

Monday, April 15, 2024
Following the EDA Special Closed Session
Estimated Start Time 7:00 PM

REGULAR EDA MEETING – AGENDA #5

President Hollies Winston, Vice President Nichole Klonowski, Treasurer Christian Eriksen,
Commissioners Boyd Morson, Xp Lee, Maria Tran, and Tony McGarvey
Executive Director Kim Berggren, Assistant Executive Director Jay Stroebel, and Secretary Seng Moua.

If you need these materials in an alternative format or reasonable accommodations for an EDA meeting, please provide a 72-hours' notice to Seng Moua by calling 763-493-8059 or emailing Seng.Moua@brooklynpark.org.
Si usted necesita esta información en español, llame al 763-424-8000 y solicite un intérprete.
Yog xav tau kev pab, hu 763-493-8059.

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

Meeting will be called to order in room A203. This portion of the meeting will not be televised but will be audio recorded.

- I. ORGANIZATIONAL BUSINESS**
 - 1A. CALL TO ORDER/ROLL CALL**
 - 1B. APPROVAL OF AGENDA**
- II. WORK SESSION**
 - 2. WORKSESSION ITEM**
 - 2.1** Discuss Yucca Kudu's Development Proposal at 7300 85th Ave North
 - A.** LOCATION MAP
 - B.** SITE DRAWING 1
 - C.** SITE DRAWING 2

Meeting will be recessed and reconvened in the Council Chambers. This portion of the meeting will televise.

- III. PUBLIC INVOLVEMENT**
 - 3. PUBLIC COMMENT AND RESPONSE**

Provides an opportunity for the public to address the EDA 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. Commissioners will not enter into a dialogue with members of the public. Questions from the EDA 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 from members of the public for informational purposes only.

3A. RESPONSE TO PRIOR PUBLIC COMMENT

3B. PUBLIC COMMENT

3C. PUBLIC PRESENTATIONS

3D. PUBLIC ANNOUNCEMENTS

IV. STATUTORY BUSINESS AND/OR POLICY IMPLEMENTATION

4. CONSENT

- 4.1** Consider Approving the March 18, 2024, EDA Meeting Minutes
 - A.** MARCH 18, 2024 DRAFT REGULAR MEETING MINUTES
- 4.2** Consider Amending the 2024 EDA Budget to Allow a Transfer of Funds from the 2024 WorkForce Development Budget to the City of Brooklyn Park for the Tuition Free College Outreach Program
 - A.** RESOLUTION
 - B.** BUDGET FINANCIAL ANALYSIS
- 4.3** Consider Accepting a Grant from Hennepin County and Authorizing the Executive Director to Enter into an Agreement Approving a Deed Restriction and Amending the 2024 Economic Development Authority Grant Fund
 - A.** RESOLUTION
 - B.** DEED RESTRICTION
- 4.4** Consider Approving the Renewal of the Contract for the Home Energy Squad Program in the City of Brooklyn Park and Directing Staff to Enter into Related Contractual Agreements with the Center for Energy and Environment
 - A.** RESOLUTION
 - B.** HOME ENERGY SQUAD PROGRAM PARTNERSHIP AGREEMENT
- 4.5** Consider Accepting a Donation from Stearns Bank for General Operating Expenses for Brooklyn Park Small Business Center (Fund 293)
 - A.** RESOLUTION
 - B.** DONATION LETTER FROM STEARNS BANK
- 4.6** Consider Approving a Budget Amendment to the Home Improvement Loan Programs Administered by the Center for Energy and Environment
 - A.** RESOLUTION

The following items relate to the EDA'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 Secretary. Staff will present each item, following in which audience input is invited. Discussion will then be closed to the public and directed to the EDA table for action.)

5. PUBLIC HEARINGS

6. GENERAL ACTION ITEMS

- 6.1** Consider Authorizing Staff to Pursue Operational Funding Resources for the Small Business Center
 - A.** EXAMPLE OF APPLICATION
- 6.2** Consider Authorizing the Executive Director to Enter into a Purchase Agreement with Stewart Brothers Partnership in the Amount of \$ _____ for the Purchase of Land Located at 4120 85th Avenue North
 - A.** RESOLUTION
 - B.** LOCATION MAP
 - C.** PURCHASE AGREEMENT

V. DISCUSSION – These items will be discussion items, but the EDA may act upon them during the meeting.

7. DISCUSSION ITEMS

- 7.1** Status Updates
 - A.** SBC MEMBERSHIP REPORT
 - B.** SBC VENDORS LIST
- 7.2** Housing Updates
- 7.3** Verbal Commissioner Reports and Announcements

VI. ADJOURNMENT

Since we do not have time to discuss every point presented, it may seem that decisions are preconceived. However, background information is provided for the EDA on each agenda item in advance from city staff; and decisions are based on this information and past experiences. Items requiring excessive time may be continued to another meeting.

The Brooklyn Park Economic Development Authority's agenda and packet is posted on the City's website.
To access the agenda and packet, go to www.brooklynpark.org.
The next scheduled EDA meeting is Monday, May 20, 2024.

City of Brooklyn Park EDA WORK SESSION

Agenda Item No:	2.1	Meeting Date:	April 15, 2024
Agenda Section:	Work Session	Prepared By:	Sarah Abe, Development Project Coordinator
No. of Attachments	3	Presented By:	Sarah Abe, Development Project Coordinator
Item:	Discuss Yucca Kudu's Development Proposal at 7300 85th Avenue North		

Overview:

The purpose of this item is to discuss a proposal for a Montessori school at the intersection of 85th Avenue North and College Court adjacent to Tessman Ridge on Economic Development Authority (EDA)-owned land acquired from North Hennepin Community College (NHCC). This was part of the larger vision for the site that was selected via a competitive process in 2020 and has now developed into a viable proposal that is ready for preliminary consideration by the EDA.

Background:

In 2019, North Hennepin Community College (NHCC) approached the Brooklyn Park Economic Development Authority (EDA) to develop a plot of land it had identified as surplus property. NHCC felt the site had potential to increase the supply of amenities targeted to students such as affordable housing, daycare, or other small commercial or office uses. In keeping with this vision, a small daycare was included in Duffy Development's phased proposal during the Request for Proposal (RFP) process in 2020. The original partner, Women Venture, withdrew from the project due to a leadership transition and the results of a study that suggested a new construction pod childcare model of that size may not be financially feasible. In 2022, Wildflower, an organization that specializes in developing Montessori schools, was identified as a potential new partner with a similar use for the site. Over the past few months work on developing this parcel has accelerated and Wildflower created a proforma and further developed the site plan. Staff are now seeking EDA direction on various elements of the project.

Wildflower Montessori started in January 2014 as a single shop-front early childhood education program created by MIT Media Lab professor Sep Kamvar in partnership with two Montessori veterans, Mary Rockett and Katelyn Shore. Over the past 10 years Wildflower has developed models for creating schools as charters, voucher-supported independent schools and through district partnerships. Wildflower Schools are small, teacher-led, and embedded in the communities they serve with a particular focus on building wealth for small entrepreneurs.

The Wildflower network currently includes 62 schools in 17 States and Puerto Rico. Schools are budding in 8 more states, including Arkansas, New Mexico, New Hampshire, and Tennessee. Wildflower selects locations that support diversity and involves parents heavily in programming—through structured parent education, classroom involvement and heavy communication. Wildflower ensures access by situating schools in a variety of settings—as stand-alone private schools offering sliding scale tuition and accepting public childcare assistance vouchers, as clusters of one-room schools under a charter umbrella, as innovation schools hosted by districts and as private schools sponsored by other institutions.

Primary Issues/Alternatives to Consider:

- **What is the current proposal for the site?**

The Montessori school is planned to have 3 teacher-leaders running 4 different classrooms of up to 64 students ages 6 weeks to 6 years old. Spaces range from 280 sq ft (for infants) to 700 sq ft. Shared amenities include two offices, restrooms, 3,750 sq ft of outdoor space, and parking.

- **What are the proposed modifications to the original site plan?**

The change in partners and programming from a daycare to a Montessori school has prompted several changes to the building design. Financially, Wildflower is confident that it can support a smaller building size than originally envisioned. The major adjustments are:

- **Building Size:** Based on the Montessori program, Wildflower anticipates the teacher-leaders needing a building that is approximately 3,100-3,500 sq ft compared to the initial plans from Women Venture of 7,700 sq ft. This building size reduction of over 50% impacts the density of the site.
 - Wildflower could explore other strategies to increase the size of the building, such as a partnership or renting out a portion of a larger building. However, this complicates the operating model and makes it harder for the teacher-leaders to dedicate all resources to managing the Montessori classrooms.
- **Outdoor Spaces:** With the micro school model, the school would need fewer parking spaces and a smaller playground.

While the financials are still very preliminary, the proforma includes an approximately \$273,000 land write down (\$363,00 land value reduced to \$90,000). The proforma still indicates a gap of \$110,000 and Wildflower is exploring additional sources to fill this gap. A formal request to the EDA for a grant or a loan may be one strategy.

Wildflower is also working with its design team and the City's Planning Division to explore the implications of a smaller building. The smaller size creates a challenge with the 80% building frontage requirement along 85th Avenue North. It would also be difficult to split the parcel and develop another product on the site, which is one possible option to increase density. These are some of the planning considerations that Wildflower would need to address during the design process.

Before investing significant resources in financing strategies and design, and given the change from the original proposal as well as the change in EDA priorities since 2022, EDA staff and Wildflower Schools are seeking direction on:

- 1) Should Wildflower explore more complicated operating models that would increase the building size?
- 2) Would the EDA support financial participation in this project?

Budgetary/Fiscal Considerations:

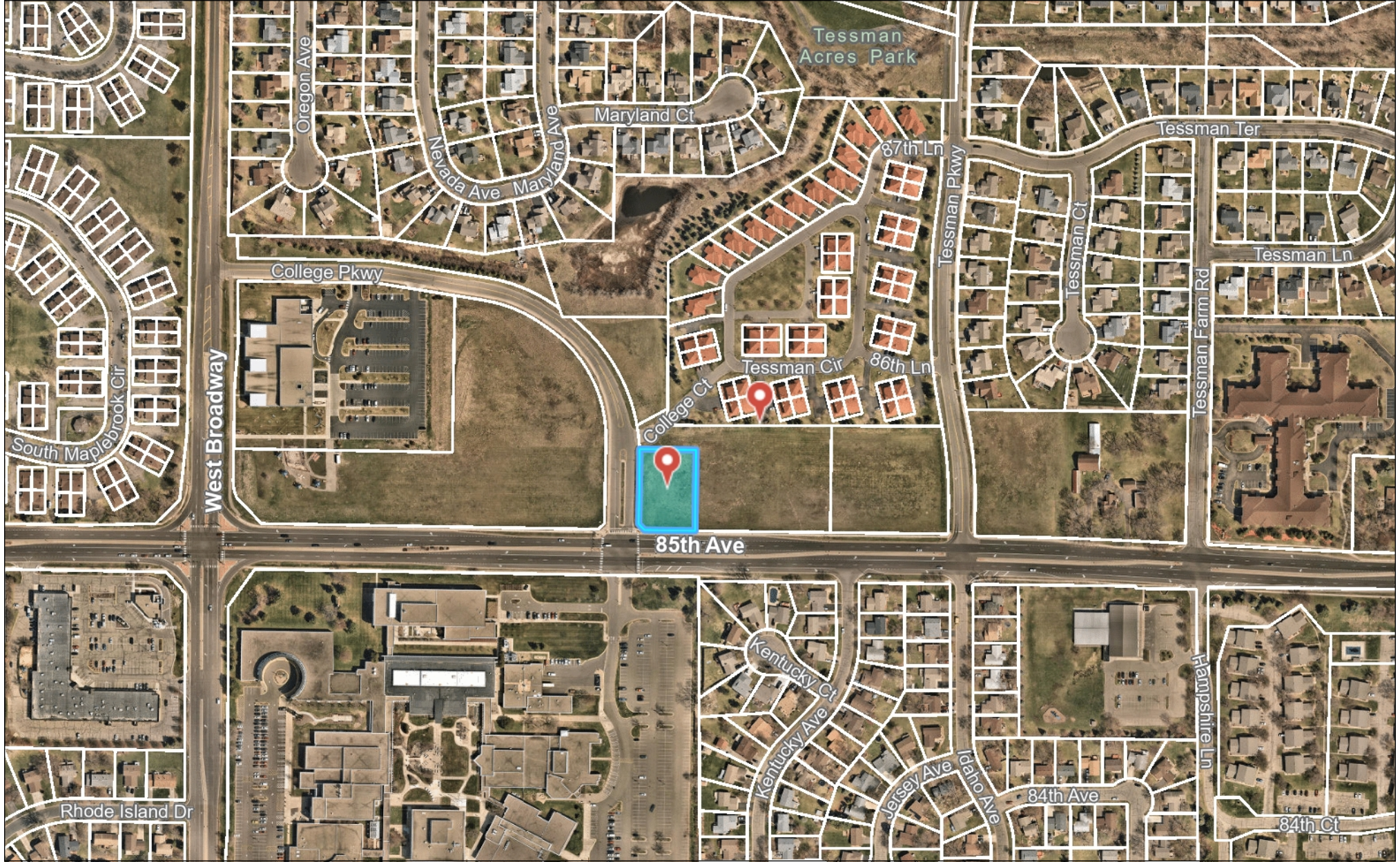
Financial analysis is still very preliminary. Based on EDA direction, staff will work with financial consultants at Ehler's to conduct a more thorough analysis and return with a formal financial proposal. Wildflower will also refine its site plan to comply with zoning requirements.

Next Steps:

EDA staff will adjust the proposal as directed by the EDA and come forward with a term sheet and purchase agreement with Wildflower for this portion of the site.

Attachments:

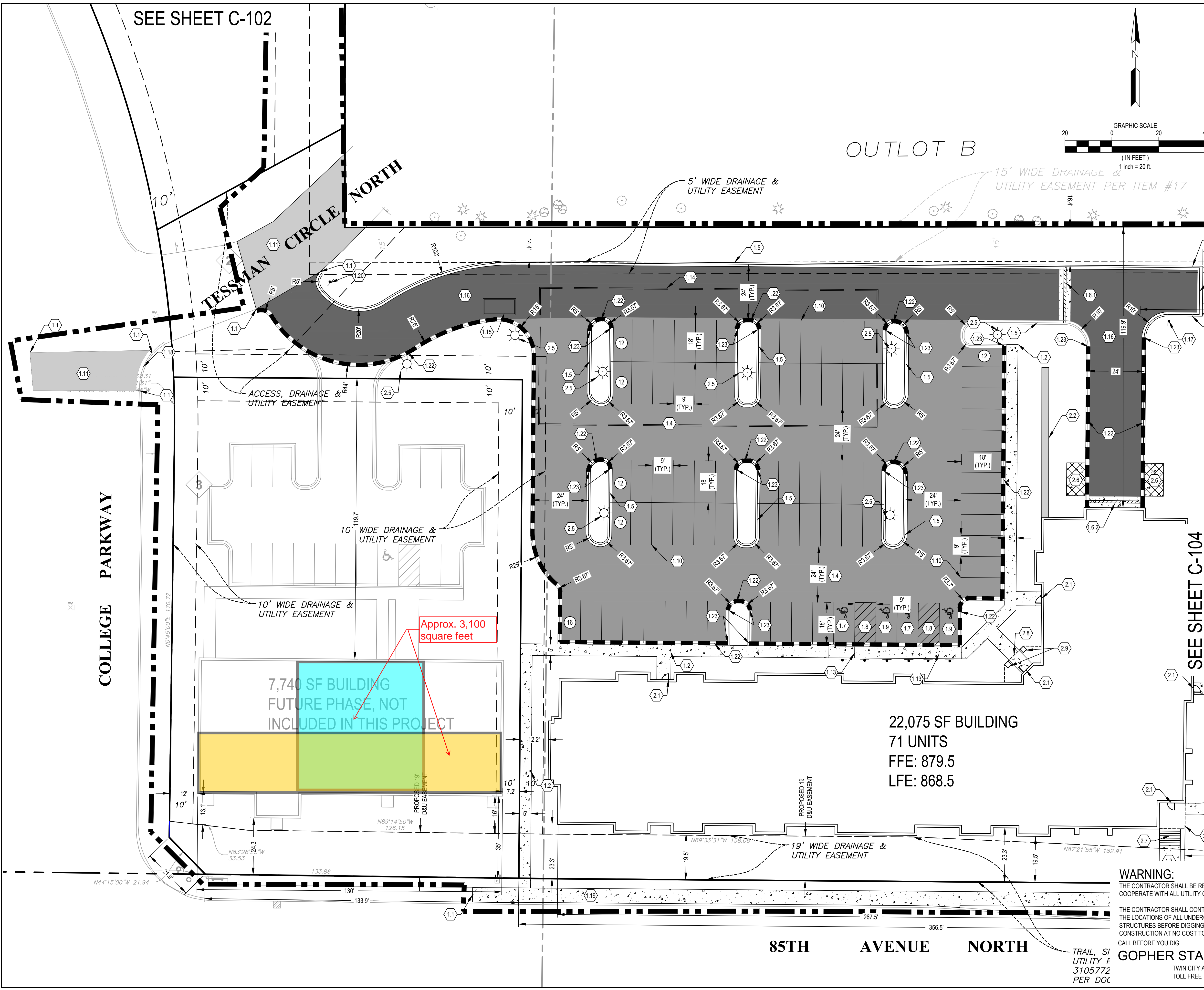
- 2.1A LOCATION MAP
- 2.1B SITE DRAWING 1
- 2.1C SITE DRAWING 2



Map Scale = 1: 4,190

349 ft  1 in

6/2/2023 10:25:54 AM
U:\2277650\BROOKLYN PARK APARTMENTS\DESIGN\CAD\03 PLANSHEET\SC-101 SITE PLAN (05/17.dwg)



LEGEND

- PROPERTY BOUNDARY
- LOT LINE
- EASEMENT LINE
- SETBACK LINE
- RIGHT OF WAY LINE
- SECTION LINE
- QUARTER LINE
- EXISTING EASEMENT LINE
- EXISTING PROPERTY LINE
- CURB AND GUTTER
- BITUMINOUS PAVEMENT
- PATCH BITUMINOUS PAVEMENT
- HEAVY DUTY BITUMINOUS PAVEMENT
- CONCRETE SIDEWALK
- CONCRETE PAD BY OTHERS
- REINFORCED TURF EMERGENCY VEHICLE ACCESS
- PLAYGROUND
- RETAINING WALL BY OTHERS
- UNDERGROUND SYSTEM
- TIP OUT CURB AND GUTTER
- PROPOSED PARKING COUNT

- ### NOTES
- SEE SHEET G-002 FOR ADDITIONAL PROJECT NOTES.
 - ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
 - DESIGN BY OTHERS ITEMS SHOWN FOR REFERENCE ONLY. EXACT LOCATION, DETAIL, AND DESIGN BY OTHERS. COORDINATE WITH PROJECT PARTNERS TO OBTAIN RELATED CONSTRUCTION DOCUMENTS/DRAWINGS.

- ### KEYNOTES
- STANTEC DESIGN ITEM
 - MATCH EXISTING
 - CONCRETE SIDEWALK - SEE DETAIL 5/C-802
 - ADA ACCESSIBLE CURB RAMP WITH TRUNCATED DOMES - SEE SHEETS C-804 AND C-805
 - BITUMINOUS PAVEMENT - SEE DETAIL 7/C-802
 - B612 CURB AND GUTTER - SEE DETAIL 1/C-802
 - TRENCH DRAIN
 - NORTH - SEE DETAIL 6/C-803 AND SHEET C-501
 - SOUTH - SEE DETAIL 4/C-803 AND SHEET C-501
 - ADA ACCESSIBLE PARKING STALL W/ SIGN - SEE DETAILS 10.11, 12, 13/C-802
 - ADA ACCESSIBLE AISLE W/ SIGN - SEE DETAILS 10.11, 13/C-802
 - ADA VAN ACCESSIBLE PARKING STALL W/ SIGN - SEE DETAILS 10.11, 12, 13/C-802
 - 4" WHITE PAINT STRIPE (TYP.) - SEE DETAIL 9/C-802
 - PATCH BITUMINOUS - EXISTING SECTION: 2" WEAR, 2.5" BINDER, 3" BASE, AND 6" CLASS V
 - REINFORCED TURF EMERGENCY VEHICLE ACCESS. INSTALL GRASSPAVE 2 BY INVISIBLE STRUCTURES OR APPROVED EQUAL. SHALL BE ABLE TO SUPPORT 42,000 LB FIRE ENGINE
 - ADA ACCESSIBLE CURB RAMP WITHOUT TRUNCATED DOMES - SEE SHEETS C-804 AND C-805
 - UNDERGROUND SYSTEM - SEE SHEET C-501
 - UNDERGROUND CONCRETE FILTER VAULT UP-FLO BY HYDRO INTERNATIONAL OR APPROVED EQUAL - SEE SHEET C-501
 - HEAVY DUTY BITUMINOUS PAVEMENT - SEE DETAIL 8/C-802
 - AUTHORIZED VEHICLES ONLY 24" X 30" SIGN - SEE MUTCD R5-11 AND DETAIL 11/C-802
 - B618 CURB AND GUTTER - SEE DETAIL ST-2/C-805
 - CONCRETE SIDEWALK - MATCH EXISTING SECTION
 - STOP SIGN - SEE DETAIL 10.11/C-802
 - SURMOUNTABLE CURB AND GUTTER - SEE DETAIL 3/C-802
 - B612 TIP OUT CURB AND GUTTER - SEE DETAIL 2/C-802
 - 5' CURB TRANSITION
 - 3' CURB TRANSITION FROM B612 TO SURMOUNTABLE CURB AND GUTTER
 - DESIGN BY OTHERS - SEE NOTE 3
 - DOOR LOCATION WITH STOOP, MAY HAVE STAIRS - SEE ARCHITECTURAL/STRUCTURAL PLANS
 - RETAINING WALL - SEE ARCHITECTURAL/STRUCTURAL PLANS
 - PLAYGROUND - SEE ARCHITECTURAL PLANS
 - FUTURE WELLHEAD AREA BY CITY OF BROOKLYN PARK. SHOWN FOR PLANNING PURPOSES ONLY
 - LIGHT POLE
 - TRASH ENCLOSURE WITH CONCRETE PAD - SEE ARCHITECTURAL/STRUCTURAL PLANS
 - STAIRS - SEE ARCHITECTURAL/STRUCTURAL PLANS
 - CANOPY - SEE ARCHITECTURAL/STRUCTURAL PLANS
 - COLUMN - SEE ARCHITECTURAL/STRUCTURAL PLANS

WARNING:
THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL EXISTING UTILITIES. THEY SHALL COOPERATE WITH ALL UTILITY COMPANIES IN MAINTAINING THEIR SERVICE AND/OR RELOCATION OF LINES.

THE CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL AT 651-454-0002 AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATIONS OF ALL UNDERGROUND WIRES, CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED STRUCTURES BEFORE DIGGING. THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.

CALL BEFORE YOU DIG
GOPHER STATE ONE CALL
TWIN CITY AREA- 651-454-0002
TOLL FREE 1-800-252-1166

733 MARQUETTE AVE
SUITE 1000
MINNEAPOLIS, MN 55402
WWW.STANTEC.COM

CLIENT:

6900 85TH AVE N
BROOKLYN PARK, MN 55445

TESSMAN RIDGE APARTMENTS

PROJECT TITLE

ISSUE NO.	DESCRIPTION	DATE
1	CITY SUBMITTAL	08/29/2022
2	CITY RESUBMITTAL	10/19/2022
3	PRICING SET	03/09/2023
4	MAILED SUBMITTAL	03/29/2023
5	95% CONSTRUCTION DOCUMENTS	03/17/2023
6	PERMIT SUBMITTAL	03/24/2023
7	REVISION A	04/26/2023
8	REVISION B	05/22/2023

CERTIFICATION:

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Joel Aasen

LICENSE NO.: 592996
DATE: 05/22/2023

PROJECT NO.: 227705017

DWN BY: HKK CHKD BY: JRA APPD BY: JRA
ISSUE DATE: 05/22/2023

ISSUE NO.: 8

SHEET TITLE: SITE PLAN

SHEET NO.: C-103



TESSMAN RIDGE

BROOKLYN PARK
MINNESOTA



COLE GR
ARCHITECTURE

216 Park Avenue S., Suite 102 • St. Cloud
Phone: (320) 654-6570 Fax: (320) 230-6570



Ruffy
Development
Company, Inc.

City of Brooklyn Park Request for EDA Action

Agenda Item:	4.1	Meeting Date:	April 15, 2024
Agenda Section:	Consent	Prepared By:	Seng Moua, EDA Secretary
Resolution:	N/A	Presented By:	Kim Berggren, Executive Director
Attachments:	1		
Item:	Consider Approving the March 18, 2024, EDA Meeting Minutes		

Executive Director's Proposed Action:

MOTION _____, SECOND _____, TO APPROVE THE MARCH 18, 2024, EDA MEETING MINUTES.

Overview: N/A

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments:

4.1A MARCH 18, 2024, DRAFT REGULAR MEETING MINUTES



Monday, March 18, 2024
6:00 p.m.

Economic Development Authority
City Hall (Council Chambers)
5200 85th Ave N, Brooklyn Park, MN 55443

REGULAR EDA MEETING MINUTES – #3

President Hollies Winston, Vice President Nichole Klonowski, Treasurer Christian Eriksen, Commissioners Boyd Morson, Xp Lee, Maria Tran, and Tony McGarvey
Executive Director Kim Berggren, Assistant Executive Director Jay Stroebel, and Secretary Seng Moua.

I. ORGANIZATIONAL BUSINESS

1A. CALL TO ORDER/ROLL CALL at 6:04 PM

PRESENT: Eriksen, Klonowski, Lee, McGarvey, and Winston

ABSENT: Morson and Tran

1B. APPROVAL OF AGENDA

MOTION: Klonowski **SECOND:** McGarvey

AYES: Eriksen, Klonowski, Lee, McGarvey, and Winston

NAYS: None

ABSTENTION: None

MOTION PASSED UNANIMOUSLY.

II. WORK SESSION

2. WORK SESSION ITEM:

2.1 Discuss Next Steps for the Development Project at 4201 95th Ave North (Former Park & Ride Site)

A. LOCATION MAP

B. NEOO FEASIBILITY REPORT AND RECOMMENDATION

C. PARK & RIDE SITE DIAGRAMS

Staff presented updated information on the status of the proposed development project on the EDA-owned site and the Commissioners discussed the proposed project. The development team was also available for questions.

WORK SESSION ADJOURNED AT 6:54 PM

REGULAR EDA MEETING CALLED TO ORDER AT 7:04 PM

III. PUBLIC INVOLVEMENT

3. PUBLIC COMMENT AND RESPONSE

3A. RESPONSE TO PRIOR PUBLIC COMMENT

3B. PUBLIC COMMENT

RESIDENT RICH XIONG MADE A PUBLIC COMMENT CONCERNING 2.1 THE PARK AND RIDE REDEVELOPMENT SITE.

RESIDENT COLLETTE GUYOTT-HEMPEL MADE A PUBLIC COMMENT CONCERNING APARTMENT ORDINANCE.

LORI HIGGINS FROM METRO NORTH CHAMBER MADE A PUBLIC COMMENT INVITING THE COMMISSIONERS TO THURSDAY BROOKLYN PARK BUSINESS EVENT.

3C. PUBLIC PRESENTATIONS - None

3D. PUBLIC ANNOUNCEMENTS - None

IV. STATUTORY BUSINESS AND/OR POLICY IMPLEMENTATION

4. CONSENT

APPROVAL OF CONSENT AGENDA

MOTION: Klonowski **SECOND:** Lee

AYES: Eriksen, Klonowski, Lee, McGarvey, and Winston

NAYS: None

ABSTENTION: None

MOTION PASSED UNANIMOUSLY.

- 4.1 Consider Approving the 2024 EDA Meeting Minutes
 - A. FEBRUARY 20, 2024 DRAFT REGULAR MEETING MINUTES
- 4.2 Consider Approving a Professional Agreement with PSI Tech Support for the Management of IT Services for the Brooklyn Park Small Business Center
 - A. RESOLUTION
 - B. CONTRACT

5. PUBLIC HEARINGS - None

6. GENERAL ACTION ITEMS

- 6.1 Consider Approving Funding Distribution and Program Guideline Changes to the Home Improvement Loan Programs Administered by the Center for Energy and Environment

The report provided an update to the Economic Development Authority (EDA) Board of Commissioners on the status of the Home Improvement Loan Programs that are currently administered. Staff has conferred with the partner organizations that assist with program administration and recommended a few adjustments to the down payment assistance and closing costs programs.

MOTION LEE, SECOND MCGARVEY, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-08, APPROVING FUNDING DISTRIBUTION AND PROGRAM GUIDELINE CHANGES TO THE HOME IMPROVEMENT LOAN PROGRAMS ADMINISTERED BY THE CENTER FOR ENERGY AND ENVIRONMENT.

AYES: McGarvey, Eriksen, Klonowski, Lee, and Winston

NAYS: None

ABSTENTION: None

MOTION PASSED UNANIMOUSLY.

IV. DISCUSSION – These items will be discussion items, but the EDA may act upon them during the meeting.

7. DISCUSSION ITEMS

- 7.1 Status Updates – Staff presented verbal updates based on the information provided in the staff report and answered questions.
- 7.2 Housing Updates – Staff presented verbal updates based on the information provided in the staff report
- 7.3 Verbal Commissioner Reports and Announcements – Board Members provided verbal updates

V. ADJOURNMENT

Meeting adjourned at: 7:39 PM

City of Brooklyn Park Request for EDA Action

Agenda Item:	4.2	Meeting Date:	April 15, 2024
Agenda Section:	Consent	Prepared By:	Catrice O'Neal, Workforce Development Program Director Felicia Jappah, Project Coordinator, Pandemic Response
Resolution:	X	Presented By:	Kim Berggren, Executive Director
Attachments:	2		
Item:	Consider Amending the 2024 EDA Budget to Allow a Transfer of Funds from the 2024 Workforce Development Budget to the City of Brooklyn Park for the Tuition Free College Outreach Program		

Executive Director's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-_____, AMENDING THE 2024 EDA BUDGET TO ALLOW A TRANSFER OF FUNDS FROM THE 2024 WORKFORCE DEVELOPMENT BUDGET TO THE CITY OF BROOKLYN PARK FOR THE TUITION FREE COLLEGE OUTREACH PROGRAM.

Overview:

In February 2024, the city approved the Tuition Free College Outreach Program led by BrookLynk and the Brooklyn Bridge Alliance for Youth (BBAY) with funding from Brooklyn Center American Rescue Plan Act (ARPA) and Brooklyn Park ARPA. This action is to request approval from the Economic Development Authority (EDA) to transfer Brooklyn Center ARPA funds from the Workforce Development budget to the Brooklyn Park ARPA budget for the Tuition Free College Outreach Program. This budget amendment allows funds already in the budget to be transferred from one fund to another – no new funds are requested.

Background:

In 2021 the Brooklyn Park Economic Development Authority (EDA) entered into a Joint Powers Agreement (JPA) with the City of Brooklyn Center using Brooklyn Center American Rescue Plan Act (ARPA) funds to cooperatively implement joint workforce development programs. This budget amendment is necessary to fund the Tuition Free College Outreach Program approved by the City of Brooklyn Park City Council using career pathways ARPA funds from both cities. This transfer will allow the Tuition Free College Outreach Program to be funded using existing Workforce Development career pathways ARPA funds from the City of Brooklyn Park and the City of Brooklyn Center.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues:

The Brooklyn Center ARPA funding was adopted by the EDA in the 2024 Workforce Development budget. The transfer of Brooklyn Center ARPA funds to the Brooklyn Park ARPA fund will reduce revenue in the workforce development budget by \$30,000.

Attachments:

4.2A RESOLUTION

4.2B BUDGET FINANCIAL ANALYSIS

RESOLUTION #2024-_____

RESOLUTION TO AMEND THE 2024 ECONOMIC DEVELOPMENT AUTHORITY BUDGET TO ALLOW A TRANSFER FROM THE 2024 WORKFORCE DEVELOPMENT BUDGET TO THE CITY OF BROOKLYN PARK FOR THE TUITION FREE COLLEGE OUTREACH PROGRAM

WHEREAS, the City of Brooklyn Center and the Brooklyn Park Economic Development Authority (EDA) entered into a Joint Powers Agreement (JPA); and

WHEREAS, the purpose of the Joint Power Agreement (JPA) is to work cooperatively to implement a joint workforce development programs using American Rescue Plan Act (ARPA) funds for the residents of Brooklyn Center; and

WHEREAS, the City of Brooklyn Park approved \$100,000 in ARPA funding from the two cities for the delivery of the Tuition Free College Outreach program led by BrookLynk and the Brooklyn Bridge Alliance for youth; and

WHEREAS, staff is requesting to amend the 2024 Workforce Development budget to transfer \$30,000 of the Brooklyn Center ARPA funds to the Brooklyn Park ARPA project fund for this program; and

WHEREAS, staff will also request that the City of Brooklyn Park amend the 2024 APRA program budget to accept the Brooklyn Center ARPA funds of \$30,000 for the Tuition Free College Program;

NOW, THEREFORE, BE IT RESOLVED the EDA budget is amended to reduce the revenue in the 2024 Workforce Development budget by (\$30,000) as follows:

Changes to the GENERAL LEDGER Budget					
Financing Changes					
Fund	Revenue Classification	Description	Current Budget	Changes	Amended Budget
206	Transfers In	Transfer from approved BC ARPA JPA	\$ -	\$ 30,000.00	\$ 30,000.00
					\$ -
		Total	\$ -	\$ 30,000.00	\$ 30,000.00
Spending Changes					
Fund	Expense Classification	Description	Current Budget	Changes	Amended Budget
292	Transfers Out	Transfer to BP ARPA for ARPA Workforce program	\$ 10,300.00	\$ 30,000.00	\$ 40,300.00
292	Contractual Services	Reduce BC ARPA JPA expense	\$ 141,450.00	\$ (30,000.00)	\$ 111,450.00
206	Contractual Services	ARPA Workforce Development Tuition Free Program	\$ 99,000.00	\$ 30,000.00	\$ 129,000.00
					\$ -
					\$ -
		Total	\$ 250,750.00	\$ 30,000.00	\$ 280,750.00

City of Brooklyn Park Request for EDA Action

Agenda Item:	4.3	Meeting Date:	April 15, 2024
Agenda Section:	Consent	Prepared By:	Sarah Abe, Development Project Coordinator
Resolution:	X	Presented By:	Sarah Abe, Development Project Coordinator
Attachments:	2		
Item:	Consider Accepting a Grant from Hennepin County and Authorizing the Executive Director to Enter into an Agreement Approving a Deed Restriction and Amending the 2024 Economic Development Authority Grant Fund		

Executive Director's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-_____, ACCEPTING A GRANT FROM HENNEPIN COUNTY AND AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO AN AGREEMENT APPROVING A DEED RESTRICTION AND AMENDING THE 2024 ECONOMIC DEVELOPMENT AUTHORITY GRANT FUND.

Overview:

In 2022, Hennepin County offered a Community Investment Initiative Program funded by American Rescue Plan Act (ARPA) dollars to support redevelopment projects to create business incubators, long-term affordable commercial space, or nonprofits providing economic recovery services to disproportionately impacted communities. The EDA was awarded a \$500,000 grant in August 2022 for construction of the Brooklyn Park Small Business Center and has since been working with County staff to negotiate various terms of the agreement, which is now ready for signature. Expenses available for reimbursement will be retroactive to the date of award, which is August 16, 2022, through the end of the grant period on December 31, 2024. As part of this award the County also requires a deed restriction on the property.

This EDA action is required to accept the grant funds and authorize spending.

Primary Issues/Alternatives to Consider:

- **What are the terms of the deed restriction?**

Hennepin County requires a deed restriction for this grant program. The conditions, which are also stated in the grant agreement, include:

- At least 26,000 square feet of the property will maintain its primary use as a business incubator.
- The declaration will automatically terminate after 10 years and can then be removed from County real estate records upon request.
- At least fifty percent (50%) of the project will be occupied by Qualifying Members, meaning businesses that are independently owned, have fewer than 50 employees, and are owned by an individual(s) that resides in the 7-County Minneapolis-St. Paul metropolitan region. The EDA may need to provide documentation of this upon request.
- Annual increases to the current membership rates are subject to review and approval by the County upon request.
- The EDA agrees to provide business technical assistance to members.
- The deed restriction still applies if the property transfers.

Budget/Fiscal Issues:

The \$500,000 will be dedicated entirely to the construction of the small business center. Administrative costs associated with grant management are paid by the EDA and City of Brooklyn Park through staff time from Economic Development and Finance.

The 2024 EDA grant fund will be amended as follows:

Changes to the GENERAL LEDGER Budget					
Financing Changes					
<u>Fund</u>	<u>Revenue Classification</u>	<u>Description</u>	<u>Current Budget</u>	<u>Changes</u>	<u>Amended Budget</u>
TIF Increment District #3	Transfers In	Transfer from EDA Grant Fund	\$ -	\$ 500,000.00	\$ 500,000.00
EDA Grant Fund	Federal Grants	Federal ARPA	\$ -	\$ 500,000.00	\$ 500,000.00
		Total	\$ -	\$ 1,000,000.00	\$ 1,000,000.00
Spending Changes					
<u>Fund</u>	<u>Expense Classification</u>	<u>Description</u>	<u>Current Budget</u>	<u>Changes</u>	<u>Amended Budget</u>
EDA Grant Fund	Transfers Outs	Transfer to TIF Increment District #3	\$ -	\$ 500,000.00	\$ 500,000.00
		Total	\$ -	\$ 500,000.00	\$ 500,000.00

Recommendation:

The Executive Director of the EDA recommends approval.

Attachments:

- 4.3A RESOLUTION
- 4.3B DEED RESTRICTION

THE BROOKLYN PARK ECONOMIC DEVELOPMENT AUTHORITY
OF THE CITY OF BROOKLYN PARK

RESOLUTION #2024-_____

RESOLUTION ACCEPTING A GRANT FROM HENNEPIN COUNTY AND AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO AN AGREEMENT APPROVING A DEED RESTRICTION AND AMENDING THE 2024 ECONOMIC DEVELOPMENT AUTHORITY GRANT FUND

WHEREAS, in 2022, the Brooklyn Park Economic Development Authority (EDA) applied to Hennepin County’s Community Investment Initiative Program; and

WHEREAS, the program is intended to support redevelopment projects to create business incubators, long-term affordable commercial space, or nonprofits providing economic recovery services to disproportionately impacted communities; and

WHEREAS, EDA staff submitted an application for \$500,000; and

WHEREAS, the EDA was notified that the application was successful and EDA was awarded the grant as of August 16, 2022; and

WHEREAS, accepting a deed restriction restating the terms of the grant agreement is a required component of receiving these grant funds through Hennepin County; and

WHEREAS, the 2024 EDA Grant fund budget must be amended for these grant funds as follows:

Changes to the GENERAL LEDGER Budget					
Financing Changes					
Fund	Revenue Classification	Description	Current Budget	Changes	Amended Budget
TIF Increment District #3	Transfers In	Transfer from EDA Grant Fund	\$ -	\$ 500,000.00	\$ 500,000.00
EDA Grant Fund	Federal Grants	Federal ARPA	\$ -	\$ 500,000.00	\$ 500,000.00
		Total	\$ -	\$ 1,000,000.00	\$ 1,000,000.00
Spending Changes					
Fund	Expense Classification	Description	Current Budget	Changes	Amended Budget
EDA Grant Fund	Transfers Outs	Transfer to TIF Increment District #3	\$ -	\$ 500,000.00	\$ 500,000.00
		Total	\$ -	\$ 500,000.00	\$ 500,000.00

NOW, THEREFORE, BE IT RESOLVED by the EDA to accept the grant of \$500,000 from Hennepin County and authorize the Executive Director to enter into an Agreement and amend the 2024 EDA Grant Fund budget.

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION is made on this ___ day of _____, 2024, by Brooklyn Park Economic Development Authority, a municipal corporation organized and existing under the laws of the State of Minnesota (“DECLARANT”) in favor of the County of Hennepin, a public body corporate and politic (“COUNTY”).

WITNESSETH:

WHEREAS, DECLARANT is the owner of certain real properties situated at 7970 Brooklyn Boulevard in the City of Brooklyn Park, County of Hennepin, State of Minnesota, legally described in **Exhibit A** attached hereto and incorporated herein by reference (the “Real Property”); (which real property and all improvements thereon and rights attaching thereto is hereinafter referred to as the “Property”); and

WHEREAS, DECLARANT intends to rehabilitate over 26,000 square feet of vacant commercial spaces on the Property into a business incubator with affordable and flexible workspaces designed to serve approximately sixty (60) small businesses (“the Project”); and

WHEREAS, DECLARANT as the recipient of a grant from the COUNTY documented by an agreement of even date (“the Grant Agreement”) is required to provide this Declaration for the benefit of the COUNTY; and

WHEREAS, DECLARANT, pursuant to the terms and conditions of the Grant Agreement, hereby agrees to impose certain covenants and restrictions upon the Property to ensure that at least 26,000 square feet on the Property will maintain its primary use as a business incubator that satisfies the conditions stated in the Grant Agreement.

NOW THEREFORE, the DECLARANT does hereby accept the following covenants and restrictions upon the Property, which shall run with the land and shall be binding upon the DECLARANT, its successors, and its assignees, and shall insure solely to the benefit of the COUNTY.

AND upon completion of the Project, for itself and for its successors and assignees, the DECLARANT shall take all necessary actions to comply with the provisions and requirements listed herein:

1. Term of Restrictions

The covenants and restrictions of this Declaration shall be valid and operative on the Property as legally described in Exhibit A for the “Term Period,” beginning upon DECLARANT’s receipt of a certificate of occupancy and expiring ten (10) years thereafter.

- a. Termination of Declaration. This Declaration shall automatically terminate after the expiration of the Term Period.
- b. Removal from Real Estate Records. Upon termination of this Declaration, the COUNTY shall, if requested by the DECLARANT or its successors or assignees, file a Release of Declaration of Covenants and Restrictions to remove this Declaration from the real estate records of Hennepin County, Minnesota.

2. Project Restrictions

The DECLARANT represents, warrants, and covenants that:

- a. Qualifying Members. From the commencement of the Term Period, at least fifty percent (50%) of the “Project” shall be occupied or held vacant and available for occupancy by Qualifying Members. Qualifying Members shall mean those businesses that are independently owned (non-formula/non-franchise) businesses with fewer than 50 W-2 earning employees at time of initial occupancy and are owned by an individual(s) that resides in the 7-County Minneapolis-St. Paul metropolitan region at time of occupancy. Qualifying Members must be wholly separate entities from, and not affiliates of, any person or entity that has an ownership stake in the Property. The determination of Qualifying Members shall be made at the time the membership commences and on an ongoing basis thereafter, determined at least annually.
 - i. The DECLARANT, or its approved assignee, agrees to provide Qualifying Members a membership rate for each of the available spaces that is no more than the membership rate established in Table 1 of the Grant Agreement in Year 1 (2023). The DECLARANT or its approved assignee may annually increase the membership rates in Year 2 through Year 10, subject to review and approval by the COUNTY upon the COUNTY’s request.
 - ii. The DECLARANT, or its approved assignee, agrees to provide business technical assistance to Qualifying Members, which may include but is not limited to Elevate HennepinSM services such as business plan development, marketing support, and financial planning.

- iii. As part of the membership rate, the DECLARANT agrees to provide Qualified Members shared amenities and services in common areas in the Project, which may include but are not limited to mail handling, reception services, furnished space, fully equipped training rooms, fully equipped conference rooms, dedicated desks and/or coworking spaces, dedicated internet, copy machines, printers, and notarization services.
 - b. Certification of Member Eligibility. DECLARANT shall verify that members defined as Qualifying Members meet Qualifying Member criteria, as defined in Section 2a. DECLARANT shall be required to provide additional information, documents, or certifications as deemed reasonably necessary by COUNTY and upon request by the COUNTY in order to verify Qualifying Member criteria are met.
 - c. Transfer of Property during Term Period. If DECLARANT transfers the Property to a different entity before the end of the Term Period, then the new entity will assume the obligation to maintain 26,000 square feet of the Property as commercial space, of which at least fifty percent (50%) shall be occupied or held vacant and available for occupancy by Qualifying Members, for the duration of the Term Period.
 - d. Annual Statement. The DECLARANT covenants and agrees that during the Term Period, it will prepare and submit to the COUNTY on or before February 1 of each year of the Term Period, an annual report executed by the DECLARANT, verifying the status of the Project, members, member rates, sample membership agreements, and other information as requested by the COUNTY.
 - e. Notice of Non-Compliance. The DECLARANT will immediately notify the COUNTY if at any time during the Term Period the units in the Project are not occupied or available for occupancy as required by the terms of this Declaration.
3. The covenants and restrictions of this Declaration shall be valid and operative during the Term Period.
4. This Declaration shall terminate in accordance with the term set forth above, or upon the recording of a termination agreement executed by the COUNTY, whichever occurs first.
5. In the event that DECLARANT (or any entity succeeding to the interest of DECLARANT hereunder) shall default in its performance or observance of any covenant, agreement or restriction set forth herein and such default shall remain uncured for a period of ninety (90) days after notice thereof shall have been given by COUNTY to DECLARANT (or successor), then in such case, pursuant to the terms of this Declaration, (i) COUNTY may institute and prosecute any proceeding at law or in equity to abate, prevent or enjoin any such violation, (ii) COUNTY may require DECLARANT (or successor) to demonstrate to the satisfaction of COUNTY that any default has been corrected and COUNTY may take any action reasonably necessary to investigate and substantiate the existence or correction of the default, or (iii) COUNTY may seek specific performance of the covenants and restrictions contained herein. DECLARANT (or successor) hereby agrees to pay, indemnify, and hold COUNTY harmless from any and all costs and expenses (including

reasonable attorney's fees) actually incurred in any such action for specific performance hereof following a default hereunder if COUNTY should prevail.

6. This Declaration may only be amended in writing signed by the DECLARANT, or their successor in interest, and the COUNTY.
7. Terms and words not defined herein shall, to the extent the same are defined in the Grant Agreement, have the same meaning and application ascribed thereto in the Grant Agreement.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

DRAFT

IN WITNESS WHEREOF, DECLARANT has caused this Declaration to be executed and acknowledged this ___ day of _____, 2024.

BROOKLYN PARK ECONOMIC DEVELOPMENT AUTHORITY, a Minnesota municipal corporation

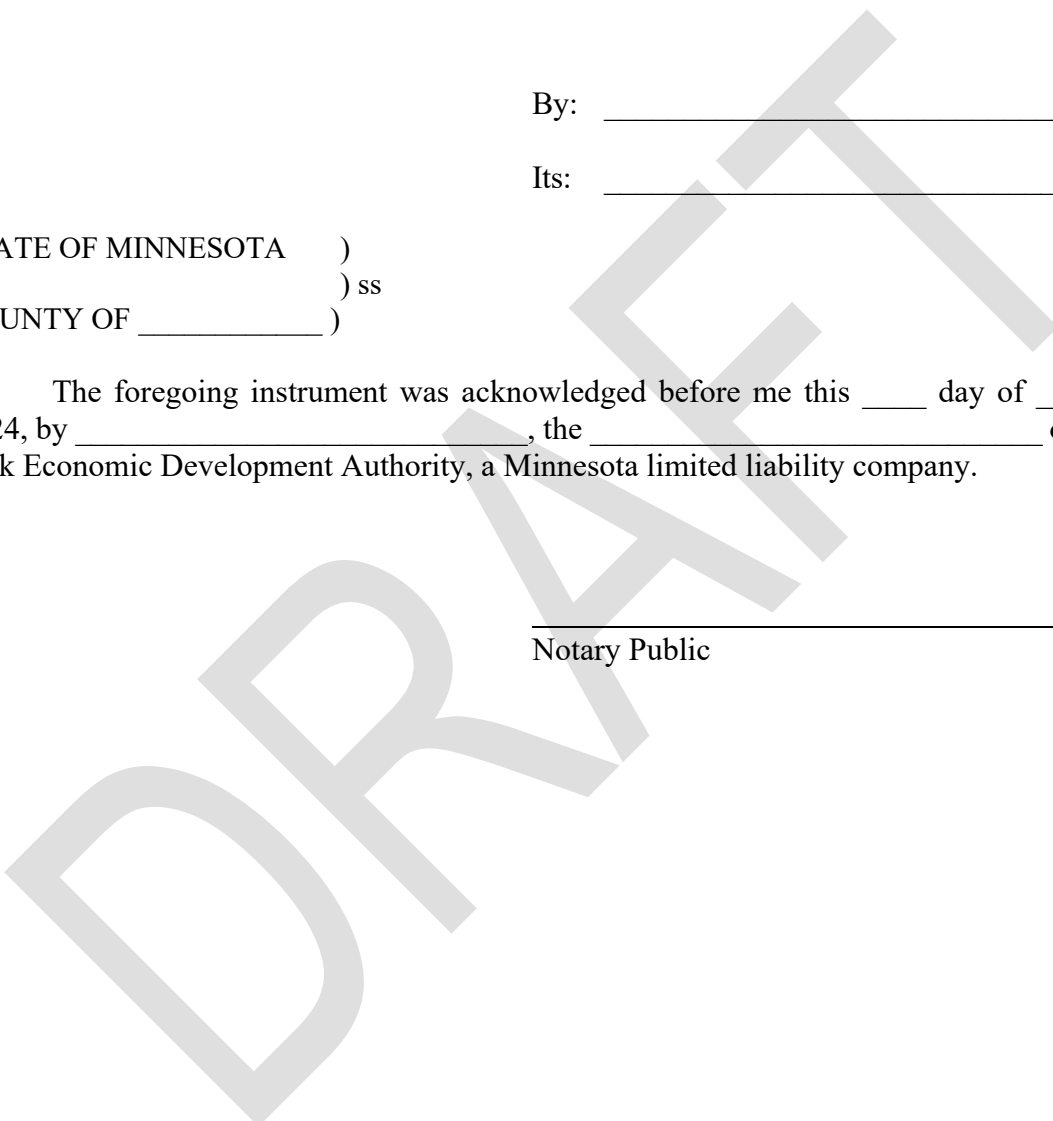
By: _____

Its: _____

STATE OF MINNESOTA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2024, by _____, the _____ of Brooklyn Park Economic Development Authority, a Minnesota limited liability company.

Notary Public



**EXHIBIT A
LEGAL DESCRIPTION**

That certain real property located in the County of Hennepin, State of Minnesota, and legally described as follows:

DECLARANT TO INSERT LEGAL DESCRIPTION

DRAFT

City of Brooklyn Park Request for EDA Action

Agenda Item No:	4.4	Meeting Date:	April 15, 2024
Agenda Section:	Consent	Prepared By:	John Kinara, Housing and Redevelopment Coordinator
Resolution:	X	Presented By:	John Kinara, Housing and Redevelopment Coordinator
No. of Attachments:	2		
Item:	Consider Approving the Renewal of the Contract for the Home Energy Squad Program in the City of Brooklyn Park and Directing Staff to Enter into Related Contractual Agreements with the Center for Energy and Environment		

Executive Director's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-_____, APPROVING THE RENEWAL OF THE CONTRACT FOR THE HOME ENERGY SQUAD PROGRAM IN THE CITY OF BROOKLYN PARK AND DIRECTING STAFF TO ENTER INTO RELATED CONTRACTUAL AGREEMENTS WITH THE CENTER FOR ENERGY AND ENVIRONMENT.

Overview:

The purpose of this report is to request the Brooklyn Park Economic Development Authority (EDA) Commissioners to consider approving the renewal of the contract between the (EDA) and the Center for Energy and Environment (CEE) in administering the Home Energy Squad Enhanced Program. The Home Energy Squad Enhanced program is administered by the Center for Energy and Environment (CEE) in partnership with Center Point Energy and Xcel Energy. The purpose of the program is to promote and sustain energy conservation solutions in residential homes in Brooklyn Park. Several cities in the Metro area region are participants in this program. The Community Development staff recognizes that this program benefits residents of Brooklyn Park and including immigrant residents and other low to moderate income households. Program participants pay a fee for CEE to conduct an energy audit which includes immediate improvements such as new high energy efficiency lightbulb replacements.

Since the program was introduced on March 1, 2016, CEE has spent over \$40,000 and conducted about 4,000 Home Energy Squad visits to help residents identify and implement energy savings solutions in their homes. The energy saving costs has generated more disposable income for homeowners to invest in other areas of their homes. CEE offers two types of visits in the program, an Install visit, and an Enhanced visit. The Install visit includes the direct install of energy-saving materials where possible, including high-efficiency showerheads, faucet aerators, door weather-stripping, a water heater blanket, programmable thermostats, and compact florescent light bulbs. An Enhanced visit includes the direct installation of the energy saving materials and, additionally, a blower door test to check for possible air leaks, visual inspection of insulation levels, heating system and hot water heater combustion safety tests and a report to the resident on recommended energy upgrades (if resident is a renter, permission from the landlord is required for doing these additional diagnostic services).

What's the EDA's Role in the Program?

The EDA's role is to provide financial assistance in developing and implementing this program. EDA Staff works with CEE to market the program by issuing press releases, featuring program articles in city newsletters, water bill inserts, city website, city email lists, and assistance in coordinating with the neighborhoods.

What's CEE's Role in the Program?

CEE leads a community-based marketing campaign to promote the program. CEE conducts Home Energy Squad Install visits and provides energy efficient installs. CEE also conducts Enhanced visits to offer energy efficient installs, diagnostic tests, and follow-up services as needed. CEE markets the program through networking, event presentations, and marketing research as well as provides quarterly reports to the EDA staff.

Primary Issues/Alternatives to Consider:

Maintaining and sustaining the existence of this program will continue to provide resources to Brooklyn Park homeowners to make energy efficient improvements to their homes. These energy improvements will reduce utility costs and other homeownership maintenance costs. This contract renewal does not change the structure and purpose of the program.

What programs could be funded and at what level could funding occur?

Staff recommends a matching-fund for the Home Energy Squad Enhanced Program from EDA general funds. Brooklyn Park has about 29,000 eligible households. An allocation of \$25,000 towards this program has been included in the FY2024 EDA budget and matching would occur as shown in table 1 below:

Table 1. Program Cost Breakdown

Program	EDA Co - Pay	Brooklyn Park Resident Co - Pay
Home Energy Squad Enhanced Visit	\$50	\$50
Home Energy Squad Install Visit	\$35	\$35

Budgetary/Fiscal Issues:

An allocation of \$25,000 towards this program has been included in the FY2024 EDA budget.

Attachments:

- 4.4A Resolution
- 4.4B Home Energy Squad Program Partnership Agreement

CITY OF BROOKLYN PARK ECONOMIC DEVELOPMENT AUTHORITY

RESOLUTION 2024-_____

APPROVING THE RENEWAL OF THE CONTRACT FOR THE HOME ENERGY SQUAD PROGRAM IN THE CITY OF BROOKLYN PARK AND DIRECTING STAFF TO ENTER INTO RELATED CONTRACTUAL AGREEMENTS WITH THE CENTER FOR ENERGY AND ENVIRONMENT

WHEREAS, the Brooklyn Park Economic Development Authority (“EDA”) was created pursuant to the Economic Development Authorities Act, Minnesota Statutes, Sections 469.090 to 469.1080 (the “EDA Act”), and is authorized to transact business and exercise its powers by a resolution of the City Council of the City of Brooklyn Park, Minnesota (the “City”) adopted on October 24, 1988 (the “Enabling Resolution”);

WHEREAS, the Enabling Resolution was amended by Resolution No. 1995-72 dated March 20, 1995, whereby the EDA was granted all of the powers, rights, duties, and obligations set forth in Minnesota Statutes Sections 469.001 to 469.047 (the “HRA Act”);

WHEREAS, an objective of the Brooklyn Park Economic Development Authority (EDA “Authority”) is to protect and enhance Brooklyn Park’s economic vitality and livability; and

WHEREAS, the Authority approved the Home Energy Squad cost-share program in 2016 and has been financially supporting it for the past 5 years through budget allocations; and

WHEREAS, the appropriate funding source for this expenditure is the EDA General Fund and the 2024 Economic Development Authority General Fund contractual services budget includes \$25,000 for the Home Energy Squad Program.

NOW, THEREFORE, BE IT RESOLVED by the Brooklyn Park Economic Development Authority Board of Commissioners that;

1. The EDA hereby approves the revised contract with CEE to market and implement the Home Energy Squad Program in Brooklyn Park, and finds, determines, and declares that it is in the public interest of the residents of the City that the extension be approved.
2. The EDA hereby approves the contract extension, including without limitation amendments to the Guidelines, all documents or certifications referenced in or attached to the Program Terms or (collectively, the “Program Documents”) and hereby authorizes the Executive Director to execute the Program Documents on behalf of the EDA, and to carry out, on behalf of the EDA, the EDA’s obligations thereunder when all conditions precedent thereto have been satisfied.
4. The authority to approve, execute and deliver future amendments to the Program Documents is hereby delegated to the Executive Director, subject to the following conditions: (a) such amendments or consents do not materially adversely affect the interests of the EDA; (b) such amendments or consents do not contravene or violate any policy of the EDA, the City or applicable provision of law, and (c) such amendments or consents are acceptable in form and substance to the counsel retained by the EDA to review such amendments. The authorization

hereby given shall be further construed as authorization for the execution and delivery of such certificates and related items as may be required to demonstrate compliance with the agreements being amended and the terms of this Resolution. The execution of any instrument by the Executive Director shall be conclusive evidence of the approval of such instruments in accordance with the terms hereof. In the absence of the Executive Director any instrument authorized by this paragraph to be executed and delivered may be executed by the officer of the EDA authorized to act in his or her place instead.

**AGREEMENT to Perform
Home Energy Squad Visits
In the City of Brooklyn Park**

This Agreement is made by and between the City of Brooklyn Park Economic Development Authority (“EDA”) with offices at 5200 85th Avenue North, Brooklyn Park, MN 55443 and the Center for Energy and Environment (“CEE”), with offices at 212 3rd Avenue North, Suite 560, Minneapolis, Minnesota 55401.

The following agreement is for the Center for Energy and Environment (CEE) to deliver Home Energy Squad visits to residents of the City of Brooklyn Center.

PROGRAM SCOPE

The purpose of the Home Energy Squad visits are to promote energy conservation in residential properties. Energy Saver visits offer energy efficient installs, and Energy Planner visits offer installs, diagnostic tests, and follow-up services. CEE will perform Home Energy Squad Energy Saver and Energy Planner visits for residents per the fee schedule listed below.

Type of Home Energy Squad Visit	EDA payment	Resident co-pay
Energy Saver visit	\$35	\$35
Energy Planner visit	\$50	\$50

ELIGIBLE PROPERTIES

Properties must be residential (from 1-4 units) and located within the geographical boundaries of the City of Brooklyn Park. Individual owners of condominiums or town homes are eligible for funding.

CEE TASKS

1. **Conduct Home Energy Squad Energy Saver Visits.** CEE will conduct Home Energy Squad Energy Saver visits to help homeowners identify and implement energy savings opportunities in their homes. The visit will include an insulation inspection, safety check on heating system and water, and the direct install of energy-saving materials where possible, including high-efficiency showerheads, faucet aerators, door weather stripping, programmable or smart thermostats and LED light bulbs.
2. **Conduct Home Energy Squad Energy Planner Visits.** CEE will conduct Home Energy Squad Energy Planner visits to help homeowners identify and implement energy savings opportunities in their homes. The Energy Planner visit will include the direct install of energy-saving materials where possible, including high-efficiency showerheads, faucet aerators, door weather stripping, programmable or smart thermostats and LED light bulbs. In addition, it will include a blower door test to check for air leaks, visual inspection of insulation levels with use of infrared camera as weather permits, heating system and hot water heater combustion safety tests and a report to the homeowner on recommended energy upgrades (if resident is a renter, permission from the landlord may be required for doing these additional diagnostic services).

The co-pay and exact package of services are subject to change based on programmatic considerations, including CEE’s agreement with utilities and other factors which are outside the bounds of this agreement. CEE will notify the EDA prior to any changes taking effect. CEE will lead a community-based marketing campaign to promote the program. The EDA shall provide assistance in developing and implementing this campaign.

3. **Providing Air Sealing and Insulation quotes.** If air sealing and/or insulation are recommended at a Home Energy Squad Energy Planner visit, CEE may provide a quote to the resident that would be honored by participating insulation contractors. CEE is an independent third party to any transaction between the resident and the insulation contractor. CEE does not receive any compensation from insulation contractors, nor does CEE, CenterPoint Energy or Xcel Energy accept any liability for any work performed

by these contractors. Any agreement for work done by the contractors is solely between the contractor and the resident.

- 4. **Follow-up services and insulation contractor assistance.** If major upgrades (air sealing, insulation and furnace or boiler replacement) are recommended at the visit, CEE will follow-up with homeowners through email or by phone to encourage implementation. When a quote is provided CEE has the ability to schedule insulation work directly with a qualified contractor making it easier for homeowner to move forward with recommendations. CEE will also provide contact information to program participants who have follow-up questions after the home visit.

EDA TASKS

- 1. **Assist and coordinate with CEE on marketing activities.** This includes working with CEE on press releases, articles in City of Brooklyn Park newsletters, water bill inserts, promoting program on City of Brooklyn Park website, City of Brooklyn Park email lists, assistance in coordinating with neighborhood and other City of Brooklyn Park leaders, assistance in reserving workshop and event space as needed.

PAYMENT

CEE shall submit regular invoices to the EDA for activity performed under this agreement. Invoices will be emailed to John Kinara.

The City of Brooklyn Park will reimburse CEE \$35 for every Home Energy Squad Energy Saver visit and \$50 for every Home Energy Squad Energy Planner visit completed, not to exceed \$25,000 without further authorization from the EDA.

CONTACTS

The following individuals shall be contacts for this program:

EDA CONTACT PERSON

John Kinara, Brooklyn Park Economic Development Authority
Housing and Development Coordinator
John.kinara@brooklynpark.org or 763-493-8054

CEE CONTACT PERSON

Stacy Boots Camp, Center for Energy and Environment
Outreach Manager
sbootscamp@mncee.org or 612-244-2429

TERM

The project shall run from April 1, 2024 through December 31, 2026 and may be extended upon mutual agreement by the parties.

In witness thereof, the parties have executed this work order as of the date written below.

CITY OF BROOKLYN PARK

CENTER FOR ENERGY AND ENVIRONMENT

By: _____

By: _____

Date: _____

Date: _____

TAX ID 41-1647799

City of Brooklyn Park Request for EDA Action

Agenda Item:	4.5	Meeting Date:	April 15, 2024
Agenda Section:	Consent	Prepared By:	Breanne Rothstein, Consultant
Resolution:	X	Presented By:	Malcolm Hicks, Business Development Coordinator
Attachments:	2		
Item:	Consider Accepting a Donation from Stearns Bank for General Operating Expenses for Brooklyn Park Small Business Center (Fund 293)		

Executive Director's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-_____, ACCEPTING A DONATION FROM STEARNS BANK FOR GENERAL OPERATING EXPENSES FOR BROOKLYN PARK SMALL BUSINESS CENTER (FUND 293)

Overview:

In March of 2023, Stearns Bank submitted an offer letter for operational support to the Brooklyn Park Small Business Center. Additionally, Stearns Bank is offering a series of financial resource workshops for small businesses, which are being scheduled for late summer/early fall.

This action is required to accept the donation and authorize spending.

Budget/Fiscal Issues:

The \$5,000 will be dedicated entirely to the operational budget of the small business center.

Recommendation:

The Executive Director of the EDA recommends approval.

Attachments:

- 4.5A RESOLUTION
- 4.5B DONATION LETTER FROM STEARNS BANK

THE BROOKLYN PARK ECONOMIC DEVELOPMENT AUTHORITY
OF THE CITY OF BROOKLYN PARK

RESOLUTION #2024-_____

RESOLUTION ACCEPTING A DONATION FROM STEARNS BANK FOR GENERAL
OPERATING EXPENSES FOR BROOKLYN PARK SMALL BUSINESS CENTER (FUND 293)

WHEREAS, the Brooklyn Park Economic Development Authority (EDA) opened the Brooklyn Park Small Business Center in August of 2023; and

WHEREAS, the center has gained the interest and support of several banks and foundations; and

WHEREAS, Stearns Bank is offering a \$5,000.00 donation to support the 2024 operations for the Brooklyn Park Small Business Center;

NOW, THEREFORE, BE IT RESOLVED by the EDA to accept the donation of \$5,000 from Stearns Bank to support operations of the Brooklyn Park Small Business Center.

February 27, 2024

Dear Indred, Alexis, and Breanne,

At Stearns Bank, we are deeply committed to fostering economic growth within the communities we serve and making a meaningful and lasting impact. We recognize the Brooklyn Park Small Business Center as a beacon of hope for small businesses in the community.

In line with our dedication to empowering businesses and individuals with financial literacy, we are pleased to offer a \$5,000 donation towards your general operating expenses.

Furthermore, we are excited about the possibility of sharing our expertise through monthly workshops to begin in April 2024. Here are the proposed topics:

- Building Business Credit: Strategies for establishing and improving business credit scores.
- Understanding Loan Underwriting: Insights into the factors underwriters consider when evaluating loan applications.
- Goal Setting and Achievement: Techniques for setting and measuring progress towards financial goals.
- Types of Financing: A comparative analysis of working with traditional banks versus online financial institutions.
- Stearns Bank's Merchant Services: An overview of our tailored solutions to streamline payment processing.

We believe these workshops will provide valuable knowledge and resources to members of the Brooklyn Park Small Business Center. Please let us know if this proposal aligns with your organization's goals and if you would like to discuss further details.

Thank you for considering our donation offer and workshop proposal. We eagerly anticipate the opportunity to collaborate with you.

Sincerely,
Amanda Minor

City of Brooklyn Park Request for EDA Action

Agenda Item:	4.6	Meeting Date:	April 15, 2024
Agenda Section:	Consent	Prepared By:	John T. Kinara, Housing and Redevelopment Coordinator
Resolution:	X	Presented By:	John T. Kinara, Housing and Redevelopment Coordinator
Attachments:	1		
Item:	Consider Approving a Budget Amendment to the Home Improvement Loan Programs Administered by the Center for Energy and Environment		

Executive Director's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-_____, APPROVING A BUDGET AMENDMENT TO THE HOME IMPROVEMENT LOAN PROGRAMS ADMINISTERED BY THE CENTER FOR ENERGY AND ENVIRONMENT.

Overview:

The purpose of this report is to request the Economic Development Authority (EDA) Board of Commissioners to consider a budget amendment to spend an additional \$500,000 for the Home Improvement Loan Programs that are currently administered. Staff has conferred with the partner organizations that assist with program administration and a budget amendment to allocate additional funding to the revolving loan as well as the senior deferred loan is necessary to keep the programs funded through out the current fiscal year.

Background:

The EDA administers several housing reinvestment programs that provide financial resources to first time homebuyers, single-family and townhome homeowners in the community. Almost \$1M was expended in the fiscal year 2023, and a total of over \$4M since 2019, for all the housing programs administered in partnership with the Center for Energy and Environment (CEE) and Hennepin County respectively.

In the fiscal year 2023, a total of 78 loans were awarded across the five loan categories that are administered by the Center for Energy and Environment (CEE). In addition, 26 loans were awarded by Hennepin County as administrator of the city's Community Development Block Grant (CDBG) program. Based on the data provided by CEE, the down payment assistance and the senior deferred loan programs were the most popular. Additionally, the home rehabilitation deferred loan program administered through Hennepin County awarded 26 loans amounting to \$277,000 in the fiscal year 2023.

Budgetary/Fiscal Issues:

The City of Brooklyn Park Economic Development Authority (EDA) made \$1M available in the 2024 EDA budget for its homeowner programs plus the \$200,000 in CDBG already approved by the City Council. However, due to high demand for deferred maintenance needs as well as high interest rates at the traditional banks, the funds that were allocated to the revolving loan and the senior deferred loan have all been used up. Staff is recommending a budget amendment to increase loan disbursement by an additional \$500,000 from the EDA rehabilitation loan program using the fund balance that will continue to finance the home improvement loan programs throughout the current fiscal year. During the fiscal years of 2022 to 2023, about \$335,000 in interest and principal payments have been paid back into the fund pool.

Recommendation:

The Executive Director of the EDA recommends approval.

Attachments

4.6A RESOLUTION

THE BROOKLYN PARK ECONOMIC DEVELOPMENT AUTHORITY
 OF THE CITY OF BROOKLYN PARK
 RESOLUTION #2024-_____

RESOLUTION APPROVING A BUDGET AMENDMENT TO THE HOME IMPROVEMENT
 LOAN PROGRAMS ADMINISTERED BY THE CENTER FOR ENERGY AND ENVIRONMENT

WHEREAS, the Brooklyn Park Economic Development Authority (“EDA”) was created pursuant to the Economic Development Authorities Act, Minnesota Statutes, Sections 469.090 to 469.1080 (the “EDA Act”), and is authorized to transact business and exercise its powers by a resolution of the City Council of the City of Brooklyn Park, Minnesota (the “City”) adopted on October 24, 1988 (the “Enabling Resolution”); and

WHEREAS, the Enabling Resolution was amended by Resolution No. 1995-72 dated March 20, 1995, whereby the EDA was granted all of the powers, rights, duties, and obligations set forth in Minnesota Statutes Sections 469.001 to 469.047 (the "HRA Act"); and

WHEREAS, two of the statutory purposes of the EDA are to assist in the redevelopment of blighted and underutilized properties and to provide safe, clean, and sanitary dwellings; and

WHEREAS, the Brooklyn Park Economic Development Authority (the “EDA”) has established the Brooklyn Park Owner-Occupied Home Improvement Loan Program (the “Homeowner Program or Program”) and guidelines for the implementation thereof (the “Guidelines”); and,

WHEREAS, the EDA regularly updates the Program Budget to allocate funding;

WHEREAS, the approved 2024 EDA budget included \$1,000,000 for the home improvement loan programs; and

WHEREAS, the EDA has determined that the Program can be made more effective by amending the budget in accordance with the terms and conditions described in the Request for EDA Action provided to the Board and incorporated herein by reference (the “Program Terms”);

NOW, THEREFORE, BE IT RESOLVED by the Brooklyn Park EDA to amend the 2024 budget as stated below and for the Finance Director to manage the budget within these funds as follows:

Changes to the GENERAL LEDGER Budget					
Spending Changes					
Fund	Expense Classification	Description	Current Budget	Changes	Amended Budget
EDA Rehab Loan Fund	Other Charges	Development Loans	\$ 1,000,000.00	\$ 500,000.00	\$ 1,500,000.00
			\$ -	\$ -	\$ -
Total			\$ 1,000,000.00	\$ 500,000.00	\$ 1,500,000.00

City of Brooklyn Park			
Request for EDA Action			
Agenda Item:	6.1	Meeting Date:	April 15, 2024
Agenda Section:	General Action	Prepared By:	Breanne Rothstein, Consultant
Resolution:	NA	Presented By:	Malcolm Hicks, Business Development Coordinator
Attachments:	1		
Item:	Authorize Staff to Pursue Operational Funding Resources for the Small Business Center		

Executive Director’s Proposed Action:

MOTION BY _____, SECOND BY _____, TO AUTHORIZE STAFF TO PURSUE OPERATIONAL FUNDING RESOURCES FOR THE SMALL BUSINESS CENTER.

Overview:

The request to the EDA is to authorize staff to pursue various funding opportunities that are known and unknown at this time. Upon discussions with several interested partners of the Brooklyn Park Small Business Center, it was advised to pursue funding through the philanthropic side of their business rather than the sponsorship/advertising side. If approved, EDA staff and the SBC operator will complete funding requests on an ongoing basis.

Background:

The BPSBC opened in August of 2023. Since then, it has gained regional attention as an important part of the small business ecosystem, therefore several organizations have approached the operator and staff about being a partner in the work. This includes Stearns Bank, Huntington Bank, US Bank, and the Black Chamber of Commerce of Minnesota. After seven months of operations, it has become more evident what resources are needed to operate the center. Financial partnerships provide a way for partners to participate in the innovation and creativity happening at the center and provide a financial resource to allow the center to expand technical assistance and grow membership participation. Several foundations have suggested we submit applications through their community funding programs for the operations of the small business center. This approval would give EDA staff the ability to seek these resources, in the form of grants and/or donations, from various foundations and corporate giving programs.

Primary Issues/Alternatives to Consider:

- **What are the anticipated types of partners the EDA would apply to?**
Indred Alexander, the BPSBC operator, has been approached by Huntington Bank, US Bank, Topline Credit Union, and Stearns Bank. There have been several meetings with Stearns Bank and US Bank with more to follow. Staff anticipates at least six applications to banks, corporations, and philanthropic organizations/foundations in 2024.
- **What types of operational costs would the partners cover?**
The primary cost of operations is staffing the facility, which includes reception staff, marketing and membership staff, technical assistance support and a full-time operations director. It is anticipated that these resources would contribute to the daily operations of the center as well as rounding out the technical assistance offering.
- **What would a typical term of the partnership be required of the EDA or Small Business Center?**

It is anticipated that along with partnership, the EDA may be asked to serve a certain number of businesses, make specific trainings available, or track metrics put in place by funders. The EDA will have the opportunity to accept all donations/grants and review and approve any applicable partnership agreement/grant agreement that obligates the EDA to any ongoing operational requirements.

- **What are the next steps?**

If approved, EDA staff and the SDC operator will complete funding requests/applications to several different organizations. It is anticipated that in 2024, a minimum of six requests would be made, with a minimum of three secured.

It is estimated that after year one, the EDA and operator will gain input and information to hone these partnerships in year two. Given the engagement with prospects, this is a good first step to get options into the community.

If successful, the EDA will need to accept any donation/grant and approve any partnership agreement over \$50,000 or that includes significant operational stipulations.

Budgetary/Fiscal Issues:

Approval of this action would give EDA staff the authority to seek sponsorships and seek foundational and other corporate giving support for the operations of the center, which will improve the revenue side of the small business center operations budget.

Recommendation:

The Executive Director of the EDA recommends approval.

Attachments:

6.1A EXAMPLE OF APPLICATION



[Insert Date]

[Insert Title]

[Organization Name]

[Insert Organization Address]

[Insert Organization Website]

Dear, [Huntington Contact Name]

Please find below the information you requested regarding the clients served by the [Insert Organization Name]. I may be contacted at [Insert Phone Number] should further information be desired.

Organization Mission:

Brief description of the services your organization provides:

Brief description of the population your organization serves:

How does your organization define Low-Moderate Income?

What percentage of your organizations total clients are considered Low to Moderate Income based on your definition described above?

Low Income	%
Moderate Income	%
Middle Income	%
Upper Income	%

How does your organization physically gather this information? (Please include any additional supporting documents used to verify client income information)



If your organization supports or develops small businesses, what percentage of your total clients/businesses had a gross annual revenue of \$1 Million or less?

Number or Percentage of Clients Served	Annual Revenue
	Less than or equal to \$1 Million
	More than \$1 Million

City of Brooklyn Park Request for EDA Action

Agenda Item:	6.2	Meeting Date:	April 15, 2024
Agenda Section:	General Action	Prepared By:	Sarah Abe, Development Project Coordinator
Resolution:	X	Presented By:	Sarah Abe, Development Project Coordinator
Attachments:	3		
Item:	Authorizing the Executive Director to Enter into a Purchase Agreement with Stewart Brothers Partnership in the Amount of \$ _____ for the Purchase of Land Located at 4120 85th Avenue North		

Executive Director's Proposed Action:

MOTION BY _____, SECOND BY _____, TO WAIVE THE READING AND APPROVE RESOLUTION #2024-_____, AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A PURCHASE AGREEMENT WITH STEWART BROTHERS PARTNERSHIP IN THE AMOUNT OF \$ _____ FOR THE PURCHASE OF LAND LOCATED AT 4120 85TH AVENUE NORTH.

Overview:

In August 2023, the owners of the parcel at 4120 85th Avenue North, Stewart Brothers Partnership, reached out to the Brooklyn Park Economic Development Authority (EDA) to gauge EDA interest in purchasing the property. The EDA was interested in pursuing the site for redevelopment, so EDA staff conducted several preliminary site assessments and negotiated a Purchase Agreement for the property which is now under consideration by the EDA.

Primary Issues/Alternatives to Consider:

- **What are the terms of the Purchase Agreement?**
 - Due Diligence Period: 90 days with the option to extend twice by an additional 15 days.
 - Closing Date: Following the due diligence period, the sale will close within 45 days.
 - Closing Costs: The EDA will pay fees charged by insurance or closing agents, to obtain title evidence, for title insurance premiums, and other recording fees to transfer title. Stewart Brothers Partnership will pay for the cost of any documents required to clear title. Both parties will be responsible for their own attorney fees and for one half of all closing fees charged by the title company.
- **What are the next steps?**

The agreement allows a 90-day due-diligence period and an additional 45 days for closing. Should the EDA approve the action tonight, staff will complete any other necessary site assessments and anticipate closing by late summer/early fall 2024.

Budgetary/Fiscal Issues:

Approval of the Purchase Agreement would commit funding from the EDA's TIF 3 account for this project which would be expended at closing.

Recommendation:

The Executive Director of the EDA recommends approval.

Attachments:

6.2A RESOLUTION

6.2B LOCATION MAP

6.2C PURCHASE AGREEMENT

THE BROOKLYN PARK ECONOMIC DEVELOPMENT AUTHORITY
OF THE CITY OF BROOKLYN PARK

RESOLUTION #2024-_____

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A PURCHASE AGREEMENT WITH STEWART BROTHERS PARTNERSHIP IN THE AMOUNT OF \$_____ FOR THE PURCHASE OF LAND LOCATED AT 4120 85TH AVENUE NORTH

WHEREAS, Stewart Brothers Partnership, a Minnesota general partnership, (the "Seller") owns approximately 6.4 acres of land located at 4120 85th Avenue North (the "Site") in the City of Brooklyn Park, Minnesota (the "City") and approached the City in August, 2023 regarding the Brooklyn Park Economic Development Authority's ("EDA's") interest to purchase the Site; and

WHEREAS, the EDA determined that the Site is a strategic acquisition that furthers the redevelopment goals of the City; and

WHEREAS, the EDA and the Seller have negotiated that certain Purchase Agreement between the EDA and the Seller (the "Purchase Agreement") for the acquisition of the Site; and

WHEREAS, the EDA has determined that it is necessary to amend its TIF 3 budget to provide for the acquisition of the Site;

NOW, THEREFORE, BE IT RESOLVED by the Brooklyn Park Economic Development Authority Board of Commissioners (the "Board") as follows:

Section 1. Approval of Purchase Agreement.

1.01. The Board hereby approves the Purchase Agreement in substantially the form presented to the Board, together with any related documents necessary in connection therewith, including without limitation all documents, exhibits, certifications, or consents referenced in or attached to the Purchase Agreement (collectively, the "Purchase Agreement Documents"), and hereby authorizes the Executive Director, in his/her discretion and at such time, if any, as he/she may deem appropriate, to execute the same on behalf of the EDA, and to carry out, on behalf of the EDA, the EDA's obligations thereunder when all conditions precedent thereto have been satisfied.

1.02. The approval hereby given to the Purchase Agreement Documents includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by legal counsel to the EDA and by the officer authorized herein to execute said documents prior to their execution; and said officer is hereby authorized to approve said changes on behalf of the EDA. The execution of any instrument by the appropriate officer of the EDA herein authorized shall be conclusive evidence of the approval of such document in accordance with the terms hereof. This resolution shall not constitute an offer and the Purchase Agreement Documents shall not be effective until the date of execution thereof as provided therein.

1.03. In the event of absence or disability of the Executive Director, any of the documents authorized by this resolution to be executed may be executed without further act or authorization of the Board by any duly designated acting official, or by such other officer or officers of the Board as, in the opinion of the City Attorney, may act in his/her behalf. Upon execution and delivery of the Purchase Agreement Documents, the officers and employees of the Board are hereby authorized and directed to take or cause to be taken such actions as may be necessary on behalf of the Board to implement the Purchase Agreement Documents.

1.04 The EDA may from time to time amend the terms of this Resolution to the extent permitted by law.

1.05 The EDA hereby directs staff to return with an amendment to its TIF 3 budget consistent with the expenditure authorized in this Resolution for the acquisition of the Site and for administrative costs.



Map Scale = 1: 7,238

603 ft  1 in

PURCHASE AGREEMENT
4120 85th Ave N, Brooklyn Park, Minnesota

This Purchase Agreement (this "Agreement") is made as of this _____ day of April, 2024, by and between Stewart Brothers Partnership, a general partnership under the laws of Minnesota ("Seller") and the Brooklyn Park Economic Development Authority, a public body politic and corporate under the laws of the State of Minnesota ("Buyer").

1. PROPERTY. Seller is the fee owner of certain real property located at 4120 85th Ave N in the City of Brooklyn Park, Minnesota (PID No. 15-119-21-34-0002), which is legally described on the attached Exhibit A (the "Property").

2. OFFER/ACCEPTANCE. In consideration of and subject to the terms and provisions of this Agreement, Buyer offers and agrees to purchase, and Seller agrees to sell and hereby grants to Buyer the exclusive right to purchase the Property and all improvements thereon, together with all appurtenances. Buyer acknowledges that no items of personal property are included in the sale of the Property.

3. PURCHASE PRICE FOR PROPERTY AND TERMS.

a. **PURCHASE PRICE:** The total purchase price for the Property, representing the fair market value of the Property including any compensation attributable to Seller's relocation benefits pursuant to paragraph 17 hereof, is: **Dollar Amount (\$ _____)** ("Purchase Price").

b. **TERMS:**

1. **EARNEST MONEY:** No earnest money is required under this Agreement.
2. **BALANCE DUE SELLER:** Buyer agrees to pay the Purchase Price to the Seller by check or wire transfer on the Closing Date (defined hereafter) according to the terms of this Agreement.
3. **DEED/MARKETABLE TITLE:** Subject to performance by Buyer, Seller agrees to execute and deliver to Buyer a Warranty Deed conveying marketable fee simple title to the Property, free and clear of any mortgages, liens, or encumbrances other than matters created by or acceptable to Buyer, subject only to the following exceptions:
 - i. Building and zoning laws, ordinances, state, and federal regulations;
 - ii. Reservation of minerals or mineral rights to the State of Minnesota, if any; and
 - iii. Public utility and drainage easements of record which will not interfere with Buyer's intended use of the Property.

4. DOCUMENTS TO BE DELIVERED AT CLOSING BY SELLER. In addition to the Warranty Deed required at paragraph 3.b.3. above, Seller shall deliver to Buyer at closing:

- a. An affidavit from Seller sufficient to remove any exception in Buyer's policy of title insurance for mechanics' and materialmen's liens and rights of parties in possession;
- b. A "bring-down" certificate, certifying that all of the warranties made by Seller in this Agreement remain true as of the Closing Date;
- c. Affidavit of Seller confirming that Seller is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code;
- d. Well disclosure certification, if required;
- e. Any notices, certificates, and affidavits regarding any private sewage systems, underground storage tanks, and environmental conditions as may be required by state or federal statutes, rules, or regulations;
- f. Any other documents reasonably required by the title company or Buyer's attorney to evidence that title to the Property is marketable and that Seller has complied with the terms of this Agreement.

5. DOCUMENTS TO BE DELIVERED AT CLOSING BY BUYER.

- a. Any affidavits of Buyer, certificates of value, or other documents as may be reasonably required by the title company in order to complete the transaction contemplated by this Agreement.

6. CONTINGENCIES. Buyer's obligation to purchase the Property is contingent upon the following:

- a. Approval of this Agreement by Buyer's governing body;
- b. Written findings by the Planning Commission of the City of Brooklyn Park that the acquisition of the Property conforms to the City Comprehensive Plan;
- c. Buyer conducting environmental investigations on the Property and receiving reports that are satisfactory to Buyer at Buyer's sole discretion; and
- d. Buyer's determination of marketable title pursuant to paragraph 7 of this Agreement.

Buyer shall have 90 days from the date of this Agreement to remove or waive the foregoing contingencies (the "Due Diligence Period"). The Due Diligence Period may be extended twice, each extension for a period of 15 days, at Buyer's sole discretion. The contingencies at (c) and (d) above are solely for the benefit of the Buyer and may be waived by the Buyer. The contingencies at (a) and (b) above may not be waived by either party. If Buyer or its attorney gives written notice to Seller that all contingencies are duly satisfied or waived, Buyer and Seller shall proceed to close the transaction as contemplated herein.

If one or more of the contingencies is not satisfied this Agreement shall thereupon be void at the written option and sole discretion of Buyer. In that event, Buyer shall execute documentation

effecting the termination of this Agreement, and Seller agrees to sign a cancellation of purchase agreement at Buyer's request.

7. TITLE EXAMINATION/CURING TITLE DEFECTS. Buyer will, at its expense, obtain a commitment for title insurance (the "Commitment") for the Property from a title company of Buyer's choice. Buyer shall have 20 business days after the later of execution in full of this Agreement or receipt of the Commitment to examine the Commitment and to deliver written objections to title, if any, to Seller, or Buyer's right to do so shall be deemed waived. Seller shall have until the end of the Due Diligence Period (or such later date as the parties may agree upon) to make title marketable, at Seller's cost. In the event that title to the Property cannot be made marketable or is not made marketable by Seller within the Due Diligence Period, then this Agreement may be terminated at the option and at the sole discretion of Buyer.

8. ENVIRONMENTAL INVESTIGATIONS. Buyer acknowledges that it has been authorized by Seller to enter the Property and conduct environmental investigations of the Property. Seller shall provide to Buyer any environmental reports or information concerning the Property in Seller's possession at the time of execution of this Agreement. Buyer may approve and conduct any investigations, studies or tests desired by Buyer including investigations and tests specifically for the presence or absence of Hazardous Substances in, on, or about the Property, including by means of a Phase I or Phase II Environmental Site Assessment and all inspections related thereto, as well as invasive drilling and inspections, tests, feasibility studies, and any other inspections, studies or tests reasonably required by Buyer in connection with Buyer's due diligence, in Buyer's sole discretion and at its sole cost and expense (collectively, the "Inspections"). Buyer shall promptly repair any damage to the Property arising out of the Inspections and return the Property to substantially the same condition as existed prior to the Inspections, except that Buyer shall not be required to restore any latent defect or pre-existing condition at the Property not caused by Buyer's or its agents', contractors' or employees' entry on the Property. Buyer shall indemnify, defend, and hold Seller harmless from and against any damage, injury, claim or lien caused by the activities of Buyer or its agents on the Property, provided, however, that Buyer shall have no responsibility or liability, and no obligation to indemnify or defend Seller, for (a) any act or omission of Seller or Seller's officials, agents, employees, and representatives; (b) any adverse condition or defect on or affecting the Property not caused or impacted by Buyer or its employees, agents, consultants, or contractors discovered during the Inspections including, without limitation, the pre-existing presence or discovery of any matter (such as, but not limited to, any Hazardous Substance as defined by Section 12.1.); (c) the results or findings of any inspection not caused or impacted by Buyer or its employees, agents, consultants, or contractors discovered during their inspections; and/or (d) Buyer's election to terminate this Agreement as a result of any inspection pursuant to this Agreement.

9. CLOSING DATE. The date of closing shall be forty-five (45) days following expiration of the Due Diligence Period as defined in paragraph 6 of this Agreement, or such other date as is mutually agreed by the parties ("Closing Date"). Delivery of all papers and the closing shall be made through escrow with the title company, or at such other location as is mutually agreed upon by the parties. All deliveries and notices to Buyer shall be made as provided in paragraph 19 of this Agreement.

10. POSSESSION. Seller agrees to deliver possession of the Property to Buyer on the Closing Date. Except for both the limited representations and warranties expressed in this Agreement and the removal of personal property as provided in paragraph 11, Buyer acknowledges that upon Closing Seller shall sell and convey to Buyer and Buyer shall accept the Property "as is," "where is," and "with all faults".

11. REMOVAL OF PERSONAL PROPERTY. Seller shall remove from the Property all items of personal property prior to the transfer of the Property to Buyer. Any personal property or fixtures remaining on the Property after its conveyance to Buyer shall be deemed to have been abandoned and shall be removed by Buyer at Seller's expense.

12. SELLER'S WARRANTIES AND REPRESENTATIONS. Seller hereby represents and warrants to Buyer now and as of the Closing Date that:

- a. **Title.** Seller has good, indefeasible, and marketable fee simple title to the Property and shall cause the Property to be released from any mortgages or other liens prior to Closing.
- b. **Exclusive Sale.** Seller has not entered into any other contracts for sale of the Property, and Seller shall not enter into any new agreements with respect to the Property that shall not be cancelable by Buyer without penalty upon no greater than thirty (30) days' notice, without the prior written consent of Buyer.
- c. **No Breach.** Neither the execution, delivery or performance of this Agreement will result in the breach under any indenture, security instrument nor other agreement or court or administrative order by which Seller or the Property may be bound or affected.
- d. **Sewer and Water.** Seller represents that to the best of Seller's knowledge; the Property is connected to City sewer and water.
- e. **Mechanics' Liens.** Seller warrants that, prior to the closing, Seller shall pay in full all amounts due for labor, materials, machinery, fixtures, or tools furnished within the 120 days immediately preceding the closing in connection with construction, alteration, or repair of any structure upon or improvement to the Property caused by or resulting from any action of Seller.
- f. **Notices.** Seller represents that Seller has not received any notice from any governmental authority as to violation of any law, ordinance, or regulation in connection with the Property.
- g. **Tenants.** Seller warrants that as of the Closing Date there will be no tenants or third parties in possession of the Property, and no leases or other occupancy agreement in effect with respect to the Property.
- h. **Condemnation.** Seller has received no notice that there is any pending or, to the actual knowledge of Seller, threatened condemnation or similar proceeding affecting the Property or any portion thereof, and Seller has no actual knowledge that any such action is contemplated.
- i. **Legal Proceedings.** There are no legal actions, suits or other legal or administrative proceedings, pending or threatened, that affect the Property or any portion thereof, and Seller has no knowledge that any such action is presently contemplated.

- j. **Legal Capacity.** Seller has the authority and the legal capacity to enter into this Agreement and perform all its obligations hereunder. Seller has not filed, voluntarily or involuntarily, for bankruptcy relief within the last year under the United States Bankruptcy Code, nor has any petition for bankruptcy or receivership been filed against Seller within the last year.
- k. **FIRPTA.** Seller is not a “foreign person” as such term is defined in the Internal Revenue Code.
- l. **Methamphetamine Production.** To the best of Seller’s knowledge, methamphetamine production has not occurred on the Property.
- m. **Underground Tanks.** To the best of Seller’s knowledge, the Property does not contain any underground storage tanks of any size or description.
- n. **Wells.** Seller certifies that it knows of two wells on the Property. A Well Certificate satisfying the requirements of Minn. Stat. Section 1031.235 will be provided by Seller at Closing.
- o. **Sewage Systems.** Seller does not know of any individual sewage treatment systems on or serving the Property, or, if any individual sewage treatment systems exist, Seller shall comply with all applicable statutory disclosure requirements regarding such individual sewage treatment systems.
- p. To the best of Seller’s knowledge, there are no Hazardous Materials as herein defined on the Property.

The term “**Hazardous Materials**” as used herein includes, without limitation, gasoline, petroleum products, explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, polychlorinated biphenyls or related or similar materials, asbestos or any material containing asbestos, or any other substance or material as may be defined as a hazardous or toxic substance by any federal, state or local environmental law, ordinance, rule, or regulation including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.), the Hazardous Materials Transportation Act, as amended (42 U.S.C. Section 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 1251, et seq.), the Clean Air Act, as amended (42 U.S.C. Section 7401, et seq.) and in the regulations adopted and publications promulgated pursuant thereto.

Seller’s representations and warranties set forth in this paragraph shall be continuing and are deemed to be material to Buyer’s execution of this Agreement and Buyer’s performance of its obligations hereunder. All such representations and warranties shall be true and correct on or as of the Closing Date with the same force and effect as if made at that time; and all of such representations and warranties shall survive closing and any cancellation or termination of this Agreement, and shall not be affected by any investigation, verification or approval by any part hereto or by anyone on behalf of any party hereto. Seller agrees to defend, indemnify, and hold Buyer harmless for, from and against any loss, costs, damages, expenses, obligations, and attorneys’ fees incurred should an assertion, claim, demand, or cause of action be instituted,

made, or taken, which is contrary to or inconsistent with the representations or warranties contained herein.

13. CLOSING COSTS/RECORDING FEES/DEED TAX. At Closing, Seller shall pay: (a) prorated property taxes due and payable in the year of Closing through the Closing Date; (b) the cost of any documents required to clear title or to evidence marketable title, including fees and charges to record such documents; (c) one-half of all closing fees customarily charged by the title company; (d) Seller's legal and accounting fees; and (e) any real estate broker commissions. Buyer shall pay: (a) the costs of any environmental investigation and survey costs ordered by Buyer; (b) costs of an initial title commitment, title insurance and endorsements; (c) recording fees and charges related to the filing of the Warranty Deed from Seller; (d) any transfer or deed taxes due as a result of this transaction; (e) prorated property taxes due and payable in the year of Closing on and after the Closing Date; (f) one-half of all closing fees customarily charged by the title company; and (g) Buyer's legal and accounting fees.

14. ADDITIONAL INSPECTIONS. From the date of this Agreement to the Closing Date, Buyer, its employees, and agents, shall be entitled to enter upon the Property to conduct such surveying, inspections, investigations, soil borings and testing, and drilling, monitoring, sampling, and testing of groundwater monitoring wells, as Buyer shall elect. Buyer shall also be entitled to a general walk-through inspection within five days of the Closing Date. Buyer shall repair any damage caused by the foregoing inspection activities.

15. RISK OF LOSS. Seller shall bear all risk of loss resulting from damage to or of all or a portion of the Property which may occur prior to Closing by way of casualty, condemnation or otherwise ("Risk of Loss Event"). Following any Risk of Loss Event, Buyer may, in its sole discretion, by written notice to Seller within 15 days after receiving notice of such Risk of Loss Event, terminate this Agreement, in which event neither Party shall have any further obligations under this Agreement. If necessary, the Closing Date shall be extended to allow Buyer such 15-day period. In the event that Buyer provides written notice to Seller terminating this Agreement pursuant to a Risk of Loss Event, Seller agrees to sign a cancellation of purchase agreement at Buyer's request. In the event of any Risk of Loss Event which does not result in a termination of this Agreement, Seller shall, at Closing, pay Buyer or credit Buyer against the Purchase Price the amount of any insurance or condemnation proceeds attributable to Risk of Loss Event, or assign to Buyer, as of Closing and in a form acceptable to Buyer, all rights or claims for relief to the same, and credit to Buyer an amount equal to the deductible, if any, under any applicable insurance policy of Seller.

16. DEFAULT/REMEDIES. If Buyer defaults under this Agreement, Seller has the right to terminate this Agreement by giving written notice of such election to Buyer, pursuant to Minnesota Statutes, Section 559.21. The termination of this Agreement will be the sole remedy available to Seller for such default by Buyer, and Buyer will not be further liable for damages. If Seller defaults under this Agreement, Buyer shall have the right to (i) terminate this Agreement, or (ii) enforce and recover from Seller specific performance of this Agreement. The termination of this Agreement or the enforcement and recovery from Seller of specific performance of this Agreement shall be the sole remedies available to Buyer for such default by Seller, and Seller shall not be further liable for damages.

17. RELOCATION BENEFITS; INDEMNIFICATION. Seller agrees that Seller evidenced an intent to sell the property to Buyer and that Seller approached Buyer regarding the sale of the Property. The Parties agree that if a mutually satisfactory agreement on terms of the conveyance cannot be reached, the Buyer will not acquire the property. Seller agrees that it is not entitled to

BUYER: Brooklyn Park Economic Development Authority
5200 85th Ave. N.
Brooklyn Park, MN 55443
Attn: Executive Director

20. ENTIRE AGREEMENT. This Agreement, including exhibits attached hereto, and any amendments hereto signed by the parties, shall constitute the entire agreement between Seller and Buyer and supersedes any other written or oral agreements between the parties relating to the Property.

21. AMENDMENT AND MODIFICATION. No amendment, modification, of waiver of any condition, provision, or term of this Agreement shall be effective unless in writing and executed by Buyer and Seller.

22. NO PARTNERSHIP OR JOINT VENTURE. Nothing in this Agreement shall be construed or interpreted as creating a partnership or joint venture between Seller and Buyer relative to the Property.

23. SURVIVAL. Notwithstanding any other provisions of law or court decision to the contrary, the provisions of this Agreement shall survive closing.

24. CONTROLLING LAW. This Agreement shall be governed by the laws of the State of Minnesota. In accordance with Minnesota law the following disclosures are made regarding the residential dwelling located within the Property:

- a. Buyer specifically waives the right to receive a Lead Paint Disclosure.
- b. Buyer is aware of its right to receive the Radon Disclosure and voluntarily waives its right to a Radon Disclosure.
- c. Subject to Buyer's right of inspection as provided in this Agreement the Buyer voluntarily waives the requirement of written disclosure contained in Minnesota Statutes Section 513.52-60.
- d. Information regarding the Predatory Offender Registry and Persons Registered With the Predatory Offender Registry under Minnesota Statutes Section 243.166 may be obtained by contacting the local law enforcement offices in the community where the Property is located or the Minnesota Department of Corrections at 612-642-0200, or from the Department of Corrections website at www.corr.state.mn.us.

25. TIME OF ESSENCE. Time is of the essence of this Agreement.

26. SEVERABILITY. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect and shall be interpreted, performed, and enforced as if the invalid or unenforceable provision did not appear herein.

27. BINDING EFFECT. This Agreement binds and benefits the parties and their successors and assigns.

28. CAPTIONS. Any paragraph headings, subheadings, or captions appearing in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

29. ELECTRONIC SIGNATURES; EXECUTION IN COUNTERPARTS. The electronic signature of the parties to this Agreement shall be as valid as an original signature of such party and shall be effective to bind the parties hereto. For purposes hereof, (i) "electronic signature" means a manually signed original signature that is then transmitted by electronic means; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(The remainder of this page is intentionally left blank)

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date and year above.

Buyer:

Seller:

BROOKLYN PARK ECONOMIC
DEVELOPMENT AUTHORITY

STEWART BROTHERS PARTNERSHIP

By: _____
Its: Executive Director

By: _____
Its: _____

EXHIBIT A

Legal Description of the Property

The West 324.97 feet of the East 979.94 feet of the South 290 feet of the Southeast Quarter of the Southwest Quarter, Section 15, Township 119, Range 21;

And

The North 332.24 feet of the South 622.24 feet lying West of the East 654.97 feet of the Southeast Quarter of the Southwest Quarter in Section 15, Township 119, Range 21;

Subject to easements, restrictions and covenants of record



MEMORANDUM

DATE: April 11, 2024

TO: EDA Commissioners

FROM: Kim Berggren, EDA Executive Director

SUBJECT: Status Update

Overview

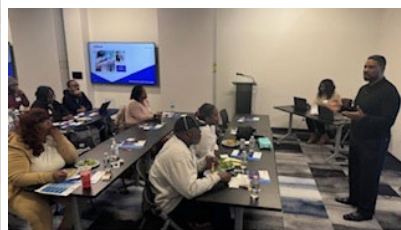
This memo provides an update to the Brooklyn Park Economic Development Authority (EDA) and serves to keep interested community members informed. The EDA's housing-related work is summarized in a separate memo.

BUSINESS DEVELOPMENT

Small Business Center

The Small Business Center (SBC) continues to increase in membership and event participation, reflecting a thriving entrepreneurial community. Throughout March and April, the SBC welcomed several new members, bringing the total membership count to 66 individuals. A comprehensive list of current members and professional service vendors is attached for reference.

On March 21st, US Bank, in partnership with The SBC and the Black Chamber of Commerce, launched the first installment of a series of programs centered on business development. The inaugural workshop, titled "Developing a Business Plan," was facilitated by Tim Farrow, VP – Business Access Advisor. Mr. Farrow guided attendees through essential topics, including reviewing business models and offering valuable insights on identifying one's brand. The workshop attracted a diverse audience, including several local business owners and members of the SBC. This collaborative effort underscores a commitment to fostering entrepreneurship and economic growth within the community. As the series progresses, participants can anticipate gaining further expertise and



resources to bolster their business endeavors. The success of this workshop sets a promising precedent for future engagements, highlighting the importance of partnerships in advancing business development initiatives.

On April 2nd, 2024, The SBC hosted the CEO Start cohort graduates for a celebratory pitch night, marking the conclusion of their 10-week program powered by CO.STARTERS. The event provided a platform for graduates to present their business ideas to friends and family, showcasing the culmination of their hard work and dedication.



Attendees witnessed a diverse range of innovative concepts, reflecting the depth of knowledge and skills acquired during the program. Each graduate shared their vision, highlighting market potential, unique value propositions, and future growth plans. The pitch night fostered a

supportive environment, encouraging networking and community-building among the participants. Overall, the event was a success, empowering graduates with valuable feedback, connections, and renewed enthusiasm as they continue their entrepreneurial journeys. Moving forward, The SBC and CO.STARTERS remain committed to providing ongoing support and resources to help graduates navigate the next steps in their ventures, further strengthening the entrepreneurial ecosystem within the community.



Brooklyn Park Business Council



On March 28th, the Brooklyn Park Business Council, in collaboration with the MetroNorth Chamber of Commerce, held its quarterly meeting. The meeting featured distinguished presentations from community leaders, including Hennepin County Commissioner Jeff Lunde, who provided valuable updates on county initiatives and developments. Additionally, Tom Legos, Site Head of Takeda Brooklyn Park, delivered a comprehensive business overview, shedding

light on industry trends and opportunities within the region. Attendees also had the privilege of receiving legislative updates from Brooklyn Park City Manager, Jay Strobel, enhancing their understanding of pertinent policy matters affecting local businesses. This collaborative effort between the Brooklyn Park Business Council and the MetroNorth Chamber of Commerce continues to demonstrate a shared commitment to facilitating networking opportunities and disseminating valuable information to support the growth and prosperity of businesses in the community.

WORKFORCE DEVELOPMENT

BrookLynk successfully hosted its in-person Mock Interviews event on Saturday, April 7th at the Brooklyn Center Community Center where 60 youth intern applicants had the opportunity to practice their interview skills and participate in a resume writing workshop. The success of mock interviews is dependent on community volunteers. This year there were 11 volunteers including city staff, local employers, and community partners, thank you to all the volunteers who helped to make this event possible.



OTHER

Community Development Block Grant (CDBG) Request for Proposals

The CDBG program funds are issued to various federal agencies annually by the U.S. Department of Housing and Urban Development (HUD). The funds are designed to promote economic development and housing stability in communities across the country primarily benefitting low to moderate income households. The City of Brooklyn Park is an entitlement city and therefore receives about \$400,000 annually that is used to finance the Home Rehab Deferred Loan Program and other capital improvement projects in the community. The Request for Proposals (RFP) was issued on January 18, 2024, and submissions for public service organizations that provide various programming activities in the community were received by the County on February 15, 2024. The selection committee met on March 6 and reviewed the 24 applications that were submitted. Nine organizations were shortlisted for funding, seven were deemed ineligible, and eight other organizations were not recommended for funding because they have other sources of funds. The County Board will meet in June to vote on the selection committee's recommendations.

American Rescue Plan Act (ARPA)

City-implemented projects in response to the pandemic are ongoing. City staff managing these contracts continue to work in various capacities with the community to alleviate the after-effects of the pandemic. Additionally, organizations awarded funding in Round 2 of the Community Partnership Program initiative are expected to begin work in April. We are finalizing the contracts and scope to ensure they meet ARPA use requirements.

Attachments:

- 7.1A SBC Membership Report
- 7.1B SBC Vendors List

first_name	last_name	type	status	team
Allie	Grack	Member	active	Workhorse Marketing
Ayanna	Ross	Member	active	Split Ps
Benealda	Barr	Member	active	ENGAGEC COMMUNITY SERVICES
Beth	Riegger	Member	active	Fairy God Mother of Tech
Branko	Tambah	Member	active	Tambah & Sons Construction And Services LLC
Breanne	Rothstein	Member	active	Thrive LLC
Ceirra	Chaney	Member	active	Trap of beauty
Cindy	Hill	Member	active	PSI
Darius	Knox	Member	active	United Towing Recovery Roadside
Demetria	Poe	Member	active	Scholar School LLC
Ellalisa	Wiggins	Member	active	Rainbow Lash & Beauty studio llc
Erika	Posthumus	Member	active	Camino's Mental Health, LLC
Ezell Jones	Jones	Member	active	JEM Consulting , GBC
Hollies	Winston	Member	active	Guaranteed America, LLC
Indred	Alexander	Member	active	Life By Design Management
Isreal	Moses IV	Member	active	MFAM Capital LLC
Ja'Dae	Geiger	Member	active	Divine Beauty Co LLC
Jade	Williams	Member	active	BLVD Nails
James	Holmes Jr	Member	active	JEM Consulting , GBC
John	Jamison	Member	active	John Jamison Agency / Country Financial
Joseph	Banks	Member	active	Banks Youth Center
Jude	Nnadi	Member	active	Paadio Inc
Karl O.	Benson	Member	active	Benson Entertainment & Events
Keyaira	Johnson	Member	active	PWRME Athletica
Linda	Sloan	Member	active	Minnesotans of African Heritage
Lynnae	Weddington	Member	active	BLVD Nails
Marcus	Nyangbe	Member	active	BOSO CLOTHING
Mark	Cooper	Member	active	JEM Consulting , GBC
Mohamed	Sinayoko	Member	active	Guinea Association of Minnesota
Mohammed	Bah	Member	active	Bahsco Global Holdings
Musu	Bryant Bah	Member	active	Family Trust Home Health
Nico	Woods	Member	active	Universal Legends of Legacy
Ose	Sesay	Member	active	Push Strategist LLC
Pang	Yang	Member	active	MN Zej Zog
Porsha	Brown	Member	active	Creating Space LLC
Razaq	Lewis	Member	active	ENGAGEC COMMUNITY SERVICES
Reva	Chamblis	Member	active	R.A. Legacy Enterprise Productions
Sakhile	Mathumo Nelson	Member	active	Mathumo Law Office PC
Samuel	Ukwesa	Member	active	Shalom Transportation Network and Logistics llc
Sherrilynn	Graham	Member	active	A Touch of Love
Stacy	Durant	Member	active	Durant DeSignz
Stacy	Durant	Member	active	Durant DeSignz
Tanuja	Patel	Member	active	Alapa
Tanya	Langford	Member	active	Fourshadzhoholistic@gmail.com
Thomas	Adams	Member	active	TMA Consulting LLC
Toni	Lewis	Member	active	Toni Arielle Haire Loft
Torri	Pittman	Member	active	Love Over Obstacles & Poverty
Tracy	Martin	Member	active	TNT Training
Veronica	Barr	Member	active	ENGAGEC COMMUNITY SERVICES
Victor	Jones	Member	active	Victor Jones Consulting LLC
Victoryn	Adebolu	Member	active	Victorious LLC

Wesley Whitney	Smith Parker	Member Member	active active	Twin Cities Radio Network Beauty by Whitney
-------------------	-----------------	------------------	------------------	--

Brooklyn Parks Small Business Center Approved Vendors List

Regularly Recurring Payments

Vendor: Janitorial - Master Cleaning Solutions

Duration: *One year*

Cost: *\$36,000 Annually*

Cost Breakdown

- Base Monthly Fee: \$3,000,

Vendor: Cleaning Supply Services - Cintas

Duration: *One year*

Cos: *\$12,288 Annually*

Cost Breakdown

- Base Monthly Fee: \$1,024,

Vendor: Paper Shredding Services Shred it

Duration: *One year*

Cost: *\$1,700 Annually – Not to exceed*

Vendor: Security Systems - LSS

Duration: *One year*

Cost: *\$4,680 Annually*

Cost Breakdown

- Base Monthly Fee: \$390,

Software Subscriptions

Vendor: Microsoft

Duration: *One year*

Cost: *\$ - Annually*

Cost Breakdown

- Base Monthly Fee: \$145,

Vendor: HR Management - Bambee

Duration: *One year*

Cost: *\$2,274 Annually*

Vendor: Office Management – CoWorks

Duration: *Expires May 1, 2024*

Cost: *\$6,288 Annually*

Vendor: Office Management – Office RnD

Duration: *Yearly to begin April 1, 2024*
Cost: *\$3172 Annually*
Cost Breakdown

- *Base Monthly Fee: \$1824*
- *Premium Onboarding - \$1348 – On Time Fee*

Vendor: **Printer Services - Toshiba**
Duration: *Yearly*
Cost: *\$600 Annually*

Vendor: **Phone Services – Intermedia Unite**
Duration: *Yearly to begin April 1, 2024*
Cost: *\$6418.80 Annually*
Cost Breakdown

- *Base Monthly Fee: \$534.90*
- *Setup and shipping: \$85.75 – One Time Fee*

Vendor: **Financial Management - QuickBooks**
Duration: *Yearly to begin April 1, 2024*
Cost: *\$1200 Annually*
Cost Breakdown

- *Base Monthly Fee: \$100*

Marketing Software and Subscriptions

Vendor: **Website Design and Build – Blue Collar Builds**
Duration: *On Time Payment*
Cost: *\$ 5,000*

Vendor: **Marketing Subscription – Planning Pro**
Duration: *Yearly*
Cost: *\$600 Annually*
Cost Breakdown

- *Base Monthly Fee: \$50*

Vendor: **Marketing Subscription - Canva**
Duration: *Yearly*
Cost: *\$156 Annually*

Vendor: **Marketing Subscription – Adobe Creative Suite**
Duration: *Yearly*
Cost: *\$720 Annually*
Cost Breakdown

- *Base Monthly Fee: \$100*

Vendor: **Marketing Subscription – Facebook**
Duration: *Yearly*
Cost: *\$5045 Annually*

Vendor: Marketing Subscription – ReminderMedia
Duration: Yearly
Cost: \$132 Annually
Cost Breakdown

Vendor: Marketing Subscription – Aswerthepeople
Duration: Yearly
Cost: \$120 Annually

Vendor: Marketing Subscription – Semrush
Duration: Yearly
Cost: \$1500 Annually
Cost Breakdown

Vendor: Marketing Subscription – Hubspot
Duration: Yearly
Cost: \$5000 Annually
Cost Breakdown



MEMORANDUM

DATE: April 11, 2024

TO: EDA Commissioners

FROM: Kim Berggren, Executive Director
Michelle Basham, Economic Development and Housing Director

SUBJECT: Housing Update

Overview:

This memo provides an update to the Economic Development Authority (EDA) on housing-related items. In addition to updating the EDA, this memo serves to keep interested community members informed of this work.

Home Improvement Loan Programs Update

The EDA administers several housing reinvestment programs that provide financial resources to first time homebuyers and single-family and townhome homeowners in the community. In the fiscal year 2024, the EDA allocated \$1 million for the home improvement programs administered by Center for Energy and Environment (CEE) and the City allocated \$200,000 in Community Development Block Grant (CDBG) funds for the Hennepin County administered home rehab program. Homeowner programs were redesigned in 2019 to increase the number of residents making improvements to their homes and to provide needed resources for future homebuyers. The redesigned and revamped programs have been a huge success with funds for multiple programs were expended rapidly. About 32 loans amounting to over \$550,000 have been closed in the first quarter of 2024. The most popular programs are the down payment assistance for the first-time homebuyers, senior deferred loan for seniors, and the low interest revolving loan. In the current fiscal year, the funding for the revolving and senior deferred loan categories have already been expended and the EDA is considering additional funding for the program.

NEW HOUSING DEVELOPMENT PROJECTS

Real Estate Equities (Western Portion of 9500 Decatur Drive)

Phase II of this project is now moving forward. On January 9, Real Estate Equities (REE) was awarded a tax-exempt bond allocation from the Minnesota Office of Management and Budget (MMB). At the January 2024 EDA meeting, the EDA also approved a Tax Increment Financing (TIF) agreement for Phase II which included up to \$770,000 in TIF and \$2 million from the EDA's Housing Set Aside/TIF3 funds. The City Council will need to hold a public hearing and consider approving various documents this spring related to the Phase II tax-exempt bond allocation from MMB. Construction on this project is anticipated to begin in late Spring or early Summer 2024.

The Phase I TIF agreement was approved by the EDA in October and the bond documents were approved by the City Council on November 13. Phase I is also financed with a tax-exempt bond allocation from MMB. REE has begun construction on this phase of the project. The total amount approved for Phase I was up to \$800,000 in TIF and a \$2 million loan from the EDA's Housing Set Aside Fund.

REE's project includes two phases of workforce housing consisting of 350 units (175 in each phase) which are a mix of 1-bedroom, 2-bedroom, and 3-bedroom apartment homes. This project proposes to use income averaging and have an average affordability to families making 60% of the area median income. Five percent (5%) of the homes, or a total of 18 units, will be restricted to families making no greater than 30% AMI. The total unit mix is 77% 2-bedroom units and above with units of each size at both 30% and 60% AMI. Real Estate Equities received unanimous approval for its land use application at the Planning Commission on Wednesday, March 8, and land use approval from the City Council on April 10.

Tessman Ridge (6900 85th Avenue North - NHCC Site)

The Tessman Ridge apartment community is under construction. Phase 1, which is the portion currently under construction, includes 71 units with 8 efficiency, 12 one-bedroom, 32 two-bedroom, 14 three-bedroom and 5 four-bedroom units. The EDA purchased the site at 6900 85th Avenue N from Minnesota State Colleges and Universities (MnSCU) and sold a portion of the land for the Phase I development to Duffy Development.

Duffy seeks to finance both phases of this development with Low-Income Housing Tax Credits (LIHTC) from Minnesota Housing, a \$1,185,000 LCDA-TOD grant (awarded for Phase I, intending to apply for additional funds for Phase II), Tax Increment Financing (TIF) from the EDA, and other sources. The EDA approved the term sheet to provide TIF and approve the purchase agreement with Minnesota State Colleges and Universities (Minnesota State) and North Hennepin Community College at its meeting on May 17, 2020. The EDA had solicited qualifications for the development of this vacant land in early 2020 and selected Duffy Development at that time. Additionally, there is approximately 1-acre of property held by the EDA for commercial use at the intersection of 85th Avenue N and College Parkway.

Village Creek Apartments (7621 Brooklyn Boulevard)

George Group North is still working to secure its funding, which requires re-applying for a tax-exempt bond allocation and re-securing funds from the EDA. Its Development Assistance Agreement with the EDA and a \$832,000 Livable Communities Development Grant from the Met Council expired on December 31, 2023. If this project receives state financing, the EDA could consider renewing its agreement with the developer.

The proposed Village Creek Apartments would be located on EDA-owned land at 7621 Brooklyn Boulevard. The proposal includes 83 units of mixed-income housing and a 10,000 square foot commercial component. The EDA first considered this project in 2018.

RE-HABILITATION PROJECTS

Huntington Place Apartments

Aeon requested and received Draw 19 in the past week. The total amount of EDA funds spent on re-hab is \$3.8M with \$1.6M remaining in the \$5.5M agreement. Most of the improvements in the past six months have been unit improvements.

The community meeting at Huntington Place was on hold due to staff turnover at Huntington Place. Aeon just re-hired the Resident Support Coordinator and it is anticipated that these meetings will commence again this spring.

Stonybrook Housing Improvement Area HIA

The EDA approved \$1.2 million through the Housing Improvement Area (HIA) loan program for Stonybrook Property Owners Association. The funds have been used for the replacement of all the existing roadways and driveways, mill and overlay, restriping, landscaping as well as the installation of new exterior lighting within the Homeowners Association (HOA) as per the current layout.

Located at 30084-69484 84th Court North, Stonybrook Townhomes were built in 1970s and consist of 88 buildings with 352 individually owned townhome units. Construction work on the project is currently almost completed and is expected to wrap up in the spring of 2024.

HOMEOWNERS' ASSOCIATIONS - HOAS

During the October 2nd City Council work session, staff presented information regarding how the city currently interacts with Homeowners Associations (HOAs) in Brooklyn Park. At the meeting Council Members heard from staff and an HOA attorney about the challenges that exist within HOA communities. Council Members directed staff to explore various ways of working with HOAs in the community to create a sense of accountability and access to needed resources for homeowners. Based on the feedback received at the HOA meetings and the Council work session, staff developed a plan that included creating a webpage for resident to access resources located here:

<https://www.brooklynpark.org/housing/homeowner-resources/homeowners-associations/>

OTHER HOUSING NEWS AND UPDATES

Housing Aid Distribution

The metro wide sales tax approved by the legislature for affordable housing includes a direct allocation to Brooklyn Park of approximately \$940,000 annually as well as increased funding for County and Statewide housing programs. The EDA will have to consider its options for how to allocate at a minimum the \$940,000 direct allocation, starting in 2024, which will be done through a budget amendment in early 2024.

Hennepin County Down Payment Assistance Program

The Hennepin County Housing and Redevelopment Authority (HCHRA) created and designed the Homebuyer Assistance Program to reduce racial disparities in homeownership.

Homebuyers can now qualify for assistance to make a down payment on their first home in Hennepin County. In collaboration with Hennepin County, NeighborWorks Home Partners launched a down payment assistance program for residents buying homes in Hennepin County. This program started on March 4, and is estimated to be available through 2025.

As the program administrator, NeighborWorks Home Partners will provide down payment financing to assist buyers interested in purchasing a home to have as their principal place of residence in Hennepin County.

Interested homebuyers can find more information at [NeighborWorks](#), or by contacting NeighborWorks at hello@nwhomepartners.org or 651-292-8710.

The HCHRA is funding the downpayment assistance program through its first designated fund for homeownership assistance. Find more information at the [Homeownership Assistance Program page](#).

Minnesota Housing Finance Agency – First Generation Homebuyer Assistance

MHFA is offering the first-generation homebuyer loan which is a deferred, interest-free, and forgivable loan. Half of the loan is forgiven after 10 years and the rest after 20. To be eligible for forgiveness, you must reside in the home through the forgiveness date.

The program offers loans up to \$35,000. Prospective buyers must be using a Start Up First Mortgage loan to buy their home to qualify for the First-Generation Homebuyer loan.

Qualifying homebuyers who have met the eligibility requirements, could also combine this program with one of the other [standard downpayment and closing cost loan options](#). If eligible, one could qualify for up to \$53,000. The funds can be used for a variety of expenses, including downpayment and closing costs.

<https://www.mnhousing.gov/homeownership/firstgen.html>

Housing Information

There are several sources of data that tell the story of the need for affordable and accessible housing in the region, including:

- Key Facts on Housing 2022 (Minnesota Housing Partnership)
 - <https://mhponline.org/mhp-releases-key-facts-on-housing-2022/>
- Regional Housing Affordability Dashboard (Minneapolis Federal Reserve)
 - <https://minneapolisfed.shinyapps.io/Itasca-Housing-Dashboard/> - Indicators
 - <https://minneapolisfed.shinyapps.io/Itasca-Housing-Dashboard/> - Tracking three key goals for region
- Indicators for an Inclusive Regional Economy (disaggregated by cultural community) (Center for Economic Inclusion)
 - <https://indicators.centerforeconomicinclusion.org/>
- The applications dashboard provides data on the number of homeowners who have submitted financial assistance inquiries through www.homehelpmn.org
 - <https://homehelpmn.org/dashboard/>
- New Hennepin County link that provides comprehensive information on housing programs, activities, and policies.
 - <https://www.hennepin.us/housing/>

Staff Participation in Housing Groups

Staff participates regularly in various regional groups on the topic of housing, including:

- Anti-displacement Working Group created by the Metro Blue Line Light Rail Transit Extension (BLRT) project office and Hennepin County.
- Housing Collaborative hosted by Twin Cities Local Initiatives Support Corporation (LISC) and focused on education, info sharing, and collaboration among city staff on housing programs and policies.

- Regional Housing Policy Work Group hosted by Urban Land Institute (ULI) Minnesota.
- Government Equitable Development Community of Practice hosted by the Metropolitan Council.

Other Housing Policy Work Currently Underway

- Apartment Action Plan 2.0 (2018-present)
- CURA Housing Stability study implementation
- Fair Housing Training
- Establishment of a Local Housing Trust Fund (LHTF)

State of Housing in Black America Report

- The National Association of Real Estate Brokers has released its annual State of Housing in Black America Report. A summary of the report and a link to the full report can be found here:
<https://www.hocmn.org/blog-post/nareb-releases-2023-state-of-housing-in-black-america-report/>

Housing Work Recently Completed

- CURA Housing Stability Study (2021-2022) – available at <https://www.cura.umn.edu/research/brooklyn-park-housing-project>
- EDA-owned former Park and Ride site at 4201 95th Avenue North
- Transitional Housing Facility Rehabilitation (2018-2020)
- Fair Housing Policy and Training Program, (May 2019/August 2023)
- Mixed-Income Housing Policy (2017)
- Tenant Notification Ordinance (October 2019)
- Homeowner Programs re-vamp (2019)
 - Senior Deferred Loan Program
 - Down Payment Assistance Program (tripled investment in 2021)
 - Code Correction Loan Program
 - Revolving Loan Program
 - Rental Rehabilitation Loan Program (for 1-16-unit rental properties. Details available at www.mncee.org/services/financing/brooklynpark/-1) (April 2020)
 - Community Engagement and Environmental Sustainability Program (April 2020)
- Affordable Housing Preservation and Development Program (July 2019)
- Brooks Landing and Brook Gardens Rehabilitation Project (2019-2020)
- Park Villa Housing Improvement Area (HIA) Project
- Autumn Ridge Apartments Rehabilitation
- Evergreen Elevator Project (2022)
- Sunrise Court Second HIA Project (2022)

Attachments: N/A