performing Commercial Plan Reviews and conducting Field Inspections of:</b> 1) Soils Analysis', Site Plans or Certificate of Survey, Development Agreements 2) Land Use and Zoning, Water Quality/Environmental 3) Underground Utilities (Building Dept. related) 4) Use and Occupancy Classifications MSBC Ch. 1305 Sec. 3 5) Special Requirements Sec. 4 6) Heights and Area Separations (setbacks) Sec. 5 a) Area Modifications, Unlimited Areas, Accessory Occs. b) Mixed Use c) Incidental Uses 7) Types of Construction Sec. 6	ON-THE-JOB TRAINING  at the  Trainee's Municipality	344
8) Soils and Foundations, Materials of Const. Sec. 18 -26 9) Structural – Below Ground: a. Footings, b. Foundations, c. Piers and Pier Pads, d. Retaining Walls e. Reinforcing, f. Concrete Requirements	ON-THE-JOB TRAINING  at the  Trainee's Municipality	-cont.
10) Structural – Above Ground a. Masonry Walls b. Steel Framing i. Light and Heavy Gauge Steel Studs ii. Primary Structural: Columns, Beams, Girders, Bar Joists iii. Floor Systems iv. Roof Systems c. Pre-cast Concrete Systems d. Structural Wood Systems	ON-THE-JOB TRAINING  at the  Trainee's Municipality	-cont.

<ul style="list-style-type: none"> <li>e. Exterior Wall Systems: Sec. 14, 16               <ul style="list-style-type: none"> <li>i. Air Barriers, also see MSBC Ch. 1323</li> <li>ii. EFIS and VENEERS</li> <li>iii. Shear Walls</li> </ul> </li> <li>f. Roof Assemblies and Rooftop Structures Sec. 15               <ul style="list-style-type: none"> <li>a. Including Commercial RE-Roofing</li> </ul> </li> <li>g. Mezzanines</li> <li>h. Stairs</li> </ul> <p>11) Special Inspections and Tests Sec. 17</p> <ul style="list-style-type: none"> <li>a. Your Municipality’s Sp. Insp. Program</li> <li>b. On-site Inspections and Verifications</li> <li>c. Reading and Understanding Sp. Insp. Reports</li> </ul>		-cont.
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<b>6<sup>th</sup> Quarter Instruction and Training Jan. 1 2022 – March 31, 2022</b>
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TRAINING DESCRIPTION	PROVIDER AND LOCATION	HOURS
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Attend the U of M Annual Institute and AMBO Region III Institute	U of M & ICC/AMBO	80
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Attend the CCLD Spring Seminar	CCLD	8
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<p><b>Performing Commercial Plan Reviews and conducting Field Inspections of:</b></p> <p>12) Fire Resistive Assemblies MSBC Ch. 1305 Sec. 7</p> <ul style="list-style-type: none"> <li>a. Fire Ratings: testing, labeling, materials, agencies, application methods</li> <li>b. Exterior walls Sec. 6 &amp; 705</li> <li>c. Fire Walls Sec. 706</li> <li>d. Fire Barriers Sec. 707</li> <li>e. Fire Partitions Sec. 708</li> <li>f. Sound Transmission Systems</li> <li>g. Smoke Compartments Sec. 709 &amp; 710               <ul style="list-style-type: none"> <li>i. Partitions</li> <li>ii. Barriers</li> </ul> </li> <li>h. Horizontal Assemblies Sec. 711</li> <li>i. Vertical Openings &amp; Shafts Sec. 712 &amp; 713</li> </ul>	<p>ON-THE-JOB TRAINING  at the  Trainee’s Municipality</p>	344
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<ul style="list-style-type: none"> <li>j. Penetrations, Opening Protectives Sec. 714 – 716 <ul style="list-style-type: none"> <li>i. Fire Stopping Systems <ul style="list-style-type: none"> <li>1. Manufacturers, Materials, Guides</li> </ul> </li> <li>ii. Doors, Shutters, Hardware, Glazing</li> </ul> </li> <li>k. Ducts &amp; Transfer Openings Sec. 717 <ul style="list-style-type: none"> <li>i. Dampers: Fire, Smoke, Radiation, Installation Uls</li> <li>ii. Penetrations</li> </ul> </li> </ul> <p>13) Interior Finishes &amp; Interior Environment Sec. 8 &amp; Sec. 12</p> <p>14) Egress Systems Sec. 10</p> <ul style="list-style-type: none"> <li>a. General Requirements</li> <li>b. Occupant Load</li> <li>c. Means of Egress: <ul style="list-style-type: none"> <li>i. Sizing,</li> <li>ii. Illumination,</li> <li>iii. Accessibility</li> </ul> </li> <li>d. Doors</li> <li>e. Stairways &amp; Ramps <ul style="list-style-type: none"> <li>i. Interior Exit Stairways</li> <li>ii. Exit Access Stairways</li> <li>iii. Exterior Exit Stairways</li> </ul> </li> <li>f. Signage</li> <li>g. Guards and Handrails</li> <li>h. Exit Access <ul style="list-style-type: none"> <li>i. Common Path of Egress Travel</li> <li>ii. Exit Access Travel Distance</li> </ul> </li> <li>i. Exits: <ul style="list-style-type: none"> <li>i. Number of Exits</li> <li>ii. Configuration</li> </ul> </li> <li>j. Horizontal Exits</li> <li>k. Exit Passageways</li> <li>l. Exit Discharges</li> <li>m. Assembly Exits</li> <li>n. Emergency Escape and Rescue Openings <ul style="list-style-type: none"> <li>i. Window wells</li> <li>ii. Replacement Windows</li> </ul> </li> </ul>		<p>-cont.</p>
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<b>7<sup>th</sup> Quarter Instruction and Training April 1, 2022 – June 30, 2022</b>		
TRAINING DESCRIPTION	PROVIDER AND LOCATION	HOURS
<p><b>Performing Commercial Plan Reviews and conducting Field Inspections of:</b></p> <p>15) Fire Protection Systems MSBC Ch. 1305 Sec. 9</p> <ul style="list-style-type: none"> <li>a. Acceptance Tests Sec. 901.5               <ul style="list-style-type: none"> <li>i. Municipalities procedures</li> </ul> </li> <li>b. Automatic Sprinkler Systems               <ul style="list-style-type: none"> <li>i. Where Required Sec. 903.2</li> <li>ii. Installation Requirements Sec.903.3, 903.4                   <ul style="list-style-type: none"> <li>1. NFPA 13</li> <li>2. NFPA 13R</li> <li>3. NFPA 13D</li> <li>4. Supervision and Alarms</li> </ul> </li> <li>iii. Inspection and Testing                   <ul style="list-style-type: none"> <li>1. NFPA 25</li> <li>2. Municipality’s Procedures</li> </ul> </li> </ul> </li> <li>c. Alternative Automatic Fire Extinguishing Systems Sec. 904 i.e.: Ansul, CaptiveAire, etc.               <ul style="list-style-type: none"> <li>i. Installation and Testing NFPA 25</li> <li>ii. Type I Commercial Hoods and Ducts                   <ul style="list-style-type: none"> <li>1. MSBC Ch. 1346 Sec. 509</li> </ul> </li> </ul> </li> <li>d. Standpipe Systems Sec. 905</li> <li>e. Portable Fire Extinguishers Sec. 906</li> <li>f. Alarms, Detection, Communications, Emergency Response Sec. 907,908, 911, 912, 914, 915, NFPA 72</li> <li>g. Smoke and Heat Control &amp; Exhaust Sec. 909, 910, 916</li> <li>h. Fire Pump and Pump Rooms Sec. 913, NFPA 20</li> </ul> <p>16) Building Department’s interaction with Fire Plan Review, Permits and Inspections.</p> <ul style="list-style-type: none"> <li>a) Local level</li> <li>b) State Level</li> </ul> <p>17) ICC 300 Bleachers, Grandstands, Folding and Telescoping Seating</p>	<p>ON-THE-JOB TRAINING at the Trainee’s Municipality</p>	<p>432</p>

<p>18) MSBC Ch. 1346 – Mechanical Code</p> <ul style="list-style-type: none"> <li>a) General Regulations Sec. 3</li> <li>b) Ventilation Sec. 4</li> <li>c) Exhaust Systems Sec. 5 <ul style="list-style-type: none"> <li>i) Exhaust Discharge</li> <li>ii) Commercial Kitchen Hoods Including Type I Hoods and Grease Ducts Sec. 506 – 508, NFPA 96, ANSI/ASHRAE 154, <ul style="list-style-type: none"> <li>(1) Materials, Installation and Testing Requirements</li> </ul> </li> <li>iii) Make up Air</li> </ul> </li> <li>d) Duct Systems Sec. 6 <ul style="list-style-type: none"> <li>i) Installation and Construction ASHRAE Handbook, SMACNA</li> <li>ii) Smoke Detection and Control</li> <li>iii) Duct and Transfer Openings <ul style="list-style-type: none"> <li>(1) Penetrations of Fire Rated Assemblies</li> </ul> </li> </ul> </li> <li>e) Combustion Air Sec. 7 <ul style="list-style-type: none"> <li>i) Requirements and Sizing</li> </ul> </li> <li>f) Chimneys and Vents Mech. Code Sec. 8, Fuel Gas Code Sec. 5</li> <li>g) Specific Appliances Sec. 9</li> <li>h) Boilers, Water Heaters and Pressure Vessels Sec. 10</li> <li>i) Refrigeration Sec. 11</li> <li>j) Hydronic Piping Sec. 12</li> </ul> <p>19) MSBC Ch. 1346 - Fuel Gas Code</p> <ul style="list-style-type: none"> <li>a) General Regulations Sec. 3</li> <li>b) Gas Piping Installations Sec. 4</li> <li>c) Specific Appliances Sec. 6</li> </ul>		<p>-cont.</p>
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**8<sup>th</sup> Quarter Instruction and Training  
July 1, 2022 – Sept. 30, 2022**

TRAINING DESCRIPTION	PROVIDER AND LOCATION	HOURS
<p><b>Performing Commercial Plan Reviews and conducting Field Inspections of:</b></p> <p>20) MSBC Ch. 4714 - Plumbing Code</p> <ul style="list-style-type: none"> <li>a) Minimum Number of Fixtures MSBC Ch. 1305 Sec. 29,</li> <li>b) State Plan Reviews and Municipality interaction               <ul style="list-style-type: none"> <li>i) Minor Remodels Applicability</li> </ul> </li> <li>c) Plumber Licensing and Registration MR 4716</li> <li>d) IAPMO Installation Standards MSBC Ch. 4714 appendix I</li> <li>e) Fixtures and Fittings Sec. 4</li> <li>f) Water Heaters Sec. 5</li> <li>g) Water Supply and Distribution Sec. 6               <ul style="list-style-type: none"> <li>i) Including Backflow Prevention</li> <li>ii) Piping Materials &amp; Sizing,</li> </ul> </li> <li>h) Sanitary Drainage Sec. 7               <ul style="list-style-type: none"> <li>i) Piping Materials</li> <li>ii) Sizing</li> <li>iii) Joints and Connections</li> <li>iv) Cleanouts</li> </ul> </li> <li>i) Testing Sec. 712               <ul style="list-style-type: none"> <li>i) All sections that refer to 712 for Testing.</li> </ul> </li> <li>j) Indirect Wastes</li> <li>k) Vents</li> <li>l) Traps and Interceptors</li> <li>m) Storm Drainage</li> </ul> <p>21) MN. Accessibility Code</p> <ul style="list-style-type: none"> <li>a) Amended IBC Ch. 11</li> <li>b) MSBC Ch. 1341               <ul style="list-style-type: none"> <li>i) Building Blocks Sec. 3</li> <li>ii) Accessible Routes Sec. 4</li> <li>iii) General Site and Building Elements Sec. 5</li> </ul> </li> </ul>	<p>ON-THE-JOB TRAINING  at the  Trainee’s Municipality</p>	<p>432</p>

<ul style="list-style-type: none"> <li>iv) Plumbing Elements and Facilities Sec. 6</li> <li>v) Communications Elements Sec. 7</li> <li>vi) Special Spaces, Furnishings and Equipment Sec. 8 &amp; 9</li> <li>vii) Dwelling and Sleeping Units Sec. 10</li> <li>viii) Recreational Facilities Sec. 11</li> </ul> <p>22) MSBC Ch. 1323 - Energy Code</p> <ul style="list-style-type: none"> <li>a) Commercial Compliance Options <ul style="list-style-type: none"> <li>i) ASHRAE 90.1</li> <li>ii) Prescriptive or Performance</li> </ul> </li> <li>b) Building Envelope Requirements</li> <li>c) Mechanical Systems Design Requirements <ul style="list-style-type: none"> <li>i) The Municipality's Design Data</li> <li>ii) Heating and Cooling Loads</li> <li>iii) Ventilation <ul style="list-style-type: none"> <li>(1) Demand Control</li> </ul> </li> <li>iv) ERVs</li> <li>v) Duct Construction and Sealing</li> <li>vi) Insulation – Duct and Piping</li> <li>vii)</li> </ul> </li> <li>d) Service Water Heating</li> <li>e) Power and Lighting</li> <li>f) Systems Commissioning C408</li> </ul> <p>23) MN. Guide to Health Care Facilities</p> <ul style="list-style-type: none"> <li>a) <a href="https://dps.mn.gov/divisions/sfm/fire-code/Documents/Fire-Code-Information-Sheets/2015-MSFC-quick-reference-guide-for-care-facilities.pdf">https://dps.mn.gov/divisions/sfm/fire-code/Documents/Fire-Code-Information-Sheets/2015-MSFC-quick-reference-guide-for-care-facilities.pdf</a></li> </ul> <p>24) Public Buildings and State Licensed Facilities MR. Ch. 1302</p> <ul style="list-style-type: none"> <li>a) Definitions Ch. 1302.0400, 1300.0070</li> <li>b) Permitting Procedures, Submittal Documents and Inspections <ul style="list-style-type: none"> <li>i) Municipality's role</li> <li>ii) State's role</li> </ul> </li> </ul> <p>25) Solar Systems</p> <ul style="list-style-type: none"> <li>a) Solar Photovoltaic 1305 Sec. 3111 &amp; 3113</li> <li>b) Solar Heating/Cooling 1346 Sec. 14</li> </ul>		<p>-cont.</p>
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## Addendum

### Grantee affirmatively accepts the following terms:

- Agrees to be in compliance with the Minimum Requirements to make application listed below:
  - Applicants must be a “Municipality” as defined in Minnesota State Building Code Ch. 1300.0070 subp. 17; Mn. Statute 326B.103 subd. 9
  - A municipality must administer and enforce the Minnesota State Building Code by having adopted the code by ordinance in compliance with Mn. Statute 326B.121 subd. 2
  - Education and training shall be under the direct supervision of, Minnesota Certified Building Officials certified in accordance with Mn. Admin. Rules 1301.0200.
- Agrees to submit quarterly reports which will include Training Requirements achieved and supporting narrative. In addition, grantee will submit an end-of-the-grant report by specified due dates in the table below.
- Agrees to submit quarterly invoices and provide required documentation to support requests for reimbursement by report due dates listed below.
- All activities for Track 1 will be completed by October 31, 2021 and final invoices submitted by December 15, 2021.
- All activities for Track 2 will be completed by December 31, 2022 and final invoices submitted by February 15, 2023.
- Agrees to allow site visits by Minnesota Department of Labor and Industry (DLI) staff.
- Agrees to fully cooperate with the Department of Labor and Industry (DLI) or the State, in any grant audits conducted during or after the grant period.

#### Schedule of report and invoice deadlines

YEAR 1		YEAR 2	
End of Quarter	Reports and Invoices Due:	End of Quarter:	Reports and Invoices Due:
12/31/20	01/31/21	12/31/21	01/31/22
03/31/21	04/30/21	03/31/21	04/30/22
06/30/21	07/31/21	06/30/22	07/31/22
09/30/21	*10/31/21	09/30/22	*12/31/22

\*Final invoices for the last quarter of each Track will be due on December 15<sup>th</sup> 2022 and February 15, 2023 respectively.

PRINTED NAME <i>Authorized Representative</i>			
TITLE:			
SIGNATURE:		DATE:	

**By signing, the grantee is acknowledging that it understands and agrees to the terms outlined in this addendum.**

# City of Brooklyn Park Request for Council Action

<b>Agenda Item:</b>	4.3	<b>Meeting Date:</b>	October 12, 2020
<b>Agenda Section:</b>	Consent	<b>Originating Department:</b>	Recreation and Parks
<b>Resolution:</b>	X	<b>Prepared By:</b>	Brad Tullberg, Parks and Facilities Manager Jody Yungers, Director of Recreation and Parks
<b>Ordinance:</b>	N/A		
<b>Attachments:</b>	1	<b>Presented By:</b>	Brad Tullberg
<b>Item:</b>	Approve Change Order #2 to Add a Fire Sprinkler System to Northwoods Park Building		

## City Manager's Proposed Action:

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO WAIVE THE READING AND ADOPT RESOLUTION #2020-\_\_\_\_\_ TO APPROVE CHANGE ORDER #2 TO ADD A FIRE SPRINKLER SYSTEM TO NORTHWOODS PARK BUILDING IN THE AMOUNT OF \$97,551.83.

## Overview:

On August 17, 2020, the City Council awarded the contract for Construction Services for Park Bond Group 1 Projects – Park Building and Shelter Kitchen Additions to American Liberty Construction in the amount of \$1,254,000. The project includes:

- Construction of additions to existing park buildings at Willowstone Park and Northwoods Park; and
- Provide site work and installation of prefabricated kitchens at the Central Park and River Park shelters.

During the plan review process, it was identified that Northwoods Park building would need to add a fire suppression system to comply with the City of Brooklyn Park building code. The Northwoods and Willowstone buildings were designed to meet the 2020 State Building Code, which would only require sprinklers in buildings of more than 6,000 square feet. During plan review, LHB was made aware that the City of Brooklyn Park has adopted the more stringent Municipal option MN Statute 1306.0020, which requires all A-Occupancy buildings, regardless of square footage, to have an automatic sprinkler system.

The Willowstone Park building was granted an exemption from the fire protection due to the inadequate water supply and the fact that the building is surrounded by public ways or yards more than 60 feet wide on all sides per the MN Statute 1306.0060 exemption. The Northwoods building did not qualify for the exemption because of its proximity to the wheelchair softball storage building and inclusive playground.

## Budgetary/Fiscal Issues:

- Funding Group 1 Projects – Park Building Additions and Shelter Kitchens of the Park Bond Reinvestment Projects is included in the \$26,000,000 Park Bond Referendum that passed in November 2018.
- The Park Building and Kitchen Shelters Additions were included in the \$7.7M worth of projects identified to sell bonds for during the June 8, 2020 discussion with City Council.

- The estimated budget for the Park Building and Shelter Kitchen Addition projects was \$1,300,000. The initial contract amount was \$1,254,000. With approval of Change Order #2, the new total contract amount will be \$1,370,507.83 and will require an adjustment to other park bond project budgets.

**Attachments:**

- 4.3A RESOLUTION
- 4.3B LHB MEMO
- 4.3C AMERICAN LIBERTY CONSTRUCTION PROPOSAL

RESOLUTION #2020-

RESOLUTION TO APPROVE CHANGE ORDER #2 TO ADD A FIRE SPRINKLER SYSTEM TO  
NORTHWOODS PARK BUILDING IN THE AMOUNT OF \$97,551.83

WHEREAS, on August 17, 2020, the City Council awarded the contract for Construction Services for Park Bond Group 1 Projects – Park Building and Shelter Kitchen Additions to American Liberty Construction in the amount of \$1,254,000 to: 1) construct additions to existing park buildings at Willowstone Park and Northwoods Park, and 2) provide site work to accommodate prefabricated kitchens at the Central Park and River Park shelters; and

WHEREAS, as part of the plan review process, it was determined that Northwoods Park building would require a fire sprinkler system to comply with municipal option MN Statute 1306.0020, which requires all A-Occupancy buildings, regardless of square footage, to have an automatic sprinkler system; and

WHEREAS, the Willowstone Park building was granted an exemption from the fire protection due to the inadequate water supply and the fact that the building is surrounded by public ways or yards more than 60 feet wide on all sides per the MN Statute 1306.0060 exemption; and

WHEREAS, funding for Group 1 Projects – Park Building and Kitchen Shelter Additions of the Park Bond Reinvestment Projects is included in the \$26,000,000 Park Bond Referendum that passed in November 2018; and

WHEREAS, the Park Building and Kitchen Shelters Additions were included in the \$7.7M worth of projects to sell bonds for during the June 8, 2020 discussion with City Council; and

WHEREAS, the total order change request is \$97,551.83 bringing the total project amount to \$1,370,507.83; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park to approve Change Order #2 to add a fire sprinkler system to Northwoods Park building in the amount of \$97,551.83



**PERFORMANCE  
DRIVEN DESIGN.**  
LHBcorp.com

## Memorandum

DATE: August 10, 2020  
TO: Brad Tullberg, City of Brooklyn Park  
FROM: Nikki Schlepp, Senior Landscape Architect  
RE: Park Bond Projects- Park Building Code Requirements

LHB's original understanding of the building code was following the overall 2020 Building Code Guidelines. In our interpretation, the park buildings fall under an A-3 occupancy. Under 2020 State Building code, sprinklers would be required only if they were over 6,000SF or have an occupant load of 300 or more. See below for an excerpt from the Building Code.

The current building square footage and occupancy type does not exceed the 2020 MN code minimum that requires a sprinkler system.

- The construction type for the project is, Type VB. It is allowed 6,000 SF before an automatic sprinkler system is required.

TABLE 506.2  
ALLOWABLE AREA FACTOR (A<sub>i</sub> = NS, S1, S13R, S13D or SM, as applicable) IN SQUARE FEET<sup>a, b</sup>

OCCUPANCY CLASSIFICATION	SEE FOOTNOTES	TYPE OF CONSTRUCTION									
		TYPE I		TYPE II		TYPE III		TYPE IV	TYPE V		
		A	B	A	B	A	B	HT	A	B	
A-1	NS	UL	UL	15,500	8,500	14,000	8,500	15,000	11,500	5,500	
	S1	UL	UL	62,000	34,000	56,000	34,000	60,000	46,000	22,000	
	SM	UL	UL	46,500	25,500	42,000	25,500	45,000	34,500	16,500	
A-2	NS	UL	UL	15,500	9,500	14,000	9,500	15,000	11,500	6,000	
	S1	UL	UL	62,000	38,000	56,000	38,000	60,000	46,000	24,000	
	SM	UL	UL	46,500	28,500	42,000	28,500	45,000	34,500	18,000	
A-3	NS	UL	UL	15,500	9,500	14,000	9,500	15,000	11,500	6,000	
	S1	UL	UL	62,000	38,000	56,000	38,000	60,000	46,000	24,000	
	SM	UL	UL	46,500	28,500	42,000	28,500	45,000	34,500	18,000	

- The project falls under an A-3 occupancy since it is a recreation building. An automatic sprinkler system would be required if the fire area exceeded 12,000 SF or if it had an occupant load of 300 or more.

### 303.4 Assembly Group A-3.

Group A-3 occupancy includes assembly uses intended for worship, recreation or amusement and other assembly uses not classified elsewhere in Group A including, but not limited to:

- Amusement arcades
- Art galleries
- Bowling alleys
- Community halls

### [F] 903.2.1.3 Group A-3.

An automatic sprinkler system shall be provided throughout stories containing Group A-3 occupancies and throughout all stories from the Group A-3 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

- The fire area exceeds 12,000 square feet (1115 m<sup>2</sup>).
- The fire area has an occupant load of 300 or more.
- The fire area is located on a floor other than a level of exit discharge serving such occupancies.

Upon further review, we realized that the City of Brooklyn Park had adopted the more stringent Municipal option MN Statute 1306.0020 which requires all A-occupancy buildings, regardless of square footage, to have an automatic sprinkler system.

LHB reviewed the other occupancy classifications in the 2020 MN Building Code and still believed the A-occupancy applied to Norwood, Northwoods, and Willowstone. We recommended meeting with the Fire Marshall to discuss programming use and the materiality of the to see if there are other options to explore. Except for the summer months, the planned occupancy of these buildings is low.

A meeting was held with the Fire Marshal, Parks Department, and LHB on August 7, 2020. Based on this meeting it was determined that Norwood and Northwoods would be required to have a sprinkler system for both the addition and existing portion of the building to comply with MN Statue 1306.002 Subpart 2, which states that new buildings and buildings increased in total floor area (including the existing building) would require an automatic sprinkler system. However, the picnic canopies

Memorandum: Park Bond Reinvestment Projects  
August 10, 2020

could be exempt based on the Exception to MN Rule 1306.0030(A) as the canopies were considered to meet the intent of "open picnic shelters."

Overall, the goal is to achieve as close to NFPA 13 compliance as possible, without a dry system. It was acknowledged that all parties wanted to avoid the maintenance issues that come with a dry system as these buildings are not occupied continuously.

The Willowstone Park building addition was granted an exemption from fire protection due to inadequate water supply and the fact that the building is surrounded by public ways or yards more than 60 feet wide on all sides. This is based on MN Rule 1306.0060 Exemption.

c: LHB File No. 190540

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# AMERICAN LIBERTY CONSTRUCTION

P.O. Box 547, 5900 Main Street, Rockford, MN 55373 phone 763-477-9900 and fax 763-477-9600

September 9, 2020

**Revised September 24, 2020**

Brad Tullberg  
Brooklyn Park Recreation & Parks Department  
5600 85th Avenue North  
Brooklyn Park, MN 55443

Re: Brooklyn Park Parks Bond Reinvestment  
Group One - Park Building Additions & Shelter Kitchens

Contract #:

**Change Order Proposal No. One**

The fire marshal has indicated that a fire sprinkler system must be added to Northwoods Park building. Below are additional costs to supply the new utilities, fire sprinkler system, and control work, per the additional plans and specifications provided by LHB in Proposal Request No. 1.

**Revision:** At the fire marshal's request, additional dry heads to be installed in the void space above the precast planks and two exterior dry heads for the existing canopy. Priced per revised PR001-R1.

**General Contractor Forces:**

Time Extension	Days @	\$ 325 /Day	\$ -
01310(g) Project Manager	Hours @	\$ - /Hour	\$ -
06100(s) Fire Department Key Box - Provide & Install			\$ 500.00
Subtotal			\$ 500.00
Overhead 10%			\$ 50.00
Subtotal			\$ 550.00

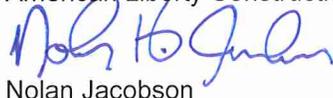
**Subcontractor Forces:**

02220(s) Erosion Control - 134 LF Additional Silt Fence		\$ 402.00
02400(s) EJ Mayers, Inc. - Directional Drilling of 6" HDPE		\$ 11,400.00
02500(s) United Water & Sewer - Utilities Work		\$ 44,025.00
02775(s) Concrete Curb Replacement		\$ 2,000.00
02920(s) Great Northern Landscapes - Add. Site Restoration - Sod/Seed Switch		\$ 251.00
03300(s) Mechanical Floor Demo and Patch		\$ 1,500.00
09900(s) Universal Painting - Paint Exposed Sprinkler Piping		\$ 550.00
15300(s) Escape Fire Protection - Fire Sprinkler System - <b>Revised</b>		\$ 19,235.00
16000(s) Olson & Sons Electric - Electrical/Control Work		\$ 11,600.00
Subtotal		\$ 90,561.00
Profit 5%		\$ 4,528.05
Subtotal		\$ 95,089.05
Combined GC & Sub Subtotal		\$ 95,639.05
Bond / Insurance 2.00%		\$ 1,912.78
<b>TOTAL AMOUNT THIS CHANGE ORDER</b>		<b>\$ 97,551.83</b>

The acceptance of this Change Order will add \_\_\_\_\_ days to the substantial completion and final completion dates at a rate of \$ - /day. Proposal subject to change if not accepted within 10 days. **This proposal is valid for 30 days.** Please call with questions or comments.

Accepted for: City of Brooklyn Park

Very truly yours,  
American Liberty Construction, Inc.



Nolan Jacobson - Project Manager

\_\_\_\_\_  
Brad Tullberg - Project Manager

Date: \_\_\_\_\_



PERFORMANCE  
DRIVEN DESIGN.  
LHBcorp.com

### Proposal Request

Date:	September 21,2020	PR No.:	001-R1
Project:	Park Bond Improvements Group One-Northwoods Park Building Additions	LHB Project No.:	190540
Owner:	City of Brooklyn Park	Architect:	LHB, Inc.
Contractor:	American Liberty Construction	Contract For:	General Construction

Please submit an itemized cost for changes in the Contract Sum and Contract Time for proposed modifications to Contract Documents. Submit your cost within five days or notify Architect of the date you anticipate submitting your proposal.

**This is not a change order or a direction to proceed with the work described in the proposed modifications.**

Reason:     Owner Request     Unforeseen Condition     Code     Other

Add Dry sprinkler heads to protect existing canopy connection to building as well as cavity between precast concrete panel ceiling and roof.

1. Replace sheet F001 in its entirety with attached revised sheet.
2. Replace attached specification section 21 1300 – Fire-Suppression Sprinkler Systems in its entirety.

Labor	\$ _____
Materials	\$ _____
OH&P	\$ _____

**TOTAL ADD / DEDUCT**    \$ \_\_\_\_\_  
(Circle one)

**Does Proposed Change involve a change in Contract Time?**

No     Yes (Increased)(Decreased) \_\_\_\_ days.

Attachments: See pages and specification sections listed above.

Request By: Nikki Schlepp, Project Manager

c: LHB File No. 190540

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**PERFORMANCE  
DRIVEN DESIGN.**  
LHBcorp.com

### Proposal Request

Date: August 28,2020 PR No.: 001  
 Project: Park Bond Improvements Group One- Northwoods Park Building Additions LHB Project No.: 190540  
 Owner: City of Brooklyn Park Architect: LHB, Inc.  
 Contractor: American Liberty Construction Contract For: General Construction

*Please submit an itemized cost for changes in the Contract Sum and Contract Time for proposed modifications to Contract Documents. Submit your cost within five days or notify Architect of the date you anticipate submitting your proposal.*

**This is not a change order or a direction to proceed with the work described in the proposed modifications.**

Reason:  Owner Request  Unforeseen Condition  Code  Other

Fire Protection System was added for Northwoods Park Building Addition. An additional water service line and hydrant also needed to be included per code.

1. Replace sheet G001 in its entirety with attached revised sheet.
2. Replace sheet G004 in its entirety with attached revised sheet.
3. Replace sheet A101 in its entirety with attached revised sheet.
4. Replace sheet A201 in its entirety with attached revised sheet.
5. Replace sheet NW\_C101 in its entirety with attached revised sheet.
6. Add sheet NW\_C102.
7. Replace sheet NW\_C201 in its entirety with attached revised sheet.
8. Add NW\_C202.
9. Replace sheet NW\_C401 in its entirety with attached revised sheet.
10. Add sheet NW\_C402
11. Replace sheet C501 in its entirety with attached revised sheet.
12. Replace sheet E101 in its entirety with attached revised sheet.
13. Add sheet F001.
14. Add attached specification section 21 0500 – *Common Work Results for Fire Suppression* in its entirety.
15. Add attached specification section 21 0523 – *General-Duty Valves for Water-Based Fire-Suppression Piping* in its entirety.
16. Add attached specification section 21 0553 – *Identification for Fire Suppression Piping and Equipment* in its entirety.
17. Add attached specification section 21 1300 – *Fire-Suppression Sprinkler Systems* in its entirety.
18. Add attached specification section 28 0500 – *Common Work Results for Electronic Safety and Security* in its entirety.
19. Add attached specification section 28 0513 – *Conductors and Cables for Electronic Safety and Security* in its entirety.
20. Add attached specification section 28 3111 *Digital, Addressable Fire-Alarm System* in its entirety.
21. Replace specification section 33 1416 – *Site Water Utility Distribution Piping* in its entirety with attached revised specification section 33 1416 – *Site Water Utility Distribution Piping (Revised per PR-001)* in its entirety.

Labor \$ \_\_\_\_\_  
 Materials \$ \_\_\_\_\_  
 OH&P \$ \_\_\_\_\_

Proposal Request No. 001  
190540 Park Bond Improvements Group One- Northwoods Park Building Additions  
August 28, 2020

Page: 2

**TOTAL ADD / DEDUCT** \$ \_\_\_\_\_  
(Circle one)

**Does Proposed Change involve a change in Contract Time?**

No  Yes (Increased)(Decreased) \_\_\_\_ days.

Attachments: See pages and specification sections listed above.

Request By: Nikki Schlepp, Project Manager

c: LHB File No. 190540

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# ESCAPE

Fire Protection

Escape Fire Protection  
 3000 Centerville Rd.  
 Little Canada, MN 55117  
 Phone: (651) 771-8874  
 Fax: (651) 771-8875  
 Chris.k@escapefire.com

Residential Fire System's • Commercial Fire System's • Service • Inspections • Fire Pump Installation

<b>Company:</b>	American Liberty Construction, Inc.	<b>Date:</b>	9/24/20		
<b>Street:</b>	6011 Loan Oak Road	<b>Project:</b>	Brooklyn Park Northwoods Park Building		
<b>City/State:</b>	Rockford, MN 55373		Brooklyn Park, MN		
<b>ATTN:</b>	Nolan Jacobson	<b>From:</b>	Chris Koren	<b>Cell 651-235-3868</b>	C-086

**Proposal**

**Page 1 of 1**

Escape Fire Protection, will provide the necessary labor and materials to complete the following mechanical systems:

**Fire Protection**

- Install (1) new wet pipe fire sprinkler system throughout existing building and new addition(1900sq/ft).
  - Work is to begin inside building at new 4" underground supply (by others) 1'-0".
  - All new pipe will be schedule 10 black pipe.
  - New system will be designed for light hazard occupancy.
  - Material, Design, Labor, and Permit
  - Installation per NFPA #13
  - All work shall be completed during normal working hours (7:00AM – 3:30PM)
- Our Price: \$14,725.00**

**Add \$4,510.00 to have (2) dry sidewalls to protect below the existing canopy and dry upright heads to protect above precast concrete in the new addition area (Pricing includes coring holes)**

**Exclusions:**

- Overtime Labor
- Painting of any piping
- Relocating mains or branchlines
- Monitoring of the fire protection system and all other fire alarm related work
- New underground supply

*Due to the volatility of the steel market, Escape Fire Protection reserves the right to adjust all prices based on the cost of materials at the time of contract. The customer may be required to pay for materials at the time of contract to guarantee price.*

*Testing for the presence of MIC contaminants, treatment of the water supply to counteract MIC and any damage to installed piping resulting from an untreated or contaminated water supply is excluded from this proposal.*

*Terms of payment: All work must be paid in full within thirty (30) days of billing.*

*This quote expires within 45 days of date issued.*

If you have any questions regarding this quote, please feel free to contact me at this office. We look forward to working with you on this project.

Thank you.

**Proposed By:**  
**Escape Fire Protection**

**Accepted By:**

\_\_\_\_\_  
 Chris Koren  
 Project Manager

\_\_\_\_\_ Date: \_\_\_\_\_

Print name: \_\_\_\_\_



# United Water & Sewer Co.

## *Outside Utilities • Inside Plumbing*

17700 113<sup>th</sup> Avenue North

Dayton, Minnesota 55369-2500

Phone (763) 537-9036 E-mail: unitedws@unitedwaterandsewer.com Fax (763) 535-2769

### **Proposal for Outside Utilities**

September 9, 2020

American Liberty Construction  
Attention of Nolan Jacobson

SUBJECT:    NORTHWOODS PARK – PR#1
------------------------------------

We are pleased to offer our proposal for the installation of the water and sewer as shown on civil sheet. ***The water and sewer will be stubbed to just inside the building.*** Permit is included in our price of:

~~SIX THOUSAND DOLLARS~~ ----- ~~\$6,000.00~~

**ADD: \$44,025.00 for 4" watermain and hydrant (NO direct boring in price) City street patch is included in price. Per PR#1**

**The following items are NOT included in our proposal:**

SAC/WAC charges, **DEWATERING IF REQUIRED**, soil correction and/or replacement of any type or removal of any excess materials off-site. Restoration of any type, other than as detailed above. Soil testing (we will compact but not test). Meters. Staking, Trench drains (if required). No Link Seals (if required). No Rain Guardians. No drain tile unless otherwise noted. Damage caused by any private underground utility not located by Gopher State One-call. No tree removal and/or replacement, grubbing, sheeting, shoring or bracing. **Allowance for any digging in or removal of shale or bedrock.** Engineering, frost ripping charges, rock excavation. As-built drawings or any type of drawings. No air testing of piping of storm sewer or storm sewer manholes, if required. No splash pads included. NO inlet sediment protection on storm sewer manholes, **NO core-drilling** through walls or h-beams unless stated above; ADD: \$600.00 per hole up to 14". **NO CUT-OFFS ARE INCLUDED UNLESS STATED ABOVE.** Responsible for normal street cost repairs (if stated above), not liable for unforeseen costs. No temp patch included in price because of winter work. NOT responsible for paying for lane closure or sidewalk closure unless stated above. NO STORM stubbed inside the building unless stated above. NO lift station pumps are included in price unless stated above. **Bid DOES NOT include any concrete base or liner that goes underneath Storm Trap tanks.**

Digging and backfilling will be with existing soil. ***Due to the rapidly changing material prices by our vendors, this quotation is only valid for 120 days from the date hereof and is subject to our review before any contract acceptance.***

If you have any questions please call.

Very sincerely yours,  
UNITED WATER & SEWER CO.

*Jeffrey J. Spetz,*

Jeffrey J. Spetz

Estimator

Book #122

Universal Painting & Drywall, Inc.  
5301 East River Road, Suite #103  
Fridley, MN 55421



Office: #763-315-0095  
Fax: #763-315-8970  
www.universalptg.com

Brooklyn Park Recreation &  
Parks  
Added Sprinkler Pipe

September 2, 2020

Universal Painting & Drywall, Inc. proposes to furnish all labor, material, and equipment necessary to perform the following scope on the above-mentioned project:

**Paint exposed sprinkler piping Northwoods building only**

For The Sum of: ..... **\$550.00**

**Universal Painting & Drywall Inc is a CERT SBE**

Price assumes all work to be done during standard business hours

For questions or clarifications, please call Charie Jensen #612-462-0587 cell or e-mail [chariej@universalptg.com](mailto:chariej@universalptg.com). Thank you for the opportunity to bid this project.

This offer expires thirty days from above date.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

*Charie Jensen*

Charie Jensen, Field Coordinator  
Universal Painting & Drywall, Inc.



733-295-2690 – FAX 763-295-2691

09/02/2020

**Re: Brooklyn Park Parks Bond – Fire Alarm System**

To American Liberty Construction

I would like to thank you for the opportunity to provide pricing to you, for the project referenced above. The quote is based on provided engineered prints and specs dated 8/28/20. Any additional requirements by the owner will require a signed Change Order. The quote is as follows:

**Supply & Install:**

NFW-100X

Interstate SEC 1075 12V 7AH

FSP-951 (PHOTO DET. White Flash Scan Only)

B300-6 (Base)

NBG-12LX ADDRESSABLE PULL

FMM-1 MONITOR MODULE

P4RK Horn/Strobe Wall Red Outdoor w/ Backbox

16/2 SLC Plenum

14/2 NAC Striped Plenum

14/2 Power Cable Plenum

Lot – Cable, installation

Lot – UL Certificate, acceptance testing, building as-built AutoCAD drawings, permits, etc.

**\$ 11,600.00****Exclusions / Clarifications:**

- Subject to plan approval and final acceptance testing by the AHJ.
- All roof penetrations for RTU shut down by others
- AutoCAD drawings available upon completion
- Work to be completed during normal working hours.
- Proposal does not include project phasing

This quotation includes all referenced equipment, installation labor, materials, AutoCAD drawings and freight to complete this project in a professional manner. If you have any questions regarding this quotation, feel free to contact me at any time.

Respectfully Submitted,

Olson &amp; Son's Electric, Inc.

*Michael E. Olson*Michael E. Olson  
Est/PM

# City of Brooklyn Park Request for Council Action

<b>Agenda Item:</b>	4.4	<b>Meeting Date:</b>	October 12, 2020
<b>Agenda Section:</b>	Consent	<b>Originating Department:</b>	Finance Department
<b>Resolution:</b>	X	<b>Prepared By:</b>	Jeanette Boit-Kania, Assistant Finance Director
<b>Ordinance:</b>	N/A		
<b>Attachments:</b>	2	<b>Presented By:</b>	LaTonia Green, Finance Director
<b>Item:</b>	Authorize the Acceptance of Donations/Gifts		

## City Manager's Proposed Action:

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO WAIVE THE READING AND ADOPT RESOLUTION #2020-\_\_\_\_ AUTHORIZING STAFF TO ACCEPT GIFTS OF REAL AND PERSONAL PROPERTY PURSUANT TO MINNESOTA STATUES, SECTION 465.03.

## Overview:

Minnesota Statute 465.03 allows for the acceptance of donations and gifts by resolution of the City Council. Gifts with a value of \$15,000 or less can be included in a report to Council.

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

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

## Attachments:

- 4.4A RESOLUTION
- 4.4B 2020 DONATIONS UNDER \$15,000 THROUGH SEPTEMBER 30

RESOLUTION #2020-

RESOLUTION AUTHORIZING STAFF TO ACCEPT GIFTS OF REAL AND PERSONAL PROPERTY  
PURSUANT TO MINNESOTA STATUTES, SECTION 465.03

WHEREAS, the City of Brooklyn Park is generally authorized to accept donations of real and personal property pursuant to Minnesota Statute, Section 465.03; and

WHEREAS, the following entities have offered to contribute gifts/donations as set forth below to the city:

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park that staff be authorized to accept the donations.

Name of Recipient Department	Name of Entity Making Donation	Description of Donation	Total
Fire	Meryl Speed	Check	\$ 100
Fire	Jimmy Johns	Sandwich Party Box	112
Fire	Grace Fellowship	Bagged lunched for BPFDF staff	50
Fire	Golden Needles	Homemade masks	240
Fire	Nilfisk	3M N95 masks (8210)	300
Fire	Nilfisk	White Protective Gowns	100
Fire	Stein Industries	500 Non-medical, non-surgical masks	100
Fire	Janet Buclek	Sandwich Platter/Condiments	112
Fire	Lowes	Spray Bottles	44
Fire	Lowes	Plastic Tubs	40
Fire	Splash	Cleaning Bleach / Gallon	190
Fire	KnightKrawler	Faceshields	50
Fire	Marsha Carlson	N95 masks	10
Fire	Nilfisk	Cub Fried Chicken lunches	120
Fire	MTL (owns Curbside)	Donation of \$250 (for PPE)	250
Fire	Debroah Allison	3 Pizzas, 2 pasta salad, bread, water	50
Fire	Jet's Pizza	Pizza Lunch for 20 Staff	60
Fire	Girl Scouts	11 Boxes of various cookies	66
Fire	Neda L. woods	Sandwich Party Box	56
Police	MATTER Luther Honda Dealership/Jim	Nature Valley granola bars and bags of Sun Chips	866
Police	Haertzen	Racing bicycle	125
Police	MATTER	475 snack packs	1,596
Police	Walmart	135 fishing rods and reels	531
Police	Haywood Family	Money	400
Police	Glen Ambrose Chirs Williamson and Jeanine Gill	48 Muscle Machine die cast 1:64 scale toy cars	288
Police	Osseo Gun Club and Pro Shop	\$100 Visa gift card	100
Police	Asked to remain anonymous	\$150 MC gift card	150
Police	NAMI	11 Lockboxes for narcotics	275
Police	Richard Vosika	\$500 check	500
Police	The Hempels	\$100 Cub gift card	100
Police	Tiet Custom Cabinets and Sky Nails	\$500 check	500
Police	Pat and Margaret Williams	\$500 check	500
Police	Morgan LLC/ Sadiq Punjani	\$1,000 check	1,000
Police	Anonymous	\$200 check	200
Police	MATTER	70 meal kits, 100 snack packs, 26 cases almond butter, 18 cases Harvest Snaps Green Snack Crisps	1,230
Recreation & Parks	Office Depot	Supplies for School Supply Bingo at Zanewood	1,100
Recreation & Parks	Pamela Paulson	Park Bench Donation at Hartkopf	1,200
Recreation & Parks	Mill City Credit Union	Concert Performances	1,500
<b>Total</b>			<b>\$ 14,210</b>

# City of Brooklyn Park Request for Council Action

<b>Agenda Item:</b>	5.1	<b>Meeting Date:</b>	October 12, 2020
<b>Agenda Section:</b>	Public Hearings	<b>Originating Department:</b>	Finance
<b>Resolution:</b>	X	<b>Prepared By:</b>	Jeanette Boit-Kania, Assistant Finance Director Chris Kuecker- Accountant
<b>Ordinance:</b>	N/A		
<b>Attachments:</b>	3	<b>Presented By:</b>	LaTonia Green, Finance Director
<b>Item:</b>	Adopt Resolution for Proposed Special Assessments for Certain Delinquent Utility Bills, Weed Cutting Charges, Tree Removal Fee, Utility Invoices, Administrative Penalty Citations, Nuisance Abatement Charges, Rental Housing Case Charges, and Fire Inspection Fees		

## City Manager's Proposed Action:

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO WAIVE THE READING OF THE PUBLISHED NOTICE OF HEARING ON PROPOSED ASSESSMENT FOR DELINQUENT UTILITY BILLS, WEED CUTTING CHARGES, TREE REMOVAL CHARGES, UTILITY INVOICES, ADMINISTRATIVE CITATIONS, NUISANCE ABATEMENT CHARGES, RENTAL HOUSING CASE CHARGES, AND FIRE INSPECTION FEES AND HOLD THE PUBLIC HEARING.

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO WAIVE THE READING AND ADOPT RESOLUTION #2020-\_\_\_\_ LEVYING TAX FOR DELINQUENT UTILITY BILLS, WEED CUTTING CHARGES, UTILITY INVOICES, ADMINISTRATIVE PENALTY CITATIONS, NUISANCE ABATEMENT CHARGES, AND FIRE INSPECTION FEES.

## Overview:

Each year, the City has outstanding charges for utility bills, weed cutting, tree removal, utility invoices, administrative citations, rental housing cases, nuisance abatement charges and fire inspection fees that the City is not able to collect from the property owner. The only action that can be taken to collect these charges is to assess the amounts in question and certify these charges to the property taxes of the property owners. Minnesota State Statute 44.075 Subd. 3 allows for the assessment of delinquent utility bills. Minnesota State Statute 429.101 allows for the assessment of delinquent weed cutting, tree removal, and nuisance abatement charges. The City Charter, Section 14.19, allows for the assessment of delinquent administrative citations. Minnesota Statute 336.012 allows for assessment of delinquent fire inspection fees. In addition, notices of this public hearing have been mailed to the affected parties.

For 2020, we have identified the following amounts for possible certification to the property taxes in 2021. Data for 2019 is provided below for comparison:

Description	2019		2020	
	Number	Dollar Amount	Number	Dollar Amount
Abatements	70	32,762.17	73	31,492.08
Citations	243	38,600.00	197	37,050.00
Utility Accounts	3745	1,811,642.54	2774	1,401,470.08
Tree removal	-	-	1	1,799.00
Rental Housing	-	-	2	5,628.85

We continue to receive and post payments on these accounts daily. Payments will be accepted up through 4:00 p.m. on November 13, 2020. Accounts paid by this date will be removed from the certification list. Accounts not paid by this date will be certified to Hennepin County. The amount certified includes the outstanding amount plus interest for fourteen (14) months at the rate of 4% annum, a \$35.00 administrative fee, and a Hennepin County service charge of \$2.50.

An administrative fee of \$15.00 was included on each account that received a notice of a delinquent account. This was approved on the November 13, 2018 Council meeting.

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

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

**Attachments:**

- 5.1A RESOLUTION
- 5.1B 2020 SPECIAL ASSESSMENT HEARING PROCESS MEMO TO CITY MANAGER
- 5.1C CERTIFICATION LIST (*LIMITED DISTRIBUTION – Available for viewing at the City Clerk's office*)

RESOLUTION #2020-

RESOLUTION LEVYING TAX FOR DELINQUENT UTILITY BILLS, WEED CUTTING CHARGES,  
UTILITY INVOICES, ADMINISTRATIVE PENALTY CITATIONS, NUISANCE ABATEMENT CHARGES,  
AND FIRE INSPECTION FEES

WHEREAS, pursuant to proper notice duly given as required by law, Council has met, and heard, and passed upon all objections to the proposed assessment for delinquent utilities, weed cutting, tree removal, utility invoices, administrative citations, nuisance abatement charges and fire inspection fees.

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

1. That pursuant to Minnesota Statutes and the City Code of the City of Brooklyn Park, the delinquent utility bills, weed cutting charges, utility invoices, administrative penalty citations, nuisance abatement charges, and fire inspection fees shall be levied against the properties and collected as other taxes are collected, and remitted to the City of Brooklyn Park. All properties involved and the amounts to be certified are on file with the City Clerk.
2. That such proposed assessment, hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included with the exception of the house and garage roof tract of land is hereby found to be benefited by the delivered services in the amount of the assessment levied against it, and that each property shall have the entire amount, plus interest for (14) months at the rate of 4% PER annum, and a \$35.00 administrative fee added to their assessment, and a Hennepin County administration, service charge of \$2.50.
3. That the owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole or any part of the assessment on such property from the adoption of this resolution until November 13, 2020.
4. That the City Clerk shall forthwith transmit a certified duplicate of this assessment to the County Auditor to be extended on the property tax lists of the County, and such assessments shall be collected and paid in the same manner as other municipal taxes.



## MEMORANDUM

**DATE:** September 22, 2020

**TO:** Jay Stroebel, City Manager

**FROM:** Jason Newby, Inspections & Environmental Health Manager

**CC:** Kim Berggren, Director of Community Development  
LaTonia Green, Finance Director

**SUBJECT: 2020 Special Assessment Hearing Process**

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The purpose of this memo is to provide you with some background and information regarding the upcoming special assessment hearing process.

Each year, property owners have one final opportunity to appeal their special assessments to the City Council before they are certified to their taxes. These assessments represent all unpaid water bills, administrative citations (false alarms, code enforcement violations, licensing violations, etc.) abatement fees (long grass, nuisances, securing vacant structures, hazardous tree removal, etc.). Throughout the year, residents have an opportunity to contest these assessments through communication with staff and the administrative hearing process.

The Finance Department recently sent out certifications to all parties that met the definitions referenced above. Residents have an opportunity to contact the City in the event they feel these charges were issued improperly or should be removed due to staff error. Staff will work closely with those individuals and address those issues prior to the assessment hearing.

For the special assessment hearing at the City Council meeting, staff is proposing a similar format that has been used in previous years.

**Step 1 (October 12, 2020):** Have residents who wish to contest their special assessments sign in prior to the City Council meeting and conduct the public hearing. The Mayor may call each resident to the podium to state his/her objections to the special assessment. Rather than responding immediately to the public hearing comments, staff will make a recommendation to the City Council to pull all the contested items from the list and continue those at the next public hearing on October 26. All remaining non-contested fines or fees can be certified at that time.

**Step 2:** Staff will gather all the necessary case information for those that testified at the hearing or sent in letters or emails appealing their assessment. For each appeal, a case history will be prepared (correspondence, correction notices, citations, abatements and hearings results) and included in the City Council report.

**Step 3 (October 26, 2020):** Staff will respond to each case at the next City Council meeting on October 26. At the Mayor's discretion, property owners can be allowed to speak again in response to staff comments on their assessment.

Staff feels this format will allow us to respond in an orderly manner and provide all of the necessary information, so the City Council can make an informed decision. If there are questions on the case history, staff is happy to walk through the details of any case prior to the October 26 meeting.

# City of Brooklyn Park Request for Council Action

<b>Agenda Item:</b>	7.1	<b>Meeting Date:</b>	October 12, 2020
<b>Agenda Section:</b>	General Action Items	<b>Originating Department:</b>	Finance
<b>Resolution:</b>	X	<b>Prepared By:</b>	Coty Hemann, Senior Accountant LaTonia Green, Finance Director
<b>Ordinance:</b>	N/A		
<b>Attachments:</b>	2	<b>Presented By:</b>	LaTonia Green
<b>Item:</b>	Award the City Insurance Programs for Contract Year 2020-2021 to the League of Minnesota Cities Insurance Trust		

## City Manager's Proposed Action:

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO WAIVE THE READING AND ADOPT RESOLUTION #2020-\_\_\_\_\_ TO AWARD THE CITY INSURANCE PROGRAMS FOR CONTRACT YEAR 2020-2021 TO THE LEAGUE OF MINNESOTA CITIES INSURANCE TRUST.

## Overview:

The City of Brooklyn Park has been a member of the League of Minnesota Cities Insurance Trust (LMCIT) since 1985. This pool was formed exclusively to serve the Minnesota Cities and Joint Powers and is owned and controlled by its members. The LMCIT has been able to develop many specialized policies and coverage extensions that the traditional insurance industry is not willing to provide. In addition, the LMCIT provides numerous special endorsements tailored to meet the specialized needs of cities. The LMCIT has proven to be an effective instrument for coping with the broad and often unique risk exposures faced by municipalities.

Risk exposure arises as a consequence of the ownership of buildings, equipment, vehicles and services provided by our City. As our community continues to grow, our risk exposure continues to increase. Loss Control/Risk Management is responsible for managing this risk exposure while balancing our limited resources. The City purchases insurance policies with high deductibles. These high deductibles are a way for the City to self-insure a portion of the claims and pay lesser premium for insurance coverage. All policies, except the workers compensation, have an aggregate limit, which caps the City's claim dollar exposure.

This method of self-insuring the deductible allows the City a "hands-on" opportunity to manage claims and is a very useful tool for analysis and implementing changes to assist in the reduction of claims and associated costs. The City insurance renewal process involves meeting with our agent of record, Marsh and McLennan Agency, department heads and staff. We gather information to complete the LMCIT renewal application, evaluate the City exposures, and consider alternative deductible options to be quoted.

## Significant changes to the 2020-2021 insurance programs are as follows:

- Staff, Marsh & McLennan Agencies, Inc., and LMCIT have evaluated the actuary loss history and rating factors for the past 15 years. The City's elected to change their deductible rating structure to 50/300/1, which captured significant savings. The City and March & McLennan Agencies, Inc. are confident that this program meets the needs of the City at this point in time.
- The City's total premium impact from the increase in experience modification factor for the Municipal Liability in the 2020-2021 policy term resulted in an increase of \$34,200. The City's Municipal Liability experience rating factor is lower (22.7%) than the average experience rating.

- Workers Compensation experience modification factor declined this policy period (13.8%) although the City's Workers Comp premium increased by \$13,364. Additionally, the City stands to receive a large dividend from the current policy term of over \$516,736 (subject to change due to loss developments); due to the City's loss control efforts and will continue to develop safety controls.
- LMCIT 2020-2021 premium quote represents an increase of \$72,516 or 5.65% increase overall premiums.
- The League issued a dividend payment of \$32,726 for the 2018-2019 policy period due to surplus premiums collected

#### **Renewal Quote:**

The renewal quote for the policy year 09/01/2020 to 08/31/2021 and a summary of the past six years of insurance coverage and premium is attached as Exhibit A. This exhibit also compares the insurance renewal numbers for 2020/2021 to the previous year. This table also reflects the total premium less retro adjustments and dividends received to give a yearly comparison of the net insurance premium costs.

#### **LMCIT Liability Rating Methodology**

The liability rating factors are comprised of the following data points, which include:

- City Expenditures
- Number of FTE Police Officers
- Number of Sewer Hookups
- Number of Households
- Number of City Employees

Over the past several years, the City has experienced several large claims in those areas. The current policy term is in line with the League member cities four-year average for Police liability. These types of claims have a long-life cycle and are often with high legal costs to defend these claims.

#### **Property/Liability Deductible Program**

Staff, Marsh & McLennan Agencies, Inc., and LMCIT have evaluated the actuary loss history and rating factors for the past 15 years.

**Receipt of Dividends:** The LMCIT has returned dividends of over \$3,691,158 to our City since joining the insurance pool in 1985. In December 2019, the City received a dividend from the LMCIT in the amount of \$32,726.

#### **Workers Compensation**

##### **Workers Compensation Rating Plan**

The workers compensation premium is calculated on the City's ratable payroll and workers compensation classification of employee. A manual premium calculation is determined and then the experience modification factor is applied to determine the premium credit or debit. (The experience modification is assigned by the LMCIT based on past years claim experience.) This modification factor has provided a significant premium reduction and rewarded the City for their loss control efforts and safety programs in place to reduce employee accidents and injuries. Despite those efforts, the experience modification increased this premium reporting period. The manual premium calculation less the premium credit becomes the standard premium. The standard premium is further discounted, and the discounted standard premium is the annual premium that is paid to the LMCIT. The table below reflects the premium calculations for the current year and the past 20 years:

Policy Year	Total Ratable City Payroll	Manual Premium	Experience Modification Premium Credit	Standard Premium	Premium Discount	Discounted Standard Premium
1999-2000	\$15,563,015	\$ 296,044	.98= (\$5,921)	\$290,123	(\$31,960)	\$258,473
2000-2001	\$15,620,880	\$ 298,472	.84= (\$47,756)	\$250,716	(\$26,960)	\$223,756
2001-2002	\$17,842,397	\$ 309,793	.73= (\$83,644)	\$226,149	(\$24,037)	\$202,112
2002-2003	\$18,774,798	\$ 364,993	.66= (\$124,098)	\$240,895	(\$25,792)	\$215,103
2003-2004	\$20,064,955	\$ 429,341	.72= (\$120,215)	\$309,126	(\$33,911)	\$275,215
2004-2005	\$20,162,120	\$ 479,928	.64= (\$172,774)	\$307,154	(\$33,676)	\$266,518
2005-2006	\$20,131,025	\$ 509,923	.68= (\$163,175)	\$346,748	(\$38,388)	\$308,360
2006-2007	\$21,424,640	\$ 584,376	.66= (\$198,688)	\$385,688	(\$43,022)	\$342,666
2007-2008	\$22,916,517	\$ 630,722	.66= (\$214,445)	\$416,277	(\$46,662)	\$369,615
2008-2009	\$24,520,788	\$ 703,806	.64= (\$253,370)	\$450,436	(\$50,727)	\$399,709
2009-2010	\$25,006,565	\$764,948	.74= (\$198,886)	\$566,062	(\$64,817)	\$501,245
2010-2011	\$25,125,259	\$750,728	.92= (\$ 60,058)	\$690,670	(\$80,268)	\$610,402
2011-2012	\$25,748,332	\$750,892	.86= (\$105,125)	\$645,767	(\$74,700)	\$571,067
2012-2013	\$26,329,713	\$748,117	.80= (\$149,623)	\$598,494	(\$68,838)	\$529,656
2013-2014	\$27,774,365	\$818,485	.74= (\$212,806)	\$605,679	(\$69,729)	\$535,950
2014-2015	\$28,188,413	\$937,269	.65= (\$328,044)	\$609,226	(\$70,169)	\$539,057
2015-2016	\$29,233,914	\$1,042,859	.81= (\$198,143)	\$844,716	(\$99,370)	\$745,345
2016-2017	\$30,094,166	\$1,131,129	.86= (\$158,358)	\$972,771	(\$115,249)	\$857,522
2017-2018	\$30,094,166	\$1,176,498	1.09=\$105,075	\$1,272,573	(\$152,424)	\$1,120,149
2018-2019	\$32,963,536	\$1,226,533	1.01=\$12,265	\$1,238,798	(\$148,236)	\$1,090,562
2019-2020	\$32,583,775	\$1,359,864	0.94= (\$81,592)	\$1,278,272	(\$153,131)	\$1,125,141
2020-2021	\$36,415,659	\$1,642,633	0.81= (\$312,100)	\$1,330,533	(\$159,611)	\$1,147,504

### Recommendations:

Staff, Marsh & McLennan Agency, Inc., and LMCIT have evaluated the actuary loss history and rating factors for the past 15 years.

Over the past 10 years, the City has averaged \$549,614 in Work Comp claims paid and reserved per year with a frequency of 37 claims annually. Fifty-four (54) cases over the last ten years have met or exceeded \$10,000 in medical payments for an average of five per year. The 2015-2016 policy year was atypical due to the fact that 10 claims were over \$10,000 in medical payments, of which 8 were over \$25,000 for total paid and reserved of \$695,692. Based upon our 19-year loss history, the retrospective program provides a more cost-effective Workers Compensation program structure. As a result, Staff/Marsh & McLennan are recommending the City continue with the Retrospective Workers Compensation program.

### Primary Issues and Alternatives to Consider:

Primary issues: Staff and Agent have reviewed proposals received from the LMCIT. The LMCIT provides competent, comprehensive service, claims handling and insurance coverage that is specifically designed to meet the needs of the City. The LMCIT program meets our charge to conserve the City's assets while retaining the capacity to respond to obligations and responsibilities under the law.

### Three Alternatives to Consider:

- Accept the proposal as presented. Staff and our agent have reviewed and assessed the LMCIT program as well as selected coverage and deductibles. This alternative is consistent with prior insurance acquisition by the City Council and would permit staff to implement the upcoming year's program without interruption.
- Reject the proposal. Should the City Council elect this alternative, staff would need immediate direction as to the Council's intent, given that the current policies have been extended on a 60-day binder until final processing by the LMCIT. Coverage would cease unless we obtain an extension.

- Take no action at this time. If we take no action or defer action beyond our renewal and binder date we have in effect opted to self-insure outside the LMCIT. The City is not equipped, in finances or staff, to be self-insured, nor is the City presently qualified under Minnesota Law to individually self-insure apart from the LMCIT pool.

**Attachments:**

7.1A RESOLUTION

7.1B EXHIBIT A – SUMMARY OF INSURANCE AND RENEWAL QUOTE PREMIUMS

RESOLUTION #2020-

RESOLUTION TO AWARD THE CITY INSURANCE PROGRAMS  
FOR CONTRACT YEAR 2020-2021 TO  
THE LEAGUE OF MINNESOTA CITIES INSURANCE TRUST

WHEREAS, the City's Agent of Record has reviewed options and the market for various insurance coverage and services; and

WHEREAS, the LMCIT quotes were competitive and provide broad coverage designed to meet the needs of cities; and

WHEREAS, the Agent and City staff have reviewed the proposals and made their recommendation concerning the City's 2020-2021 insurance program; and

WHEREAS, the City Council recognizes the need to provide a responsible means of responding to claims, litigation and damages arising out of the City's operations and actions.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park to award the insurance coverage for the year 2020-2021 to the League of Minnesota Cities Insurance Trust.

Summary of Insurance and Renewal Quote Premiums									
2020-2021									
					Quote for				
	Policy								
	Period								
	6/1/2014	6/1/2015	6/1/2016	9/1/2017	9/1/2018	9/1/2019	9/1/2020	Premium	% Increase
<b>Type of Insurance Coverage</b>	to 06/01/15	to 06/01/16	to 06/01/17	to 9/1/2018	to 9/1/2019	to 9/1/2020	to 9/1/2021	Difference	or Decrease
Boiler & Machinery (Equipment Breakd	28,233	27,625	29,553	30,148	31,167	32,462	33,792	1,330	4.10%
Mobile Property	27,275	25,053	25,012	23,045	21,694	25,640	14,737	-10,903	-42.52%
Municipal Liability	215,197	256,483	336,122	351,264	323,714	192,832	227,032	34,200	17.74%
Property	134,945	138,510	142,947	161,111	173,019	184,764	208,848	24,084	13.04%
Auto	55,408	60,140	75,840	86,421	114,730	89,108	101,863	12,755	14.31%
Faithful Performance Bond	1,980	2,038	1,776	2,057	1,882	1,758	1,687	-71	-4.04%
<b>Summary Package Policy</b>	<b>463,038</b>	<b>509,849</b>	<b>611,250</b>	<b>654,046</b>	<b>666,206</b>	<b>526,564</b>	<b>587,959</b>	<b>61,395</b>	<b>11.66%</b>
Minnesota Petro Fund Included in Prop	Included								
Excess Liability	162,921	171,256	227,914	218,377	201,946	127,531	137,871	10,340	8.11%
Open Meeting Law	Included								
Fireworks	225	225	225	0	225	Included	Included		
Liquor Liability	563	563	563	0	0	0	0	0	
<b>Summary Other Policy</b>	<b>163,709</b>	<b>172,044</b>	<b>228,702</b>	<b>218,377</b>	<b>202,171</b>	<b>127,531</b>	<b>137,871</b>	<b>10,340</b>	<b>8.11%</b>
<b>Summary Package Plus Other Polic</b>	<b>626,747</b>	<b>681,893</b>	<b>839,952</b>	<b>872,423</b>	<b>868,377</b>	<b>654,095</b>	<b>725,830</b>	<b>71,735</b>	<b>10.97%</b>
Accident Plan for Volunteers	1,233	1,088	0	0	0	0	0	0	
Workers Compensation	я539,056	я570,482	я618,783	я668,705	я655,101	я598,811	я612,175	13,364	2.23%
Agency Commissions/Fees	21,000	21,000	18,000	18,000	18,000	18,000	18,000	0	0.00%
<b>Total All Coverages</b>	<b>1,188,036</b>	<b>1,274,463</b>	<b>1,476,735</b>	<b>1,559,128</b>	<b>1,541,478</b>	<b>1,283,489</b>	<b>1,356,005</b>	<b>72,516</b>	<b>5.65%</b>
Property/Casualty Dividend Received	-120,371	-198,073	-292,592	-72,304	-32,726				
Workers Compensation Retro Adjustm	-12,513	-5,012	0	-49,487	0				
Workers Compensation Retro Dividend	0	0			0				
Total Adjustments Received	-132,884	-203,085	-292,592	-121,791	-32,726				
<b>Net Cost After Reductions</b>	<b>1,055,152</b>	<b>1,071,378</b>	<b>1,184,143</b>	<b>1,437,337</b>	<b>1,508,752</b>				

я - Denotes Retrospective Rating Plan  
d - Denotes \$10k Medical Deductible Plan