Monday, May 13, 2024
6:00 p.m.

Brooklyn Park Council Chambers
5200 85th Avenue North

REGULAR CITY COUNCIL MEETING – AGENDA #20

Si usted necesita esta información en español: 763-424-8000. Yog xav tau kev pab, thov hu rau 763-424-8000 lawv mam li nrhiav ib tus neeg txhais lus rau koj. If you need this information in another language or alternative format, email access@brooklynpark.org or call 763-424-8000.

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

Our Brooklyn Park 2025 Goals:

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

I. ORGANIZATIONAL BUSINESS

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

2. PUBLIC COMMENT AND RESPONSE 6:00 p.m. Provides an opportunity for Brooklyn Park residents and business owners in Brooklyn Park to address the Council about matters relating to City business not otherwise on the agenda. Public Comment may not be used to make personal attacks, to air personality grievances, to make political endorsements, or for political campaign purposes. Council Members will not engage in a dialogue with speakers. Questions from the Council will be for clarification only. Public Comment will not be used as a time for problem solving or reacting to the comments made, but rather for informational purposes only. Public Comment will be limited to 15 minutes and individual comments are limited to three minutes.

2A. RESPONSE TO PRIOR PUBLIC COMMENT

2B. PUBLIC COMMENT

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

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

- **3B.1** Commissioner Plaque Presentation
- **3B.2** Mayor's Proclamation Declaring May 19-25, 2024 as "National Public Works Week" in the City of Brooklyn Park
  - **A.** PROCLAMATION
- **3B.3** Mayor's Proclamation of May 12 – 18, 2024, as "Police Week" in the City of Brooklyn Park
  - **A.** PROCLAMATION

II. STATUTORY BUSINESS AND/OR POLICY IMPLEMENTATION

4. CONSENT (All items listed under Consent, unless removed from Consent in agenda item 3A, shall be approved by one council motion.) Consent Agenda consists of items delegated to city management or a commission but requires council action by State law, City Charter or city code. These items must conform to a council approved policy, plan, capital improvement project, ordinance or contract. In addition, meeting minutes shall be included.

- **4.1** Approve the Purchase of a Field Line Sprayer and Truckster from Traqnology North America
  - **A.** RESOLUTION
  - **B.** TRAQNOLOGY NORTH AMERICA QUOTE
- **4.2** Accept Quote and Award Contract for CIP 2005-24 Trail Rehabilitation Project
  - **A.** RESOLUTION
  - **B.** MAP
- **4.3** Award the bid for the 2024-2025 Tree and Stump Removal Project to Precision Landscape and Tree Inc. for a total cost not to exceed $500,000
  - **A.** RESOLUTION

4.4 Authorize the Repairs of Fire Damaged Salt Shed Lean-To Building at the Operations and Maintenance Facility
- **A.** RESOLUTION

4.5 Approve a 3.2 Malt Liquor Off-Sale and Tobacco Licenses for APG MN LLC dba Amoco, Located at 8050 Lakeland Avenue North, Brooklyn Park, MN 55445

4.6 Authorizing Mayor and City Manager to Execute Limited Use Permits with the Minnesota Department of Transportation for the Purpose of Maintaining and Operating Non-Motorized Trails Within the Right-Of-Ways of TH252, TH610 and TH94 in Control Sections 2748,2771 and 2786
- **A.** RESOLUTION
- **B.** LIMITED USE PERMIT 2748-019 TERMINATION LETTER
- **C.** LIMITED USE PERMIT 2748-0272
- **D.** LIMITED USE PERMIT 2748-0272 Exhibit A
- **E.** LIMITED USE PERMIT 2771-004 TERMINATION LETTER
- **F.** LIMITED USE PERMIT 2771-005 TERMINATION LETTER
- **G.** LIMITED USE PERMIT 0217-004 TERMINATION LETTER
- **H.** LIMITED USE PERMIT 2771-0271
- **I.** LIMITED USE PERMIT 2771-0271 Exhibit A
- **J.** LIMITED USE PERMIT 2786-0231 TERMINATION LETTER
- **K.** LIMITED USE PERMIT 2786-0270
- **L.** LIMITED USE PERMIT 2786-0270 Exhibit A

4.7 Safe Streets for All Grant Request
- **A.** RESOLUTION

4.8 Accept 2023 Annual Report on Deer Hunt and Authorize Metro Bowhunters Resource Base to Conduct 2024 Deer Management Program
- **A.** RESOLUTION
- **B.** 2023 DEER HUNT RESULTS
- **C.** 2011-2023 DEER HUNT RESULTS
- **D.** 2015-2023 DEER/VEHICLE INCIDENT REPORT
- **E.** 2024 DEER HUNT ZONES
- **F.** 2023 AERIAL DEER SURVEY

4.9 Award Contract for ADA Accessible Pathways Project
- **A.** RESOLUTION
- **B.** BID SUMMARY
- **C.** LETTER OF RECCOMENDATION

4.10 Accept An Intensive Comprehensive Peace Officer Education and Training Grant from the Minnesota Department of Public Safety
- **A.** RESOUTION
- **B.** BUDGET AMENDMENT
- **C.** GRANT AGREEMENT

4.11 Accept a Firearms Storage Grant from the Minnesota Department of Public Safety
- **A.** RESOUTION
- **B.** BUDGET AMENDMENT
- **C.** GRANT AGREEMENT

4.12 Osseo Independent School District School Resource Officer Agreement
- **A.** RESOLUTION
- **B.** AGREEMENT

4.13 Approval of Meeting Minutes
- **A.** REGULAR CITY COUNCIL MEETING MINUTES, JANUARY 8, 2024
- **B.** REGULAR CITY COUNCIL MEETING MINUTES, JANUARY 22, 2024
- **C.** REGULAR CITY COUNCIL MEETING MINUTES, APRIL 8, 2024
- **D.** SPECIAL CITY COUNCIL MEETING MINUTES, APRIL 22, 2024
- **E.** RECONVENED BOARD OF APPEAL AND EQUALIZATION MEETING MINUTES, APRIL 22, 2024

4.14 Assignment of Alternate Liaison to the NW Tourism Board and Replacement of EDA Director Berggren on NW Tourism Board

The following items relate to the City Council's long-range policy-making responsibilities and are handled individually for appropriate debate and deliberation. (Those persons wishing to speak to any of the items listed in this section should fill out a speaker's form and give it to the City Clerk. Staff will present each item, following in which audience input is invited. Discussion will then be closed to the public and directed to the council table for action.)

5. PUBLIC HEARINGS

5.1 Authorizing the Issuance, Sale, and Delivery of its Multifamily Housing Revenue Bonds for the Decatur Landing Apartments Phase II Project

- **A.** RESOLUTION
- **B.** REGULATORY AGREEMENT
- **C.** JOINT POWERS AGREEMENT

6. LAND USE ACTIONS

None.

7. GENERAL ACTION ITEMS

7.1 Second Reading of the Prevailing Wage Ordinance

- **A**. ORDINANCE

7.2 Request by Council Member Tran to Travel to and Attend the League of Minnesota Cities Annual Conference from June 26-28, 2024

- **A**. TRAVEL POLICY

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

8. DISCUSSION ITEMS

None.

IV. VERBAL REPORTS AND ANNOUNCEMENTS

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

V. ADJOURNMENT

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

City of Brooklyn Park
Request for Council Action

Agenda Item:	3B.1	**Meeting Date:**	May 13, 2024
Agenda Section:	Public Presentations/ Proclamations/Receipt of General Communications	**Originating Department:**	Administration
Resolution:	N/A		
Ordinance:	N/A	**Prepared By:**	Katrina Dosher, Program Assistant
Attachments:	N/A	**Presented By:**	Mayor Hollies Winston
Item:	Recognition of Service by Commissioners		

City Manager's Proposed Action:

Recognize outgoing Commissioners for their years of service on the commissions.

Overview:

The purpose of this agenda item is to publicly recognize and thank outgoing commissioners for their contributions to the City of Brooklyn Park.

On November 11, 1996, the City Council adopted a policy for recognition of outgoing members to city boards and commissions. Under the policy, commissioners who serve at least three years on a commission receive a plaque, while commissioners who serve less than that receive a certificate or letter.

Plaques will be mailed to the commissioners who are unable to attend tonight's meeting.

Commissioners being recognized:

Name	Boards/Commissions	Years of Service
Teshite Wako	Budget Advisory Commission	4-14-16 to 4-1-24
Etta Gbeizon-Borner	Community Long-Range Improvement Commission	8-28-17 to 4-1-24
John Mark Hostetler	Human Rights Commission	3-13-18 to 4-1-24
Minn Wang	Human Rights Commission	9-23-19 to 4-1-24
John Kiekow	Planning Commission	3-12-18 to 4-1-24
Mark Nolen	Recreation and Parks Advisory Commission	5-9-16 to 4-1-24

(Not attending City Council Meeting. Please read names.)

Beauty Ojo	Community Long-Range Improvement Commission	3-8-21 to 4-1-24

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments: N/A

City of Brooklyn Park
Request for Council Action

Agenda Item:	3B.2	**Meeting Date:**	May 13, 2024
Agenda Section:	Public Presentations/ Proclamations/Receipt of General Communications	**Originating Department:**	Operations and Maintenance
Resolution:	N/A		
Ordinance:	N/A	**Prepared By:**	Dan Ruiz, O&M Director
Attachments:	1	**Presented By:**	Hollies Winston, Mayor
Item:	Mayor's Proclamation Declaring May 19-25, 2024 as "National Public Works Week" in the City of Brooklyn Park		

City Manager's Proposed Action:

The Mayor shall proclaim May 19-25, 2024 as "National Public Works Week" in the City of Brooklyn Park by one of the following:

1. "I, Hollies Winston, Mayor of the City of Brooklyn Park, Minnesota, do hereby proclaim May 19-25, 2024 as "National Public Works Week" in the City of Brooklyn Park."

OR

2. By reading the proclamation.

Overview:

During "National Public Works Week," communities throughout the United States celebrate the importance of public works services to the everyday lives of our residents. The 2024 theme is "Advancing Quality of Life for All."

Public works is the thread that connects us all, no matter where we live in the world. The "Advancing Quality of Life for All" theme illustrates how public works professionals contribute to and enhance the quality of life in all the communities they proudly serve.

Public works staff help keep communities strong by providing an infrastructure of services in transportation, water, wastewater, and stormwater treatment, public buildings and spaces, parks and grounds, emergency management and first response, solid waste, and right-of-way management. They are what make our communities great places to live and work. Join us in celebrating the quiet work these professionals do that makes life better for all of us.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments:

3B.2A PROCLAMATION

PROCLAMATION

DECLARING MAY 19-25, 2024 AS "NATIONAL PUBLIC WORKS WEEK" IN THE CITY OF BROOKLYN PARK

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of the City of Brooklyn Park; and

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and

WHEREAS, it is in the public interest for the residents, civic leaders and children in the City of Brooklyn Park to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and

WHEREAS, the year 2024 marks the 64th annual National Public Works Week sponsored by the American Public Works Association.

NOW THEREFORE, BE IT RESOLVED, I, Hollies Winston, Mayor of the City of Brooklyn Park, do hereby designate the week May 19-25, 2024 as National Public Works Week; I urge all residents to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

_____
Hollies Winston, Mayor

5200 85th Avenue North
Brooklyn Park, MN 55443

City of Brooklyn Park
Request for Council Action

Agenda Item:	3B.3	**Meeting Date:**	May 13, 2024
Agenda Section:	Public Presentations/ Proclamations/Receipt of General Communications	**Originating Department:**	Police
Resolution:	N/A		
Ordinance:	N/A	**Prepared By:**	Mark Bruley, Police Chief
Attachments:	1	**Presented By:**	Mayor Hollies Winston
Item:	Mayor's Proclamation of May 12 – 18, 2024, as "Police Week" in the City of Brooklyn Park		

City Manager's Proposed Action:

The Mayor shall proclaim May 12-May 18, 2024, as "Police Week" in the City of Brooklyn Park by one of the following:

1. "I, Hollies Winston, Mayor of the City of Brooklyn Park, Minnesota do hereby proclaim May 12 – 18, 2024 to be "Police Week" in the City of Brooklyn Park.

OR

2. By reading the proclamation.

Overview:

Every year, May 15 is nationally recognized as Officers' Memorial Day and the week in which it falls is recognized as National Police Week.

Acknowledgement of this event ensures that community members remember the duties, responsibilities, hazards, and sacrifice that their law enforcement endures safeguarding their community. It also commemorates law enforcement officers present and past for their dedication of service.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments:

3B.3A PROCLAMATION

PROCLAMATION

PROCLAIMING MAY 12 – 18, 2024 AS POLICE WEEK IN THE CITY OF BROOKLYN PARK

WHEREAS, the Congress and President of the United States have designated May 15 as Peace Officers' Memorial Day, and the week in which May 15 falls as National Police Week; and

WHEREAS, the members of Brooklyn Park Police Department play an essential role in safeguarding the rights and freedoms of Brooklyn Park; and

WHEREAS, it is important that all residents know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, protecting them against violence and disorder, and protecting the innocent; and

WHEREAS, the men and women of Brooklyn Park Police Department unceasingly provide a vital public service;

WHEREAS, during the week of May 12, 2024, the City of Brooklyn Park will observe Police Week to commemorate law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to the community, and in so doing have established a reputation for preserving the rights and security of all residents.

NOW, THEREFORE, I, Hollies Winston, Mayor of the City of Brooklyn Park, do hereby proclaim May 12 - 18, 2024, as Police Week and call upon all residents of Brooklyn Park to observe the 15th day of May, 2024, as Peace Officers' Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

_____
Hollies Winston, Mayor

Brooklyn Park

5200 85th Avenue North
Brooklyn Park, MN 55443

City of Brooklyn Park
Request for Council Action

Agenda Item:	4.1	**Meeting Date:**	May 13, 2024
Agenda Section:	Consent	**Originating Department:**	Operations and Maintenance
Resolution:	X	**Prepared By:**	Greg Hoag, Park & Building Maintenance Manager
Ordinance:	N/A		
Attachments:	2	**Presented By:**	Dan Ruiz, O&M Director; Greg Hoag, Park & Building Maintenance Manager
Item:	Approve the Purchase of a Field Line Sprayer and Truckster from Traqnology North America		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-_____ TO APPROVE THE PURCHASE OF A FIELD LINE SPRAYER AND TRUCKSTER FROM TRAQNOLOGY NORTH AMERICA.

Overview:

The replacement of the field line sprayer and truckster vehicles #7722 & #7328, are included in the 2024-2028 Capital Equipment Plan (CEP) as item #5609 and budgeted for $84,000.

Staff researched new GPS technology for athletic field line painting. This type of equipment is not yet available through any purchasing consortiums. Traqnology North America has a combination truckster/sprayer available. This purchase fits as a sole source purchase because of the technical assembly of the GPS sprayer on the truckster.

Primary Issues/Alternatives to Consider:
O&M staff recommend the purchase of the combination truckster/sprayer from Traqnology North America as presented.

Budgetary/Fiscal Issues:

The total cost of the combination truckster/sprayer is $63,952.85, which is within the budget or $84,000. Funding for this purchase will be from the Equipment Replacement Fund.

Attachments:

4.1A RESOLUTION
4.1B TRAQNOLOGY NORTH AMERICA QUOTE

RESOLUTION #2024-

RESOLUTION TO APPROVE THE PURCHASE
OF A FIELD LINE SPRAYER AND TRUCKSTER FROM TRAQNOLOGY NORTH AMERICA.

WHEREAS, a truckster and field line sprayer are included in the 2024-2028 CEP as item #5609 with a New World project #560924 and budgeted for $84,000.00 in the Equipment Replacement Fund; and

WHEREAS, this type of equipment is not yet available through any purchasing consortiums; and

WHEREAS, Traqnology North America has a combination truckster/sprayer available; and

WHEREAS this purchase fits as a sole source purchase because of the technical assembly of the GPS sprayer on the truckster; and

WHEREAS, the total cost of the combination truckster/sprayer is $63,952.85.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park to approve the purchase of a combination truckster/sprayer from Traqnology North America in the amount of $63,952.85.

Traqnology North America
510 N Main Ave
Ladd, IL 61329
traqnology-na.com

traqnology
Turf Tech GPS

Estimate

ADDRESS
Chris Sullivan
City of Brooklyn Park
5600 85th Ave N.
Brooklyn Park, MN 55443 USA

SHIP TO
Chris Sullivan
City of Brooklyn Park
5600 85th Ave. N.
Brooklyn Park, MN 55443 USA

ESTIMATE 1622
DATE 03/21/2024
EXPIRATION DATE 08/31/2024

DATE	PRODUCT/SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
03/21/2024	Full Kubota RTV 520 GPS Painter	2024 Kubota RTV520 GPS painter. Includes: Sportstraq GPS electronics package, iPad Air, app unlocks for all sports, Graco electric high-pressure painting system. First year Verizon cellular service for iPad.	1	62,250.85	62,250.85
03/22/2024	Misc	Kubota 520 Turn Signal kit	1	334.00	334.00
03/22/2024	Misc	Kubota 520 Windshield - upper glass and lower plastic	1	600.00	600.00
03/22/2024	Misc	Kubota 520 strobe light kit	1	318.00	318.00
03/22/2024	Kubota RTV520	Notes on Kubota RTV520: Power steering is required, not a Kubota factory option, Tranology adds to every unit. Other required accessories: New steering wheel to work with MDU, GPS mounting brackets, poly roof, and turf tires. $2,500 in additional cost to each unit.	1	0.00	0.00

ESTIMATE FOR A NEW FULLY BUILT KUBOTA GPS PAINT UNIT

Service fees for tech support, app updates, cellular data & RTK corrections bill on year two at $2,140.00. (Billed directly by Traqnology North America)

SUBTOTAL	63,502.85
SHIPPING	450.00
TOTAL	**$63,952.85**

Accepted By

Accepted Date

City of Brooklyn Park
Request for Council Action

Agenda Item:	4.2	**Meeting Date:**	May 13, 2024
Agenda Section:	Consent	**Originating Department:**	Operations and Maintenance
Resolution:	X	**Prepared By:**	Greg Hoag, Park & Building Maintenance Manager
Ordinance:	N/A		
Attachments:	1	**Presented By:**	Dan Ruiz, O&M Director; Greg Hoag, Park & Building Maintenance Manager
Item:	Accept Quote and Award Contract for CIP 2005-24 Trail Rehabilitation Project		

City Manager's Proposed Action:

MOTION_____, SECOND_____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-_____, ACCEPTING THE QUOTE AND AWARDING CONTRACT IN THE AMOUNT NOT TO EXCEED $174,924.00 TO NEW LOOK CONTRACTING FOR TRAIL REHABILITATION PROJECT, CIP 2005-24.

Overview:

Operations and Maintenance (O&M) staff rate the condition of city trails on an annual basis. Based on these ratings, O&M prioritizes trail improvements throughout the community. Based on recent condition assessments, there are several segments of trail throughout the city in need of rehabilitation. The plan is to reclaim 6" of material, remove the top 3" of gravel, and place a new 3" wear course down with minor restoration along the sides of the trail. This will have minimal impact to properties.

Under the current procurement policy for Brooklyn Park, the city can obtain quotes for projects under $175,000 versus creating plans and bidding the project. Staff reached out to four (4) contractors to submit quotes for several segments of trail for rehabilitation in September of 2023, the City Council awarded a project to New Look Contracting. New look Contracting is offering to honor their 2023 costs with the exception of an inflationary increase of $.35 per square yard for asphalt in 2024.

New Look Contracting has been a prime contractor and subcontractor on numerous projects similar in size and scope of this project in Brooklyn Park. The 2024-2028 Capital Improvement Plan includes $300,000 for trail rehabilitation.

Staff recommends the City Council award the contract to New Look Contracting.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues:

This project is scheduled for a 2024 completion and, in accordance with City policies, these costs will be paid for utilizing the Heritage Improvement Fund

Attachments:

4.2A RESOLUTION
4.2B MAP

RESOLUTION #2024-

RESOLUTION ACCEPTING THE QUOTE AND AWARDING CONTRACT IN THE AMOUNT NOT TO EXCEED $174,924.00 TO NEW LOOK CONTRACTING FOR TRAIL REHABILITATION PROJECT, CIP 2005-24

WHEREAS, the City Engineer prepared the information for the quotes for the following improvements to wit:

CIP 4003-24: Trail Rehabilitation; and

WHEREAS, in September 2023 quotes were received for trail rehabilitation; and

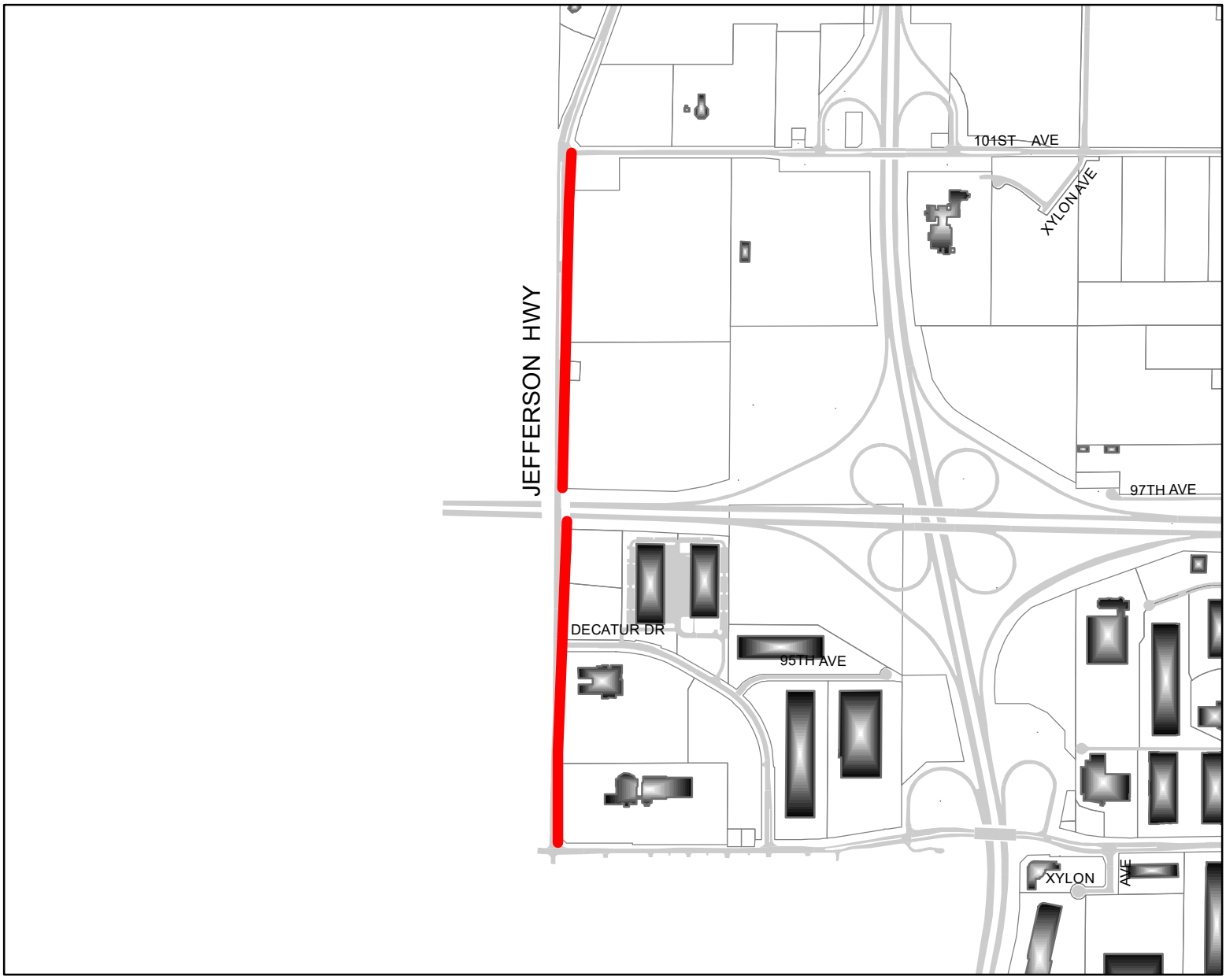
WHEREAS, New Look contracting is willing to honor their 2023 quotes with a $.35 inflationary cost increase per square yard of asphalt in 2024; and

WHEREAS, based on recent condition assessments, there are several segments of trail throughout the city in need of rehabilitation; and

WHEREAS, the Operations and Maintenance staff recommends award of a contract not to exceed $174,924.00 for the 2024 project to New Look Contracting.

NOW, THEREFORE, BE IT RESOLVED by the city council of the City of Brooklyn Park to award the 2024 trail rehabilitation project to New Look Contracting, in an amount not to exceed $174,924 and to authorize the Mayor and City Manager to enter into a contract.

PROJECT LOCATION MAP
2024 TRAIL REHABILITATION

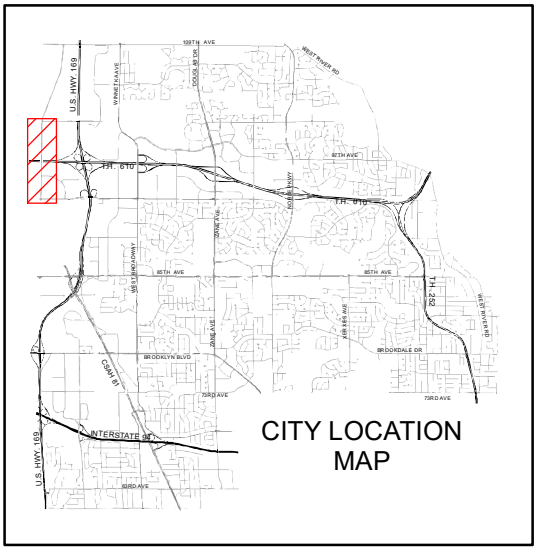


LEGEND

PROJECT LOCATIONS

N
W E
S

Date: 5/8/2024



City of Brooklyn Park
Request for Council Action

Agenda Item:	4.3	**Meeting Date:**	May 13, 2024
Agenda Section:	Consent	**Originating Department:**	Operations & Maintenance
Resolution:	X		
Ordinance:	N/A	**Prepared By:**	Greg Hoag, Park & Building Maintenance Manager
Attachments:	1	**Presented By:**	Dan Ruiz, Director of O&M Greg Hoag, Park & Building Maintenance Manager
Item:	Award the bid for the 2024-2025 Tree and Stump Removal Project to Precision Landscape and Tree Inc. for a total cost not to exceed $500,000		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024 _____ TO AWARD THE BID FOR THE 2024-2025 TREE AND STUMP REMOVAL PROJECT TO PRECISION LANDSCAPE AND TREE INC. FOR A TOTAL COST NOT TO EXCEED $500,000.

Overview:

The proposed tree and stump removal project is a continuation of the city's Emerald Ash Borer (EAB) management plan. The City Council has accepted several grants for EAB remediation and acceptance of the contract will assist staff in assigning trees for removal to a contractor.

This project was advertised in the Sun Post on April 25, 2024 for project O&M-PM-24-11 with a bid opening on May 2, 2024, at which time three (3) bids were received. The lowest responsible bid is from Precision Landscape and Tree Inc. at a cost of $359,500.

Proposal requests included pricing for eleven different size ranges of trees both in boulevard areas and in other public spaces. Staff estimated removal of 498 trees in various size classes. If additional grants are received in 2024 or 2025 staff would also use this bid cost for removal of additional trees up to the contracted value of $500,000.

Primary issues/alternatives to consider:

Operations & Maintenance staff recommend approval of the project as presented.

Budgetary/Fiscal Issues:

Funding for this contract can be accommodated from the following sources: Grant Funding from the 2023-2027 DNR Shade Tree Bonding Grant, The 2023-2024 Hennepin County Tree Canopy Grant, The Heritage Infrastructure Fund EAB Project, and the General Fund Forestry Budget.

Attachments:

4.3A RESOLUTION

RESOLUTION #2024-

TO AWARD THE BID FOR THE 2024-2025 TREE AND STUMP REMOVAL PROJECT TO PRECISION LANDSCAPE AND TREE INC. FOR A TOTAL COST NOT TO EXCEED $500,000

WHEREAS, a request for bid was advertised in the Sun Post on April 25, 2024 for tree and stump removal services; and

WHEREAS, on May 2, 2024 three (3) bids were received as follows:

Contractor	Total
Precision Landscape and Tree Inc.	$359,500.00
Wright Tree Service	$453,407.47 (Incomplete Bid)
Birch Tree Care	$642,074.00

WHEREAS, the lowest responsible bid for 498 trees is from Precision Landscape and Tree Inc., for $359,500.00; and

WHEREAS, if additional grant resources are received or additional trees are needed to be removed staff is requesting this contract be awarded at a cost not to exceed $500,000.00; and

WHEREAS, Funding for this contract can be accommodated from the following sources: Grant Funding from the 2023-2027 DNR Shade Tree Bonding Grant, The 2023-2024 Hennepin County Tree Canopy Grant, The Heritage Infrastructure Fund EAB Project, and the General Fund Forestry Budget.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park to award the bid for the 2024-2025 Tree and Stump Removal Project to Precision Landscape and Tree Inc., in the amount not to exceed $500,000.00.

City of Brooklyn Park
Request for Council Action

Agenda Item:	4.4	**Meeting Date:**	May 13, 2024
Agenda Section:	Consent	**Originating Department:**	Operations & Maintenance Department
Resolution:	X	**Prepared By:**	Greg Hoag, Park & Building Maintenance Manager
Ordinance:	N/A		
Attachments:	1	**Presented By:**	Dan Ruiz, O&M Director; Greg Hoag, Park & Building Maintenance Manager
Item:	Authorize the Repairs of Fire Damaged Salt Shed Lean-To Building at the Operations and Maintenance Facility		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-_____ AUTHORIZING STAFF TO ENTER INTO A REPAIR CONTRACT WITH RAK CONSTRUCTION INC. FOR THE REPAIRS OF FIRE DAMAGED SALT SHED LEAN-TO BUILDING AT THE OPERATIONS AND MAINTENANCE FACILITY, WITH FUNDING BEING PROVIDED BY AN AMENDMENT TO THE 2024 LOSS CONTROL INTERNAL SERVICE FUND BUDGET.

Overview:

On June 20, 2023 a fire occurred at the Operations and Maintenance Facility salt shed /lean-to building. Staff has been working with Wold Architects and Engineers as well as consulting with the League of Minnesota Cities, our insurance carrier, to determine the repairs needed and to obtain quotes to complete the work. It has been determined that half of the lean-to building needs to be replaced. Quotes were solicited from several contractors. The original contractor who built the building in 2017 quoted a cost of $164,958 for the repairs and RAK Construction has provided a quote of $ 91,319 for the repairs.

The purpose of the Loss Control Internal Service Fund is to pay for our insurance premiums, cover any losses the City experiences that fall within the deductible limits, and receive any insurance claim settlements. We have a $5,000 deductible per occurrence. Loss Control will coordinate the insurance payment from LMCIT, minus the $5,000 deductible.

Primary Issues/Alternatives to Consider:

This building provides cover for city owed equipment and supplies. If we do not proceed with this replacement, equipment and supplies will need to remain outside exposed to the weather. Operations and Maintenance staff recommend the repairs as proposed.

Budgetary/Fiscal Issues:

Proposals for repair were solicited from two companies. It is being recommended to award the work to the lowest bidder, RAK Construction for a cost of $91,319, plus any incidentals needed to complete the repairs. The costs for this replacement will come from the Loss Control Internal Service Fund's fund balance.

Attachments:

4.4A RESOLUTION

RESOLUTION #2024-

RESOLUTION AUTHORIZING STAFF TO ENTER INTO A REPAIR CONTRACT WITH RAK CONSTRUCTION INC. FOR THE REPAIRS OF FIRE DAMAGED SALT SHED LEAN-TO BUILDING AT THE OPERATIONS AND MAINTENANCE FACILITY, WITH FUNDING BEING PROVIDED BY AN AMENDMENT TO THE 2024 LOSS CONTROL INTERNAL SERVICE FUND BUDGET

WHEREAS, On June 20, 2023 a fire occurred at the Operations and Maintenance Facility salt shed /lean-to building and has been determined by our insurance adjustor that half of the building needs repairs/replacement; and

WHEREAS, the purpose of the Loss Control Internal Service Fund is to pay for our insurance premiums, cover any losses the City experiences that fall within the deductible limits, and receive any insurance claim settlements.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park that staff be authorized to enter into a purchase contract with RAK Construction, Inc. for the repairs/replacement of half of the Salt Shed Lean-To building; and

BE IT FURTHER RESOLVED that the funding is provided by amending the 2024 Loss Control Internal Service Fund budget in the amount of the purchase contract plus any incidentals needed to complete the repairs by reducing the Loss Control Internal Service Fund’s fund balance.

City of Brooklyn Park
Request for Council Action

Agenda Item:	4.5	**Meeting Date:**	May 13, 2024
Agenda Section:	Consent	**Originating Department:**	Community Development
Resolution:	N/A		
Ordinance:	N/A	**Prepared By:**	Megan Bookey, Program Assistant III
Attachments:	N/A	**Presented By:**	Keith Jullie, Rental and Business Licensing Manager
Item:	Approve a 3.2 Malt Liquor Off-Sale and Tobacco Licenses for APG MN LLC dba Amoco, Located at 8050 Lakeland Avenue North, Brooklyn Park, MN 55445		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO APPROVE A 3.2 MALT LIQUOR OFF-SALE LICENSE FOR APG MN LLC DBA AMOCO, LOCATED AT 8050 LAKELAND AVENUE NORTH, BROOKLYN PARK, MN 55445.

MOTION _____, SECOND _____, TO APPROVE A TOBACCO LICENSE FOR APG MN LLC DBA AMOCO, LOCATED AT 8050 LAKELAND AVENUE NORTH, BROOKLYN PARK, MN 55445.

Overview:

This is an existing business with new ownership which requires a new 3.2 off-sale and tobacco license for APG MN LLC dba Amoco located at 8050 Lakeland Avenue North in Brooklyn Park, Minnesota. Amoco also has a food license.

The police department has completed their investigation of the owners. There are currently no known code violations at this address and staff recommends approval of the 3.2 liquor and tobacco licenses.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments: N/A

City of Brooklyn Park
Request for Council Action

Agenda Item:	4.6	**Meeting Date:**	May 13, 2024
Agenda Section:	Consent	**Originating Department:**	Operations and Maintenance Engineering Services Division
Resolution:	X	**Prepared By:**	Craig Runnakko, Construction Engineer
Ordinance:	N/A		
Attachments:	12	**Presented By:**	Mitch Robinson, Interim City Engineer
Item:	Authorizing Mayor and City Manager to Execute Limited Use Permits with the Minnesota Department of Transportation for the Purpose of Maintaining and Operating Non-Motorized Trails Within the Right-Of-Ways of TH252, TH610 and TH94 in Control Sections 2748,2771 and 2786		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-_____ AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE LIMITED USE PERMITS WITH THE MINNESOTA DEPARTMENT OF TRANSPORTATION FOR THE PURPOSE OF MAINTAINING AND OPERATING NON-MOTORIZED TRAILS WITHIN THE RIGHT-OF-WAYS OF TH252, TH610 AND TH94 IN CONTROL SECTIONS 2748, 2771 AND 2786.

Overview:

Project CIP 2006 provides for the removal of the 5 foot sidewalk and replacement with a 8 foot bituminous trail along the east side of Zane Ave between 63rd Ave N and 69th Ave N as well as between 73rd Ave N and Brooklyn Blvd. As part of this State approval for this project MnDOT is requiring the City of Brooklyn Park to enter into a Limited Use Permit agreement to maintain and operate the non-motorized trail in MnDOT Right of Way over I-94.

The City currently has Limited Use Permits for maintaining and operating non-motorized trails at:

- 101st Ave bridge over TH169 (LUP 2750-0223)
- West River Road bridge over the TH252/TH610 (LUP 2771-005)
- The pedestrian bridge over TH610 between Noble Ave and TH252(LUP 2771-004)
- The trail leading to Lakeland Park south of TH694 and east of CSAH 81 (LUP2786-0231)

We have two Limited Use Permits that need updating at:

- Edinburgh Trail Pedestrian Bridge (Kara's Bridge) over TH252 north of 85th Ave including the non-motorized trails within the TH252 Right of Way (LUP 0217-004)
- The connection to Hennepin County Regional Trail System at TH610 Bridge over the Mississippi River (LUP 2748-019).

This council action will update expired permits and combine permits for the highway segments identified to save City staff time and resources when managing Limited Use Permits which are issued for a 10 year timeframe.

Staff recommends entering into and executing Limited Use Permits 2748-0272 on TH252, 2771-0271 on TH610 and 2786-0270 on TH94.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues:

There is no cost for a Limited Use Permit.

Attachments:
4.6A RESOLUTION
4.6B LIMITED USE PERMIT 2748-019 TERMINATION LETTER
4.6C LIMITED USE PERMIT 2748-0272
4.6D LIMITED USE PERMIT 2748-0272 Exhibit A
4.6E LIMITED USE PERMIT 2771-004 TERMINATION LETTER
4.6F LIMITED USE PERMIT 2771-005 TERMINATION LETTER
4.6G LIMITED USE PERMIT 0217-004 TERMINATION LETTER
4.6H LIMITED USE PERMIT 2771-0271
4.6I LIMITED USE PERMIT 2771-0271 Exhibit A
4.6J LIMITED USE PERMIT 2786-0231 TERMINATION LETTER
4.6K LIMITED USE PERMIT 2786-0270
4.6L LIMITED USE PERMIT 2786-0270 Exhibit A

RESOLUTION #2024-

RESOLUTION AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE LIMITED USE PERMITS WITH THE MINNESOTA DEPARTMENT OF TRANSPORTATION FOR THE PURPOSE OF MAINTAINING AND OPERATING NON-MOTORIZED TRAILS WITHIN THE RIGHT-OF-WAYS OF TH252, TH610 AND TH94 IN CONTROL SECTIONS 2748, 2771 AND 2786

WHEREAS, the City of Brooklyn Park requests to work cooperatively with MnDOT to maintain and operate a nonmotorized trail sections within the right of way of Trunk Highways 252, 610 and 94/694; and,

WHEREAS, said non-motorized trail system provides City residents and visitors with a transportation system that maximizes the health of people, the environment, and the economy in accordance with the State of Minnesota's Multi-modal Transportation plan; and

WHEREAS, the Minnesota Department of Transportation requires Limited Use Permits for trails within their rights-of-way:

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

1. The Mayor and the City Manager are authorized to execute the Limited Use Permits and their amendments, and that the City of Brooklyn Park enter into Limited Use Permit No. 2748-0272 on TH 252, Limited Use Permit No. 2771-0271 on TH 610 and Limited Use Permit No. 2786-0270 on TH 94 with the State of Minnesota, Department of Transportation to provide for maintenance and use by the City of Brooklyn Park upon, along and adjacent to Trunk Highway Nos. 252, 610 and 94 and the limits of which are defined in said Limited Use Permit.

DEPARTMENT OF TRANSPORTATION

Metro District Right of Way
1500 W. County Road B2
Roseville, MN 55113

Office Tel: 651-234-7500
Fax: 651-234-7708

April 15, 2024

City of Brooklyn Park
Mayor
Brooklyn Park City Hall
5200 - 85th Ave N.
Brooklyn Park, MN 55443-430

Subject: C.S. 2748 (T.H. 252)
LUP # 2748-019
Limited Use Permit for Pedestrian Bridge
Termination Notice

Dear Mayor Winston:

This letter serves as MnDOT's formal notice to terminate the Limited Use Permit referred to as #2748-019 by and between the State of Minnesota, Department of Transportation (MnDOT) and the City of Brooklyn Park.

This non-motorized trail Limited Use Permit is being renewed to bring the City into compliance with current Federal and State- regulations and policies. MNDOT will issue LUP # 2748-0272, included with this letter.

Effective on the issuance of Limited Use Permit # 2748-0272, MnDOT terminates these Limited Use Permits and such permits are null and void effective on such date.

If you have any questions or concerns, please contact me at: 651-234-7586 or e-mail Lisa.Dircks@state.mn.us.

Sincerely,

Lisa Dircks
Metro Limited Use Permit Facilitator

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION

LIMITED USE PERMIT

C.S. 2748 (T.H. 252)
County of Hennepin
LUP # 2748-0272
Permittee: City of Brooklyn Park
Expiration Date: 04/15/2034
Coop./Const. Agmt # N/A

In accordance with Minnesota Statutes Section 161.434, the State of Minnesota, through its Commissioner of Transportation, ("MnDOT"), hereby grants a Limited Use Permit (the "LUP") to City of Brooklyn Park, ("Permittee"), to use the area within the right of way of Trunk Highway No. 252 as shown in red on Exhibit "A", (the "Area") attached hereto and incorporated herein by reference. This Limited Use Permit is executed by the Permittee pursuant to resolution, a certified copy of which is attached hereto as Exhibit B.

Non-Motorized Trail

The Permittee's use of the Area is limited to only the constructing, maintaining and operating a nonmotorized trail and pedestrian bridge ("Facility") and the use thereof may be further limited by 23 C.F.R. 652 also published as the Federal-Aid Policy Guide.

The permittee agrees that this permit totally replaces and supersedes the previously issued Limited Use permit affecting the Area, specifically: The permit, # 2748-019, was issued on 3/7/2003 on CS 2748 (TH 252). Upon issuance of this permit the earlier issued permit is cancelled.

In addition, the following special provisions shall apply:

SPECIAL PROVISIONS

1. TERM. This LUP terminates at 11:59PM on 04/15/2034 ("Expiration Date") subject to the right of cancellation by MnDOT, with or without cause, by giving the Permittee ninety (90) days written notice of such cancellation. This LUP will not be renewed except as provided below.

   Provided this LUP has not expired or terminated, MnDOT may renew this LUP for a period of up to ten (10) years, provided Permittee delivers to MnDOT, not later than ninety (90) days prior to the Expiration Date, a written request to extend the term. Any extension of the LUP term will be under the same terms and conditions in this LUP, provided:

(a) At the time of renewal, MnDOT will review the Facility and Area to ensure the Facility and Area are compatible with the safe and efficient operation of the highway and the Facility and Area are in good condition and repair. If, in MnDOT's sole determination, modifications and repairs to the Facility and Area are needed, Permittee will perform such work as outlined in writing in an amendment of this LUP; and
(b) Permittee will provide to MnDOT a certified copy of the resolution from the applicable governmental body authorizing the Permittee's use of the Facility and Area for the additional term.

If Permittee's written request to extend the term is not timely given, the LUP will expire on the Expiration Date.

Permittee hereby voluntarily releases and waives any and all claims and causes of action for damages, costs, expenses, losses, fees and compensation arising from or related to any cancellation or termination of this LUP by MnDOT. Permittee agrees that it will not make or assert any claims for damages, costs, expenses, losses, fees and compensation based upon the existence, cancellation or termination of the LUP. Permittee agrees not to sue or institute any legal action against MnDOT based upon any of the claims released in this paragraph.

2. REMOVAL. Upon the Expiration Date or earlier termination, at the Permittee's sole cost and expense Permittee will:

(a) Remove the Facility and restore the Area to a condition satisfactory to the MnDOT District Engineer; and
(b) Surrender possession of the Area to MnDOT.

If, without MnDOT's written consent, Permittee continues to occupy the Area after the Expiration Date or earlier termination, Permittee will remain subject to all conditions, provisions, and obligations of this LUP, and further, Permittee will pay all costs and expenses, including attorney's fees, in any action brought by MnDOT to remove the Facility and the Permittee from the Area.

3. CONSTRUCTION. The construction, maintenance, and supervision of the Facility shall be at no cost or expense to MnDOT.

Before construction of any kind, the plans for such construction shall be approved in writing by the MnDOT's District Engineer. Approval in writing from MnDOT District Engineer shall be required for any changes from the approved plan.

The Permittee will construct the Facility at the location shown in the attached Exhibit "A", and in accordance with MnDOT-approved plans and specifications. Further, Permittee will construct the Facility using construction procedures compatible with the safe and efficient operation of the highway.

Upon completion of the construction of the Facility, the Permittee shall restore all disturbed slopes and ditches in such manner that drainage, erosion control and aesthetics are perpetuated.

The Permittee shall preserve and protect all utilities located on the lands covered by this LUP at no expense to MnDOT and it shall be the responsibility of the Permittee to call the Gopher State One Call System at 1-800-252-1166 at least 48 hours prior to performing any excavation.

Any crossings of the Facility over the trunk highway shall be perpendicular to the centerline of the highway and shall provide and ensure reasonable and adequate stopping sight distance.

4. MAINTENANCE. Any and all maintenance of the Facility shall be provided by the Permittee at its sole cost and expense, including, but not limited to, plowing and removal of snow and installation and removal of regulatory signs. No signs shall be placed on any MnDOT or other governmental agency sign post within the Area. MnDOT will not mark obstacles for users on trunk highway right of way.

5. USE. Other than as identified and approved by MnDOT, no permanent structures or no advertising devices in any manner, form or size shall be allowed on the Area. No commercial activities shall be allowed to operate upon the Area.

   Any use permitted by this LUP shall remain subordinate to the right of MnDOT to use the property for highway and transportation purposes. This LUP does not grant any interest whatsoever in land, nor does it establish a permanent park, recreation area or wildlife or waterfowl refuge. No rights to relocation benefits are established by this LUP.

   This LUP is non-exclusive and is granted subject to the rights of others, including, but not limited to public utilities which may occupy the Area.

6. APPLICABLE LAWS. This LUP does not release the Permittee from any liability or obligation imposed by federal law, Minnesota Statutes, local ordinances, or other agency regulations relating thereto and any necessary permits relating thereto shall be applied for and obtained by the Permittee.

   Permittee at its sole cost and expense, agrees to comply with, and provide and maintain the Area, Facilities in compliance with all applicable laws, rules, ordinances and regulations issued by any federal, state or local political subdivision having jurisdiction and authority in connection with said Area including the Americans with Disabilities Act (“ADA”). If the Area and Facilities are not in compliance with the ADA or other applicable laws MnDOT may enter the Area and perform such obligation without liability to Permittee for any loss or damage to Permittee thereby incurred, and Permittee shall reimburse MnDOT for the cost thereof, plus 10% of such cost for overhead and supervision within 30 days of receipt of MnDOT’s invoice.

7. CIVIL RIGHTS. The Permittee for itself, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event improvements are constructed, maintained, or otherwise operated on the Property described in this Limited Use Permit for a purpose for which a MnDOT activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Permittee will maintain and operate such improvements and services in compliance with all requirements imposed by the Acts and Regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation, Federal Highway Administration, (as may be amended) such that no person on the grounds of race, color, national origin, sex, age, disability, income-level, or limited English proficiency will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said improvements.

8. SAFETY. MnDOT shall retain the right to limit and/or restrict any activity, including the parking of vehicles and assemblage of Facility users, on the highway right of way over which this LUP is granted, so as to maintain the safety of both the motoring public and Facility users.

9. ASSIGNMENT. No assignment of this LUP is allowed.

10. IN WRITING. Except for those which are set forth in this LUP, no representations, warranties, or agreements have been made by MnDOT or Permittee to one another with respect to this LUP.

11. ENVIRONMENTAL. The Permittee shall not dispose of any materials regulated by any governmental or regulatory agency onto the ground, or into any body of water, or into any container on the State’s right of way. In the event of spillage of regulated materials, the Permittee shall notify in writing MnDOT’s District Engineer and shall provide for cleanup of the spilled material and of materials contaminated by the spillage in accordance with all applicable federal, state and local laws and regulations, at the sole expense of the Permittee.

12. MECHANIC’S LIENS. The Permittee (for itself, its contractors, subcontractors, its materialmen, and all other persons acting for, through or under it or any of them), covenants that no laborers', mechanics', or materialmens' liens or other liens or claims of any kind whatsoever shall be filed or maintained by it or by any subcontractor, materialmen or other person or persons acting for, through or under it or any of them against the work and/or against said lands, for or on account of any work done or materials furnished by it or any of them under any agreement or any amendment or supplement thereto.

13. NOTICES. All notices which may be given, by either party to the other, will be deemed to have been fully given when served personally on MnDOT or Permittee or when made in writing addressed as follows:

to Permittee at:

Mayor
City of Brooklyn Park
5200 85th Ave. No.
Brooklyn Park, MN 55443

and MNDOT at:

State of Minnesota
Department of Transportation
Metro District Right of Way
1500 W. County Road B2
Roseville, MN 55113

The address to which notices are mailed may be changed by written notice given by either party to the other.

14. **INDEMNIFICATION AND RELEASE**. Permittee shall indemnify, defend to the extent authorized by the Minnesota Attorney General's Office, hold harmless and release the State of Minnesota, its Commissioner of Transportation, employees, the FHWA, and any successors and assigns of the foregoing, from and against all claims, demands, and causes of action for injury to or death of persons or loss of or damage to property (including Permittee's property) occurring on the Area and Facility or arising out of or associated with Permittee's use and occupancy of the Area and Facility, regardless of whether such injury, death, loss, or damage (i) is caused in part by the negligence (but not the gross negligence or willful misconduct) of MnDOT or (ii) is deemed to be the responsibility of MnDOT because of its failure to supervise, inspect, or control the operations of Permittee or otherwise discover or prevent actions or operations of Permittee giving rise to liability to any person. Nothing in this LUP shall obligate Permittee to indemnify or save MnDOT harmless from (a) any gross negligence or willful misconduct of MnDOT or its employees, contractors, agents, or anyone for whom MnDOT is legally responsible, or (b) any claims, demands or causes of action not arising out of or associated with Permittee's occupancy or use of the Area and Facility.

Permittee hereby releases the State of Minnesota, its Commissioner of Transportation, employees, the FHWA, and any successors and assigns of the foregoing, from and against all claims, demands, suits, losses, costs, expenses, and causes of action for loss of or damages to the Area and Facility or to Permittee's property on or about the Area and Facility, except when such loss or damage is caused solely by the negligence of MnDOT or its employees, contractors, agents, or anyone for whom MnDOT is legally responsible.

MnDOT's liability is subject to the Minnesota Tort Claims Act, Minn. Stat. §3.736 and other applicable law.

MINNESOTA DEPARTMENT

OF TRANSPORTATION

RECOMMENDED FOR APPROVAL

By:_____
District Engineer
Date_____

APPROVED BY:

COMMISSIONER OF TRANSPORTATION

By:_____
Director, Office of Land Management
Date_____

CITY OF BROOKLYN PARK

By_____

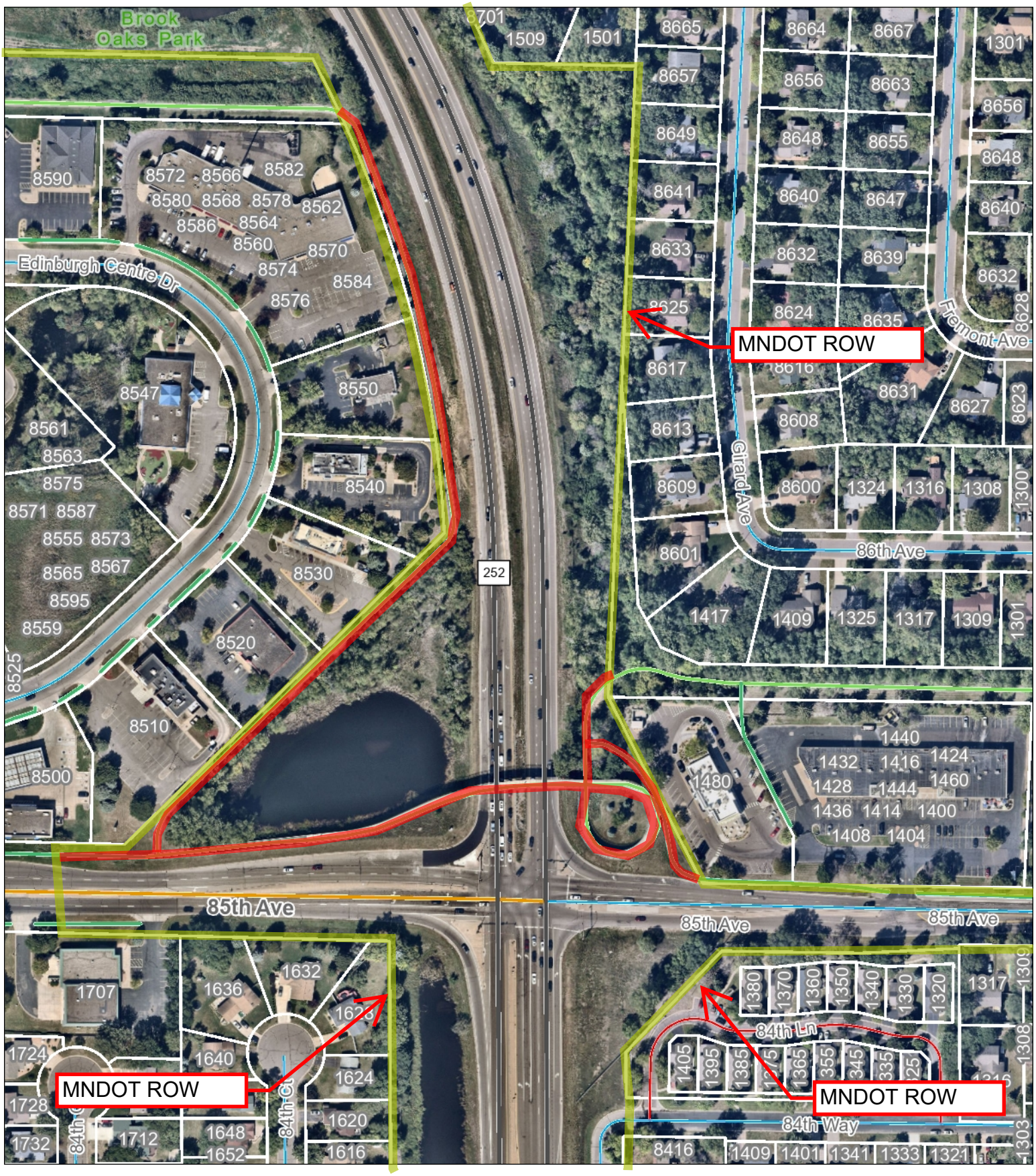
Its Mayor

And_____

Its City Manager

The Commissioner of Transportation by the execution of this permit certifies that this permit is necessary in the public interest and that the use intended is for public purposes.

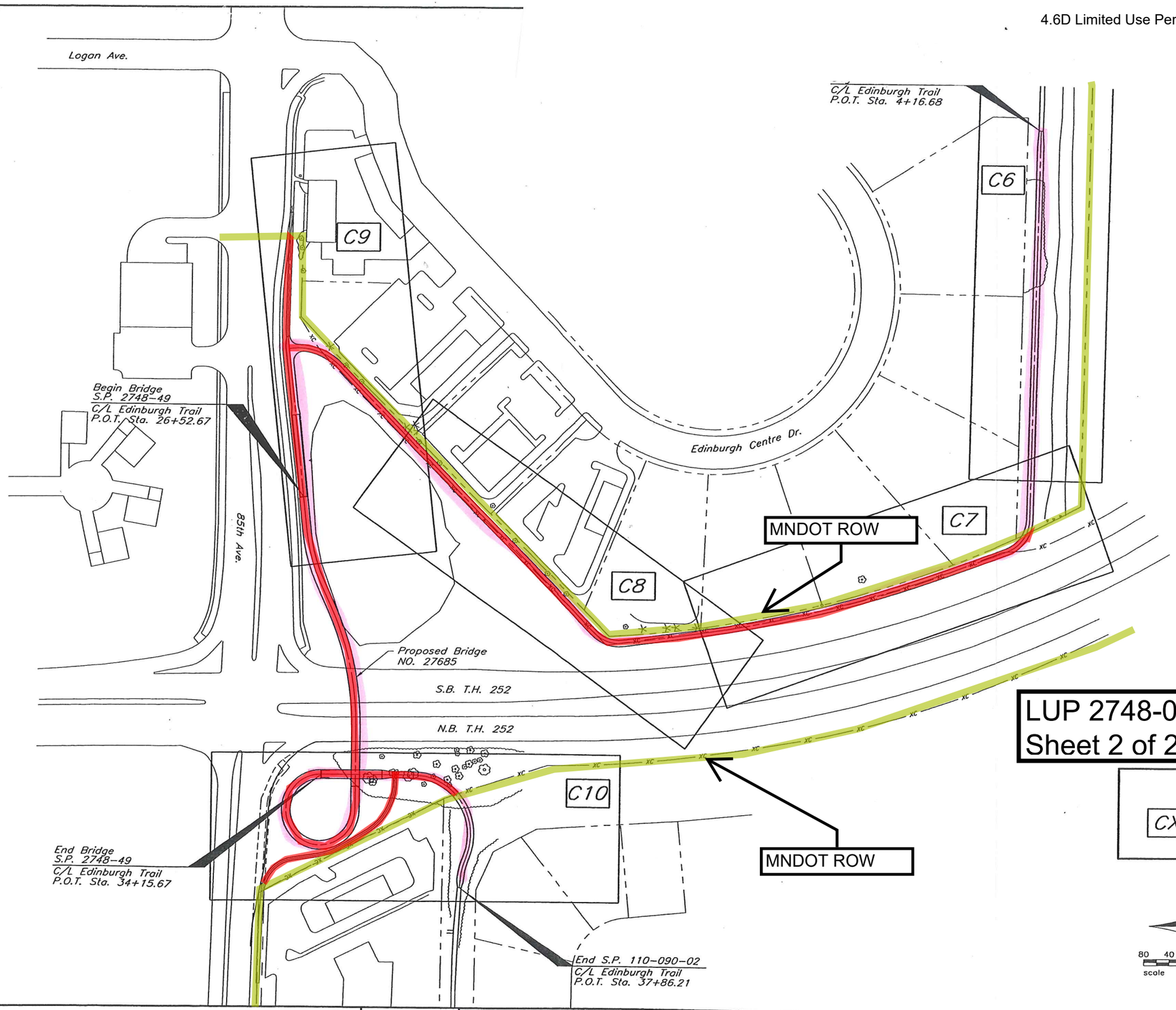
Area Overview



Map Scale = 1: 2,400

200 ft 1 in

Map provided by the City of Brooklyn Park, MN. This map is for general reference only. It is not for legal, engineering, or surveying use. Please contact the sources of the information if you desire more details. www.brooklynpark.org



LUP 2748-0272 Exhibit A
Sheet 2 of 2

LEGEND

CX — Plan And Profile Sheets

80 40 0 80
scale feet

NO	DATE	BY	CKD	APPR	REVISION

H:\Struc\003\4407\PLAN\FINAL\07genlay.dwg DEC. 12, 2002

STATE PROJ. NO.
2748-49 (BRIDGE)
110-090-02 (TRAIL)

BRIDGE NO.
27685

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
Print Name: LARRY A. ERICKSON
Date 12/12/02 License # 14546

		DATE
DRAWN BY	J. HAMRE	7/02
DESIGNED BY	K. SWEHLA	7/02
CHECKED BY	L. ERICKSON	7/02
COMM. NO.	0024407	

SRF CONSULTING GROUP, INC.

CITY OF BROOKLYN PARK
EDINBURGH TRAIL BRIDGE OVER T.H. 252
GENERAL LAYOUT 12

SHEET C1 OF C34

DEPARTMENT OF TRANSPORTATION

Metro District Right of Way
1500 W. County Road B2
Roseville, MN 55113

Office Tel: 651-234-7500
Fax: 651-234-7708

April 15, 2024

City of Brooklyn Park
Mayor
Brooklyn Park City Hall
5200 - 85th Ave N.
Brooklyn Park, MN 55443-430

Subject: C.S. 2771 (T.H. 610)
LUP # 2771-004
Limited Use Permit for Non-Motorized Trail
Termination Notice

Dear Mayor Winston:

This letter serves as MnDOT's formal notice to terminate the Limited Use Permit referred to as #2771-004 by and between the State of Minnesota, Department of Transportation (MnDOT) and the City of Brooklyn Park.

This non-motorized trail Limited Use Permit is being renewed to bring the City into compliance with current Federal and State regulations and policies. MNDOT will issue LUP # 2771-0271, included with this letter.

Effective on the issuance of Limited Use Permit # 2771-0271, MnDOT terminates these Limited Use Permits and such permits are null and void effective on such date.

If you have any questions or concerns, please contact me at: 651-234-7586 or e-mail Lisa.Dircks@state.mn.us.

Sincerely,

Lisa Dircks
Metro Limited Use Permit Facilitator

DEPARTMENT OF TRANSPORTATION

Metro District Right of Way
1500 W. County Road B2
Roseville, MN 55113

Office Tel: 651-234-7500
Fax: 651-234-7708

April 15, 2024

City of Brooklyn Park
Mayor
Brooklyn Park City Hall
5200 - 85th Ave N.
Brooklyn Park, MN 55443-430

Subject: C.S. 0217 (T.H. 610)
C.S. 2771 (T.H. 610)
LUP # 2771-005
Limited Use Permit for Bike Trail
Termination Notice

Dear Mayor Winston:

This letter serves as MnDOT's formal notice to terminate the Limited Use Permit referred to as #2771-005 by and between the State of Minnesota, Department of Transportation (MnDOT) and the City of Brooklyn Park.

This non-motorized trail Limited Use Permit is being renewed to bring the City into compliance with current Federal and State regulations and policies. MNDOT will issue LUP # 2771-0271, included with this letter.

Effective on the issuance of Limited Use Permit # 2771-0271, MnDOT terminates these Limited Use Permits and such permits are null and void effective on such date.

If you have any questions or concerns, please contact me at: 651-234-7586 or e-mail Lisa.Dircks@state.mn.us.

Sincerely,

Lisa Dircks
Metro Limited Use Permit Facilitator

DEPARTMENT OF TRANSPORTATION

Metro District Right of Way
1500 W. County Road B2
Roseville, MN 55113

Office Tel: 651-234-7500
Fax: 651-234-7708

April 15, 2024

City of Brooklyn Park
Mayor
Brooklyn Park City Hall
5200 - 85th Ave N.
Brooklyn Park, MN 55443-430

Subject: C.S. 0217 (T.H. 610)
LUP # 0217-004
Limited Use Permit for Bike Trail
Termination Notice

Dear Mayor Winston:

This letter serves as MnDOT's formal notice to terminate the Limited Use Permit referred to as #0217-004 by and between the State of Minnesota, Department of Transportation (MnDOT) and the City of Brooklyn Park.

This non-motorized trail Limited Use Permit is being renewed to bring the City into compliance with current Federal and State regulations and policies. MNDOT will issue LUP # 2771-0271, included with this letter.

Effective on the issuance of Limited Use Permit # 2771-0271, MnDOT terminates these Limited Use Permits and such permits are null and void effective on such date.

If you have any questions or concerns, please contact me at: 651-234-7586 or e-mail Lisa.Dircks@state.mn.us.

Sincerely,

Lisa Dircks
Metro Limited Use Permit Facilitator

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION

LIMITED USE PERMIT

C.S. 2771 (T.H. 610)
County of Hennepin
LUP # 2771-0271
Permittee: City of Brooklyn Park
Expiration Date: 04/12/2034
Coop./Const. Agmt # N/A

In accordance with Minnesota Statutes Section 161.434, the State of Minnesota, through its Commissioner of Transportation, ("MnDOT"), hereby grants a Limited Use Permit (the "LUP") to City of Brooklyn Park, ("Permittee"), to use the area within the right of way of Trunk Highway No. 610 as shown in red on Exhibit "A", (the "Area") attached hereto and incorporated herein by reference. This Limited Use Permit is executed by the Permittee pursuant to resolution, a certified copy of which is attached hereto as Exhibit B.

Non-Motorized Trail

The Permittee's use of the Area is limited to only the maintaining and operating of a seasonal (April 1st - October 31st) nonmotorized trail on TH 610; use of lockable gates for ingress/egress to the T.H. 610 controlled access right of way; the construction, maintaining and operating of a nonmotorized trail on West River Road; and the construction, maintaining and operating of a nonmotorized trail between 94th Avenue and Edinbrook Park including the TH 610 Pedestrian bridge. The foregoing shall be collectively referred to as the ("Facility"), and the use thereof may be further limited by 23 C.F.R. 652 also published as the Federal-Aid Policy Guide.

The permittee agrees that this permit totally replaces and supersedes the previously issued Limited Use permits affecting the Area, specifically: The first permit, #0217-004, was issued on 6/13/2000 on CS 0217 (TH 610). The second permit, #2771-004, was issued on 5/2/2000 on CS 2771 (TH 610). The third permit, #2771-005, was issued on 6/18/2000 on CS 2771 (TH 610). Upon issuance of this permit each of these earlier issued permits are cancelled.

In addition, the following special provisions shall apply:

SPECIAL PROVISIONS

1. TERM. This LUP terminates at 11:59PM on 04/12/2034 ("Expiration Date") subject to the right of cancellation by MnDOT, with or without cause, by giving the Permittee ninety (90) days written notice of such cancellation. This LUP will not be renewed except as provided below.

Provided this LUP has not expired or terminated, MnDOT may renew this LUP for a period of up to ten (10) years, provided Permittee delivers to MnDOT, not later than ninety (90) days prior to the Expiration Date, a written request to extend the term. Any extension of the LUP term will be under the same terms and conditions in this LUP, provided:

(a) At the time of renewal, MnDOT will review the Facility and Area to ensure the Facility and Area are compatible with the safe and efficient operation of the highway and the Facility and Area are in good condition and repair. If, in MnDOT's sole determination, modifications and repairs to the Facility and Area are needed, Permittee will perform such work as outlined in writing in an amendment of this LUP; and
(b) Permittee will provide to MnDOT a certified copy of the resolution from the applicable governmental body authorizing the Permittee's use of the Facility and Area for the additional term.

If Permittee's written request to extend the term is not timely given, the LUP will expire on the Expiration Date.

Permittee hereby voluntarily releases and waives any and all claims and causes of action for damages, costs, expenses, losses, fees and compensation arising from or related to any cancellation or termination of this LUP by MnDOT. Permittee agrees that it will not make or assert any claims for damages, costs, expenses, losses, fees and compensation based upon the existence, cancellation or termination of the LUP. Permittee agrees not to sue or institute any legal action against MnDOT based upon any of the claims released in this paragraph.

2. REMOVAL. Upon the Expiration Date or earlier termination, at the Permittee's sole cost and expense Permittee will:

(a) Remove the Facility and restore the Area to a condition satisfactory to the MnDOT District Engineer; and
(b) Surrender possession of the Area to MnDOT.

If, without MnDOT's written consent, Permittee continues to occupy the Area after the Expiration Date or earlier termination, Permittee will remain subject to all conditions, provisions, and obligations of this LUP, and further, Permittee will pay all costs and expenses, including attorney's fees, in any action brought by MnDOT to remove the Facility and the Permittee from the Area.

3. CONSTRUCTION. The construction, maintenance, and supervision of the Facility shall be at no cost or expense to MnDOT.

Before construction of any kind, the plans for such construction shall be approved in writing by the MnDOT's District Engineer. Approval in writing from MnDOT District Engineer shall be required for any changes from the approved plan.

The Permittee will construct the Facility at the location shown in the attached Exhibit "A", and in accordance with MnDOT-approved plans and specifications. Further, Permittee will construct the Facility using construction procedures compatible with the safe and efficient operation of the highway.

Upon completion of the construction of the Facility, the Permittee shall restore all disturbed slopes and ditches in such manner that drainage, erosion control and aesthetics are perpetuated.

The Permittee shall preserve and protect all utilities located on the lands covered by this LUP at no expense to MnDOT and it shall be the responsibility of the Permittee to call the Gopher State One Call System at 1-800-252-1166 at least 48 hours prior to performing any excavation.

Any crossings of the Facility over the trunk highway shall be perpendicular to the centerline of the highway and shall provide and ensure reasonable and adequate stopping sight distance.

4. MAINTENANCE. Any and all maintenance of the Facility, excepting that portion of the city trail located on MnDOT's new T.H. 610 bridge and bridge plaza (scenic overlook) shall be provided by the Permittee at its sole cost and expense, including, but not limited to, plowing and removal of snow and installation and removal of regulatory signs. No signs shall be placed on any MnDOT or other governmental agency sign post within the Area. MnDOT will not mark obstacles for users on trunk highway right of way. The Permittee shall preserve and protect MnDOT’s total access control to T.H. 610 at all times during the seasonal use of the city trail. Proper 30-day notice of its proposed schedule of city trail operations and all placement of seasonal closure warning signs shall be the responsibility of the Permittee. MnDOT will control the proposed lockable gate to be located on, or near, the T.H. 610 bridge plaza (scenic overlook) and Permittee's seasonal access to the bridge will be allowed only after proper notice is given to the Metro Division Dispatcher, Waters Edge Office, Phone: (651) 582-1550. MnDOT will accommodate the Permittee's need for temporary off-season maintenance of the city trail facilities by allowing the Permittee to place its lock, in tandem with the State's, at a proposed lockable gate to be located along the State's southerly right of way line.

5. USE. Other than as identified and approved by MnDOT, no permanent structures or no advertising devices in any manner, form or size shall be allowed on the Area. No commercial activities shall be allowed to operate upon the Area.

Any use permitted by this LUP shall remain subordinate to the right of MnDOT to use the property for highway and transportation purposes. This LUP does not grant any interest

whatsoever in land, nor does it establish a permanent park, recreation area or wildlife or waterfowl refuge. No rights to relocation benefits are established by this LUP.

This LUP is non-exclusive and is granted subject to the rights of others, including, but not limited to public utilities which may occupy the Area.

6. APPLICABLE LAWS. This LUP does not release the Permittee from any liability or obligation imposed by federal law, Minnesota Statutes, local ordinances, or other agency regulations relating thereto and any necessary permits relating thereto shall be applied for and obtained by the Permittee.

Permittee at its sole cost and expense, agrees to comply with, and provide and maintain the Area, Facilities in compliance with all applicable laws, rules, ordinances and regulations issued by any federal, state or local political subdivision having jurisdiction and authority in connection with said Area including the Americans with Disabilities Act ("ADA"). If the Area and Facilities are not in compliance with the ADA or other applicable laws MnDOT may enter the Area and perform such obligation without liability to Permittee for any loss or damage to Permittee thereby incurred, and Permittee shall reimburse MnDOT for the cost thereof, plus 10% of such cost for overhead and supervision within 30 days of receipt of MnDOT's invoice.

7. CIVIL RIGHTS. The Permittee for itself, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event improvements are constructed, maintained, or otherwise operated on the Property described in this Limited Use Permit for a purpose for which a MnDOT activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Permittee will maintain and operate such improvements and services in compliance with all requirements imposed by the Acts and Regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation, Federal Highway Administration, (as may be amended) such that no person on the grounds of race, color, national origin, sex, age, disability, income-level, or limited English proficiency will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said improvements.

8. SAFETY. MnDOT shall retain the right to limit and/or restrict any activity, including the parking of vehicles and assemblage of Facility users, on the highway right of way over which this LUP is granted, so as to maintain the safety of both the motoring public and Facility users.

9. ASSIGNMENT. No assignment of this LUP is allowed.

10. IN WRITING. Except for those which are set forth in this LUP, no representations, warranties, or agreements have been made by MnDOT or Permittee to one another with respect to this LUP.

11. ENVIRONMENTAL. The Permittee shall not dispose of any materials regulated by any governmental or regulatory agency onto the ground, or into any body of water, or into any

container on the State's right of way. In the event of spillage of regulated materials, the Permittee shall notify in writing MnDOT's District Engineer and shall provide for cleanup of the spilled material and of materials contaminated by the spillage in accordance with all applicable federal, state and local laws and regulations, at the sole expense of the Permittee.

12. MECHANIC'S LIENS. The Permittee (for itself, its contractors, subcontractors, its materialmen, and all other persons acting for, through or under it or any of them), covenants that no laborers', mechanics', or materialmens' liens or other liens or claims of any kind whatsoever shall be filed or maintained by it or by any subcontractor, materialmen or other person or persons acting for, through or under it or any of them against the work and/or against said lands, for or on account of any work done or materials furnished by it or any of them under any agreement or any amendment or supplement thereto.

13. NOTICES. All notices which may be given, by either party to the other, will be deemed to have been fully given when served personally on MnDOT or Permittee or when made in writing addressed as follows: to Permittee at:

Mayor
City of Brooklyn Park
5200 85th Ave. No.
Brooklyn Park, MN 55443

and to MnDOT at:

State of Minnesota
Department of Transportation
Metro District Right of Way
1500 W. County Road B2
Roseville, MN 55113

The address to which notices are mailed may be changed by written notice given by either party to the other.

14. **INDEMNIFICATION AND RELEASE**. Permittee shall indemnify, defend to the extent authorized by the Minnesota Attorney General's Office, hold harmless and release the State of Minnesota, its Commissioner of Transportation, employees, the FHWA, and any successors and assigns of the foregoing, from and against all claims, demands, and causes of action for injury to or death of persons or loss of or damage to property (including Permittee's property) occurring on the Area and Facility or arising out of or associated with Permittee's use and occupancy of the Area and Facility, regardless of whether such injury, death, loss, or damage (i) is caused in part by the negligence (but not the gross negligence or willful misconduct) of MnDOT or (ii) is deemed to be the responsibility of MnDOT because of its failure to supervise, inspect, or control the operations of Permittee or otherwise discover or prevent actions or operations of Permittee giving rise to liability to any person. Nothing in this LUP shall obligate

Permittee to indemnify or save MnDOT harmless from (a) any gross negligence or willful misconduct of MnDOT or its employees, contractors, agents, or anyone for whom MnDOT is legally responsible, or (b) any claims, demands or causes of action not arising out of or associated with Permittee's occupancy or use of the Area and Facility.

Permittee hereby releases the State of Minnesota, its Commissioner of Transportation, employees, the FHWA, and any successors and assigns of the foregoing, from and against all claims, demands, suits, losses, costs, expenses, and causes of action for loss of or damages to the Area and Facility or to Permittee's property on or about the Area and Facility, except when such loss or damage is caused solely by the negligence of MnDOT or its employees, contractors, agents, or anyone for whom MnDOT is legally responsible.

MnDOT's liability is subject to the Minnesota Tort Claims Act, Minn. Stat. §3.736 and other applicable law.

MINNESOTA DEPARTMENT

OF TRANSPORTATION

RECOMMENDED FOR APPROVAL

By:_____
District Engineer

Date_____

APPROVED BY:

COMMISSIONER OF TRANSPORTATION

By:_____
Director, Office of Land Management

Date_____

The Commissioner of Transportation by the execution of this permit certifies that this permit is necessary in the public interest and that the use intended is for public purposes.

CITY OF BROOKLYN PARK

By_____

Its Mayor

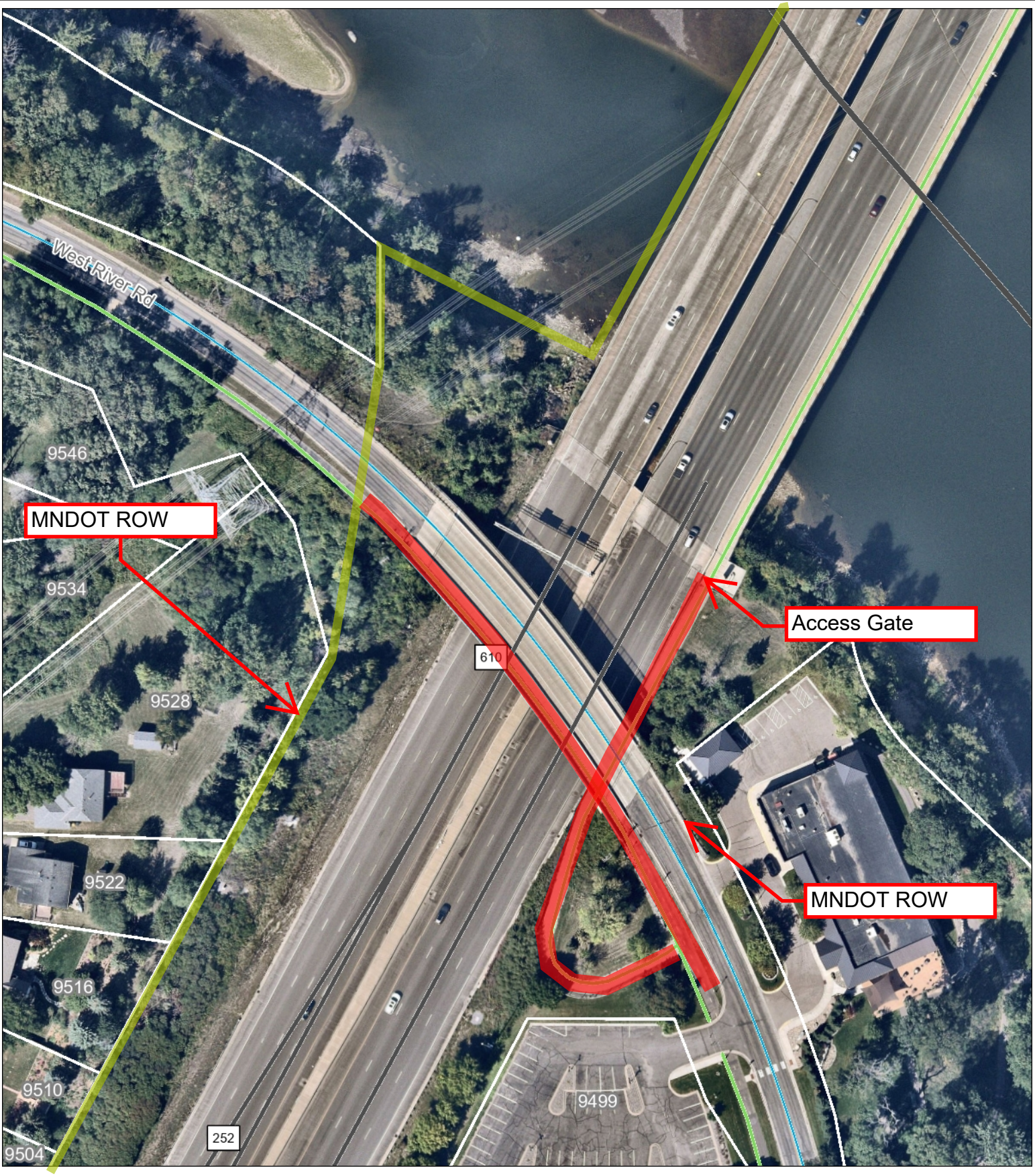
And_____

Its City Manager

LUP 2771-0271 Exhibit A, Sheet 1 of 7

Area Overview

Brooklyn Park
Unique. United. Undiscovered.



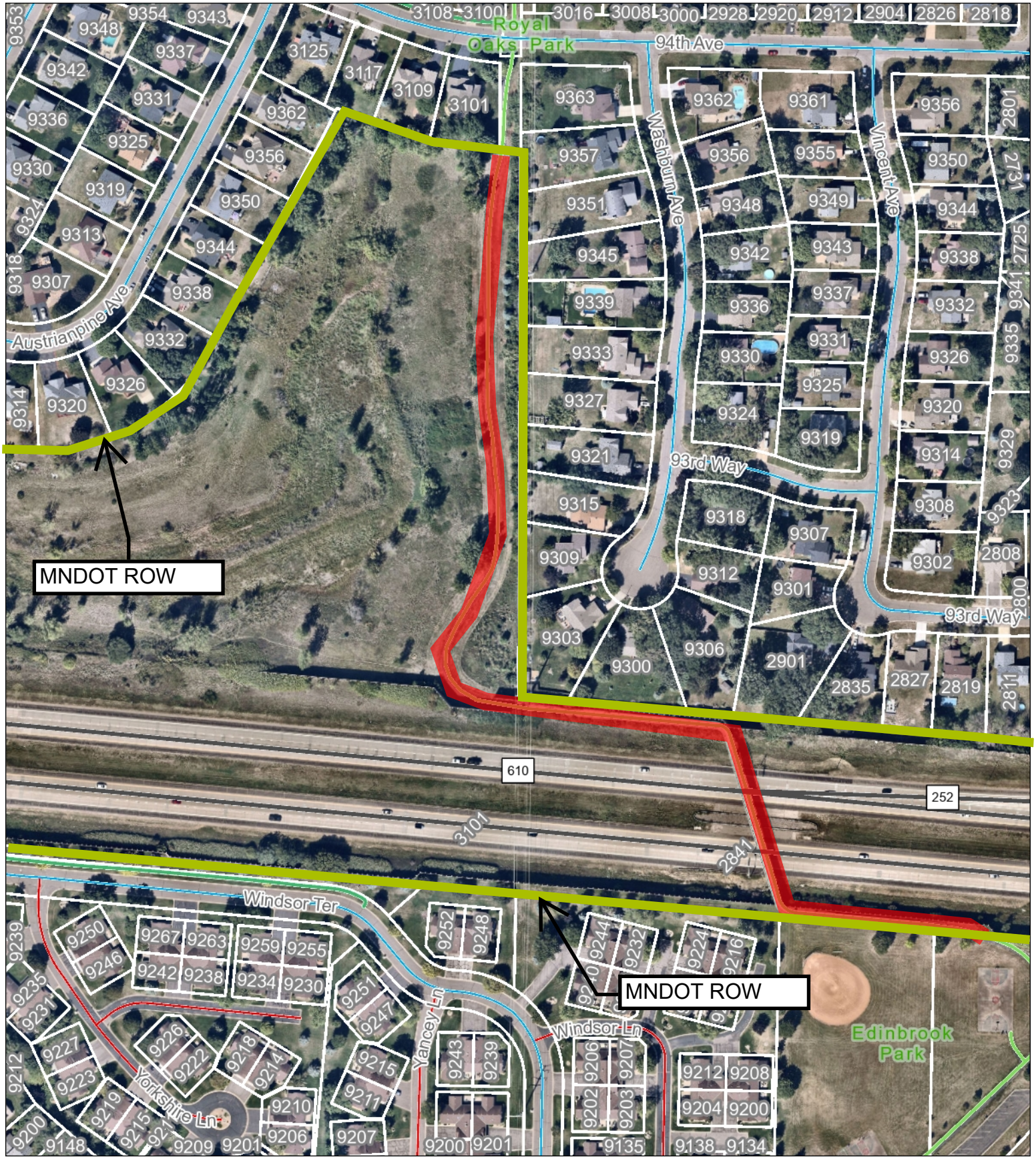
Map Scale = 1: 1,200

100 ft 1 in

Map provided by the City of Brooklyn Park, MN. This map is for general reference only. It is not for legal, engineering, or surveying use. Please contact the sources of the information if you desire more details. www.brooklynpark.org

LUP 27710271 Exhibit A Sheet 2 of 7
Area Overview

Brooklyn Park
Unique. United. Undiscovered.



Map Scale = 1: 2,400

200 ft 1 in

Map provided by the City of Brooklyn Park, MN. This map is for general reference only. It is not for legal, engineering, or surveying use. Please contact the sources of the information if you desire more details. www.brooklynpark.org

EXHIBIT A

: CONSTRUCTION LIMITS TO BE DETERMINED, BUT WILL BE WITHIN R/W. SHOWN ON THIS LAYOUT

RAMP CONST.

WB610

EB610C

BR FILE NO. 27244

INPLACE NO. 27

access gate

CONSTRUCTION LIMITS

B30 B31 B29 B34 B832 36

MATCH LINE C

CAST
AT QU

B28

157,200
67,600

PERMANENT EASEMENT
PARCEL 36

MATC

TRAIL

M.W.C.C. EASEMENT 35'

PARK

PARCEL 36

SE1/4 - SE1/4

N

T.119 N. R.21 W.
10 11
15 14
R.21 W. T.119 N.

B833

36

+700 +800 +900

130.0'

43 41

183.0'

+700 +800 +900 TH

TH 61B

OUTLOT A

PARCEL 43

WEST LINE OF GLEN ECHO
VILLAS OF EDINBURGH 2ND

41

43

B801

OUTLOT B

1 9 2

T.E. PAR. 43A

TERRACE

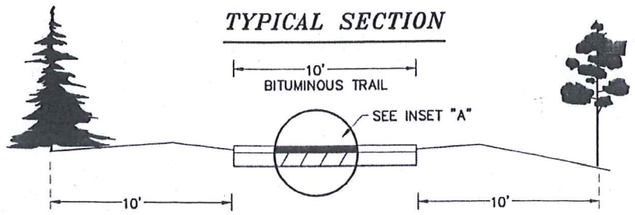
R

AS OF EDINBURGH 1 4 1 1 4 12 1

EXHIBIT A

4.6l Limited Use Permit 2771-0271 Exhibit A

TYPICAL SECTION



DENOTES PINE TREE

DENOTES BENCH

DENOTES WASTE RECEPTACLE

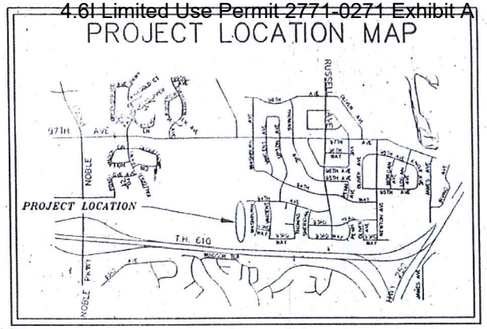
DENOTES DECIDUOUS TREE

THE CITY WILL CONSIDER USING WILDFLOWER SEED MIX AND NATIVE GRASSES IN THE PLANTING AREAS.

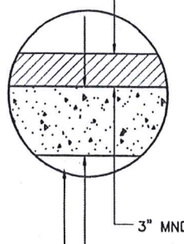
GRAPHIC SCALE

(IN FEET)
1 inch = 50 ft

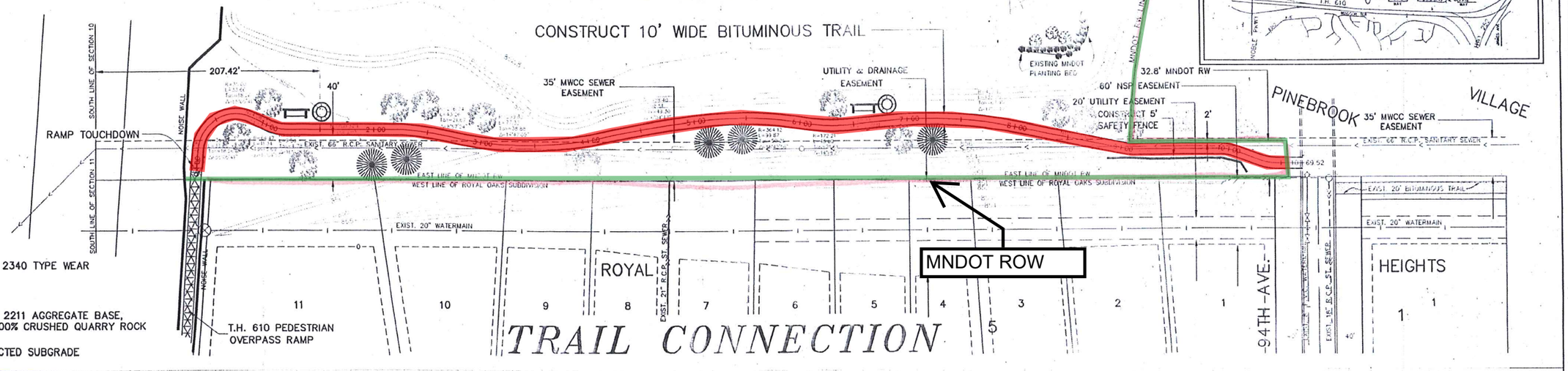
PROJECT LOCATION MAP



INSET "A"



CONSTRUCT 10' WIDE BITUMINOUS TRAIL



TRAIL CONNECTION

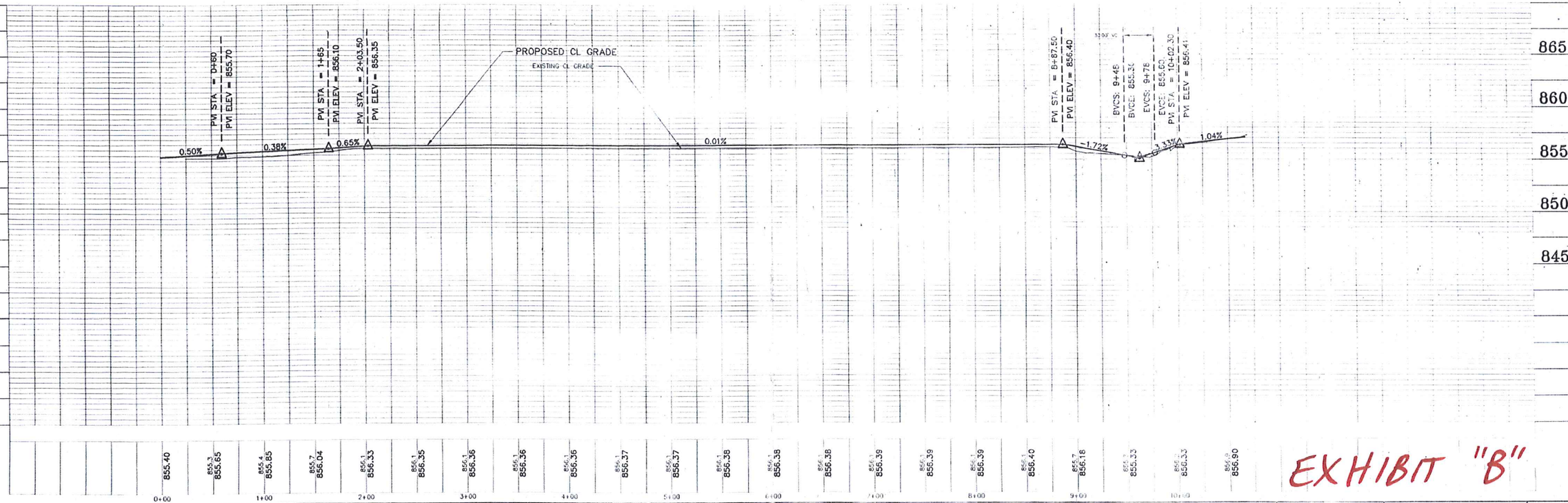


EXHIBIT "B"

NO.	DATE	BY	CKD	REVISION
1	2-2-00	KW	JH	ALIGNMENT REVISION

CITY OF BROOKLYN PARK
ENGINEERING
5200 85TH AVE. N.
BROOKLYN PARK, MN. 55443
PH# 612/493-8100
FAX# 612/493-8391

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

DATE 2-28-2000 REG.NO 20377

DORAN COTE, P.E. CITY ENGINEER

TRAIL CONNECTION
T.H. 610 PED BRIDGE TO 94TH AVENUE

CITY PROJ. NO. M-1299	DRAWN BY K.A.W.	DATE APPROVED ?
CITY IMPROV. NO.	DESIGNED BY J.G.H.	HORIZ. SCALE 1"=50'
STATE AID PROJ. NO.	CHECKED BY D.M.C.	VERT. SCALE 1"=5'

SHEET 1 OF 3
27

Region 5 - Minnesota Division
Form 415.5 1-19-99

USE OF RIGHT-OF-WAY AIRSPACE

To: Mr. Elwyn Tinklenberg Commissioner Department of Transportation MS 631, Transportation Building St. Paul, Minnesota 55155	Re: 7300 Fed. No.: NA C.S. No.: 2771 (610=333) 901 Hennepin County Bicycle and Pedestrian Trail
Type of Action: Limited Use Permit for the City of Brooklyn Park governing the operations of a bicycle and pedestrian trail and the use of lockable gates within T.H. 610 right-of-way.	
Limiting Conditions and/or Comments: NONE	PEK/pk Orig. & 2 cc Linzie 1 cc R/W w/Letter & Map 1cc MnDOT-Neal Bartelt (MS632)
Approved by FHWA X	Disapproved by FHWA _____
Peter E. Kiernan, Division Right-of-Way Officer	Date: 5/18/00

If Federal funds in right-of-way, please complete the following and return to:

FHWA, Division Right-of-Way Officer

Parcel No.	Federal Project Credited	Amount	Date

Schedule No(s): _____

Right-of-Way Accounting	Date:

Region 5 - Minnesota Division
Form 415.5 1-19-99

USE OF RIGHT-OF-WAY AIRSPACE

To: Mr. Elwyn Tinklenberg Commissioner Department of Transportation MS 631, Transportation Building St. Paul, Minnesota 55155	Re: 7300 Fed. No.: NA C.S. No.: 2771 (610=333)902 Hennepin County Non-Motorized Recreational Trail
Type of Action: Limited Use Permit for the City of Brooklyn Park to construct, maintain, and operate a non-motorized recreational trail within TH 610 right-of-way.	
Limiting Conditions and/or Comments: NONE	PEK/pk Orig. & 2 cc Linzie 1 cc R/W w/Letter & Map 1cc MnDOT-Neal Bartelt (MS632)
Approved by FHWA X	Disapproved by FHWA _____
Peter E. Kiernan, Division Right-of-Way Officer	Date: 4/7/00

If Federal funds in right-of-way, please complete the following and return to:

FHWA, Division Right-of-Way Officer

Parcel No.	Federal Project Credited	Amount	Date

Schedule No(s): _____

Right-of-Way Accounting	Date:

DEPARTMENT OF TRANSPORTATION

Metro District Right of Way
1500 W. County Road B2
Roseville, MN 55113

Office Tel: 651-234-7500
Fax: 651-234-7708

April 16, 2024

City of Brooklyn Park
Mayor
City of Brooklyn Park
5200 85th Ave. No.
Brooklyn Park, MN 55443

Subject: C.S. 2786 (T.H. 94)
LUP # 2786-0231
Limited Use Permit for Non-Motorized Trail
Termination Notice

Dear Mayor Winston:

This letter serves as MnDOT's formal notice to terminate the Limited Use Permit referred to as #2786-0231 by and between the State of Minnesota, Department of Transportation (MnDOT) and the City of Brooklyn Park.

This non-motorized trail Limited Use Permit is being combined with 2 other trail areas within this control section to save City staff time and resources when managing Limited Use Permits. MNDOT will issue LUP # 2786-0270, included with this letter.

Effective on the issuance of Limited Use Permit # 2786-0270, MnDOT terminates these Limited Use Permits and such permits are null and void effective on such date.

If you have any questions or concerns, please contact me at: 651-234-7586 or e-mail Lisa.Dircks@state.mn.us.

Sincerely,

Lisa Dircks
Metro Limited Use Permit Facilitator

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION

LIMITED USE PERMIT

C.S. 2786 (T.H. 94)
County of Hennepin
LUP # 2786-0270
Permittee: City of Brooklyn Park
Expiration Date: 03/26/2034
Coop./Const. Agmt # N/A

In accordance with Minnesota Statutes Section 161.434, the State of Minnesota, through its Commissioner of Transportation, ("MnDOT"), hereby grants a Limited Use Permit (the "LUP") to City of Brooklyn Park, ("Permittee"), to use the area within the right of way of Trunk Highway No. 94 as shown in red on Exhibit "A", (the "Area") attached hereto and incorporated herein by reference. This Limited Use Permit is executed by the Permittee pursuant to resolution, a certified copy of which is attached hereto as Exhibit B.

Non-Motorized Trail

The Permittee's use of the Area is limited to only the constructing, maintaining and operating a nonmotorized trail on Boone Avenue; the constructing, maintaining and operating a nonmotorized trail from CSAH 81 to Lakeland Park; and the constructing, maintaining and operating a nonmotorized trail on Zane Avenue. The foregoing shall be collectively referred to as the ("Facility"), and the use thereof may be further limited by 23 C.F.R. 652 also published as the Federal-Aid Policy Guide.

The permittee agrees that this permit totally replaces and supersedes the previously issued Limited Use permit affecting the Area, specifically: The permit, #2786-0231, was issued on 7/15/2021 on CS 2786 (TH 94). Upon issuance of this permit the earlier issued permit is cancelled.

Final execution of this LUP is subject to review and concurrence by the Federal Highway Administration (FHWA). Should such concurrence by FHWA be denied or rescinded, this LUP shall be subject to cancellation as set forth in Section 1, TERM.

In addition, the following special provisions shall apply:

SPECIAL PROVISIONS

1. TERM. This LUP terminates at 11:59PM on 03/26/2034 ("Expiration Date") subject to the right of cancellation by MnDOT, with or without cause, by giving the Permittee ninety (90) days written notice of such cancellation. This LUP will not be renewed except as provided below.

   Provided this LUP has not expired or terminated, MnDOT may renew this LUP for a period of up to ten (10) years, provided Permittee delivers to MnDOT, not later than ninety (90) days prior to the Expiration Date, a written request to extend the term. Any extension of the LUP term will be under the same terms and conditions in this LUP, provided:

   (a) At the time of renewal, MnDOT will review the Facility and Area to ensure the Facility and Area are compatible with the safe and efficient operation of the highway and the Facility and Area are in good condition and repair. If, in MnDOT's sole determination, modifications and repairs to the Facility and Area are needed, Permittee will perform such work as outlined in writing in an amendment of this LUP; and
   (b) Permittee will provide to MnDOT a certified copy of the resolution from the applicable governmental body authorizing the Permittee's use of the Facility and Area for the additional term.

   If Permittee's written request to extend the term is not timely given, the LUP will expire on the Expiration Date.

   Permittee hereby voluntarily releases and waives any and all claims and causes of action for damages, costs, expenses, losses, fees and compensation arising from or related to any cancellation or termination of this LUP by MnDOT. Permittee agrees that it will not make or assert any claims for damages, costs, expenses, losses, fees and compensation based upon the existence, cancellation or termination of the LUP. Permittee agrees not to sue or institute any legal action against MnDOT based upon any of the claims released in this paragraph.

2. REMOVAL. Upon the Expiration Date or earlier termination, at the Permittee's sole cost and expense Permittee will:

   (a) Remove the Facility and restore the Area to a condition satisfactory to the MnDOT District Engineer; and
   (b) Surrender possession of the Area to MnDOT.

   If, without MnDOT's written consent, Permittee continues to occupy the Area after the Expiration Date or earlier termination, Permittee will remain subject to all conditions, provisions, and obligations of this LUP, and further, Permittee will pay all costs and expenses, including attorney's fees, in any action brought by MnDOT to remove the Facility and the Permittee from the Area.

3. CONSTRUCTION. The construction, maintenance, and supervision of the Facility shall be at no cost or expense to MnDOT.

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10. IN WRITING. Except for those which are set forth in this LUP, no representations, warranties, or agreements have been made by MnDOT or Permittee to one another with respect to this LUP.

11. ENVIRONMENTAL. The Permittee shall not dispose of any materials regulated by any governmental or regulatory agency onto the ground, or into any body of water, or into any container on the State's right of way. In the event of spillage of regulated materials, the Permittee shall notify in writing MnDOT's District Engineer and shall provide for cleanup of the spilled material and of materials contaminated by the spillage in accordance with all applicable federal, state and local laws and regulations, at the sole expense of the Permittee.

12. MECHANIC'S LIENS. The Permittee (for itself, its contractors, subcontractors, its materialmen, and all other persons acting for, through or under it or any of them), covenants that no laborers', mechanics', or materialmens' liens or other liens or claims of any kind whatsoever shall be filed

or maintained by it or by any subcontractor, materialmen or other person or persons acting for, through or under it or any of them against the work and/or against said lands, for or on account of any work done or materials furnished by it or any of them under any agreement or any amendment or supplement thereto.

13. NOTICES. All notices which may be given, by either party to the other, will be deemed to have been fully given when served personally on MnDOT or Permittee or when made in writing addressed as follows:

to Permittee at:	and to MnDOT at:
Mayor	State of Minnesota
City of Brooklyn Park	Department of Transportation
5200 85th Ave. No.	Metro District Right of Way
Brooklyn Park, MN 55443	1500 W. County Road B2
	Roseville, MN 55113

The address to which notices are mailed may be changed by written notice given by either party to the other.

14. **INDEMNIFICATION AND RELEASE**. Permittee shall indemnify, defend to the extent authorized by the Minnesota Attorney General's Office, hold harmless and release the State of Minnesota, its Commissioner of Transportation, employees, the FHWA, and any successors and assigns of the foregoing, from and against all claims, demands, and causes of action for injury to or death of persons or loss of or damage to property (including Permittee's property) occurring on the Area and Facility or arising out of or associated with Permittee's use and occupancy of the Area and Facility, regardless of whether such injury, death, loss, or damage (i) is caused in part by the negligence (but not the gross negligence or willful misconduct) of MnDOT or (ii) is deemed to be the responsibility of MnDOT because of its failure to supervise, inspect, or control the operations of Permittee or otherwise discover or prevent actions or operations of Permittee giving rise to liability to any person. Nothing in this LUP shall obligate Permittee to indemnify or save MnDOT harmless from (a) any gross negligence or willful misconduct of MnDOT or its employees, contractors, agents, or anyone for whom MnDOT is legally responsible, or (b) any claims, demands or causes of action not arising out of or associated with Permittee's occupancy or use of the Area and Facility.

Permittee hereby releases the State of Minnesota, its Commissioner of Transportation, employees, the FHWA, and any successors and assigns of the foregoing, from and against all claims, demands, suits, losses, costs, expenses, and causes of action for loss of or damages to the Area and Facility or to Permittee's property on or about the Area and Facility, except when such loss or damage is caused solely by the negligence of MnDOT or its employees, contractors, agents, or anyone for whom MnDOT is legally responsible.

MnDOT's liability is subject to the Minnesota Tort Claims Act, Minn. Stat. §3.736 and other applicable law.

MINNESOTA DEPARTMENT

OF TRANSPORTATION

RECOMMENDED FOR APPROVAL

By:_____
District Engineer

Date_____

APPROVED BY:

COMMISSIONER OF TRANSPORTATION

By:_____
Director, Office of Land Management

Date_____

CITY OF BROOKLYN PARK

By_____

Its Mayor

And_____

Its City Manager

The Commissioner of Transportation by the execution of this permit certifies that this permit is necessary in the public interest and that the use intended is for public purposes.

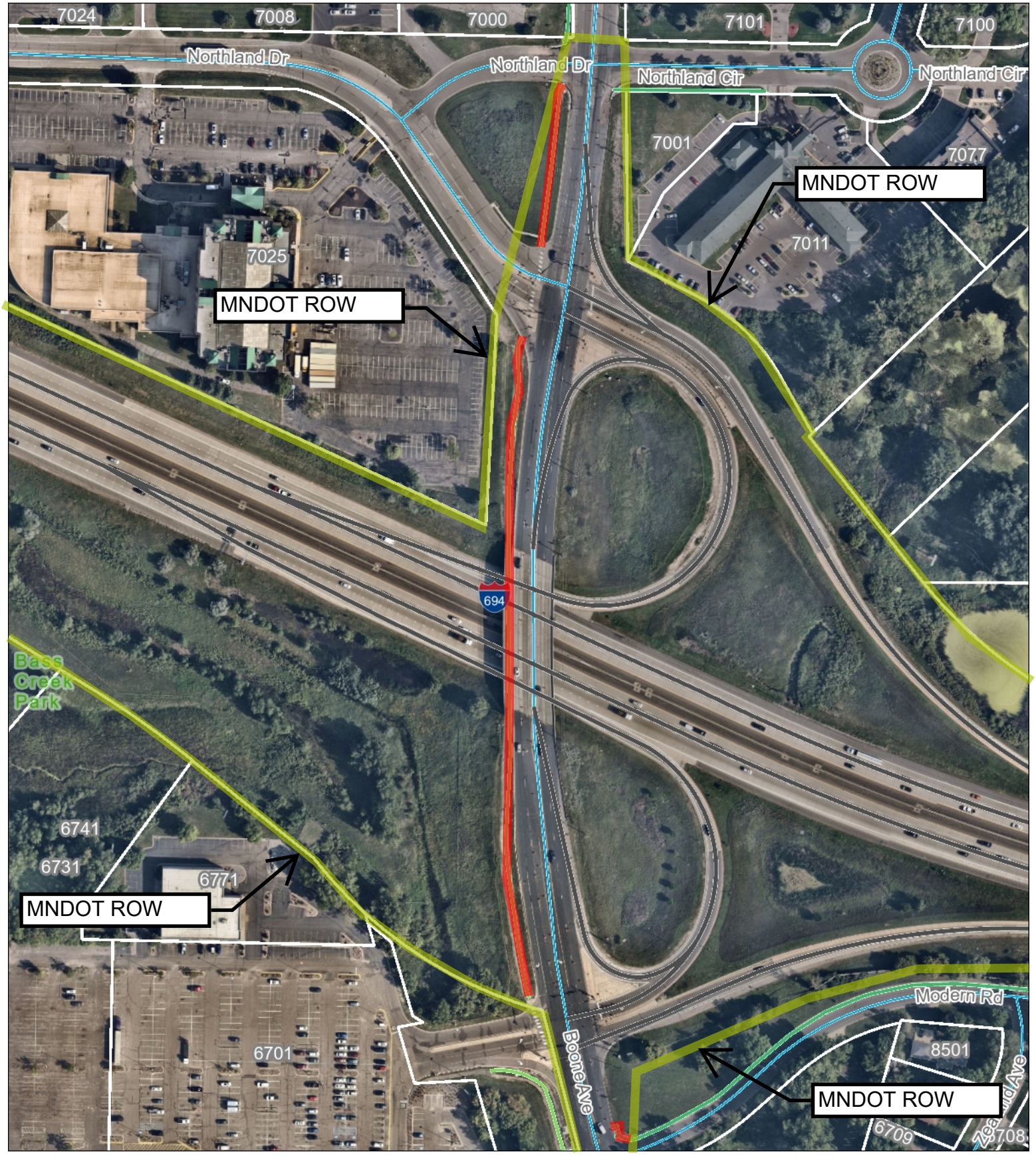
4.6I Limited Use Permit 2786-0270 Exhibit A

LUP 2786-0270 Exhibit A, Sheet 1 of 6

4.6L Limited Use Permit 2786-0270 Exhibit A

Boone Avenue Trail

Unique. United. Undiscovered.

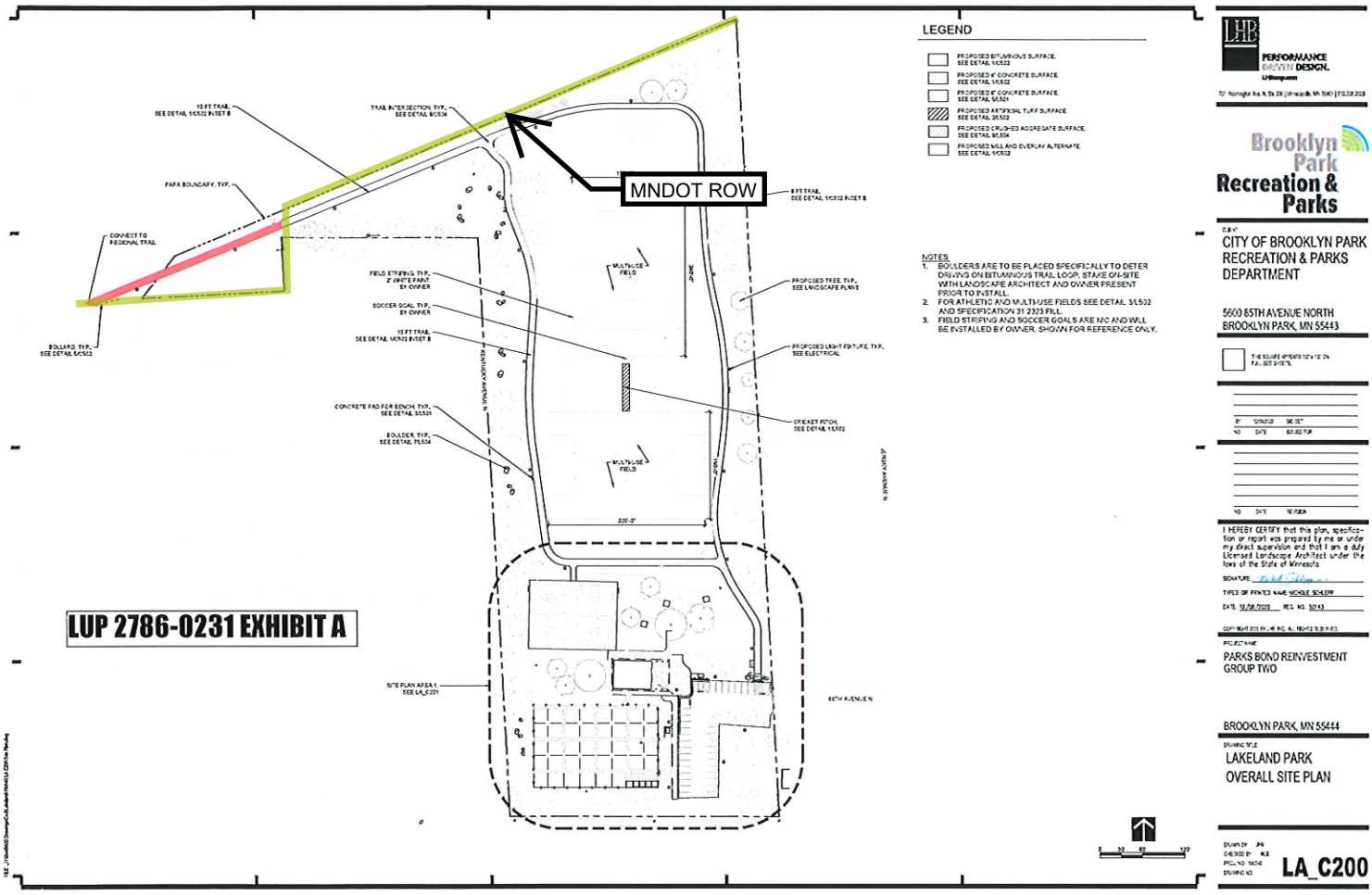


Map Scale = 1: 2,400

200 ft 1 in

Map provided by the City of Brooklyn Park, MN. This map is for general reference only. It is not for legal, engineering, or surveying use. Please contact the sources of the information if you desire more details. www.brooklynpark.org

LUP 2786-0270 Exhibit A, Sheet 2 of 6
Lakeland Park Trail Map



U.S. Department of Transportation
Federal Highway Administration

Minnesota Division

180 5th Street E
Suite 930
St. Paul, MN 55101-1857
651.291.6100
Fax 651.291.6000
www.fhwa.dot.gov/mndiv

July 7, 2021

Joseph D. Pignato
Director, Office of Land Management
Department of Transportation
MS 630, Transportation Building
St. Paul, Minnesota 55155

Re: Limited Use Permit # 2786-0231
C.S. 2786 (T.H. 94)
South of T.H. 694, East of CSAH 81
County of Hennepin

Dear Mr. Pignato:

Ms. Julie Groetsch's letter dated June 30, 2021, requested approval to execute a Limited Use Permit for the referenced facility. We approve issuing this Limited Use Permit.for constructing, maintaining and operating a Non-motorized Trail within the ROW of T.H. 94. This approval is given in accordance with 23 CFR 710.405.

Should you have any questions or concerns, please contact me by telephone at 651-291-6104 or abbi.ginsberg@dot.gov.

.

Sincerely yours,

Abigail Ginsberg

Digitally signed by Abigail Ginsberg
Date: 2021.07.07 14:40:40 -05'00'

Abigail Ginsberg
Transportation Engineer / ROW Specialist

LUP 2786-0270 Exhibit A, Sheet 3 of 6
Lakeland Park Trail - FHWA Approval

LUP 2786-0270 Exhibit A, Sheet 4 of 6
Lakeland Park Trail - FHWA Approval

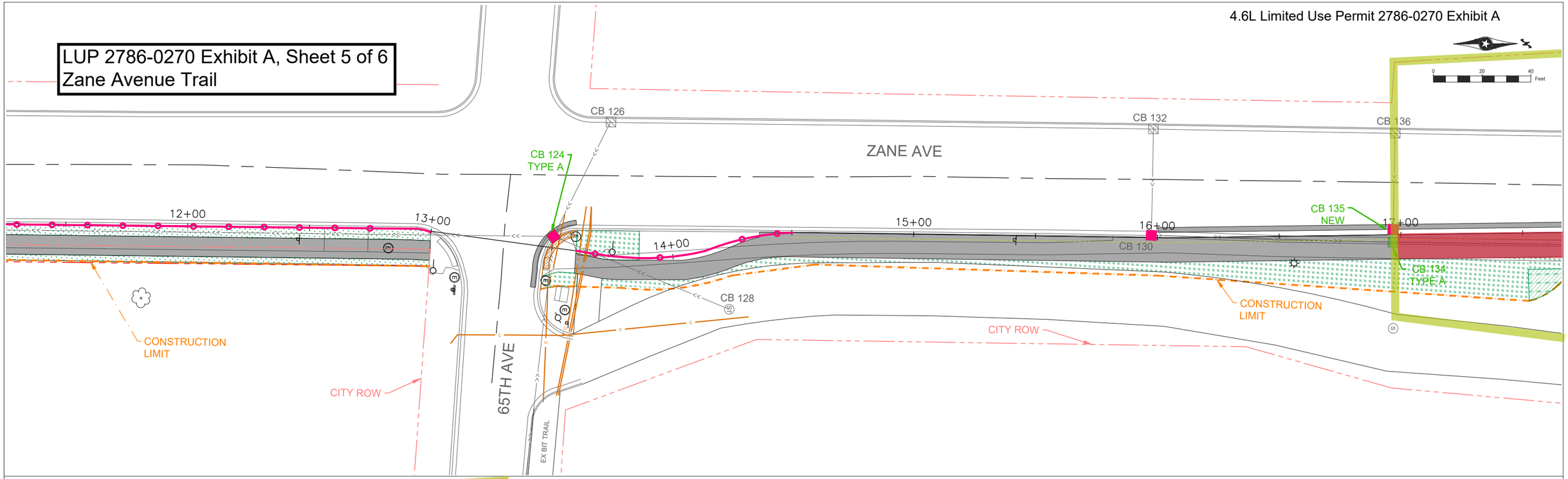
AG/ag

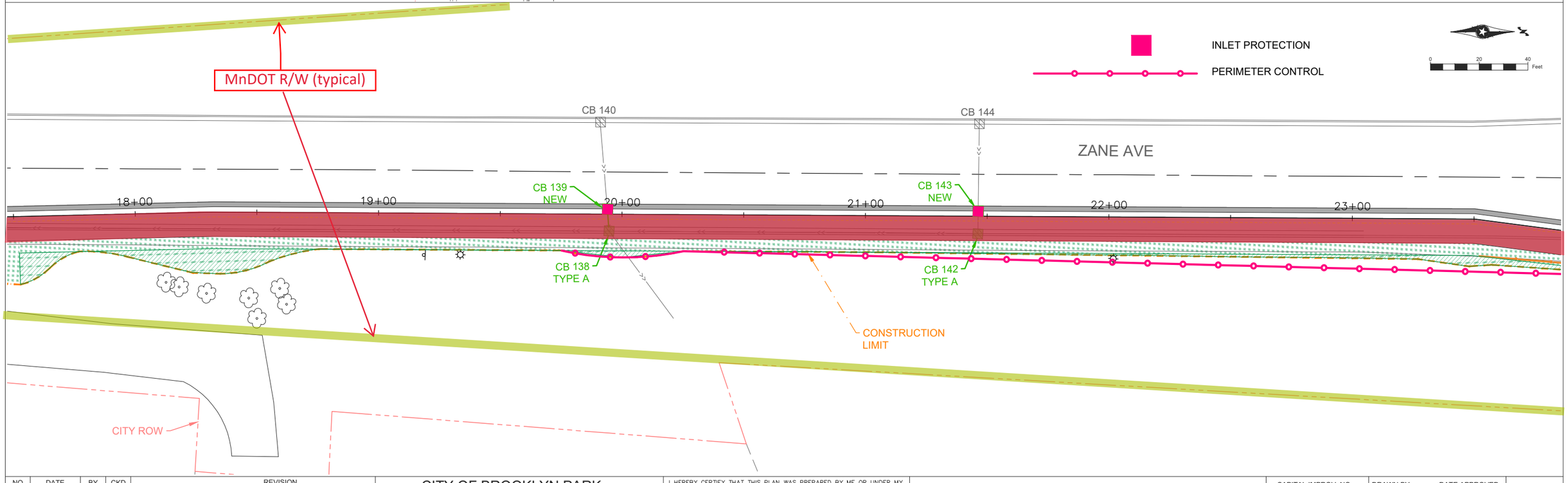
ecc:

1 MnDOT -- Groetsch	Julie.Groetsch@state.mn.us
1 MnDOT – McCabe	Bonnie.McCabe@state.mn.us
1 FHWA – Lohr, e-copy	William.Lohr@dot.gov

T:\File System\Right of Way\ROWR 05 - Right of Way Use\Limited Use Permits\2021-07-07 Limited Use Permit # 2786-0231.docx

LUP 2786-0270 Exhibit A, Sheet 5 of 6
Zane Avenue Trail





NO	DATE	BY	CKD	REVISION

CITY OF BROOKLYN PARK
ENGINEERING SERVICES DIVISION
Brooklyn Park
Unique. United. Undiscovered.
5200 85TH AVE. N.
BROOKLYN PARK, MN. 55443
PH# 763/493-8100
FAX# 763/493-8391

I HEREBY CERTIFY THAT THIS PLAN 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

CRAIG RUNNAKKO, P.E. CONSTRUCTION ENGINEER
DATE 11/08/2023 LIC.NO. 26155

ZANE AVE TRAIL SWPPP PLAN
63RD - 69TH & 73RD - BROOKLYN BLVD
STA 11+50 - 23+75

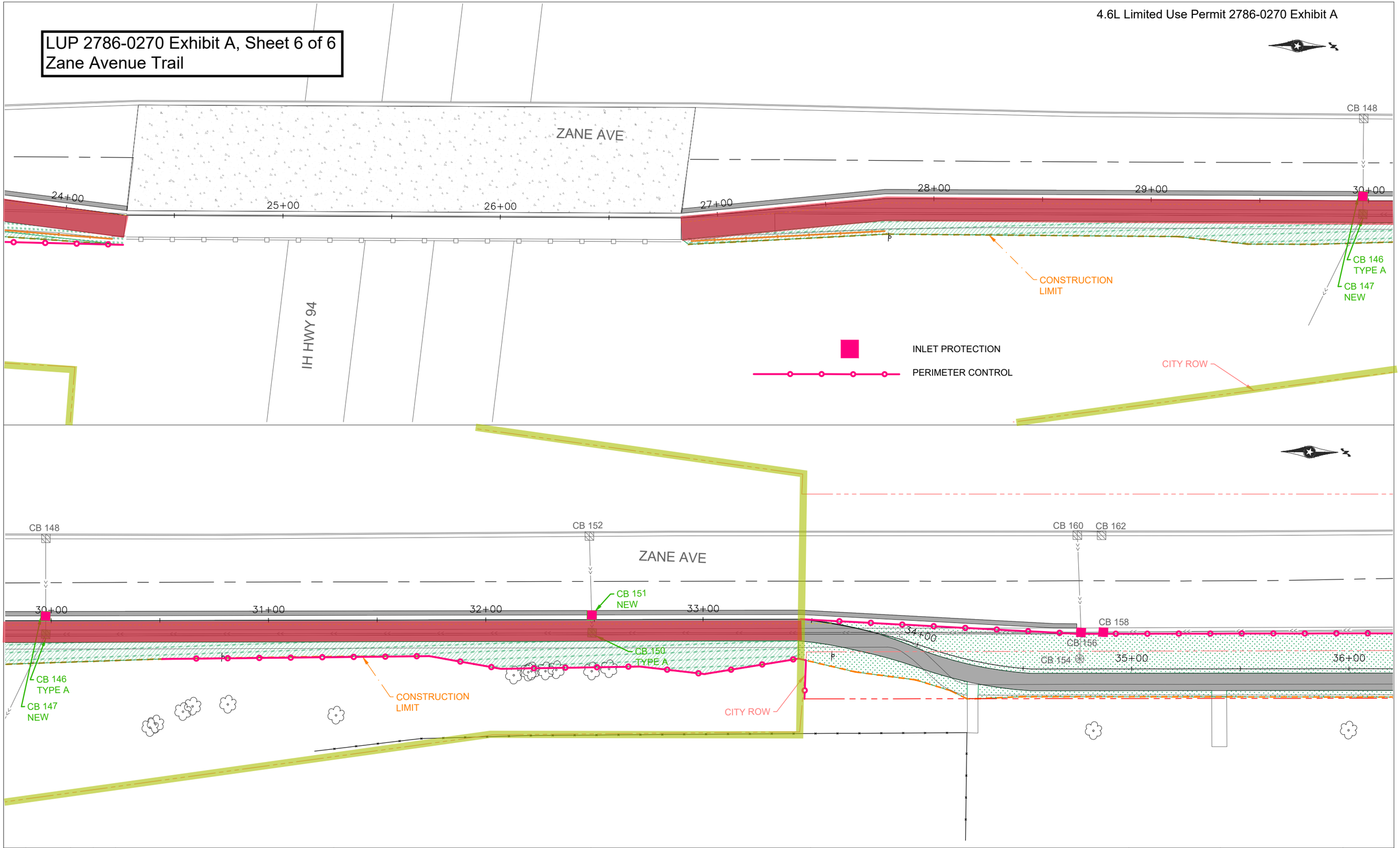
CAPITAL IMPROV. NO. CIP 2006-23
STATE PROJ. NO. 110-102-016

DRAWN BY MLR
DESIGNED BY CER
CHECKED BY JMS
DATE APPROVED 06/15/2023
HORIZ. SCALE 1"=20'
VERT. SCALE NA

SHEET 26

LUP 2786-0270 Exhibit A, Sheet 6 of 6
Zane Avenue Trail

4.6L Limited Use Permit 2786-0270 Exhibit A



NO	DATE	BY	CKD	REVISION

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CRAIG RUNNAKKO, P.E. CONSTRUCTION ENGINEER
DATE 11/08/2023 LIC.NO. 26155

ZANE AVE TRAIL SWPPP PLAN
63RD - 69TH & 73RD - BROOKLYN BLVD
STA 23+75 - 36+00

CAPITAL IMPROV. NO. CIP 2006-23
STATE PROJ. NO. 110-102-016
DRAWN BY MLR
DESIGNED BY CER
CHECKED BY JMS
DATE APPROVED 06/15/2023
HORIZ. SCALE 1"=20'
VERT. SCALE NA

SHEET 27

City of Brooklyn Park
Request for Council Action

Agenda Item:	4.7	**Meeting Date:**	May 13, 2024
Agenda Section:	Consent	**Originating Department:**	Operations and Maintenance (O&M)
Resolution:	X		
Ordinance:	N/A	**Prepared By:**	Mitch Robinson, Interim City Engineer
Attachments:	1	**Presented By:**	Mitch Robinson, Interim City Engineer
Item:	Safe Streets For All Grant Request		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-_____ TO AUTHORIZE THE SUBMISSION OF AN APPLICATION TO THE SAFE STREETS AND ROADS FOR ALL (SS4A) GRANT PROGRAM.

Overview:

The Safe Street For All (SS4A) program supports the development of a comprehensive Safety Action Plan that identifies the most significant roadway safety concerns in a community and the implementation of projects and strategies to address roadway safety issues. Safety Action Plans are the foundation of the SS4A grant program. SS4A requires an eligible Safety Action Plan to be in place before applying to implement projects and strategies. This resolution of support is required to supplement the grant solicitation application.

Brooklyn Park has been continually committed to improving roadway safety on its system. SS4A funding would allow for a comprehensive evaluation of the local system's shortcomings and identify projects that mitigate areas of excessive risk. Ultimately, the goal of this plan is to identify projects that will result in a significant reduction in citywide roadway fatalities.

City staff is recommending applying for $360,000 in grant funding with a required 20% local match to develop a Safety Action Plan and to implement demonstration projects that are informed as the Safety Action Plan advances.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues:

The SS4A Grant Program requires a 20% local match for the proposed planning and demonstration activities. If awarded, this amount is estimated at $90,000. There is a state program that provides the required local match amount that the City would pursue at that time. If we are unsuccessful in receiving a grant for the local match, funding is available in the Special Assessment Construction Fund balance.

Attachments:

4.7A RESOLUTION

RESOLUTION #2024-

RESOLUTION TO AUTHORIZE THE SUBMISSION OF AN APPLICATION TO THE SAFE STREETS AND ROADS FOR ALL (SS4A) GRANT PROGRAM.

WHEREAS, the United States Department of Transportation (USDOT) recently announced the availability of $780 million in grant funds through the Safe Street and Roads for All (SS4A) Grant Program; and

WHEREAS, SS4A funding will be awarded to projects that have significant local or regional impact; and

WHEREAS, a successful SS4A application will result in the development of a Citywide Safety Action Plan that will identify projects for future implementation that reduce safety risk for the entire traveling public; and

WHEREAS, a SS4A award would also be utilized on demonstration projects that are guided and informed by the development of the proposed Safety Action Plan; and

WHEREAS, the City of Brooklyn Park has the legal authority and the institutional, managerial, and financial capacity to ensure the 20% local matching requirement is met and adequate use of grant funding in line with SS4A program requirements; and

WHEREAS, in the event of a successful grant application, the city may enter a grant agreement with the USDOT for the above-referenced project, and will comply with all applicable laws and regulations as stated in all contract agreements; and

WHEREAS, the City of Brookyln Park recognizes grant agreements may not exceed five years and is committed to completing the city-wide Safety Action Plan in that timeframe; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park approves this resolution and that:

1. The City Council hereby supports the pursuit of Safe Streets for All (SS4A) Grant funding and authorizes staff to prepare and submit the necessary application materials.

2. The City commits to providing the required 20% local match for the proposed planning and demonstration activities in the estimated amount of $90,000.

3. The City commits to guiding a process that will result in a Safety Action Plan that meets SS4A program requirements and results in projects that will be eligible for future SS4A Implementation funding.

City of Brooklyn Park
Request for Council Action

Agenda Item:	4.8	**Meeting Date:**	May 13, 2024
Agenda Section:	Consent	**Originating Department:**	Recreation and Parks
Resolution:	X	**Prepared By:**	Brad Tullberg, Director of Recreation and Parks
Ordinance:	N/A		
Attachments:	6	**Presented By:**	Brad Tullberg
Item:	Accept 2023 Annual Report on Deer Hunt and Authorize Metro Bowhunters Resource Base to Conduct 2024 Deer Management Program		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-_____ TO ACCEPT THE 2023 DEER HUNT RESULTS AND AUTHORIZE THE DIRECTOR OF RECREATION AND PARKS TO ENTER INTO AN AGREEMENT WITH THE METRO BOWHUNTERS RESOURCE BASE TO CONDUCT THE 2024 DEER MANGEMENT PROGRAM.

Overview:

The Deer Management Plan identifies the numbers of deer within a range that the natural habitat can support effectively in the Brooklyn Park community. The plan recommends 15 to 20 deer per square mile, which translates to 45 to 60 deer in the northern portion of the city, 15 to 20 deer along the Mississippi River south of Highway 610, and 15 to 20 in the Palmer Lake Nature Area. Since 2011, the City Council has supported a Deer Management Program consisting of a controlled archery deer hunt.

The Recreation and Parks Department works in partnership with Three Rivers Park District and a consortium of other suburban communities to conduct an annual aerial survey. This survey provides a snapshot of the deer population within the Brooklyn Park community. An aerial survey to count deer was not conducted in 2024 due to the lack of snow cover in the area.

AERIAL SURVEY YEAR	AERIAL DEER COUNT
2020	172
2021	No count
2022	114
2023	196
2024	No count

The City has contracted with the Metro Bowhunters Resource Base (MBRB) to conduct the controlled deer hunt. The MBRB coordinates and manages the hunter's application process, which includes a criminal background check, hunter orientation and archery skill proficiency evaluation. The controlled archery deer hunt occurs in the fall of each year.

Summary of 2023 Deer Hunt:
The first deer hunt period was when the most deer were harvested. The last hunt session saw very strong winds and the deer not moving very often which resulted in deer being seen but out of range of MBRB policy requirement of a deer must be within 20 yards to take a shot. A total of 14 deer, 11 antlerless and 3 bucks, were harvested during the Fall 2023 deer hunt.

Proposed 2024 Hunt Dates:

- October 7 & 8, October 9th
- October 28 & 29, October 30th
- November 11 & 12, November 13th

2024 Hunt locations to include:
Zone #1 – Northwoods Park
Zone #5 – Palmer Lake
Zone #10 – Greenhaven Park
Zone #11 - Brookdale Park Open Space

These properties are owned by the City of Brooklyn Park. Due to construction, it has been decided not to conduct the hunt at the Environmental Nature Area and Mississippi Gateway Regional Park until construction is complete. The Banfill Island location was removed from the Deer Hunt in 2022.

A public safety benefit of controlling the deer population in an urban/suburban area is the reduction of deer related car accidents. Here is a look at the most recent five-year history of vehicle / deer accidents:

YEAR	CAR / DEER ACCIDENTS
2019	34
2020	41
2021	28
2022	46
2023	36

Primary Issues/Alternatives to Consider:

Staff is recommending that the city continue to work in partnership with Three Rivers Park District to conduct the annual flyover, when possible, and based on aerial survey results, authorize the Director of Recreation and Parks to enter into a contract with the Metro Bowhunters Resource Base (MBRB) to conduct the 2024 hunt, as the city has done since implementing the Deer Management Program in 2011.

Budgetary/Fiscal Issues:

The only cost incurred is for the shared cost for the aerial survey flyover (approximately $650) and the signs needed to mark the hunt areas and dates of the hunt for the public. The contractor, MBRB, does not charge for their services. There is a minimal charge for certificates of insurance that the City provides to MBRB in the event they obtain access to private property.

Attachments:
4.9A RESOLUTION
4.9B 2023 DEER HUNT RESULTS
4.9C 2011-2023 DEER HUNT RESULTS
4.9D 2015-2023 DEER/VEHICLE INCIDENT REPORT
4.9E 2024 DEER HUNT ZONES
4.9F 2023 AERIAL DEER SURVEY

RESOLUTION #2024-

RESOLUTION TO ACCEPT THE 2023 DEER HUNT RESULTS AND AUTHORIZE THE DIRECTOR OF RECREATION AND PARKS TO ENTER INTO AN AGREEMENT WITH THE METRO BOWHUNTERS RESOURCE BASE TO CONDUCT THE 2024 DEER MANGEMENT PROGRAM

WHEREAS, the City Council approved a Deer Management Plan in 2011, which identifies the number of deer within a range that the natural habitat can support effectively in the Brooklyn Park community; and

WHEREAS, the Recreation and Parks Department works in partnership with Three Rivers Park District and a consortium of seven suburban communities to conduct an annual aerial survey to determine the approximate deer population within the city of Brooklyn Park; and

WHEREAS, the Deer Management Plan recommends 15 to 20 deer per square mile, which translates to 45 to 60 deer in the northern portion of the city, 15 to 20 deer along the Mississippi River south of Highway 610, and 15 to 20 in the Palmer Lake Nature Area; and

WHEREAS, an annual aerial survey was not conducted in 2024, however, the 2023 aerial survey found that the deer population in Brooklyn Park had increased to 196 deer; and

WHEREAS, the 2023 hunt resulted in a total of 14 deer harvested; and

WHEREAS, a public safety benefit to controlling the deer population in an urban/suburban area is the reduction of deer related car accidents; and

WHEREAS, the Metro Bowhunters Resource Base (MBRB) coordinates and manages the hunter's application process including criminal background check, hunter orientation and archery skill proficiency evaluation and does not charge for their services.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park to accept the 2023 Deer Hunt Results and authorize the Director of Recreation and Parks to enter into an agreement with the Metro Bowhunters Resource Base to conduct the 2024 Deer Management Program.

2023 BROOKLYN PARK DEER REMOVAL HUNT RESULTS

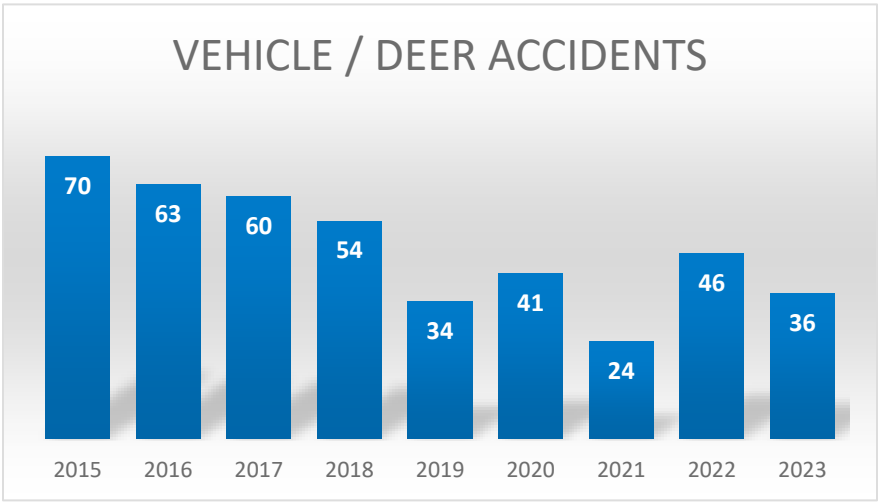
ZONES	PERIOD 1 OCT 2-3		PERIOD 2 OCT 30-31		PERIOD 3 NOV 13-14		TOTAL ALL HUNT DATES		TOTAL DEER
	ANTERLESS	ADULT BUCKS	ANTERLESS	ADULT BUCKS	ANTERLESS	ADULT BUCKS	ANTERLESS	ADULT BUCKS	
ZONE 1	1	0	0	0	0	1	1	1	2
ZONE 5	2	0	1	0	0	2	3	2	5
ZONE 10	1	0	3	0	1	0	5	0	5
ZONE 11	2	0	0	0	0	0	2	0	2
TOTAL DEER	**6**		**4**		**4**		**11**	**3**	**14**

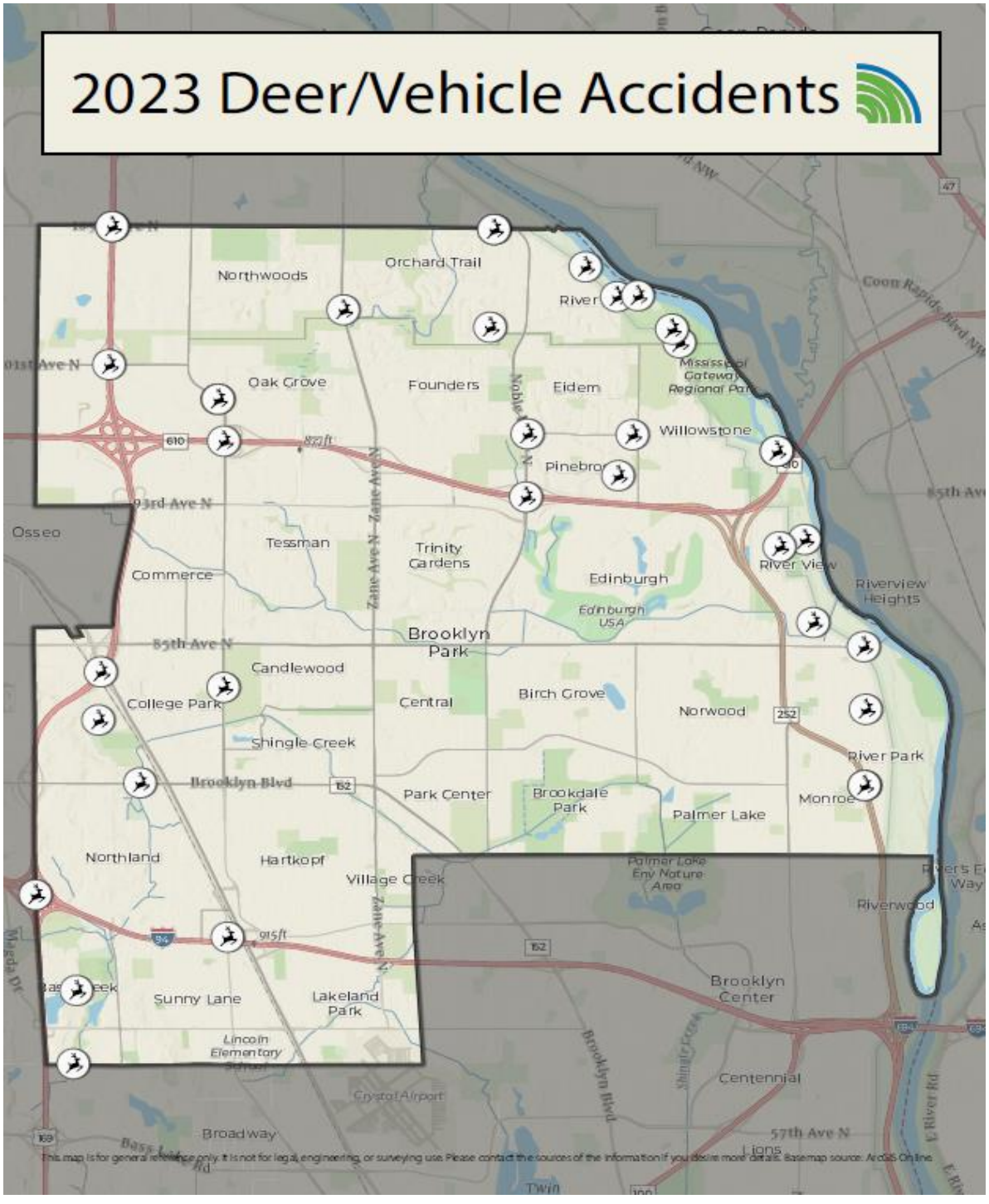
ZONE 1	NORTHWOODS PARK
ZONE 5	PALMER LAKE PARK
ZONE 10	GREENHAVEN PARK
ZONE 11	BROOKDALE PARK

2011 - 2022 Brooklyn Park Deer Removal Hunt Results

ZONES	2011		2012		2013		2014		2015		2016		2017		2018		2019		2020		2021		2022		2023		2011 - 2023 Hunt Results		TOTAL DEER
	ANTERLESS	ADULT BUCKS	ANTERLESS	ADULT BUCKS	ANTERLESS	ADULT BUCKS	ANTERLESS	ADULT BUCKS	ANTERLESS	ADULT BUCKS	ANTERLESS	ADULT BUCKS	ANTERLESS	ADULT BUCKS	ANTERLESS	ADULT BUCKS	ANTERLESS	ADULT BUCKS	ANTERLESS	ADULT BUCKS	ANTERLESS	ADULT BUCKS	ANTERLESS	ADULT BUCKS	ANTERLESS	ADULT BUCKS	ANTERLESS	ADULT BUCKS	
ZONE 1	1	1	0	0	1	0	1	1	1	0	1	1	1	0	0	0	1	1	1	0	1	0	1	0	1	1	11	5	16
ZONE 2	2	2	0	0	1	3	1	1	0	1	0	2	1	0	2	1	1	0	1	0	NO HUNT						9	10	19
ZONE 3	24	5	8	6	6	0	2	0	5	2	9	2	5	2	5	2	4	3	3	2							71	24	95
ZONE 4	15	0	15	6	11	1	2	1	2	2	8	1	1	2	1	0	4	1	3	0							62	14	76
ZONE 5	14	6	6	4	14	1	11	3	5	2	6	2	3	1	2	1	0	1	2	0	3	1	1	0	3	2	70	24	94
ZONE 6			4	2					0	0	NO HUNT																4	2	6
ZONE 7			0	2	1	0	1	1	0	0																	2	3	5
ZONE 8			5	3	3	1	3	1	6	1			2	0	1	0	2	0	2	2	1	1					26	10	36
ZONE 9					3	2	2	1	0	1							0	1	NO HUNT								5	5	10
ZONE 10															3	2	2	2	2	0	4	2	2	0	5	0	18	6	24
ZONE 11																			3	3	2	0	2	1	2	0	9	4	13
TOTAL DEER	70		61		48		32		28		32		18		20		23		24		15		9		14		287	107	394

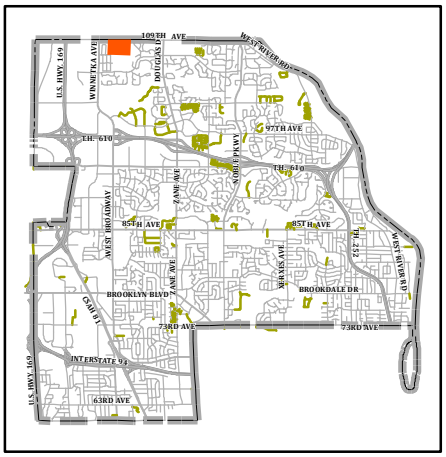
ZONE 1 NORTHWOODS PARK
ZONE 2 RUSH CREEK TRAIL 102nd & REGENT
ZONE 3 ENVIRONMENTAL PARK
ZONE 4 COON RAPIDS DAM
ZONE 5 PALMER LAKE PARK
ZONE 6 WOODS AT 103rd & WINNETKA (NOW DEVELOPED)
ZONE 7 RUSH CREEK TRAIL 101st & 169
ZONE 8 BANFILL ISLAND
ZONE 9 JEWELL PARK (Dropped too close to homes)
ZONE 10 GREENHAVEN PARK


VEHICLE / DEER ACCIDENTS
70
63
60
54
34
41
24
46
36
2015
2016
2017
2018
2019
2020
2021
2022
2023


2023 Deer/Vehicle Accidents
Northwoods
Orchard Trail
River
Oak Grove
Founders
Eidem
Willowstone
Pinebrook
Osseo
Tessman
Trinity Gardens
Commerce
Edinburgh
Edinburgh USA
River View
Riverview Heights
Brooklyn Park
Candlewood
College Park
Central
Birch Grove
Norwood
Shingle Creek
River Park
Brooklyn Blvd
Park Center
Brookdale Park
Palmer Lake
Monroe
Northland
Hartkopf
Village Creek
Palmer Lake Env Nature Area
Riverwood
Sunny Lane
Lakeland Park
Brooklyn Center
Lincoln Elementary School
Crystal Airport
Centennial
Broadway
Lions
Twin
Coon Rapids Blvd NW
Mississippi Gateway Regional Park
93rd Ave N
85th Ave N
57th Ave N
Zane Ave N
Noble Ave N
E River Rd
Shingle Creek
Brooklyn Blvd
610
94
169
252
This map is for general reference only. It is not for legal, engineering, or surveying use. Please contact the sources of the information if you desire more details. Basemap source: ArcGIS Online

4.8E 2024 DEER HUNT ZONES

Northwoods Park
Zone 1



P Designated Parking

Hunting Zones

Park Boundary

0 245 490 980 Feet

109TH AVE. N.

WINNETKA AVE. N.

107TH AVE. N.

OXBOW CREEK DRIVE

2018 Airphoto

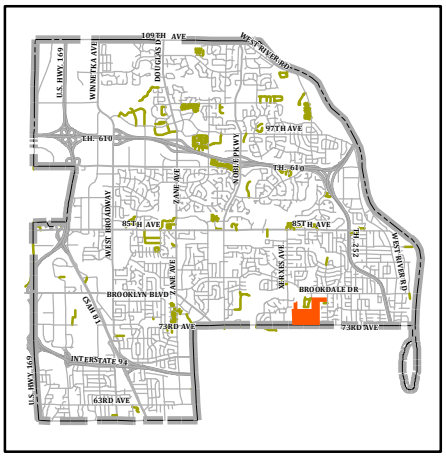
Palmer Lake Nature Area
Zone 5

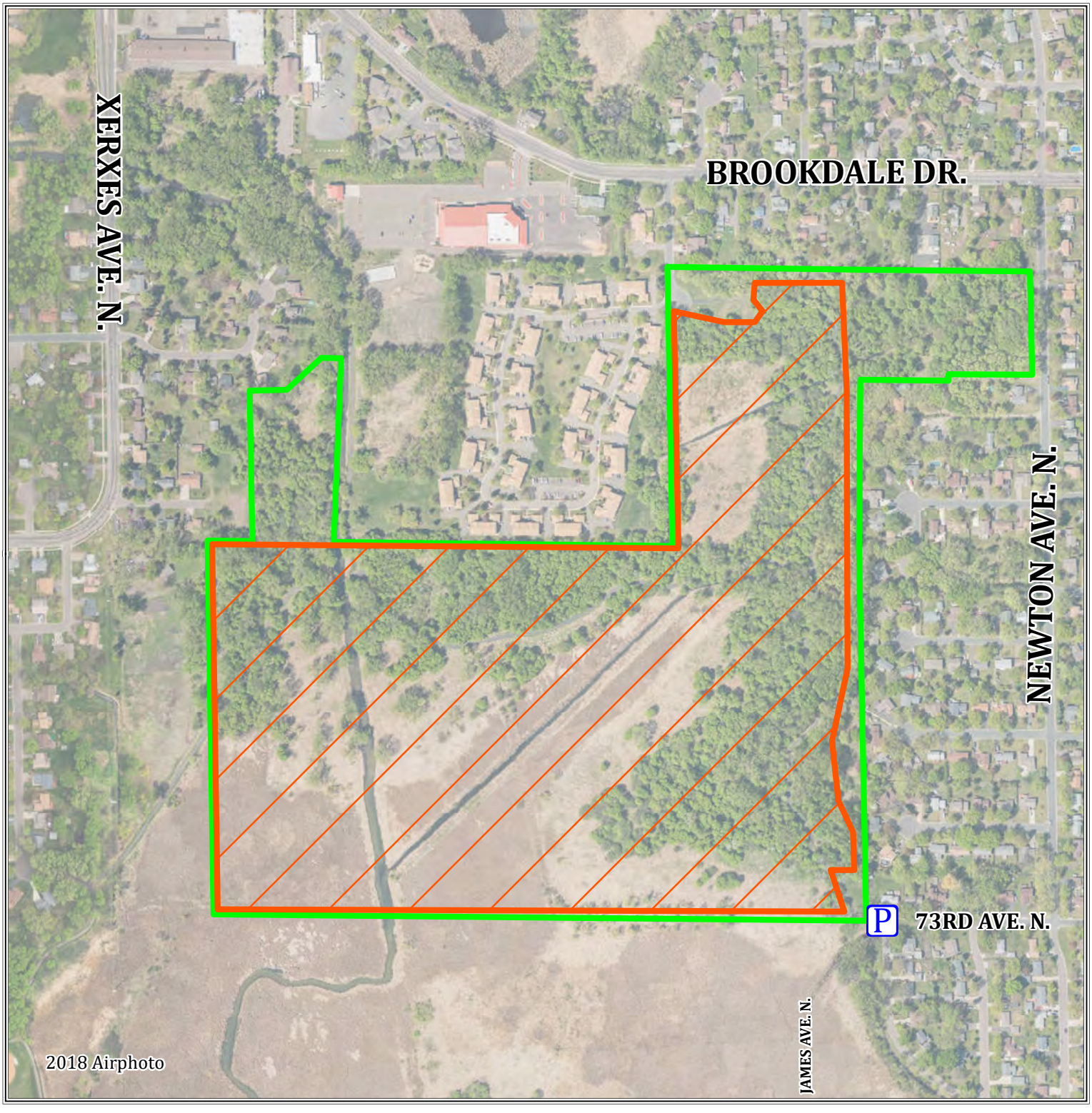
P Designated Parking

Hunting Zones

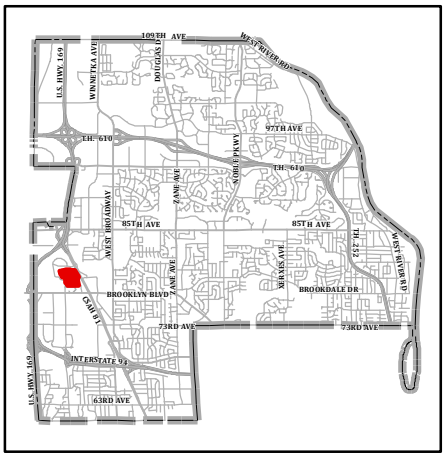
Park Boundary

0 300 600 1,200 Feet





Greenhaven Park
Zone 10



- Designated Parking
- Hunting Zones
- Park Boundary

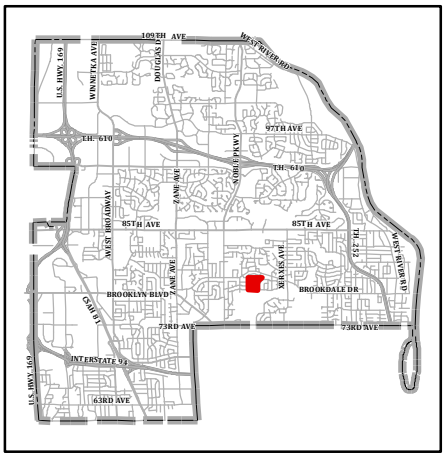
0 165 330 660 Feet

Boone Ave. N.

Brooklyn Blvd

2018 Airphoto

Brookdale Park
Zone 11



Designated Parking

Hunting Zones

Park Boundary

0 155 310 620 Feet

Brookdale Dr. N.

June Ave. N.

REGIONAL TRAIL

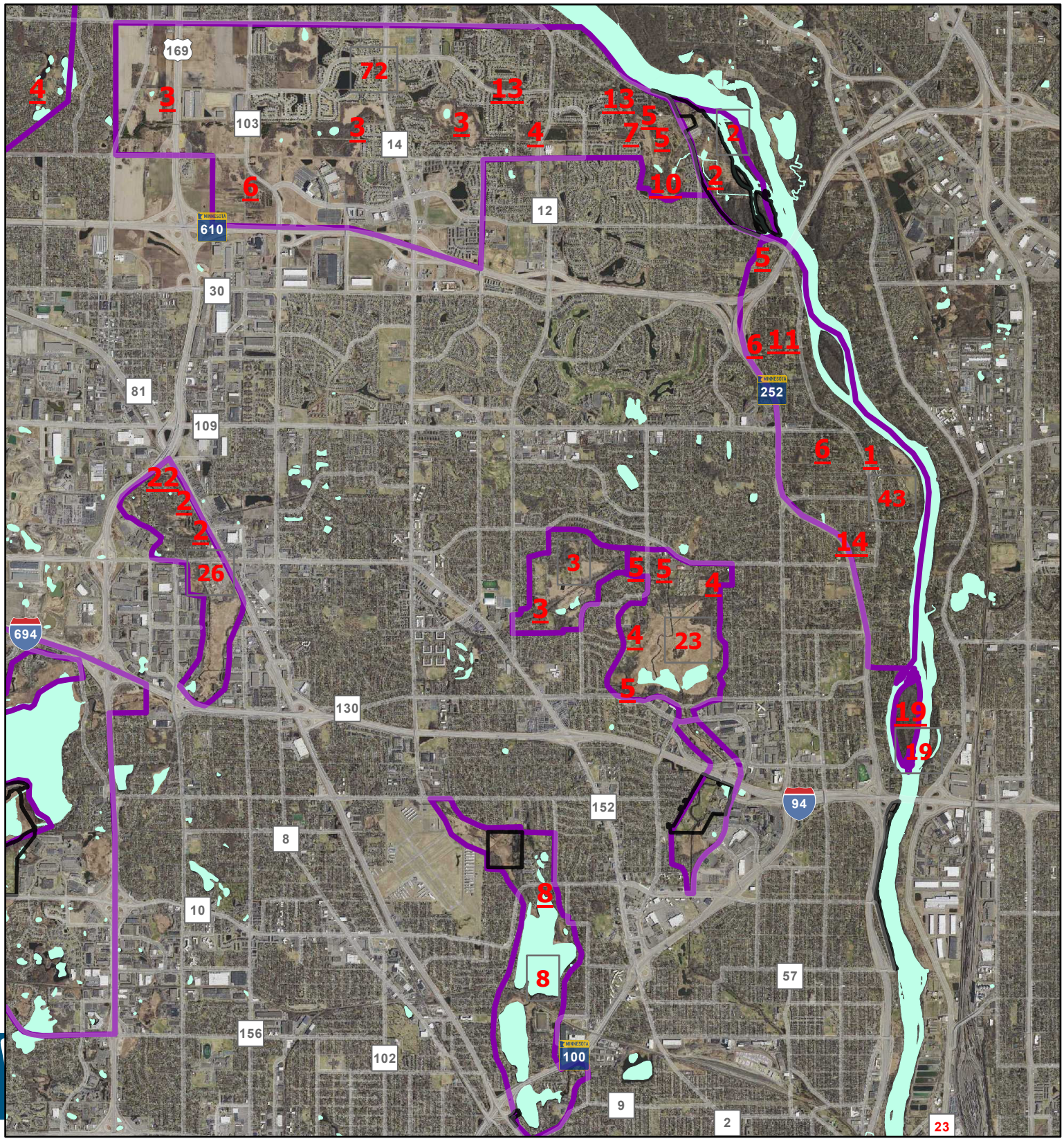
2018 Airphoto

City of Brooklyn Park Brooklyn Center

1/12/2023 - Aerial Deer Survey
Total Deer Counted - 196

P RK DISTRICT

N



1

Miles

NRM Department
Revised Date: 1/12/2023

This map is for general reference only.
This is not a legal document and it is provided without warranty.
Data represented in this map is from a variety of sources, and is dynamic.
The user acknowledges and accepts these terms.

City of Brooklyn Park
Request for Council Action

Agenda Item:	4.9	**Meeting Date:**	May 13, 2024
Agenda Section:	Consent	**Originating Department:**	Recreation & Parks
Resolution:	X		
Ordinance:	N/A	**Prepared By:**	Brad Tullberg, Recreation & Parks Director
Attachments:	3	**Presented By:**	Brad Tullberg, Recreation & Parks Director
Item:	Award Contract for ADA Accessible Pathways Project		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024_____ TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH GOODMANSON CONSTRUCTION FOR THE INSTALLATION OF ADA ACCESSIBLE PATHWAYS IN PARKS IN THE AMOUNT OF $51,618.

Overview:

Beginning in 2021, staff have been working on completing assessments of all sixty parks and city facilities for compliance with the Americans with Disabilities Act (ADA). The assessments were completed in 2023. As part of this process, several parks were identified having picnic tables, grills, and other amenities that were not located on accessible pathways required by ADA standards. Accessible pathways were identified to be installed at Willowstone Park, Sunny Acres Park, Tessman Park, Park Lawn Park, Cavelle Park and Edgewood Park for this project.

Staff worked with WSB, Inc. to develop plans and specifications for construction of accessible pathways in parks identified to be non-compliant. The project was advertised for bids through QuestCDN vBid™ and in the April 25, 2024 issue of the Sun Post. Staff received proposals from nine different contractors for the project.

The 2021 fiscal year Community Development Block Grant (CDBG) allocation included $50,000 for the installation of ADA accessible pathways to picnic tables and other amenities in the park system. The 2024 CIP project #103124 includes $25,000 budgeted for ADA improvements and will cover the balance of the project costs.

Primary Issues/Alternatives to Consider:

Project consultant WSB Inc. and city staff recommend accepting all bid alternates and approval of the project as presented.

Budgetary/Fiscal Issues:

The 2021 fiscal year Community Development Block Grant (CDBG) allocation included $50,000 for the installation of ADA accessible pathways to picnic tables and other amenities in the park system. The 2024 CIP project #103124 includes $25,000 budgeted for ADA improvements and will cover the balance of the project costs.

Attachments:

4.9A RESOLUTION
4.9B BID SUMMARY
4.9C LETTER OF RECOMMENDATION

RESOLUTION #2024-

TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH GOODMANSON CONSTRUCTION FOR THE INSTALLATION OF ADA ACCESSIBLE PATHWAYS IN PARKS IN THE AMOUNT OF $51,618

WHEREAS, beginning in 2021, staff have been working on completing assessments of all sixty parks and city facilities for compliance with the Americans with Disabilities Act (ADA); and

WHEREAS, the assessments identified picnic tables, grills, and other amenities that were not located on accessible pathways as required by ADA standards; and

WHEREAS, accessible pathways were identified at Willowstone Park, Sunny Acres Park, Tessman Park, Park Lawn Park, Cavelle Park and Edgewood Park for this project; and

WHEREAS, the 2021 fiscal year Community Development Block Grant (CDBG) allocation included $50,000 for the installation of ADA accessible pathways to picnic tables and the 2024 CIP project #103124 includes $25,000 budgeted for ADA improvements and will cover the balance of the project costs; and

WHEREAS, the project was advertised for bids through QuestCDN vBid™ and in the April 25, 2024, issue of the Sun Post and received seven bids; and

WHEREAS, project consultant WSB Inc. and city staff recommend approval of the project and acceptance of the base bid and all alternates and award the project in the amount of $51,618 to Goodmanson Construction; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park to authorize the City Manager to enter into a contract with Goodmanson Construction for the installation of ADA accessible pathways in parks in the amount of $51,618.

BID TABULATION SUMMARY

PROJECT:
Brooklyn Park ADA Park Improvements

OWNER:
City of Brooklyn Park

WSB PROJECT NO.:
025247-000

Bids Opened: Tuesday, May 7, 2024 10:30 am

	Contractor	Bid Security (5%)	Base Bid	Alternate 1	Alternate 2	Alternate 3	Alternate 4	Alternate 5	Base Bid and All Alternates
1	Goodmanson Construction	X	$27,142.00	$5,320.00	$5,920.00	$2,696.00	$5,420.00	$5,120.00	$51,618.00
2	Vada Contracting, LLC	X	$28,453.05	$6,536.00	$6,986.00	$6,463.00	$6,736.00	$6,536.00	$61,710.05
3	Northern Contracting, llc	X	$29,433.80	$6,610.00	$7,235.00	$4,458.00	$7,010.00	$6,860.00	$61,606.80
4	Create Construction LLC	X	$29,797.00	$8,360.00	$9,610.00	$6,120.00	$8,610.00	$8,900.00	$71,397.00
5	Dunaway Construction	X	$46,012.00	$9,020.00	$10,020.00	$6,585.00	$9,520.00	$9,020.00	$90,177.00
6	Pember Companies, Inc.	X	$53,081.50	$10,450.00	$10,830.00	$8,093.50	$10,590.00	$10,450.00	$103,495.00
7	Parkstone Contracting, LLC	X	$64,637.50	$12,240.00	$12,840.00	$10,050.00	$12,490.00	$12,240.00	$124,497.50
8	Urban Companies	X	$72,000.00	$12,750.00	$13,450.00	$9,930.00	$13,150.00	$12,750.00	$134,030.00
9	Dimke Excavating, Inc.	X	$67,787.50	$15,312.50	$15,777.50	$11,806.25	$15,577.50	$15,312.50	$141,573.75
	Engineer's Opinion of Cost		$33,668.25	$6,090.83	$6,563.33	$2,961.10	$6,300.83	$6,090.83	$61,675.17

I hereby certify that this is a true and correct tabulation of the bids as received on May 7, 2024.

Jeffrey A. Feulner, PLA

May 7, 2024

Honorable Mayor and City Council
City of Brooklyn Park
5200 85th Avenue North
Brooklyn Park, MN 55443

Re: Brooklyn Park ADA Park Improvements
City of Brooklyn Park
WSB Project No. 025247-000

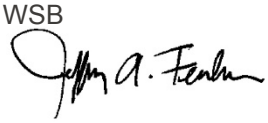
Dear Mayor and Council Members:

Bids were received for the above-referenced project on Tuesday, May 7, 2024, and were opened and read aloud. Nine bids were received. The bids were checked for mathematical accuracy. Please find enclosed the bid summary indicating the low bid as submitted by Goodmanson Construction, Inc., Minneapolis, Minnesota, in the amount of $51,618.00 for the Base Bid and all Alternates. The Engineer's Estimate was $61,675.17 for the base bid and all Alternates.

We recommend that the City Council consider these bids and award a contract for the base bid and all Alternates in the amount of $51,618.00 to Goodmanson Construction, Inc. based on the results of the bids received.

Sincerely,

WSB



Jeffrey A. Feulner, PLA

Attachments

jst

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

City of Brooklyn Park
Request for Council Action

Agenda Item:	4.10	**Meeting Date:**	May 13, 2024
Agenda Section:	Consent	**Originating Department:**	Police
Resolution:	X		
Ordinance:	N/A	**Prepared By:**	Stephanie Heiberger, Police
Attachments:	3	**Presented By:**	Chief Mark Bruley, Police
Item:	Accept An Intensive Comprehensive Peace Officer Education and Training Grant from the Minnesota Department of Public Safety		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-_____ TO ACCEPT AN INTENSIVE COMPRENHENSIVE PEACE OFFICER EDUCATION AND TRAINING GRANT FROM THE MINNESOTA DEPARTMENT OF PUBLIC SAFETY AND AMEND THE 2024 GRANT FUND.

Overview:

The Brooklyn Park Police Department is facing its largest police officer staffing crisis in the history of our agency. We have been actively working to expand our cadet program to head off this crisis but have found that we lack the opportunity to provide full-time, benefited positions to cadet candidates that need the financial and benefited support as they decide to transition to police officer.

The police department applied for an Intensive Comprehensive Peace Officer Education Training (ICPOET) grant from the Minnesota Department of Public Safety and was awarded $100,000 to go toward the intensive education program, wages, and benefits of two full-time cadet positions.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues:

Amend the 2024 grant fund budget as outlined in Attachment 4.10B.

Attachments:

4.10A RESOLUTION
4.10B BUDGET AMENDMENT
4.10C GRANT AGREEMENT

RESOLUTION #2024-

RESOLUTION TO ACCEPT AN INTENSIVE COMPREHENSIVE PEACE OFFICER EDUCATION AND TRAINING GRANT FROM THE MINNESOTA DEPARTMENT OF PUBLIC SAFETY AND AMEND THE 2024 GRANT FUND

WHEREAS, the police department applied for a grant from the Minnesota Department of Public Safety for an Intensive Peace Officer Education and Training program; and

WHEREAS, the grant award was in the amount of $100,000 over two years; and

WHEREAS, the 2024 grant fund will need to be amended for this grant as outlined within.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park to accept an Intensive Comprehensive Peace Officer Education and Training grant from the Minnesota Department of Public Safety and amend the 2024 grant fund.

Changes to the GENERAL LEDGER Budget

Financing Changes

Fund	Revenue Classification	Description	Current Budget	Changes	Amended Budget
203	State Grants	MN DPS ICPOET grant	$ -	$ 79,334.90	$ 79,334.90
			$ -	$ -	$ -
					$ -
		Total	$ -	$ 79,334.90	$ 79,334.90

Spending Changes

Fund	Expense Classification	Description	Current Budget	Changes	Amended Budget
203	Conferences and Schools	Cadet education	$ -	$ 41,200.00	$ 41,200.00
203	Salaries	Wages	$ 567,000.00	$ 28,892.16	$ 595,892.16
203	Benefits	Benefits	$ 20,288.00	$ 9,242.74	$ 29,530.74
		Total	$ 587,288.00	$ 79,334.90	$ 666,622.90

Changes to the GENERAL LEDGER Budget

Financing Changes

Fund	Revenue Classification	Description	Current Budget	Changes	Amended Budget
203	State Grants	MN DPS ICPOET grant	$ -	$ 79,334.90	$ 79,334.90
			$ -	$ -	$ -
					$ -
		Total	$ -	$ 79,334.90	$ 79,334.90

Spending Changes

Fund	Expense Classification	Description	Current Budget	Changes	Amended Budget
203	Conferences and Schools	Cadet education		$ 41,200.00	$ 41,200.00
203	Salaries	Wages	$ 567,000.00	$ 28,892.16	$ 595,892.16
203	Benefits	Benefits	$ 20,288.00	$ 9,242.74	$ 29,530.74
		Total	$ 587,288.00	$ 79,334.90	$ 666,622.90

Changes to the PROJECT Budget (*Only complete this section if this is a CIP/CEP/Grant*)

Financing Changes

Project Number	Funding Source	Description	Current Budget	Changes	Amended Budget
GRSDPS-TBD	State Grants	MN DPS ICPOET Grant	$ -	$ 100,000.00	$ 100,000.00
					$ -
		Total	$ -	$ 100,000.00	$ 100,000.00

Spending Changes

Project Number	Expense Category	Description	Current Budget	Changes	Amended Budget
GRSDPS-TBD	Conferences and Schools	Cadet education	$ -	$ 41,200.00	$ 41,200.00
GRSDPS-TBD	Salaries	Salaries - Full Time	$ 567,000.00	$ 43,817.57	$ 610,817.57
GRSDPS-TBD	Benefits	Social Security		$ 2,716.69	$ 2,716.69
GRSDPS-TBD	Benefits	Medicare	$ 1,536.00	$ 635.35	$ 2,171.35
GRSDPS-TBD	Benefits	PERA	$ 18,752.00	$ 3,286.32	$ 22,038.32
GRSDPS-TBD	Benefits	Workers Compensation		$ 333.01	$ 333.01
GRSDPS-TBD	Benefits	Healthcare benefits		$ 8,011.06	$ 8,011.06
					$ -
		Total	$ 587,288.00	$ 100,000.00	$ 687,288.00

	Grant Contract Agreement	Page 1 of 2

Minnesota Department of Public Safety ("State") Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139	**Grant Program:** Intensive Comprehensive Peace Officer Education and Training 2024 **Grant Contract Agreement No.:** A-ICPOE-2024-BRKPRKCI-011
Grantee: City of Brooklyn Park 5200 N 85th Avenue Brooklyn Park, Minnesota 55443	**Grant Contract Agreement Term:** **Effective Date:** 6/1/2024 **Expiration Date:** 6/30/2025
Grantee's Authorized Representative: Toni Weinbeck, Inspector City of Brooklyn Park, Police Department 5400 N 85th Avenue Brooklyn Park, Minnesota 55443 (763) 493-8285 toni.weinbeck@brooklynpark.org	**Grant Contract Agreement Amount:** Original Agreement $100,000.00 Matching Requirement $0.00
State's Authorized Representative: Kristin Lail, Grants Specialist Coordinator Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139 (651) 230-3358 Kristin.lail@state.mn.us	**Federal Funding:** CFDA/ALN: None **FAIN:** N/A **State Funding**: Minnesota Session Laws of 2023, Chapter 52, Article 2, Section 3, Subdivision 8. **Special Conditions**: None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract agreement.

Term: The creation and validity of this grant contract agreement conforms with Minn. Stat. § 16B.98 Subdivision 5. Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, Subdivision 7, whichever is later. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee, will:
Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved Intensive Comprehensive Peace Officer Education and Training 2024 Application ("Application") which is incorporated by reference into this grant contract agreement and on file with the State at 445 Minnesota Street, Suite 2300, St. Paul, Minnesota, 55101-2139. The Grantee shall also comply with all requirements referenced in the Intensive Comprehensive Peace Officer Education and Training 2024 Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (https://app.dps.mn.gov/EGrants), which are incorporated by reference into this grant contract agreement.

Budget Revisions: The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant contract agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

Matching Requirements: (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.

	Grant Contract Agreement	Page 2 of 2

***Payment*:** As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over $100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15.

Signed: _____

Date: _____

3. STATE AGENCY

Signed: _____
(with delegated authority)

Title: _____

Date: _____

Grant Contract Agreement No./ P.O. No. A-ICPOE-2024-BRKPRKCI-011 / 3-94543

Project No.(*indicate N/A if not applicable*): __N/A___

2. GRANTEE

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

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Distribution: DPS/FAS
Grantee
State's Authorized Representative

Budget Summary

ICPOE: Brooklyn Park ICPOET				
Budget Category	**Award**			
Personnel				
Candidate 1 - Wage	$23,558.35			
Candidate 2 - Wage	$20,259.22			
Total	$43,817.57			
Payroll Taxes and Fringe				
Candidate 1 - Taxes and fringe	$4,782.71			
Candidate 2 - Taxes and fringe	$10,199.72			
Total	$14,982.43			
Program Expenses				
Candidate 1 - Education Expense	$20,600.00			
Candidate 2 - Education Expense	$20,600.00			
Total	$41,200.00			
Total	$100,000.00			

City of Brooklyn Park
Request for Council Action

Agenda Item:	4.11	**Meeting Date:**	May 13, 2024
Agenda Section:	Consent	**Originating Department:**	Police
Resolution:	X		
Ordinance:	N/A	**Prepared By:**	Stephanie Heiberger, Police
Attachments:	3	**Presented By:**	Chief Mark Bruley, Police
Item:	Accept a Firearms Storage Grant from the Minnesota Department of Public Safety		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-_____ TO ACCEPT A FIREARMS STORAGE GRANT FROM THE MINNESOTA DEPARTMENT OF PUBLIC SAFETY AND AMEND THE 2024 GRANT FUND.

Overview:

In 2024, the State of Minnesota passed legislation related to Extreme Risk Protection Orders (ERPO) that requires the Brooklyn Park Police Department to store the firearms of an individual subject to an ERPO. With our existing storage capacity strained, an increase in firearms surrenders required us to address storage challenges that this law change could present.

The Police Department applied for and was awarded a Firearms Storage Grant from the Minnesota Department of Public Safety. The award provides $2,598 which allows for the purchase of two storage units in line with legal and department standards.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues:

Amend the 2024 grant fund budget as outlined in Attachment 4.11B.

Attachments:

4.11A RESOLUTION
4.11B GRANT FUND AMENDMENT
4.11C GRANT AGREEMENT

RESOLUTION #2024-

RESOLUTION TO ACCEPT A FIREARMS STORAGE GRANT FROM THE MINNESOTA DEPARTMENT OF PUBLIC SAFETY AND AMEND THE 2024 GRANT FUND

WHEREAS, the city applied for a grant from the Minnesota Department of Public Safety for a Firearms Storage grant; and

WHEREAS, the grant award was in the amount of $2,598; and

WHEREAS, the 2024 grant fund will need to be amended for this grant as outlined within.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park to Firearms Safety grant from the Minnesota Department of Public Safety and amend the 2024 grant fund.

Changes to the GENERAL LEDGER Budget

Financing Changes

Fund	Revenue Classification	Description	Current Budget	Changes	Amended Budget
203	State Grants	MN DPS Firearms Storage Grant	$ -	$ 2,598.00	$ 2,598.00
			$ -	$ -	$ -
					$ -
		Total	$ -	$ 2,598.00	$ 2,598.00

Spending Changes

Fund	Expense Classification	Description	Current Budget	Changes	Amended Budget
203	Supplies	Firearms storage	$ -	$ 2,598.00	$ 2,598.00
					$ -
					$ -
		Total	$ -	$ 2,598.00	$ 2,598.00

Changes to the GENERAL LEDGER Budget

Financing Changes

Fund	Revenue Classification	Description	Current Budget	Changes	Amended Budget
203	State Grants	MN DPS Firearms Storage Grant	$ -	$ 2,598.00	$ 2,598.00
			$ -	$ -	$ -
					$ -
			Total $ -	$ 2,598.00	$ 2,598.00

Spending Changes

Fund	Expense Classification	Description	Current Budget	Changes	Amended Budget
203	Supplies	Firearms storage	$ -	$ 2,598.00	$ 2,598.00
					$ -
					$ -
			Total $ -	$ 2,598.00	$ 2,598.00

Changes to the PROJECT Budget (*Only complete this section if this is a CIP/CEP/Grant*)

Financing Changes

Project Number	Funding Source	Description	Current Budget	Changes	Amended Budget
GRSDPS-TBD	State Grants	MN DPS Firearms Storage Grant	$ -	$ 2,598.00	$ 2,598.00
					$ -
			Total $ -	$ 2,598.00	$ 2,598.00

Spending Changes

Project Number	Expense Category	Description	Current Budget	Changes	Amended Budget
GRSDPS-TBD	Supplies	Firearms storage	$ -	$ 2,598.00	$ 2,598.00
			Total $ -	$ 2,598.00	$ 2,598.00

	Grant Contract Agreement	Page 1 of 2

Minnesota Department of Public Safety ("State") Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139	**Grant Program:** Firearms Storage Grant Program 2024 **Grant Contract Agreement No.:** A-FSG-2024-BRKPRKCI-016
Grantee: City of Brooklyn Park 5200 85th Ave N Brooklyn Park, Minnesota 55443	**Grant Contract Agreement Term:** **Effective Date:** 6/15/2024 **Expiration Date:** 6/15/2025
Grantee's Authorized Representative: Nicholas Knoblauch, Inspector Brooklyn Park Police Department 5400 85th Ave N Brooklyn Park, Minnesota 55443 (763) 493-8259 nicholas.knoblauch@brooklynpark.org	**Grant Contract Agreement Amount:** Original Agreement $2,598.00 Matching Requirement $0.00
State's Authorized Representative: Kristin Lail, Grants Specialist Coordinator Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139 (651) 230-3358 Kristin.lail@state.mn.us	**Federal Funding:** None **FAIN:** N/A **State Funding**: MN Laws of 2023, Chapter 52, Article 2, Section 3, Subd 2 **Special Conditions**: None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract agreement.

Term: The creation and validity of this grant contract agreement conforms with Minn. Stat. § 16B.98 Subdivision 5. Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, Subdivision 7, whichever is later. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee, will:
Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved Firearms Storage Grant Program 2024 Application ("Application") which is incorporated by reference into this grant contract agreement and on file with the State at 445 Minnesota Street, Suite 2300, St. Paul, Minnesota, 55101-2139. The Grantee shall also comply with all requirements referenced in the Firearms Storage Grant Program 2024 Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (https://app.dps.mn.gov/EGrants), which are incorporated by reference into this grant contract agreement.

Budget Revisions: The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant contract agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

Matching Requirements: (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.

***Payment*:** As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over $100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15.

Signed: _____

Date: _____

3. STATE AGENCY

Signed: _____
(with delegated authority)

Title: _____

Date: _____

Grant Contract Agreement No./ P.O. No. A-FSG-2024-BRKPRKCI-016 / 3-94846

Project No.(*indicate N/A if not applicable*): N/A

2. GRANTEE

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

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Distribution: DPS/FAS
Grantee
State's Authorized Representative

Organization: Brooklyn Park, City of

Budget Summary

FSG: Brooklyn Park PD ERPO Firearms Storage				
Budget Category	**Award**			
Program Expenses				
Gun safe (2)	$2,598.00			
Total	$2,598.00			
Total	$2,598.00			

City of Brooklyn Park
Request for Council Action

Agenda Item:	4.12	**Meeting Date:**	May 13, 2024
Agenda Section:	Consent	**Originating Department:**	Police
Resolution:	X		
Ordinance:	N/A	**Prepared By:**	Stephanie Heiberger, Administrative Assistant
Attachments:	2	**Presented By:**	Mark Bruley, Police Chief
Item:	Osseo Independent School District School Resource Officer Agreement		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-_____ AUTHORIZING AN AGREEMENT WITH OSSEO SCHOOL DISTRICT 279 TO PROVIDE SCHOOL RESOURCE OFFICER SERVICES TO THE OSSEO SCHOOL DISTRICT'S BROOKLYN PARK SCHOOLS.

Overview:

The City of Brooklyn Park has provided five School Resource Officers to the Osseo Independent School District 279 for several years. The Osseo School District has requested that the City of Brooklyn Park continue to assign police officers to these schools to provide dedicated public safety services. The school resource officer (SRO) program is designed to fulfill three roles:

1. Provide law enforcement, promote crime prevention, and ensure safety within the District schools
2. Foster a positive school environment
3. Provide instruction/guidance to students in law enforcement and justice

Primary Issues/Alternatives to Consider:

This agreement shall be in effect from March 18, 2024, through June 30, 2026, unless otherwise terminated by either party in accordance with Section 18 of the agreement. The SRO agreement was originally approved by City Council on September 11, 2023, for the period of July 1, 2023, through June 30, 2026; however, that agreement was never fully executed due to changes in state law that impacted SROs in the schools. The agreement being presented here has the modified start date of March 18, 2024, and prorated amount for the 2023-2024 school year, to reflect the date the SROs returned to the schools.

Budgetary/Fiscal Issues:

A 4% inflationary increase is included in year two and year three of the contract.

Attachments:

4.12A RESOLUTION
4.12B AGREEMENT

RESOLUTION #2024-

RESOLUTION AUTHORIZING AN AGREEMENT WITH OSSEO SCHOOL DISTRICT 279 TO PROVIDE SCHOOL RESOURCE OFFICER SERVICES TO THE OSSEO SCHOOL DISTRICT'S BROOKLYN PARK SCHOOLS

WHEREAS, Park Center High School, Brooklyn Middle School, North View Middle School, and Osseo Area Learning Center are located in the city limits of the city of Brooklyn Park; and

WHEREAS, the City of Brooklyn Park Police Department has assigned school resource officers to the Osseo School District, and the Osseo School District has requested School Liaison Officers through the 2025-2026 school year; and

WHEREAS, the Osseo School District will reimburse the City of Brooklyn Park in accordance with Section 4 of the agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park that the City enter into an agreement with Osseo Independent School District 279 to provide school resource officers to the Osseo School District's Brooklyn Park schools.

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AGREEMENT FOR SCHOOL RESOURCE OFFICER SERVICES BY AND BETWEEN OSSEO AREA SCHOOLS, ISD 279 AND CITY OF BROOKLYN PARK

This Agreement by and between the City of Brooklyn Park ("City") and Osseo Area Schools-Independent School District Number 279 ("District") is entered into under Minnesota law.

PURPOSE**:**

The purpose of this agreement is to address the need for the presence of licensed peace officers to provide specific services/roles to Osseo Area Schools and establish a mutually beneficial framework that both schools and law enforcement can work within to achieve shared goals. The intent is to establish and delineate the mission of the School Resource Officer program as a joint cooperative effort between the District and the City of Brooklyn Park. The partnership is intended to facilitate effective, timely communication and coordination of effort for both the District and the City to promote a safe and positive work and learning environment and to decrease the number of youth formally referred to the juvenile justice system. Additionally, it clarifies the roles and expectations and formalizes relationships between the participating entities to foster an efficient and cohesive program that will build a positive relationship between officer, school administrators, school staff and students.

1. ROLE OF SCHOOL RESOURCE OFFICER ("SRO"). The SRO program is designed to fulfill three roles:
    1. Provide law enforcement, promote crime prevention, and ensure safety within District schools and property;
    2. Foster a positive school environment; and
    3. Provide instruction/guidance to students in law enforcement and justice.

Provide law enforcement, promote crime prevention, and ensure safety within District schools-

SROs are responsible for law enforcement incidents occurring in the school. Parents/caregivers, students, teachers, and other school personnel should bring complaints about student misbehavior to school administration rather than the SRO. A determination of whether an incident raises to the level of a law enforcement activity, when reasonable, should be made in consultation with a school administrator. While law enforcement is one of the roles of an SRO, officers responding to an incident or consulting with school officials are encouraged to use their discretion in determining the best course of action, especially when using alternatives to arrest. However, the SROs discretion to act remains the same as that of any other peace officer. SROs may also serve as members of school threat assessment teams and assist in monitoring students as well as determining the need, if any, for law enforcement action. Crime prevention activities include foot patrols, monitoring areas known for criminal activity, speaking with staff on reducing opportunities for crime, analyzing crime patterns, investigating crimes, and general patrol efforts. SROs are critical members of the school Building Crisis Response Team (BCRT) for emergency preparation, planning, and response.

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Foster a positive school environment-
SROs are expected to foster a positive school environment through relationship building. SROs will engage in various activities, in consultation with school administration, teachers, and students. SROs will strive to build a school culture of open communication and trust between and among students, families, and staff. SROs will focus on getting to know students, act as a role model, and to work with staff and administration to identify students that may be facing challenges and in need of additional resources to be successful.

Provide instruction/guidance to students in law enforcement and justice-
SROs should participate in the school community by becoming a member of the educational team where appropriate and by representing the law enforcement community to build positive relationships with youth, their families, and school staff. Whether talking to students in the hallways to build positive relationships or delivering a presentation in the classroom, SROs are embedded within the fabric of the school. SROs are to be proactive in seeking and creating opportunities within the educational setting. School administrators are encouraged to leverage this resource.

2. SRO EMPLOYED BY CITY. Each SRO is and shall remain an employee of the City. Nothing in this Agreement is intended or should be construed as creating or establishing an employment relationship between the District and an SRO. The City shall employ, in accordance with applicable state statutes, a police officer or officers to serve as an SRO (s) in District school(s). The selection and assignment of such officer(s) shall be at the discretion of the City and in consultation with the District. The City shall assume all obligations and payments with regard to such officers' salaries and benefits including worker's compensation, PERA, and withholding taxes. The District will compensate the City for these services as provided in this Agreement. The City will pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. The City acknowledges that it and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise from the District. Through this agreement, the City and its employees have no authorization, express or implied, to bind District to any agreements, liability, or understanding except as expressly set forth herein. The City will be solely responsible for the acts of its employees and agents.

3. TERM OF CONTRACT. The term of this contract shall be from March 18, 2024 to June 30, 2026, unless terminated by either party in accordance with Paragraph 19 of this Agreement.

4. FUNDING. For and in consideration of the provision of a School Resource Officer(s) services in accordance with the terms of this Agreement, the District agrees to pay the following amount per SRO to the City by June 30 of each year of this Agreement. A 4% inflationary increase is included in year two and three of the contract.

- 2023-2024 school year rate per officer: $19,685.01
- 2024-2025 school year rate per officer: $72,584.00
- 2025-2026 school year rate per officer: $75,487.40

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5. INVOICING. The police department shall provide the District Assistant Director of Risk Management one invoice per school year itemized for each school building. The District shall receive this invoice no later than June 1.

6. ADMINISTRATION RESPONSIBILITIES. Law enforcement services rendered to the District shall be at the sole direction of the City. Standards of performance, discipline of the assigned officer, and other internal matters shall be under the authority of the City. If requested by the City, the District shall provide the City with an appraisal of the City's services.

7. SCHOOL YEAR REPORTING. An SRO must report monthly to the school principal and District risk management on school-based arrests, referrals to law enforcement and diversions. The District and the City shall collaborate on the criteria to be reported prior to the start of each school year.

8. PROGRAM ASSESSMENT. The SRO Program will be assessed annually, and the evaluation will be conducted jointly between the police department and the District. By June 30 of every year, the police department shall provide the District a report from the previous school year. The following areas, at a minimum, will be used to evaluate the program:
    - Overview of the police department's school resource officer unit
    - Training attended
    - Training conducted
    - Meetings attended
    - Statistics, arrests/referrals
    - Highlights and accomplishments

    Each officer's effectiveness in the program will be discussed at the end of each school year in a joint meeting between the police department and the school District. The District and the police department will discuss program effectiveness. This may include a recommendation by the District to the City Chief of Police that an officer maintains their current school assignment, an officer is moved to another District school determined to be a better fit for both officer and the District or that an officer not be assigned to any District school. If during the school year there is a concern with the effectiveness of the SRO program, the District, Chief of Police, and site principal/administrator shall meet and confer to determine the best course of action. This may include any of the actions described above.

9. SELECTION OF SCHOOL RESOURCE OFFICER. When an SRO position becomes open at a District school, District officials are required to participate in a formal interview process conducted by the police department, regardless of the number of candidates. At a minimum, an administrator from the school/site the SRO is to be placed as well as a representative(s) from the District Security and Emergency Management department shall attend the interview to provide feedback to the police department. Additional selection criteria (police department bargaining contract, seniority, etc.) will be established by the police department. The police department may temporarily assign an investigator or police officer as an SRO in the absence of the assigned SRO for up to 60 school days.

10. TRAINING OF SCHOOL RESOURCE OFFICERS. All officers assigned as SRO's will complete training as required by their department as well as the Minnesota P.O.S.T. In addition, all SROs shall complete training specific to their role as a SRO in compliance with Minnesota statutes. The District will provide SROs appropriate training and opportunities to

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participate in professional development on topics relevant to the school setting and working with students. Such topics may include, but are not limited to restorative processes, equity foundational training, trauma informed, students with disabilities and special needs, social emotional learning and positive behavioral intervention supports (PBIS). The District will cover any costs associated with this training. Principals and assistant principals at schools where SRO's are assigned must complete one hour of training each year on the role of school administrators as it relates to the role of the SRO. The school District is responsible to ensure that principals are trained.

11. SRO SCHEDULING. By August 15 of each year, the District Assistant Director of Security and Emergency Management, school administration, in collaboration with the department's SRO supervisor, will determine the hours of SRO coverage at each school. A coverage schedule will be provided to the District, site administration, the SRO, and their supervisor each school year.

Time spent on emergency calls and police training not associated with the school District shall not be considered to be time spent as an SRO. Time in excess of eight hours per day shall be paid by the City according to the officer's employment contract with the City, providing such additional time has been approved in advance by the City. Blanket approvals will not be accepted. District requests for police services outside of the school day (athletic events, school dances, commencement, etc.) will be requested by submitting a police department contract police service agreement.

In the event the SRO is absent from work, the SRO or SRO's supervisor will notify the school principal and the Assistant Director of Security and Emergency Management as well as enter this information on a shared calendar that can be accessed and viewed by the District, site administration, the SRO, and their supervisor. In the event of any SRO absence, the District and the department will collaboratively determine if the temporary placement of another officer assigned as an SRO to a school is warranted. In the event an SRO is physically absent from their school duties for five (5) or more consecutive days, the department will work with the District to, as soon as practical, but no more than ten (10) days after the first day of absence, provide a replacement officer to fill the role of the absent SRO until such time as the SRO returns to their assignment or is replaced by another SRO. If the department is unable to provide a replacement SRO in this timeframe, the District will deduct the prorated cost based on the number of days over five (5) the SRO is absent.

12. DUTIES OF OFFICER. The list of basic duties and work schedule of each SRO shall be cooperatively developed between the District and the City. The District's Assistant Director of Security and Emergency Management may request, on behalf of the District, assignments of SROs to specific District buildings and the City will use its best efforts to comply with such requests.

Basic duties of the SRO will include but are not limited to:

1. Fostering a positive school climate through relationship building and open communication;
2. Protecting students, staff, and visitors to the school grounds from criminal activity;
3. Serving as a liaison from law enforcement to school officials;
4. Providing advice on safety drills;

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5. Identifying vulnerabilities in school facilities and safety protocols;
6. Educating and advising students and staff on law enforcement topics; and
7. Enforcement of criminal laws.
8.
9. Participate in District SRO meetings and the District Security and Emergency Management Advisory Committee as requested.
10. Collect data on SRO activities (arrests, referrals, etc.)

13. SRO ROLE IN SCHOOL POLICY VIOLATIONS. School administrators and staff are responsible for school discipline. Although SROs are expected to be familiar with District and school rules and their application, SROs should not be involved with the enforcement of school rules or disciplinary infractions that are not violations of the law or that do not constitute a significant threat to health and safety. SROs should not intervene unless the situation directly affects the imminent threat to the health, safety, wellbeing of another person.

14. NO AGENCY. The District has only those statutory powers granted to it by the legislature and those powers do not include the authority to raise a police force or confer law enforcement powers. Because the District lacks statutory powers to raise a police force or confer law enforcement powers, it has no power to authorize sworn peace officers to conduct law enforcement activities as the District's agent. When effectuating arrests, enforcing the law, keeping the peace, and responding to health and safety emergencies, the sworn peace officer is subject to the sole authority and control of the City and the District has no authority to direct, control, oversee, or in any way interfere with the sworn peace officer when carrying out these law enforcement duties; and the officer is not an agent of the District when carrying out such law enforcement duties.

15. PRIVACY OF PUPIL RECORDS. In accordance with the District's Protection and Privacy of Pupil Records Policy, No. 515, and consistent with the requirements of the Family Educational Rights and Privacy Act (20 U.S.C. 1232g; 34 C.F.R. Part 99) and the Minnesota Government Data Practices Act (Minn. Stat. Ch. 13 and MN Rules Part 1205, the Confidentiality of Information Section of the Individuals with Disabilities Education Act (34 C.F.R Parts 300.610-.627) the Health Insurance Portability and Accountability Act (HIPPA) (45 C.F.R Parts 160, 162 and 164) and the Records Retention Act (M.S. 138.17), a police officer shall be deemed to be a school official when performing the duties and responsibilities of the SRO. As such, the SRO and the City certify and agree that all data created, collected, received, stored, used, maintained, or disseminated by the SRO must comply with the Family Education Rights and Privacy Act, the Minnesota Government Data Practices Act, the Health Insurance Portability Act and the Records Retention Act.

16. CLOTHING, EQUIPMENT, AND SUPPLIES. The City shall provide any required clothing, uniforms, vehicle, necessary equipment, and supplies for its officers to perform law enforcement duties provided pursuant to this Agreement.

17. DISTRICT SUPPLIED ITEMS. The District will provide SROs access to an office that allows for security and privacy. The office must include, but is not limited to, a telephone, desk, chair, lockable filing cabinet, a computer, and monitor(s). The District will also provide a portable two-way radio to enable the SRO to communicate directly with school administration.

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18. SCHOOL CALENDAR. The District shall provide the City with a school calendar. The City will provide the services of its respective SROs one week prior to the start of the school year through the last day of school . On days where there is a City holiday but the school district is in session, the City will provide ~~a~~ one police officer at Park Center Senior High at no additional cost to the District.

19. TERMINATION. Any party may terminate this Agreement upon thirty (30) days written notice to other party. All payment due hereunder shall be prorated in the event of such termination.

20. SERVICE TO SCHOOLS. The City will provide a total of four (4) SROs under the terms of this Agreement. The following schools shall receive SRO services in accordance with paragraph 12 herein and under the terms of this Agreement:

Brooklyn Middle School	7377 Noble Avenue N Brooklyn Park, MN 55443	763.569.7700
North View Middle	5869 69th Avenue N Brooklyn Park, MN 55429	763.585.7200
Park Center Senior High International Baccalaureate World School	7300 Brooklyn Boulevard Brooklyn Park, MN 55443	763.569.7600

21. COMPLIANCE WITH THE LAW. The City and the District agree to and shall abide by, conform to, and comply with all of the laws, rules, and regulations of the United States, the State of Minnesota, and the City including but not limited to Minn. Stat. § 16C.05, subd. 5 governing retention of records pertaining to this contract, the Minnesota Data Practices Act requirements for private data on individuals, and Minnesota statutes pertaining to school resource officers.

22. SCOPE. It is agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral and written agreements and negotiations between the parties relating to the subject matter hereof.

23. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be deemed an original, all of which together shall constitute the same instrument.

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The parties agree to the terms of this School Liaison Services Agreement as evidenced by their signatures below.

CITY OF BROOKLYN PARK	OSSEO AREA SCHOOLS, ISD 279
	DocuSigned by:
_____	_____
Hollies Winston, Mayor	John Morstad, Exec. Dir. Finance and Operation
_____	4/22/2024 _____
Date	Date
_____	
Jay Stroebel, City Manager	
_____	
Date	

City of Brooklyn Park
Request for Council Action

Agenda Item:	4.13	**Meeting Date:**	May 13, 2024
Agenda Section:	Consent	**Originating Department:**	Administration
Resolution:	N/A		
Ordinance:	N/A	**Prepared By:**	Devin Montero, City Clerk
Attachments:	5	**Presented By:**	Devin Montero
Item:	Approval of Meeting Minutes		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO APPROVE THE MINUTES OF THE BROOKLYN PARK CITY COUNCIL MEETING OF JANUARY 8, 2024 AS PRESENTED BY THE CITY CLERK.

MOTION _____, SECOND _____, TO APPROVE THE MINUTES OF THE BROOKLYN PARK CITY COUNCIL MEETING OF JANNUARY 22, 2024 AS PRESENTED BY THE CITY CLERK.

MOTION _____, SECOND _____, TO APPROVE THE MINUTES OF THE BROOKLYN PARK CITY COUNCIL MEETING OF APRIL 8, 2024 AS PRESENTED BY THE CITY CLERK.

MOTION _____, SECOND _____, TO APPROVE THE MINUTES OF THE BROOKLYN PARK SPECIAL CITY COUNCIL MEETING OF APRIL 22, 2024 AS PRESENTED BY THE CITY CLERK.

MOTION _____, SECOND _____, TO APPROVE THE MINUTES OF THE BROOKLYN PARK RECONVENED BOARD OF APPEAL AND EQUALIZATION MEETING OF APRIL 22, 2024 AS PRESENTED BY THE CITY CLERK.

Overview: N/A

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments:
4.13A REGULAR CITY COUNCIL MEETING MINUTES, JANUARY 8, 2024
4.13B REGULAR CITY COUNCIL MEETING MINUTES, JANUARY 22, 2024
4.13C REGULAR CITY COUNCIL MEETING MINUTES, APRIL 8, 2024
4.13D SPECIAL CITY COUNCIL MEETING MINUTES, APRIL 22, 2024
4.13E RECONVENED BOARD OF APPEAL AND EQUALIZATION MEETING MINUTES, APRIL 22, 2024

REGULAR BROOKLYN PARK CITY COUNCIL MEETING

Monday, January 8, 2024
6:00 p.m.

Brooklyn Park Council Chambers
5200 85th Avenue North

CALL TO ORDER - Mayor Hollies Winston

PRESENT Mayor Hollies Winston; Council Members Maria Tran, Xp Lee, Christian Eriksen, Tony McGarvey, and Nicole Klonowski; City Manager Jay Stroebel; City Attorney Jim Thomson; Community Development Director Kim Berggren; Recreation and Parks Director Brad Tullberg; Police Chief Mark Bruley, and City Clerk Devin Montero.

MEETING VIA INTERACTIVE TECHNOLOGY: Council Member Boyd Morson

ABSENT: None.

Mayor Winston opened the meeting with the Pledge of Allegiance.

2A RESPONSE TO PRIOR PUBLIC COMMENT

City Manager Stroebel stated there was one comment at the last Council meeting from Collette Guyott Hemple, and she provided some suggestions to the Council and did not need a response.

2B PUBLIC COMMENT

1. Howard Dotson, Minneapolis. He wanted to follow up on legalize cannabis and share a resource. He stated Michelle Alexander wrote a book, The New Jim Crowe. He stated he was hoping if the city ran the 7 dispensaries for legalize cannabis that some of the proceeds could be used as restorative justice for the war on drugs, the war on crime. He stated the millions that ended up in correctional facilities because of drug charges, Michelle Alexander called it “the school to prison pipeline.: He stated he hoped if the city ran the 7 dispensaries, some of that money could be used as restorative justice, and some of those folks could be engaged and be a part of legalized cannabis.

   He stated he had concerns about transparency and accountability and about public safety in the city. He stated there was a double homicide on 73rd and Zane and saw some issues of quid pro quo, and conflicts of interest that compromised public safety, leading up to that tragic day. He invited Mayor Winston to join him on KMOJ station. He stated the purple shirts that were operating in Huntington Place, he asked them If they were working with the city and they said yes. He stated the current vendor Village BP was not able to be in Huntington Place and saw that as contributing to public safety that happened that day when they had the double homicide. He stated there needed to be transparency and accountability.

2. Collette Guyot Hemple, 9277 Trinity Gardens. Asked the Council to consider asking residents to support a referendum bond or levy to build the indoor amenities. She stated the city was far short of the neighboring cities that had 10,000 to 15,000 less people. She stated it had become clear the park referendum of 2018 the voters supported, was not enough to achieve the goal of a teen center, senior center park improvements and improvements to the community center.

She stated many cities of Brooklyn Park's size had far more and the swimming pool was one of those special things that the swimming lessons in school district buildings filled up within two hours. She stated it did not provide for the 30, to have swimming lessons. She stated 1.5 African American kids died for every one Caucasian child from a drowning incident. She stated the city had to provide those indoor amenities. She stated Minnesota had 6 months of winter and the School District complained about damaging floors for park and recreation. She stated the city would build amenities when it had a bigger tax base, yet kids need structured activities with mentors. She stated a referendum for gyms, two rinks, teen center; senior center and ability to provide for more swimming. She stated kids, parents and residents wanted those amenities. She stated Minnesota had 6 months of winter; and well known with the cold that was coming this weekend. She stated the school district complained about dance shoes damaging their floors for our parks and recreation. She stated the residents had heard over and over again the city would build amenities when it had a bigger taxbase, yet the kids needed structured activities with mentors now. She asked the Council to take a chance and asked the park and recreation staff to outline a referendum that included the money needed for gyms, two rinks, teen center, senior center and ability to provide for more swimming, for the kids. She stated their parents and residents would want the amenities for the six months of winter. She stated, Minnesota was famous for, we need these amenities indoors and support the people; because the resident were the primary ones that supported the cities. She stated when middle class people moved out because other cities had better amenities, the Council would be losing.

She asked the Council to consider using all marijuana funds the state gave to the parks and recreation because the more it kept people from using drugs and starting drugs, in the first place, the healthier our community is going to be for crime, for leisure, for property taxbases; people would be connected to community.

3A. MOTION KLONOWSKI, SECOND ERIKSEN TO APPROVE THE AGENDA AS SUBMITTED BY THE CITY CLERK.

Mayor Winston called for a roll call vote.

3A. THE MOTION PASSED UNANIMOUSLY ON A ROLL CALL VOTE AS FOLLOWS: YES-LEE, ERIKSEN, MORSON, TRAN, MCGARVEY, KLONOWSKI, WINSTON; NO-NONE.

3B PUBLIC PRESENTATIONS/PROCLAMATIONS/RECEIPT OF GENERAL COMMUNICATIONS

3B.1 Introduction of New Employees

Recreation and Parks Director Tullberg introduced Timothy Sayon as a new employees to the Recreation and Parks Department.

Jolene Rotich, Brooklynks Program Manager introduced Anthony Villegrana as new employees to the Community Development Department.

3B.2 Mayor's Proclamation to Recognize January 15, 2024 as Reverend Dr. Martin Luther King Jr. Day in the City of Brooklyn Park.

Mayor Winston read the proclamation to Recognize January 15, 2024, as Reverend Dr. Martin

Luther King Jr. Day in the City of Brooklyn Park.

4.0 MOTION ERIKSEN, SECOND KLONOWSKI TO APPROVE THE FOLLOWING ADMINISTRATIVE CONSENT ITEM:

4.1 SET PUBLIC HEARING DATE FOR FEBRUARY 12, 2024, TO CONSIDER THE RECOMMENDATION OF THE BROOKLYN PARK CHARTER COMMISSION TO AMEND CHARTER CHAPTER 4, SECTION 4.03, OF THE HOME RULE CITY CHARTER.

4.2 TO CONFIRM THE MAYOR'S APPOINTMENT OF AKIHITO JACOBS, CHRIS SULLIVAN AND JASON NEWBY AS ASSISTANT WEED INSPECTORS FOR THE YEAR 2024.

4.3 TO CONFIRM THE CITY COUNCIL APPOINTMENT OF AKIHITO JACOBS AND ALTERNATES CHRIS SULLIVAN AND MIKE CARHILL AS CITY TREE INSPECTORS FOR THE YEAR 2024.

4.4 TO APPROVE A TOBACCO LICENSE FOR STANDRIDGE EMPIRE, INC, DBA CELLARS WINE & SPIRITS – BROOKLYN PARK LOCATED AT 7944 BROOKLYN BOULEVARD, BROOKLYN PARK, MN 55445.

4.5 TO CONFIRM THE CITY MANAGER'S APPOINTMENT OF DR. MATTHEW HOCKETT AS BROOKLYN PARK'S HEALTH OFFICER FOR A TERM OF ONE YEAR TO EXPIRE DECEMBER 31, 2024.

4.6 TO DESIGNATE THE BROOKLYN PARK SUN-POST AS THE OFFICIAL NEWSPAPER FOR THE CITY OF BROOKLYN PARK FOR THE YEAR 2024.

4.7 TO WAIVE THE READING AND ADOPT RESOLUTION #2024-1 APPOINTING JESSE STRUVE AS DIRECTOR AND LATONIA GREEN AS ALTERNATE DIRECTOR OF THE SUBURBAN RATE AUTHORITY FOR 2024.

4.8 TO AUTHORIZE THE CITY MANAGER TO DESIGNATE A DEPARTMENT DIRECTOR, FIRE CHIEF, POLICE CHIEF OR THE ASSISTANT CITY MANAGER TO SERVE, IF NEEDED, AS ACTING CITY MANAGER THROUGH DECEMBER 31, 2024.

4.9 TO SET THE LOCAL BOARD OF APPEAL AND EQUALIZATION MEETING FOR MONDAY, APRIL 8, 2024, AT 6:00 P.M.

4.10 TO WAIVE THE READING AND ADOPT RESOLUTION #2024-2 DESIGNATING REAL PROPERTY APPRAISERS FOR 2024.

4.11 TO APPROVE AN AMENDMENT TO THE KENNEDY & GRAVEN LEGAL SERVICES CONTRACT FOR THE PERIOD JANUARY 1, 2024 THROUGH DECEMBER 31, 2025.

4.12 TO APPROVE A TETRAHYDROCANNABINOL (THC) LICENSE FOR PALMER LAKE VFW #3915, DBA PALMER LAKE VFW, LOCATED AT 2817 BROOKDALE DRIVE N., BROOKLYN PARK, MN 55444.

4.13 TO APPROVE A TETRAHYDROCANNABINOL (THC) LICENSE FOR E-CIG MARKET CORPORATION, DBA E-CIG MARKET, LOCATED AT 8413 WEST BROADWAY N, BROOKLYN PARK, MN 55445.

4.14 TO APPROVE A TETRAHYDROCANNABINOL (THC) LICENSE FOR BROOKLYN GROCERY & TOBACCO, DBA FAST N FRESH FOODS, LOCATED AT 6321 ZANE AVENUE N, BROOKLYN PARK, MN 55429.

4.15 TO WAIVE THE READING AND ADOPT RESOLUTION #2024-3 TO ACCEPT HENNEPIN YOUTH SPORTS PLAYGROUND GRANT AND AUTHORIZE THE MAYOR AND CITY MANAGER TO ENTER INTO A CONTRACT WITH NORTHLAND RECREATION FOR THE PURCHASE AND INSTALLATION OF PLAYGROUND EQUIPMENT, CONCRETE CURBING AND SAFETY SURFACING AT MISSISSIPPI GATEWAY REGIONAL PARK AT A TOTAL COST OF $175,000.

4.16 TO WAIVE THE READING AND ADOPT RESOLUTION #2024-4 TO APPROVE A CHANGE ORDER FOR PROFESSIONAL SERVICE AGREEMENT WITH DESIGN BY MELO IN THE AMOUNT OF $48,280 FOR TEEN CENTER DESIGN

4.17 TO APPROVE THE APPLICATION AND APPOINTMENT POLICY FOR FILLING A VACANCY IN THE OFFICE OF MAYOR OR COUNCIL MEMBER.

4.18 TO APPROVE THE ELECTED OFFICIALS RULES OF PROCEDURES AND CODE OF CONDUCT MANUAL.

Mayor Winston called for a roll call vote.

THE MOTION PASSED (5 TO 2) ON A ROLL CALL VOTE AS FOLLOWS: YES-ERIKSEN, MCGARVEY, KLONOWSKI, LEE, WINSTON; NO-MORSON, TRAN.

5. PUBLIC HEARINGS-None.

6. LAND USE ACTIONS-None.

7. GENERAL ACTION ITEMS-None.

7.1 Appointment of Mayor Pro Tem

7.1 MOTION WINSTON, SECOND KLONOWSKI TO APPOINT XP LEE AS MAYOR PRO TEM FOR THE YEAR 2024.

Mayor Winston called for a roll call vote.

7.1 THE MOTION PASSED (5 TO 2) ON A ROLL VOTE AS FOLLOWS: YES-MCGARVEY, KLONOWSKI, LEE, ERIKSEN, WINSTON; NO-MORSON, TRAN.

7.2 2024 Federal and State Legislative Priorities and Positions

City Manager Stroebel briefed the Council on the 2024 Federal and State Legislative Priorities and Positions.

7.2 MOTION KLONOWSKI, SECOND LEE TO ADOPT THE CITY OF BROOKLYN PARK'S 2024 FEDERAL AND STATE LEGISLATIVE PRIORITIES AND POSITIONS WITH THE AMENDED LANGUAGE REQUESTED.

Mayor Winston called for a roll call vote.

7.2 THE MOTION PASSED UNANIMOUSLY ON A ROLL CALL VOTE AS FOLLOWS; YES-TRAN, MCGARVEY, KLONOWSKI, LEE, ERIKSEN, MORSON, WINSTON; NO-NONE.

9A COUNCIL MEMBER REPORTS AND ANNOUNCEMENTS

Council Member Tran stated she wanted to honor police officers Labrock and Hglem for their very exceptional and excellent service. She stated they helped an elderly person in the West District last night and saved the person from the cold. She stated the person had a problem with the car battery and was locked out of the house and car and spent 30 minutes in the cold. She stated the officers took good care the elderly person and they tried to open garage door and front door without damaging it. She stated the officers didn't wear a coat while working out in the cold for nearly an hour and was emotional to see people serving the community and police department serving the community like that. She stated they deserved to be heroes of the month for January.

She stated she was in Germany for two weeks during Christmas and New Years and saw something compared with the city y and United States. She stated people there used water very economically. The sewer water had two systems, one for bowel movements and one for urination to save water that way. She stated they also had immigrant and criminal problems like here but the level of crime was better than the city. She stated the city had drug, alcohol and gun violence, but they had drug and alcohol and no gun violence and no shootings in their country. She stated the city should look at that and learn how to make the city's system better for society, crime and public safety.

Mayor Winston said Happy New Years to everyone. He stated everyone heard the council's legislative priorities and over the next few months they would hear more on how they were going to address public safety as their first priority as a city. He stated they would be rolling out how they are going to approach it and improve on what was done in the past. He stated he had been impressed with the police department on how they were willing continuously improve. He stated it would challenge the community as the council looked to cover the $3.5 billion gap between the city and Bloomington as they laid down the foundation. He stated they would be asking the community to get involved with that and would be hearing on how to get involved and what it looked like. He stated it was important to the future viability of the city even on items the thought were smaller, how many ice rinks versus how many basketball courts. He stated that cascaded down to the dollars they had to spend 10 to 15 years from now and was a lot easier when there was funding to accommodate options. He stated those were the two beginning priorities and would roll those out as they continued. He stated he was impressed with council last year the town halls and being amenable to the be at the townhalls and engage the community and would continue to seek resident output and seek to act on it.

9B CITY MANAGER REPORTS AND ANNOUNCEMENTS

City Manager Stroebel stated there was a legislative delegation meeting on Wednesday at 6 p.m.

For the community, there was a racial healing series event coming up next Tuesday, at North Hennepin Community College regarding two Brooklyns, one vision, as they saw us. He stated there was also an opportunity for the council related to that tomorrow evening and Dr. Davis sent something out.

At 7:14 p.m. Mayor Winston recessed the meeting and stated the Work Session would be in Room A203.

10. WORK SESSION

At 7:28 p.m. Mayor Winston reconvened the Work Session.

PRESENT Mayor Hollies Winston; Council Members Maria Tran, Xp Lee, Christian Eriksen, Tony McGarvey, and Nicole Klonowski; City Manager Jay Stroebel; City Attorney Jim Thomson; Community Development Director Kim Berggren; Police Chief Mark Bruley, and Zach Kramka Strategic Management Coordinator Communications Manager Risikat Adesaogun, and City Clerk Devin Montero.

MEETING VIA INTERACTIVE TECHNOLOGY: Council Member Boyd Morson

ABSENT: None.

10.1 Racial Equity Principles Discussion

City Manager Stroebel stated last spring they presented the DEI River map, strategic plan and part of the river map, was development of the Principles by Council and engage with stakeholders, and getting input from Commissions, and staff on the development of the principles. He stated tonight they would share the principles with the Council. He briefed on the vision statement, tonight's agenda.

Strategic Management Coordinator Kramka briefed on Race Equity and Putting Purpose Work.

Community Engagement Manager Shardlow briefed on the Methodology, and Themes

Dr. Davis presented the following principles for discussion.

- *Racial Equity Principle 1: Redistribute Power & Resources*
- *Racial Equity Principle 2: Make Data-Informed Decisions that Center Race*

At 8:51 p.m. Council Member Morson departed the meeting.

- *Racial Equity Principle 3: Acknowledge and Overcome Fear to Achieve What is Best for Humanity*
- *Racial Equity Principle 4: Prioritize Racial Healing from Racial Trauma and Commit to Racial Justice*
- *Racial Equity Principle 5 Establish Authentic Relationships with Community Members, in Particular, Those Who have been Previously ignored*

Mayor Winston stated one of the things they talked about was wealth creation. He stated if they were going to benchmark southeast Asians, African American, or Latino communities lagging in

terms of wealth, there needed to be some specifics around race because they were benchmarking that. He stated it would be a piece of it because they were going to have to track it and wealth had to come out of it. He stated wealth had to be created from it because that was one of the huge markers that controlled a number of outcomes, whether it was education, lifespan or quality of life.

Council Member Klonowski stated the heart of what James Baldwin was saying, you didn't ask the people at the top, you asked the other people. She asked why it was supervisors, managers and directors and if there were any conversations with the day to day staff who were not managers, directors, supervisors on how that applied to them in the city or working for the city. She asked if other people had opportunities to share it on multiple levels.

Dr. Davis stated in the multiple iterations of the development of the river map, multiple different constituencies weighed in from every level, everyday staff that were working in community development who might not have a managerial title but worked on a daily basis, from those at community engagement, had weighed in the different iterations of the development of the entire process. He stated feedback was provided to their respective managers on things they liked to see within the organization and were perplexing their work experience on a daily basis. He stated they had expressed that to the managers and directors, and they brought that to the arena of discussions as they wrestled with those ideals.

He stated they also did it at BP Learns, which was a weekly professional development where people could log in, which made it easier, to get offerings and people weighed in there. He stated their implementation motto was bringing it to the people that would operationalize it who were also be part of the process.

Council Member Klonowski remembered when the river map was presented to Council, and it was brought up about other groups experiencing other levels of harm and discussed at that meeting broadly and seeing it show up in the themes.

Community Engagement Manager Shardlow stated the Council, one person at CLIC and the Human Rights Commissioners discussed it. She stated the way they thought about it addressing race first created the framework, then they could apply it to work on the other groups. She stated they were standing by that and called them racial equity principles and would see where they were going once, they saw it all in place.

Council Member Klonowski asked about implemented that to other groups, when would that be given to the Council to see the progress, what tweaks needed to be made and then what happened.

Dr. Davis stated they would be going through a few more slides that would answer her questions. He briefed on the Introduction to Racial Principles.

Mayor Winston, stated in the second paragraph, "the city of Brooklyn Park leads with race," thought it could be a wordsmith item and thought of the worst way someone could take it. He understood the Council was talking about creating racial equity framework and addressing what needed to be address and leading with a racial equity framework. He stated there were people out there and all they needed to see was that and would say the city was leading with race and didn't know what bucket many of those folks were in and bothered them. He suggested a change to help people understand the goals they were leading with that framework to get those

outcomes, so it was clear. He felt it was one of those things that someone could take it completely out of context and wreak havoc with it.

Council Member Eriksens stated when he saw the words “leads with”, first thought was “Brooklyn Park is a leader with”, which wasn’t what was being communicated. He suggested using words, like “the city of Brooklyn Park centers race in”…. or “Brooklyn Park identifies race as key lens through…”.

Council Member Klonowski stated regarding stolen land. When the Council did a proclamation for Native American history, they didn’t name the tribes and it bothered her. She stated they had not acknowledged they were on land lived on by other people and didn’t name the tribes. She stated they had access to that information, and they should be much more aware of that and honor the people that had been here before any of the farmers or any of the Council.

Council Member Morson stated they could marvel at all of the hard work to put those things together, the bottom line was they had to take action to make sure the work. He stated all of the work they put in the meetings, writings and slides were meaningless if they were not taking action to do what it was they said they wanted to do. He stated the purpose was their number one goal in achieving all of the principles they were putting together to create a playing field for all people. He stated it would take action and dedication from all of them.

Racial Equity Principle #1, Redistribute Power and Resources.

Dr. Davis briefed on Racial Equity Principle #1.

Mayor Winston commented on the two middle bullets. He stated on “Resources will need to be deployed equitably” should not say equally. He stated just to say what they were going to do, and didn’t have to contrast it. He didn’t know if they had to state, “those with power may resist this redistribution but we will forge ahead”. He felt that was how the Council moved, they understood there would be some resistance, but they would do what was necessary to get them where they needed to go. He stated if he believed in the in the mission he didn’t always feel the need to invite for people to come and start that fight.

Council Member Tran stated that one applied to the state and federal on what they did to the city. They should not be dividing equally to every city. Every city had a different level of population and then among the population was more poverty and more color. She stated that was why they had to look into keeping the funds. She stated the city was not like Maple Grove, or Crystal and Brooklyn Park had more colored people and low income, poverty. Maple Grove and Crystal was doing better than Brooklyn Park and asked what they did with the money.

Mayor Winston stated it fell under equitably. He stated it was a way to say those in power might resist the redistribution. He stated it might be a learning curve for those in power and different parties or stakeholders because they were still going to forge ahead. He thought there were ways to help people understand what was going to happen, would happen and if they didn’t want to get there, it was on them.

Council Member Eriksen stated his observation with some of the 3rd bullet point, “those with power may resist this redistribution” seemed to be what Principle #3 was addressing, “acknowledging and overcome fear to achieve what is best for humanity.”

Council Member Klonowski stated she remembered when President Obama presented the idea of redistribution, the word alone was a fire storm. She agreed with the mayor's instinct to invite people to participate and not give them words to bring their armor out. She stated she could see how people would use it negatively and would rather people want to be part of the conversation and not feel turned off. She also agreed with equitably and not equally. She stated people could read that negatively because there was going to be fear and the more they presented things it was a welcomed conversation.

Dr. Davis went to the Revisiting Purpose of Our Work slide. He stated it was what the principles were and to whom were to utilize them. He stated they were guidelines to adhere to when the Council, staff and Commissions made decisions, design new initiatives, review existing programs, initiatives, policies, and everyday practices. He stated their rationale for saying that, was an internal living document for the purpose of moving their work more than it was an external facing body of work.

Mayor Winston stated he knew with FOIA requests or had commissioners that were not acting in the best interest of residents, suggested creating language they couldn't take it to the local news. He stated there were ways to have it as an internal document and still get there without creating tools people could use to derail it. He stated they made a lot of progress last year and this year was getting into the nitty gritty with racial equity. He stated once they got into the racial equity work then people would be pulling out a microscope and start looking for ways to derail it to stop the progress. He stated even if it was an internal document, to make it something that could not be easily used to derail what they were trying to do as a city.

Council Member Eriksen thought about the 3rd bullet point, not as an encouragement to fear language like equity and redistribution but rather as they didn't want to invite themselves to be afraid of those concepts before even starting to implement them by inviting residents to be resistant. He stated they knew they would be resistant if the Council was going to be reluctant to use words like redistribution and equity then Racial Equity Principle #3 was already diminished if that was the principle the Council valued.

Mayor Winston, thought bullet #2, should say, "Resources will need to be deployed equitably", and the other bullet, stated there might be a learning curve, and could say, "people in power or various stake holders, the work still needed to continue."

Council Member Klonowski, stated Racial Equity Principle #3 didn't have the word "redistribution" and that word alone, upset a lot of people. She stated the people had the idea, they had done it, put their taxes in, and built it to bring more resources to their wealth creation. She stated that channeled it in a much more positive way than with people thinking, they had done everything they were supposed to do to get there and going to take from them what they earned to give to other people. She states that's what she heard nationally and was a surprising thing to hear but a lot of people felt and said. She would rather not play into it and thought the way Racial Equity Principle #3 was stated was perfect. She stated she would lean away from words that divided rather than united the city on that path. She stated it was not a fear of a word, it was marketing and how people responded to different words in different ways.

Mayor Winston stated he knew was meant by that. He stated there were people that would take it and twist it to something different when he could rephrase it and still get to the same outcome from a city perspective. He stated he was saying for the 3rd one to change it to that and they could get into wealth creation but that was something that was necessary.

City Manager Stroebel stated the title of the principle included the word “redistribute.”

Mayor Winston stated it could say “empower and resources.” He stated he knew what would come from it, once it happened, it happened and once they decided it, it was on paper, it was there, and would be used a certain way. He stated the Council was saying, they didn’t think anybody would distributed their taxes, and did x, y and z, taxes were generally redistributed in some regard. He stated there was a large subset who did not track it with that reasoning, to take their wealth and flatten everything and didn’t matter if it was the truth or not. Flatten it so they were all on the same page and they worked hard to get there. He stated when they said redistribute, that was a sizable portion of the city. He was inclined to come up with language that was more unifying that people could get around. Then they as Council or commissioners could read through that and tracked what needed to be done but had to be on its face, unifying and what was unifying to the group might not be unifying to other people, which is part of the difficulty to governance and needed to address that.

Dr. Davis asked how much stock they put into that percentage of individuals, where there was a healthy constituency that wanted to hear that.

Mayor Winston stated that even thought he might not agree what those folks thought, he still had to govern with them and created some level to buy in. He stated even if the city was 60% of color, some of the vocal people and the people that would destroy it, were a smaller portion. He stated there was a vocal minority that had in the past slowed things down and interested in pulling as many of them to be at least reasonable as possible. If not, then the Council had to do what they had to do. He stated he had to be respectful of those opinions and there were people he disagreed with, but their opinion still mattered and still had to find ways to pull them into what the Council was doing in the city and get buy in. He stated if he couldn’t do that, they would still move forward. He stated part of it was saying, how did they create language they could get behind, if not, that was fine, and was not looking to antagonize anyone from day one.

Council Member Klonowski agreed, and she stated Dr. Davis and the group that worked on it was meaningful and not meant to dilute it. She thought there was antagonism versus bringing people into the conversation and she had seen historically some of those words being antagonistic. She would rather the Council learn from that and build bridges to people than making them feel the conversation didn’t include them. She also wanted her district to feel it was a conversation that they could and should be a part of. She stated it was about being neighborly and about supporting everyone around them. She stated her district was also extremely diverse and didn’t want any of her neighbors feel like they were not welcomed to the conversation because it felt antagonistic. She would rather bring everyone in instead of right off the bat saying, those were the words they knew were upsetting but they were just going to throw them in their face. She didn’t think that helped people be part of the conversation.

Council Member Tran agreed with Council Member Klonowski. She stated she didn’t feel her people in her District had a chance to say something about it. She stated it was made by someone else and not had connection with them, shared or listened to them.

Dr. Davis stated he could tell the Council with great confidence it was the work and was not the word. He stated diversity now was a word that was explosive and was what they were trying to do. He stated they could Thesaurus them, but it was the work.

Mayor Winston stated he had been involved with the work publicly and privately. He stated as a Council they had been slowing honing on what that work looked like. He didn’t see the reason to

antagonize and didn't feel great to do that but for purpose of governance and allowing Council to do work, didn't need to introduce that battle. He knew they were going to continue to do that work and there was a way to say it. He stated what they had done as a Council, they were trying to grow the pie so there was more for everyone and now they were trying to hone in to actually do that. He stated he wouldn't get into a tussle over specifically keeping the language that was there. He would rewrite it in way that was more neutral, even if they took words away, the Council knew what they meant. He stated the Council had to be held accountable to do the work but also didn't believe in throwing in a monkey wrench in the work. He stated If someone came back to him and say that communist guy wants to do X, Y and Z and they raised people up, was a negative story, people came out and were organizing behind it because they didn't understand the principles. He stated when people see those principles all they did was look at one or two sentences, then someone would write a 3 to 4 paragraph misquoting it and taking everything out of turn. He stated, then the Council would have to step back and tell everyone what needed to happen and what they meant, what they were going to do and move forward, whereas, if they just upfront, did it the right way, they could have a much smoother ride going forward.

City Manager Stroebel stated he recognized what the Council was saying and would continue the work. He stated they were only on the first principle and suggested going through all of them to get feedback because they would have to come back to the Council with another iteration to make sure Council was comfortable with them. He encouraged the Council to push their boundaries of comfort zones relative to the language. He thought some of the actions the Council had taken and recent Councils had taken, gave examples, the small business center, idea of expanding Zanewood teen center, the work on the prevailing wage and other efforts, were examples of redistribution of power and resources. He stated if it was watered down too much, it would have less meaning, intent and whatever they put forward people were going to have criticism of it.

Council Member Eriksen stated that related to the document in general the prioritization of unity over truth telling was a consist tool of white supremacy.

Council Member Morson stated he supported what the City Manager said and supported Dr. Davis's approach. He stated racism was not easy and not scripted. It was an event that happened that discriminated against people just because the color of their skin. He asked how they could lessen that impact for those who were impacted greatly by that. He stated actions spoke louder than words, the act done to implement those principles, if they saw the results from the actions, the words didn't make a difference because they saw the positive results from the actions that had been taken to implement it. He stated trying to rewrite the language, they would be there forever because everyone had opinions. He stated they should move forward what they thought was valuable and stay focused on the impact of what all of it meant and how it impacted those who they were defending now. He stated it wasn't diluted for them, they lived it, went through it and were still going through it. He stated it should not be sugar coated, diluted, watered down or if people wanted to make a scene because it was reality. He stated the reality was the fact that it was the truth.

Mayor Winston stated he understood people hid behind unity versus truth but also realized it was very real. He stated he had no desire to hamstring the council when they did the work that needed to be done because very often, people would say call it like it was, the people who called it like it was were generally ineffective and very often cared the least.

He stated those who made it happen do what was necessary to push it through to get it done. He stated he was not saying to water it down how they actively lived those principles. He stated

it was important to him understood the work staff had done on it and wanted to get it right. He stated he wanted to make sure they can run behind the principles, when they got out to the public, and the public got behind those principles. He stated to do that, required them to understand the real political reality they lived in so they can move forward.

He stated he wanted to wordsmith it and get it out the right way. Something they all could get behind and sprint on them for the remainder of their time in office and have a measurable change in terms of wealth, opportunity, and quality of life.

Council Member Lee stated after listening to the conversations, didn't think equitably distributing was not watered down. He thought it was turning it around to avoid the political trap that could come from the word redistribute. He stated it was not just whites that would feel like they were taking their tax money and power. It was also males and more privileged females from minority populations and immigrant refugee populations who felt they made it and felt they had lifted themselves up now, bought into the notion having the same privilege and money taken away from them. He stated he saw the mayors point, in terms of trying to avoid the political side. He stated that as a writer/poet himself, after listening to the conversations leaned to equitably distribution. He stated if they could avoid redistribute, thought that would be better. He thought the Council was a liberal progressive Council and asked if it ignited or inspired a less liberal progressive push in the city. He stated it could be undone in the future and were seeing a lot more conservative action in the area. He thought that principle leaned toward equitably distribute instead of redistribute. He thought the connotation on that was too politically charged.

Dr. Davis stated race equity was politically charged and asked how many words could be put on the sideline.

Council Member Klonowski stated that as a governing body, they owed the city both unity and truth and was not their job to offer either independently. She thought offering the truth was there with the racial equity principles were important. She stated the Council owed the city a unifying force behind it, that was their role and had to represent everyone in the city. She would like more people to join the conversation than feeling locked out of it. She stated the majority of the Council at this point were asking the language to focus on bringing people in as well as making sure the work in truth was there. She stated there were a couple words that were triggering for a lot of people.

Mayor Winston stated it was just in this section. He stated he read through the remainder and didn't see issues and it was those two bullet points he felt could cause issues.

Dr. Davis stated the Council also asked to change the principle.

Mayor Winston stated in that section didn't think they won as a Council if they said redistribute with power. He stated there were theories out there that people didn't have power couldn't surpass people with power given self-efficacy in some areas and there were other things they could do and were ways the state could assist in terms of creating the equity. He stated the redistribute power and resources, there were people that saw that and immediately thought Karl Marx. He stated they would call him and say that was Marxists. He stated it was not about the insults, it was about being able to move the work along. He stated he wanted to move the work along and didn't want to create a headwind as they moved the work. He just wanted to get the work done.

Council Member McGarvey stated that phrase was political and evoked Marxism, socialism, and then mixing that race, was a charged issue to begin with. He stated it was political and civic suicide if the goal was to create wealth and distribute it equally.

Mayor Winston stated the two bullets, should be "Resources will need to be deployed equitably" and Council Member Lee came up with language for the 3rd bullet. He stated however they wanted to wordsmith it, did not want to lead with redistribute power, and suggested, equitable power and resources, however, Dr. Smith wanted to handle that. He stated it needed to be addressed and from there most people would follow and track what needed to be done.

Principle #2 Make Data Informed Decisions that Center Race

Dr. Davis briefed on Principle #2.

Council Member Lee suggested add to disaggregate data by race and nationality, ethnicity and origin. He thought that would add more to what they were trying to get in deeper data.

Mayor Winston stated there needed to be some type of goals or measurement and was simplistic. He gave an example, he wanted $10,000 income annual more for this race. He asked what some measurements were where they could look at, quality of life improved, wealth had improved, and tracking some of the groups most affected. He stated if they were looking at Asian Americans, Chinese, Korean, and Japanese were generally over indexing compared to Southeast Asian groups and same thing with African heritage. He stated having measurements where they were saying, creating this equity and needed to see those groups to have that level of equity. He stated when they began to see that, they would see those big gaps, didn't get the same differences in educational outcomes or homeownership. He stated he didn't know what those measurements looked like but those had to be there. He stated it would be tough for the Council, 6 years from now, someone would say this was what the Council said. They either were going to hit or not hit it, but hopefully overshoot the mark. He stated because it was difficult, was a good chance it was under, and people held Council accountable. He stated the Council could say why it missed it, what happened and what occurred there. He thought that needed to be a part of it. He stated it was difficult to look at those principles if he didn't have a visual in his mind, what that looked like in someone's life, an "X" number of households, coming off of free lunch or childcare was easier for them. He stated those were real things and indicators, if it happened and they hit it, they could say they understood how that felt in someone's life and understood why that was important and people would understand why it was important.

City Manager Stroebel stated a lot of data sources they relied on were from the Census, American Community Survey, that did not do it now. He stated there would be some areas in data collection where they were able to go deeper but would also be challenged. He stated the data they did have, unemployment rate, homeownership and income, where they would like to drill down, won't be able to. He stated it didn't mean they didn't strive for it in ways they could such as loans that were distributed and people participating in programs. He stated it would be easier for to do that, but in areas where they relied on state and federal data would be challenging.

Council Member Lee stated if they were having issues with diving deeper into the census data or state data in particular to connect with the MN state demographers office and they could help.

Coordinator Kambra stated the intent behind that principle was saying they valued data, how they used it and used it to evaluate programs, policies, and budgets. He stated when they said they were evaluating data, in the day to day and in the project by project, they did big picture things, and look at gauging success. He stated the way it was written was not getting that specific.

Mayor Winston stated he would like something like a dashboard with three measures and under those measures were two or three things. He stated racism and disparities were so real and would not be flattering in the beginning. He stated it did allow them to track progress made and helped people understand what was going on in the city and what they were aiming for.

Council Member Klonowski asked about the bullet point “incorporate an asset based lens when utilizing data” and if it meant net property.

Dr. Davis stated asset based was central to the thought of positive frame of mind. He stated it was data that created positive imagery and not just one that was saturated in a negative approach. He stated the concern was the protection of data in the sense of his information was valuable and did not want it to be leaked out to anyone. He stated there was also concerns of people of color being othered by data.

Council Member Klonowski stated she read it to be assets, vehicles, properties and suggested rewording it where it was describing more of what it was saying because it was very confusing. She was thinking homeownership numbers and quantitative data.

At 8:51 Council Member Morson departed the meeting.

Racial Equity Principle #3: Acknowledge and overcome fear to achieve what is best for humanity.

Dr. Davis briefed on the Racial Equity Principle #3.

Council Member Klonowski stated how she read it, suggested, “Acknowledge it takes courage to achieve what is based for humanity”. She stated it was again inviting people to be part of the conversation when it said fear and making people feel bad. She stated people would look at it and say it did scare her but was courage not fear. She thought what was said, was right, but thought it could be dividing. She stated fear was another strong word and would rather invite people to be part of it than say that.

Mayor Winston stated he liked the invitation approach. He stated the only thing he would put was “making unpopular decisions that often benefits the most marginalized” because it could be read, saying that all those unpopular decisions were going to always benefit the most marginalized, and sometimes it benefitted everyone.
Council Member Klonowski liked the term challenging instead of unpopular, because it went right to courage. She stated it took courage to face a challenge and unpopular was just saying the majority of people didn’t approve of it.

Council Member Eriksen stated he was thinking of a concept of asset based as Council Member Klonowski was challenging the language that courage was an asset.

Mayor Winston stated he would support that approach. He thought that often it benefitted the most marginalized was going to be key. He stated that putting it in a way that challenged people

was inviting them in to make those difficult decisions for their city and tried to be involved. He stated he would frame it more that way for people to get involved with and then Council was going to do what they had to do. He stated some of that would be unpopular and framing it in a way that built understanding that the Council was doing that for the general community to realign some things, reimagine things and create new systems that worked for them.

Council Member Klonowski stated she wanted to understand as she was reading the language there was obvious intent there in reading the second part, “The city of Brooklyn Park will not let fear of retribution by some prevent the advancement of racial equity”. She stated it kind of fit to what she was talking about and was almost like pushing away and wondering what the intent was behind it.

Dr. Davis state that too often noncity employees that were average joes in the community helped make decisions, just a couple of them and had more than enough people who didn’t agree with their logic. He stated for far too long, their political prowess had reigned supreme and at what point did they stood up and pushed back, he stated that was the intent.

Council Member Lee suggested switching the principle in the first bullet point as the main principle to #3 to “Innovation and courage will be required to transform systems” as the principle.

Coordinator Kramka clarified that “Acknowledge and overcome fear…” would be swapped with the first bullet point, “Innovation and courage will be required to transform systems.”

Racial Equity Principle #4: Prioritize Racial Healing from Racial Trauma and Commit to Racial Justice.

Dr. Davis briefed on Racial Equity Principle #4.

Council Member Klonowski suggested “Prioritize Healing from Racial Trauma” instead of “Prioritize Racial Healing from Racial Trauma….”

Dr. Davis stated racial healing was a particular process that focused on racial trauma, they had all been plagued with and specificity spoke to the particular antidote.

Mayor Winston stated he was comfortable with it.

Council Member Klonowski stated it had racial healing, racial trauma and racial justice, a lot of the same words in the same sentence saying the same thing. She stated it was not very concise when one of the guiding principles was to be concise and clear.

Racial Equity Principle #5: Establish authentic relationships with community members, in particular, those who have been previously ignored.

Dr. Davis briefed on Racial Equity Principle #5.

Council Member Eriksen suggested a comma, after “communities of color”, because communities of color were not transactional.

Council Member Lee asked what the goal was and what it was for. He stated it was describing what they were doing and was a good description in trying to establish and maintain relationships. He suggested pointing to one of the city goals in terms of wanting to engage the community more with city processes or resources.

Mayor Winston stated he saw Council Member Lee's point. Did they want those relationships to help with better governance because the Council was hearing they had a better understanding of what people were struggling with or were they giving them a stronger voice for self-efficacy. He stated they were more involved with the city and those were three things that could be said with one word. He agreed with the language and maybe the goals and principle portion were very short and those who were previously ignored to have a better governance input.

Coordinator Kramka clarified it was trying to keep them grounded and not be out of touch.

Mayor Winston stated it kept them grounded and Council Member Lee's point that would help. Giving a reason why they should have those relationships because people did not care of those previously ignored and didn't understand the reasoning besides why they should have it. He stated if they asked them why they needed it, they wouldn't get it. He stated it did negatively affect how they could governance the city if they didn't have those relationships.

Dr. Davis stated he would argue that community was an expansive definition that was often not included in the way it should have the most marginalized. He stated the average joes talked about not enough for seniors but were not clear of what seniors they were talking about. He stated as they talked about authentic relationships, they had to probe other communities the Council didn't always get to hear from, versus the average joes who were the loudest.

He stated they had spent several hours and still confused on who they were really going to speak to, what the person looked like and put a name on it.

Mayor Winston thought it was difficult in the city on why it was hard to govern diversity. He stated 60% of the city were people of color and within that was so much diversity itself, when he thought who they were trying to reach. When he looked at that language, people would see a little of themselves in all of those principles and if they couldn't see a little of themselves, understood the importance of those principles as to why it would help with their city to make it a better place. He stated that was how he would try to approach the messaging because the city had so much diversity. If he was in Plymouth or Minnetonka, he would keep it simple and he knew who was in Plymouth and with diversity it was more difficult in that they had to create something that really went to general humanity of people. He stated if they didn't have that humanity then it had to be, it made good sense, it made they city safer or wealthier. He stated that was how he saw people looking at it.

Community Engagement Manager Shardlow stated that was the what and they did not have the why. She thought the why was implied because the purpose of principles was to look at the policies and procedures, practices, programs when they were using data to develop racial equity goals. She stated it didn't explicitly say that and thought they could do a better job by incorporating that into the principle of the why they were doing it.

Council Member Klonowski asked Dr. Davis, who did he see that for and where was it evolving and changing. She asked who he saw doing the work.

Dr. Davis stated he was employed and a resident who lived in the East. He could see himself in that and was being spoken to explicitly and clearly. He stated he wanted to see redistribution and didn't want the water. He stated he wanted to be clear with everyone and continued to say, words didn't do the work, they did the work. He stated they could rewrite it, but it had to get done and Council members who directed staff as well as constituents would do the work.

Council Member Tran asked how they could do the work with the people when the people had nothing to do with those principles. She stated the people were in wide areas of diversity, every culture and still had a lot of problems between cultures, rich gaps that was not an easy thing.

Dr. Davis stated it went back to the previous discussion they had on what the people would be talking about.

Mayor Winston stated they were elected to do that. He stated he had been able to build a relationship with some African communities. What he found was when actively solving problems with certain African communities, on doing business with them or political issues that was when people got close and built relationships. He stated that much of pulling people together was not going to be with meetings or discussions, it was going to be as they grappled with real issues. He stated they were elected to oversee to fix governance, keeping the principles in mind, actively bringing people together and unifying around those issues. He stated not everyone would always be at the table and what he had seen was solving problems, using principles and keeping that in mind was what brought people together was the easiest way to do it and was also difficult.

Council Member Eriksen asked if they were having a separate meeting later to deal with the implementation.

Dr. Davis stated what the Council saw tonight were the principles and would see later, questions to help guide the process when designing or reevaluating something, called the racial equity tool kit. He stated they would be revising it within the coming months and would work with the communications team to develop a marketing and branding strategy for those principles, such as little cheat sheets with the questions and the principles, table tips, small posters and then provide training to the organization, Commissioners, and Council for operationalizing and lastly to assess and implementation.

Council Member Eriksen stated he had concerns around the implementation. He had concerns about Commissions and how the Council included them in the process of governance. He stated that being on the Human Rights Commission and the Council Liaison to the Community Long Range Improvement Commission, saw policies coming to the Commission as an afterthought and Council saying, "we want your opinion on this for the meeting in two weeks". He stated they were just hearing of it just now, they had questions, had concerns, it was a big deal and asked why they were not included 3 months before, so their concerns could be taken seriously. He stated if the Council was already struggling with that as it related to commissions in their role in governance, asked how was the process going to be included in governance early enough to where it made a difference in their work. He gave an example, when Fire Chief Conway had something in the work plan for the second quarter of the year, asked how the Council knew the process by which those principles impacted his work 6 months ago when making a decision from the dais. He didn't know what it looked like, and maybe every policy went to the Council for a vote, had an addendum, had a rubric of how those were. He stated if they were going to do it, thought it was worth doing and taken seriously, then they were with taking Commissions.

Dr. Davis stated with the racial equity tool kit, there were series of questions the council should thoroughly go through prior to completion of the design or the re-evaluation of something. He stated while it was not a rubric, it was a process in which, they could say with great confidence, they went through a series of questions, aligned with the principles and they felt good about how they developed it with X, Y, and Z in in mind.

City Manager Stroebel stated the Council had given a lot of feedback tonight and before it came back to a regular meeting, they would come back with another version at a work session with more specifics on the implementation strategy because it was important. He stated on the question on how they would know Chief Conway's 2nd quarter making decision. The difference between policy and operations, the Council needed to adopt the principles so they could incorporate it in things that came before the Council just like BP 2025 goals to help inform the Council. He stated they would also be used from the operations perspective as well. He stated the Council was not involved in every day-to-day decision that a Director made. He stated what the Council could do was provide those city goals, racial equity principles, to say that was how they wanted decisions to be made through those lenses.

Council Member Eriksen stated he was not talking about the day-to-day operation decisions. Did the hiring and firing a battalion chief have this and that and the other thing. He was hoping it was taken into consideration and was talking more about the big picture decisions that came before the Council to decide if they were going to be a city with 3 or 5 fire stations and that had impact for response times. The response time impacted the Zane corridor that way versus the golf course, versus others. He wanted to be clear how that impacted the work leading up to something coming before the Council.

City Manager Stroebel stated he would come back with updated versions and maybe more around the implementation because, how it got implemented among Council, Commissions and staff was important.

Council Member Lee stated that going back to Principle #4, on the two bullet points, he would like to see one about the city creating space to continuously reflect and have conversations around racial trauma and committing to racial justice. He thought about the city holding space for it, participation was great and understood that some of the policies and practices led to harm, but thought continuously holding a space to reflect and to recommit.

Council Member Klonowski stated she was not going to center her comment around the white community. She stated a lot of people here moved here because of diversity. She moved here because of family circumstances, and she stayed and chose to get involved because diversity mattered to her. She stated she left the north metro 20 years ago because it was not diverse and came back and fell in love with what the city brought. She knew a lot of families similar to hers wanted to raise kids in a diverse environment. She stated she wanted families like hers to be part of the conversation too because they wanted to be part of the healing, part of growth going forward and welcomed the diversity. She stated it was an asset and just wanted to make sure the Council did not lose sight of that. She stated she did not want it centered around them but they were an important part of the community and people expressed it regularly and that was important for them in the city.

Dr. Davis stated he didn't disagree with anything that had been shared and the responses. He stated he would ask them to come to some of the things they were putting on because when he looked out there, they were not present. He stated he didn't know why, and they were providing

opportunities to unify. He stated he could tell with great confidence he was not seeing a commitment.

Council Member Klonowski suggested doing a better job to invite the community. She stated they had a problem disseminating information and talked about that in so many areas. She stated she would stand by a lot of what they talked about tonight, making it about a bigger group of all of them that cared deeply and inviting more people to those conversations. She didn't know what was planned and what the activities were with brining in the community to have those conversations. She stated it was important and would do her part to get people there if she had advanced notice and was important for the future of the city and needed people there to participate.

Mayor Winston stated most of the Council had been there one or two years and as they advanced the principles would run into a lot of, "this isn't working", "nothing had been done to address it", or "something has been done to address it and partially working" or "it's not working and fixing it." He thought it would be part of the process and would be herky-jerky because it had not been addressed. He stated that Dr. Davis was talking to people about it for years and it would have been rough and to keep in mind it didn't mean to slow down. He went to some of the events and did not look like voters of the city. He stated they got to get it closer to looking like the voters of the city with the understanding that some of those voters were not interested. He stated it was the work they had to do and a larger conversation with the communications manager and others involved on it.

Council Member Lee stated to the point about community engagement, he was not seeing enough people. He stated there was a lot of nuances and would take a long time. He stated they were just starting the process, there was a lot to talk about, a lot of effort to do the work and get into the nitty gritty. He stated from experience there was a lot of anti-blackness in the Asian community and there was a lot of anti-diversity too in the Asian community he was aware of. He stated even with his skills and background to navigate, it felt like pulling teeth and would get people who didn't care. He stated what the Council had before them was an opportunity, once in a lifetime and once in a century opportunity moment in the city where the diversity, politics, and potential coming together in way to meet the moments of this time they were living in. He stated it was why it inspired him to run and to do work. He stated they just had to stay committed to it as much as possible and would take a lot from staff and Council. He stated it was a lot of conversations and was a long journey ahead but hopefully, they were setting the groundwork to continue to make it happen into the future.

ADJOURNMENT - With consensus of the Council, Mayor Winston adjourned the meeting at 9:36 p.m.

_____
HOLLIES WINSTON, MAYOR

_____
DEVIN MONTERO, CITY CLERK

REGULAR BROOKLYN PARK CITY COUNCIL MEETING

Monday, January 22, 2024
6:00 p.m.

Brooklyn Park Council Chambers
5200 85th Avenue North

CALL TO ORDER - Mayor Hollies Winston

PRESENT Mayor Hollies Winston; Council Members Maria Tran, , Xp Lee, Christian Eriksen; City Manager Jay Stroebel; City Attorney Jim Thomson; Community Development Director Kim Berggren; Finance Director LaTonia Green; Strategic Management Coordinator Zack Kramka, Police Chief Mark Bruley, Fire Chief Shawn Conway, Planning Director Paul Mogush, and City Clerk Devin Montero.

ABSENT: Council Member Boyd Morson (excused)

Mayor Winston read a statement regarding meeting via interactive technology.

REMOTE ATTENDANCE: Council Member Nicole Klonowski

Mayor Winston opened the meeting with the Pledge of Allegiance.

2A RESPONSE TO PRIOR PUBLIC COMMENT

City Manager stated that there were two comments at the last meeting. 1). Guyott Hemple urging support on a referendum bond or levy to build additional indoor amenities for community members, and interest around building supporting the youth to create more structured activities. She mentioned using some of future marijuana funds the state would give to the city and direct those funds to park and recreation to combat efforts for people using drugs and other similar activities. 2). Howard Dotson, encouraged the city to run the seven dispensaries around legal cannabis and use those dollars to help with restorative justice efforts. He also had other comments not needing responses.

2B PUBLIC COMMENT

1. Howard Dotson. Requested the council follow the rules for public comment as he experienced on January 8. He continued to have concerns about the former employees who there were victims of wage theft with the vendor before Village BP. He had concerns about campaign finance violations, conflicts of interests, and quid pro quos. He was concerned about the safety at Huntington Place because Village BP was not able to provide de-escalations services which was adjacent to where there was a double homicide. He asked about who the purple shirts were and who was funding them; and the relationship with the city and how it complicated things. He had concerns about the council last meeting where Roberts Rules was not followed. He stated they were supposed take nomination from the floor. He stated his first amendment was infringed upon when the rules were not followed with public comment. He stated that previously on WCCO, it was said that there would be a recusal when there were items involved with legalized cannabis and was brought to his attentions it was not followed. He stated any elected official whose got a financial gain on matters before the city needed to recuse themselves.
2. Collette Guyotte Hemple, 9277 Trinity Gardens. Asked the council to request the Recreation and Parks Advisory Commission that meets this week to prepare a

referendum for indoor facilities for the city. She stated the legislative packet asked for money but there was a significant gap between the amount necessary to fund the remodel of activities center, at $13 million, the teen center at $6 million for the city to pay and some of that was from the previous referendum. She stated the senior center was $8 million which was over and above the referendum money. She stated if the price was similar to the teen center, the total cost there was no aquatic center was discussed so kids had the ability to call the #3 of registration and still able to get a lesson. She stated the recreation and parks staff provided a high quality program but to keep up with metro cities, smaller and large, the city needed to build amenities to be a regional destination like Plymouth, Maple Grove, Woodbury, Bloomington, and Duluth. She stated Brooklyn Center and Champlin both had indoor pools with public access and were a third the size Brooklyn Park. She stated Maple Grove, Bloomington and Duluth had indoor pools and beaches that residents had access to. She talked about the state surplus and the city needed to ask for its share. She suggested a sales tax, which seemed regressive, but not having the opportunities for the kids that were low income was more regressive. She stated she created a chart and gave a copy to the city manager to make copies for the council. She stated that to increase the city's tax base, it needed had to have amenities so that people who worked in the city and lived in the city had facilities in the city. She stated there was 6 months of winter and was important the city provided opportunities to kids and provided mentors for the kids and was an opportunity for them to see government working for them. Of the people, by the people and for the people.

3A. MOTION LEE, SECOND MCGARVEY TO APPROVE THE AGENDA AS SUBMITTED BY THE CITY CLERK.

Mayor Winston called for a roll call vote.

3A. THE MOTION PASSED UNANIMOUSLY ON A ROLL CALL VOTE AS FOLLOWS: YES-LEE, ERIKSEN, TRAN, MCGARVEY, KLONOWSKI, WINSTON; NO-NONE..

3B PUBLIC PRESENTATIONS/PROCLAMATIONS/RECEIPT OF GENERAL COMMUNICATIONS

4.1 AUTHORIZING STAFF TO ACCEPT GIFTS OF REAL AND PERSONAL PROPERTY PURSUANT TO MINNESOTA STATUES, SECTION 465.03.

4.2 TO FULLY RELEASE THE DEVELOPERS' ESCROW ($123,602.29), AND TO FULLY RELEASE THE PERFORMANCE BOND ($237,700.00) FOR SATISFACTORY COMPLETION OF THE "610 JUNCTION 2021 UPDATE" PROJECT #21-103 LOCATED AT 9360 DECATUR DRIVE NORTH.

4.2 TO FULLY RELEASE THE LETTER OF CREDIT ($1,133,100.00), TO FULLY RELEASE THE DEVELOPERS' ESCROW ($34,936.01), TO FULLY RELEASE THE PERFORMANCE DEPOSIT ($59,600.00) FOR SATISFACTORY COMPLETION OF THE "NORTHPARK 8TH ADDITIONS/BUILDING 7" PROJECT #21-109.

4.2 TO FULLY RELEASE THE DEVELOPERS' ESCROW ($28,688.77) FOR SATISFACTORY COMPLETION OF THE "SPERO ACADEMY" PROJECT #21-115 LOCATED AT 7600 HUMBOLDT AVENUE NORTH.

4.2 TO FULLY RELEASE THE LETTER OF CREDIT ($4,354,600.00), TO FULLY

RELEASE THE PERFORMANCE DEPOSIT ($396,000.00), AND TO PARTIALLY RELEASE ($131,076.32) THE DEVELOPERS' ESCROW FOR A NEW TOTAL OF ($50,000.00) FOR SUBSTANTIAL COMPLETION OF THE "NORTHPARK BUSINESS CENTER 7TH ADDITION" PROJECT #21-123.

4.2 TO FULLY RELEASE THE PERFORMANCE BOND ($74,000.00), AND TO PARTIALLY RELEASE ($48,171.48) THE DEVELOPERS' ESCROWS FOR A NEW TOTAL OF ($50,000.00) FOR SUBSTANTIAL COMPLETION OF THE "610 JUNCTION WEST" PROJECT #22-112 LOCATED AT 9500 DECATUR DRIVE NORTH.

4.3 TO WAIVE THE READING AND ADOPT RESOLUTION #2024-5 APPROVING THE CITY OF BROOKLYN PARK'S SUBMISSION OF AN APPLICATION FOR MINNESOTA SAFE ROUTES TO SCHOOL INFRASTRUCTURE PROGRAM GRANT FUNDING.

4.4 TO APPROVE A TETRAHYDROCANNABINOL (THC) LICENSE FOR UP ADAMS LIQUOR CORP., DBA UP NORTH LIQUOR, 9570 NOBLE PKWY N., BROOKLYN PARK, MN 55443

4.5 TO WAIVE THE READING AND ADOPT RESOLUTION #2024-6 TO RENEW AN AGREEMENT WITH CORNERSTONE TO PROVIDE VICTIMS AND FAMILIES EXPERIENCING DOMESTIC VIOLENCE WITH ADVOCACY SERVICES.

4.6 TO WAIVE THE READING AND ADOPT RESOLUTION #2024-7 RELATING TO COUNCIL/STAFF RESPONSIBILITIES.

4.7 TO WAIVE THE READING AND ADOPT RESOLUTION #2024-8 RELATING TO BUSINESS EXPENSES OF THE CITY COUNCIL.

4.8 TO WAIVE THE READING AND ADOPT RESOLUTION #2024-9 AUTHORIZING SUPPLEMENTAL COMPENSATION FOR MAYOR AND COUNCIL MEMBERS WHO ATTEND APPROVED MUNICIPAL FUNCTIONS.

4.9 TO WAIVE THE READING AND ADOPT RESOLUTION #2024-9 ESTABLISHING AN ABSENTEE BALLOT BOARD, APPOINTING ABSENTEE BALLOT BOARD JUDGES FOR THE MARCH 5, PRESIDENTIAL NOMINATION PRIMARY, AUGUST 13 PRIMARY AND NOVEMBER 5, 2024 GENERAL ELECTIONS AND APPOINT ALL MEMBERS APPOINTED AS THE HENNEPIN COUNTY ABSENTEE BALLOT BOARD TO ACT AS THE BROOKLYN PARK ABSENTEE BALLOT BOARD FOR THE MARCH 5, AUGUST 13 AND NOVEMBER 5, 2024 ELECTIONS.

Mayor Winston called for a roll call vote.

4.0 THE MOTION PASSED UNANIMOUSLY ON A ROLL CALL VOTE AS FOLLOWS: YES-ERIKSEN, TRAN, MCGARVEY, KLONOWSKI, LEE, WINSTON; NO-NONE..

5. PUBLIC HEARINGS-None.

6. LAND USE ACTIONS-None.

7. GENERAL ACTION ITEMS-None.

8.1 Brooklyn Park Community Plan Steering Committee

City Manager Strobel briefed the council on

8.1 MOTION WINSTON, SECOND LEE TO APPOINT THE MAYOR, COMMUNITY LONG-RANGE IMPROVEMENT COMMISSION COUNCIL LIAISON COUNCIL MEMBER LEE, AND COUNCIL MEMBER TRAN TO THE BROOKLYN PARK COMMUNITY PLAN STEERING COMMITTEE.

Mayor Winston called for a roll call vote.

8.1 THE MOTION PASSED UNANIMOUSLY ON A ROLL CALL VOTE AS FOLLOWS: YES-TRAN, MCGARVEY, KLONOWSKI, LEE, ERIKSEN, WINSTON; NO-NONE.

8.2 City Manager's Presentation on the Trade Mission to Japan. He briefed on Preparation, Brochure, 53rd Annual Japan-Midwest Joint Conference, Context for US Midwest and Japan Relationship, Promotion, Networking and Business Connections, Tokyo Business Visits, Osak Chamber of Commerce, Follow Up and Next Steps.

Mayor Winston stated it was great to have the city manager there and was extremely helpful. He stated when they saw other people there, they had staff there too. He stated there was a lot of information to grab onto, a lot to do and track from the work force perspective. He stated one of the big questions they had, when they talked to a number of Japanese business people, they were concerned about the work force in United States and the city if they were going to work with the city. He stated many were impressed with the Brooklynk Program. He stated the program had a 100 people going through that and working to connect more youth with some of the medical device manufacturing or manufacturing companies in the city. He stated some of those jobs, when graduating from high school could make $52, 000 to $60,000 a year. He stated it was a wonderful opportunity for them who might not go on the college path. He stated they were working o increase that but there were limitation on funds the city had. He stated part of the legislative asks the city had his year was asking for more funding to grow out Brooklynk because they knew that would be a necessary tool to make sure the work force was prepared if there was greater Japanese investments or even as they seek to bring biotechs and other businesses here specifically to Brooklyn Park.

He stated he always made the pitch to people that Brooklyn Park was 60% people of color and saw a lot of disparities within the city. He stated they were leaning into Brooklynk and connecting people who didn't always have those opportunities to those jobs. He stated it would help to cut into those disparities and over time it would stabilize areas where they saw people struggling in the city. He stated that led to people living in the city longer, stayed here and moved to other areas but stayed within the city. He stated that regarding the Africa trade mission, they had folks from the African Diaspora here and were constantly trying to find ways to do business back home. He stated as part of that mission needed to make those connections. He stated Minnesota was an agricultural giant within the Midwest. He asked how did they use some of the expertise and resources here in Africa and how could use it for businesses back and forth to grow the business opportunities Brooklyn Park. He stated that given the strength of the African immigrant communities here, they should be leaning into that and creating avenues to the trade and know some of the sister cities were expressing interest.

He stated they would be working on that for businesses interested not just African immigrant but business that had something to offer as they went through this process. He stated the businesses should reach out to the city offices because if there was an opportunity to have them on this trade mission for them to make a pitch in terms of what you did, and increased those opportunities that was what it was exactly for.

Council Member Tran stated she applauded that kind of relationship for the city's economy. She stated St Paul was a sister city with Nagasaki Japan and every year except the time of covid held a Japanese festival in the middle of august. She stated a lot of people attended and enjoyed the culture exchange, food, dance and had an awesome drum/dance team, performed by women. She stated people should be aware that Japan had a system the way they looked to biracial children of the population and different than the United States. She stated the law in Japan didn't have a lot of respect for that population like us here and was a social problem. She stated the economy was very good.

Council Member Eriksen asked what tangible benefits they imagined from the African trade mission in terms of direct investments in Brooklyn Park. He agreed Minnesota was an agricultural powerhouse but asked how it expressed itself in the city.

Mayor Winston stated they had to get the conversations started. He stated there were people who were beginning to bring cash crops in Africa and bring to Minnesota and finding ways to grow them and work with University of Minnesota to do that. He stated those would be the people interested in the trade mission and people that were beginning to start tech companies in Africa because the low cost of labor and training them to do that. He stated it was an opportunity to set up infrastructure to allow them to grow some of the game changing businesses or relationships which was more difficult to do with an advanced country like Japan, the third largest economy with a population the third size of the United States. He stated it was an opportunity to get the lay of land and start conversations and see how their businesses could that. He thought the University of Minnesota should be there, Kurita who did water purification could help and medical device companies could go over there. He stated he would like Brooklyn Park to be the center of that since the city had the largest African immigrant population who was happy to show the ropes there. He stated part of the process to prepare a trade mission, was to the interest, and where the state came in and other partners and say there were some of the opportunities they saw and here were some of the companies they could take over there and an agenda to promote those discussions and help them solve some of the issues they were dealing with while they helped Minnesota solves some issues it was dealing with. He stated it was a process versus knowing everything ahead of time.

Council Member Eriksen stated he was not opposed to it and as a country had underestimated Africa. He stated they had seen China and other opportunistic players going in whole hog and was obvious the potential was there, they had neglected it. He thought it was worth articulating clearly early on if the council was going to spend city money through trade delegations, the residents deserved to know what the thinking was.

Mayor Winston agreed and hoped they could use as little city money as possible. He stated the city manager was pointing out on the Japan trip they saw what was happening and said what would that look like if they were to bring something like that back to the city and then go to Africa, Nigeria, Gambia, or Liberia, some of the countries, that were well represented in the city and have connections. He stated it was just the beginning to say what would that look like and what would the process be. He stated they knew there was a longer process to establish that value and see if there was value there. He stated he tended to believe there was value just from

seeing some of the businesspeople in the city. He gave an example, in Japan, they would come back with, Takata company was there, saying they were going to allocate $40 million for expansion and they talked to Teketa and they were going to be growing, expanding at one of the sites in the city. He asked if they understood that the $40 million would be pumped in and it was an ongoing relationship they had to build. He stated if they had the opportunity 10 years from now, where someone was putting together a $50 million deal for a Brooklyn Park company was a big win for the city. He stated it took time to build that and what they were seeing with Japan, was that conference that had been running for some time.

Council Member Tran agreed with Council Member Eriksen and stated the mayor had passion to touring in other countries for that project but to keep in mind, China and Vietnam sent the labor to other countries. She stated it now looked like a lot of people were missing because they tried to run away but turned out a lot of persons disappeared and looked like a crime from criminals. She stated the city could only take care of direct citizens but if from another country it was complicated.

Mayor Winston clarified that he didn't have passion to help third world countries but had a passion for the city and helping people struggling in the city. He stated he believed in in developing countries and from his understanding and what he was seeing was a ton of opportunities. He stated a $2 million investment in farmland in Kenya and or setting up a tech shop in Kenya might go a lot farther than somewhere else. He stated it would help people in jobs but the American businesses doing business with them would also benefit. He stated if they talked to the African immigrant populations in the city doing business over there or they understood the opportunities, they would say there was a big opportunity for profits and not just for the united stated but for the countries they would be being going to. He stated for him it had to be a win/win, if anyone was losing, it was not a sustainable thing. He stated he was looking at the business opportunities and was hearing what the people on the ground were saying and wanted to find out if was a real opportunity. If it was, he would like to move on that opportunity before other people moved on it so the city would have that advantage.

Council Member Lee stated he was glad to hear the trip went well and made great connections, got to know some of the companies in the Brooklyn Park better. He stated it also continued to strengthen those relationships and spurring other ideas in terms of our possible economic growth and engagement in the future. He stated it was about the city's future, growth and potential. He stated the economical growth was part of it and diversity continued to be the city's with multiculturalism and multinational backgrounds. He stated they were growing the sister city relationships and could be strategic in that. The northwest corner and 610 corridor had wonderful potential. He stated it was about flexing the city's strength and being able to turn that into prosperity for everyone, big business, small business, residents, neighbors, youth, recreation and parks and public safety in a cohesive vision moving into the future. He stated there were some naysayers in the beginning and will continue to be naysayers in the future. He stated that was where the city was heading and if they did not capitalize those opportunities in the next few years, they would miss the boat and couldn't miss the boat on those economic opportunities that would bring work force, investment, and growth opportunities for the city and looking forward to more in the future.

9A COUNCIL MEMBER REPORTS AND ANNOUNCEMENTS

Council Member Lee stated he attended the Northwest Mayors Association meeting last week. He stated he heard updates from other cities in the area, policy updates, recreation and park updates. He stated it was great to see the association continue to grow. He stated the focus

was on transportation and legislative work at the capitol. He stated on the city's priorities on Highway 252 and Blue Line, some of the work was now being started with the Highway 169 project on the west side, was being looked at with some of the infrastructure in terms of looking for funding. He stated the association said they could write a letter to support in any way, to just ask. He stated to utilize the association for support when they could. He stated he gave updates were excited about the Mississippi Gateway treetop trail opening soon. He stated he put in plug for the small business center.

Council Member Tran stated she looked into the crime report on statistics and found Brooklyn Park was number 1, Minneapolis, number 2, St. Paul, number 3 and Brooklyn Center, number 7. She was thinking of a new strategy for the new year, and had been working with the neighboring cities, Brooklyn Center for crime prevention and intervention. She suggested joining other cities with low crime, like Crystal and Blaine to make a spider web, wider for crime prevention to be more effective.

She also said, the Luna New Years was hosted by the Vietnamese community at the Burnsville mall, on January 27 and 28, 10 a.m. to 8 p.m. on January 27 and on January 28,11a.m. to 8 p.m. She stated there would be a lot of Asian foods, bands, games and a Karaoke contest and everyone was welcomed to attend.

Mayor Winston stated he wasn't sure what the city was number 1 on anything on what Council member Tran said on crime.

Chief Bruley stated they were in the midst of finalizing their final report of crime statistics for 2023 and after reviewing it, there was no change slightly but appeared the would fall 8 to 10 percent below historic levels of crime, total crime, that is all crime aggregated, would be lower than it had been in 30 plus years, which was good news. He stated in somewhat disappointing news, they were trending up about 9 percent, and would have the final numbers and bring to the council when he gave the annual report, and that was in violent crimes, rape, robbery, murders and aggravated assaults. He stated it was aggravated assaults that had driven that up. He stated those numbers were a small portion of crimes, but impact of community track on violent crimes separately and that number did trend up in 2023.

Mayor Winston asked if that was just in the city or was he seeing a trend in other cities.

Chief Bruley stated most cities had not reported their crimes. He stated it took most of January and part of February to make all the cases come in. The reports filed in December were still being investigated and cleared. He stated that until all those came through, they didn't know the true crime statistics for the year and was the same for all police agencies. He stated the police agencies didn't know their total crime reports until mid to late January at the earliest and hadn't seen agencies reporting out on them yet.

Mayor Winston stated that even if it was trending up for everyone which was what he heard in terms of the violent, still thought they wanted to under index that. He stated it would be nice to know where the city was on that contextually and knew it took time to get that. He stated when the council got the annual report, he wanted to hear more about that. He stated there were some things they were doing around alternative response bringing in the violence interrupter work in house to guarantee that quality control, the city had not been able to do that with the vendors.

9B CITY MANAGER REPORTS AND ANNOUNCEMENTS

City Manager Stroebel stated there were 5 Mondays in January and would have a council meeting next week, January 29. He stated the first half hour would start at 5:30 p.m. with a closed meeting to review proposed union contracts, from 5:30 p.m. to 6 p.m. and then the council meeting at 6 p.m. He stated they might need to do a brief work session afterward to touch base on a couple of things including the racial equity principles the council initially looked at a couple of weeks ago.

He stated for the February 5 regular work session, proposed they use it as a priority setting session with senior staff, similar to what was done last year, to talk about priorities for the upcoming year.

He remined the council about the council retreat on Saturday.

ADJOURNMENT - With consensus of the Council, Mayor Winston adjourned the meeting at 7:16p.m.

_____
HOLLIES WINSTON, MAYOR

_____
DEVIN MONTERO, CITY CLERK

REGULAR BROOKLYN PARK CITY COUNCIL MEETING

Monday, April 8, 2024 Brooklyn Park Council Chambers
6:55 p.m. 5200 85th Avenue North
(Following the Board of Appeals and Equalization Meeting)

CALL TO ORDER - Mayor Hollies Winston

PRESENT Mayor Hollies Winston; Council Members Boyd Morson, Xp Lee, Christian Eriksen, Tony McGarvey and Nicole Klonowski; City Manager Jay Stroebel; City Attorney Tolar Siobhan; Community Development Director Kim Berggren; Finance Director LaTonia Green; Operations and Maintenance Director Dan Ruiz; Recreation and Parks Director Brad Tullberg; Police Chief Mark Bruley and City Clerk Devin Montero.

ABSENT: None.

PARTICIPATING REMOTELY: Council Member Maria Tran.

Mayor Winston read a statement regarding Meeting by Interactive Technology

Mayor Winston opened the meeting with the Pledge of Allegiance.

2A RESPONSE TO PRIOR PUBLIC COMMENT

City Manager Stroebel stated there were three public comments at the last meeting. Ms. Guyott-Hemple, encouraged a referendum this fall for additional amenities in the community; had questions related to the $5 million bonding resources the city received for the CAC improvements. Recreation and Parks Director Tullberg provided a response to Ms. Guyott-Hempel and the council will get those responses; Ms. Huff, had questions around understanding the funding on the original request for the CAC with the same resources from the state. Rec and Parks Director Tullberg provided a response to Ms. Huff. She also asked about the protocol on council getting back to residents related to emails and phones. Mr. Dotson also provided some comments.

2B PUBLIC COMMENT

1. Tracy Winters, 4404 83rd Circle N. Concerns on restrictions on rental properties. She recently purchased an additional property in the hopes of renting that property to offset her new mortgage. Stated with the current rental restrictions she was unable to rent out that property causing financial strains, forcing to pay two mortgages and utilities on the property and limited her to provide housing for a family with the hopes of moving in soon in the upcoming month. She asked the council if they could lift the restrictions on that home.

2. Collette Guyott-Hempel, 9277 Trinity Gardens. Was at the work session and now hearing about chickens again. She stated it would cost $125,000 per staff person. It would cost for animal control that not supposed to be police the last time the issue was wrapped up. She stated it had been on all national news regarding the bird flu in mammal; and milk supply across the country. She stated 600,000 chickens were destroyed last week in Texas bringing up egg prices up. There were cows bringing it into the humans and are getting it too. She stated chickens were known for bringing up 4

different diseases including salmonella, e coli, a fungus that could be fatal to people with asthmas and other allergens and that was brought up through the air. She asked how the city could afford to have a $200,000 budget cost that was not planned for this year for backyard chickens when there were gunshots within a block and half from car to car from a group home and from her house. She stated there were park resources belong shot up an destroyed and damaged severely with the risks of residents in the neighboring area and gun shots in their homes. She stated there was a bullet in a house a block from her house from those gunshots last weekend. She stated it wasn't the cops fault as they were trying their best and thanked them for getting the guns off the street. She stated if there was $200,000, she would rather have signs posted in the parks saying marijuana was not acceptable usage like the alcohol and other drugs in the parks where kids went. She stated the city didn't have a swimming pool and gyms. She stated she was grateful for the bonding item and wished there was a referendum and sales tax she had been asking since January to bring up the issue with questions. She stated it was necessary to get those resources and amenities and mentors for the community. She stated the residents know they would pay additional taxes.

Mayor Winston read a statement regarding Mr. Dotson and his public comments.

3. Howard Dotson, Minneapolis. Stated the residents of Brooklyn Park might be informed of a recall campaign that has begun because he had tried for months to get his answers to his multiple questions. He stated the reasons he repeated himself was because he didn't get the answers and had times where people offline gave him the answers because he didn't get it from the people he asked directly. He stated he had been asked for evidence of his allegations.

   Mayor Winston stated he was referring to items he was told not to refer to and would give him one more opportunity or would cut him off if he went down that path again.

   Mr. Dotson stated he sent correspondence asking for a censure. He held up a sign to recall the mayor.

3A. MOTION WINSTON, SECOND ERIKSEN TO APPROVE THE AGENDA AS SUBMITTED BY THE CITY CLERK MOVING ITEM 8.1 AHEAD OF ITEM 5.1.

Mayor Winston called for a roll call vote.

3A THE MOTION PASSED UNANIMOUSLY ON A ROLL CALL VOTE AS FOLLOWS: YES-KLONOWSKI, LEE, ERIKSEN, MORSON, MCGARVEY, WINSTON; NO-NONE; ABSTAINED-TRAN.

3B PUBLIC PRESENTATIONS/PROCLAMATIONS/RECEIPT OF GENERAL COMMUNICATIONS

3B.1 Introduction of New Employees

Recreation and Parks – Director Brad Tullberg introduced Amanda Beischas a new employee to the Recreation and Parks Department.

Community Development – Director Kim Berggren introduced Michelle Basham as a new employee to the Community Development Department.

4.0 MOTION LEE, SECOND ERIKSEN TO APPROVE THE FOLLOWING ADMINISTRATIVE CONSENT ITEM:

4.1 TO WAIVE THE READING AND ADOPT RESOLUTION #2024-53 APPROVING POLLING PLACE CHANGES FOR PRECINCTS CENTRAL-4, EAST-1, AND WEST-4 IN THE CITY OF BROOKLYN PARK FOR THE AUGUST 13 AND NOVEMBER 5, 2024 ELECTIONS.

4.2 TO FULLY RELEASE THE BRIDGEWATER BANK IRREVOCABLE LETTER OF CREDIT NO. 634 DATED: MAY 6, 2021 ($641,700.00) FOR SUBSTANTIAL COMPLETION OF THE “PARK PLACE PROMENADE” PROJECT #21-105.

4.3 TO WAIVE THE READING AND ADOPT RESOLUTION #2024-54 TO ACCEPT A MINNESOTA DEPARTMENT OF PUBLIC SAFETY TRAFFIC SAFETY GRANT AND AMEND THE 2024 GRANT AND FORFEITURE FUND BUDGETS.

4.4 TO WAIVE THE READING AND ADOPT RESOLUTION #2024-55 ACCEPTING BIDS AND AWARDING CONTRACT IN THE AMOUNT OF $1,180,149.19 TO PARK CONSTRUCTION COMPANY OF SPRING LAKE PARK, MINNESOTA FOR ZANE AVE TRAIL, CIP2006.

4.5 TO WAIVE THE READING AND ADOPT RESOLUTION #2024-56 ACCEPTING BIDS AND AWARDING CONTRACT IN THE AMOUNT OF $1,090,190.41 TO PARK CONSTRUCTION COMPANY OF SPRING LAKE PARK, MINNESOTA FOR 63RD AVE TRAIL AND MUNICIPAL STATE AID (MSA) MILL AND OVERLAY, CIP 4044.

Mayor Winston called for a roll call vote.

4.0 THE MOTION PASSED UNANIMOUSLY ON A ROLL CALL VOTE AS FOLLOWS: YES-KLONOWSKI, LEE, ERIKSEN, MORSON, MCGARVEY, TRAN, WINSTON; NO-NONE.

8. DISCUSSION ITEMS

8.1 Consideration of Changes to Public Comment at City Council Meetings.

City Manager Stroebel briefed the council on possible changes to the public comment portion of the council meetings.

Council Member Lee stated he was on board with residency qualification or business ownership qualification, those individuals had a vested interest in the city. He would not open up to everyone or anyone from outside who wanted to come in. On the public comment period, didn’t have to provide a public comment for items not on the agenda. He understood that it was good to hear from residents on what might be on their minds but for efficiency and effectiveness, they could do that anytime with a phone call or email and many did. He stated for the sake of time management, effectiveness or efficiency, leaned toward making it part of the agenda and focused on the agenda. He stated it could be residents came and talked about what was on the agenda that night or previous agenda and was agenda focused, otherwise they could call or send an email. He stated at the public comment tonight, on the rental restriction issue, the resident didn’t have to come tonight for public comment to get staffs attention. He suggested resident or business owner of the city and focused on the agenda items, whether that night or on previous agenda items.

Council Member Tran stated she saw this as denying people the right to speak and classify people like business owners was not very good to the public. She stated the council would be violating the constitution. She stated she talked to the city attorney about this and he said that law was to protect the people except in the case when they got violent, yelled or use swear words or threaten. She stated the advice she got from the city attorney, if the council member felt uncomfortable or was abused there was no law to protect the council members. She stated the law was to protect the people and could sue that person in the individual courts but couldn't bar people from speaking at public comment.

Attorney Tolar stated what Council Member Tran was talking about was the first amendment right for free speech, however, the government did have the authority to limit the public forum. She stated the actions they were discussing passed the constitution muster and what they were discussing was not unconstitutional.

Council Member Morson stated he wanted to add to the first amendment, the freedom of speech, was the Article 19 of the Human Rights Declaration. He stated it read, "everyone has a right for freedom of opinion and expression and that right includes freedom to hold opinions without interference to seek partial information and ideas through any media regardless of frontier". He stated that Declaration said that everyone had a right to their opinion, expressed freely, regardless of if anyone didn't like it or not, they still had that right.

He stated what the attorney said about the first amendment and its content, he supported it because it still provided people with that freedom. He stated those are the reasons why he served the country and put on the council, to allow people an opportunity to express themselves whether or not people liked it or not.

He stated eliminating the public comment was a disservice to the public and it limited the residents or anyone to share good news or news they felt was important for the city or news people did not want to hear. He thought when the council tried to delve into somethings of that magnitude, diminished who they were and the values of the people by limiting them to not be able to speak their opinions and minds. He stated he was not in support of eliminating any right to public comment. He asked how long public comment had been on the agenda. Also, if there was some context the reason why they put in public comment back then.

City Manager Stroebel stated he would research the agendas to find out how long public comment had been on the agenda.

Mayor Winston stated he didn't think the inclination was to get rid of the public comment. He stated if they continued with the public comment, see what other cities had with public comment, and what it looked like for the city. He stated he would tend to go with the Constitution before any other document. He stated it was not to get rid of public comment but what it would look like and how it honored the residents and people who did business in the city.

Council Member Klonowski asked the city attorney if they were able to bar a particular person who continually disobeyed the rules from public comment because their behavior continually abused the rules. She asked if they addressed it in a broader group to deal with the issue if they chose to make it about the residents and business owners.

Attorney Tolar stated what she heard was if the limitation had to be broader than one singular person and stated that was correct.

Council Member McGarvey asked if they moved the public comment section to a different time, such as prior to the meeting, would those comments be recorded into the record and responded to later as done now. He asked if residents needed to make public comment such as Ms. Fercho tonight on an agenda item if it would change or adjust the public comment where it was in the meeting.

City Manager Stroebel stated Bloomington's public comment period was held prior to the formal council meeting, and gave an example, using Room A203 or another conference room where some members of the council and staff would be present and be part of the record. He stated it would be included in the meeting minutes just like the current public comment period and staff would get back to them if they needed additional response and would be part of the public record.

He stated if the council's intent was to retain speaking on an agenda item, it could be specified on the potential changes the council might wanted to make. He stated it had been a historical practice, that any comments specific to an agenda item was taken during that agenda item. He stated earlier the mayor said if Ms. Fercho wanted to speak earlier because of her schedule, different mayors accommodated that in different ways.

Mayor Winston stated he liked that approach but concerned with several people trying to game the system, example, on agenda items 7.1 or 8.1, they might try to speak during that. He stated there needed to be some ability to facilitate that and shut that down, when they said, they wanted to speak on a particular issue but really had a personal issue and tried to use it that way. He didn't think they should remove public comment. He stated there had been comments that had been helpful from residents speaking on a particular issue. He stated there needed to be some type of compromise and flexibilities, so the city was generally hearing as much as possible from residents or business owners. He stated there also needed to be some flexibility from interested parties who wanted to come and speak on a specific issue. He stated many times the city got pulled in or used for other agendas, political or other, for those who didn't have anything to do with the city. He stated that was one of the main concerns the council had been talking about and just wanted to do the business of the city.

8.1 MOTION ERIKSEN, SECOND KLONOWSKI TO RESTRICT PUBLIC COMMENT SECTION 3B1 TO RESIDENTS, BUSINESS OWNERS, EMPLOYEES, OR BOARD MEMBERS OF BROOKLYN PARK BUSINESSES OR ORGANIZATIONS OR IMMEDIATE APPLICANTS FOR BUSINESS PERMITS IN THE CITY BROOKLYN PARK.

Council Member Lee asked about the volunteers. He stated they were not employees or board members of businesses or organizations.

Mayor Winston stated the volunteers who did the work in the city spoke on specific issue such as Ms. Fercho. He stated there would be volunteers who were involved and follow the agenda and ask to speak to a specific item on the agenda and not game the system. He stated he wanted to make sure the council was not cutting people off in terms of speaking to specific issues. He thought that approach gave latitude for that. They could complete a form and during the public comment, they had to fit those buckets and if they wanted to speak to specific agenda item, would fill out a form and let them speak to the issue. He stated it would allow for that level of flexibility.

Council Member Eriksen clarified that he specifically named Section 3B1 in the motion because that would not preclude anyone from speaking to any other agenda item. He stated the reason

for the additions of staff, etc., gave an example, having a church congregation in the city and the pastor lived in Anoka and they were speaking on an issue. He stated the council would want to invite them to be part of it, they were not an owner but invested stakeholders in the community. He stated he wanted to try and make it inclusive of different kinds of stake holders.

Attorney Tolar stated pastors were not necessarily board members of an organization and was making sure the council paid attention to what they were trying to do and who that should include. She stated if the council wanted Kennedy and Graven to advise them legally about it to let them know.

Council Member Klonowski stated they needed to be clear, asking people to sign a blue sheet and check a box, and fill one of the requirements. She stated there would be some level of discretion with person chairing the meeting and could tell if they were local and lived in the city to make the discretionary decision related to a topic. She liked that approach rather than trying to include everyone because that could get away far from what they were trying to accomplish.

Council Member Eriksen asked if the suggestion was to make the language less limiting, something like an active stakeholder in the Brooklyn Park community which seemed less tangible.

Attorney Tolar stated she should take it back and help the council think through it on it how it worked and a few steps deeper. She thought limiting it caused problems and broadening it also caused problems and why the first amendment was so nuance. She stated what was suggested was a good start and something she could take back, discuss it and research it further. She stated it would take longer to figure out when they started to cross legal boundaries.

Mayor Winston asked if there was a concern with moving forward with the motion and working with legal to come up with something clearer. He asked if they should hold off on the motion in front of the council.

Attorney Tolar stated they could go ahead and move what the council wanted to move but was suggesting legal would wordsmith some things.

Council Member Eriksen stated he was confused on how legal would handle that procedurally if they made a motion and pass it. He stated they couldn't go back and change language after that. He asked if they could appoint a subcommittee to draft language and bring back to the council in two weeks in cooperation with the city attorney.

Mayor Winston stated they could move in that direction.

Council Member Lee suggested taking more time to think of the exact wording and agreed it was a great start. He recommended an amendment to that to set a work session and bring back a motion in a couple of weeks.

Council Member Klonowski stated she supported the language by Council Member Eriksen and was not in support of Council Member Lee's suggestion related to the volunteers. She asked if the attorney could present some language and consequences for the council to think about before they went down that road to help the council facilitate a better conversation.

Mayor Winston asked Council Member Eriksen if he would like to withdraw the motion or continue forward with the motion.

8.1 MOTION ERIKSEN, TO WITHDRAW THE MOTION AND BRING IT BACK TO THE NEXT REGULAR COUNCIL MEETING SO THE CITY ATTORNEY HAS TIME TO OFFER COUNCIL SOME LANGUAGE.

Mayor Winston stated Council Member Klonowski also had rescinded her second to the motion.

City Manager Stroebel stated most of the discussion was focused on who could participate and wanted clarification if there was any additional feedback on the timing and council's preference to keep it in the current placement on the agenda or proposed changes to that.

Mayor stated it made sense for it to be at its current place on the agenda. He stated what he heard from the council members was at the next regular meeting to have language to consider along the lines Council Member Eriksen said and input from other council members. He stated he did not want to move it to the end or before the beginning of the meeting. He thought if they limited it to residents, businesses, and stakeholders, they were not going to have to worry about the agenda and a lot of other issues.

Council Member Lee stated at the beginning of the meeting was good wanted people to come and say what they had to say, leave if they needed to and not stay for the agenda item. He stated the other thing to answer was, who, when and what. He stated he was for limiting public comment to agenda items and all other topics could be addressed through other forms of communications. If that was not the consensus of the council so, be it.

City Manager Stroebel stated he noticed that Council Member Tran might need to be departing at her current location and she had one item specific to her on the agenda. He stated if they were close to wrapping the discussion suggested they move to that agenda item while she was still present.

Council Member Eriksen stated they should keep public comment at the beginning of the meeting and should be official and on the record. He stated he was not in favor of limiting the content given that Ms. Winters came tonight to address something that was not on the agenda; but hoping someone on staff could help her with. He stated she had now learned how to do that and did not want to limit a person's ability to use the forum for that purpose.

At 7:49 p.m. Mayor Winston stated he was departing as he was not feeling well. He stated Mayor Pro Tem Lee would take over the meeting.

Mayor Pro Tem Lee convened the meeting.

City Manager Stroebel briefed the council on moving to Item 7.2 regarding Council Member Tran's request to attend a conference and would have to amend the agenda since the agenda was approved earlier.

3A. MOTION ERIKSEN, SECOND MORSON TO AMEND THE AGENDA TO MOVE TO ITEM 7.2.

Mayor Pro Tem Lee called for a roll call vote.

3A. THE MOTION PASSED UNANIMOUSLY ON A ROLL CALL VOTE AS FOLLOWS; YES-LEE, ERIKSEN, MORSON, MCGARVEY, TRAN, KLONOWSKI; NO-NONE.

7.2 Request by Council Member Tran to Travel to and Attend the National League of Cities Congressional City Conference from November 12-17, 2024.

Jay Stroebel, City Manager, briefed the council on the request by Council Member Tran to travel to and attend the National League of Cities Congressional City Conference from November 12-17, 2024.

Council Member Tran stated by attending those kind of conference trainings, found out about a lot of benefits and opportunities for the city, how to get more funding from the government and was entrusted in serving the city and residents.

Council Member Klonowski asked if that additional travel was beyond what was specified in the travel policy.

City Manager Stroebel stated the travel policy called for the mayor or Mayor Pro Tem and three council members alternating had the opportunity to travel out of state domestically one time annually pending council approval. He stated the request being made would be an additional travel request. He stated the travel policy also said if necessary and if approved by council, additional out of state travel could be approved for the mayor and Mayor Pro Tem or council members using unused travel budget resources or other funding resources. He stated that was the provision Council Member Tran was making the request. He stated it was early April and uncertain if additional council resources for travel would be used or not for the remainder of the year.

Council Member Klonowski clarified it was outside of the travel policy and had to ask for a special request to travel more than twice in one year. She stated they recently discussed alternating it and gave an example, it shouldn't be her and Council Member Lee going every year to a conference, should be shared and didn't think Council Members McGarvey and Eriksen traveled out of state to a conference.

City Manager Stroebel stated this year was where Council Member Tran could travel, which had taken place. He stated Council Members McGarvey and Eriksen and other council members traveled last year. He stated that was the alternating language and the travel policy said some council members might choose not to travel and were dollars remaining within the travel budget and the travel policy allowed for the council to approve the mayor or council member to travel if resources allowed it.

Council Member Klonowski stated with the registration deadline being November 11, suggested in the spirit of fairness to everyone, as the request was asking to use extra money and was only April, to postpone or table it until later in year to see what was left before spending any reserve so early in the year. She suggested waiting until it was closer to November and if there was reserve money to take it up at that point. She stated it was also in the spirit of fairness to the other council members who have not traveled this year to take that course of action.

Council Member Tran agreed with Council Member Klonowski regarding the registration timeline. She stated registering early would save $400 and if registering closer to November it would cost more.

Mayor Pro Tem Lee stated he was leaning toward wanting to figure out when the deadline date was and hold off until the next council meeting before making a decision to see if there was interest from the other council members.

7.2 MOTION KLONOWSKI, SECOND ERIKSEN TO TABLE THE COUNICL MEMBER TRAN TRAVEL REQUEST TO AND FROM THE NATIONAL LEAGUE OF CITIES CONGRESSIONAL CITY CONFERENCE IN TAMPA FL, FROM NOVEMBER 12 THROUGH 17, 2024 UNTIL THE NEXT COUNCIL MEETING WHEN WE CAN HAVE THE DETAILS ON EARLY BIRD REGISTRATIONS.

Council Member Eriksen stated at the last meeting when it was discussed on council travel, they discussed about any travel having a strategic benefit to the city. He stated when the mayor and city manager went to Japan, they presented during a work session on what they learned there, what they gained from the travel and what city needed to do going forward. He stated he would encourage the council to try do that whenever the council members traveled, to take 10 to 15 minutes during a work session and share what they learned so it would help them make better decisions on how they spent the travel money. He stated if they were going to spend the money, they should make sure the city was getting something from it.

City Manager Stroebel stated the early bird registration deadline was June 15 and could potentially bring it back to the council at first meeting in June.

Council Member Morson stated he supported Council Member Klonowski's suggestion, however in the motion, it did not allow for the extra money in June for people to travel by end of the month. He stated if they were looking at how much was left over for people to travel and basing it on the budget they had or was it using extra money. He stated he supported Council Member Tran's travel.

7.2 MOTION KLONOWSKI, SECOND ERIKSEN TO AMEND THE MOTION TABLING THE ITEM UNITL OCTOBER SO WE CAN ASSESS WHAT BUDGET IS LEFT IN CONSIDERATION WHAT WAS DISCUSSED TONIGHT.

At 8:05p.m., Council Member Eriksen called a point of order. He stated it appeared Council Member Tran was no longer in her publicly posted location and was excluded from voting.

Mayor Pro Tem Lee remined Council Member Tran that since she was no longer at the public location, she was not able to participate in their vote. He stated she could continue to observe the meeting tonight.

Mayor Pro Tem Lee stated he would like to save $400 and thought they could table it to June and give Council Member Eriksen time to think and find a conference if he would like to make that commitment at some point in the rest of the year. He stated they could find out what his budget was and then look at Council Member Tran's request. He stated he had no interest in using the reserve this year and a good time to bring that up if the council members might be interested. He stated they talked about having a travel budget and saw the total cost of the travel between $3,365 to $3,485. He asked how much take from the overall travel budget reserve.

City Manager Stroebel stated the travel budget for the council was a little over $20,000. He stated there had been some costs already expended toward that, an estimated $9,000 this year. He stated that the recent retreat costs were included in that and needed to get clarification whether the retreat costs should be counted against that. He stated the council had $11,000 left in that budget.

He clarified on the conference registrations rates. He stated there was a window from March 11

to April 15, $640 for NLC members and the city was a NLC member; early bird rate, from March 11 to June 15, $690; advance rate, from June 16 to September 1, $800; regular rate, from September 2 to November 11, $920 and to register on site, from November 12 to November 15, $1,035.

Mayor Pro Tem Lee stated it was $50 past the first deadline and $100 after that and was not like it jumped $400 after one deadline. He stated October might be too late and thought June or maybe the first council meeting in May. He stated it would give ample time to those interested in the reserve money and should also be thinking about their travel plans now. He asked if they could go back to original motion and giving it to the first council meeting in May.

Council Member Eriksen stated he was not going to be looking for opportunities to spend city funds on travel. He stated it was incumbent on any council member who wanted to spend city funds to present a robust strategic good the city gained from their travel. He stated there was no strategic goal listed on the agenda item and incumbent on the council who wanted to travel to present that. He stated they still had not received feedback on the past trip from Council Member Tran and was incumbent on any council member who traveled to present the findings. He suggested any council member who wanted to travel to present a robust strategic good to their council colleagues before they traveled. He stated it was not a job perk they go look for opportunities to travel, it was a policy that allowed council members to add value to the city and to the council as a whole.

Council Member Klonowski stated there was no need to spend the money if it was not for the best benefit of the city. She stated one of the things they had been talking about on the legislative committee was the lack of resources the city had for a lot of the funding needs it currently had. She stated she knew the travel funding was not a lot of money but every dollar spent should be in the best interest of the city.

She called the question to move to the previous motion.

Mayor Pro Tem Lee stated Council Member Klonowski called the question and asked Council Member Klonowski to repeat the motion.

Council Member Klonowski repeated the motion.

7.2 MOTION KLONOWOSKI, SECOND ERIKSEN TO TABLE COUNCIL MEMBER TRAN'S TRAVEL TO AND ATTEND THE NATIONAL LEAGUE OF CITIES CONGRESSIONAL CITY CONFERENCE IN TAMPA FL, FROM NOVEMBER 12 THROUGH 17, 2024 TO THE FIRST COUNCIL MEETING WE HAVE IN OCTOBER.

Mayor Pro Tem called for a roll call vote.

7.2 THE MOTION PASSED ON A ROLL CALL VOTE AS FOLLOWS: YES-ERKSEN, MORSON, MCGARVEY, KLONOWSKI; NO-LEE.

5. PUBLIC HEARINGS

5.1 Consider First Reading of the Ordinance Establishing a Local Housing Trust Fund for the City of Brooklyn Park.

Kim Berggren, Director of Community Development briefed the council on establishing a Local Housing Trust Fund for the City. She stated the public hearing was held on December 4, 2023.

5.1 MOTION ERIKSEN, SECOND KLONOWSKI TO WAIVE THE READING AND ADOPT ON FIRST READING AN ORDINANCE ESTABLISHING A LOCAL HOUSING TRUST FUND FOR THE CITY OF BROOKLYN PARK. MOTION PASSED UNANIMOUSLY.

6. LAND USE ACTIONS-None.

7. GENERAL ACTION ITEMS.

7.1 2024 Bonding Project Support for Community Activity Center Phase 2 Funding, Central Fire Station, and Zanewood Recreation Center.

Brad Tullberg, Recreation and Parks Director, briefed the council on the bonding project support for Community Activity Center Phase 2 funding, Central Fire Station, and Zanewood Recreation Center.

The following individuals addressed the council:

1. Sarah Fercho. Thanked the council for the additional funding for the expansion of the community activity center to include the basketball courts and keep the ice rinks. She stated she supported the amendment. She asked if a needs assessment was done for the courts and sustainable building practices.
2. Collete Guyott-Hempel, 9277 Trinity Gardens. Thanked the Recreation and Parks staff and city manager for their efforts for trying to get additional bonds.

7.1 MOTION ERIKSEN, SECOND KLONOWSKI TO WAIVE THE READING AND ADOPT RESOLUTION #2024-57 AUTHORIZING THE CITY MANAGER TO FILE AN UPDATED APPLICATION WITH THE MINNESOTA MANAGEMENT AND BUDGET OFFICE FOR 2024 STATE APPROPRIATIONS FUNDED FROM STATE GENERAL OBLIGATION BONDS. THE MOTION PASSED UNANIMOUSLY.

9A COUNCIL MEMBER REPORTS AND ANNOUNCEMENTS

Council Member Morson stated that a couple of weeks ago he reported he attend game night at Zanewood and failed to mention that Ms. Guyotte-Hemple and her husband were there and participated in a variety of activities and her husband played chess with the youth. He stated he delivered more food to Zanewood, snacks for youth for after school and out of time school donated by his friends at Task Force Inc., who had been providing food for several weeks and he had been dropping off the food. He stated on Saturday he went to Zanewood and it was closed and let in by the janitor, who helped him unload the snacks and brought it into Zanewood to provide the youth with some type of snacks. He stated his other friends were donating $25 gift certificates every week to families in the community for food. He stated he did this every weekend since last year, went to communities and randomly choosing anyone to give the $25 gift cards to get food from Cub Foods.

He stated every Thursday he gave away 10 steak dinners from his friends at HyVee and had been going on since last year. He stated it was 40 dinners they gave out every month to people in the community to let them know there were people here who cared about who they were in the community to participate in a steak dinner. He stated if they didn't get a free dinner, they

were only $10 with two sides every Thursday from HyVee. He stated he appreciated the friends who were gifting the blessings for the community that was deserving and in need. He thanked Task Force Inc. for the donations to the youth at Zanewood.

Council Member McGarvey asked Council Member Morson who had discretion on who got the gift cards, food, etc.

Council Member Morson stated that he said he gave them out.

Council Member McGarvey asked Council Member Morson if he was saying that someone was giving Council Member Morson something of value that he was distributing within the community in an election year at his discretion.

Council Member Morson stated yes and asked if he had announced that he was a candidate.

9B CITY MANAGER REPORTS AND ANNOUNCEMENTS

City Manager Stroebel announced that Brooklyn Youth Alliance was successful in getting a $1.7 million grant for youth in Brooklyn Park and Brooklyn Center.

ADJOURNMENT - With consensus of the Council, Mayor Winston adjourned the meeting at 8:45 p.m.

_____
HOLLIES WINSTON, MAYOR

_____
DEVIN MONTERO, CITY CLERK

SPECIAL BROOKLYN PARK CITY COUNCIL MEETING

Monday, April 22, 2024
5:56 p.m.

Brooklyn Park City Hall-Room A203
5200 85th Avenue North

CALL TO ORDER – Mayor Hollies Winston

PRESENT Mayor Hollies Winston; Council Members Tony McGarvey, Xp Lee, and Nicole Klonowski (arrived at 5:59 p.m.); City Manager Jay Stroebel; Police Chief Mark Bruley; HR Attorney Mike Freske; and City Clerk Devin Montero.

ABSENT: Council Members Eriksen (excused) and Boyd Morson

Mayor Winston read a statement regarding council members meeting via interactive technology.

PARICIPATING REMOTELY: Council Member Maria Tran.

2.1 Close the Meeting Pursuant to MS Section 13D.03, Subdivision 1(B)

2.1 MOTION WINSTON, SECOND LEE TO CLOSE THE MEETING PURSUANT TO MINNESOTA STATUTES, SECTION 13D.03 SUBDIVISION 1(B) TO DISCUSS AND CONSIDER MATTERS RELATING TO LABOR NEGOTIATIONS AND STRATEGIES.

Mayor Winston called for a roll call vote.

2.1 THE MOTION PASSED ON A ROLL CALL VOTE AS FOLLOWS: YES-TRAN, LEE, MCGARVEY, WINSTON; NO-NONE.

HR Attorney Mike Freske briefed the council on the labor negotiations and council held discussions.

At 6:59 p.m. Council Member Klonowski arrived.

At 6:05 p.m. the closed session ended.

At 6:05 p.m. Mayor Winston reconvened the special meeting.

ADJOURNMENT - With consensus of the Council, Mayor Winston adjourned the meeting at 6:05 p.m.

_____
HOLLIES WINSTON, MAYOR

_____
DEVIN MONTERO, CITY CLERK

RECONVENED BOARD OF APPEAL AND EQUALIZATION MEETING

Monday, April 22, 2024
6:11 p.m.

Brooklyn Park Council Chambers
5200 85th Avenue North

CALL TO ORDER – Chair Hollies Winston

PRESENT: Chair Hollies Winston, Board Members Xp Lee, Maria Tran, Nichole Klonowski; Tony McGarvey, City Manager Jay Stroebel; Finance Director LaTonia Green; City Assessor Tracy Bauer-Anderson; Hennepin County Assessor Janene Hebert and City Clerk Devin Montero

ABSENT: Board Members Christian Eriksen (excused) and Boyd Morson

Chair Winston read a statement regarding board members meeting via interactive technology.

PARTICIPATING REMOTELY: Board Member Maria Tran.

B. ASSESSORS REPORT

City Assessor Bauer-Anderson stated the Board Members were given an assessors recommendation book to review the summaries and analysis on the parcels that were appealed. She stated if anyone attended the local board and would like to address the board tonight, they could. She stated if anyone was not at the local board that had contacted the Assessor's office and in attendance could address the board.

C. PUBLIC PRESENTATIONS

C.1 Appeals received on April 8, 2024

Property owners who contested their valuation could readdress the Board.

The following individuals addressed the Board – None.

C.2 Appeals received between the Local Board and Reconvened Meeting.

The property owners who contested their valuation between April 9, 2024, and April 22, 2024, could also address the Board.

The following individuals addressed the Board-None.

D. BOARD ACTION

D.1 City Assessors Valuation Recommendation

City Assessor Bauer-Anderson briefed stated she would read into record the revised list presented to the board members. She stated the values were recommended no change.

Address	Total Original Value	Total Assessor's Recommendation
3100 Brookdale Dr. N.	$1,231,200	No value change recommended
4600 85th Ave N.	$3,290,400	No value change recommended
9399 West Broadway	$1,702,600	No value change recommended
8500 Edinburgh Centre Dr.	$1,228,700	No value change recommended
8517 Jefferson Ln N.	$1,725,900	No value change recommended
8401 West Broadway	$6,602,600	No value change recommended-No inspection to date
9303 West Broadway	$8,553,000	No value change recommended. No inspection to date.
10700 Noble Ave N.	$315,700	No value change recommended
10356 Quail Cir N.	$495,700	No value change recommended.
7335 Zane Ave N.	$263,200	No value change recommended. Waiting on estimates and LOA.
7212 72nd Ln N. #217	$73,900	No value change recommended. Waiting on estimates.
6519 106th Ave N.	$692,500	No value change recommended. Waiting on additional information.

The property owner for 7212 72nd lane unit #217 presented documents to the City Assessor. City Assessor Bauer-Anderson stated the owner disagreed with the valuation and recommendation and felt the valuation should be $71,400 as estimated in 2023 and was not agreeing with the recommendation. She stated they were waiting on estimates for her property and could proceed to the County when she had those estimates and could be taken into consideration.

D.1 MOTION WINSTON, SECOND KLONOWSKI TO ACCEPT THE CITY ASSESSOR'S VALUATION RECOMMENDATIONS.

Chair Winston called for a roll call vote.

D.1 THE MOTION PASSED UNANIMOUSLY ON A ROLL CALL VOTE AS FOLLOWS: YES-TRAN, KLONOWSKI, LEE, MCGARVEY, WINSTON; NO-NONE.

D.2 Approval Of Valuation Agreements Between April 10, 2023 And April 24, 2023.

City Assessor Bauer Anderson stated the properties were valuation agreements that were reached and read them into the record. She stated those were properties in which the owners had reach an agreement with the city assessor.

Address	2024 Market Value	2024 Adjusted Market Value
9401 Zane Ave	$14,531,900	$14,231,600
10700 Zylon Ave N.	$15,056,200	$15,056,200 Agreed to dismiss. No change.
10750 Xylon Ave N.	$15,286,600	$14,355,000
10351 Xylon Ave N.	$30,181,500	$28,340,000

7326 63rd Ave N.	$387,100	$316,200
4512 83rd Cir N.	$389,000	$373,900
7656 Lee Ave N.	$267,100	$203,700
7333 Drew Ave N.	$246,900	$246,900 Agreed to dismiss. No change.
8819 Jersey Ave N.	$369,000	$350,400
6932 Georgia Ave N.	$277,100	$272,900
8900 Telford Crossing N.	$489,500	$475,700
3809 Sunset Rd N.	$310,700	$302,500
209 73rd Way N.	$645,800	$597,900
3328 Daylily Ave N.	$429,300	$417,900

D.2 MOTION WINSTON, SECOND KLONOWSKI TO APPROVE THE VALUATION AGREEMENTS BETWEEN APRIL 8, 2023, AND APRIL 22, 2024.

Chair Winston called for a roll call vote.

D.2 THE MOTION PASSED UNANIMOUSLY ON A ROLL CALL VOTE AS FOLLOWS: YES-KLONOWSKI, LEE, MCGARVEY, TRAN, WINSTON; NO-NONE.

D.3 Approval Of Additional Appeals Received Between April 17, 2023 And April 22, 2024.

City Assessor Bauer-Anderson the appeals were submitted to the assessor's office and had not had the ability to inspect them, do an analysis and receive their evidence that would suggest the values were incorrect. She stated the addresses would be read into the record to allow the owners present that information to the Assessor's office and if they wished to proceed, they would have to file to the County Board of Appeal and Equalization.

1. 8572 Xerxes Ln. N.
2. 10441 Regent Ave N.
3. 6220 104th Cir N.
4. 8641 Gerard Ave N.
5. 3140 Berwick Knoll N.
6. 9006 Victoria Gardens N.
7. 8239 Hampshire Ct. N.
8. 2708 83rd Ln N.
9. 2909 Pearson Pkwy
10. 8148 Vincent Ave N.
11. 2441 Gunflint Tr N.
12. 8041 Camden Ave N.
13. 3109 75th Ave N.
14. 5126 95th Ln N.
15. 4033 Hollyhock Cir N.
16. 9027 Prestwick Pkwy N.
17. 6724 81st Ave N.

Board Member McGarvey asked if they knew those that were clearly owned by property management companies, if they are compliant and did any cross referencing etc., on various things to be sure they were in compliance with city standards for landlords.

Assessor Bauer-Anderson stated an email was received mid-day Friday and had emailed and requested information and had not heard back from them.

Chair Winston asked if the owners who came in after the last cutoff, understood the next steps to the process.

Assessor Bauer-Anderson stated each of them had received the Assessor's recommendations and could choose to accept those or could go on to the county and had received that information.

E. ADJOURNMENT

At 6:26 p.m., Chair Winston adjourned the Reconvened Board of Appeal and Equalization meeting.

_____
HOLLIES WINSTON, CHAIR

_____
DEVIN MONTERO, CITY CLERK

City of Brooklyn Park
Request for Council Action

Agenda Item:	4.14	**Meeting Date:**	May 13, 2024
Agenda Section:	Consent	**Originating Department:**	Administration
Resolution:	N/A		
Ordinance:	N/A	**Prepared By:**	Jay Stroebel, City Manager
Attachments:	N/A	**Presented By:**	Mayor Hollies Winston
Item:	Assignment of Alternate Liaison to the NW Tourism Board and Replacement of EDA Director Berggren on NW Tourism Board		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO APPOINT COMMUNITY DEVELOPMENT DIRECTOR OR DESIGNEE AS THE ALTERNATE LIAISON TO THE MINNEAPOLIS NW TOURISM BOARD EFFECTIVE IMMEDIATELY FOR THE REMAINDER OF 2024.

MOTION _____, SECOND _____, TO APPOINT THE ECONOMIC DEVELOPMENT AND HOUSING DIRECTOR OR DESIGNEE AS THE STAFF LIAISON TO THE MINNEAPOLIS TOURISM BOARD EFFECTIVE IMMEDIATELY FOR THE REMAINDER OF 2024.

Overview:

The Community Development Director or designee will serve as the Alternate Liaison to the Minneapolis NW Tourism Board for the remainder of 2024.

The Economic Development and Housing Director or designee will serve as the Staff Liaison to the Minneapolis NW Tourism Board for the remainder of 2024.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments: N/A

City of Brooklyn Park
Request for Council Action

Agenda Item:	5.1	**Meeting Date:**	May 13, 2024
Agenda Section:	Public Hearing	**Originating Department:**	Community Development
Resolution:	X	**Prepared By:**	Sarah Abe, Development Project Coordinator
Ordinance:	N/A		
Attachments:	3	**Presented By:**	Sarah Abe
Item:	Authorizing the Issuance, Sale, and Delivery of its Multifamily Housing Revenue Bonds for the Decatur Landing Apartments Phase II Project		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-_____ AUTHORIZING THE ISSUANCE, SALE, AND DELIVERY OF ITS MULTIFAMILY HOUSING REVENUE BONDS FOR THE DECATUR LANDING II APARTMENTS PROJECT; APPROVING THE FORMS OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH BONDS AND RELATED DOCUMENTS; APPROVING A HOUSING PROGRAM PURSUANT TO MINNESOTA STATUTES, CHAPTER 462C, AS AMENDED; PROVIDING FOR THE SECURITY, RIGHTS, AND REMEDIES WITH RESPECT TO THE BONDS; AND GRANTING APPROVAL FOR CERTAIN OTHER ACTIONS WITH RESPECT THERETO, INCLUDING THE EXECUTION AND DELIVERY OF DOCUMENTS FOR PURPOSES OF RECYCLING VOLUME CAP.

Overview:

Since late 2021, the Brooklyn Park City Council and Economic Development Authority (EDA) have supported through various actions a two-phased multifamily housing proposal from Real Estate Equities (REE), a Twin Cities based developer. The project was awarded allocations of tax-exempt bonds from the Minnesota Office of Management and Budget (MMB) for both Phase I and Phase II, a combined 350 units of mixed 1, 2, and 3-bedroom units with average rents available for families making 60% of the Twin Cities Metro Area Median Income (AMI), in July. Phase II, which is 175 units, received its tax-exempt bond allocation from MMB on January 9, 2024, and the EDA approved a Phase II Tax Increment Financing (TIF) agreement at its meeting on January 16, 2024.

The action before the City Council tonight is to approve various documents necessary to issue the tax-exempt bonds using new volume cap (bonding authority) allocated through MMB and through recycled volume cap from bonds previously issued by the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota ("St. Paul HRA").

Actions previously taken by the City Council and EDA include:

- June and December 2022: Resolutions to apply for tax-exempt bonds (City Council)
- February and November 2022: Term sheet approvals (EDA)
- March 2023: Land use approval (Planning Commission)
- April 10, 2023: Land use approval (City Council)
- April 17, 2023: Updated term sheet approvals (EDA)
- October 16, 2023: Phase I TIF agreement approved (EDA)
- January 9, 2024: Phase II allocation of tax-exempt bonds (MMB)
- January 16, 2024: Phase II TIF agreement approved (EDA)

Primary Issues/Alternatives to Consider:

Real Estate Equities is requesting that the City issue conduit revenue bonds in a maximum principal amount of $50M for Phase II. Of that amount, $30M is the new bond allocation from MMB and up to $13.095M is in bonding authority from an REE project located in St. Paul which can be reused/recycled for the Phase II Decatur Landing project in Brooklyn Park. To the extent needed, the remaining $6.905M will be taxable bonds.

The documents attached here for approval by the City Council are:

1. Regulatory Agreement. Specifies certain rental and income restrictions applicable to this project under federal tax law and Minnesota law, which are consistent with the City's conditions for the project that must be met by the developer.
2. Joint Powers Agreement between Brooklyn Park and St. Paul HRA. This gives approval to reuse/recycle up to $13.095M in bonding authority from St. Paul HRA's bonds to Brooklyn Park.

The resolution also authorizes approval of various bond documents that are available upon request from the City Clerk which provide the details of the bonds to be issued by the City. In addition to the documents above, the documents being approved in this action are:

3. Indenture
4. Loan Agreement (bonds)
5. Mortgage
6. Assignment of Mortgage
7. Bond Purchase Agreement
8. Interim Loan Agreement (recycled bonds)
9. Taxable conduit note evidencing the interim loan (recycled bonds)

Budgetary/Fiscal Issues:

The City assumes no financial responsibility or liability for this project. The developer will pay all out-of-pocket expenses and administrative fees incurred by the City. The developer will also pay a fee at closing of 0.50% of the aggregate principal bond amount (if the City issues an aggregate principal amount of $30M in bonds, the City would receive $300,000 at closing) and an annual fee of 0.10% of the outstanding aggregate bond principal.

Attachments:

5.1A RESOLUTION
5.1B REGULATORY AGREEMENT
5.1C JOINT POWERS AGREEMENT

RESOLUTION #2024-___

CITY OF BROOKLYN PARK, MINNESOTA

AUTHORIZING THE ISSUANCE, SALE, AND DELIVERY OF ITS MULTIFAMILY HOUSING REVENUE BONDS FOR THE DECATUR LANDING II APARTMENTS PROJECT; APPROVING THE FORMS OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH BONDS AND RELATED DOCUMENTS; APPROVING A HOUSING PROGRAM PURSUANT TO MINNESOTA STATUTES, CHAPTER 462C, AS AMENDED; PROVIDING FOR THE SECURITY, RIGHTS, AND REMEDIES WITH RESPECT TO THE BONDS; AND GRANTING APPROVAL FOR CERTAIN OTHER ACTIONS WITH RESPECT THERETO, INCLUDING THE EXECUTION AND DELIVERY OF DOCUMENTS FOR PURPOSES OF RECYCLING VOLUME CAP

WHEREAS, the City of Brooklyn Park, Minnesota (the "Issuer" or "City") is a home rule charter city, municipal corporation, and political subdivision duly organized and existing under its Charter and the Constitution and laws of the State of Minnesota and is authorized under Minnesota Statutes, Chapter 462C, as amended (the "Housing Act"), to issue revenue obligations to finance multifamily housing developments; and

WHEREAS, pursuant to the Housing Act, the Issuer is authorized to carry out the public purposes described in the Housing Act by issuing revenue bonds or other obligations to finance multifamily housing developments, and as a condition to the issuance of such revenue obligations, adopt a housing program providing the information required by Section 462C.03, subdivision 1a of the Housing Act; and

WHEREAS, Brooklyn Park AH II, LLLP, a Minnesota limited liability limited partnership (the "Borrower"), has requested that the Issuer issue its revenue bonds or other obligations under the Housing Act and lend the proceeds thereof to the Borrower for the purpose of (i) financing the acquisition, construction and equipping of an approximately 175-unit multifamily rental housing development and facilities functionally related and subordinate thereto, to be located at or about 9450 Decatur Drive North in the City of Brooklyn Park, Minnesota, for occupancy by low and moderate income households (the "Project" or "Phase II"), (ii) paying a portion of the interest on the bonds through construction and lease-up of the Project; (iii) funding certain working capital reserves; (iv) funding of one or more other reserve funds to secure the timely payment of the bonds, if necessary; and (v) paying a portion of the costs of issuing the bonds; and

WHEREAS, on December 12, 2022, the City Council of the Issuer (the "Council") adopted Resolution #2022-156 (the "Preliminary Resolution"), under the terms of which the Issuer (i) granted preliminary approval to the issuance of one or more series of multifamily housing revenue bonds or other obligations in an aggregate principal amount not to exceed $60,000,000, in one or more series (collectively, the "Obligations"), pursuant to the Housing Act to finance the acquisition, construction, and equipping of the Phase II, as well as the acquisition, construction, and equipping of the project described in the Preliminary Resolution as Parcel B (hereinafter, "Phase I"); (ii) authorized the submission of an application to the Minnesota Department of Management and Budget ("MMB") for an allocation of bonding authority under Minnesota Statutes, Chapter 474A, as amended (the "Allocation Act"), in a principal amount

not to exceed $60,000,000 for Phase I and Phase II; (iii) authorized the preparation of a housing program with respect to Phase I and Phase II in accordance with the requirements of the Housing Act and submission of the housing program to the Metropolitan Council for its review and comment; and (iv) authorized a public hearing to be conducted by the Council on such date, and at such time and place, as deemed appropriate by the Clerk of the Council, with respect to the Phase I and Phase II, the housing program, and the proposed issuance of the Obligations by the Issuer to finance Phase I and Phase II; and

WHEREAS, the Preliminary Resolution constitutes a reimbursement resolution and an official intent of the Issuer to reimburse expenditures with respect to the Project and Parcel B from the proceeds of tax-exempt revenue obligations in accordance with the provisions of Treasury Regulations, Section 1.150-2; and

WHEREAS, under Section 146 of the Internal Revenue Code of 1986, as amended (the "Code"), any portion of the Obligations issued on a tax-exempt basis (the "Tax-Exempt Obligations") must receive an allocation of tax-exempt private activity bond volume cap ("Volume Cap") (bonding authority) of the State of Minnesota (the "State"); and

WHEREAS, in accordance with the authority granted under the Preliminary Resolution, the Mayor of the Issuer and the City Manager of the Issuer (the "Mayor" and the "City Manager"), and Kennedy & Graven, Chartered, acting as bond counsel ("Bond Counsel"), in cooperation with the Borrower, submitted applications for allocations of bonding authority to MMB pursuant to Section 146 of the Code and the requirements of the Allocation Act; and

WHEREAS, the Issuer received Certificate of Allocation No. 460, dated July 3, 2023, from MMB allocating bonding authority of the State to the Issuer for Phase I in the amount of $30,000,000 pursuant to the Allocation Act, and in accordance with such bonding authority and certain recycled Volume Cap in the amount of $11,750,000, on December 14, 2023 the Issuer issued its: (i) Multifamily Housing Revenue Bonds (Decatur Landing Apartments Project), Series 2023A, in the original aggregate principal amount of $33,000,000, and (ii) Multifamily Housing Revenue Note (Decatur Landing Apartments Project), Series 2023B, in the original aggregate principal amount of $8,750,000; and

WHEREAS, in accordance with the authority granted under the Preliminary Resolution, the Mayor and the City Manager and Bond Counsel, in cooperation with the Borrower, submitted an additional application to MMB in connection with Phase II for an allocation of bonding authority pursuant to Section 146 of the Code and the requirements of the Allocation Act; and

WHEREAS, the Issuer received Certificate of Allocation No. 469, dated January 9, 2024, from MMB allocating bonding authority of the State to the Issuer for Phase II in the amount of $30,000,000 pursuant to the Allocation Act; and

WHEREAS, following the issuance of the Certificate of Allocation for Phase II by the State, the Borrower determined that it needed to obtain additional tax-exempt financing for the Project. Section 146(i)(6) of the Code permits the reuse or recycling of Volume Cap for affordable housing projects and treats such reuse as a refunding for tax purposes if: (i) the "refunding" occurs within four (4) years after the original bonds were issued; (ii) the "refunding" bonds are issued within six (6) months after the principal payment of the original bonds; and (iii) the "refunding" bonds mature within thirty-four (34) years of the original issue date; and

WHEREAS, the Borrower has represented to the City that the portion of the Tax-Exempt Obligations to be issued in accordance with this resolution (the "2024 Tax-Exempt Obligations") exceeding $30,000,000 (the "Recycled Portion") will meet the requirements of Section 146(i)(6) of the Code with respect to the reuse of bonding authority from the Multifamily Housing Revenue Bonds (Dale Street Project), Series 2023 (the "Original Bonds"), issued by the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota (the "Recycled Bond Issuer") on January 18, 2023 in the original aggregate principal amount of $13,095,000, all or a portion of which the Borrower proposes that the Issuer reuse; and

WHEREAS, on May 8, 2024, in accordance with the requirements of Section 147(f) of the Code and following a duly noticed public hearing, the governing body of the Recycled Bond Issuer adopted a resolution consenting to and approving the issuance of the Series 2024 Bonds (as hereinafter defined), including any temporary or interim financing to preserve the recycled bonding authority, by the Issuer to finance Phase II, using, in part, recycled bonding authority from the Original Bonds, in accordance with Minnesota Statutes, Sections 471.59 and 471.656, as amended (the "Joint Powers Act"), and Section 146(i)(6) of the Code, and approving the execution and delivery of a Joint Powers Agreement, dated on or after the date this resolution is approved (the "Joint Powers Agreement"), between the Recycled Bond Issuer and the Issuer, and acknowledged and accepted by the Borrower; and

WHEREAS, on May 8, 2024, in accordance with the requirements of Section 147(f) of the Code, the City Council of the City of Saint Paul, Minnesota, as the applicable elected representative of Recycled Bond Issuer, adopted a resolution consenting to and approving the issuance of the Series 2024 Bonds, including any temporary or interim financing to preserve the recycled bonding authority, by the Issuer to finance Phase II using, in part, recycled bonding authority from the Original Bonds, as set forth in the Joint Powers Agreement; and

WHEREAS, to enable the Issuer to reuse or recycle Volume Cap from the Original Bonds, the Borrower has requested that the Issuer incur a taxable draw-down loan from Bridgewater Bank, a Minnesota banking corporation (the "Interim Lender"), in the principal amount not to exceed $13,095,000 (the "Interim Loan"), pursuant to an Interim Loan Agreement, dated on or after the date this resolution is approved, between the Issuer, the Borrower, and the Interim Lender (the "Interim Loan Agreement"), as evidenced by a note from the Issuer to the Interim Lender (the "Interim Note"), in the interim period between the redemption of all or a portion of the Original Bonds and the issuance of the Series 2024 Bonds by the Issuer, for the preservation and recycling of Volume Cap; and

WHEREAS, to facilitate the preservation and recycling of Volume Cap from the Original Bonds, the Borrower will deposit or cause to be deposited with the Interim Lender funds intended for repayment of the loan funded by the proceeds of the Original Bonds (the "Interim Loan Collateral Fund"); and

WHEREAS, the Original Bonds are subject to mandatory tender for purchase on June 1, 2024 and will be will be tendered for purchase and redeemed on June 1, 2024 or on the next succeeding business day (the "Redemption Date");

WHEREAS, on the Redemption Date, the Issuer will draw principal on the Interim Loan in an amount sufficient to redeem all or a portion of the outstanding principal amount of the Original

Bonds, as authorized under the Joint Powers Agreement, and the trustee for the Original Bonds will apply such amount to the redemption and prepayment of the Original Bonds; and

WHEREAS, after redemption of the Original Bonds, the Volume Cap therefrom will be reused by the Issuer to issue the Recycled Portion of the 2024 Tax-Exempt Obligations; and

WHEREAS, upon the issuance of the Series 2024 Bonds by the Issuer, the Recycled Portion will be used to repay the Interim Loan, and the funds on deposit in the Interim Loan Collateral Fund will be transferred to the project fund for the Series 2024 Bonds and thereby used by the Issuer to provide a new loan to the Borrower in the aggregate principal amount equal to the Recycled Portion for Phase II pursuant to the Loan Agreement (as hereinafter defined); and

WHEREAS, in accordance with the Housing Act and the Preliminary Resolution, a housing program (the "Housing Program") with respect to the Phase II was prepared and submitted to Metropolitan Council for its review and comment in accordance with the requirements of the Housing Act, and all comments received from Metropolitan Council were presented to the Council on or prior to the date of the public hearing conducted by the City Council of the City described below; and

WHEREAS, on the date hereof, in accordance with the requirements of Section 147(f) of the Code and Section 462C.04, subdivision 2 of the Housing Act, the Council held a public hearing, preceded by publication of a notice of public hearing on April 25, 2024 in the *Brooklyn Park Sun Post*, a newspaper of general circulation available to residents of the City, at which a reasonable opportunity was provided for interested individuals to express their views, both orally and in writing, with respect to Phase II, the Housing Program, and the proposed issuance of the Series 2024 Bonds to provide financing for the Phase II; and

WHEREAS, the Borrower proposes that the Issuer issue, sell, and deliver the following Obligations (the "2024 Obligations"), in the original aggregate principal amount not to exceed $50,000,000, which amount includes the 2024 Tax-Exempt Obligations in the aggregate principal amount not to exceed $43,095,000, designated as the Multifamily Housing Revenue Bonds (Decatur Landing II Apartments Project), Series 2024A (the "Series 2024 Bonds"); and

WHEREAS, the 2024 Tax-Exempt Obligations are proposed to be issued as "exempt facility bonds," the interest on which is not includable in gross income for federal income tax purposes under Sections 103 and 141(e)(1)(A) of the Code; and

WHEREAS, the Series 2024 Bonds will be issued by the Issuer and purchased by Colliers Securities LLC, a Delaware limited liability company (the "Underwriter"), pursuant to a Bond Purchase Agreement, dated on or after the date this resolution is approved (the "Bond Purchase Agreement"), among the Underwriter, the Issuer, and the Borrower, and the proceeds derived from the sale of the Series 2024 Bonds will be loaned by the Issuer to the Borrower (the "Loan") pursuant to a Loan Agreement, dated as of or after May 1, 2024 (the "Loan Agreement"), between the Issuer and the Borrower; and

WHEREAS, the Issuer will assign its interest in the Loan Agreement to U.S. Bank Trust Company, National Association, a national banking association (the "Trustee"), pursuant to a Trust Indenture, dated as of or after May 1, 2024 (the "Indenture"), by and among the Issuer and the Trustee; and

WHEREAS, to ensure compliance with certain rental and occupancy restrictions imposed by the Housing Act and Section 142(d) of the Code, Phase II will be subject to a Regulatory Agreement (the "Regulatory Agreement"), dated as of or after May 1, 2024, among the Issuer, the Trustee, and the Borrower; and

WHEREAS, the 2024 Obligations will be issued pursuant to this resolution, and the 2024 Obligations and the interest on the 2024 Obligations: (i) shall be payable solely from the revenues pledged therefor under the Loan Agreement and the Indenture and additional sources of revenue provided by or on behalf of the Borrower; (ii) shall not constitute a debt of the Issuer within the meaning of any constitutional or statutory limitation; (iii) shall not constitute or give rise to a pecuniary liability of the Issuer or a charge against its general credit or taxing power; (iv) shall not constitute a charge, lien, or encumbrance, legal or equitable, upon any property of the Issuer other than the Issuer's interest in the Loan Agreement and the Indenture; and (v) shall not constitute a general or moral obligation of the Issuer.

BE IT RESOLVED, that the City Council of the City of Brooklyn Park, Minnesota approves the following:

1. The Issuer acknowledges, finds, determines, and declares that the issuance of the 2024 Obligations is authorized by the Housing Act and is consistent with the purposes of the Housing Act and that the issuance of the 2024 Obligations, and the other actions of the Issuer under the Bond Purchase Agreement, the Indenture, the Loan Agreement, the Regulatory Agreement, and this resolution constitute a public purpose and are in the interests of the Issuer. The Project constitutes a "qualified residential rental project" within the meaning of Section 142(d) of the Code, and a "multifamily housing development" authorized by the Housing Act. The acquisition, construction and equipping of the Project furthers the purposes of the Housing Act. In authorizing the issuance of the 2024 Obligations for the financing of Phase II and the related costs, the Issuer's purpose is and the effect thereof will be to promote the public welfare of the Issuer and its residents by providing or preserving affordable multifamily housing developments for low or moderate-income residents of the City and otherwise furthering the purposes and policies of the Housing Act.

2. For the purposes set forth above, there is hereby authorized the issuance, sale, and delivery of the 2024 Obligations in one or more series, in the maximum aggregate principal amount not to exceed $50,000,000, which amount includes the 2024 Tax-Exempt Obligations in the aggregate principal amount not to exceed $43,095,000. The 2024 Obligations shall bear interest at the rates, shall be designated, shall be numbered, shall be dated, shall mature, shall be in the aggregate principal amounts, shall be subject to redemption prior to maturity, shall be in such form, and shall have such other terms, details, and provisions as are prescribed in the Indenture, in substantially the form now on file with the Issuer, with necessary and appropriate variations, omissions, and insertions (including changes to the aggregate principal amount of the 2024 Obligations, the stated maturity of the 2024 Obligations, the interest rates on the 2024 Obligations and the terms of redemption of the 2024 Obligations) as are approved as evidenced by the execution thereof as provided in Section 8 of this resolution. The Issuer hereby authorizes the 2024 Tax-Exempt Obligations to be issued, in whole or in part, as "tax-exempt bonds," the interest on which is excludable from gross income for federal income tax purposes and net taxable income of individuals, trusts, and estates for State of Minnesota income tax purposes. The 2024 Obligations shall be special, limited obligations of the Issuer payable solely from the revenues provided by the Borrower pursuant to the Loan Agreement and other funds pledged pursuant to

the Indenture; the Issuer does not pledge its general credit or taxing powers or any funds of the Issuer to the payment of the 2024 Obligations.

All of the provisions of the 2024 Obligations, when executed as authorized herein, shall be deemed to be a part of this resolution as fully and to the same extent as if incorporated verbatim herein and shall be in full force and effect from the date of execution and delivery thereof.

3. The Series 2024 Bonds shall be sold to the Underwriter under the terms and conditions of the Bond Purchase Agreement. All of the provisions of the Bond Purchase Agreement, when executed as authorized herein, shall be deemed to be a part of this resolution as fully and to the same extent as if incorporated verbatim herein and shall be in full force and effect from the date of execution and delivery thereof.

4. The proceeds derived from the sale of the 2024 Tax-Exempt Obligations shall be loaned to the Borrower in accordance with the terms and conditions of the Loan Agreement. All of the provisions of the Loan Agreement, when executed and delivered as authorized herein, shall be deemed to be a part of this resolution as fully and to the same extent as if incorporated verbatim herein and shall be in full force and effect from the date of execution and delivery thereof.

5. The Borrower shall apply the proceeds of the Loan made pursuant to the Loan Agreement to the payment of a portion of the capital costs of the Project and related costs. The loan repayments to be made by the Borrower under the Loan Agreement are to be fixed so as to produce revenues sufficient to pay the principal of, premium, if any, and interest on the 2024 Tax-Exempt Obligations when due. Pursuant to the Indenture, the Issuer will assign its rights to the basic payments and certain other rights and interests under the Loan Agreement, the Loan, and certain moneys and securities held by the Trustee in the funds and accounts established under the Indenture to the Trustee.

6. The Indenture shall provide the terms and conditions, covenants, rights, obligations, duties, and agreements of the owners of the Series 2024 Bonds and the Issuer as set forth therein. All of the provisions of the Indenture, when executed as authorized herein, shall be deemed to be a part of this resolution as fully and to the same extent as if incorporated verbatim herein and shall be in full force and effect from the date of execution and delivery thereof.

7. The 2024 Obligations shall be special, limited revenue obligations of the Issuer, payable solely from the revenues provided by the Borrower pursuant to the Loan Agreement and other funds pledged pursuant to the applicable Financing Documents (as defined below).

8. The Mayor and the City Manager and/or the Finance Director of the City (the "Issuer Officials") are hereby authorized and directed to execute and deliver the Bond Purchase Agreement, the Indenture, the Loan Agreement, the Series 2024 Bonds, the Regulatory Agreement, and any consents, subordinations, and such other documents as are necessary or appropriate in connection with the issuance, sale, and delivery of the 2024 Tax-Exempt Obligations, including without limitation, various certificates of the Issuer, one or more Information Returns for Tax-Exempt Private Activity Bond Issues, Form 8038, an endorsement to the tax certificate of the Borrower, a letter prepared in accordance with Section 42(m)(2)(D) of the Code (the "Issuer 42(m) Letter"), and similar documents (collectively, the "Financing Documents"). All of the provisions of the Financing Documents, when executed and delivered as authorized herein, shall be deemed to be a part of this resolution as fully and to the same extent as if incorporated verbatim herein and shall be in full force and effect from the date of execution and delivery thereof. Certain of the Financing Documents, including the Bond Purchase Agreement, the Indenture, the

Loan Agreement, the Series 2024 Bonds, and the Regulatory Agreement, shall be substantially in the forms now on file with the Issuer which are hereby approved, with such necessary and appropriate variations, omissions, and insertions as are approved by Bond Counsel, as do not materially adversely change the substance thereof with respect to the Issuer, and as the Issuer Officials, in their discretion, shall determine, and the execution thereof by the Issuer Officials shall be conclusive evidence of such determinations. The Council hereby ratifies the prior execution and delivery of the Issuer 42(m) Letter by the Finance Director of the Issuer in accordance with the Preliminary Resolution and upon the advice of Bond Counsel.

9. The Issuer hereby authorizes the Borrower to provide such security for payment of its obligations under the Loan Agreement and for payment of the 2024 Obligations, including but not limited to guaranties and an assignment of capital contributions of the Borrower, or any other security agreed upon by the Borrower, and the Issuer hereby approves the execution and delivery of such security.

10. The Issuer hereby authorizes Bond Counsel, to prepare, execute, and deliver its approving legal opinions with respect to the 2024 Tax-Exempt Obligations.

11. The Issuer has not participated in the preparation of the Limited Offering Memorandum relating to the offer and sale of the Series 2024 Bonds (the "Limited Offering Memorandum"), and has made no independent investigation with respect to the information contained therein, including the appendices thereto, and the Issuer assumes no responsibility for the sufficiency, accuracy, or completeness of such information. Subject to the foregoing, the Issuer hereby consents to the distribution and the use by the Underwriter of the Limited Offering Memorandum in connection with the offer and sale of the Series 2024 Bonds. The Limited Offering Memorandum is the sole material consented to by the Issuer for use in connection with the offer and sale of the Series 2024 Bonds.

12. Except as otherwise provided in this resolution, all rights, powers, and privileges conferred and duties and liabilities imposed upon the Issuer or the Council by the provisions of this resolution or of the aforementioned documents shall be exercised or performed by the Issuer or by such members of the Council, or such officers, council, body or agency thereof as may be required or authorized by law to exercise such powers and to perform such duties.

No covenant, stipulation, obligation, or agreement herein contained or contained in the aforementioned documents, the Series 2024 Bonds, or in any other document relating to the Series 2024 Bonds, and no obligation therein or herein imposed upon the Issuer shall be deemed to be a covenant, stipulation, obligation, or agreement of any member of the Council, or any officer, agent, or employee of the Issuer in that person's individual capacity, and neither the Council nor any officer, agent, or employee executing the Series 2024 Bonds or any such documents shall be personally liable on the Series 2024 Bonds or such documents or be subject to any personal liability or accountability by reason of the issuance thereof or the execution and delivery of such documents.

No provision, covenant or agreement contained in the aforementioned documents, the Series 2024 Bonds, or in any other document relating to the Series 2024 Bonds, and no obligation therein or herein imposed upon the Issuer, or the breach thereof, shall constitute or give rise to a general or moral obligation of the Issuer or any pecuniary liability of the Issuer or any charge upon its general credit or taxing powers. In making the agreements, provisions, covenants, and representations set forth in such documents, the Issuer has not obligated itself to pay or remit any

funds or revenues, other than funds and revenues derived from the Indenture and the Loan Agreement which are to be applied to the payment of the Series 2024 Bonds, as provided therein.

13. Except as otherwise expressly provided herein, nothing in this resolution or in the aforementioned documents, expressed or implied, is intended or shall be construed to confer upon any person or firm or corporation, other than the Issuer, and any holder of the Series 2024 Bonds issued under the provisions of this resolution, any right, remedy or claim, legal or equitable, under and by reason of this resolution or any provisions hereof, this resolution, the aforementioned documents, and all of their provisions being intended to be and being for the sole and exclusive benefit of the Issuer and any holder from time to time of the Series 2024 Bonds issued under the provisions of this resolution.

14. In case any one or more of the provisions of this resolution (other than the provisions limiting the liability of the Issuer, the Issuer Officials, or any officer, employee, or agent of the Issuer contained herein) or of the aforementioned documents, or of the Series 2024 Bonds issued hereunder, shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this resolution, or of the aforementioned documents, or of the Series 2024 Bonds, but this resolution, the aforementioned documents, and the Series 2024 Bonds shall be construed and endorsed as if such illegal or invalid provisions had not been contained therein.

15. The Series 2024 Bonds, when executed and delivered, shall contain a recital that they are issued pursuant to the Housing Act, and such recital shall be conclusive evidence of the validity of the Series 2024 Bonds, and the regularity of the issuance thereof, and that all acts, conditions, and things required by the laws of the State of Minnesota relating to the adoption of this resolution, to the issuance of the Series 2024 Bonds, and to the execution of the aforementioned documents to happen, exist, and be performed precedent to the execution of the aforementioned documents have happened, exist, and have been performed as so required by law.

16. The Housing Program is hereby adopted, ratified, and approved in the form now on file with the Issuer.

17. The officers of the Issuer, the City's attorney (the "City Attorney"), Bond Counsel, other attorneys, and other agents or employees of the Issuer are hereby authorized to do all acts and things required of them by or in connection with this resolution, the aforementioned documents, and the Series 2024 Bonds for the full, punctual, and complete performance of all the terms, covenants, and agreements contained in the Series 2024 Bonds, the aforementioned documents, and this resolution. If for any reason the Mayor, the City Manager, or the Finance Director is unable to execute and deliver the respective documents referred to in this resolution, such documents may be executed by any member of the Council or any officer of the Issuer delegated the duties of the Mayor, the City Manager, or the Finance Director with the same force and effect as if such documents were executed and delivered by the Mayor, the City Manager, or the Finance Director.

18. The Borrower shall pay the administrative fee of the Issuer when due in accordance with the terms of the Loan Agreement. The Borrower will also pay, or, upon demand, reimburse the Issuer for payment of, any and all costs incurred by the Issuer in connection with the Project and the issuance of the Series 2024 Bonds, whether or not the Series 2024 Bonds are issued, including any costs for reasonable attorneys' fees.

19. It is understood and agreed by the Borrower that the Borrower shall indemnify the Issuer against all liabilities, losses, damages, costs, and expenses (including attorney's fees and expenses incurred by the Issuer) arising with respect to Phase II and the 2024 Obligations, as provided for and agreed to by and between the Borrower and the Issuer in the Loan Agreement.

20. The authority to approve, execute and deliver future amendments to the Financing Documents entered into by the Issuer in connection with the issuance of the 2024 Tax-Exempt Obligations and consents required under the Financing Documents is hereby delegated to the Issuer Officials of the Issuer, subject to the following conditions: (a) such amendments or consents do not materially adversely affect the interests of the Issuer; (b) such amendments or consents do not contravene or violate any policy of the Issuer; (c) such amendments or consents do not require the consent of the holder or such consent has been obtained; and (d) such amendments or consents are acceptable in form and substance to the City Attorney and Bond Counsel. 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 City Manager shall be conclusive evidence of the approval of such instruments in accordance with the terms hereof. In the absence of the City Manager, any instrument authorized by this paragraph to be executed and delivered may be executed by the officer of the Issuer authorized to act in his or her place instead.

21. This resolution shall be in full force and effect from and after its passage.

The forgoing resolution was introduced by Council Member _____ and duly seconded by Council Member _____.

The following voted in favor of the resolution: _____.

The following voted against: _____.

The following were absent: _____.

Whereupon the resolution was adopted.

ADOPTED: May 13, 2024

_____
Hollies J. Winston, Mayor

CERTIFICATE

STATE OF MINNESOTA
COUNTY OF HENNEPIN
CITY OF BROOKLYN PARK

I, the undersigned, being the duly qualified City Clerk of the City of Brooklyn Park, Minnesota, hereby certify that the above resolution is a true and correct copy of the resolution as adopted by the City Council of the City of Brooklyn Park on May 13, 2024.

WITNESS my hand officially as such Clerk and the corporate seal of the city this ___ day of May 2024.

(SEAL)

_____
Devin Montero, City Clerk

Third Draft
Thursday, April 30, 2024

REGULATORY AGREEMENT

among

CITY OF BROOKLYN PARK, MINNESOTA,
as Issuer

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

and

BROOKLYN PARK AH II, LLLP,
as Borrower

Relating to

DECATUR LANDING II APARTMENTS PROJECT

Dated as of June 1, 2024

This document drafted by:

Kennedy & Graven, Chartered (SEL)
150 South Fifth Street, Suite 700
Minneapolis, Minnesota 55402-1299

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REGULATORY AGREEMENT

THIS REGULATORY AGREEMENT, dated as of June 1, 2024 (this "Regulatory Agreement"), is made and entered into among the CITY OF BROOKLYN PARK, MINNESOTA, a home rule charter city, municipal corporation, and political subdivision duly organized and existing under its Charter and the Constitution and laws of the State of Minnesota (the "Issuer"), U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association (the "Trustee"), and BROOKLYN PARK AH II, LLLP, a Minnesota limited liability limited partnership, as the owner of the property described in EXHIBIT A attached hereto (the "Borrower").

RECITALS

The Issuer is authorized to issue revenue bonds or other obligations to provide financing for multifamily housing developments in accordance with the terms of Minnesota Statutes, Chapters 462A, 462C and 474A, as amended (collectively, the "Act").

For the purpose of financing the acquisition, construction and equipping of an approximately 175-unit multifamily rental housing development and facilities functionally related and subordinate thereto designed for occupancy by low and moderate income households to be located at or about 9450 Decatur Drive North in the City of Brooklyn Park, Minnesota (the "Project"), on the real property described in EXHIBIT A attached hereto (the "Land"), the Issuer will issue its Multifamily Housing Revenue Bonds (Decatur Landing II Apartments Project), Series 2024 (the "Bonds"), in the original aggregate principal amount of $[32,135,000], pursuant to the provisions of the Act, a resolution adopted by the City Council of the Issuer on May 13, 2024 (the "Resolution"), and a Trust Indenture, dated as of June 1, 2024 (the "Indenture"), between the Issuer and the Trustee.

To finance the Project, the Issuer will loan the proceeds derived from the sale of the Bonds to the Borrower pursuant to the terms of a Loan Agreement, dated as of June 1, 2024 (the "Loan Agreement"), between the Issuer and the Borrower.

For good and valuable consideration, the Borrower, the Trustee and the Issuer have determined to enter into this Regulatory Agreement in order to assure compliance with certain requirements of the Code (hereinafter defined) and of the Act applicable to the Project.

NOW, THEREFORE, the Borrower, the Trustee and the Issuer do hereby impose upon the Project the following covenants, restrictions, charges, and easements, which shall run with the Land and shall be binding and a burden upon the Project and all portions thereof, and upon any purchaser, grantee, owner, or lessee of any portion of the Project and any other person or entity having any right, title, or interest therein and upon the respective heirs, executors, administrators, devisees, successors, and assigns of any purchaser, grantee, owner, or lessee of any portion of the Project and any other person or entity having any right, title, or interest therein, for the length of time that this Regulatory Agreement shall be in full force and effect:

Section 1. Definitions. Unless otherwise expressly provided herein or unless the context clearly requires otherwise, the terms defined above shall have the meanings set forth above and the following terms shall have the respective meanings set forth below for the purposes hereof. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Indenture or, if not defined in the Indenture, shall have the meanings assigned to such terms in the Loan Agreement.

"*Act*" means Minnesota Statutes, Chapters 462A, 462C and 474A, as amended.

"*Adjusted Income*" means the adjusted income of a person (together with the adjusted income of all persons of the age of 18 years or older who intend to reside with such person in one Dwelling Unit), as calculated in the manner prescribed under Section 142(d)(2)(B) of the Code.

"*Bond Counsel*" means Kennedy & Graven, Chartered, or any other attorney at law or firm of attorneys, of nationally-recognized standing in matters pertaining to the federal tax exemption of interest on bonds and other obligations issued by states and political subdivisions thereof, duly admitted to practice law before the highest court of any state of the United States of America.

"*Bonds*" means, the Issuer's Multifamily Housing Revenue Bonds (Decatur Landing II Apartments Project), Series 2024, in the original aggregate principal amount of $[32,135,000].

"*Borrower*" means Brooklyn Park AH II, LLLP, a Minnesota limited liability limited partnership, and its lawful successors and assigns to the extent permitted by the Loan Agreement.

"*Business Day*" means a day of the week, other than a Saturday or a Sunday, on which commercial banks located in the city in which the principal corporate trust office of the Trustee is located are not required or authorized to remain closed.

"*Certificate of Continuing Program Compliance*" means the document substantially in the form set forth in EXHIBIT C attached hereto.

"*Code*" means the Internal Revenue Code of 1986, as amended, and all applicable Treasury Regulations (whether proposed, temporary or final) promulgated under the Code and the statutory predecessor of the Code, and any official rulings and judicial determinations under the foregoing applicable to the Bonds.

"*County*" means Hennepin County, Minnesota.

"*Dwelling Units*" means the units of multifamily residential rental housing comprising the Project, excluding any unit used as a management office.

"*Event of Default*" has the meaning specified in Section 13 hereof.

"*Functionally Related and Subordinate*" shall mean and include facilities for use by tenants, for example, laundry facilities, parking areas, and recreational facilities, provided that the same is of a character and size commensurate with the character and size of the Project.

"*Housing Act*" means the United States Housing Act of 1937, as amended, codified as 42 U.S.C. Sections 1401 et seq.

"*Indenture*" means the Trust Indenture, dated as of June 1, 2024, between the Issuer and the Trustee relating to the Bonds.

"Issuer" means the City of Brooklyn Park, Minnesota, a home rule charter city, municipal corporation, and political subdivision duly organized and existing under its Charter and the Constitution and laws of the State of Minnesota, and its successors and assigns.

"*Land*" means the real property described on EXHIBIT A attached hereto.

"*Loan*" means, the loan provided by the Issuer to the Borrower pursuant to the Loan Agreement to provide financing for the Project.

"*Loan Agreement*" means the Loan Agreement, dated as of June 1, 2024, between the Issuer and the Borrower, relating to the Bonds, as the same may be from time to time amended or supplemented in accordance with the provisions thereof.

"*Low Income Tenants*" means persons or families with Adjusted Income which does not exceed 60% of the Median Income for the Area adjusted for household size. In no event will the occupants of a Dwelling Unit be considered to be Low Income Tenants if all of such occupants are students (as defined in Section 152(f)(2) of the Code), unless the Dwelling Unit is occupied:

(i) by an individual who is (A) a student and receiving assistance under Title IV of the Social Security Act, (B) a student who was previously under the care and placement responsibility of the State agency responsible for administering a plan under Part B or Part E of Title IV of the Social Security Act, or (C) enrolled in a job training program receiving assistance under the Job Training Partnership Act or under other similar federal, State, or local laws; or

(ii) entirely by full-time students if such students are (A) single parents and their children and such parents are not dependents (as defined in Section 152 of the Code, determined without regard to subsections (b)(1), (b)(2), and (d)(1)(B) thereof) of another individual and such children are not dependents (as defined in Section 152 of the Code, determined without regard to subsections (b)(1), (b)(2), and (d)(1)(B) thereof) of another individual other than a parent of such children, or (B) married and entitled to file a joint return.

"*Low Income Units*" means the Dwelling Units in the Project designated for occupancy by Low Income Tenants pursuant to Section 4(a) of this Regulatory Agreement.

"*Median Income for the Area*" means the median yearly income for households of an applicable size in the applicable Primary Metropolitan Statistical Area as most recently determined by the Secretary of Housing and Urban Development under Section 8(f)(3) of the Housing Act, or, if such figures are no longer available, the method of calculation is substantially altered, or the programs under Section 8(f) are terminated, the Issuer shall provide the Borrower with another income determination that is reasonably similar to the method used by the Secretary prior to such termination.

"Project" has the meaning assigned to such term in the recitals to this Regulatory Agreement.

"*Qualified Project Period*" means the period beginning on the later of the date of issuance of the Bonds and the first day on which 10% of the Dwelling Units in the Project are occupied and ending on the latest of:

(i) the date which is 30 years after the date on which 50% of the Dwelling Units in the Project are occupied;

(ii) the first day on which no tax-exempt private activity bond issued with respect to the Project is outstanding; or

(iii) the date on which any assistance provided with respect to the Project under Section 8 of the United States Housing Act of 1937 terminates.

"*Regulatory Agreement*" means this Regulatory Agreement, together with any amendments or supplements hereto.

"*Resolution*" means Resolution #2024-[___], adopted by the City Council of the Issuer on May 13, 2024, authorizing the issuance, sale, and delivery of the Bonds.

"*Section 474A Penalties*" means the penalties described in Minnesota Statutes, Section 474A.047, subdivision 3, as amended, as applied to the Project.

"State" means the State of Minnesota.

"*Treasury Regulations*" means the regulations promulgated or proposed by the Department of the Treasury pursuant to the Code from time to time or pursuant to any predecessor statute to the Code.

"Trustee" means U.S. Bank Trust Company, National Association, a national banking association, or any successor or assign.

Unless the context clearly requires otherwise, as used in this Regulatory Agreement words of the masculine, feminine or neuter gender shall be construed to include each other gender when appropriate, and words of the singular number shall be construed to include the plural number, and vice versa, when appropriate. This Regulatory Agreement and all of the terms and provisions hereof shall be construed to effectuate the purposes set forth herein and to sustain the validity hereof.

Section 2. Representations by the Borrower. The Borrower covenants, represents as of the effective date hereof, and warrants that:

(a) The Borrower is a limited liability limited partnership organized and existing under the laws of the State. The Borrower is in good standing in the State and has duly authorized, by proper action, the execution and delivery of this Regulatory Agreement. The Borrower is duly authorized by the laws of the State to transact business in the State and to perform all of its duties hereunder.

(b) Neither the execution and delivery of this Regulatory Agreement or any other document in connection with the financing of the Project, the consummation of the transactions contemplated hereby and thereby nor the fulfillment of or compliance with the terms and conditions hereof and thereof conflicts with or results in a breach of any of the terms, conditions, or provisions of any agreement or instrument to which the Borrower is now a party or by which it is bound or constitutes a default (with due notice or the passage of time or both) under any of the foregoing or results in the creation or imposition of any prohibited lien, charge, or encumbrance whatsoever upon any of the property or assets of the Borrower under the terms of any instrument or agreement to which the Borrower is now a party or by which it is bound.

(c) The execution, delivery, and performance of this Regulatory Agreement and all other documents to be delivered by the Borrower in connection with the consummation of the transactions contemplated hereby will not conflict with, or constitute a breach of or default under, any indenture, mortgage, deed of trust, lease, commitment, agreement, or other instrument or obligation to which the Borrower is a party or by which the Borrower or any of its property is bound, or under any law, rule, regulation, judgment, order, or decree to which the Borrower is subject or by which the Borrower or any of its property is bound.

(d) To the best of the Borrower's knowledge, there is no action, suit, proceeding, inquiry, or investigation by or before any governmental agency, public board, or body pending or threatened against the Borrower (nor to the best of its knowledge is there any basis therefor), which:

(i) affects or seeks to enjoin, prohibit, or restrain the issuance, sale, or delivery of the Bonds or the use of the proceeds of the Bonds to finance the acquisition, construction, and equipping of the Project or the execution and delivery of this Regulatory Agreement,

(ii) affects or questions the validity or enforceability of the Bonds or this Regulatory Agreement,

(iii) questions the tax-exempt status of the Bonds, or

(iv) questions the power or authority of the Borrower to own, acquire, construct, equip, or operate the Project or to execute, deliver, or perform the Borrower's obligations under this Regulatory Agreement.

(e) The Project will be located wholly within the boundaries of the City of Brooklyn Park, Minnesota.

(f) On and after the date on which the Bonds are executed and delivered to the Trustee, the Borrower will have title to the Project sufficient to carry out the purposes of this Regulatory Agreement, and such title shall be in and remain in the name of the Borrower except as otherwise permitted by this Regulatory Agreement.

(g) The Project consists and will consist of those facilities described herein, which generally are described as a residential apartment building and related facilities situated on the Land. The Borrower shall make no changes to the Project or to the operation thereof which would affect the qualification of the Project under the Act or impair the exemption from federal income taxation of the interest on the Bonds. The Borrower will utilize and operate the Project as a multifamily rental housing project during the Qualified Project Period in accordance with all applicable federal, State, and local laws, rules, and regulations applicable to the Project.

(h) The Borrower has obtained, or will obtain on or before the date required therefor, all necessary certificates, approvals, permits, and authorizations with respect to the operation of the Project.

(i) The Borrower does not and will not own any of the Bonds. The Borrower acknowledges and understands that during any periods of time when the Borrower owns the Bonds, the interest on the Bonds shall not be tax-exempt pursuant to Section 147(a) of the Code.

(j) The Borrower does not own any buildings or structures which are proximate to the Project other than those buildings or structures which comprise the Project, which are being financed pursuant to a common plan under which the Project is also being financed.

(k) The statements made in the various certificates delivered by the Borrower to the Issuer, or the Trustee, respectively, on the date of issuance of the Bonds are true and correct.

Section 3. Qualified Residential Rental Project. The Borrower shall acquire, construct, equip, own, manage, and operate the Project as a "qualified residential rental project," as such phrase is utilized in Section 142(d) of the Code, on a continuous basis during the Qualified Project Period. To that end, the Borrower hereby represents, warrants, and covenants as follows:

(a) that a qualified residential rental project will be constructed on the Land, and the Borrower shall own, manage and operate the Project as a qualified residential rental project containing Dwelling Units

and facilities Functionally Related and Subordinate to such Dwelling Units, in accordance with Section 142(a)(7) and Section 142(d) of the Code and all applicable Treasury Regulations promulgated thereunder, as the same may be amended from time to time;

(b) that all of the Dwelling Units of the Project will be similarly constructed and each Dwelling Unit in the Project will contain complete facilities for living, sleeping, eating, cooking, and sanitation for a single person or a family;

(c) that:

(i) none of the Dwelling Units in the Project shall at any time in the future be utilized on a transient basis;

(ii) that none of the Dwelling Units in the Project shall at any time in the future be leased or rented for a period of less than 30 days; and

(iii) that neither the Project nor any portion thereof shall be used as a hotel, motel, dormitory, fraternity house, sorority house, rooming house, hospital, nursing home, sanitarium, rest home, or trailer park or trailer court for use on a transient basis, or by a cooperative housing corporation (as defined in Section 216(b)(1) of the Code);

(d) that once available for occupancy:

(i) each Dwelling Unit in the Project must be rented or available for rental on a continuous basis to members of the general public during the Qualified Project Period; and

(ii) the Borrower shall not give preference in renting Dwelling Units in the Project to any particular class or group of persons, other than Low Income Tenants as provided herein or as otherwise permitted by law;

(e) that the Dwelling Units in the Project shall be leased and rented to members of the general public in compliance with this Regulatory Agreement, except for any Dwelling Unit for a resident manager or maintenance personnel;

(f) that the Project consists of one or more discrete edifices and other man-made construction, each consisting of an independent foundation, outer walls and roof, all of which will be (i) owned by the same person for federal tax purposes, (ii) located on a common tract of land or two or more parcels of land which are contiguous except for being separated only by a road, street, stream, or a similar property and (iii) financed by the Loan or otherwise pursuant to a common plan of financing, and which consists entirely of:

(i) units which are similar in quality and type of construction and amenities; and

(ii) property Functionally Related and Subordinate in purpose and size to the Project, *e.g.*, parking areas, laundries, swimming pools, tennis courts, and other recreational facilities (none of which may be unavailable to any person because such person is a Low Income Tenant) and other facilities which are reasonably required for the Project, *e.g.*, heating and cooling equipment, trash disposal equipment, or units for residential managers or maintenance personnel;

(g) that no portion of the Project shall be used to provide any health club facility, any facility primarily used for gambling, or any store the principal business of which is the sale of alcoholic beverages for consumption off premises;

(h) that the Project shall not include a Dwelling Unit in a building where all Dwelling Units in such building are not also included in the Project;

(i) that the Borrower shall not convert the individual Dwelling Units of the Project to condominium or cooperative ownership;

(j) that no Dwelling Unit in the Project shall be occupied by the Borrower (or any person related to a partner of the Borrower or to any related person to the Borrower within the meaning of Section 147(a)(2) of the Code) at any time unless such person resides in a Dwelling Unit in a building or structure which contains at least five Dwelling Units and unless the resident of such Dwelling Unit is a resident manager or other necessary employee (e.g., maintenance and security personnel);

(k) that the Bonds will not be "federally guaranteed," as defined in Section 149(b) of the Code;

(l) that the Project shall at all times be used and operated as a "multifamily housing development," as defined in the Act; and

(m) that the Borrower shall not discriminate on the basis of race, creed, color, sex, sexual preference, source of income (*e.g.*, AFDC or SSI), physical disability, national origin, or marital status in the rental, lease, use, or occupancy of the Project or in connection with the employment or application for employment of persons for the operation and management of the Project.

Section 4. Low Income Tenants. Pursuant to the requirements of the Act and Section 142(d) of the Code, the Borrower hereby represents, warrants, and covenants as follows:

(a) Upon completion of the Project, at least forty percent (40%) of the units in the Project will be occupied or held for occupancy by Low Income Tenants. Throughout the Qualified Project Period, not less than forty percent (40%) of the completed units in the Project shall be continuously occupied or held for occupancy by Low Income Tenants. The Borrower will designate the Low Income Units and will make any revisions to such designations as necessary to comply with the applicable provisions of the Code and the Treasury Regulations. As set forth in paragraph (e) below, the Borrower shall advise the Issuer and the Trustee by delivery of a certificate in writing of the status of the occupancy of the Project with respect to Low Income Tenants on an annual basis for the term of this Regulatory Agreement. An Annual Certification of a Residential Rental Project, Form 8703, or successor form, shall be prepared annually by the Borrower and filed with the United States Secretary of the Treasury pursuant to Section 142(d)(7) of the Code (currently with the Internal Revenue Service Center, Ogden, Utah 84201), with a copy to be filed by the Borrower with the Issuer and, upon request, with the Trustee. The percentage of units is measured by number of units, and not square footage of units.

For purposes of satisfying the occupancy requirements set forth above, a unit occupied by a person or family who at the commencement of their occupancy qualified as a Low Income Tenant shall be treated as occupied by a Low Income Tenant until such time as any re-certification of such tenant's income in accordance with Sections 4(c) and (h) below demonstrates that such tenant's income exceeds 140 percent of the income limitation applicable to Low Income Tenants.

A unit occupied by a Low Income Tenant shall be deemed, upon the termination of such tenant's occupancy, to be continuously occupied by a Low Income Tenant until reoccupied, other than for a

temporary period (not to exceed sixty (60) days), at which time the character of the unit shall be redetermined.

(b) The Borrower will notify the Issuer on an annual basis of any vacancy of any Low Income Units.

(c) The Borrower will obtain, complete, and maintain on file income certifications from each Low Income Tenant, obtained immediately prior to the initial occupancy of such tenant in the Project, and thereafter re-obtain in any year in which a unit in the Project is occupied by a new resident whose income exceeds the applicable income limit, income certifications (based upon their then current income), from each Low Income Tenant, substantially in the form of the income certification set forth in EXHIBIT B attached hereto or another form approved by Bond Counsel (the "Tenant Income Certification") and will provide such additional information as may be required by Section 142(d) of the Code, as the same may be amended from time to time, or in such other form and manner as may be required by applicable rules, rulings, policies, procedures, Treasury Regulations now or hereafter promulgated, proposed or made by the Department of the Treasury or the Internal Revenue Service applicable to the Bonds. Such Tenant Income Certification shall be obtained prior to initial occupancy. If requested in writing by the Issuer, a copy of such Tenant Income Certification shall be filed with the Issuer prior to occupancy by the tenant whenever possible but in no event more than one month after initial occupancy by the tenant. A copy of each re-certification of income shall be attached to each report filed with the Issuer and the Trustee pursuant to Section 4(a) above. The Borrower shall make a good-faith effort to verify that the income reported by an applicant in an income certification is accurate by taking at least one of the following steps as a part of the verification process: (1) obtain a pay stub for the most recent pay period, (2) obtain an income tax return for the most recent tax year, (3) conduct a credit or similar search, (4) obtain an income verification form from the applicant's current employer, (5) obtain an income verification form from the Social Security Administration if the applicant receives assistance from such agency, or (6) if the applicant is unemployed and has no such tax return, obtain another form of independent verification. If the Low Income Tenant is a Section 8 Certificate Holder, the Borrower shall retain a copy of the certificate or voucher for verification of income in lieu of an income verification.

The Borrower understands that failure to file the Annual Certification of a Residential Rental Project, Form 8703, or successor form, as required by Section 142(d)(7) of the Code at the times stated therein may subject it to the penalty described in Section 6652(j) of the Code.

(d) The Borrower will maintain complete and accurate records pertaining to the Low Income Units and will permit, upon reasonable prior notice, any duly authorized representative of the Issuer, the Trustee, the Department of the Treasury, or the Internal Revenue Service to inspect the books and records of the Borrower pertaining to the Project, including those records pertaining to the occupancy of the Low Income Units. This section is not intended to create any additional duties to inspect records.

(e) The Borrower will prepare and submit to the Issuer and the Trustee, on or before March 1 of each year during the Qualified Project Period, beginning the first March 1 following commencement of the Qualified Project Period, a Certificate of Continuing Program Compliance in the form set forth in EXHIBIT C attached hereto and executed by the Borrower, and, if requested by the Trustee or the Issuer, the Tenant Income Certifications described in Section 4(c) above. The Trustee shall solely rely on the Certificate of Continuing Program Compliance delivered pursuant to this Section 4 as evidence of the Borrower's compliance with this Regulatory Agreement.

(f) The Borrower, upon becoming aware of an Event of Default, will notify the Issuer and the Trustee, in writing, of the occurrence of any such Event of Default hereunder or any event which, with the passage of time or service of notice, or both, would constitute an Event of Default hereunder, specifying

the nature and period of existence of such event and the actions being taken or proposed to be taken with respect thereto. Such notice shall be given promptly and in no event longer than ten (10) Business Days after the Borrower receives notice or gains knowledge of the occurrence of any such event. The Borrower further agrees that it will give prompt written notice to the Issuer and the Trustee if insurance proceeds or condemnation awards in excess of $50,000 are received with respect to the Project and are not used to repair or replace the Project, which notice shall state the amount of such proceeds or award.

(g) Except as provided in the following sentence, the Borrower shall accept as tenants, on the same basis as all other prospective tenants, Low Income Tenants who are recipients of federal certificates for rent subsidies pursuant to the existing program under Section 8 of the Housing Act or its successor and shall not apply selection criteria to Section 8 certificate/voucher holders that are more burdensome than the criteria applied to all other prospective tenants. The Borrower agrees to modify the leases for units in the Project as necessary to allow the rental of Low Income Units to Section 8 certificate/voucher holders.

(h) Each lease pertaining to a Low Income Unit shall contain a provision to the effect that the Borrower has relied on the income certification and supporting information supplied by the Low Income Tenant in determining qualification for occupancy of the Low Income Unit and that any material misstatement in such certification (whether or not intentional) will be cause for immediate termination of such lease.

(i) Throughout the Qualified Project Period, the Borrower shall recertify each Low Income Tenant's income on or before the anniversary of the Low Income Tenant's tenancy, in any year in which a unit in the Project is occupied by a new resident whose income exceeds the applicable income limit, by obtaining a completed Tenant Income Certification. In the event the re-certification demonstrates that any such tenant's household income exceeds 140% of the applicable income limit, the Borrower shall hold the next available unit or units of comparable or smaller size in the Project available for rental by new Low Income Tenants.

The Borrower in its sole discretion may notify, in writing, each tenant who is no longer a Low Income Tenant of such fact, and that the rent of such tenant(s) is subject to increase thirty (30) days after receipt of such notice. The Borrower shall be entitled to so increase any such tenant's rent only if the Borrower complies with any law applicable thereto and only after the Borrower has rented the next available unit or units in the Project on a one-for-one basis to a Low Income Tenant, or holds units vacant and available for occupancy by Low Income Tenants.

The Borrower agrees to inform all prospective Low Income Tenants of the requirements for re-certification of income and of the provisions of the preceding paragraph.

Section 5. Restrictions Imposed by Minnesota Statutes, Chapter 474A. Because the Bonds are issued by the Issuer as "residential rental project bonds," as defined in Chapter 474A of the Act ("Chapter 474A"), and the Issuer has received an allocation of tax-exempt bonding authority pursuant to applicable provisions of Chapter 474A, the restrictions imposed by Chapter 474A apply to the Project as described below.

(a) In addition to any other restrictions on rent or the income of tenants set forth in this Regulatory Agreement, during the Qualified Project Period, the Borrower shall restrict rents on at least twenty percent (20%) of the units in the Project (which may consist of the same units as meet the requirements of Section 4) to an amount not exceeding the area fair market rents or exception fair market rents, as applicable, for existing housing as established by the federal Department of Housing and Urban Development from time to time, which units shall be occupied, or held for occupancy, by Low Income Tenants.

(b) The annual certifications required to be made by the Borrower hereunder shall conform to the requirements of Section 474A.047, subdivision 2, and the Issuer shall have the authority to impose upon the Borrower any and all penalties described in Section 474A.047, subdivision 3, from time to time, in addition to any remedies otherwise available under this Regulatory Agreement.

(c) The Borrower must satisfy the requirements of Section 474A.047, subdivision 1(a), during the Qualified Project Period. The Borrower must annually certify to the Issuer over the term of this Regulatory Agreement that the rental rates for the rent-restricted units are within the limitations under Section 474A.047, subdivision 1(a), of Chapter 474A. The Issuer may request individual certification of the income of residents of the income-restricted units. The Commissioner of Minnesota Management and Budget may request from the Issuer a copy of the annual certification prepared by the Borrower. The Commissioner of Minnesota Management and Budget may require the Issuer to request individual certification of all residents of the income-restricted units.

Section 6. Covenants Run with the Land. The Borrower hereby declares its express intent that the covenants, restrictions, charges, and easements set forth herein shall be deemed covenants running with the Land and shall, except as otherwise provided in this Regulatory Agreement, pass to and be binding upon the Borrower's successors in title including any purchaser, grantee, owner, or lessee of any portion of the Project and any other person or entity having any right, title, or interest therein and upon the respective heirs, executors, administrators, devisees, successors, and assigns of any purchaser, grantee, owner, or lessee of any portion of the Project and any other person or entity having any right, title, or interest therein. Except as otherwise provided in this Regulatory Agreement, each and every contract, deed, or other instrument hereafter executed covering or conveying the Project or any portion thereof or interest therein shall contain an express provision making such conveyance subject to the covenants, restrictions, charges, and easements contained herein; provided, however, that any such contract, deed, or other instrument shall conclusively be held to have been executed, delivered, and accepted subject to such covenants, regardless of whether or not such covenants are set forth or incorporated by reference in such contract, deed, or other instrument.

Section 7. Indemnification. The Borrower hereby covenants and agrees that it shall indemnify and hold harmless the Issuer and its officers, agents, members, officials, and employees, and the Trustee and its respective officers, agents, members, directors, representatives, and employees. All provisions of the Loan Agreement relating to indemnification are incorporated by reference herein and are considered provisions of this Regulatory Agreement, as if expressly set out herein. These provisions shall survive payment of the Bonds and termination of this Regulatory Agreement.

Section 8. Consideration. The Issuer has issued the Bonds in part to provide funds to make the Loan to finance the acquisition, construction, and equipping of the Project all for the purpose, among others, of inducing the Borrower to acquire, construct, equip, and operate the Project. In consideration of the issuance of the Bonds by the Issuer, the Borrower has entered into this Regulatory Agreement and has agreed to restrict the uses to which the Project can be put on the terms and conditions set forth herein.

Section 9. Reliance. The Issuer and the Borrower hereby recognize and agree that the representations and covenants set forth herein may be relied upon by all persons interested in the legality and validity of the Bonds and in the exemption from federal income taxation of the interest on the Bonds. In performing their duties and obligations hereunder, the Issuer and the Trustee may conclusively rely upon statements and certificates of the Borrower and the tenants and upon audits of the books and records of the Borrower pertaining to the Project. In addition, the Issuer and the Trustee may consult with counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action or inaction taken or suffered by the Issuer or the Trustee hereunder in good faith and in conformity with

such opinion. In determining whether any default or lack of compliance by the Borrower exists under this Regulatory Agreement, neither the Issuer nor the Trustee shall be required to conduct any investigation into or review of the operations or records of the Borrower and, absent actual knowledge of any default or noncompliance, may assume compliance by the Borrower unless otherwise specifically notified in writing.

The Issuer and the Trustee shall be under no duty to make any investigation or inquiry as to any statement or other matter contained or referred to in any documents or any instruments delivered to it in accordance with this Regulatory Agreement, but may receive and accept the same as conclusive evidence of the truth and accuracy of such statements.

Section 10. Sale or Transfer of the Project. The Borrower hereby covenants and agrees not to sell, transfer, or otherwise dispose of the Project, or any portion thereof, except as permitted under the terms of the Loan Agreement. Any attempted sale, transfer, or disposition which would cause or result in the violation of any of these covenants, provisions, reservations, restrictions, charges, or easements shall be null and void ab initio and of no force and effect. Nothing herein shall prohibit the transfer, sale or assignment of the interests in the Borrower or any direct or indirect ownership interests in the Borrower's partners. In the event of sale, transfer, or disposition of the Project, the Borrower shall provide notice to the Issuer of such event.

Section 11. Term. This Regulatory Agreement and the terms hereof shall become effective upon its execution and delivery and shall remain in full force and effect for a term and period equal to the Qualified Project Period, it being expressly agreed and understood that the provisions hereof are intended to survive the retirement of the Bonds and termination of the Indenture and the Loan Agreement and repayment of the Loan if the Qualified Project Period has not expired at the time of such retirement and expiration. Notwithstanding anything in this Regulatory Agreement to the contrary:

(a) The Project may be transferred pursuant to a foreclosure, exercise of power of sale, or deed in lieu of foreclosure, or comparable proceedings without the consent of or fee of any kind payable to the Issuer or compliance with the provisions of this Regulatory Agreement. In connection with any such foreclosure, deed in lieu of foreclosure, or other proceedings, this Regulatory Agreement may be terminated upon completion of the foreclosure and expiration of the applicable redemption period, or recording of a deed in lieu of foreclosure.

(b) The requirements of this Regulatory Agreement shall terminate and be of no further force and effect in the event of involuntary noncompliance with the provisions of this Regulatory Agreement caused by fire or other casualty, seizure, requisition, foreclosure, transfer of title by deed in lieu of foreclosure, change in a federal law, or an action of a federal agency after the date of this Regulatory Agreement, which prevents the Issuer and the Trustee from enforcing such provisions, or condemnation or a similar event, but only if, within a reasonable period, either the Bonds are retired or amounts received as a consequence of such event are used to provide a project that meets the requirements hereof (provided that this shall be deemed met if the Bonds have been previously retired); provided, however, that the preceding provisions of this sentence shall cease to apply and the restrictions contained herein shall be reinstated if, at any time subsequent to the termination of such provisions as the result of the foreclosure, or the delivery of a deed in lieu of foreclosure, or a similar event, the Borrower or any related person (within the meaning of Section 1.103-10(e) of the Treasury Regulations) obtains an ownership interest in the Project for federal income tax purposes. The Borrower hereby agrees that, following any foreclosure, transfer of title by deed in lieu of foreclosure, or similar event, neither the Borrower nor any such related person as described above will obtain an ownership interest in the Project for federal tax purposes for the remainder of the Qualified Project Period, unless it complies with the limitations imposed by Sections 4 and 5 of this Regulatory Agreement.

(c) This Regulatory Agreement, or any of the provisions or sections hereof, may be terminated upon agreement by the Issuer and the Borrower, and if the Bonds are then outstanding, the Trustee, upon receipt of an opinion of Bond Counsel to the effect that such termination will not cause interest on the Bonds to become included in gross income for federal income tax purposes or cause interest on the Bonds to become included in the net taxable income of individuals, trusts, and estates for State income tax purposes.

Upon the termination of the terms of this Regulatory Agreement, the parties hereto agree to execute, deliver, and record appropriate instruments of release and discharge of the terms hereof; provided, however, that the execution and delivery of such instruments shall not be necessary or a prerequisite to the termination of this Regulatory Agreement in accordance with its terms.

Section 12. Burden and Benefit. The Issuer and the Borrower hereby declare their understanding and intent that the burden of the covenants set forth herein touch and concern the Land in that the Borrower's legal interest in the Project is rendered less valuable thereby. The Issuer and the Borrower hereby further declare their understanding and intent that the benefit of such covenants touch and concern the Land by enhancing and increasing the enjoyment and use of the Project by Low Income Tenants, the intended beneficiaries of such covenants, reservations, and restrictions, and by furthering the public purposes for which the Bonds were issued. Notwithstanding the foregoing, the Low Income Tenants are not intended to be third-party beneficiaries of this Regulatory Agreement and shall have no rights to enforce any provision herein.

Section 13. Enforcement. If the Borrower defaults in the performance or observance of any covenant, agreement, or obligation of the Borrower set forth in this Regulatory Agreement, and if such default remains uncured for a period of sixty (60) days after written notice thereof shall have been given by the Issuer or the Trustee to the Borrower, then the Issuer or the Trustee, acting upon the direction of the holders of the Bonds pursuant to the Indenture, may declare an "Event of Default" to have occurred hereunder and, at its option, may take any one or more of the following steps:

(a) by mandamus or other suit, action, or proceeding at law or in equity require the Borrower to perform its obligations and covenants hereunder or enjoin any acts or things which may be unlawful or in violation of the rights of the Issuer or the Trustee hereunder;

(b) have access to and inspect, examine, and make copies of all the books and records of the Borrower pertaining to the Project;

(c) take such other action at law or in equity as may appear necessary or desirable to enforce the obligations, covenants, and agreements of the Borrower hereunder; or

(d) with the Trustee's respective consent, declare a default under either of the Loan, accelerate the indebtedness evidenced by the Loan, and proceed to redeem the Bonds in accordance with their terms.

Notwithstanding anything to the contrary contained herein, the Issuer and the Trustee hereby agree that any cure of any default made or tendered by one or more of the Borrower's partners shall be deemed to be a cure by the Borrower and shall be accepted or rejected on the same basis as if made or tendered by the Borrower.

All fees, costs, and expenses of the Trustee or the Issuer incurred in taking any action pursuant to this Section 13 shall be the sole responsibility of the Borrower and shall be paid to the Trustee or the Issuer, as the case may be, on demand.

After the Bonds have been discharged, the Issuer may act on its own behalf to declare an "Event of Default" to have occurred and to take any one or more of the steps specified hereinabove to the same extent and with the same effect as if taken by the Trustee at the direction of the holders of the Bonds.

Section 14. The Trustee and the Issuer. The Trustee is entering into this Regulatory Agreement in its capacity as the Trustee under the terms of the Bonds and the Indenture and the protections afforded the Trustee therein shall apply to its duties and obligations under this Regulatory Agreement. In determining whether any default or lack of compliance by the Borrower exists under this Regulatory Agreement, the Trustee shall not be required to conduct any investigation into or review of the operations or records of the Borrower, and absent actual knowledge of any default or noncompliance, may assume compliance by the Borrower unless otherwise specifically set forth herein. The Issuer may, at all times, assume the Borrower's compliance with this Regulatory Agreement unless otherwise notified in writing by the Trustee (but the Trustee shall not have any obligation to so notify the Issuer), or unless the Issuer has actual knowledge of noncompliance. The Trustee can conclusively rely on the accuracy of any certificates, instruments, opinions, or reports delivered to them by the Borrower. Following the payment in full and the discharge of the Bonds and the termination of the Indenture and the Loan Agreement: (i) all obligations, rights, and duties of the Trustee under this Regulatory Agreement will terminate and be of no further force and effect; (ii) all actions required by the Trustee will instead be undertaken by the Issuer; (iii) all notices to be delivered to the Trustee will instead be delivered to the Issuer and all notices to be delivered by the Trustee will instead be delivered by the Issuer; and (iv) the Trustee shall no longer be a party to this Regulatory Agreement and shall be considered released from all obligations hereunder.

Section 15. Amendment. The provisions hereof shall not be amended or revised prior to the stated term hereof except by an instrument in writing duly executed by the Issuer and the Borrower, and consented to by the Trustee as may be required by the Indenture or the Loan Agreement, and duly recorded. The Issuer's and the Trustee's consent to any such amendment or revision (whether or not the Bonds shall then be outstanding) shall be given only upon receipt of an opinion of Bond Counsel addressed to the Issuer and the Trustee that such amendment or revision will not adversely affect the exemption from federal income taxation of interest on the Bonds. Neither of the Issuer or the Trustee shall have a duty to prepare any such consent, amendment, or revision.

Section 16. Right of Access to the Project and Records. The Borrower agrees that during the term of this Regulatory Agreement, the Issuer the Trustee, and their duly authorized agents shall have the right (but not a duty) at all reasonable times, and upon reasonable notice of at least 24 hours, to enter upon the site of the Project during normal business hours to examine and inspect the Project and to have access to the books and records of the Borrower with respect to the Project, a copy of which shall be maintained at the site of the Project..

Section 17. No Conflict with Other Documents. The Borrower warrants that it has not executed and will not execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof.

Section 18. Severability. The invalidity of any section, clause, part, or provision of this Regulatory Agreement shall not affect the validity of the remaining portions thereof.

Section 19. Notices. All notices to be given pursuant to this Regulatory Agreement shall be in writing and shall be deemed given when sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods or when mailed by certified or registered mail, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate in writing:

To the Issuer:	City of Brooklyn Park, Minnesota 5200 85th Ave. N. Brooklyn Park, MN 55443 Attention: City Manager
To the Trustee:	U.S. Bank Trust Company, National Association 111 E Fillmore Avenue EP-MN-WS3C St. Paul, Minnesota 55107-2292 Attention: Martha Earley
To the Borrower:	Brooklyn Park AH II, LLLP c/o Real Estate Equities 579 Selby Avenue Saint Paul, MN 55102 Attn: Patrick Ostrom
With a copy to:	Winthrop & Weinstine, P.A. 225 South Sixth Street, Suite 3500 Minneapolis, Minnesota 55402-4629 Attention: Jeffrey Drennan, Esq.
To the Investor Limited Partner:	Stratford Brooklyn Park II Investors Limited Partnership c/o Stratford Capital Group LLC 100 Corporate Place, Suite 404 Peabody, MA 01960 Attn: Asset Management – Brooklyn Park with a copy to: DLA Piper LLP (US) 444 West Lake Street, Suite 900 Chicago, Illinois 60606 Attn: Gregory R. A. Dahlgren, Esq.
To the Special Limited Partner:	Stratford SLP, Inc. c/o Stratford Capital Group LLC 100 Corporate Place, Suite 404 Peabody, MA 01960 Attn: Asset Management – Brooklyn Park with a copy to: DLA Piper LLP (US) 444 West Lake Street, Suite 900 Chicago, Illinois 60606 Gregory R. A. Dahlgren, Esq.

Section 20. Governing Law. This Regulatory Agreement shall be governed by and construed in accordance with the laws and judicial decisions of the State, except as such laws may be preempted by any federal rules, regulations, and laws.

Section 21. Payment of Fees. Notwithstanding payment of the Loan, the termination of the Loan Agreement or the Indenture, and the defeasance or discharge of the Bonds, throughout the term of the Qualified Project Period, the Borrower shall continue to pay:

(a) to the Issuer, reimbursement for all reasonable fees and expenses, including, but not limited to, financial advisory and legal fees and expenses necessary for the Issuer's reviewing and, if necessary, enforcing compliance by the Borrower with the terms of this Regulatory Agreement; and

(b) the fees and expenses of any entity or person designated by the Issuer to perform the review of the Borrower's compliance with this Regulatory Agreement; provided that such fees and expenses are not duplicative of any fees and expenses paid under (a) above.

Section 22. Limited Liability. All obligations of the Issuer hereunder shall be special, limited obligations of the Issuer, payable solely and only from proceeds of the Bonds and amounts derived by the Issuer from the Loan and the Loan Agreement.

Section 23. Actions of Issuer. The Issuer shall be entitled to rely conclusively on an opinion of counsel in the exercise or non-exercise of any of the rights or powers vested in the Issuer by virtue of this Regulatory Agreement or any other agreement or instrument executed in connection with the issuance of the Bonds; it being the intent of the parties hereto that the Issuer, and any and all present and future trustees, members, commissioners, officers, employees, attorneys, and agents of the Issuer shall not incur any financial or pecuniary liability for the exercise or non-exercise of any rights or powers vested in the Issuer by this Regulatory Agreement or any other instrument or agreement executed in connection with the issuance of the Bonds; or for the performance or nonperformance of any obligation under, or the failure to assert any right, power, or privilege under this Regulatory Agreement, the Bonds, the Loan Agreement, the Indenture or any other instrument or agreement executed in connection with the issuance of the Bonds. If the Issuer's consent or approval is required under this Regulatory Agreement, or any other agreement or instrument executed in connection with the issuance of the Bonds, the Issuer shall be entitled to rely conclusively on an opinion of counsel and shall not be responsible for any loss or damage resulting from any action or inaction in reliance upon such opinion. If the Issuer incurs any expense, or suffers any losses, claims, or damages, or incurs any liabilities in connection with this Regulatory Agreement, the Issuer shall be indemnified by the Borrower pursuant to Section 7 hereof and in accordance with the Loan Agreement and any exercise or non-exercise of any rights of the Trustee under this Regulatory Agreement shall not create any liability of the Trustee to the Issuer.

Section 24. Counterparts. This Regulatory Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Regulatory Agreement, and, in making proof of this Regulatory Agreement, it shall not be necessary to produce or account for more than one such counterpart.

Section 25. Recording and Filing. The Borrower shall cause this Regulatory Agreement and all amendments and supplements hereto and thereto to be recorded and filed in the real property records of the County, the State, and in such other places as the Issuer may reasonably request. The Borrower shall pay all fees and charges incurred in connection with any such recording.

Section 26. Additional Approvals. Subsequent to the issuance of the Bonds, the officers of the Issuer are hereby authorized and directed to execute and provide all certified copies, certificates, affidavits, disclosures, representations, and reporting forms as may be required with respect to the continuing obligations of the parties hereunder.

Section 27. Execution in Counterparts; Electronic Signatures. This Regulatory Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. To the fullest extent permitted by applicable law and except for the certificate of authentication on the Bonds (which must be manually signed by an authorized representative of the Trustee) and instruments of transfer of the Bonds, facsimile or electronically transmitted signatures shall constitute original signatures for all purposes under this Regulatory Agreement.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties have caused this Regulatory Agreement to be signed by their respective duly authorized representatives as of the day and year first written above.

CITY OF BROOKLYN PARK, MINNESOTA

By _____
Hollies J. Winston, Mayor

By _____
Jay Stroebel, City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Hollies J. Winston, the Mayor of the City of Brooklyn Park, Minnesota, on behalf of the City.

_____
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Jay Stroebel, the City Manager of the City of Brooklyn Park, Minnesota, on behalf of the City.

_____
Notary Public

BROOKLYN PARK AH II, LLLP, a Minnesota limited liability limited partnership

By: Brooklyn Park AH II, LLC, a Minnesota limited liability company
Its: General Partner

By: _____
Name: Patrick Ostrom
Title: Vice President

STATE OF MINNESOTA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Patrick Ostrom, the Vice President of Brooklyn Park AH II, LLC, a Minnesota limited liability company, the General Partner of Brooklyn Park AH II, LLLP, a Minnesota limited liability limited partnership, on behalf of said limited liability limited partnership.

_____
Notary Public

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

By _____
Its Vice President

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____, the Vice President of U.S. Bank Trust Company, National Association, a national banking association, on behalf of the national banking association.

_____
Notary Public

EXHIBIT A

Legal Description of the Land

Lot 2, Block 1, Gateway 7th Addition, according to the recorded plat thereof, Hennepin County, Minnesota.

Together with appurtenant easement(s) for public utility purposes contained in Document No. 10118129.

Together with appurtenant easement(s) for the construction and maintenance of a stormwater pond, contained in Document No. 10220148.

Together with appurtenant easement(s) for vehicular and pedestrian ingress and egress and maintenance purposes, and for emergency access ingress and egress and maintenance purposes, and for stormwater ponding/infiltration and connection piping and culverts and maintenance purposes, and for placing and maintaining stormwater pond connection piping or culverts, contained in Document No. 11164536.

Together with appurtenant easement(s) for pedestrian, vehicular and bicycle leisure, use, access, ingress and egress purposes, and walkway, sidewalk, fenced dog park, tot lot, and patio purposes, and for utility purposes, and for emergency access purposes, and for parking purposes, contained in Easement, Maintenance and Operating Agreement filed as Document No. 11252923.

Together with appurtenant easement(s) for public drainage and utility purposes contained in Document Nos. 10107356 and 10107357.

(Abstract Property)

EXHIBIT B

Form of Tenant Income Certification

TENANT INCOME CERTIFICATION ☐ Initial Certification ☐ Recertification ☐ Other _____	Effective Date: _____ Move-in Date: _____ (MM/DD/YY): _____

PART I. DEVELOPMENT DATA		
Property Name: Decatur Landing Address: 9450 Decatur Drive North, Brooklyn Park, Minnesota	County: Hennepin Unit Number: _____	BIN #: _____ # Bedrooms: _____

PART II. HOUSEHOLD COMPOSITION						
HH Br #	Last Name	First Name & Middle Initial	Relationship to Head of Household	Date of Birth (MM/DD/YY)	F/T Student (Y or N)	Social Security or Alien Reg. No.
1			HEAD			
2						
3						
4						
5						
6						

PART III. GROSS ANNUAL INCOME (USE ANNUAL AMOUNTS)				
HH Br #	(A) Employment or Wages	(B) Soc. Security / Pensions	(C) Public Assistance	(D) Other Income
TOTAL	$	$	$	$
Add totals from (A) through (D) above			TOTAL INCOME (E):	$

PART IV. INCOME FROM ASSETS				
HH Mbr#	(F) Type of Asset	(G) C/I	(H) Cash Value of Asset	(I) Annual Income from Asset
		TOTALS:	$	$
Enter Column (H) Total if over $5,000 $_____ x Passbook Rate 2.00 % = (J) Imputed Income				$
Enter the greater of the total column I, or J: imputed income TOTAL INCOME FROM ASSETS (K)				$
(L) Total Annual Household Income from all sources [Add (E) + (K)]				$

HOUSEHOLD CERTIFICATION & SIGNATURES

The information on this form will be used to determine maximum income eligibility. I/we have provided for each person(s) set forth in Part II acceptable verification of current anticipated annual income. I/we agree to notify the landlord immediately upon any member of the household moving out of the unit or any new member moving in. I/we agree to notify the landlord immediately upon any member becoming a full-time student.

Under penalties of perjury, I/we certify that the information presented in this Certification is true and accurate to the best of my/our knowledge and belief. The undersigned further understands that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in the termination of the lease agreement.

_____ _____ _____ _____

Signature (Date) Signature (Date)

_____ _____ _____ _____

Signature (Date) Signature (Date)

PART V. DETERMINATION OF INCOME ELIGIBILITY

TOTAL ANNUAL HOUSEHOLD INCOME FROM ALL SOURCES From Item (L) on page 1 $

Household Meets Income Restriction at:

☐ 60% ☐ 50%

☐ 40% ☐ 30%

☐ ___%

RECERTIFICATION ONLY:

Current Income Limit x 140%

$ _____

Household income exceeds 140% at recertification:

☐ Yes ☐ No

Household Size at Move-in: _____

Current Income Limit per Family Size: $ _____

Household Income at Move-in $_____

PART VI. RENT

Tenant Paid Rent $ _____
Utility Allowance $ _____

Rent Assistance: $ _____
Other non-optional charges: $ _____

GROSS RENT FOR UNIT:
Tenant paid rent plus Utility Allowance and other non-optional charges

$

Unit Meets Rent Restriction at:

☐ 60% ☐ 50% ☐ 40% ☐ 30% ☐ ___%

Maximum Rent Limit for this unit: $ _____

PART VII. STUDENT STATUS

ARE ALL OCCUPANTS FULL-TIME STUDENTS?

☐ yes ☐ no

If yes, enter student explanation** (also attach documentation)

Enter 1-4

Student explanation:
1. TANF assistance
2. Job training program
3. Single parent/dependent child
4. Married/joint return*

***Exception for married/joint return is the only exception available for units necessary to qualify tax-exempt bonds.**

PART VIII. PROGRAM TYPE

Mark the program(s) listed below (a. through e.) for which this household's unit will be counted toward the property's occupancy requirements. Under each program marked, indicate the household's income status as established by this certification/recertification

a. Tax Credit ☐ b. HOME ☐ c. Tax Exempt ☐ d. AHDP ☐ e. _____ ☐
(Name of Program)

See Part V above.	*Income Status*	*Income Status*	*Income Status*	*Income Status*
	☐ ≤ 50% AMGI	☐ 50% AMGI	☐ ≤ 50% AMGI	☐ _____
	☐ ≤ 60% AMGI	☐ 60% AMGI	☐ ≤ 80% AMGI	☐ _____
	☐ ≤ 80% AMGI	☐ 80% AMGI	☐ ≤ 0I **	☐ ≤ 0I **
	☐ ≤ 0I **	☐ 0I **		

** Upon recertification, household was determined over income (OI) according to eligibility requirements of the program(s) marked above.

SIGNATURE OF OWNER / REPRESENTATIVE

Based on the representations herein and upon the proofs and documentation required to be submitted, the individual(s) named in Part II of this Tenant Income Certification is/are eligible under the provisions of Section 42 of the Internal Revenue Code, as amended, and the Regulatory Agreement (if applicable), to live in a unit in this Project.

_____ _____
SIGNATURE OF OWNER / REPRESENTATIVE DATE

INSTRUCTIONS FOR COMPLETING
TENANT INCOME CERTIFICATION

This form is to be completed by the owner or an authorized representative.

Part I – Development Data

Check the appropriate box for Initial Certification (move-in), Recertification (annual recertification), or Other. If Other, designate the purpose of the recertification (i.e., a unit transfer, a change in household composition, or other state-required recertification).

Move-in Date	Enter the date the tenant has or will take occupancy of the unit.
Effective Date	Enter the effective date of the certification. For move-in, this should be the move-in date. For annual recertification, this effective date should be no later than one year from the effective date of the previous (re)certification.
Property Name	Enter the name of the development.
County	Enter the county (or equivalent) in which the building is located.
BIN #	Enter the Building Identification Number (BIN) assigned to the building (from IRS Form 8609).
Address	Enter the unit number.
Unit Number	Enter the unit number.
# Bedrooms	Enter the number of bedrooms in the unit.

Part II – Household Composition

List all occupants of the unit. State each household member's relationship to the head of the household by using one of the following coded definitions:

H	Head of household	S	Spouse
A	Adult co-tenant	O	Other family member
C	Child	F	Foster child
L	Live-in caretaker	N	None of the above

Enter the date of birth, student status, and Social Security number or alien registration number for each occupant.

If there are more than seven occupants, use an additional sheet of paper to list the remaining household members and attach it to the certification.

Part III – Annual Income

See HUD Handbook 4350.3 for complete instructions on verifying and calculating income, including acceptable forms of verification.

From the third party verification forms obtained from each income source, enter the gross amount anticipated to be received for the 12 months from the effective date of the (re)certification. Complete a separate line for each income-earning member. List the respective household member number from Part II.

Column (A) Enter the annual amount of wages, salaries, tips, commissions, bonuses, and other income from employment; distributed profits and/or net income from a business.

Column (B) Enter the annual amount of Social Security, Supplemental Security Income, pensions, military retirement, etc.

Column (C) Enter the annual amount of income received from public assistance (i.e., TANF, general assistance, disability, etc.)

Column (D) Enter the annual amount of alimony, child support, unemployment benefits, or any other income regularly received by the household.

Row (E) Add the totals from columns (A) through (D) above. Enter this amount.

Part IV – Income from Assets

See HUD Handbook 4350.3 for complete instructions on verifying and calculating income from assets, including acceptable forms of verification.

From the third party verification forms obtained from each asset source, list the gross amount anticipated to be received during the 12 months from the effective date of the certification. List the respective household member number from Part II and complete a separate line for each member.

Column (F) List the type of asset (i.e., checking account, savings account, etc.)

Column (G) Enter C (for current, if the family currently owns or holds the asset), or I (for imputed, if the family has disposed of the asset for less than fair market value within two years of the effective date of (re)certification).

Column (H) Enter the cash value of the respective asset.

Column (I) Enter the anticipated annual income from the asset (i.e., savings account balance multiplied by the annual interest rate).

TOTALS Add the total of Column (H) and Column (I), respectively.

If the total in Column (H) is greater than $5,000, you must do an imputed calculation of asset income. Enter the Total Cash Value, multiply by 2% and enter the amount in (J), Imputed Income.

Row (K) Enter the Greater of the total in Column (I) or (J)

Row (L) Total Annual Household Income from All Sources Add (E) and (K) and enter the total

HOUSEHOLD CERTIFICATION AND SIGNATURES

After all verifications of income and/or assets have been received and calculated, each household member age 18 or older must sign and date the Tenant Income Certification. For move-in, it is recommended that the Tenant Income Certification be signed no earlier than five days prior to the effective date of the certification.

Part V – Determination of Income Eligibility

Total Annual Household Income from all sources	Enter the number from item (L).
Current Income Limit per Family Size	Enter the Current Move-in Income Limit for the household size.
Household income at move-in Household size at move-in	For recertifications only. Enter the household income from the move-in certification. On the adjacent line, enter the number of household members from the move-in certification.
Household Meets Income Restriction	Check the appropriate box for the income restriction that the household meets according to what is required by the set-aside(s) for the project.
Current Income Limit x 140%	For recertification only. Multiply the Current Maximum Move-in Income Limit by 140% and enter the total. Below, indicate whether the household income exceeds that total. If the Gross Annual Income at recertification is greater than 140% of the current income limit, then the available unit rule must be followed.

Part VI – Rent

Tenant Paid Rent	Enter the amount the tenant pays toward rent (not including rent assistance payments such as Section 8).
Rent Assistance	Enter the amount of rent assistance, if any.
Utility Allowance	Enter the utility allowance. If the owner pays all utilities, enter zero.
Other non-optional charges	Enter the amount of non-optional charges, such as mandatory garage rent, storage lockers, charges for services provided by the development, etc.
Gross Rent for Unit	Enter the total of Tenant Paid Rent plus Utility Allowance and other non-optional charges.
Maximum Rent Limit for this unit	Enter the maximum allowable gross rent for the unit.
Unit Meets Rent Restriction at __%	Check the appropriate rent restriction that the unit meets according to what is required by the set-aside(s) for the project.

Part VII – Student Status

If all household members are full-time* students, check "yes." If at least one household member is not a full-time student, check "no."

If "yes" is checked, the appropriate exemption must be listed in the box to the right. If none of the exemptions apply, the household is ineligible to rent the unit.

** Full time is determined by the school the student attends.*

Part VIII – Program Type

Mark the program(s) for which this unit will be counted toward the property's occupancy requirements. Under each program marked, indicate the household's income status as established by this certification/recertification. If the property does not participate in the HOME, Tax-Exempt Bond, Affordable Housing Disposition, or other housing program, leave those sections blank.

Tax Credit	See Part V above.
HOME	If the property participates in the HOME program and the unit this household will occupy will count towards the HOME program set-asides, mark the appropriate box indicating the household's designation.
Tax Exempt	If the property participates in the Tax Exempt Bond program, mark the appropriate box indicating the household's designation.
AHDP	If the property participates in the Affordable Housing Disposition Program (AHDP), and this household's unit will count towards the set-aside requirements, mark the appropriate box indicating the household's designation.
Other	If the property participates in any other affordable housing program, complete the information as appropriate.

SIGNATURE OF OWNER / REPRESENTATIVE

It is the responsibility of the owner or the owner's representative to sign and date this document immediately following execution by the resident(s).

The responsibility of documenting and determining eligibility (including completing and signing the Tenant Income Certification form) and ensuring such documentation is kept in the tenant file is extremely important and should be conducted by someone well-trained in tax credit compliance.

These instructions should not be considered a complete guide on tax credit compliance. The responsibility for compliance with federal program regulations lies with the owner of the building(s) for which the credit is allowable.

EXHIBIT C

Certificate of Continuing Program Compliance

_____, 20__

TO: City of Brooklyn Park, Minnesota
5200 85th Ave. N.
Brooklyn Park, MN 55443
Attention: City Manager

and (prior to the discharge of the Bonds (hereinafter defined)

U.S. Bank Trust Company, National Association
111 E Fillmore Avenue
EP-MN-WS3C
St. Paul, Minnesota 55107-2292
Attention: Corporate Trust Administrator

Re: Multifamily Housing Revenue Bonds (Decatur Landing II Apartments Project), Series 2024 (the Bonds")

The undersigned, an authorized representative for Brooklyn Park AH II, LLLP, a Minnesota limited liability limited partnership (the "Owner"), hereby certifies, represents, and warrants that:

1. The Owner owns the multifamily housing development located at or about 9450 Decatur Drive North in the City of Brooklyn Park, Minnesota, commonly known as Decatur Landing Apartments (the "Project").

2. The undersigned and the Owner have read and are thoroughly familiar with the provisions of (1) the Regulatory Agreement, dated as of June 1, 2024 (the "Regulatory Agreement"), between the Owner, the City of Brooklyn Park, Minnesota (the "Issuer"), and U.S. Bank Trust Company, National Association (the "Trustee"); and (2) the Loan Agreement, dated as of June 1, 2024 (the "Loan Agreement"), between the Owner and the Issuer. The Regulatory Agreement was executed, delivered, and recorded against the Project in connection with the issuance of the Bonds.

3. A review of the activities of the Owner and of the Owner's performance under the Regulatory Agreement and the Loan Agreement during the year ending 20__ has been made under the supervision of the undersigned.

4. The Project's Qualified Project Period commenced on _____, 20__ (the date on which 10% of the residential units in the Project were occupied), and will end on the latest of:

(i) _____, 20__ (the date which is 30 years after the date on which 50% of the residential units in the Project were occupied);

(ii) the first day on which no tax-exempt private activity bond issued with respect to the Project is outstanding, or

(iii) the date on which any assistance provided with respect to the Project under Section 8 of the United States Housing Act of 1937 terminates.

5. As of the date of this Certificate, the following percentages of completed residential units in the Project are (i) occupied by Low Income Tenants or (ii) currently vacant and being held available for occupancy by Low Income Tenants and have been so held continuously since the date a Low Income Tenant vacated such unit, as indicated:

Occupied by Low Income Tenants	_____ % Units	Nos.____
Continuously held vacant for occupancy by Low Income Tenants since last occupied by Low Income Tenants	_____ % Units	Nos.____

6. At no time since the date of filing of the last Certificate of Continuing Program Compliance (or since the issuance of the Bonds, if this is the first such certificate) has less than _____ units representing 40% of the completed units in the Project been occupied by or were last occupied by Low Income Tenants.

7. As of the date of this Certificate, at least 40% of the units in the Project are (i) occupied by persons or families with Adjusted Income which does not exceed 60% of the Median Income for the Area adjusted for household size; or (ii) held vacant for occupancy for persons or families with Adjusted Income which does not exceed 60% of the Median Income for the Area adjusted for household size. Project Units occupied or held vacant for persons or families with Adjusted Income which does not exceed 60% of the Median Income for the Area adjusted for household size include Unit numbers _____.

8. At all times since the date of filing of the last Certificate of Continuing Program Compliance, the rent on at least 20% of the units in the Project has not exceeded the area fair market rents or exception fair market rents, as applicable, for existing housing as established from time to time by the United States Department of Housing and Urban Development.

9. To the knowledge of the undersigned, after due inquiry, all units were rented or available for rental on a continuous basis during the immediately preceding year to members of the general public, and the Owner is not now and has not been in default under the terms of the Regulatory Agreement and the Loan Agreement and, to the knowledge of the undersigned, no Determination of Taxability has occurred with respect to the Bonds.

10. [**CHOOSE ONE**: None/One or more] of the Tenants in the Project are currently receiving assistance under Section 8 of the United States Housing Act of 1937.

11. Unless otherwise expressly provided herein or unless the context requires otherwise, the capitalized terms used but not defined herein shall have the meaning assigned to such terms in the Regulatory Agreement.

12. The Owner has not transferred any interest in the Project since the date of submission of the Certificate of Continuing Program Compliance last submitted to the Trustee and the Issuer with respect to the Project. **(If the Owner has transferred any interest in the Project, such transfer should be detailed here.)**

_____

_____

_____

_____

Dated: _____, 20___.

BROOKLYN PARK AH II, LLLP, a Minnesota limited liability limited partnership

By: Brooklyn Park AH II, LLC, a Minnesota limited liability company
Its: General Partner

By: _____
Name: _____
Title: _____

Third Draft
Friday, May 3, 2024

JOINT POWERS AGREEMENT
DECATUR LANDING APARTMENTS PHASE II PROJECT

THIS JOINT POWERS AGREEMENT (this "Agreement") is dated as of June 1, 2024, and entered into between the City of Brooklyn Park, Minnesota ("Brooklyn Park"), a home rule charter city, municipal corporation, and political subdivision duly organized and existing under its Charter and the Constitution and laws of the State of Minnesota (the "State"), and the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, a body corporate and politic and political subdivision of the State of Minnesota (the "Saint Paul HRA"). Brooklyn Park and the Saint Paul HRA are collectively, the "Parties," or individually, each is a "Party." Brooklyn Park AH II, LLLP, a Minnesota limited liability limited partnership (the "Borrower"), is signing this Agreement to acknowledge and accept its obligations hereunder.

RECITALS

WHEREAS, Minnesota Statutes, Section 471.59 *et seq.* (the "Joint Powers Act") provides that two or more governmental units, by agreement entered into through action of their governing bodies, may jointly or cooperatively exercise any power common to the contracting parties, and may provide for the exercise of such power by one of the participating governmental units.

WHEREAS, in connection with revenue bonds issued under Minnesota Statutes, Chapter 462C, as amended (the "Act"), Section 462C.14, Subd. 3 provides for joint action between cities, as defined in section 462C.02, subdivision 6 (which includes any statutory or home rule charter city and any public body which is the housing and redevelopment authority in and for a statutory or home rule charter city), pursuant to the Joint Powers Act.

WHEREAS, the Borrower has proposed that Brooklyn Park: (i) issue one or more series of its multifamily housing revenue bonds or other obligations pursuant to the Act in an aggregate principal amount not to exceed $50,000,000 (the "Bonds"), using in part, tax-exempt private activity bond volume cap ("Volume Cap") of the State pursuant to Section 146(i)(6) of the Internal Revenue Code of 1986, as amended (the "Code"), from the Multifamily Housing Revenue Bonds (Dale Street Project), Series 2023, previously issued by the Saint Paul HRA on January 18, 2023 in the original aggregate principal amount of $13,095,000 (the "Original Bonds"), and loan the proceeds of the Bonds to the Borrower to finance the acquisition, construction, and equipping of an approximately 175-unit multifamily rental housing development and facilities functionally related and subordinate thereto, to be located at or about 9450 Decatur Drive North in the City of Brooklyn Park, Minnesota (the "Project"), and (ii) incur a taxable draw-down loan from Bridgewater Bank, a Minnesota banking corporation (the "Lender"), in the principal amount of $[Loan Amount] (the "Interim Loan"), pursuant to an Interim Loan Agreement between Brooklyn Park, the Lender, and the Borrower (the "Interim Loan Agreement"), as evidenced by a note from Brooklyn Park to the Lender (the "Note"), in the interim period between the redemption of the Original Bonds and the issuance of the Bonds by Brooklyn Park, for the preservation and recycling of Volume Cap.

WHEREAS, under Section 146 of the Code, any portion of the Bonds issued on a tax-exempt basis (the "Tax-Exempt Obligations") must receive an allocation of Volume Cap of the State or, under certain conditions, may utilize recycled Volume Cap pursuant to Section 146(i)(6) of the Code. The Code permits the recycling of Volume Cap for affordable housing projects and treats the recycling as a refunding for tax purposes if: (i) the "refunding" occurs within 4 years after the original bonds were issued, (ii) the

"refunding" bonds are issued within 6 months after the principal payment of the original bonds, and (iii) the "refunding" bonds mature within 34 years of the original issue date. Brooklyn Park received Certificate of Allocation No. 469, dated January 9, 2024, from the Minnesota Department of Management and Budget allocating Volume Cap of the State to Brooklyn Park for the Project in the amount of $30,000,000. The Borrower has represented to the Saint Paul HRA and Brooklyn Park that the portion of the Tax-Exempt Obligations exceeding $30,000,000 (the "Recycled Portion") will meet the requirements of Section 146(i)(6) of the Code with respect to the recycling of Volume Cap from the Original Bonds.

WHEREAS, the Saint Paul HRA loaned the proceeds of the Original Bonds (the "Original Loan") to Dale Street Limited Partnership, a Minnesota limited partnership (the "Original Borrower"), and at least 95% of the proceeds thereof were used to provide a qualified residential rental project as that term is defined in Section 142(d) of the Code, as evidenced on the Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues filed for the Original Bonds.

WHEREAS, to facilitate the preservation and recycling of Volume Cap from the Original Bonds, the Original Borrower will, pursuant to an agreement between the Borrower and the Original Borrower and with the consent of the Saint Paul HRA provided herein, redirect $[Loan Amount] of Original Borrower funds intended for repayment of the Original Loan (the "Original Loan Repayment") to the Lender as cash collateral to secure the Interim Loan and in exchange for the deposit of an equal amount of Note proceeds with U.S. Bank Trust Company, National Association (the "Original Bond Trustee"), for the redemption of the Original Bonds.

WHEREAS, the Lender will deposit the Original Loan Repayment received from the Original Borrower in a segregated account in the name of Brooklyn Park (the "Collateral Fund") as cash collateral to secure the Interim Loan pursuant to the Interim Loan Agreement.

WHEREAS, the Original Bonds are subject to mandatory tender for purchase on June 1, 2024 and will be tendered for purchase and redeemed on June 1, 2024 or on the next succeeding business day (the "Redemption Date") in accordance with the terms of that certain Indenture of Trust, dated as of January 1, 2023 (the "Original Bond Indenture"), by and between the Saint Paul HRA and the Original Bond Trustee. On the Redemption Date, Brooklyn Park will draw $[Loan Amount] of principal on the Interim Loan to redeem the outstanding principal amount of the Original Bonds, as authorized under this Agreement, and the Original Bond Trustee will apply such amount to the redemption of the Original Bonds in accordance with the Original Bond Indenture. After redemption of the Original Bonds, the Volume Cap therefrom will be reused by Brooklyn Park to issue the Recycled Portion of the Tax-Exempt Obligations. Upon the issuance of the Bonds by Brooklyn Park, the Recycled Portion will be used to repay the Interim Loan, and the Original Loan Repayment on deposit in the Collateral Fund will be transferred to the project fund for the Bonds and thereby used by Issuer to provide a new loan to the Borrower in the aggregate principal amount of $[Loan Amount] for the Project pursuant to one or more loan agreements between Brooklyn Park and the Borrower to be executed in connection with the Bonds.

WHEREAS, in order to better leverage public funding by recycling bonding authority as permitted by Section 146(i)(6) of the Code, the Borrower has proposed that the Parties enter into this Agreement pursuant to the Joint Powers Act and the Act to provide the Saint Paul HRA's (i) consent for the Original Borrower to redirect the Original Loan Repayment to the Lender in exchange for the deposit of an equal amount of Note proceeds with the Original Bond Trustee for the redemption of the Original Bonds, (ii) authorization for the tender and redemption of the outstanding principal amount of the Original Bonds from the proceeds of the Interim Loan, and (iii) authorization for the issuance of the Recycled Portion of the Bonds by Brooklyn Park using the recycled Volume Cap from the Original Bonds for the purpose of financing a portion of the costs of the Project, and thereby provide a new loan for a project described in Section 142(d) of the Code.

WHEREAS, Section 146(i)(6) of the Code requires approval of the Bonds in accordance with Section 147(f) Code before the issuance thereof, and under Section 147(f) an applicable elected representative of each governmental unit in which facilities to be financed and refinanced by the Bonds are located must approve the issuance of the Bonds following a public hearing. Brooklyn Park has previously approved, following a public hearing, (i) the proposal to undertake a housing program to finance the Project pursuant to the Act through the issuance of the Bonds, (ii) the issuance of the Bonds by as required under the Code, using in part, recycled Volume Cap from the Original Bonds pursuant to Section 146(i)(6) of the Code, and (iii) the incurrence of the Interim Loan to refund an equal amount of the Original Bonds and preserve the Volume Cap from the Original Bonds for the Recycled Portion. The Saint Paul HRA has previously approved, following a public hearing, (i) the issuance of the Recycled Portion of the Bonds by Brooklyn Park as required under the Code, using Volume Cap from the Original Bonds, and (ii) the execution of this Agreement.

NOW THEREFORE, Brooklyn Park and the Saint Paul HRA each in consideration of the representations, covenants and agreements of the other as set forth herein, mutually represent, covenant and agree as follows:

1. The Saint Paul HRA consents to the Original Borrower redirecting the Original Loan Repayment to the Lender for deposit in the Collateral Fund.

2. The Saint Paul HRA authorizes the tender and redemption of the outstanding principal amount of the Original Bonds from the proceeds of the Interim Loan.

3. Brooklyn Park intends to reuse [a portion of] the Volume Cap from the Original Bonds ("Recycled Volume Cap") in the amount of $[Loan Amount] for the purpose of financing a portion of the costs of the Project, and thereby provide a new loan for a project described in Section 142(d) of the Code, and the Saint Paul HRA authorizes such reuse of Recycled Volume Cap. Notwithstanding the above, the Saint Paul HRA makes no opinion as to the authorization of Brooklyn Park to reuse the Recycled Volume Cap.

4. The Borrower shall pay the Saint Paul HRA an administrative fee equal to 0.25% of the Bonds issued by Coon Rapids using Recycled Bonding Authority upon the issuance thereof.

5. Brooklyn Park shall exercise the powers of the Joint Powers Act and the Act by adopting, approving, and executing such resolutions, documents, and agreements as shall be necessary or convenient to authorize, issue, and sell the Bonds and such other resolutions, documents, and agreements as shall be necessary or required in connection with the issuance of the Bonds and giving effect to or carrying out the provisions of this Agreement and documents under which the Bonds are issued and/or secured.

6. The Bonds shall be special, limited obligations of Brooklyn Park, payable solely from proceeds, revenues, and other amounts pledged thereto and more fully described one or more loan agreements between Brooklyn Park and the Borrower to be executed in connection with the Bonds (the "Loan Agreement"). In no event shall the Bonds ever be payable from or charged upon the general credit, taxing powers, or any funds of any of the Parties; the Parties are not subject to any liability thereon; no owners of the Bonds shall ever have the right to compel the exercise of the taxing power of either of the Parties to pay any of the Bonds or the interest thereon, nor to enforce payment thereof against any property of either of the Parties; the Bonds shall not constitute a charge, lien, or encumbrance, legal or equitable, upon any property of any of the Parties; and the Bonds do not constitute an indebtedness of either of the Parties within the meaning of any constitutional, statutory, or charter limitation.

7. The Borrower has agreed to indemnify the Parties as set forth in Section 7.4 of the Loan Agreement. Nothing herein is intended or shall result in a waiver of the defenses or immunities, or monetary limits on damages that each Party is entitled to by law. In accordance with Minnesota Statutes 471.59, for purposes of determining total liability for damages, the Parties shall be considered a single governmental unit and the total liability for the Parties shall not exceed the limits on governmental liability for a single governmental unit as specified in section Minnesota Statutes Section 466.04, subdivision 1.

8. Pursuant to the Loan Agreement, Brooklyn Park will require that, as a condition to issuing the Bonds, the Borrower shall have paid all fees of the Parties and all costs incurred by the Parties in the authorization, execution, delivery, and performance of this Joint Powers Agreement and all related transactions, including attorneys fees.

9. This Agreement shall terminate upon the retirement or defeasance of the last of the outstanding Bonds, and this Agreement may not be terminated in advance of such retirement or defeasance.

10. This Agreement may be executed in counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

11. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. For purposes hereof: (a) "electronic signature" means a manually signed original signature that is then transmitted by electronic means; and (b) "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.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on its behalf by its duly authorized officers, all as of the day and year first above written.

CITY OF BROOKLYN PARK, MINNESOTA

By _____
Its Mayor

By _____
Its City Manager

[Signature page to Joint Powers Agreement – Decatur Landing Apartments Phase II Project]

HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF SAINT PAUL, MINNESOTA

By _____
Chair or Commissioner

By _____
Executive Director

By _____
Director, Office of Financial Services of the City

Approved as to form:

By_____
Assistant City Attorney

[Signature page to Joint Powers Agreement – Decatur Landing Apartments Phase II Project]

The Borrower acknowledges and accepts its obligations pursuant to the foregoing Joint Powers Agreement.

BROOKLYN PARK AH II, LLLP, a Minnesota limited liability limited partnership

By: Brooklyn Park AH II, LLC, a Minnesota limited liability company
Its: General Partner

By:_____
Name: Patrick Ostrom
Its: Vice President

[Signature page to Joint Powers Agreement – Decatur Landing Apartments Phase II Project]

City of Brooklyn Park
Request for Council Action

Agenda Item:	7.1	**Meeting Date:**	May 13, 2024
Agenda Section:	General Action Items	**Originating Department:**	Administration
Resolution:	N/A	**Prepared By:**	Zach Kramka, Asst to the City Manager
Ordinance:	SECOND READING		
Attachments:	1	**Presented By:**	Zach Kramka
Item:	Second Reading of the Prevailing Wage Ordinance		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT ON SECOND READING ORDINANCE #2024____ ADDING CHAPTER 43 TO THE BROOKLYN PARK CITY CODE, TITLE III: ADMINISTRATION, PERTAINING TO PREVAILING WAGE.

MOTION _____, SECOND _____, TO APPROVE THE SUMMARY OF ORDINANCE #2024-_____ DETERMINING THAT IT CLEARLY INFORMS THE PUBLIC OF THE INTENT AND EFFECT OF THE ORDINANCE.

Overview:

During its June 5, 2023, work session, the City Council heard from several representatives from local organized labor organizations who underscored the importance of labor protections as a deterrent to wage theft and exploitation of workers. In response to the presentation, Council directed staff to develop a draft prevailing wage ordinance for consideration.

On September 5, 2023, staff had a discussion with the City Council regarding a proposed prevailing wage ordinance. After receiving feedback, it was decided to move the ordinance forward to a first reading. On October 23, 2023, the proposed ordinance was passed unanimously on a first reading.

The federal government, State of Minnesota, and several local governments across the region have instituted prevailing wage requirements. Prevailing wage levels are defined at the county level by job class. Prevailing wage regulations establish a price floor for wages in addition to fringe benefits that must be paid by contractors and sub-contractors to their employees who are performing work on behalf of the government entity funding the work.

The proposed ordinance would require prevailing wage on capital projects financed, in whole or in part, by City and Economic Development Authority (EDA) funds of $50,000 or greater.

This ordinance would institute both criminal and civil penalties on covered persons found to be in violation. Any covered persons in violation of the ordinance could be criminally charged with a misdemeanor offense. Civil penalties for violating this ordinance include an order for restitution to be paid, contract payment withholding to satisfy back wages, contract payment delay, withholding a fee equal to five percent of the entire contract price to the City or the EDA as liquidated damages, or the termination of the contract with the violating party.

Recommended changes being proposed to the ordinance between the first and second reading are identified below:

- Align the City and EDA spending threshold for triggering prevailing wage to $50,000.

- Exempt projects utilizing conduit revenue bonds from prevailing wage requirements.
- Exempt projects that received final approval by May 31, 2024 from prevailing wage requirements.
- Include protections for workers from retaliation for filing a complaint.
- Enable the payment of restitution to workers.
- Include additional language regarding how to manage projects with mixed funding sources (federal government, state government, City or EDA funds, private financing, etc.).

Primary Issues/Alternatives to Consider:

1. Approve the ordinance as presented.
2. Approve the ordinance with modifications.
3. Deny the ordinance keeping the existing regulations in place.

Budgetary/Fiscal Issues:

In between the first and second reading of this proposed ordinance, staff have had the chance to further evaluate potential implementation costs. While market forces may assist in keeping costs down in some cases, the development community and colleagues in other municipalities have suggested project costs could increase as much as ten to twenty percent due to increased labor expenses associated with prevailing wage. There are also expenses and staffing requirements associated with maintaining certified payroll for compliance/reporting that may not be possible for small companies. This cost dynamic may impact future subsidy requests from developers. In addition, future projections in the City's Capital Improvement Plan document may be adjusted, and changes in scope for future capital projects may be required.

As with any ordinance, City staff must be fully equipped to implement associated regulations, and as a result, there will be costs to support the implementation of this ordinance. Staff are in the process of finalizing interim and long-term solutions to assist with both the planning of prevailing wage projects as well as any connected investigative or enforcement activities. These solutions will likely come in the form of contractual agreements with outside parties that can provide the necessary expertise to ensure staff, contractors, and workers are all aligned in their understanding of expectations.

Attachments:

7.1A ORDINANCE

ORDINANCE 2024-

AN ORDINANCE ADDING CHAPTER 43 TO THE BROOKLYN PARK CITY CODE, TITLE III: ADMINISTRATION, PERTAINING TO PREVAILING WAGE

~~Text with strikeout is proposed for deletion~~
Underlined text is proposed for insertion

The City of Brooklyn Park does ordain:

Section 1. The Brooklyn Park City Code, Title III, Administration, is amended to add Chapter 42, entitled "Prevailing Wage Required" to read:

§43.01 PURPOSE.

It is in the public interest that Projects as defined herein, be constructed, maintained and provided by the highest quality of labor that is reasonably available and that persons working on such Projects be compensated according to the real and equitable value of the work they perform and that the wages for such work are comparable to wages paid for similar work in the community as a whole.

§43.02 DEFINITIONS.

For the purposes of this Chapter, the following words and phrases have the meanings ascribed to them in this section:

Apprenticeship Program. A bona fide apprenticeship program registered with the U.S. Department of Labor or recognized by a governmental agency of the State of Minnesota.

Basic Hourly Rate. The hourly wage paid to any employee.

Certified Payroll Records. Payroll records furnished under oath signed by an owner or officer of an employer and provided to the Department named in the contract no more than five (5) working days after the submission of a written request by the Compliance Officer for such records. A certified payroll report includes information related to the wages and benefits paid to each employee during the requested time frame specifying for each employee: name; prevailing wage master job classification; number of hours worked each day; total hours worked in the week; rate of pay; gross amount earned; each deduction for taxes; total deductions; net pay for week; dollars contributed per hour for each benefit, including name and address of administrator; benefit account number; and telephone number for health and welfare, vacation or holiday, apprenticeship training, pension, and other benefit programs.

City. The City of Brooklyn Park.

City Funds. Payment, financing, or financial assistance provided by the City in the form of contract payments, grants, loans, loan guarantees, tax increment financing, tax abatement, proceeds of bonds other than conduit revenue bonds, land write-downs, lease payments, loan payments, or contract for deed payments. With respect to a relending or regranting program, the

threshold level of fifty-thousand dollars ($50,000) of project costs is determined on an individual basis by the cost of the project of each end borrower or grantee.

Compliance Officer. Those persons designated by the City Manager to monitor compliance and investigate complaints pertaining to this Ordinance on behalf of the City or EDA.

Covered Persons. Contractors, subcontractors, developers, holders of interests in real property, agents, or other persons regardless of the form of business entity used by the Covered Person, including but not limited to individuals, sole proprietorships, and independent contractors, performing all or part of work on Projects.

Department. The department or office of the City or EDA designated to undertake a Project.

EDA. The Brooklyn Park Economic Development Authority.

***EDA Funds*.** Payment, financing, or financial assistance provided by the EDA in the form of contract payments, grants, loans, loan guarantees, tax increment financing, tax abatement, proceeds of bonds other than conduit revenue bonds, land write-downs, lease payments, loan payments, or contract for deed payments. With respect to a relending or regranting program, the threshold level of fifty-thousand dollars ($50,000) of project costs is determined on an individual basis by the cost of the project of each end borrower or grantee.

Laborers, Mechanics, and Workers. All persons utilized, employed, or working on a Project who are doing work usually done by Laborers, Mechanics, and Workers.

Prevailing Wage Rate. The meaning contained in Minnesota Statute, Section 177.42, Subd. 6, as determined from time to time by the Minnesota Department of Labor and Industry for the area where the Project is located. The Minnesota Department of Labor and Industry shall determine the prevailing wage rate in accordance with Minnesota Statutes, Sections 177.41-177.44, as amended from time to time, and applicable rules promulgated thereto, including but not limited to Minnesota Rules 5200.1000-5200.1120 as amended from time to time. In those instances where the Minnesota Department of Labor and Industry has not certified and published a prevailing rate of wages and benefits for a particular work classification, the minimum wage and benefit rate per hour to be paid for such work classification means the union wage and benefit rate in the locality of the Project as the case may be for such classification over which the union has jurisdiction.

Prevailing Hours of Labor. The hours of labor per day and per week worked within the area by a larger number of workers of the same class than are employed within the area for any other number of hours per day and per week.

Project. Any construction work, demolition work, maintenance work, remodeling work, or repair work on any roads, bridges, sewers, streets, alleys, parks, parkways, buildings, water infrastructure, removal of public nuisances or any other improvement of public or private property involving $50,000 or more in City Funds, or EDA Funds.

A project consists of all construction necessary to complete the work regardless of the number of contracts involved, so long as all the contracts awarded are closely related in purpose, time, and place, and includes, but is not limited to, multiple phases of work.

Restitution. Restitution may include, but is not limited to, an amount at least equal to the amount of underpayment of prevailing wages.

§43.03 PREVAILING WAGE RATE AND PREVAILING HOURS OF LABOR REQUIRED.

(A) *Prevailing Wage Required*. Except as otherwise provided below in 43.09, all Covered Persons shall pay Laborers, Mechanics, and Workers directly performing work on a Project, at a minimum, the Prevailing Wage Rate.

(B) *Prevailing Hours of Labor*. Laborers, Mechanics, and Workers employed directly on a Project by a Covered Person may not work more hours than the Prevailing Hours of Labor, unless paid for all hours in excess of the Prevailing Hours of Labor at a rate of at least one and one-half (1 ½) times the Basic Hourly Rate of pay.

(C) *Notice*. All Covered Persons must post a notice describing the applicable Prevailing Wage Rate in at least one conspicuous place located on the Project site for the duration of the Project.

(D) *Subcontractors and Independent Contractors*. Any contractor or subcontractor who plans to accomplish all or a portion of the work under a contract within the scope this Section using subcontractors or self-employed independent contractors may be required to provide the City with bona fide proof of the status of such entities before contract award. All such subcontractors and independent contractors must have executed a written contract/subcontract agreement for their work performance. The City will accept the following as a bona fide demonstration of subcontractor status:

1) Current business filing with the Minnesota Secretary of State along with the address and telephone number for that entity;
2) Proof of workers' compensation insurance coverage;
3) Proof of unemployment insurance.

If the status of subcontractors or self-employed independent contractors cannot be determined by submission of the above information or documentation, subcontractor or independent contractor status will be disallowed and the individual(s) performing the work will be included on the engaging company's payroll as employees and will be entitled to receipt of the prevailing wage from the engaging company for all work performed.

(E) *Combined Funding*. For projects funded in whole or in part with State funds, contractors and subcontractors may be subject to applicable State Prevailing Wage rates and rules for projects meeting state requirements. For projects funded in whole or in part with federal funds, contractors and subcontractors may be subject to federal rates, and regulations. for projects meeting federal requirements. For projects with multiple sources of funding (federal, state, and city), contractors and subcontractors may be subject to all applicable rules and regulations.

§43.04 CONRACT REQUIREMENTS.

The requirements and obligations contained in this Ordinance are deemed to be incorporated into the bid specifications and requests for bids or proposals for all Projects are material and binding in terms and conditions of all contracts and all subcontracts for Projects. The Prevailing Wage Rates, Prevailing Hours of Labor, and Hourly Basic Rates of pay must be set forth specifically in the contract. All contracts for Projects must include applicable schedules of Prevailing Wage Rates.

§43.05 MONITORING, COMPLIANCE AND ENFORCEMENT.

(A) *Collection of Certified Payroll Records*. Pursuant to this Chapter and Minn. Stat. Sec. 177.41-.44 and applicable rules as may be amended from time to time, all contractors and subcontractors on a Project must collect and/or furnish a statement on the wages paid to each employee during the prior week.

(B) *Submission of Certified Payroll Records*. Upon request of the City, the EDA, or a City or EDA designee, all Covered Persons shall, within five (5) working days, supply the City or EDA a copy of Certified Payroll Records for all work performed on the Project by Laborers, Mechanics, and Workers.

(C) *Compliance Officer*. A Compliance Officer, as designated by the City, will investigate all complaints, and monitor compliance upon receipt of a complaint regarding violations of this Ordinance. The Compliance Officer may request additional records reasonably required to monitor compliance or investigate complaints regarding this Ordinance. Upon request made by the Compliance Officer, all Covered Persons shall promptly provide additional records reasonably required to monitor compliance with this Ordinance. All Covered Persons shall permit the Compliance Officer physical access to the Project site at any time for the purpose of monitoring compliance with this Ordinance.

(D) *Project Completion*. Upon completion of the project, the City or the EDA shall have the right to require an appropriate audit of contractor's books and records to determine compliance or noncompliance with the provisions of this chapter. Each contractor and subcontractor shall retain the relevant bi-weekly payrolls for a period of not less than three (3) years after the completion of the work.

§43.06 VIOLATIONS AND PENALTIES.

(A) *Civil Enforcement*. In addition to pursuit of criminal sanctions as provided in Paragraph B of this Section, a violation of this Ordinance may result in the City or the EDA undertaking the following actions: seeking injunctive relief to compel specific performance of the requirements contained in this Ordinance; an order for restitution to be paid; contract payment withholding sufficient to satisfy back wages or restitution assessed; contract payment delay; the withholding of a fee equal to five (5) percent of the entire contract price to the City or the EDA as liquidated damages; or the termination of the contract with the violating party. None of the foregoing remedies are intended to be exclusive of any other remedy, but each is in addition to every other remedy listed above or otherwise available.

(B) *Criminal Enforcement*. Any Covered Person who violates the provisions of this Ordinance shall be guilty of a misdemeanor with each day of violation constituting a separate offense.

§43.07 RETALIATION.

(A) It shall be a violation of this chapter for an employer or any other person to interfere with, restrain, or deny the exercise of, or the attempted exercise of, any right protected under this chapter.

(1) Such rights include but are not limited to: the right to make inquiries about the requirements of this chapter; the right to inform others about their rights; the right to inform the person's employer, union, or similar organization, and/or the person's legal counsel or any other person about an alleged violation; the right to file an oral or written

complaint with the appropriate authority; the right to cooperate with the City in its investigations; the right to testify in a proceeding under or related to a violation; the right to refuse to participate in an activity that would result in a violation of city, state, or federal law; and the right to oppose any policy, practice, or act that is prohibited under this chapter.

(2) No employer or any other person shall communicate to a person exercising rights protected under this chapter, directly or indirectly, the willingness to inform a government employee that the person is not lawfully in the United States, or to report, or to make an implied or express assertion of a willingness to report, suspected citizenship or immigration status of an employee or a family member of the employee to a federal, state, or local agency because the employee has exercised a right under this chapter.

(3) An employer shall not take any adverse employment action or in any other manner discriminate against an employee because the employee has exercised in good faith the rights protected under this section.

(4) A person injured by a violation of this section may avail themselves of any civil remedies available to them under the laws of the United States and the State of Minnesota.

(5) It shall be a rebuttable presumption of retaliation if an employer or any other person takes an adverse action against a person within ninety (90) days of the person's exercise of rights protected in this section. The employer may rebut the presumption with clear and convincing evidence that the adverse action was taken for a permissible purpose.

(6) Standard of proof. Proof of retaliation shall be sufficient upon a showing that an employer or any other person has taken an adverse action against a person and the person's exercise of rights protected was a motivating factor in the adverse action, unless the employer can prove that the action would have been taken in the absence of such protected activity.

(7) The protections afforded shall apply to any person who mistakenly but in good faith alleges violations.

(8) A complaint or other communication by any person triggers the protections of this section regardless of whether the complaint or communication is in writing or makes explicit reference to this chapter.

§43.08 EXCEPTIONS.

(A) This Chapter does not apply to apprentices working on Projects pursuant to a bona fide registered Apprenticeship Program for work performed in their trade. A trainee and a helper are not exempt under this provision; the Covered Person must assign the trainee or helper a job classification that is the “same or most similar” to the work being performed and compensate the trainee or helper for the actual work performed regardless of the trainee’s or helper’s skill.

(B) This Chapter does not apply to any Project that received final project approval from the City on or before May 31, 2024.

§43.09 NO CONFLICT WITH RELATED FEDERAL, STATE, COUNTY, OR MUNICIPAL LAWS, ORDINANCES, AND POLICIES.

Except as otherwise stated herein, no provision of this Ordinance is intended nor shall be construed as being in conflict with any federal, State of Minnesota, county or municipal laws, ordinances, rules, regulations, or policies related to the matters to be regulated herein. Further, the obligations and requirements contained in this Ordinance shall be deemed to be in addition to the obligations and requirements contained in any such federal, state county or municipal laws, ordinances, rules, or regulations.

§43.10 SEVERABILITY.

If any of the parts or provisions of this article or the application thereof to any person or circumstance is held invalid or unconstitutional by a decision of a court of competent jurisdiction, the remainder of this article, including the application of such part or provisions to persons or circumstances other than those to which it is held invalid, shall not be affected thereby and shall continue in full force and effect. To this end, the provisions of this article are severable.

Section 2. Effective Date

This ordinance becomes effective thirty (30) days from and after its adoption and publication.

City of Brooklyn Park
Request for Council Action

Agenda Item:	7.2	**Meeting Date:**	May 13, 2024
Agenda Section:	General Action Items	**Originating Department:**	Administration
Resolution:	N/A		
Ordinance:	N/A	**Prepared By:**	Katrina Dosher, Program Assistant
Attachments:	1	**Presented By:**	Jay Stroebel, City Manager
Item:	Request by Council Member Tran to Travel to and Attend the League of Minnesota Cities Annual Conference from June 26-28, 2024		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO APPROVE COUNCIL MEMBER TRAN TO TRAVEL TO AND ATTEND THE LEAGUE OF MINNESOTA CITIES ANNUAL CONFERENCE IN ROCHESTER, MN FROM JUNE 26-28, 2024.

Overview:

Council Member Tran has requested to travel to the League of Minnesota Cities Annual Conference from June 26-28, 2024.

Approximate costs as of May 8, 2024:
Registration: $475
Hotel: $225 per night x 2 = $450
Per Diem: $64 x 3 = $192
Supplemental Council Pay: $50 x 3 = $150
Total: $1267 plus mileage reimbursement

This expenditure would be covered under 2024 budgeted resources in the Mayor and Council travel and lodging and conferences/schools expense lines.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues:

City Travel Policy for Elected Official Travel (In-State Travel):
Travel for League of Minnesota Cities Newly Elected Official training would be available for all new Council Members. As resources allow, and if approved by Council, the Mayor and Council Members can request to travel to in-state conferences annually.

The statements below set forth the conditions under which travel by elected officials will be reimbursed by the City.

- The event, workshop, conference or assignment must be approved in advance by the City Council at an open meeting and must include an estimate of the cost of travel, description of the public purpose and expected benefit.
- Upon returning from an event, workshop, conference or assignment the elected official will make a public presentation on key learnings within 45 days.
- No reimbursements will be made for attendance at events sponsored by or affiliated with political parties.
- Travel costs will be reimbursed in accordance with the Travel Costs section of this policy.

- Requests for reimbursement must be submitted with appropriate receipts on a signed travel expense form to the Finance Department for review and payment.

2024 Total Travel and Lodging and Conferences and Schools Budget:
Conferences and Schools: $10,763.00
Travel and Lodging: $5,561.00
Total budget for 2024: $16,324.00

If available, additional funds could be used from the City Council *meeting expenses* budget line and other City Council General Fund budget resources.

Other expenses from the Travel and Lodging and Conferences and Schools Budget in 2024:
Nichole Klonowski, EDAM 2024 Winter Conference: $500
Tony McGarvey, 2024 Elected Leaders Institute: Foundational Program: $350
Maria Tran, 2024 Elected Leaders Institute: Foundational Program: $350
Maria Tran, Tran, NLC Conference in Washington: $3983.27
Total prior travel/expenses in 2024: $5,183.27

Attachments:

7.2A TRAVEL POLICY

Travel Policy

Purpose and Scope

This Policy shall apply to all business trips by City employees, Mayor and Council, all Commission and Authority members, traveling in an official capacity for City business, the cost of which is borne in part or total by the City. It is the purpose of this policy statement to establish adequate internal controls to satisfy Internal Revenue Service (IRS) regulations, state laws, and to provide a framework to use as a guide to prescribe circumstances for which travel allowances will be authorized and to provide procedures for reimbursement. Reimbursements can only be claimed for accommodations and services utilized and when an expense is incurred. Travelers are expected to utilize the same care when incurring official expenses that a prudent person would utilize if traveling on personal business. The City will pay or reimburse travel costs. All persons conducting official City business are expected to show good judgment in the nature and amount of expenses incurred while conducting City business in accordance with this policy.

Travelers are encouraged to use their City assigned purchasing card for travel expenses other than meals. A City assigned purchasing card may NOT be utilized to pay for meal expenses requiring overnight travel but may be used for eligible meal expenses in the metro area. Per diem allowances based on Federal rates should be used for meals associated with overnight travel.

Responsibility and Travel Authorization:

City Employees

Travelers (employees and non-employees) are responsible to ensure that travel expenses are for valid City business-related purposes; are in accordance with City policies and procedures; and are a prudent use of public and City funds. Individuals traveling on City business are expected to choose the least costly method of transportation that meets the traveler's scheduling and business needs.

Travelers must substantiate and document all travel expenses in accordance with City policy and applicable federal and state laws. In circumstances where the City (via PCard, reimbursement, etc.) and a third party pay for the same travel expenses, the traveler must ensure that the duplicate reimbursement is returned to the City within 60 days of completion of travel.

Travel expenses must be approved by an authorized approver for reimbursement of travel expenses. Approvers are responsible for validating that all expenses: comply with City policy; are a prudent use of public and City funds; are appropriately documented; and are submitted and accounted for in a timely manner.

Budget Approval Departments shall request a training and travel budget that is submitted to the City Manager and included in the final budget that is adopted by the City Council. The City Manager is responsible for including a training and travel budget for elected officials within the final budget that is adopted by the City Council.

All expenses except those made directly by the City Manager will have two different approval signatures, one for first level approval and one for second level approval. All second level approvals must be made by a supervisor. Expense reimbursements to all employees (including directors and the City Manager) must be approved by an employee in a supervisory level above the employee requesting reimbursement. No employee may approve their own expenditures. The Mayor or City Attorney must approve the expense reimbursements for the City Manager.

Advances
Advances are considered an exception and should be submitted to Finance with a reason for the advance and the approval of the supervisor and department director. All advances will require a travel expense form to be completed and approved after the travel has been completed. (The use of a City Purchase Card is encouraged when possible.)

Elected Official Travel

Elected Official Travel
The City recognizes that its elected officials may at times receive value from traveling within the state or out of state for workshops, conferences, events, and other assignments. To manage budget resources and provide equal opportunities for all members of Council to participate in learning opportunities the following statements set forth the conditions for elected official travel.

Out-of-State Travel
The Mayor/Mayor Pro Tem and three Council Members (alternating) have the opportunity to travel out-of-state (domestically) one time annually, pending Council's approval. This approach would allow for the Mayor/Mayor Pro Tem to travel up to four times per term and Council Members to travel two times per term. If necessary, and if approved by Council, additional out-of-state travel could be approved for the Mayor/Mayor Pro Tem or Council members using unused Council travel budget resources or other funding resources (e.g. EDA, Administration budget, etc.) Expenses for out-of-state travel are encouraged to not exceed $2500.

In-State Travel
Travel for League of Minnesota Cities Newly Elected Official training would be available for all new Council Members. As resources allow, and if approved by Council, the Mayor and Council Members can request to travel to in-state conferences annually.

The statements below set forth the conditions under which travel by elected officials will be reimbursed by the City.

- The event, workshop, conference or assignment must be approved in advance by the City Council at an open meeting and must include an estimate of the cost of travel, description of the public purpose and expected benefit.
- Upon returning from an event, workshop, conference or assignment the elected official will make a public presentation on key learnings within 45 days.
- No reimbursements will be made for attendance at events sponsored by or affiliated with political parties.
- Travel costs will be reimbursed in accordance with the Travel Costs section of this policy.
- Requests for reimbursement must be submitted with appropriate receipts on a signed travel expense form to the Finance Department for review and payment.

- Elected officials appointed to serve on a National League of Cities Policy or Steering Committee will be allowed to attend both the Congressional City Conference and the Congress of Cities.
- When feasible, a city vehicle should be considered for in-state transportation needs.

Extending Business Travel with Personal Travel

When a Traveler combines personal and business travel, reimbursable expenses will cease to accrue as of the expected return date and time. The City will reimburse the Traveler only for the documented expenses that are directly related to the business portion of the trip. Excess travel time and activities not required for the business trip purpose shall be at the Traveler's own expense.

Transportation

The most economical mode and class of transportation reasonably consistent with scheduling needs and cargo space requirements must be used, using the most direct and time-efficient route. Government and group rates must be used when available.

Air Transportation

- The cost of airline tickets will be reimbursed or paid for when traveling on City business. It is expected that city officials will travel by coach or economy class.
- Travel by air is limited to the lowest, non-refundable, coach/economy class fare available at time of booking. Travelers may select their seat to another seat within coach/economy (exit row, aisle seats or "extra leg room") on any flight, when no other coach/economy seats are available, or it better meets the traveler's needs.
- When the total flight time, excluding layovers, from departure to arrival is 8 or more hours (including connecting domestic legs), travelers may, with preapproval from their unit, upgrade from coach to the next most economical class of travel over coach (business class in most cases, first class in cases where business class is not offered).
- Travelers may not travel using a private plane or non-approved air charter unless the City Risk Management Office grants an exception in advance of the travel. If the traveler does not obtain an exception, the City will not reimburse the unapproved transportation expenses.
- Employees are prohibited from piloting personal or leased aircrafts while on City business travel. If they choose to do so, the City will not consider the traveler to be acting in an official capacity of the City nor will the City reimburse the traveler for any related expenses.
- It is recommended that no more than 20 City staff, or Regents fly on the same plane at the same time.

Airport Parking / Baggage

- Long-term parking must be used for travel exceeding 24-hours. The maximum reimbursement rate, regardless of where you park, is the long-term parking lot parking rate at the airport they are flying out of.
- Parking at the destination hotel or business site is reimbursable and limited to the lowest daily rate
- Baggage fees is reimbursable
- Valet parking is not reimbursable

Accrual and Use of Frequent Flyer Miles

- In accordance with Minnesota State Statute, 15.435, frequent flyer miles or any other benefit issued by an airline must accrue to the benefit of the City whenever City funds are used to pay for airline travel, regardless of the origination of those funds (e.g., from state or federal grants, contracts, or appropriations, or private donors.) City employees may not use these miles for their personal travel.
- City employees, rather than departments, are responsible for tracking miles earned with City funds, and providing records of such tracking upon request. When they have accumulated enough frequent flyer miles to earn free travel, employees must use the miles for City travel.

Automobile

Automobile mileage will be reimbursed at Internal Revenue Service rates presently in effect (see www.irs.gov) *These rates are designed to compensate the driver for gasoline, insurance, maintenance and other expenses associated with operating the vehicle. This amount does not include bridge and road tolls, which are reimbursable. Damage to a traveler's personal auto is the responsibility of that individual or his/her insurance company.

- **City Vehicle**: When traveling in a City vehicle, the Traveler should use a City assigned purchasing card for fuel expenses or one's own credit card if a City purchasing card is not available. Due to potential liability considerations, transportation of family members not on official City business is prohibited in City vehicles.
- **Personal Vehicle**: When personal vehicles are used as a mode of transportation for travel within the five-state region (Minnesota, North Dakota, South Dakota, Wisconsin, and Iowa), reimbursement will be made at the mileage or allowance rate in effect at the date of travel. Payment of mileage will be based on the most direct route from the point of departure to the point of destination. Please refer to the City's Mileage Policy. The City is not responsible for damage to one's personal vehicles while on official business, as the Traveler's vehicle is not covered by the City's insurance coverage. The Traveler must maintain appropriate insurance when using personal vehicle for business travel.
- **Car Rental:** The traveler must have approval for a rental car, as described above, in order to be reimbursed for rental car parking. Rental rates that are equal or less than those available through the State shall be considered the most economical and reasonable for purposes of reimbursement under this policy.
    - No personal use of car rental is allowed to be claimed.
    - The City's automobile insurance coverage applies to rental vehicles. Under normal circumstances, should a rental car be damaged while being used for business purposes, the City will defend and indemnify the Traveler against any claims made by the rental company for damage to the rental car.
    - Minnesota law requires one's personal insurance company to provide coverage when the rental car is being used for personal activities in most instances.
    - Car rental insurance will not be reimbursed by the City. If car rental insurance is purchased, it would be at the Employee's personal expense.
    - Fuel for a car is reimbursable, however, fuel pre-payment is not allowed and will not be reimbursed.
- **Taxis/Shuttles.** The cost of taxis, shuttles or rideshares (Uber, Lyft, Micro mobility, etc.) fares may be reimbursed.

Documentation: Itemized receipt from rental agency and payment documentation, if not shown on the receipt. Fuel receipts must be submitted. Receipts for parking and other transportation must be submitted.

Parking Fees
If the traveler uses a vehicle on official city business and is reimbursed for mileage, parking charges may be reimbursed as an incidental expense. Maximum per park with receipt will be the actual expense.

*Travel Reimbursements must be submitted within 60 days of the expense.

Lodging

Hotel or Motel expenses will be reimbursed or paid for when travel on official City business reasonably requires an overnight stay. Lodging fees associated with trips for training or business that are longer than one day and are outside the Twin Cities Metro Area associated with a single occupancy rate. Lodging reimbursement requests must be accompanied by a lodging receipt from the hotel, motel, or other commercial lodging establishment.

- Conferences/Meetings. If such lodging is in connection with a conference, lodging expenses must not exceed the group rate published by the conference sponsor for the meeting in question if such rates are available at the time of booking.
- Other Lodging. An employee will always stay at a facility that is reasonably priced and request government or corporate rates. The employee must stay at a licensed lodging facility and cannot be reimbursed for staying at a non-licensed lodging facility. In situations where a non-conference domestic lodging rate falls outside of the City guidelines, the traveler must obtain pre-approval from the appropriate authorized approver by completing the Request for Lodging Exception form. If the traveler does not obtain prior approval, the supervisor/manager may deduct the overage from the reimbursement request.

Meals and Incidental Expenses

The per diem allowance is a daily payment for meals and related incidental expenses when overnight travel accommodations are necessary, in accordance with published federal per diem rates instead of receipt-based reimbursement. The City intends for its Travelers to pay for meals, tips and service charges using the current per diem schedules as set by the federal government. These schedules can be found at: https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup (M&IE column). The Traveler may claim an amount not to exceed the allowable per diem rate in accordance with the Standard Federal Per Diem Rate Schedule in effect at the time of travel as published by the U.S. General Services Administration (GSA). The per diem allowance is separate from lodging, transportation, and other miscellaneous expenses. The per diem allowance covers all charges, including taxes and service charges where applicable for:

1. Meals including expenses for breakfast, lunch, dinner, and related taxes (specifically excluded are alcoholic beverage and entertainment expenses, and any expenses incurred for other persons) and

2. Incidental expenses, including:
    a. Fees and tips given to wait staff, baggage carriers, maids, and
    b. Transportation and tips between places of lodging or business and places where meals are taken, if suitable meals can't be obtained at site.

Meals for which the City pays directly, such as meals included in a conference registration fee or as part of airfare, or hotel costs, must be excluded from per diem and will not be further reimbursed. The Traveler must note on the expense claim if a meal is included in the cost of the travel fare, conference fee, or hotel lodging. If a lodging facility provides a hot breakfast, the breakfast allowance is excluded from the per diem amount. This provision does not apply to "continental breakfast". When the Traveler receives a meal at no cost, the Traveler is not eligible to be reimbursed for that meal and that meal allowance must not be included in the combined total. On "travel days", defined as the first and last day of travel (departure and return), per diem amount equals 75% of total M&IE regardless of departure time. Reimbursement may be allowed if the Traveler has special dietary needs that cannot be accommodated by the available meal options included in the conference registration or event programming. The Department Head reviews the circumstances and determines when reimbursement is warranted.

If actual expenses exceed the applicable per diem rate, the excess amount is a personal expense of the Traveler. If actual expenses are less than the per diem rate, the Traveler is not required to refund the difference to the City.

If Traveler travels on a conference day, Traveler is allowed the full per diem regardless of departure time.

Travelers should NOT submit receipts for any meal purchases when requesting overnight travel reimbursements. A City assigned purchasing card may NOT be utilized to pay for meal expenses requiring overnight travel.

Documentation: Receipts are not required for M&IE

Example 1: Traveler travels to Orlando, FL for a 3-day conference and travels the day before and after the conference. Lunch is provided for all 3 days. Below is the per diem breakdown for Orlando based on the GSA schedule:

Primary Destination	County	M&IE Total	Continental Breakfast/ Breakfast	Lunch	Dinner	Incidental Expenses	First & Last Day of Travel
Orlando	Orange	$59	$13	$15	$26	$5	$44.25

Traveler's allowed per diem per day for days 2-4 is $44:

$59 M&IE Total
$15 Lunch
$44 Allowed per diem per day

Since lunch is provided, lunch allowance is deducted from the total and Traveler is allowed $44 per day for days 2-4. On travel days, day 1 & day 5, the Traveler is allowed $44.25 per day as found on the schedule.

Other Expenses

- Conference, seminar or convention registration fees may be pre-paid once approval is received from the Department Head.
- Other expenses such as fees for social events, activities and tour opportunities during the conference are reviewed on a case-by-case basis. The Department Head will determine if reimbursement is warranted.
- In unique instances involving lost luggage, Traveler may need to purchase clothing and toiletries for the duration of their travel. The Department Head will review and determine if additional costs are reimbursable.

International Travel

For domestic travel purposes, the IRS definition of the United States includes the 50 states and the District of Columbia. The purpose of travel outside the United States for City business must be unquestionably professional in content and should only be considered if a similar meeting, conference, or training of similar quality cannot be found within the continental limits of the United States.
The per diem rates when traveling abroad are determined by the US Department of State and can be found at https://aoprals.state.gov/web920/per_diem.asp.

For foreign travel, all reimbursable expenses that were not paid using a credit card or US currency must be converted to US currency before listing them on the travel expense claim.

City Reimbursement of Travel Costs that do not Require Overnight Travel

Travel plans involving expenses that do not require overnight travel accommodations will be reimbursed based on actual cost substantiated by appropriate receipts. This includes training or meetings within the metro area.

Non-Reimbursable Expenses

Examples of non-reimbursable personal expenses include, but are not limited to:

1. The personal portion of any trip;
2. Political fundraising or charitable contributions or events;
3. Family expenses, including partner's expenses when accompanying a city official on City related business, as well as children- or pet-related expenses;
4. Entertainment expenses, including theater, movies (either in-room or at the theater), sporting events, travel gym, massage and/or golf related expenses, other cultural events or personal reading material;
5. Alcohol/personal bar expenses;
6. Non-mileage personal automobile expenses, including repairs, traffic citations, insurance or gasoline; and
7. Personal losses incurred while on City business, such as clothing and personal effects.

Documentation

All employees are required to provide the following documentation for all expenditures: (Unless following Per Diem)

- Itemized receipt
- Purpose for the expense
- In addition, if the expense is meeting-related:
    - o Specify attendee and employee or non-employee
    - o Relationship of non-employee to the meeting
    - o Reason that the meeting was not possible during business hours, if applicable

Violation of the Travel Policy

Use of public resources or falsifying expense reports in violation of this policy may result in any or all of the following:

1. Loss of reimbursement privileges,
2. Demand for restitution to the City,
3. Disciplinary action,
4. Civil penalties of up to $1,000 per day and three times the value of the resources used, and
5. Prosecution for misuse of public resources.