

REGULAR CITY COUNCIL MEETING – AGENDA #36

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 Interview Applicants for Commissions

A. COMMISSION VOTING FORMS

3B.2 Acknowledge the Acceptance of a \$6000 Donation from the Brooklyn Park Rotary Club for BrookLynk and Rec on the Go

3B.3 Presentation on 2025 Minneapolis Northwest Tourism

II. STATUTORY BUSINESS AND/OR POLICY IMPLEMENTATION

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

4.1 Resolution Cancelling 4810 General Obligation Bonds, Series 2016A that is Certified to Hennepin County for Street Reconstruction Plan Principal and Interest in the Amount of \$453,501.57 for Payable 2025

A. RESOLUTION

B. DEBT LEVY REQUIREMENTS SCHEDULE

4.2 Approve a Temporary On-Sale Liquor License for the Brooklyn Park Rotary Foundation for Their Beer Fest and Wine Tasting to be Held on October 5, 2024 at 5600 85th Avenue North

- 4.3** Set a Public Hearing on October 14, 2024 to Consider the Issuance of an On-Sale Intoxicating Liquor License for Sky Lounge and Bistro LLC, Doing Business as Sky Lounge and Bistro, Located at 8515 Edinburgh Centre Drive North
 - A.** PUBLIC HEARING NOTICE
- 4.4** Tobacco License for Freedom Stores Inc. dba Freedom Stores, Brooklyn Park, Located at 7525 Brooklyn Boulevard, Brooklyn Park, MN 55443
- 4.5** Brooklyn Park Pet Hospital – Planning Case #24-114 site plan review for an addition to the existing pet hospital and variance for a parking lot expansion on a property zoned B-1 – Office Park District
 - A.** SITE PLAN RESOLUTION
 - B.** VARIANCE RESOLUTION
 - C.** VARIANCE FINDINGS OF FACT
 - D.** LOCATION MAP
 - E.** PLANNING COMMISSION MINUTES
 - F.** PLAN SET
- 4.6** 2025 Toward Zero Deaths Grant Agreement
 - A.** RESOLUTION
 - B.** AGREEMENT
- 4.7** Approve a Professional Service Agreement with Kraus-Anderson, to Provide Construction Manager at Risk Services for the Fire Station # 2 Replacement Project
 - A.** RESOLUTION
- 4.8** Approval of Mutual Aid/Automatic Aid Agreements with the Plymouth Fire Department
 - A.** RESOLUTION
 - B.** APPROVED MUTUAL AID AGREEMENT
 - C.** DRAFT AUTOMATIC AID AGREEMENT
- 4.9** Approve the Master Services Agreement with OpenGov for Professional Services for Asset Management
 - A.** RESOLUTION
 - B.** MASTER SERVICES AGREEMENT WITH ORDER FORM
- 4.10** Authorize Application for Grant Funding through Hennepin Youth Activities Grant
 - A.** RESOLUTION
- 4.11** Authorize the City Manager to Enter into a Contract with Gateway Fiber to Install Fiber Optic Cabling Conduit and Purchase Fiber Optic Cable in 2024
 - A.** RESOLUTION
- 4.12** Award the Contract to Donlar Construction for the Renovation and Expansion of Zanewood Recreation Center and Authorize City Manager to Enter into a Contract Not to Exceed \$9,800,000
 - A.** RESOLUTION
 - B.** PROJECT SCORING GRID
- 4.13** Set Public Hearing Date for October 14, 2024, to Consider the Recommendation of the Brooklyn Park Charter Commission to Amend Chapter 2, Section 2.06 and Chapter 4, Section 4.03 of the Home Rule City Charter
 - A.** PUBLIC HEARING NOTICE
- 4.14** Adopt a Resolution Appointing Election Judges for the November 5, 2024 General Election
 - A.** RESOLUTION
 - B.** EXHIBIT A

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** APPROVING THE ISSUANCE OF CONDUIT REVENUE BONDS UNDER MINNESOTA STATUTES, SECTIONS 469.152 THROUGH 469.1655, FOR THE BENEFIT OF PSA BUILDING COMPANY AND PRAIRIE SEEDS ACADEMY; APPROVING RELATED DOCUMENTS; AND TAKING CERTAIN OTHER ACTIONS WITH RESPECT THERETO
 - A.** RESOLUTION
- 5.2** Approve the Physical Design Component of the Preliminary Design Plans for the Metro Blue Line Extension Light Rail Transit Project
 - A.** RESOLUTION
 - B.** PROJECT PLANS

- C.** LETTER FROM METROPOLITAN COUNCIL/METRO TRANSIT
- D.** PUBLIC COMMENTS RECEIVED BY BROOKLYN PARK EMAIL
- E.** BROOKLYN PARK LETTER TO METROPOLITAN COUNCIL FOR DRAFT SUPPLEMENTAL EIS

- 5.3** Approve an Off-Sale Intoxicating Liquor License for Sri Radha Radhika LLC, doing business as Kelly's Liquor, Located at 3210 Brookdale Drive N., Brooklyn Park MN 55443
- A.** LIQUOR LICENSE LIST

6. LAND USE ACTIONS

None.

7. GENERAL ACTION ITEMS

- 7.1** Award the City Insurance Programs for Contract Year 2024-2025 to the League of Minnesota Cities Insurance Trust
 - A.** RESOLUTION
- 7.2** Approve Compensation Study Recommendations and Implementation
- 7.3** Council Adoption of Proposed 2025 Property Tax Levies and Preliminary 2025 General Fund and Debt Service Funds Budget
 - A.** RESOLUTION APPROVING THE 2025 COUNCIL PRELIMINARY GENERAL AND DEBT SERVICE FUNDS BUDGETS
 - B.** RESOLUTION ADOPTING THE 2025 PROPOSED GENERAL AND DEBT SERVICE FUNDS NET PROPERTY TAX LEVIES AND CERTIFYING THEM TO HENNEPIN COUNTY
 - C.** RESOLUTION ADOPTING A PROPOSED SPECIAL BENEFIT HRA TAX LEVY AND A PROPOSED EDA CITY TAX LEVY

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:	September 23, 2024
Agenda Section:	Public Presentations/ Proclamations/Receipt of General Communications	Originating Department:	Administration
Resolution:	N/A	Prepared By:	Katrina Doshier, Program Assistant
Ordinance:	N/A		
Attachments:	1	Presented By:	Mayor Hollies Winston
Item:	Interview Applicants for Commissions		

City Manager's Proposed Action:

Interview applicants to fill current and upcoming openings on commissions.

Overview:

The City has advertised to fill openings on the Budget Advisory Commission, Community Long-range Improvement Commission, Human Rights Commission, and the Recreation and Parks Advisory Commission. The appointments are to fill upcoming openings due to resignations and removals. Applicants have been contacted; voting sheets are attached.

I wish to make Council aware of City Code Section 30.39 which states, "Notwithstanding any provisions of this Code to the contrary, if there are no applicants for an appointment to a board or commission residing in the district from which the appointment is required to be made, an applicant residing in any district of the city may be appointed to such board or commission." (Ord. 2000-932, passed 9-11-00.)

Recreation and Parks Advisory Commission Youth Liaison – One openings

City-At Large Youth Liaison (1) – Vacant (balance of a term, expires April 1, 2025)

Emerging Leaders – Two openings on each: BAC, HRC, Planning, RPAC

City-At Large Emerging Leader (2 on each commission listed) – Vacant (balance of a terms, expires April 1, 2025)

Budget Advisory Commission – One opening

West (1) – replacing Terri Merrill (balance of a term, expires April 1, 2027)

Community Long-range Improvement Commission (CLIC) – Two openings

(Per Section 9.04 of our City Charter, the Mayor appoints to this commission with the approval of the City Council.)

City At-large (1) – replacing John Pharr (balance of a term, expires April 1, 2026)

West (1) – replacing Andrea Boyle (balance of a term, expires April 1, 2025)

Human Rights Commission – One opening

City At-large (1) – replacing Jania Dammer (balance of a term, expires April 1, 2025)

Recreation and Parks Advisory Commission – Two openings

City At-large (1) – replacing Joseph Gomez (balance of a term, expires April 1, 2025)

Central (1) – replacing Deborah Lande (balance of a term, expires April 1, 2025)

In the packet are voting forms to indicate your choices. At the end of the meeting, please pass your voting forms to Mayor Winston with your choices indicated. He will consolidate the votes to determine who will be appointed to the commissions. The appointments will be made during the March 11, 2024 Council meeting.

After appointments are made, staff will re-advertise for openings that are not filled. There will be unfilled Emerging Leader seats.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments:

3B.1A COMMISSION VOTING FORMS

Budget Advisory Commission Voting Form
September 23, 2024 Commission Interviews– Submit Voting Form to Mayor After Meeting

COUNCIL MEMBER: _____
(Name)

VACANCIES: 1

District # of openings:
West District 1

Listed as 1st Choice

Name of applicant	Residing District	Confirmed Attendance
Cokie, Farquema	Central	Yes
Cooper, Bernice	Central	Yes

One appointment needs to be made:

West (1) – replacing Terri Merrill

COUNCIL MEMBER CHOICE: _____

Listed as 2nd Choice

None		
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City Code Section 30.39 which states, “Notwithstanding any provisions of this Code to the contrary, if there are no applicants for an appointment to a board or commission residing in the district from which the appointment is required to be made, an applicant residing in any district of the city may be appointed to such board or commission.” (Ord. 2000-932, passed 9-11-00.)

Community Long-range Improvement Commission Voting Form
September 23, 2024 Commission Interviews – Submit Voting Form to Mayor After Meeting

COUNCIL MEMBER: _____
(Name)

VACANCIES: 2

District # of openings:

City At-large 1

West District 1

Listed as 1st Choice

Name of applicant	Residing District	Confirmed Attendance
Gill, Ashante	Central	Yes

Listed as 2nd or 3rd Choice

Arias, Emily	East	Yes
Martinez, Jorge	West	Yes
Cokie, Farquema	Central	Yes
Cooper, Bernice	Central	Yes

Two appointments need to be made:

City At-large (1) – replacing John Pharr

COUNCIL MEMBER CHOICE: _____

West (1) – replacing Andrea Boyle

COUNCIL MEMBER CHOICE: _____

City Code Section 30.39 which states, “Notwithstanding any provisions of this Code to the contrary, if there are no applicants for an appointment to a board or commission residing in the district from which the appointment is required to be made, an applicant residing in any district of the city may be appointed to such board or commission.” (Ord. 2000-932, passed 9-11-00.)

Human Rights Commission Voting Form
September 23, 2024 Commission Interviews– Submit Voting Form to Mayor After Meeting

COUNCIL MEMBER: _____
(Name)

VACANCIES: 1

District # of openings:
City At-large 1

Listed as 1st Choice

Name of applicant	Residing District	Confirmed Attendance
Gilson, Brenda	Central	Yes
Martinez, Jorge	West	Yes

One appointment needs to be made:

City At-Large (1) – replacing Jania Drammer

COUNCIL MEMBER CHOICE: _____

Listed as 2nd or 3rd Choice

Cooper, Bernice	Central	Yes
Gill, Ashyante	Central	Yes

City Code Section 30.39 which states, “Notwithstanding any provisions of this Code to the contrary, if there are no applicants for an appointment to a board or commission residing in the district from which the appointment is required to be made, an applicant residing in any district of the city may be appointed to such board or commission.” (Ord. 2000-932, passed 9-11-00.)

Recreation and Parks Advisory Commission Voting Form
September 23, 2024 Commission Interviews – Submit Voting Form to Mayor After Meeting

COUNCIL MEMBER: _____
(Name)

VACANCIES: 2

District # of openings:
City At-large 1
Central District 1

Listed as 1st Choice

Name of applicant	Residing District	Confirmed Attendance
Arias, Emily	East	Yes
Martinez, Jorge	West	Yes

Listed as 2nd or 3rd Choice

Gill, Ashyante	Central	Yes
Gilson, Brenda	Central	Yes

Two appointments need to be made:

City At-large (1) – replacing Joseph Gomez

COUNCIL MEMBER CHOICE: _____

Central (1) – replacing Deborah Lande

COUNCIL MEMBER CHOICE: _____

City Code Section 30.39 which states, “Notwithstanding any provisions of this Code to the contrary, if there are no applicants for an appointment to a board or commission residing in the district from which the appointment is required to be made, an applicant residing in any district of the city may be appointed to such board or commission.” (Ord. 2000-932, passed 9-11-00.)

RPAC YOUTH LIAISON VACANCIES: 1

District # of openings:
City At-large 1

Name of applicant	Residing District	Confirmed Attendance
Anako, Abundance	East	Yes
Yu, Klarissa	West	Yes

One appointment needs to be made:

City At-large (1) – Vacant

COUNCIL MEMBER CHOICE: _____

Brooklyn Park Emerging Leader Voting Form
September 23, 2024 Commission Interviews – Submit Voting Form to Mayor After Meeting

COUNCIL MEMBER: _____
(Name)

VACANCIES: 2 on each: BAC, HRC, Planning, RPAC
District # of openings:
City At-large 2 on each

Listed as 1st Choice: RPAC

Listed as 2nd Choice: HRC

Listed as 3rd Choice: Planning Commission

Name of applicant	Residing District	Confirmed Attendance
Anako, Marvelous	East	Yes

Appoint Marvelous Anako to the following commission:

COUNCIL MEMBER CHOICE: _____

City of Brooklyn Park

Request for Council Action

Agenda Item:	3B.2	Meeting Date:	September 23, 2024
Agenda Section:	Public Presentations/ Proclamations/Receipt of General Communications	Originating Department:	Recreation and Parks
Resolution:	X	Prepared By:	Katrina Doshier, Program Assistant
Ordinance:	N/A		
Attachments:	N/A	Presented By:	Jay Stroebe, City Manager
Item:	Acknowledge the Acceptance of a \$6000 Donation from the Brooklyn Park Rotary Club for BrookLynk and Rec on the Go		

City Manager's Proposed Action:

Acknowledging the \$6000 donation made by the Rotary to the City of Brooklyn Park.

Overview:

We would like to acknowledge and thank the Brooklyn Park Rotary Club for their donation of \$6000 for BrookLynk and Rec On The Go. The Brooklyn Park Rotary Club has been a supporter of many programs and services within Brooklyn Park and is dedicated to providing our young people with opportunities that will have lasting impact on their lives.

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.3	Meeting Date:	September 23, 2024
Agenda Section:	Public Presentations/Proclamations/Receipt of General Communications	Originating Department:	Community Development – Economic Development and Housing
Resolution:	N/A	Prepared By:	Tim Gladhill, Community Development Director
Ordinance:	N/A		
Attachments:	N/A	Presented By:	Michelle Basham, Economic Development and Housing Director
Item:	Presentation on 2025 Minneapolis Northwest Tourism		

City Manager's Proposed Action:

Receive presentation from Minneapolis Northwest Tourism on their proposed 2025 Budget.

Overview:

Per the Agreement with the City, Minneapolis Northwest Tourism presents their proposed budget in September. The proposed budget will be presented by Leslie Wright, President & CEO.

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:	4.1	Meeting Date:	September 23, 2024
Agenda Section:	Consent	Originating Department:	Finance
Resolution:	X	Prepared By:	Chris Kuecker, Accountant/Analyst
Ordinance:	N/A		
Attachments:	2	Presented By:	LaTonia Green, Finance Director
Item:	Resolution Cancelling 4810 General Obligation Bonds, Series 2016A that is Certified to Hennepin County for Street Reconstruction Plan Principal and Interest in the Amount of \$453,501.57 for Payable 2025		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-_____ CANCELLING B4810 GENERAL OBLIGATION BONDS, SERIES 2016A THAT IS CERTIFIED TO HENNEPIN COUNTY FOR STREET RECONSTRUCTION PLAN PRINCIPAL AND INTEREST IN THE AMOUNT OF \$453,501.57 FOR PAYABLE 2025.

Overview:

Hennepin County maintains a Debt Levy Requirement schedule for all general obligation bond levies for the City of Brooklyn Park, Minnesota. In accordance to M.S. 475.61, the County is required to levy the amount originally certified unless the taxing authority passes a resolution cancelling the levy. Each year a bond is active, the bond schedule is updated to include the principal and interest payment for the bond pay year. When the General Obligation Bonds, Series 2016A were sold, the repayment source was identified as the franchise fee. Since this is not a traditional payment source, the bonds are included on the Debt Levy Requirement schedule. If the City of Brooklyn Park has accumulated franchise fee revenues to pay the principal and interest, the City can adopt a resolution to cancel the debt from the schedule for that payable year. The Franchise Fees fund has sufficient balance to cover the 2024 responsibility.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues:

The total bond levy for the 2025 preliminary budget does not include the 4810 General Obligation Bonds, Series 2016A in the amount of \$453,501.57 bond levy. Should the City Council choose not to pass the resolution cancelling 4810 General Obligation Bonds, Series 2016A, the 2025 preliminary budget would need to be adjusted accordingly.

Attachments:

- 4.1A RESOLUTION
- 4.1B DEBT LEVY REQUIREMENTS SCHEDULE

RESOLUTION #2024-

RESOLUTION CANCELLING B4810 GENERAL OBLIGATION BONDS, SERIES 2016A THAT IS CERTIFIED
TO HENNEPIN COUNTY FOR STREET RECONSTRUCTION PLAN PRINCIPAL AND INTEREST IN THE
AMOUNT OF \$453,501.57 FOR PAYABLE 2025

WHEREAS, on June 27, 2016, the City Council adopted Resolution #2016-122, a Resolution approving a Street Reconstruction Plan and Authorizing Issuance of General Obligation Bonds, Series 2016A in an Aggregate Principal Amount of \$7,860,000; and

WHEREAS, the 4810 General Obligation Bonds, Series 2016A was certified to Hennepin County and was adopted; and

WHEREAS, the Hennepin County Debt Levy Requirements schedule for taxes payable in 2025 include 4810 General Obligation Bonds, Series 2016A in the amount of \$453,501.57; and

WHEREAS, according to M.S. 475.61, the County is required to levy the amount originally certified unless the taxing authority passes a resolution canceling the levy; and

WHEREAS, in order to cancel 4810 General Obligation Bonds, Series 2016A in the amount of \$453,501.57 payable 2025, the City Council has to adopt a resolution cancelling the debt levy.

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

1. That the City hereby cancels 4810 General Obligation Bonds, Series 2016A in the amount of \$453,501.57 payable 2025.

HENNEPIN COUNTY
MINNESOTA

Levy Schedule for 2025

Jul. 12, 2024

City of Brooklyn Park		Date	Original Amount Issued	Levy Scheduled for 2025
4809	General Obligation (Series 2014A)	7 /10/2014	\$9,490,000.00	\$678,129.38
4810	General Obligation (Series 2016A)	7 /27/2016	\$7,860,000.00	\$453,501.57
4811	General Obligation (Series 2017A)	6 /29/2017	\$7,320,000.00	\$301,468.13
4815	General Obligation (Series 2019A)	7 /18/2019	\$4,470,000.00	\$319,882.50
4816A	General Obligation (Series 2021A)	6 /28/2021	\$7,585,000.00	\$891,135.00
4816B	General Obligation (Series 2021A)	6 /28/2021	\$690,000.00	\$13,717.50
4816C	General Obligation (Series 2021A)	6 /28/2021	\$925,000.00	\$18,395.00

City of Brooklyn Park Total:	\$2,676,229.08
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City of Brooklyn Park Request for Council Action

Agenda Item:	4.2	Meeting Date:	September 23, 2024
Agenda Section:	Consent	Originating Department:	Community Development Rental and Business Licensing
Resolution:	N/A		Megan Bookey, Program Assistant III
Ordinance:	N/A		
Attachments:	N/A		
Item:	Approve a Temporary On-Sale Liquor License for the Brooklyn Park Rotary Foundation for Their Beer Fest and Wine Tasting to be Held on October 5, 2024 at 5600 85th Avenue North		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO APPROVE A TEMPORARY ON-SALE LIQUOR LICENSE FOR THE BROOKLYN PARK ROTARY FOUNDATION FOR THEIR BEER FEST AND WINE TASTING TO BE HELD ON OCTOBER 5, 2024, AT 5600 85TH AVENUE NORTH.

Overview:

The Brooklyn Park Rotary Foundation is hosting their Beer Fest and Wine Tasting on October 5, 2024, at the Brooklyn Park Community Activity Center, 5600 85th Avenue North. The hours of the event are 2:00 p.m. to 5:00 p.m. at the community center. A special event permit application has been submitted and covers various aspects of the event to ensure that proper procedures are in place for the sale and consumption of alcohol on the premises.

The Community Development Department has approved the application, and the Police Department has completed their investigation of the applicant. There are no known code violations at the property and staff recommend approval of the Temporary On-Sale Liquor license.

The license must be approved by the State of Minnesota Alcohol and Gambling Enforcement Division once the City of Brooklyn Park has approved the license.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments: N/A

City of Brooklyn Park

Request for Council Action

Agenda Item:	4.3	Meeting Date:	September 23, 2024
Agenda Section:	Consent	Originating Department:	Rental and Business Licensing Division
Resolution:	N/A	Prepared By:	Megan Bookey, Program Assistant III
Ordinance:	N/A		
Attachments:	1	Presented By:	Keith Jullie, Rental and Business Licensing Manager
Item:	Set a Public Hearing on October 14, 2024 to Consider the Issuance of an On-Sale Intoxicating Liquor License for Sky Lounge and Bistro LLC, Doing Business as Sky Lounge and Bistro, Located at 8515 Edinburgh Centre Drive North		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO SET A PUBLIC HEARING ON OCTOBER 14, 2024 TO CONSIDER THE ISSUANCE OF AN ON-SALE INTOXICATING LIQUOR LICENSE FOR SKY LOUNGE AND BISTRO LLC, DOING BUSINESS AS SKY LOUNGE AND BISTRO, LOCATED AT 8515 EDINBURGH CENTRE DRIVE NORTH

Overview:

This is a new On-Sale Intoxicating Liquor License for Sky Lounge and Bistro LLC doing business as Sky Lounge and Bistro located at 8515 Edinburgh Centre Drive North.

Pursuant to state statute, the business must comply with state laws, local laws, and procedures. To comply with state laws, a public hearing must be held prior to City Council approval of the license required. The results of the inspections and investigations will be available at the public hearing on October 14, 2024.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments:

4.3A PUBLIC HEARING NOTICE

**NOTICE OF PUBLIC HEARING
CITY OF BROOKLYN PARK, MINNESOTA**

NOTICE IS HEREBY GIVEN that the Brooklyn Park City Council will hold a public hearing in the City Hall Council Chambers, 5200 85th Avenue North, on Monday, October 14, 2024, at 6:00 p.m. or soon thereafter to consider the issuance of an On-Sale Intoxicating Liquor License for Sky Lounge and Bistro LLC doing business as Sky Lounge and Bistro, located at 8515 Edinborough Centre Drive North.

All persons desiring to be heard are invited to attend. Written comments will be received by the Licensing Division prior to the hearing.

Devin Montero
City Clerk

Published in the Brooklyn Park Sun Post on October 3, 2024.

City of Brooklyn Park

Request for Council Action

Agenda Item:	4.4	Meeting Date:	September 23, 2024
Agenda Section:	Consent	Originating Department:	Community Development
Resolution:	N/A	Prepared By:	Megan Bookey, Program Assistant III
Ordinance:	N/A		
Attachments:	N/A	Presented By:	Keith Jullie, Rental and Business Licensing Manager
Item:	Tobacco License for Freedom Stores Inc. dba Freedom Stores, Brooklyn Park, Located at 7525 Brooklyn Boulevard, Brooklyn Park, MN 55443		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO APPROVE A TOBACCO LICENSE FOR FREEDOM STORES INC. DBA FREEDOM STORES, BROOKLYN PARK, LOCATED AT 7525 BROOKLYN BOULEVARD, BROOKLYN PARK, MN 55443

Overview:

This is a new tobacco license for Freedom Stores, Inc. dba Freedom Stores, Brooklyn Park, located at 7525 Brooklyn Boulevard, Brooklyn Park, MN. The previous business owners of Speedway held a tobacco license at this location. Due to a change in business ownership, a new tobacco license is required.

The Police Department has completed their investigation of the owner and manager. The Community Development Department approved the application on September 17, 2024. There are no known code violations at this location. The Police and Community Development Departments recommend approval of this Tobacco Sales license.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments: N/A

City of Brooklyn Park Request for Council Action			
Agenda Item:	4.5	Meeting Date:	September 23, 2024
Agenda Section:	Consent	Originating Department:	Community Development
Resolution:	XX		
Ordinance:	N/A		
Attachments:	6	Prepared By:	Cara Donovan, Senior Planner
		Presented By:	Erin Perdu, Interim Planning Director
Item:	Brooklyn Park Pet Hospital – Planning Case #24-114 Site Plan Review for an Addition to the Existing Pet Hospital and Variance for a Parking Lot Expansion on a Property Zoned B-1 – Office Park District		

City Manager’s Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION 2024-_____ APPROVING A SITE PLAN REVIEW FOR THE FOR THE CONSTRUCTION OF AN ADDITION TO THE EXISTING STRUCTURE AT 5815 80TH AVE N.

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION 2024-_____ ADOPTING FINDINGS OF FACT FOR THE APPROVAL OF A VARIANCE REQUEST FOR A PARKING LOT SETBACK OF 10.3 FEET, A DEVIATION OF 24.7 FEET FROM THE REQUIRED 35 FEET FROM AN ADJACENT RESIDENTIAL USE AT 5815 80TH AVE N.

Overview:

This request is for the construction of an addition to the existing structure located at 5815 80th Ave N and parking lot expansion. The addition will expand a portion of the existing structure to the east, increasing the footprint of the structure by 900 square feet. The parking lot expansion will construct 8 additional parking stalls by expanding the existing parking lot to the south with a proposed 10.3-foot setback from the adjacent property.

Planning Commission:

The Brooklyn Park Planning Commission heard this request at the September 11, 2024 Planning Commission Regular Meeting. The Planning Commission voted unanimously (7-0) to recommend approval of this application. A public hearing was held, and no members of the community spoke on this request.

Current Conditions:

Planning and Zoning Information		
	Current	Proposed
Land Use Plan	Employment	Employment
Current Zoning	B1 – Office Park District	B1 – Office Park District
Site Area	0.88 acres	
Neighborhood	Central	Central
Conforms to	Land Use Plan – Yes Zoning Code – Yes	
Public Notice	Notices were mailed to 28 properties within 500 feet.	

	Legal notice was published in the Sun Post on September 1, 2024. A Proposed Development Sign was placed on the property. A Neighborhood email was sent to the Central Neighborhood.
60-Day 120-Day	October 5, 2024 December 4, 2024

Previous Approvals:

This property was subdivided as part of the Lowell's Addition Plat in 1995. The property went through site plan review and the original existing 36,000 square foot building was constructed in 1990. Two additions of 1,118 square feet and 113 square feet were added in 1999.

Current Conditions:

This site is developed with the existing 37,231 square foot building with existing parking to the west and north of the existing building.

Land Use/Zoning (and Overlay):

This property is zoned B-1 – Office Park District and is guided Employment by the 2040 Comprehensive Plan. Veterinarian clinics are a permitted use within the B-1 zoning district, and this conforms to the Comprehensive Plan. This building addition proposal meets all district setback requirements. The parking lot expansion does not meet setback requirements, and the applicant has applied for a variance.

Proposed Development:

The applicant is proposing a 900 square foot building addition on the southeast side of the existing building and parking lot expansion for 8 additional parking stalls. The applicant has requested a variance for the parking lot expansion due to the proximity of a residential building.

Site Plan Review:

Site plans must be reviewed against the evaluation criteria required by the Code (§ 152.303).

Lighting:

A lighting plan was provided with light specifications showing the lighting of the addition will meet lighting requirements. (§ 152.1013).

Pedestrian Circulation:

The site plan includes pedestrian facilities associated with the parking lot addition which meet circulation requirements. (§ 152.1021) There are existing sidewalks on Zane Ave N. There are no existing sidewalks on 80th Ave N, however, sidewalks along 80th Ave N are not required.

Parking:

This site has 31 existing parking stalls, two of which are accessible stalls, and will add 8 additional parking spaces on the southeast side of the property. The parking code calculations for clinics indicate 38 spaces are required for the existing building and proposed addition. The proposed total of 39 spaces meets this requirement.

Enclosures and Screening:

The proposed site has an existing waste enclosure which meets screening requirements for waste.

Landscaping:

The landscaping plan provided meets all prescribed landscaping requirements (§ 152.1012). The site currently has 3 overstory trees, 3 ornamental deciduous trees, and 6 shrubs. This proposal indicates the installation of 4 evergreen trees, 20 shrubs, ground cover, and several perennial plants. The landscaping plan meets the landscaping requirements as well as parking lot screening from adjacent residential property.

Architectural Standards:

Exterior facing materials for the building addition will be consistent with the existing building. The existing landscaped screening will be maintained to screen the building addition from 80th Avenue N. (§ 152.1004)

Roadways:

The site is located on the corner of Zane Ave N and 80th Ave N, with one existing access point on 80th Ave N. No additional access points are proposed.

Grading and Drainage:

There are minor proposed changes to grading on the site associated with both the building addition and parking lot expansion. A stormwater basin is proposed in the southeast corner of the property. The proposed on-site drainage meets City requirements.

Utilities:

The existing structure is already serviced by utilities, and the expansion of this pet hospital can be supported.

Variance:

Minnesota Statute requires all variance requests be evaluated and be found to meet all conditions of the three-factor test for practical difficulties (§ 462.357, subd. 6). The findings of fact are summarized below:

The first factor, a test of reasonableness, means that the landowner would like to use the property in a practical way but cannot do so under the rules of the ordinance. It does not mean that the land cannot be put to any practical use whatsoever without the variance. For example, if the variance application is for a building too close to a lot line or does not meet the required setback, the focus of the first factor is whether the request to place the building there is reasonable. *In this case:*

Applicant Submission: The applicant feels that this variance request is reasonable, as parking is a permitted use and the expansion will increase user safety and minimize overflow parking on 80th Ave N. The parking lot expansion will provide landscaping within the proposed setback to provide screening from the adjacent residential property.

Staff response: The parking lot expansion is reasonable to support the existing business.

The second factor is that the landowner's problem is due to circumstances unique to the property and not caused by the landowner. The uniqueness generally relates to the physical characteristics of the particular piece of property, to the land and not personal characteristics or preferences of the landowner. When considering the variance for a building to encroach into a setback, the focus of this factor is whether there is anything physically unique about the particular piece of property, such as sloping topography or other natural features like wetlands or trees. *In this case:*

Applicant Submission: The applicant would like to increase the hospital's size to serve the community and additional pet owners in the area in their current location at the existing high level of quality.

Staff response: The existing building is located in the eastern portion of the property and the parking lot runs along the north and west sides of the building. Given setback requirements from public rights-of-way a parking lot expansion on this property is most reasonable to the south of the existing parking lot.

The third factor is that a variance would not alter the essential character of the neighborhood. This factor is used to consider whether the resulting structure will be out of scale, out of place, or otherwise inconsistent with the surrounding area. For example, when thinking about the variance for an encroachment into a setback, the focus is how the particular building will look closer to the lot line and if that fits in with the character of the area. In this case:

Applicant Submission: The adjacent apartment building currently has bituminous pavement and a trash enclosure located within 5.3 feet of the property line where the proposed variance is requested. The requested setback of 10.3 feet exceeds the existing parking setback on the adjacent property (5.3 feet) and the 35-foot setback required adjacent to a residential use. Shrubs with a minimum height of 6 feet are proposed to provide screening from the adjacent residential property to the south. The design proposal is consistent with the current aesthetics of the area.

Staff response: The approval of this application would not alter the character of the neighborhood. The request is compatible with the intent prescribed in the comprehensive plan and zoning ordinance.

The required findings of §152.303 have been addressed and Staff recommends approval of the Site Plan Review.

The required findings of §152.307 have been addressed and Staff recommends approval of the variance request.

Conditions of Approval:

Staff recommends the adoption of a resolution subject to the following conditions as listed in Section 5 of the resolution:

- 5.01 The East exterior wall is less than ten feet to the property line; the building code will require the wall to be a fire rated wall per the 2020 MN Building Code Table 602.
- 5.02 A stormwater maintenance agreement is required and must be recorded with Hennepin County.
- 5.03 Due to the change in occupancy as a result of the building addition, the garage is now an S1. This change triggers Minnesota Rule 1306. Sprinkler shall be added. Fire alarm system to be tied in and UL compliant.
- 5.04 Architectural elevations are due at the time of building permit approval.

Primary Issues/Alternatives to Consider:

- 1. Recommend approval of the site plan and variance request as presented.
- 2. Recommend approval of the site plan and variance request with modifications.
- 3. Recommend denial the proposal based on certain findings.

Budgetary/Fiscal Issues: N/A

Attachments:

- 4.5A SITE PLAN RESOLUTION
- 4.5B VARIANCE RESOLUTION
- 4.5C VARIANCE FINDINGS OF FACT

- 4.5D LOCATION MAP
- 4.5E PLANNING COMMISSION MINUTES
- 4.5F PLAN SET

RESOLUTION #2024-

RESOLUTION APPROVING A SITE PLAN REVIEW FOR THE FOR THE CONSTRUCTION OF AN
ADDITION TO THE EXISTING STRUCTURE AT 5815 80TH AVE N

Planning Commission File #24-114

WHEREAS, Tyree & D'Angelo Partners, LLC, on behalf of Brooklyn Park Pet Hospital, has made application for a Variance under the provisions of Chapter 152 of the City Code at 5815 80th Ave North and legally described as:

LOTS 3 AND 4, BLOCK1, LOWELLS ADDITION, HENNEPIN COUNTY, MINNESOTA.

WHEREAS, the zoning of the property is B-1 – Office Park District – in which veterinary clinics are a permitted use; and

WHEREAS, the effect of the proposed use upon the health, safety, and welfare of surrounding lands, existing and anticipated traffic conditions, and its effect on the neighborhood have been considered; and

WHEREAS, the matter has been referred to the Planning Commission who held the public hearing on September 11, 2024.

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

The Site Plan Review for the construction of an addition to the existing structure is hereby approved with the following conditions:

1.00 DRAWINGS

- 1.01 Site, landscaping, and grading plans for the property on file in the City Clerk's office dated August 29, 2024 are approved, subject to conditions listed below.

2.00 BONDS, ESCROWS AND DIRECT PAYMENTS

- 2.01 A Development Contract and bonding shall be required as a development bond or letter of credit in the amount of **\$118,700.00**, a cash bond in the amount of **\$6,200.00**, and a developer's escrow in the amount of **\$3,700.00** as required by Chapter 152. The developer's escrow must be posted with the City to cover engineering, legal and administrative costs incurred by the City. If this account becomes deficient, it shall be the developer's responsibility to deposit additional funds. This must be done before final bonding obligations are complete.

3.00 REQUIRED DOCUMENTS

- 3.01 All utility construction, drainage, grading and development plans must be approved by the City Engineer prior to receiving a building permit.

4.00 GENERAL CONDITIONS

- 4.01 It shall be the developer's responsibility to keep active and up to date the developer's contract and financial surety (Letter of Credit, bonds, etc.). These documents must remain active until the developer has been released from any further obligation by City Council motion received in writing from the Engineering Department.

- 4.02 Before final bonding obligations are released, a certificate signed by a registered engineer must be provided. This certificate will state that all final lot and building grades are in conformance to drainage development plan(s) approved by the City Engineer.
- 4.03 No burying of construction debris shall be permitted on the site.
- 4.04 Dust control and erosion measures must be in place to prevent for dust and erosion including, but not limited to, daily watering, silt fences, and seeding. The City Engineer may impose measures to reduce dust and run-off.
- 4.05 Adequate dumpsters must be on site during construction. When full, they must be emptied immediately or replaced with an empty dumpster.
- 4.06 Signs must conform to the requirements of Chapter 150. The sign plans will be approved by staff to verify code compliance at time of building permit.

5.00 CONDITIONS

- 5.01 The East exterior wall is less than ten feet to the property line, the building code will require the wall to be a fire rated wall per the 2020 MN Building Code Table 602.
- 5.02 A stormwater maintenance agreement is required and must be recorded with Hennepin County.
- 5.03 Due to the change in occupancy as a result of the building addition the garage is now an S1. This change triggers Minnesota Rule 1306. Sprinkler shall be added. Fire alarm system to be tied in and UL compliant.
- 5.04 Architectural elevations are due at the time of building permit approval.

RESOLUTION #2024-

RESOLUTION ADOPTING FINDINGS OF FACT FOR THE APPROVAL OF A VARIANCE REQUEST FOR A PARKING LOT SETBACK OF 10.3 FEET, A DEVIATION OF 24.7 FEET FROM THE REQUIRED 35 FEET FROM AN ADJACENT RESIDENTIAL USE AT 5815 80TH AVE N.

Planning Commission File #24-114

WHEREAS, Tyree & D'Angelo Partners, LLC, on behalf of Brooklyn Park Pet Hospital, has made application for a Variance under the provisions of Chapter 152 of the City Code at 5815 80th Ave North and legally described as:

LOTS 3 AND 4, BLOCK1, LOWELLS ADDITION, HENNEPIN COUNTY, MINNESOTA.

WHEREAS, the matter has been referred to the Planning Commission who have given their advice and recommendation to the City Council; and

WHEREAS, the variance request for the setback of the parking lot expansion would require a deviation from City Code Chapter 152, Section 152.1019(B) to exceed the allowable setback for parking lots adjacent to a residential use; and

WHEREAS, the Planning Commission held a public hearing on September 11, 2024; and

WHEREAS, Minnesota Statute Section 462.357, subd. 6 provides:

1. Variances shall only be permitted (a) when in harmony with the general purposes and intent of the ordinance, and (b) when the variances are consistent with the comprehensive plan.
2. Variances may be granted when the applicant for the variance establishes that there are practical difficulties in complying with the zoning ordinance. "Practical difficulties", as used in connection with the granting of a variance, means that (a) the property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance; (b) the plight of the landowner is due to circumstances unique to the property not created by the landowner; and (c) the variance, if granted, will not alter the essential character of the locality.

WHEREAS, the effect of the proposed use upon the health, safety and welfare of surrounding lands and existing and anticipated effects on the neighborhood have been considered; and

WHEREAS, the Planning Commission has reviewed the variance request for a parking lot setback decrease from 35 feet to 10.3 feet, and finds the request:

1. Is not in conflict with the purposes and intent of the ordinance and comprehensive plan.
2. The parking lot expansion is reasonable to support the existing business.
3. Given setback requirements from public rights-of-way a parking lot expansion on this property is most reasonable to the south of the existing parking lot.
4. The approval of this application would not alter the character of the neighborhood.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BROOKLYN PARK, MINNESOTA that:

The application to issue a variance for the construction of a parking lot expansion with a setback of 10.3 feet from the adjacent residential use would require a deviation from City Code Chapter 152, Section 152.1019(B) to exceed the allowable setback for parking lots adjacent to residential uses, is hereby approved.

The petitioner shall be required to record a copy of this resolution with the Hennepin County Recorder and to pay all fees for said recording. Proof of said recording shall be filed promptly with the City.

Brooklyn Park Pet Hospital

5815 80th Avenue North, Brooklyn Park, MN 55443

Application for Consideration of Planning Request – Variance to the Zoning Code

July 12, 2024

Variance From Rear Parking Setback Requirement From Residential Uses

Applicable to Section:

Section 152.1117.B(1) PARKING AREA DESIGN

Description of Request:

A variance is requested from the parking area rear setback when adjacent to a residential use which is 35'. The project proposes a 10.3' rear setback to the adjacent property to the south which is zoned R6 – Multiple Family Residential District.

Reason for Request:

Section 152.034 VARIANCE of the City Code outlines the review standards for a which a variance may be granted based on the following:

1. The property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance.

Applicant Response: The owner will not be changing the use of the property from how it is used today. The proposed parking layout is an extension of the current parking lot with no changes to vehicle circulation patterns. Landscaping consisting of shrubs with a minimum height of 6' will be provided within the proposed setback to provide screening from the adjacent residential property to the south. Providing additional parking stalls on-site is a reasonable request for pet hospital use as parking is a permitted use. Providing the stalls on-site will increase user safety and minimize the amount of overflow parking on the adjacent public road (80th Avenue North).

2. The plight of the landowner is due to circumstances unique to the property and not created by the landowner.

Applicant Response: Brooklyn Park Pet Hospital has been a solid corporate citizen for the last 20+ years and would like to continue to grow in the community. The current building size no longer serves the community need. The pet industry has changed over the last two decades with increased technology and services, along with additional pet owners in the area. We would like to increase the hospital's size, to continue to serve the community, in our current location, at the high level of quality we have in the past.

3. Granting of the variance will not alter the essential character of the area or neighborhood where the property is located.

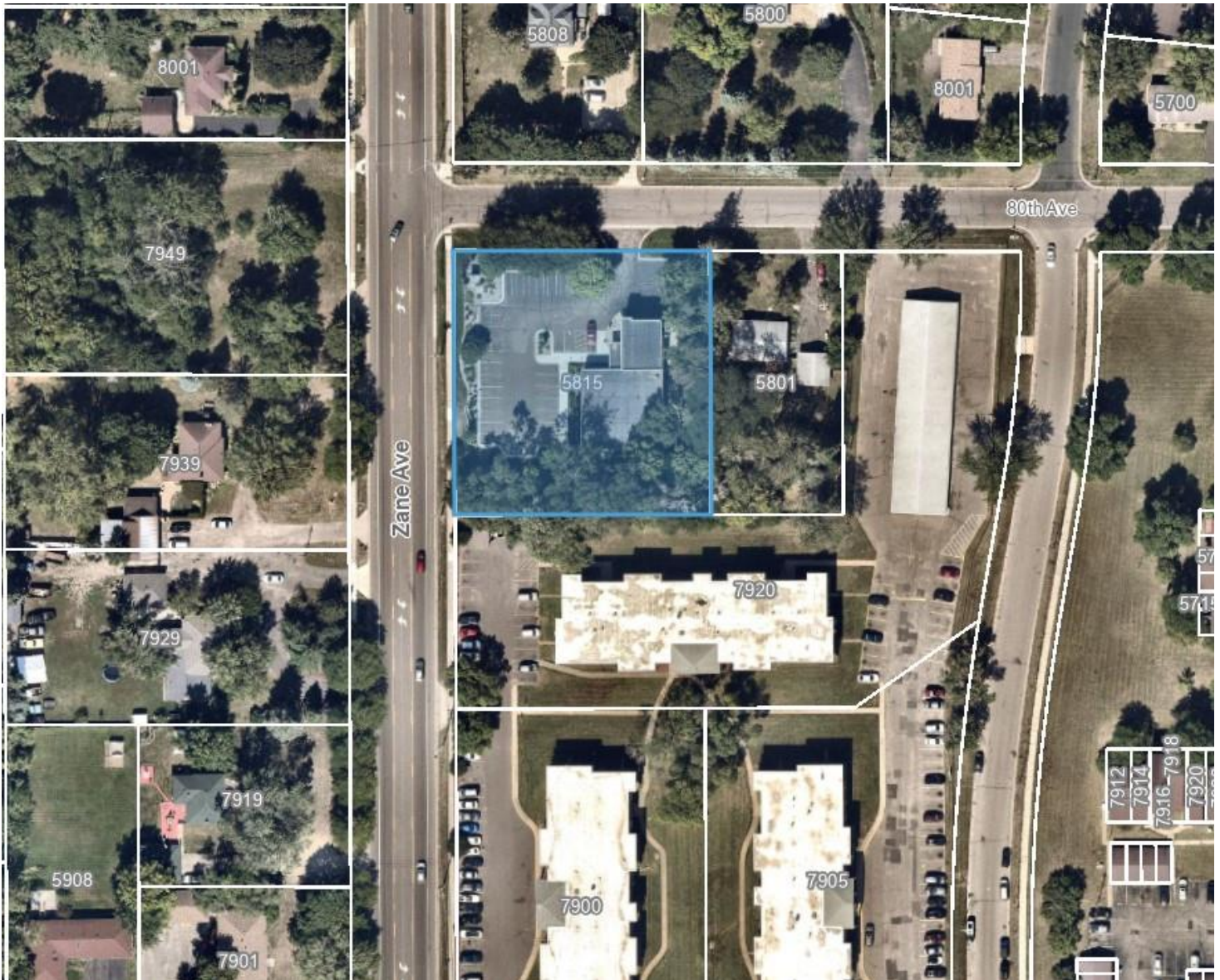
Applicant Response: The adjacent property to the south is zoned R6 - Multiple Family Residential District and consists of multiple 3 story apartment buildings. The adjacent property currently has bituminous pavement and a trash enclosure located within 5.3' of the property line where the proposed variance is being requested. The proposed parking setback on the Brooklyn Park Pet Hospital site (10.3') exceeds the existing parking setback on the adjacent residential property (5.3'). The design proposal is consistent with the current aesthetics of the area. Shrubs with a minimum height of 6' are proposed to provide screening from the adjacent residential property to the south.

4. Economic considerations alone do not constitute practical difficulties.

Applicant Response: Expanding the parking lot as proposed is the most feasible location to maintain current function and circulation of the site. Cost was not a factor in the determination of the location of the proposed parking expansion. Alternate parking expansion locations on site do not provide significant savings in regards to construction costs.

5. There is inadequate access to direct sunlight for a solar energy system.

Applicant Response: Inadequate access to direct sunlight for a solar energy system is not applicable to this request.



Site Plan Review; Zoning Code Variance
Case #24-114 – Brooklyn Park Pet Hospital
Area of Request (August 2023 Air Photo)
5815 80th Ave N

Brooklyn Park 



**UNAPPROVED MINUTES****MINUTES OF THE BROOKLYN PARK PLANNING COMMISSION
Regular Meeting – SEPTEMBER 11, 2024****6. PUBLIC HEARING****A. Planning Case #24-114 (Brooklyn Park Pet Hospital) – 6001 5815 80th Avenue N – Site Plan Review and Zoning Code Variance Request Application.**

Senior Planner McDermott introduced the application for a site plan review and variance request from Brooklyn Park Animal Hospital for a 900-square-foot addition to the existing building. They provided details on the site, adjacent uses, and zoning. They stated that the proposed addition would be on the east side and an existing stand of trees would screen the addition. They noted that eight additional parking stalls would be added that are much needed. They explained that the setback reduction for the parking lot would not impact the adjacent use as that also has a parking lot on that side of the property line.

Commission Chair Cavin opened the public hearing.

Seeing no one approach the podium, Commission Chair Cavin closed the public hearing.

Commissioner Borer asked if the current parking lot connects to the neighboring lot.

Senior Planner McDermott stated that there would still be distance between the parking lots. They explained that the setback for a business use adjacent to residential is 30 feet, but staff supports a reduction of that setback because it is not the apartment building that is directly adjacent, but its parking lot.

Commission Chair Cavin asked how the space would be utilized.

Jeff Smith, applicant, stated that the additional space will create a few additional exam rooms and will allow them to continue to serve the community. He stated that they would provide the same services, just with a little more space as demand for their services has increased.

Commissioner Arah asked if four parking stalls would be removed to add the building space.

Mr. Smith explained that no parking stalls will be removed as the addition will be on the other side of the building and they will actually be adding eight spaces.

Commission Chair Cavin asked if there were any comments from the fire department.

Senior Planner McDermott replied that the fire department did require a firewall.

Commission Chair Cavin asked for details on the trees proposed for removal.

Senior Planner McDermott replied that even with the removal of the trees as proposed, the site would still have more trees than required.

Commissioner Gaye-Bai asked if this space is already owned by the applicant or recently purchased.

Senior Planner McDermott replied that this property is already owned by the applicant.

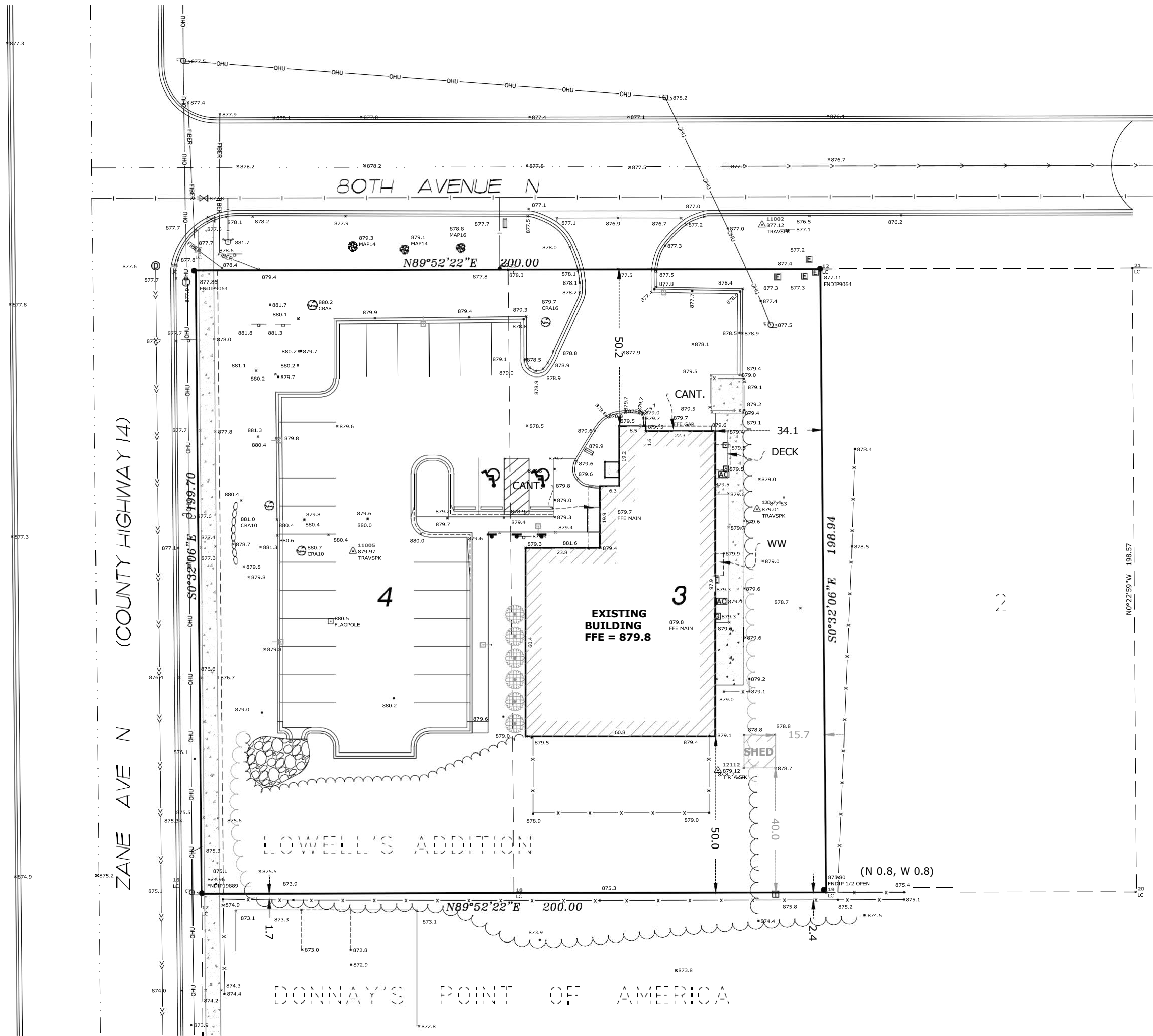
MOTION WAKO, SECOND ARAH TO RECOMMEND APPROVAL OF SITE PLAN REVIEW FOR THE CONSTRUCTION OF AN ADDITION TO THE EXISTING STRUCTURE AT 5815 80TH AVENUE N, SUBJECT TO CONDITIONS IN THE DRAFT RESOLUTION.

MOTION CARRIED UNANIMOUSLY.

MOTION WAKO, SECOND TURNER TO ADOPT FINDINGS OF FACT FOR THE APPROVAL OF A VARIANCE REQUEST FOR A PARKING LOT EXPANSION, SUBJECT TO THE CONDITIONS IN THE DRAFT RESOLUTION.

MOTION CARRIED UNANIMOUSLY.

NOTE:
EXISTING CONDITIONS INFORMATION SHOWN IS FROM A SURVEY PREPARED BY E. G. RUD & SONS, DATED JUNE 2, 2021, AND PROPOSED BROOKLYN PARK PET HOSPITAL PLANS PREPARED BY LOUCKS, DATED 08/11/2021. EXISTING CONDITIONS BASED ON PROPOSED PLANS HAS NOT BEEN VERIFIED. IF EXISTING CONDITIONS DIFFER FROM PROPOSED PLANS, CONTRACTOR TO INFORM ENGINEER OF ACTUAL SITE CONDITIONS.



LEGEND	
EXISTING	PROPOSED

DESCRIPTION OF PROPERTY SURVEYED

LOTS 3 AND 4, LOWELL'S ADDITION HENNEPIN COUNTY, MINNESOTA.

EXISTING CONDITIONS GENERAL NOTES

- THE INFORMATION SHOWN ON THIS EXISTING CONDITIONS PLAN WAS PREPARED FROM A CERTIFICATE OF SURVEY PREPARED BY E.G. RUD & SONS, INC. DATED JUNE 2, 2021 AND PROPOSED BROOKLYN PARK PET HOSPITAL PLANS PREPARED BY LOUCKS, DATED 08/11/2021. EXISTING CONDITIONS BASED ON PROPOSED PLANS HAS NOT BEEN VERIFIED. IF EXISTING SITE CONDITIONS DIFFER FROM PROPOSED PLANS, CONTRACTOR TO INFORM ENGINEER OF ACTUAL SITE CONDITIONS.
- THE BEARINGS FOR THIS SURVEY ARE BASED ON HENNEPIN COUNTY DATUM.
- WE HAVE SHOWN BURIED STRUCTURES AND UTILITIES ON AND/OR SERVING THE SITE TO THE BEST OF OUR ABILITY, SUBJECT TO THE FOLLOWING RESTRICTIONS:
 - UTILITY OPERATORS DO NOT CONSISTENTLY RESPOND TO LOCATE REQUESTS THROUGH THE GOPHER STATE ONE CALL SERVICE FOR BOUNDARY AND LOCATION PURPOSES SUCH AS THIS.
 - THOSE UTILITY OPERATORS THAT DO RESPOND, OFTEN WILL NOT LOCATE SERVICES FROM THE MAIN LINE TO THE CUSTOMER'S STRUCTURE OR FACILITY - THEY CONSIDER THOSE SEGMENTS PRIVATE INSTALLATIONS THAT ARE OUTSIDE OF THEIR JURISDICTION. IF A PRIVATE SERVICE TO AN ADJOINER'S SITE CROSSES THIS SITE OR A SERVICE TO THIS SITE CROSSES AN ADJOINER, IT MAY NOT BE LOCATED SINCE MOST OPERATORS WILL NOT MARK SUCH "PRIVATE" SERVICES.
 - MAPS PROVIDED BY UTILITY OPERATORS, EITHER ALONG WITH A FIELD LOCATION OR IN LIEU OF SUCH A LOCATION, ARE VERY OFTEN INACURATE OR INCONCLUSIVE. MAPS PROVIDED BY UTILITY OPERATORS ARE VERY OFTEN AT A VERY SMALL SCALE, OR NO SCALE.
 - EXTREME CAUTION MUST BE EXERCISED BEFORE AN EXCAVATION TAKES PLACE ON OR NEAR THE SITE. BEFORE DIGGING, YOU ARE REQUIRED BY LAW TO NOTIFY GOPHER STATE ONE CALL AT LEAST 48 HOURS IN ADVANCE AT 651-454-0002.
 - UTILITY INFORMATION SHOWN ON THIS PLAN, SUCH AS NATURAL GAS, ELECTRIC LINES, TELEPHONE LINES, FIBER OPTIC LINES, CABLE TELEVISION LINES, UNDERGROUND PIPELINES, ETC. WAS SUPPLIED OR LOCATED BY GOPHER STATE ONE CALL, TICKET NUMBERS INSERT FROM SURVEY.
 - SNOW AND ICE CONDITIONS DURING WINTER MONTHS MAY OBSCURE OTHERWISE VISIBLE EVIDENCE OF A BURIED STRUCTURE OR UTILITY.

PROJECT BENCHMARK

SITE BENCHMARK: MNDOT POINT NW 21 11 21 MN053 WITH AN ELEVATION OF 873.17 (NAVD 88).

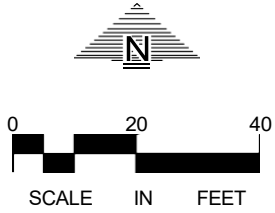


CALL BEFORE YOU DIG!
Gopher State One Call
TWIN CITY AREA: 651-454-0002
TOLL FREE: 1-800-252-1166

WARNING:

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

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



**BROOKLYN PARK
PET HOSPITAL
ADDITION**

BROOKLYN PARK, MINNESOTA

BROOKLYN PARK
PET HOSPITAL

5815 80TH AVENUE NORTH
BROOKLYN PARK, MN 55443

LOUCKS
PLANNING
CIVIL ENGINEERING
LAND SURVEYING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL

7200 Hemlock Lane, Suite 300
Maple Grove, MN 55369
763.424.5505
www.loucksinc.com

CADD QUALIFICATION

CADD files prepared by the Consultant for this project are instruments of the Consultant professional services for use solely with respect to this project. These CADD files shall not be used on other projects, for additions to this project, or for completion of this project by others without written approval by the Consultant. With the Consultant's approval, others may be permitted to obtain copies of the CADD drawing files for information and reference only. All intentional or unintentional revisions, additions, or deletions to these CADD files shall be made at the full risk of that party making such revisions, additions or deletions and that party shall hold harmless and indemnify the Consultant from any & all responsibilities, claims, and liabilities.

SUBMITTAL/REVISIONS

07/15/2024 CITY SUBMITTAL
08/29/2024 CITY RESUBMITTAL

PROFESSIONAL SIGNATURE

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.

License No. 150814 Mon - PE 58688
Date XX/XX/2024

QUALITY CONTROL

Loucks Project No. 21407B
Project Lead ZBM
Drawn By SJH
Checked By ZBM
Review Date 08/26/2024

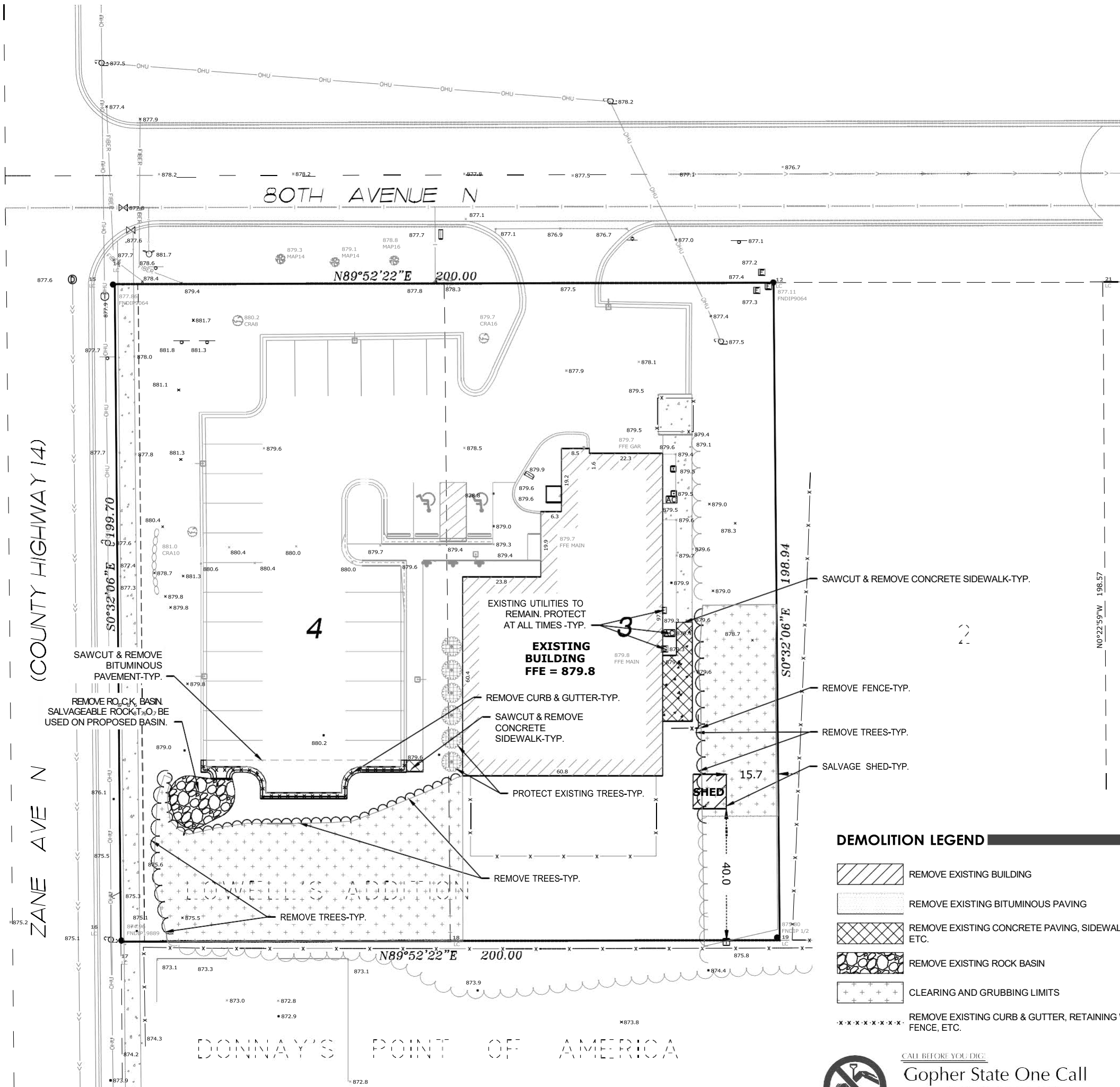
SHEET INDEX

C1-1 EXISTING CONDITIONS
C1-2 SITE DEMOLITION PLAN
C2-1 SITE PLAN
C3-1 GRADING AND EROSION CONTROL PLAN
C8-1 CIVIL DETAILS
L1-1 LANDSCAPE PLAN
L2-1 LANDSCAPE DETAILS

**EXISTING
CONDITIONS**

C1-1

NOTE:
EXISTING CONDITIONS INFORMATION SHOWN IS FROM A SURVEY PREPARED BY E. G. RUD & SONS, DATED JUNE 2, 2021, AND PROPOSED BROOKLYN PARK PET HOSPITAL PLANS PREPARED BY LOUCKS, DATED 08/11/2021. EXISTING CONDITIONS BASED ON PROPOSED PLANS HAS NOT BEEN VERIFIED. IF EXISTING CONDITIONS DIFFER FROM PROPOSED PLANS, CONTRACTOR TO INFORM ENGINEER OF ACTUAL SITE CONDITIONS.



LEGEND	
EXISTING	PROPOSED

SITE DEMOLITION NOTES

- CONTRACTOR SHALL REMOVE AND/OR RELOCATE EXISTING PRIVATE UTILITIES AS NECESSARY. CONTRACTOR TO COORDINATE ACTIVITIES WITH UTILITY COMPANIES & OWNER.
- CLEAR AND GRUB AND REMOVE ALL TREES NOTED FOR REMOVAL, VEGETATION AND SITE DEBRIS WITHIN CONSTRUCTION LIMITS PRIOR TO GRADING. STRIP TOP SOIL AND STOCKPILE ON-SITE. ALL REMOVED MATERIAL SHALL BE HAULED FROM THE SITE DAILY. ALL CLEARING AND GRUBBING AND REMOVALS SHALL BE PERFORMED PER THE CONTRACT SPECIFICATIONS. EROSION CONTROL MEASURES SHALL BE IMMEDIATELY ESTABLISHED UPON REMOVAL. SEE THE GRADING & EROSION CONTROL PLAN.
- CONTRACTOR SHALL PROTECT SURFACE AND SUBSURFACE FEATURES NOT NOTED FOR REMOVAL. CONTRACTOR TO NOTIFY ENGINEER WITH ANY CONFLICTS OR PLAN DISCREPANCIES.
- CONTRACTOR TO SCHEDULE PRE-CONSTRUCTION MEETING(S) WITH UTILITY OWNER(S) TO DISCUSS DISCONNECTIONS AND/OR RELOCATIONS.
- CONTRACTOR TO VERIFY LOCATION OF SEPTIC FIELD(S) & WELL(S) ON SITE. COORDINATE REMOVALS AND/OR ABANDONMENT WITH THE APPLICABLE GOVERNING AGENCIES. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING APPLICABLE PERMITS. WELLS ON THE PROPERTY SHALL BE SEALED BY A MINNESOTA DEPARTMENT OF HEALTH (MDH) LICENSED CONTRACTOR.
- BITUMINOUS PAVEMENT REMOVALS ARE TO BE MADE TO A VERTICAL SAW CUT OR TO A NEAT MILLED EDGE.
- CONCRETE PAVEMENT, SIDEWALK, CURB & GUTTER AND OTHER POURED CONCRETE ITEMS ARE TO BE REMOVED TO AN EXISTING EXPANSION OR CONTRACTION JOINT. SAW CUT AS NECESSARY FOR A NEAT EDGE OF REMOVAL.
- ANY DAMAGE TO ITEMS NOT NOTED TO BE REMOVED SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE REPAIRED OR REPLACED TO ORIGINAL CONDITION WITH NO ADDITIONAL COMPENSATION.
- CONTRACTOR SHALL COORDINATE ALL WORK WITHIN THE PUBLIC RIGHT OF WAY WITH THE APPLICABLE GOVERNING AGENCIES. ALL WORK SHALL BE PERFORMED PER THE REQUIREMENTS OF THE APPLICABLE GOVERNING AGENCIES.
- CONTRACTOR TO COORDINATE ALL WORK WITHIN THE ADJACENT PROPERTIES WITH THE OWNER AND ADJACENT PROPERTY OWNER.
- CONTRACTOR TO COORDINATE DEMOLITION PHASING WITH ALL DISCIPLINES INCLUDING BUT NOT LIMITED TO ARCHITECTURAL, STRUCTURAL, ELECTRICAL, MECHANICAL, & OWNER.
- THE CONTRACTOR SHALL COORDINATE WITH THE OWNER FOR ANY REPAIRS TO THE IRRIGATION SYSTEM THAT IS AFFECTED DURING CONSTRUCTION.

DEMOLITION LEGEND

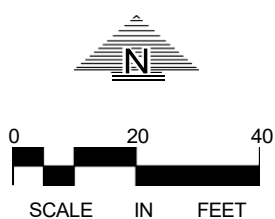
	REMOVE EXISTING BUILDING
	REMOVE EXISTING BITUMINOUS PAVING
	REMOVE EXISTING CONCRETE PAVING, SIDEWALKS, ETC.
	REMOVE EXISTING ROCK BASIN
	CLEARING AND GRUBBING LIMITS
	REMOVE EXISTING CURB & GUTTER, RETAINING WALLS, FENCE, ETC.



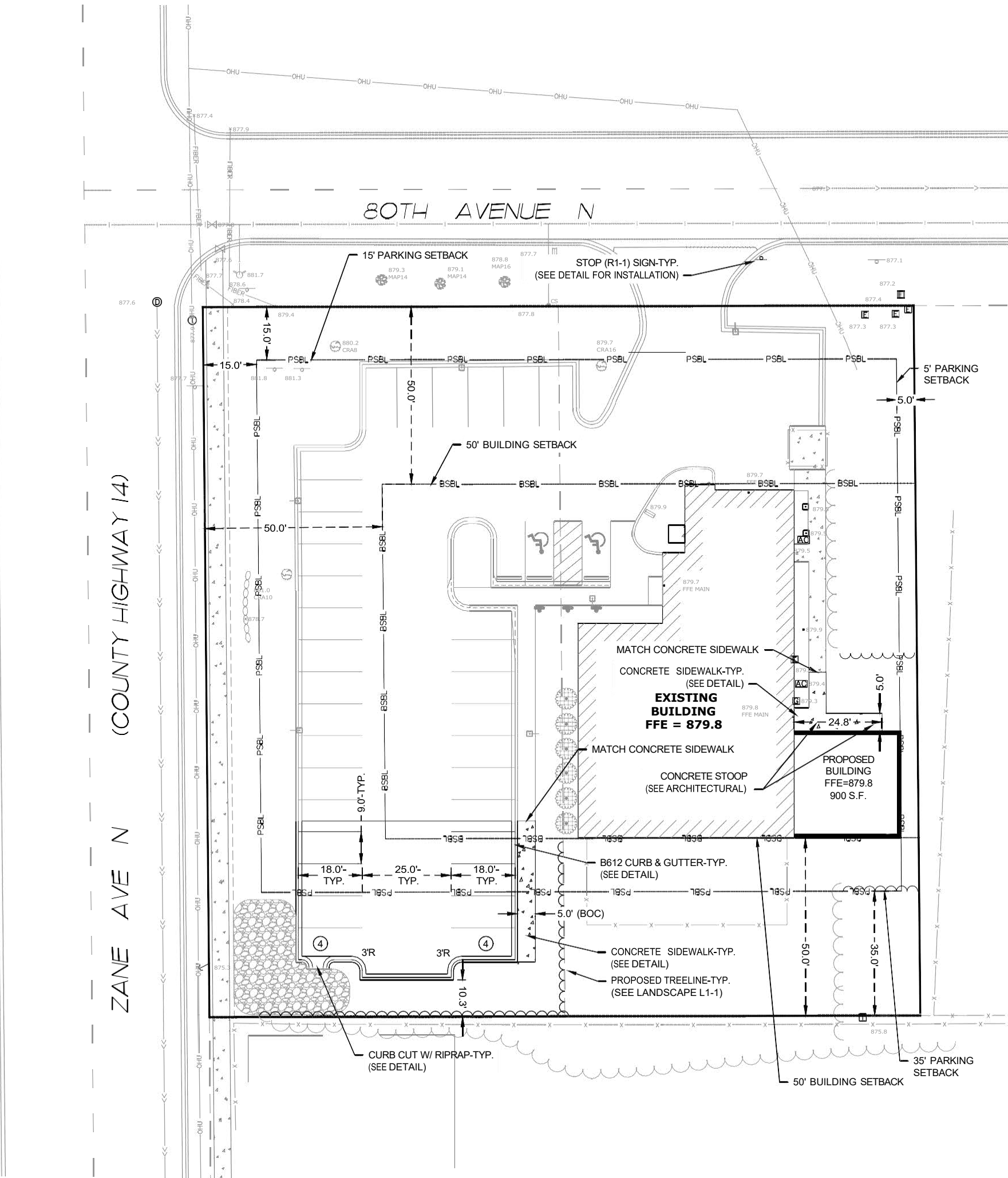
CALL BEFORE YOU DIG
Gopher State One Call
TWIN CITY AREA: 651-454-0002
TOLL FREE: 1-800-552-1166

WARNING:

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NOTE:
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SITE NOTES

- ALL PAVING, CONCRETE CURB, GUTTER AND SIDEWALK SHALL BE FURNISHED AND INSTALLED IN ACCORDANCE WITH THE DETAILS SHOWN PER THE DETAIL SHEET(S) AND APPLICABLE GOVERNING AGENCY REQUIREMENTS.
- ACCESSIBLE PARKING AND ACCESSIBLE ROUTES SHALL BE PROVIDED PER CURRENT ADA STANDARDS AND APPLICABLE GOVERNING AGENCY REQUIREMENTS.
- ALL CURB DIMENSIONS SHOWN ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
- ALL BUILDING DIMENSIONS ARE TO THE OUTSIDE FACE OF WALL UNLESS OTHERWISE NOTED.
- BITUMINOUS IMPREGNATED FIBER BOARD TO BE PLACED AT FULL DEPTH OF CONCRETE ADJACENT TO EXISTING STRUCTURES AND BEHIND CURB ADJACENT TO DRIVEWAYS AND SIDEWALKS.
- SEE PHOTOMETRICS PLAN FOR SITE LIGHTING.

SIGNAGE AND STRIPING NOTES

- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SITE SIGNAGE AND STRIPING AS SHOWN ON THIS PLAN.
- CONTRACTOR SHALL PAINT ALL ACCESSIBLE STALLS, LOGOS AND CROSS HATCH LOADING AISLES WITH WHITE PAVEMENT MARKING PAINT, 4" IN WIDTH.
- CONTRACTOR SHALL PAINT ANY/ALL DIRECTIONAL TRAFFIC ARROWS, AS SHOWN, IN WHITE PAINT.
- ALL SIGNAGE SHALL INCLUDE POST, CONCRETE FOOTING AND STEEL CASING WHERE REQUIRED.
- ALL SIGNAGE NOT PROTECTED BY CURB, LOCATED IN PARKING LOT OR OTHER PAVED AREAS TO BE PLACED IN STEEL CASING, FILLED WITH CONCRETE AND PAINTED YELLOW. REFER TO DETAIL(S).
- ANY/ALL STOP SIGNS TO INCLUDE A 24" WIDE PAINTED STOP BAR IN WHITE PAINT, PLACED AT THE STOP SIGN LOCATION. A MINIMUM OF 4' FROM CROSSWALK IF APPLICABLE. ALL STOP BARS SHALL EXTEND FROM DIRECTIONAL TRANSITION BETWEEN LANES TO CURB.
- ALL SIGNS TO BE PLACED 18" BEHIND BACK OF CURB UNLESS OTHERWISE NOTED.

SITE DATA

CURRENT ZONING: B1-OFFICE PARK DISTRICT
PROPOSED ZONING: B1-OFFICE PARK DISTRICT

PROPERTY AREA (GROSS): 0.88± AC

EXISTING IMPERVIOUS (TOTAL SITE): 0.46± AC (52%)
PROPOSED IMPERVIOUS (TOTAL SITE): 0.53± AC (60%)

DISTURBED AREA: 0.17± AC

YARD (BUILDING) SETBACKS:

SIDE / REAR (ADJACENT TO RESIDENTIAL USE) 50 FT MINIMUM
SIDE / REAR (OTHER) 0 FT MINIMUM
PUBLIC RIGHT-OF-WAY 50 FT MINIMUM

OFF-STREET PARKING SETBACKS:

SIDE / REAR (ADJACENT TO RESIDENTIAL USE) 35 FT MINIMUM (VARIANCE REQUESTED)
SIDE / REAR (OTHER) 5 FT MINIMUM
PUBLIC RIGHT-OF-WAY 15 FT MINIMUM

ACCESSIBLE PARKING

EXISTING ACCESSIBLE PARKING: 2 STALLS
PROPOSED SURFACE ACCESSIBLE PARKING: 0 STALLS
TOTAL 2 STALLS

REQUIRED ACCESSIBLE PARKING: 2 STALLS**

**REQUIRED MINIMUM NUMBER OF ACCESSIBLE SPACES FOR 26 TO 50 STALLS

OFF-STREET PARKING CALCULATIONS

EXISTING PARKING = 31 STALLS
PARKING REMOVED = -0 STALLS
PROPOSED SURFACE PARKING = 8 STALLS
TOTAL PARKING PROVIDED = 39 STALLS

PARKING REQUIRED = 1 STALL PER 150 SF OF GROSS FLOOR AREA
= 900 SF ADDITION / 150 SF
= 6 ADDITIONAL STALLS

ADDITIONAL PARKING PROVIDED = 8 STALLS

LEGEND

EXISTING	PROPOSED

CURB TYPES

B612 CURB & GUTTER (STANDARD)

NOTE:
SEE CURB & GUTTER DETAILS ON SHEET C8-1.

PAVEMENT TYPES

CONCRETE SIDEWALK

BITUMINOUS PAVEMENT

NOTE:
SEE PAVEMENT SECTIONS ON SHEET C8-1 FOR TYPE AND DEPTH INFORMATION.

4.5F PLAN SET

Page 15

BROOKLYN PARK PET HOSPITAL ADDITION

BROOKLYN PARK, MINNESOTA

BROOKLYN PARK PET HOSPITAL

5815 80TH AVENUE NORTH
BROOKLYN PARK, MN 55443

LOUCKS
PLANNING
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SUBMITTAL/REVISIONS

07/15/2024 CITY SUBMITTAL
08/29/2024 CITY RESUBMITTAL

PROFESSIONAL SIGNATURE

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.

License No. 121407B Moen - PE 58688
Date XX/XX/2024

QUALITY CONTROL

Loucks Project No. 21407B
Project Lead ZBM
Drawn By SJH
Checked By ZBM
Review Date 08/26/2024

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L1-1 LANDSCAPE PLAN
L2-1 LANDSCAPE DETAILS

SITE PLAN

C2-1



CALL BEFORE YOU DIG

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IWIN CITY AREA: 651-454-0002
TOLL FREE: 1-800-252-1166

WARNING:

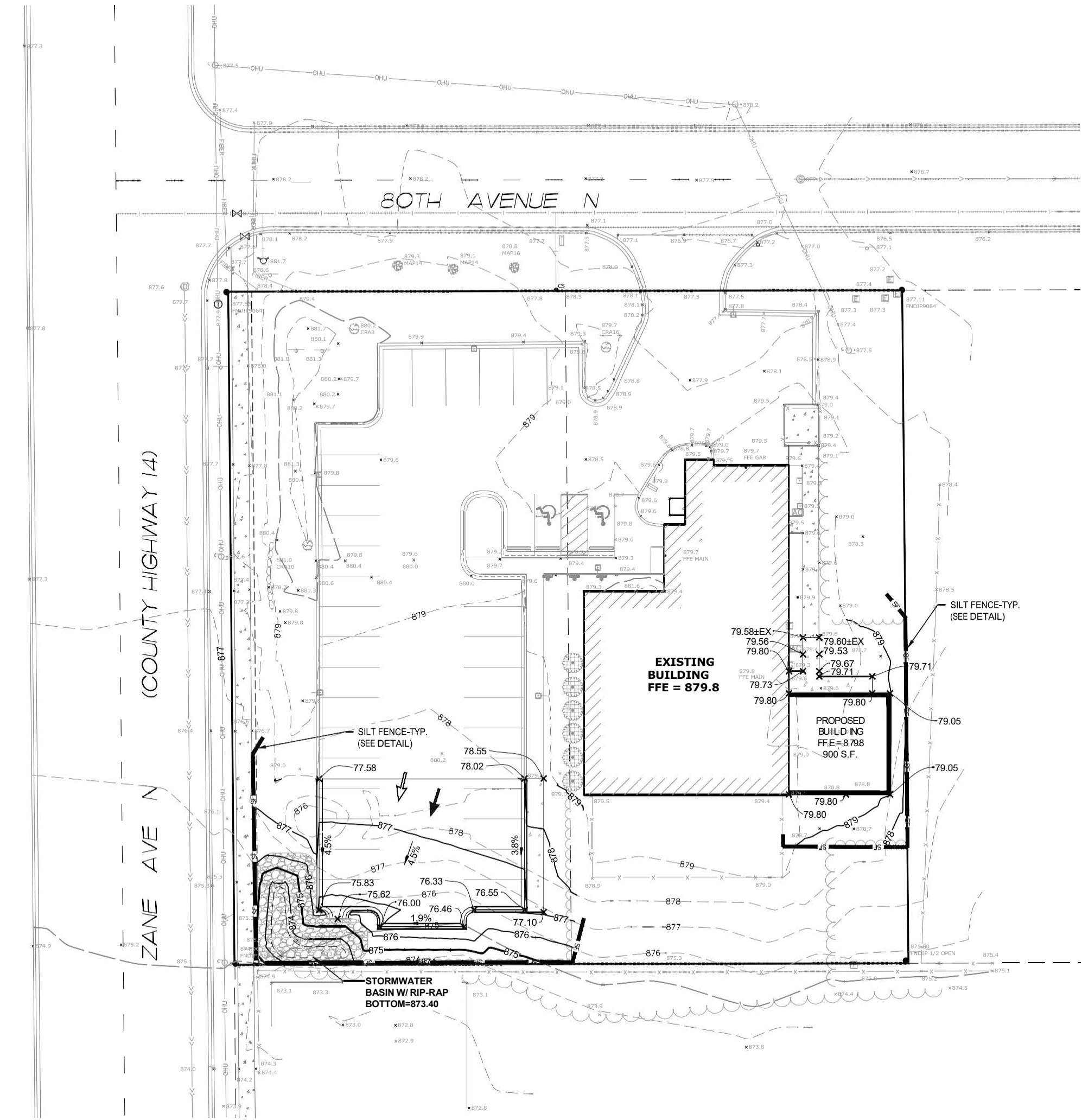
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0 20 40
SCALE IN FEET

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GRADING, DRAINAGE & EROSION CONTROL NOTES

- SPOT ELEVATIONS REPRESENT FINISHED SURFACE GRADES, GUTTER/FLOW LINE, FACE OF BUILDING, OR EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
- ALL ACCESSIBLE ROUTES SHALL BE CONSTRUCTED WITH A CROSS SLOPE NOT EXCEEDING 2% AND A RUNNING SLOPE NOT EXCEEDING 5%.
- AT TURNING POINTS ALONG THE ACCESSIBLE ROUTE THE PAVEMENT SHALL NOT EXCEED 2% IN ANY DIRECTION FOR AN AREA 60" IN DIAMETER.
- ALL PUBLIC SIDEWALKS SHALL BE CONSTRUCTED WITH A CROSS SLOPE NOT EXCEEDING 2% AND A RUNNING SLOPE NOT EXCEEDING 5%.
- CATCH BASINS AND MANHOLES IN PAVED AREAS SHALL BE SUMPED 0.04 FEET. ALL CATCH BASINS IN GUTTERS SHALL BE SUMPED 0.16 FEET. RIM ELEVATIONS SHOWN ON PLANS DO NOT REFLECT SUMPED ELEVATIONS.
- REFER TO GEOTECHNICAL EVALUATION REPORT OR CONSULT GEOTECHNICAL ENGINEER, FOR AN EXISTING SUBSURFACE SITE CONDITION ANALYSIS AND CONSTRUCTION RECOMMENDATIONS INCLUDING BUT NOT LIMITED TO:
 - REUSE OF ON-SITE SOILS
 - GROUNDWATER AND RECOMMENDATIONS FOR EXCAVATION DEWATERING.
 - SITE GRADING AND SUBGRADE PREPARATION.
 - PAVEMENTS AND EXTERIOR SLABS
 - TRENCH EXCAVATION AND BACKFILL.
 - EXTERIOR UTILITY SUPPORTS.
 - FROST PROTECTION.
- GRADING, INCLUDING BUT NOT LIMITED TO EXCAVATION AND BACKFILL, OF THE INFILTRATION AREA(S) SHALL BE ACCOMPLISHED USING LOW-IMPACT EARTH-MOVING EQUIPMENT TO PREVENT COMPACTION OF THE UNDERLYING SOILS. SMALL TRACKED DOZERS AND BOBCATS WITH RUNNER TRACKS ARE RECOMMENDED. NO WHEELED MACHINES SHALL BE USED.
- SOIL BENEATH THE INFILTRATION AREA(S) SHALL BE RIPPED WITH A TOOTHED BUCKET TO REMOVE SOIL INTERFACE PRIOR TO BACKFILL.
- ALL DISTURBED UNPAVED AREAS ARE TO RECEIVE MINIMUM OF 4 INCHES OF TOP SOIL AND SEED/MULCH OR SOD. THESE AREAS SHALL BE WATERED/MAINTAINED BY THE CONTRACTOR UNTIL VEGETATION IS ESTABLISHED. REFER TO THE LANDSCAPE PLANS, DETAILS AND SPECIFICATIONS FOR FINAL SITE STABILIZATION.
- STREETS MUST BE CLEANED AND SWEEPED WHENEVER TRACKING OF SEDIMENTS OCCURS AND BEFORE SITES ARE LEFT IDLE FOR WEEKENDS AND HOLIDAYS. A REGULAR SWEEPING SCHEDULE MUST BE ESTABLISHED.
- DUST MUST BE ADEQUATELY CONTROLLED.
- SEE SITE PLAN FOR CURB AND BITUMINOUS TAPER LOCATIONS.
- REFERENCE ARCHITECTURAL AND STRUCTURAL DRAWINGS FOR BUILDING ELEVATIONS.
- THE CONTRACTOR ALONG WITH THE OWNER SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM GOVERNING AUTHORITIES, INCLUDING ANY CITY PERMITS AND THE NPDES PERMIT.
- INSTALL EROSION CONTROL AND TREE PROTECTION MEASURES BEFORE BEGINNING SITE GRADING ACTIVITIES. SOME EROSION CONTROLS SUCH AS BALE CHECKS AND TEMPORARY SILT PONDS MAY BE INSTALLED AS GRADING OCCURS IN SPECIFIC AREAS. MAINTAIN EROSION CONTROLS THROUGHOUT THE GRADING PROCESS AND REMOVE WHEN TURF HAS BEEN ESTABLISHED.
- PER NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM/STATE DISPOSAL SYSTEM (NPDES/SDS) REQUIREMENTS, THE WASHOUT AND CLEANOUT OF STUCCO, PAINT, CONCRETE, FORM RELEASE OILS, CURING COMPOUNDS, AND OTHER CONSTRUCTION MATERIALS SHALL BE PROPERLY CONTAINED AND DISPOSED OF. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND USING APPROVED METHODS OF CONTAINMENT SUCH AS PRE-FABRICATED WASHOUT CONTAINERS, CONCRETE WASHOUT TOTE, READY MIX TRUCKS WITH SELF-CONTAINED CHUTE CLEANOUT, ETC.
- CONTRACTOR SHALL PROVIDE AS-BUILT INFORMATION OF GRADING ACTIVITIES AS NEEDED PER APPLICABLE PERMIT REQUIREMENTS AND/OR DEVELOPMENT AGREEMENTS.

LEGEND

EXISTING	PROPOSED

EROSION CONTROL LEGEND

	SILT FENCE
	BIO ROLLS
	INLET PROTECTION
	EXISTING DRAINAGE PATTERN
	PROPOSED DRAINAGE PATTERN
	EROSION CONTROL BLANKET



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4.5F PLAN SET

Page 15

BROOKLYN PARK
PET HOSPITAL
ADDITION

BROOKLYN PARK, MINNESOTA

BROOKLYN PARK
PET HOSPITAL

5815 80TH AVENUE NORTH
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SUBMITTAL/REVISIONS

07/15/2024 CITY SUBMITTAL
08/29/2024 CITY RESUBMITTAL

PROFESSIONAL SIGNATURE

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.

License No. 214078 Mosen - PE 58688
Date XX/XX/2024

QUALITY CONTROL

Loucks Project No. 214078
Project Lead ZBM
Drawn By SJH
Checked By ZBM
Review Date 08/26/2024

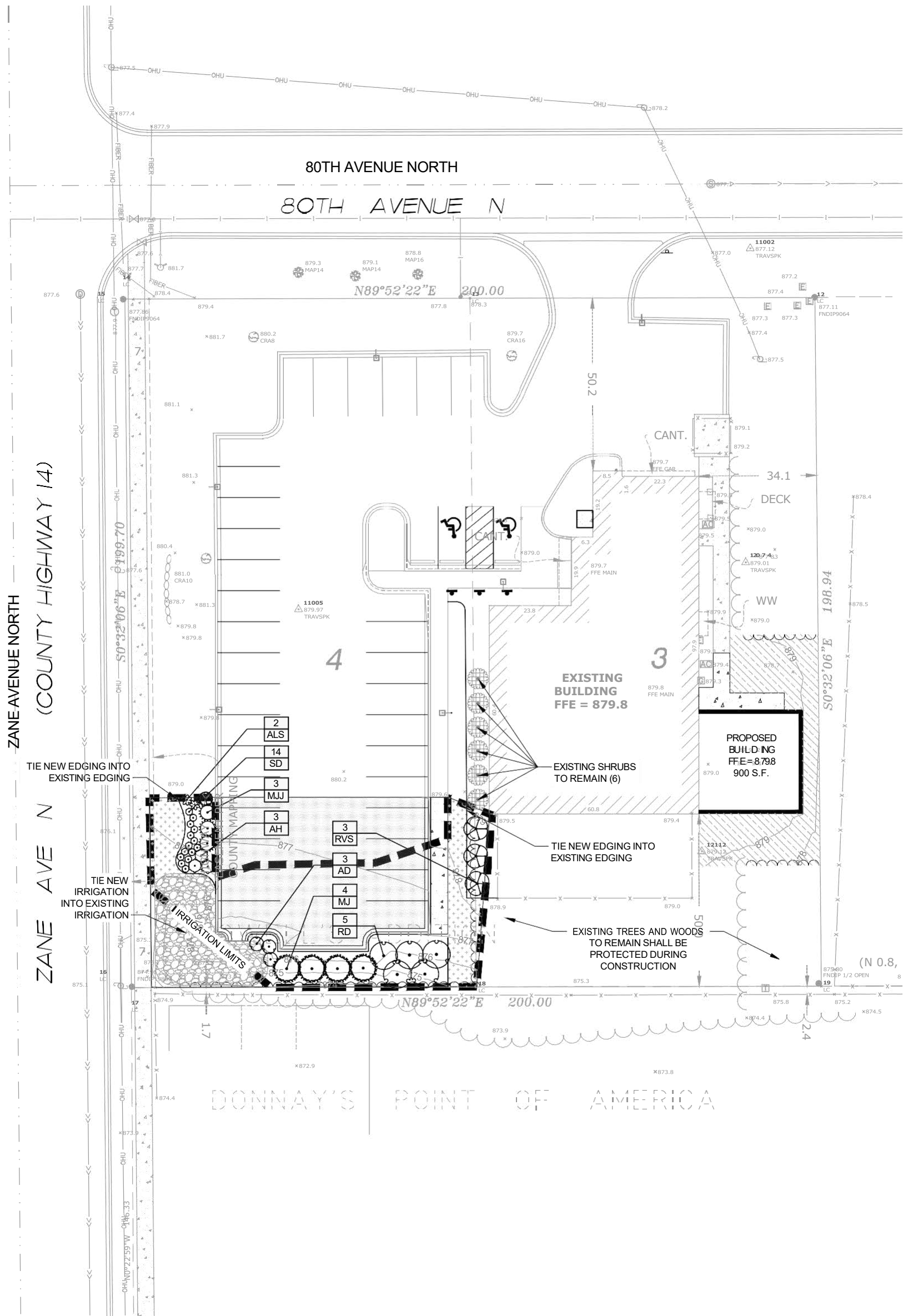
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C3-1 GRADING AND EROSION CONTROL PLAN
C8-1 CIVIL DETAILS
L1-1 LANDSCAPE PLAN
L2-1 LANDSCAPE DETAILS

GRADING AND
EROSION
CONTROL
PLAN

C3-1

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PLANT SCHEDULE

	CODE	QTY	COMMON NAME	BOTANICAL NAME	CONT	SIZE	SIZE	
EVERGREEN TREES								
	MJ	4	MEDORA JUNIPER FULL FORM	Juniperus scopulorum 'Medora'	B & B		6' HGT	
	CODE	QTY	COMMON NAME	BOTANICAL NAME	MIN CONT	MIN SIZE	FIELD3	SPACING
SHRUBS								
	ALS	2	ALPINE SPIREA	Spiraea japonica 'Alpina'	2 gal	18" SPRD		36" o.c.
	AH	3	ANNABELLE HYDRANGEA	Hydrangea arborescens 'Annabelle'	5 gal	24" HGT		48" o.c.
	AD	3	ARCTIC FIRE DOGWOOD	Cornus sericea 'Arctic Fire'	5 gal	24" HGT		48" o.c.
	NFS	1	NEON FLASH SPIREA	Spiraea japonica 'Neon Flash'	5 gal	24" HGT		48" o.c.
	RD	5	RED TWIG DOGWOOD	Cornus sericea 'Bailey'	5 gal	24" HGT		96" o.c.
	RVS	3	RENAISSANCE VANHOUTTE SPIREA	Spiraea x vanhouttei 'Renaissance'	5 gal	36" HGT		84" o.c.
CONIFEROUS SHRUBS								
	MJJ	3	MINT JULEP JUNIPER	Juniperus chinensis 'Monlep'	5 gal	18" SPRD		60" o.c.
PERENNIALS								
	SD	14	STELLA D' ORO DAYLILY	Hemerocallis x 'Stella de Oro'	1 gal			24" o.c.
	CODE		COMMON NAME	BOTANICAL NAME				
GROUND COVERS								
	SEED		TURF SEED					
	SOD		TURF SOD					

GENERAL NOTES:

CONTRACTOR SHALL VISIT SITE PRIOR TO SUBMITTING BID. HE SHALL INSPECT SITE AND BECOME FAMILIAR WITH EXISTING CONDITIONS RELATING TO THE NATURE AND SCOPE OF WORK.

VERIFY LAYOUT AND ANY DIMENSIONS SHOWN AND BRING TO THE ATTENTION OF THE LANDSCAPE ARCHITECT ANY DISCREPANCIES WHICH MAY COMPROMISE THE DESIGN AND / OR INTENT OF THE PROJECT'S LAYOUT.

ASSURE COMPLIANCE WITH ALL APPLICABLE CODES AND REGULATIONS GOVERNING THE WORK OR MATERIALS SUPPLIED.

CONTRACTOR SHALL PROTECT ALL EXISTING ROADS, CURBS / GUTTERS, TRAILS, TREES, LAWNS AND SITE ELEMENTS DURING PLANTING OPERATIONS. ANY DAMAGE TO SAME SHALL BE REPAIRED AT NO COST TO THE OWNER.

CONTRACTOR SHALL VERIFY ALIGNMENT AND LOCATION OF ALL UNDERGROUND AND ABOVE GRADE UTILITIES. CONTRACTOR TO PROVIDE THE NECESSARY PROTECTION FOR THE UTILITIES BEFORE CONSTRUCTION / MATERIAL INSTALLATION BEGINS. CONTRACTOR TO NOTIFY GENERAL CONTRACTOR OF ANY CONCERNS PRIOR TO INSTALLATION OF PLANTINGS.

EXISTING CONTOURS, TRAILS, VEGETATION, CURB / GUTTER AND OTHER EXISTING ELEMENTS BASED UPON INFORMATION SUPPLIED TO LANDSCAPE ARCHITECT BY OTHERS. CONTRACTOR SHALL VERIFY ANY AND ALL DISCREPANCIES PRIOR TO CONSTRUCTION AND NOTIFY LANDSCAPE ARCHITECT OF SAME.

THE ALIGNMENT AND GRADES OF THE PROPOSED WALKS, TRAILS AND/OR ROADWAYS ARE SUBJECT TO FIELD ADJUSTMENT REQUIRED TO CONFORM TO LOCALIZED TOPOGRAPHIC CONDITIONS AND TO MINIMIZE TREE REMOVAL AND GRADING. ANY CHANGE IN ALIGNMENT MUST BE APPROVED BY LANDSCAPE ARCHITECT.

REFER TO SHEET L2-1 FOR PLANTING DETAILS AND PLANTING NOTES.

IRRIGATION NOTES:

VERIFY EXISTING / PROPOSED IRRIGATION SYSTEM LAYOUT AND CONFIRM COMPLETE LIMITS OF IRRIGATION PRIOR TO SUPPLYING SHOP DRAWINGS.

ADJUST EXISTING IRRIGATION SYSTEM BASED ON SITE IMPROVEMENTS AND COORDINATE WITH LANDSCAPE CONTRACTOR FOR NEW AREAS TO BE IRRIGATED. CONFIRM WITH OWNER LOCATION OF EXISTING CONTROLLER AND THAT EXISTING CONTROLLER HAS ADDITIONAL CAPACITY FOR NEW ZONES BASED ON SITE IMPROVEMENTS.

LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AN IRRIGATION LAYOUT PLAN AND SPECIFICATION AS A PART OF THE SCOPE OF WORK WHEN BIDDING. THESE SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO ORDER AND / OR INSTALLATION. IT SHALL BE THE LANDSCAPE CONTRACTORS RESPONSIBILITY TO INSURE THAT ALL SODDED / SEEDED AND PLANTED AREAS ARE IRRIGATED PROPERLY, INCLUDING THOSE AREAS DIRECTLY AROUND AND ABUTTING BUILDING FOUNDATION.

THE LANDSCAPE CONTRACTOR SHALL PROVIDE THE OWNER WITH AN IRRIGATION SCHEDULE APPROPRIATE TO THE PROJECT SITE CONDITIONS AND TO PLANT MATERIAL GROWTH REQUIREMENTS.

IRRIGATION SYSTEM IS NOT TO SPRINKLE ACROSS PAVEMENT NOR SHALL THE SYSTEM SPRINKLE THE BUILDING.

THE SYSTEM SHALL INCORPORATE A RAIN SENSOR INTO IRRIGATION SYSTEM.

PLANTINGS OUTSIDE THE LIMITS OF IRRIGATION ARE TO BE WATERED REGULARLY UNTIL PLANTING / SOD / SEED HAS BEEN ESTABLISHED.

BROOKLYN PARK PET HOSPITAL ADDITION

BROOKLYN PARK, MINNESOTA

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Loucks Project No. 21407B
Project Lead ZBM
Drawn By DCR
Checked By ZBM
Review Date 08/26/2024

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LANDSCAPE PLAN

L1-1



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TOLL FREE: 1-800-252-1166

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LANDSCAPE INSTALLATION:

GENERAL NOTES

COORDINATE THE PHASES OF CONSTRUCTION AND PLANTING INSTALLATION WITH OTHER CONTRACTORS WORKING ON SITE.

NO PLANTING WILL BE INSTALLED UNTIL COMPLETE GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.

ALL PLANTS TO BE INSTALLED AS PER PLANTING DETAILS. REMOVE ALL FLAGGING AND LABELS FROM PLANTS.

IF THE LANDSCAPE CONTRACTOR IS CONCERNED OR PERCEIVES ANY DEFICIENCIES IN THE PLANT SELECTIONS, SOIL CONDITIONS OR ANY OTHER SITE CONDITION WHICH MIGHT NEGATIVELY AFFECT PLANT ESTABLISHMENT, SURVIVAL OR GUARANTEE, HE MUST BRING THESE DEFICIENCIES TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO PROCUREMENT AND / OR INSTALLATION.

PROTECT ALL EXISTING TREES ON SITE SCHEDULED TO REMAIN. IF EXISTING TREES ARE DAMAGED IN ANY MANNER, ABOVE OR BELOW GROUND IN THE ROOT SYSTEM, AN ASPHALTIC TREE PRUNING PAINT SHOULD BE APPLIED IMMEDIATELY AFTER WOUNDING.

SOIL & GROUND COVER

ALL PLANTING AREAS RECEIVING GROUND COVER, PERENNIALS, ANNUALS, AND / OR VINES SHALL RECEIVE A MINIMUM OF 12" DEPTH OF PLANTING SOIL CONSISTING OF AT LEAST 45 PARTS TOPSOIL, 45 PARTS PEAT OR MANURE AND 10 PARTS SAND.

WHERE SOD / SEED ABUTS PAVED SURFACES, FINISHED GRADE OF SOD / SEED SHALL BE HELD 1" BELOW SURFACE ELEVATION OF TRAIL, SLAB, CURB, ETC.

SEED ALL AREAS DISTURBED DUE TO GRADING OTHER THAN THOSE AREAS NOTED TO RECEIVE SOD. SEED SHALL BE INSTALLED AND MULCHED AS PER MNDOT SPECS.

SOD ALL DESIGNATED AREAS DISTURBED DUE TO GRADING. SOD SHALL BE LAID PARALLEL TO THE CONTOURS AND SHALL HAVE STAGGERED JOINTS. ON SLOPES STEEPER THAN 3:1 OR IN DRAINAGE SWALES, THE SOD SHALL BE STAKED TO THE GROUND.

LANDSCAPE CONTRACTOR SHALL VERIFY THAT SOIL AND COMPACTION CONDITIONS ARE ADEQUATE TO ALLOW FOR PROPER DRAINAGE AT AND AROUND THE BUILDING SITE.

PLANTINGS INFO

ALL PLANT MATERIAL SHALL COMPLY WITH THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK, AMERICAN ASSOCIATION OF NURSERYMEN. UNLESS NOTED OTHERWISE, ALL SHRUBS SHALL HAVE AT LEAST 5 CANES AT THE SPECIFIED MINIMUM SHRUB HEIGHT OR WIDTH. ORNAMENTAL TREES SHALL HAVE NO V CROTCHES AND SHALL BEGIN BRANCHING NO LOWER THAN 3' ABOVE ROOT BALL. STREET AND BOULEVARD TREES SHALL BEGIN BRANCHING NO LOWER THAN 5' ABOVE FINISHED GRADE.

ANY CONIFEROUS TREE PREVIOUSLY PRUNED FOR CHRISTMAS TREE SALES SHALL NOT BE USED. ALL CONIFEROUS TREES SHALL BE FULL FORM, NATURAL TO THE SPECIES, WITHOUT PRUNING.

PRIOR TO PLANTING, FIELD VERIFY THAT THE ROOT COLLAR/ROOT FLAIR IS LOCATED AT THE TOP OF THE BALLED & BURLAP TREE. IF THIS IS NOT THE CASE, SOIL SHALL BE REMOVED DOWN TO THE ROOT COLLAR / ROOT FLAIR. WHEN THE BALLED & BURLAP TREE IS PLANTED, THE ROOT COLLAR / ROOT FLAIR SHALL BE EVEN OR SLIGHTLY ABOVE FINISHED GRADE.

ALL PROPOSED PLANTS SHALL BE LOCATED AND STAKED AS SHOWN ON PLAN. ADJUSTMENTS IN LOCATION OF PROPOSED PLANT MATERIALS MAY BE NEEDED IN FIELD. SHOULD AN ADJUSTMENT BE ADVISED, THE LANDSCAPE ARCHITECT MUST BE NOTIFIED.

PLAN TAKES PRECEDENCE OVER PLANT SCHEDULE IF DISCREPANCIES IN QUANTITIES EXIST. SPECIFICATIONS TAKE PRECEDENCE OVER NOTES.

NO PLANT MATERIAL SUBSTITUTIONS WILL BE ACCEPTED UNLESS APPROVAL IS REQUESTED OF THE LANDSCAPE ARCHITECT BY THE

LANDSCAPE CONTRACTOR PRIOR TO THE SUBMISSION OF A BID AND / OR QUOTATION.

WRAPPING MATERIAL SHALL BE CORRUGATED PVC PIPING 1" GREATER IN CALIPER THAN THE TREE BEING PROTECTED OR QUALITY, HEAVY, WATERPROOF CREPE PAPER MANUFACTURED FOR THIS PURPOSE. WRAP ALL DECIDUOUS TREES PLANTED IN THE FALL PRIOR TO 12-1 AND REMOVE ALL WRAPPING AFTER 5-1.

FERTILIZER

ALL PLANT MATERIALS SHALL BE FERTILIZED UPON INSTALLATION WITH A 27-3-3 SLOW RELEASE FERTILIZER MIXED IN WITH THE PLANTING SOIL PER THE MANUFACTURER'S INSTRUCTIONS. PLANTS MAY BE TREATED FOR SUMMER AND FALL INSTALLATION WITH AN APPLICATION OF GRANULAR 27-3-3 AT 6 OZ PER 2.5" CALIPER PER TREE AND 3 OZ PER SHRUB WITH AN ADDITIONAL APPLICATION OF 27-3-3 THE FOLLOWING SPRING IN THE TREE SAUCER.

EDGING FOR PLANTING BEDS

BLACK METAL EDGER TO BE USED TO CONTAIN SHRUBS, PERENNIALS, AND ANNUALS WHERE BED MEETS SOD / SEED UNLESS NOTED OTHERWISE.

PLANTING BED PREPARATION

ALL ANNUAL AND PERENNIAL PLANTING BEDS TO RECEIVE 3" DEEP SHREDDED HARDWOOD MULCH WITH NO WEED BARRIER.

ALL SHRUB BED MASSINGS TO RECEIVE 3" DEEP SHREDDED HARDWOOD MULCH AND FIBER MAT WEED BARRIER.

ALL TREES NOT IN PLANTING BEDS TO RECEIVE 4" DEEP SHREDDED HARDWOOD MULCH RING WITH NO MULCH IN DIRECT CONTACT WITH TREE TRUNK.

SPREAD GRANULAR PRE EMERGENT HERBICIDE (PREEN OR EQUAL) PER MANUFACTURER'S RECOMMENDATIONS UNDER ALL MULCHED AREAS.

MAINTENANCE STRIPS TO HAVE EDGER AND MULCH AS SPECIFIED / INDICATED ON DRAWING OR IN SPECIFICATION.

INSPECTION AND WARRANTY

CONTRACTOR SHALL SUBMIT A WRITTEN REQUEST FOR THE OWNER ACCEPTANCE INSPECTION OF ALL LANDSCAPE AND SITE IMPROVEMENTS.

CONTRACTOR IS RESPONSIBLE FOR ON-GOING MAINTENANCE OF ALL NEWLY INSTALLED MATERIALS UNTIL TIME OF OWNER ACCEPTANCE. ANY ACTS OF VANDALISM OR DAMAGE WHICH MAY OCCUR PRIOR TO OWNER ACCEPTANCE SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. CONTRACTOR SHALL PROVIDE THE OWNER WITH A MAINTENANCE PROGRAM INCLUDING, BUT NOT NECESSARILY LIMITED TO, PRUNING, FERTILIZATION AND DISEASE / PEST CONTROL.

CONTRACTOR SHALL GUARANTEE NEW PLANT MATERIAL THROUGH ONE FULL GROWING SEASON OR TWO YEARS FROM THE DATE OF OWNER ACCEPTANCE.

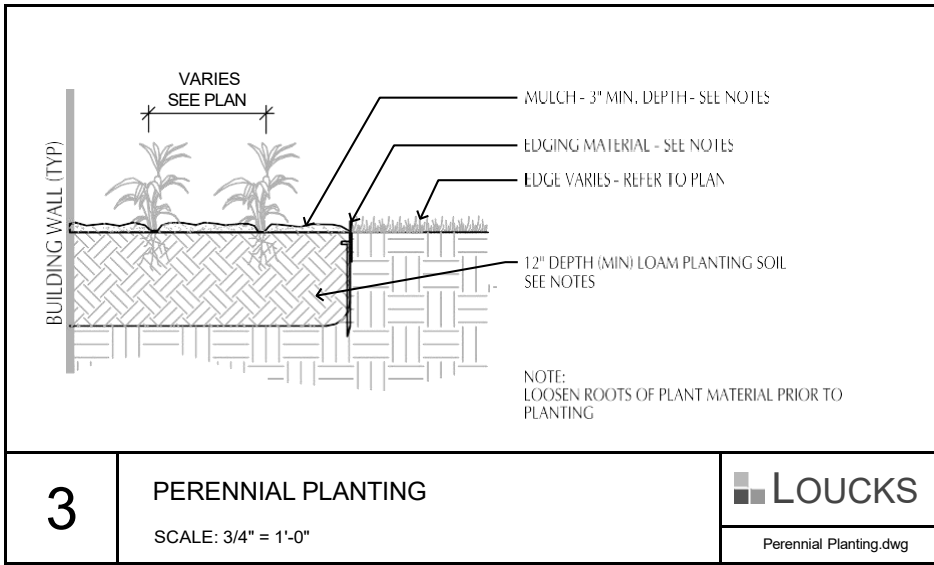
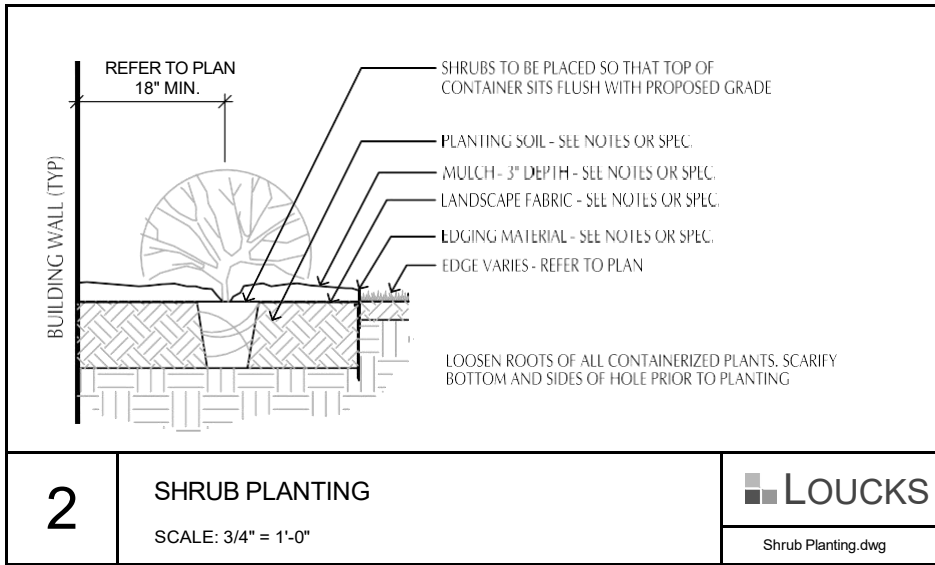
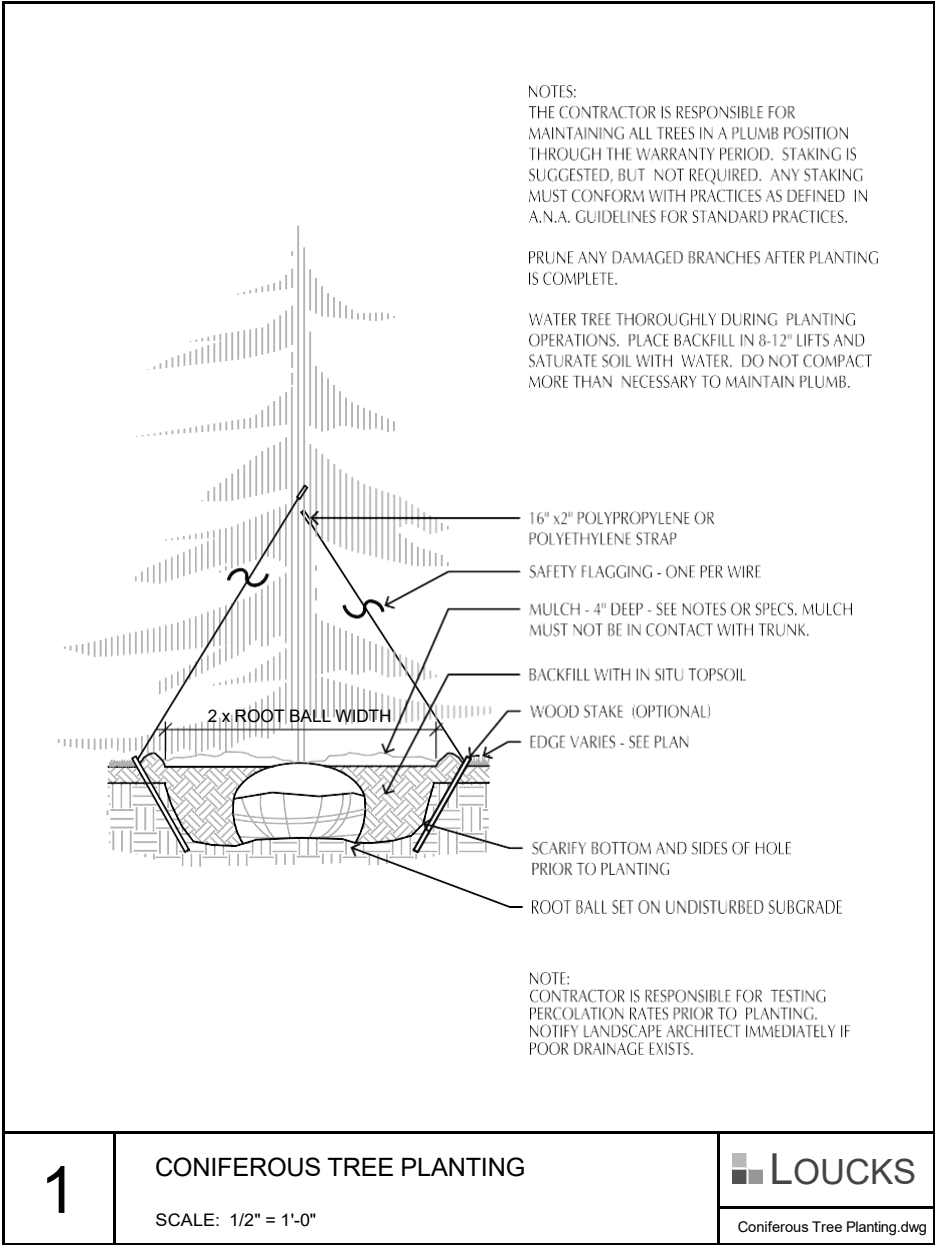
WARRANTY (ONE FULL GROWING SEASON) FOR LANDSCAPE MATERIALS SHALL BEGIN ON THE DATE OF ACCEPTANCE BY THE LANDSCAPE ARCHITECT AFTER THE COMPLETION OF PLANTING OF ALL LANDSCAPE MATERIALS. NO PARTIAL ACCEPTANCE WILL BE CONSIDERED.

TIMING OF INSTALLATION

UNLESS NOTED OTHERWISE THE APPROPRIATE DATES FOR SPRING PLANT MATERIAL INSTALLATION AND SEED / SOD PLACEMENT IS FROM THE TIME GROUND HAS THAWED TO JUNE 15.

FALL SODDING IS GENERALLY ACCEPTABLE FROM AUGUST 15 - NOVEMBER 1. FALL SEEDING FROM AUGUST 15 - SEPTEMBER 15; DORMANT SEEDING IN THE FALL SHALL NOT OCCUR PRIOR TO NOVEMBER 1. FALL CONIFEROUS PLANTING MAY OCCUR FROM AUGUST 15 - OCTOBER 1 AND DECIDUOUS PLANTING FROM THE FIRST FROST UNTIL NOVEMBER 15. PLANTING OUTSIDE THESE DATES IS NOT RECOMMENDED. ANY ADJUSTMENT MUST BE APPROVED IN WRITING BY THE LANDSCAPE ARCHITECT.

TREES ARE NOT TO BE PRUNED, REMOVED OR TRANSPLANTED BETWEEN APRIL 15 AND JULY 1. NOTIFY LANDSCAPE ARCHITECT IF THESE DATES ARE UNAVOIDABLE.



CADD QUALIFICATION

CADD files prepared by the Consultant for this project are instruments of the Consultant professional services for use solely with respect to this project. These CADD files shall not be used on other projects, for additions to this project, or for completion of this project by others without written approval by the Consultant. With the Consultant's approval, others may be permitted to obtain copies of the CADD drawing files for information and reference only. All intentional or unintentional revisions, additions, or deletions to these CADD files shall be made at the full risk of that party making such revisions, additions or deletions and that party shall hold harmless and indemnify the Consultant from any & all responsibilities, claims, and liabilities.

SUBMITTAL/REVISIONS

07/15/2024 CITY SUBMITTAL
08/29/2024 CITY RESUBMITTAL

PROFESSIONAL SIGNATURE

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 Landscape Architect under the laws of the State of Minnesota.

Daniel Rebock - LA
License No. 56877
Date XX/XX/2024

QUALITY CONTROL

Loucks Project No. 21407B
Project Lead ZBM
Drawn By DCR
Checked By ZBM
Review Date 08/26/2024

SHEET INDEX

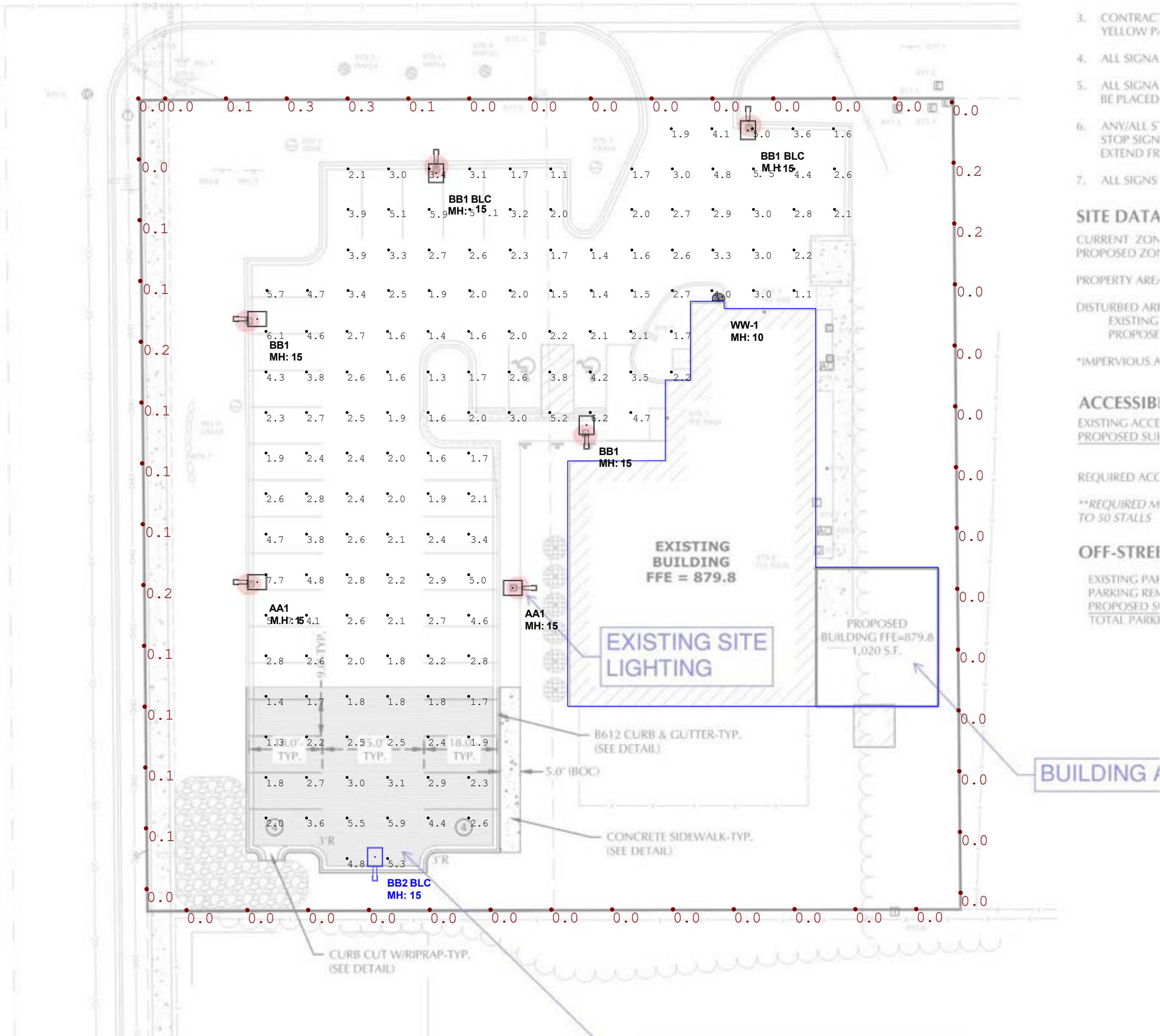
C1-1 EXISTING CONDITIONS
C1-2 SITE DEMOLITION PLAN
C2-1 SITE PLAN
C3-1 GRADING AND EROSION CONTROL PLAN
C8-1 CIVIL DETAILS
L1-1 LANDSCAPE PLAN
L2-1 LANDSCAPE DETAILS

Luminaire Schedule							
Symbol	Qty	Type	Mounting Height	Lum. Watts	Luminaire Lumens	LLF	Description
	2	AA1	15	69	10026	0.850	P15-P-A05-740-T4S (EXISTING LIGHT TO REMAIN)
	2	BB1	15	69	9799	0.850	P15-P-A05-740-T3M (EXISTING LIGHT TO REMAIN)
	2	BB1 BLC	15	69	7782	0.850	P15-P-A05-740-BLC (EXISTING LIGHT TO REMAIN)
	1	BB2 BLC	15	69	7782	0.900	P15-P-A05-740-BLC NEW POLE AND LOCATION
	1	WW-1	10	27.8	2687	0.850	101L-16L-530-NW-G1-3 (EXISTING LIGHT TO REMAIN)

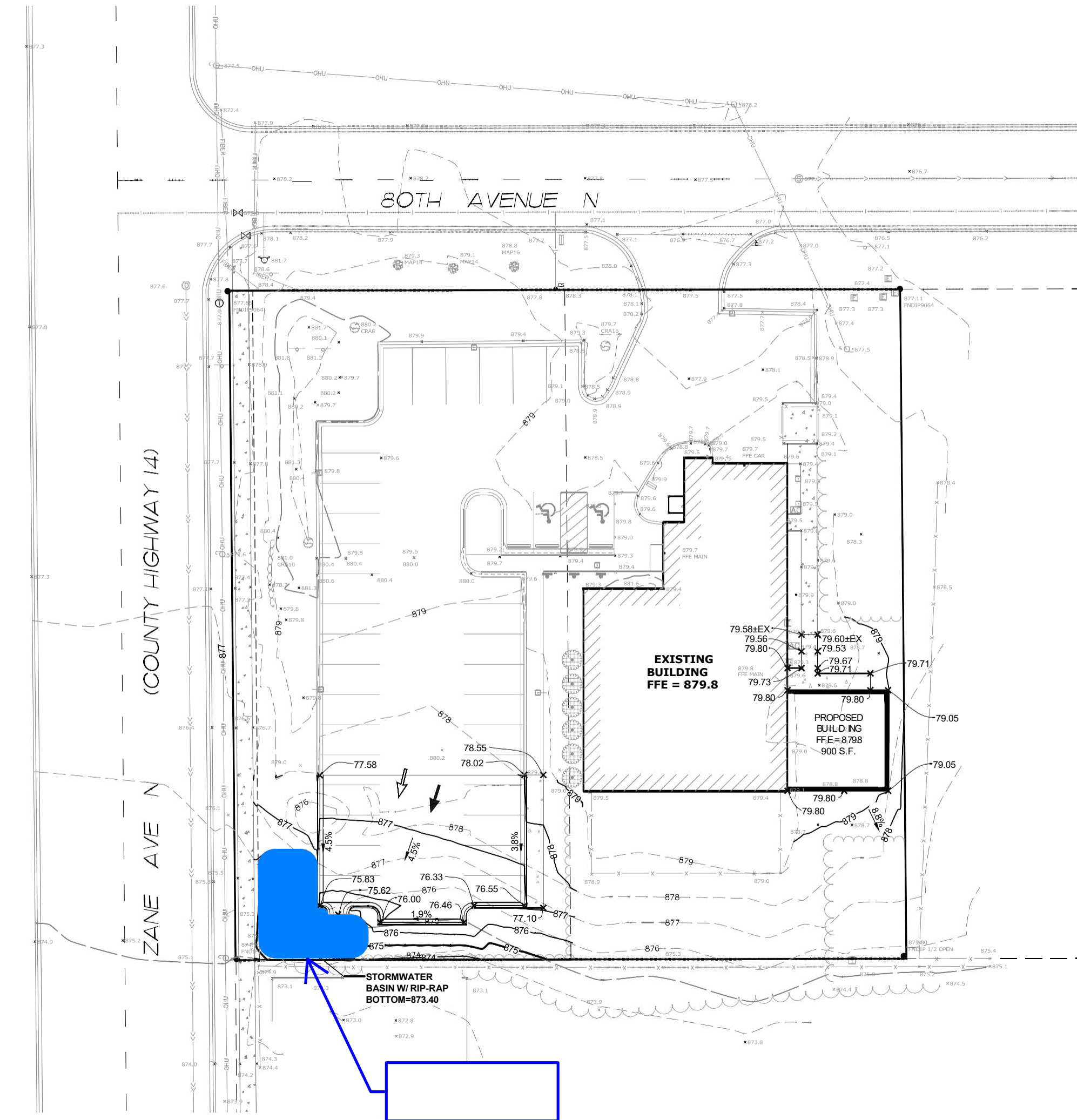
Calculation Summary						
Label	Units	Avg	Max	Min	Avg/Min	Max/Min
Parking Lot	Fc	2.90	7.7	1.1	2.64	7.00
Property Line	Fc	0.05	0.3	0.0	N.A.	N.A.

DISCLAIMER: Based on the information provided, all dimensions and luminaire locations shown represent recommended positions. Actual performance of any manufacturer's luminaires may vary due to changes in electrical voltage, tolerance in LEDs and other variable field conditions. Calculations do not include obstructions such as buildings, curbs, landscaping or any other architectural elements unless noted.

Fixture nomenclature to be finalized by engineer and/or architect.
This drawings is for photometric evaluation purposes only and should not be used as a construction document or as a final document for ordering product.



NOTE:
EXISTING CONDITIONS INFORMATION SHOWN IS FROM A SURVEY PREPARED BY E. G. RUD & SONS, DATED JUNE 2, 2021, AND PROPOSED BROOKLYN PARK PET HOSPITAL PLANS PREPARED BY LOUCKS, DATED 08/11/2021. EXISTING CONDITIONS BASED ON PROPOSED PLANS HAS NOT BEEN VERIFIED. IF EXISTING CONDITIONS DIFFER FROM PROPOSED PLANS, CONTRACTOR TO INFORM ENGINEER OF ACTUAL SITE CONDITIONS.



LEGEND	
EXISTING	PROPOSED

BROOKLYN PARK
PET HOSPITAL
ADDITION

BROOKLYN PARK, MINNESOTA

BROOKLYN PARK
PET HOSPITAL

5815 80TH AVENUE NORTH
BROOKLYN PARK, MN 55443

LOUCKS

PLANNING
CIVIL ENGINEERING
LAND SURVEYING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL

7200 Hemlock Lane, Suite 300
Maple Grove, MN 55369
763.424.5505
www.loucksinc.com

CADD QUALIFICATION

CADD files prepared by the Consultant for this project are instruments of the Consultant professional services for use solely with respect to this project. These CADD files shall not be used on other projects, for additions to this project, or for completion of this project by others without written approval by the Consultant. With the Consultant's approval, others may be permitted to obtain copies of the CADD drawing files for information and reference only. All intentional or unintentional revisions, additions, or deletions to these CADD files shall be made at the full risk of that party making such revisions, additions or deletions and that party shall hold harmless and indemnify the Consultant from any & all responsibilities, claims, and liabilities.

SUBMITTAL/REVISIONS

07/15/2024 CITY SUBMITTAL
08/29/2024 CITY RESUBMITTAL

PROFESSIONAL SIGNATURE

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.

License No. S. Moen - PE 58688
Date XX/XX/2024

QUALITY CONTROL

Loucks Project No. 21407B
Project Lead ZBM
Drawn By SJH
Checked By ZBM
Review Date 08/26/2024

SHEET INDEX

C1-1 EXISTING CONDITIONS
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L1-1 LANDSCAPE PLAN
L2-1 LANDSCAPE DETAILS

ATTACHMENT A

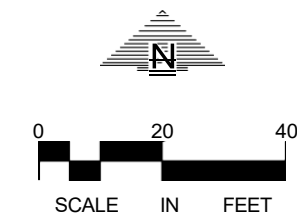


CALL BEFORE YOU DIG.
Gopher State One Call
TWIN CITY AREA: 651-454-0002
TOLL FREE: 1-800-252-1166

WARNING:

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

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



**BROOKLYN PARK
PET HOSPITAL**
5815 80TH AVE. N
BROOKLYN PARK, MN 55443

CLIENT APPROVAL

NO	DESCRIPTION	DATE
1	ZONING REVIEW	08/28/2024

DRAWN BY	FINAL REVIEW
BH	BH
PROJECT NUMBER	24.XXX
DATE	08/25/2024

SHEET NAME

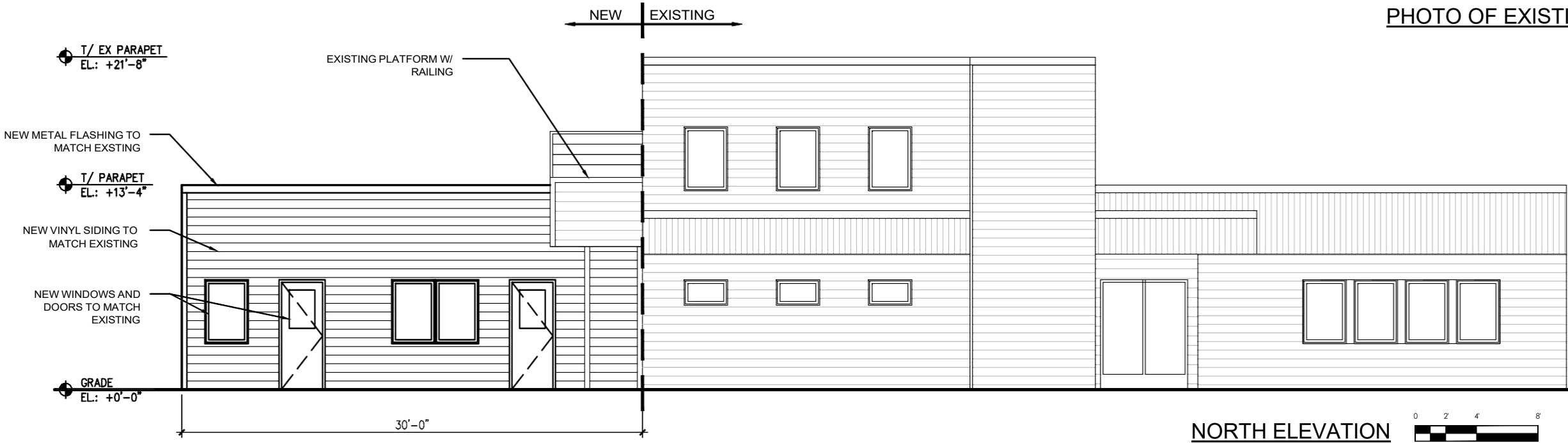
ELEVATIONS

SHEET NUMBER

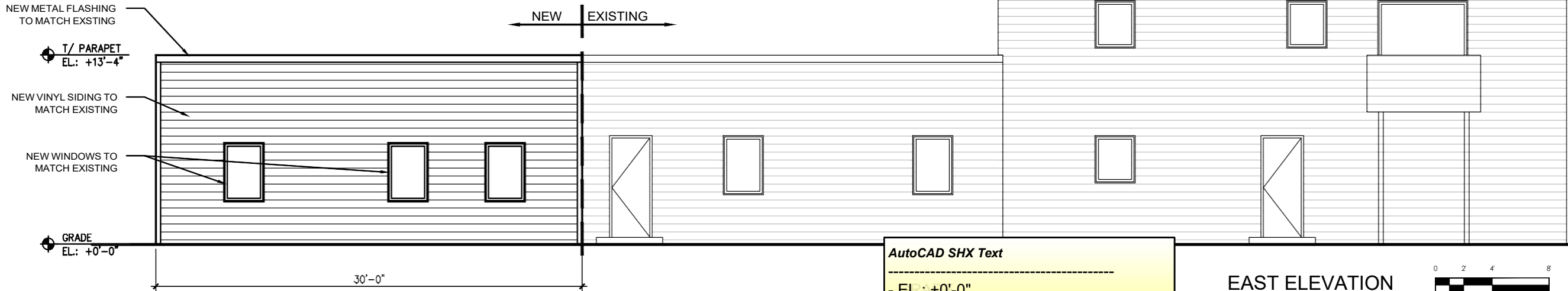
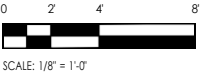
A-2



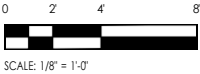
PHOTO OF EXISTING



NORTH ELEVATION



EAST ELEVATION



AutoCAD SHX Text

- EL.: +0'-0"

City of Brooklyn Park

Request for Council Action

Agenda Item:	4.6	Meeting Date:	September 23, 2024
Agenda Section:	Consent	Originating Department:	Police
Resolution:	X	Prepared By:	Stephanie Heiberger, Administrative Assistant
Ordinance:	N/A		
Attachments:	2	Presented By:	Police Chief Mark Bruley
Item:	2025 Toward Zero Deaths Grant Agreement		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-_____ AUTHORIZING THE POLICE DEPARTMENT TO ENTER INTO A GRANT AGREEMENT WITH THE STATE OF MINNESOTA DEPARTMENT OF PUBLIC SAFETY, OFFICE OF TRAFFIC SAFETY FOR THE 2025 TOWARD ZERO DEATHS ENFORCEMENT PROGRAM GRANT.

Overview:

The Police Department has been awarded a grant from the State of Minnesota, Department of Public Safety, Office of Traffic Safety for the 2025 Toward Zero Death Enforcement program. This grant is funded by the U.S. Department of Transportation's State and Community Highway Safety Program and will be used for overtime enforcement to address all traffic safety issues with an emphasis on impaired driving, occupant protection, speed and distracted driving. The Department of Public Safety is awarding federal funds to local communities to participate in the enforcement of specific areas of traffic safety. These funds will be under the control of and managed by the Chief of Police or his designated subordinate. Brooklyn Park's allocation for the 2025 Fiscal Year is \$120,700. The department is seeking Council authorization to accept the grant and enter into the grant agreement.

The Toward Zero Deaths grant program will cover the period of October 1, 2024 – September 30, 2025. The grant funds will be sub-granted to partner law enforcement agencies. The Brooklyn Park Police Department, as fiscal agent for the grant funds, will subgrant with the Brooklyn Center Police Department, Hennepin County Sheriff's Office, Champlin Police Department, and Osseo Police Department to work on combining increased enforcement with public awareness.

Receipt of these funds will enable the Police Department to enforce, in a proactive and prioritized manner, traffic laws, which are of concern to many residents. Being that the Toward Zero Deaths grant program activities will be performed by personnel on an overtime basis, it will not impact the delivery of other public safety services performed by the Police Department.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments:

- 4.6A RESOLUTION
- 4.6B AGREEMENT

RESOLUTION #2024-

RESOLUTION AUTHORIZING THE POLICE DEPARTMENT TO ENTER INTO A GRANT AGREEMENT
WITH THE STATE OF MINNESOTA DEPARTMENT OF PUBLIC SAFETY, OFFICE OF TRAFFIC SAFETY
FOR THE 2025 TOWARD ZERO DEATHS ENFORCEMENT PROGRAM GRANT

WHEREAS, the Minnesota Department of Public Safety has awarded the city of Brooklyn Park Police Department the 2025 Toward Zero Deaths Enforcement Program grant, which is funded by the U.S. Department of Transportation's State and Community Highway Safety Program; and

WHEREAS, the grant will support law enforcement agencies to fund overtime for police officers to join in the enforcement campaigns to enforce traffic laws with an emphasis on impaired driving, occupant protection, speed and distracted driving; and

WHEREAS, these grant funds will enable the Police Department to enforce, in a proactive and prioritized manner, traffic laws, which are of concern to many residents and will not impact upon the delivery of other public safety services; and

WHEREAS, the management of this grant and its funds will be the responsibility of the Chief of Police for the city of Brooklyn Park or his designee.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the city of Brooklyn Park to authorize the Police Department to accept this grant and enter into a grant agreement with the Minnesota Department of Public Safety, Office of Traffic Safety for the 2024 Toward Zero Deaths Enforcement Program grant during the period of October 1, 2024 through September 30, 2025.

City of Brooklyn Park

Request for Council Action

Agenda Item:	4.7	Meeting Date:	September 23, 2024
Agenda Section:	Consent	Originating Department:	Fire Department
Resolution:	X	Prepared By:	Shawn Conway, Fire Chief; Greg Hoag, Park & Building Maintenance Manager
Ordinance:	N/A		
Attachments:	1	Presented By:	Shawn Conway
Item:	Approve a Professional Service Agreement with Kraus-Anderson, to Provide Construction Manager at Risk Services for the Fire Station # 2 Replacement Project		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-_____ TO AUTHORIZE THE CITY MANAGER TO NEGOTIATE A PROFESSIONAL SERVICE AGREEMENT CONTRACT WITH KRAUS-ANDERSON, TO PROVIDE CONSTRUCTION MANAGER AT RISK SERVICES FOR THE FIRE STATION # 2 REPLACEMENT PROJECT.

Overview:

On June 27, 2024 a Request for Qualifications (RFQ) was advertised in the Sun Post for Construction Manager at Risk (CMaR) Services for the Fire Station # 2 Replacement Project.

An evaluation team was formed to evaluate the eight proposals received. The evaluation team consisted of:

- Shawn Conway, Fire Chief
- Kurt Frison, Deputy Fire Chief of Operations
- Dan Ruiz, Operations & Maintenance Director
- Greg Hoag, Park & Building Maintenance Manager (O&M)
- Brad Tullberg, Recreation & Parks Director
- Sarah Abe, Development Project Coordinator, (Community Development)
- Quinn Hutson, CNH Architects

RFQ proposals were evaluated on the following criteria: firm experience, staff experience, safety record and cost. 100 points total were available from each reviewer for a possible total of 700 points per firm.

From the eight proposals received, the evaluation team selected three firms Terra Construction, RJM Construction and Kraus-Anderson to move on to phase 2 of the CMaR process which is a formal Request for Proposals (RFP).

RFP proposals were evaluated on the following criteria: from the RFQ scores carried for firm experience, staff experience and safety record for 70 points. Additionally project approach & work plan, cost estimating, scheduling, capability to be a constructor, fee structure, and interviews. 200 points total were available from each reviewer for a possible total of 1,400 points per firm.

Fees for each firm and all cumulative scores are included in the table below.

Firm	Fee	RFQ/RFP Score	
RJM	\$1,894,056.00	1216	
Kraus-Anderson	\$2,010,105.00	1335	
Terra	\$2,254,017.07	1269	

Per the City Purchasing policy for Professional Service & Consultant Contracts. The evaluation team used the Best Value method for review of the proposals to determine which firm would be best for the project. For service contracts, as opposed to construction contracts, the City is not required to go with the lowest bidder. Based on the scores from the proposals, costs and interviews the evaluation team is recommending Kraus- Anderson as the most responsive firm to provide Construction Manager at Risk services for the Fire Station # 2 Replacement Project.

Budgetary/Fiscal Issues:

At the end of the design phase for this project, which is currently estimated to be in July 2025, the first payment to Kraus-Anderson would be due in the amount of \$20,000. It is at that point that the Guaranteed Maximum Price for the project would be determined, and the remaining fees as tied to their percentages would be applied.

Attachments:

4.7A RESOLUTION

RESOLUTION #2024-

TO AUTHORIZE THE CITY MANAGER TO NEGOTIATE A PROFESSIONAL SERVICE AGREEMENT CONTRACT WITH KRAUS-ANDERSON, TO PROVIDE CONSTRUCTION MANAGER AT RISK SERVICES FOR THE FIRE STATION # 2 REPLACEMENT PROJECT.

WHEREAS, on June 27, 2024 a Request for Qualifications was advertised in the Sun Post for Construction Manager at Risk (CMaR) Services for the Fire Station # 2 Replacement Project; and

WHEREAS, the Evaluation Team reviewed and scored the eight proposals received based firm experience, staff experience, safety record and cost; and

WHEREAS, the Evaluation Team selected three firms to move to the Request for Proposals (RFP) process; and

WHEREAS, after completing all RFP review and interviews, the Evaluation Team recommends that the City Manager negotiate the final Professional Services Agreement with Kraus- Anderson.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Brooklyn Park to authorize the City Manager to negotiate a Professional Service Agreement with Kraus-Anderson and to authorize the Mayor and City Manager to execute the agreement.

City of Brooklyn Park

Request for Council Action

Agenda Item:	4.8	Meeting Date:	September 23, 2024
Agenda Section:	Consent	Originating Department:	Fire Department
Resolution:	X		
Ordinance:	N/A		
Attachments:	3	Presented By:	Shawn Conway, Fire Chief
Item:	Approval of Mutal Aid/Automatic Aid Agreements with the Plymouth Fire Department		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024 _____ TO AUTHORIZE THE FIRE CHIEF TO ENTER INTO MUTUAL AID AND AUTOMATIC AID AGREEMENTS WITH THE PLYMOUTH FIRE DEPARTMENT AND APPROVE THE PROPOSED TERMS AND CONDITIONS AS OUTLINED IN THE AGREEMENTS.

Overview:

Mutual aid and automatic aid agreements are collaborative arrangements between neighboring fire departments to assist each other during emergencies. Mutual aid involves a request for assistance after an incident occurs, while automatic aid is a pre-arranged agreement that dispatches aid automatically based on predetermined criteria, such as specific types of incidents or locations.

Currently, our fire department operates under these two definitions without formal agreements in place. While we are equipped to handle a range of emergencies, there are situations, particularly large-scale incidents or simultaneous emergencies, where additional resources are crucial. The proposed agreements will ensure that our department can call upon and provide aid to neighboring departments, improving our collective ability to respond to emergencies effectively.

Key Points:

- Enhanced Emergency Response:** The agreements will provide immediate access to additional resources, including personnel, apparatus, and specialized equipment, during major incidents.
- Resource Optimization:** Shared resources and coordinated efforts can prevent the duplication of services and optimize the use of available assets, leading to cost savings.
- Training and Coordination:** Regular joint training exercises with neighboring departments will improve coordination and efficiency during actual emergencies, to include improving our ISO rating.
- Community Safety:** Improved response times and capabilities will directly contribute to the safety and protection of our community.
- Legal and Financial Framework:** The agreements will outline the legal responsibilities of each party, ensuring clarity and fairness in mutual aid situations.

Benefits:

- Increased Capacity:** Access to additional firefighting and emergency medical services during critical incidents.
- Improved Safety:** Faster and more effective emergency response, reducing potential loss of life and property damage.
- Cost Efficiency:** Shared use of resources and collaborative training can lead to financial savings.
- Strong Community Relationships:** Building stronger ties with neighboring communities and their emergency services.

Approving these mutual aid and automatic aid agreements is a proactive step towards ensuring the safety and resilience of our community. It reflects a commitment to collaboration, efficiency, and the well-being of our residents. I request the Council support this request and approve the proposed agreements.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues:

The initial implementation of the agreements may require a modest increase in the budget to cover joint training and potential additional equipment. However, the long-term benefits and cost savings from shared resources and improved emergency response efficiency are expected to outweigh these initial costs.

Attachments:

- 4.8A RESOLUTION
- 4.8B APPROVED MUTUAL AID AGREEMENT
- 4.8C DRAFT AUTOMATIC AID AGREEMENT

RESOLUTION #2024-

RESOLUTION TO AUTHORIZE THE FIRE CHIEF TO ENTER INTO MUTUAL AID AND AUTOMATIC AID AGREEMENTS WITH THE PLYMOUTH FIRE DEPARTMENT AND APPROVE THE PROPOSED TERMS AND CONDITIONS AS OUTLINED IN THE AGREEMENTS

WHEREAS, collaborative arrangements between neighboring fire departments to assist each other during emergencies; and

WHEREAS, mutual aid involves a request for assistance after an incident occurs, while automatic aid is a pre-arranged agreement that dispatches aid automatically based on predetermined criteria, such as specific types of incidents or locations; and

WHEREAS, the proposed agreements will ensure that our department can call upon and provide aid to neighboring departments, improving our collective ability to respond to emergencies effectively.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park that the City authorize the Fire Chief to enter into mutual aid and automatic aid agreements with the Plymouth Fire Department.

MUTUAL AID AGREEMENT

RECITAL

This Mutual Aid Agreement (“Agreement”) is made between the **City of Brooklyn Park and the City of Plymouth** pursuant to Minnesota Statutes, section 471.59 which authorizes the joint and cooperative exercise of powers common to contracting parties. The intent of this Agreement is to make equipment, personnel and other resources available to political subdivisions from other political subdivisions for fire, rescue, and other emergency services.

AGREEMENT

In exchange for the mutual promises made herein, the Parties hereby agree as follows:

I. DEFINITION OF TERMS

1. “Party” or “Parties” means the City of Brooklyn Park or the City of Plymouth or both.
2. “Requesting Official” means the person designated by a Party who is responsible for requesting Assistance from other Parties.
3. “Requesting Party” means a party that requests assistance from other parties.
4. “Responding Official” means the person designated by a party who is responsible to determine whether and to what extent that party should provide assistance to a Requesting Party.
5. “Responding Party” means a party that provides assistance to a Requesting Party.
6. “Assistance” means fire and/or emergency medical services personnel and/or associated equipment.
7. “Specialized Activities” means non-emergency Assistance including, but not limited to, the following: fire investigators, fire inspectors, fire educators, fire instructors, training personnel, and associated equipment and facilities.

II. AUTHORIZATION

Each of the Cities participating in this agreement hereby authorize their respective fire agencies to respond to and receive mutual aid services pursuant to the terms of this Agreement and to otherwise take such actions as are needed to provide and receive assistance as provided herein.

III. MUTUAL AID PROCEDURE

1. Request for Assistance.
Whenever, in the opinion of a Requesting Official, there is a need for assistance from the other party, the Requesting Official may call upon the Responding Official of the other party to furnish assistance.
2. Response to request.
Upon the request for assistance from the Requesting Party, the Responding Official may authorize and direct his/her party's personnel to provide assistance to the Requesting Party. This decision will be made after considering the needs of the responding party and the availability of resources.
3. Recall of Assistance.
The Responding Official may at any time recall such assistance when in his or her best judgment or by an order from the governing body of the Responding Party, when it is considered to be in the best interests of the Responding Party to do so.
4. Command of Scene.
The Requesting Party shall be in command of the mutual aid scene. The personnel and equipment of the Responding Party shall be under the direction and control of the Requesting Party until the Responding Official withdraws assistance.
5. Charges for Assistance.
No charges will be levied by a Responding Party to this Agreement for assistance rendered to a Requesting Party under the terms of this Agreement unless that assistance provided for a single incident response, or a group of associated incidents continues for a period of more than eight hours. If assistance provided under this Agreement continues for more than eight hours, the Responding Party may submit to the Requesting Party an itemized bill for the actual cost of assistance provided after the initial eight-hour period, including salaries, overtime, materials and supplies, and other necessary expenses, and the Requesting Party will reimburse the party providing the assistance for that amount. Such charges are not contingent upon the availability of federal or state government funds.

IV. LIABILITY AND INDEMNIFICATION

For the purposes of the Minnesota Municipal Tort Liability Act (Minn. Stat. Ch. 466), the employees and officers of the Responding Party are deemed to be employees (as defined in Minn. Stat. § 466.01, subd. 6) of the Requesting Party.

The Requesting Party agrees to defend and indemnify the Responding Party against any claims brought or actions filed against the Responding Party or any officer, employee, or volunteer of the Responding Party for injury to, death of, or damage to the property of any third person or

persons, arising from the performance and provision of assistance in responding to a request for assistance by the Requesting Party pursuant to this Agreement.

For purposes of determining total liability for damages pursuant to Minn. Stat. § 471.59, subd. 1a(b), the Parties are considered a single governmental unit, and the total liability of the Parties shall not exceed the limits on governmental liability for a single governmental unit as specified in Minn. Stat. § 466.04, subd. 1.

Under no circumstances, however, shall a party be required to pay on behalf of itself and other parties, any amounts in excess of the limits on liability established in Minnesota Statutes, Chapter 466 applicable to any one party. The limits of liability for both of the parties may not be added together to determine the maximum amount of liability for either party. Neither Party waives any immunities or limits on liability it enjoys under Minnesota Statutes or common law.

The intent of this provision is to impose on each Requesting Party a limited duty to defend and indemnify a Responding Party for claims arising within the Requesting Party's jurisdiction. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among defendants, and to permit liability claims against multiple defendants from a single occurrence to be defended by a single attorney.

No party to this Agreement nor any officer of any party shall be liable to any other party or to any other person for failure of any party to furnish assistance to any other party, or for recalling assistance, both as described in this Agreement.

Each party shall be responsible for injuries or death of its own personnel. Each party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing assistance pursuant to this Agreement. Each party waives the right to sue any other party for any workers' compensation benefits paid to its own employee or volunteer or their dependents, even if the injuries were caused wholly or partially by the negligence of any other party or its officers, employees, or volunteers.

Each party shall be responsible for damages to or loss of its own equipment. Each party waives the right to sue the other party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of the other party or its officers, employees, or volunteers.

V. MISCELLANEOUS

1. This Agreement may be amended by written agreement of all the Parties.
2. This Agreement is made under the law of the State of Minnesota.
3. This Agreement is entered into for the benefit of the Parties and is not intended to provide any rights to any third parties.

4. This Agreement is not exclusive and is not intended to replace any other mutual aid agreements any of the Parties may have in place.

VI. DURATION AND TERMINATION

This Agreement will be effective from the date of execution by each Party. Any party may withdraw from this Agreement upon thirty (30) days written notice to the other Party or Parties to the Agreement.

VII. EXECUTION

Each party hereto has read, agreed to and executed this Mutual Aid Agreement on the date indicated.

IN WITNESS WHEREOF, the undersigned, have executed this Agreement on behalf of the respective Parties.

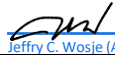
CITY OF BROOKLYN PARK

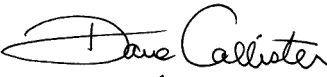
By _____, its Mayor Date _____

By _____, its City Manager Date _____

By _____, its Fire Chief Date _____

CITY OF PLYMOUTH

By  _____, its Mayor Date 8/20/24
Jeffrey C. Wosje (Aug 20, 2024 10:49 PDT)

By  _____, its City Manager Date 8/19/2024

By  _____, its Fire Chief Date 8/19/2024
Rodger Coppa (Aug 19, 2024 09:46 CDT)

AUTOMATIC AID AGREEMENT

RECITAL

This Automatic Aid Agreement (“Agreement”) is made between the **City of Brooklyn Park and the City of Plymouth** pursuant to Minnesota Statutes, section 471.59 which authorizes the joint and cooperative exercise of powers common to contracting parties. The intent of this Agreement is to make equipment, personnel and other resources available to political subdivisions from other political subdivisions for fire, rescue, and other emergency services.

AGREEMENT

In exchange for the mutual promises made herein, the Parties hereby agree as follows:

I. DEFINITION OF TERMS

1. “Party” or “Parties” means the City of Brooklyn Park or the City of Plymouth or both.
2. “Requesting Official” means the person designated by a Party who is responsible for requesting Assistance from other Parties.
3. “Requesting Party” means a party that requests assistance from other parties.
4. “Responding Official” means the person designated by a party who is responsible to determine whether and to what extent that party should provide assistance to a Requesting Party.
5. “Responding Party” means a party that provides assistance to a Requesting Party.
6. “Assistance” means fire and/or emergency medical services personnel and/or associated equipment.
7. “Specialized Activities” means non-emergency Assistance including, but not limited to, the following: fire investigators, fire inspectors, fire educators, fire instructors, training personnel, and associated equipment and facilities.

II. AUTHORIZATION

Each of the Cities participating in this agreement hereby authorize their respective fire agencies to respond to and receive Automatic Aid services pursuant to the terms of this Agreement and to otherwise take such actions as are needed to provide and receive assistance as provided herein.

III. AUTOMATIC AID PROCEDURE

1. Request for Assistance.
Whenever, in the opinion of a Requesting Official, there is a need for assistance from the other party, the Requesting Official may call upon the Responding Official of the other party to furnish assistance.
2. Response to request.
Upon the request for assistance from the Requesting Party, the Responding Official may authorize and direct his/her party's personnel to provide assistance to the Requesting Party. This decision will be made after considering the needs of the responding party and the availability of resources.
3. Recall of Assistance.
The Responding Official may at any time recall such assistance when in his or her best judgment or by an order from the governing body of the Responding Party, when it is considered to be in the best interests of the Responding Party to do so.
4. Command of Scene.
The Requesting Party shall be in command of the Automatic Aid scene. The personnel and equipment of the Responding Party shall be under the direction and control of the Requesting Party until the Responding Official withdraws assistance.
5. Charges for Assistance.
No charges will be levied by a Responding Party to this Agreement for assistance rendered to a Requesting Party under the terms of this Agreement unless that assistance provided for a single incident response, or a group of associated incidents continues for a period of more than eight hours. If assistance provided under this Agreement continues for more than eight hours, the Responding Party may submit to the Requesting Party an itemized bill for the actual cost of assistance provided after the initial eight-hour period, including salaries, overtime, materials and supplies, and other necessary expenses, and the Requesting Party will reimburse the party providing the assistance for that amount. Such charges are not contingent upon the availability of federal or state government funds.

IV. LIABILITY AND INDEMNIFICATION

For the purposes of the Minnesota Municipal Tort Liability Act (Minn. Stat. Ch. 466), the employees and officers of the Responding Party are deemed to be employees (as defined in Minn. Stat. § 466.01, subd. 6) of the Requesting Party.

The Requesting Party agrees to defend and indemnify the Responding Party against any claims brought or actions filed against the Responding Party or any officer, employee, or volunteer of the Responding Party for injury to, death of, or damage to the property of any third person or

persons, arising from the performance and provision of assistance in responding to a request for assistance by the Requesting Party pursuant to this Agreement.

For purposes of determining total liability for damages pursuant to Minn. Stat. § 471.59, subd. 1a(b), the Parties are considered a single governmental unit, and the total liability of the Parties shall not exceed the limits on governmental liability for a single governmental unit as specified in Minn. Stat. § 466.04, subd. 1.

Under no circumstances, however, shall a party be required to pay on behalf of itself and other parties, any amounts in excess of the limits on liability established in Minnesota Statutes, Chapter 466 applicable to any one party. The limits of liability for both of the parties may not be added together to determine the maximum amount of liability for either party. Neither Party waives any immunities or limits on liability it enjoys under Minnesota Statutes or common law.

The intent of this provision is to impose on each Requesting Party a limited duty to defend and indemnify a Responding Party for claims arising within the Requesting Party's jurisdiction. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among defendants, and to permit liability claims against multiple defendants from a single occurrence to be defended by a single attorney.

No party to this Agreement nor any officer of any party shall be liable to any other party or to any other person for failure of any party to furnish assistance to any other party, or for recalling assistance, both as described in this Agreement.

Each party shall be responsible for injuries or death of its own personnel. Each party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing assistance pursuant to this Agreement. Each party waives the right to sue any other party for any workers' compensation benefits paid to its own employee or volunteer or their dependents, even if the injuries were caused wholly or partially by the negligence of any other party or its officers, employees, or volunteers.

Each party shall be responsible for damages to or loss of its own equipment. Each party waives the right to sue the other party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of the other party or its officers, employees, or volunteers.

V. MISCELLANEOUS

1. This Agreement may be amended by written agreement of all the Parties.
2. This Agreement is made under the law of the State of Minnesota.
3. This Agreement is entered into for the benefit of the Parties and is not intended to provide any rights to any third parties.

4. This Agreement is not exclusive and is not intended to replace any other Automatic Aid agreements any of the Parties may have in place.

VI. DURATION AND TERMINATION

This Agreement will be effective from the date of execution by each Party. Any party may withdraw from this Agreement upon thirty (30) days written notice to the other Party or Parties to the Agreement.

VII. EXECUTION

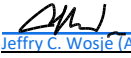
Each party hereto has read, agreed to and executed this Automatic Aid Agreement on the date indicated.

IN WITNESS WHEREOF, the undersigned, have executed this Agreement on behalf of the respective Parties.

CITY OF BROOKLYN PARK

By _____, its Mayor Date _____
By _____, its City Manager Date _____
By _____, its Fire Chief Date _____

CITY OF PLYMOUTH

By  _____, its Mayor Date 8/20/24
By  _____, its City Manager Date 8/19/2024
By  _____, its Fire Chief Date 8/19/2024

City of Brooklyn Park Request for Council Action

Agenda Item:	4.9	Meeting Date:	September 23, 2024
Agenda Section:	Consent	Originating Department:	Operations and Maintenance
Resolution:	X	Prepared By:	Marc Culver, City Engineer
Ordinance:	N/A		
Attachments:	2	Presented By:	Marc Culver, City Engineer
Item:	Approve the Master Services Agreement with OpenGov for Professional Services for Asset Management		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-_____ TO APPROVE THE MASTER SERVICES AGREEMENT WITH OPENGOV FOR PROFESSIONAL SERVICES FOR ASSET MANAGEMENT AND TO AUTHORIZE THE MAYOR AND CITY MANAGER TO EXECUTE THE AGREEMENT

Overview:

This request is to approve the order and associated master services agreement with OpenGov, Inc. for professional services related to providing a comprehensive asset management system for the City of Brooklyn Park.

The Cartegraph asset management system, provided by OpenGov, will include domains, or modules, for managing assets in Parks, Facilities, and the Water Treatment Plant, as well as the Signs and Supports asset which the City currently has a license for. This system will allow staff to track maintenance activities, life cycles, service calls and other information related to assets in these areas. Tracking these items will provide information to staff to more accurately plan for replacements and better inform the CIP and budget process.

The City has been using the signs and supports asset from Cartegraph for many years and has had good experience with the software. This expansion of this system allows us to build on what we already have developed in the sign area and extend the previous contact and working relationship with OpenGov to include additional domains.

Long term, staff intends to expand the system further and add domains for the remaining assets within Operations and Maintenance. This will be reviewed over time and considered during the City's normal budgeting process.

The Master Services Agreement as presented commits the City to a three year term with set pricing as shown on the attached order form. The first payment includes the annual Enterprise Asset Management fee of \$75,400 as well as \$69,905 for Deployment which includes services for product configuration, data import, and training.

Year 2 and Year 3 Enterprise Asset Management Fees will be set for \$79,170 and \$83,128.50 respectively. These will be included in the annual operations budgets for O&M in those years.

Primary issues/alternatives to consider:

- Should the Council approve the Master Services Agreement?

Operations and Maintenance staff recommends approval as presented.

Budgetary/Fiscal Issues:

The recommended 2024 payment of \$145,305.00 will be paid using ARPA funds. 2025 and 2026 payments will be split among the Water Utility, Facilities, and Park operating budgets.

Attachments:

4.9A RESOLUTION

4.9B MASTER SERVICES AGREEMENT WITH ORDER FORM

RESOLUTION #2024-

RESOLUTION TO APPROVE THE MASTER SERVICES AGREEMENT WITH OPENGOV FOR
PROFESSIONAL SERVICES FOR ASSET MANAGEMENT

WHEREAS, Asset Management is a vital and critical component to maintaining and rehabilitating public infrastructure ; and

WHEREAS, the Minnesota Legislature recently created the Infrastructure Resilience Advisory Task Force which strongly advocates that all public agencies maintain a robust asset management system; and

WHEREAS, staff has used a sign asset management system called Cartegraph provided by OpenGov, Inc., for over 10 years and wishes to expand that system to work towards a comprehensive and robust asset management system; and

WHEREAS, staff has negotiated a Professional Services Agreement referred to as the Master Services Agreement with OpenGov, Inc.to provide a comprehensive and robust asset management system.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park approve the Master Services Agreement with OpenGov for Professional Services for Asset Management and to authorize the Mayor and City Manager to execute the agreement.

OpenGov Master Services Agreement

The parties to this Master Services Agreement (this "Agreement") are OpenGov, Inc., a Delaware corporation ("OpenGov"), and the customer named in the signature block below ("Customer"). This Agreement, which becomes binding when the parties have signed it (the "Effective Date"), sets forth the terms under which Customer will be permitted to use OpenGov's hosted software services and receive professional services.

1. Definitions

- 1.1. "Customer Data" means data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer's software systems of record). Customer Data does not include any confidential personally identifiable information.
- 1.2. "Documentation" means materials produced by OpenGov that provide information about OpenGov's software products and systems.
- 1.3. "Intellectual Property Rights" means all intellectual property rights including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature.
- 1.4. "Order Form" means the document(s) separately executed by the parties or attached as an Exhibit, that specifies the Software Services that OpenGov will provide to Customer under this Agreement.
- 1.5. "Term" refers to the Initial Term defined in Section 6.1 plus all Renewal Terms defined in Section 6.2.

2. Software Services, Support, and Professional Services

- 2.1. **Software Services.** Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to provide the commercial-off-the-shelf software solutions identified in the applicable Order Form ("Software Services"). Software Services do not include any pre-release features, functionality, and/or software that Customer elects to use while they are in beta.
- 2.2. **Support and Service Levels.** Customer support is available by email to support@opengov.com or by using the chat messaging functionality of the Software Services, both of which are available during OpenGov's standard business hours. Customer may report issues any time; however, OpenGov will address issues during business hours. OpenGov will provide support for the Software Services in accordance with the Support and Software Service Levels found at opengov.com/service-sla, as long as Customer is entitled to receive support under

the applicable Order Form and this Agreement.

2.3. Professional Services

2.3.1. If OpenGov or its authorized independent contractors provides professional services to Customer, such as implementation services, then these professional services ("Professional Services") will be described in an applicable statement of work ("SOW") agreed to by the parties, which is incorporated by reference. Unless otherwise specified in the SOW, any pre-paid Professional Services must be utilized within one year from the Effective Date.

2.3.2. Relevant travel expenses are provided in the SOW. Any other travel expenses related to the performance of the Professional Services shall be pre-approved by and reimbursed by Customer.

3. Restrictions and Responsibilities

3.1. Restrictions. Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement. In addition, Customer shall not, and shall not permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services, including but not limited to load testing, or stress testing; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any confidential personally identifiable information to OpenGov or the Software Services platform.

3.2. Responsibilities. Customer shall be responsible for obtaining and maintaining computers and third-party software systems of record (such as Customer's ERP systems) needed to connect to, access or otherwise use the Software Services. Customer also shall be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) all uses of Customer user accounts by any party other than OpenGov.

4. Intellectual Property Rights; License Grants; Access to Customer Data

4.1. Software Services. OpenGov owns all interests and Intellectual Property Rights in the Software Services. The look and feel of the Software Services, including any custom fonts, graphics and button icons, are the property of OpenGov. Customer may not copy, imitate, or use them, in whole or in part, without OpenGov's prior written consent. Subject to Customer's obligations under this Agreement, OpenGov grants Customer a non-exclusive, royalty-free license during the Term to use the Software Services.

- 4.2. **Customer Data.** Customer Data and the Intellectual Property Rights therein belong to Customer. Customer grants OpenGov and its partners (such as hosting providers) a non-exclusive, royalty-free license to use, store, edit, and reformat Customer Data for the purpose of providing the Software Services. Customer further agrees that OpenGov and its partners may use aggregated, anonymized Customer Data for purposes of product enhancement, customer service, and data analysis. Insights gleaned from aggregated, anonymized Customer Data will belong to OpenGov.
- 4.3. **Access to Customer Data.** Customer may download Customer Data from the Software Services at any time during the Term, excluding during routine software maintenance periods.
- 4.4. **Deletion of Customer Data.** Unless otherwise requested pursuant to this Section 4.4, upon the termination of this Agreement, Customer Data shall be deleted pursuant to OpenGov's standard data deletion and retention practices, which is to delete Customer Data 45 days after termination or expiration of the Agreement. Upon written request, Customer may request deletion of Customer Data prior to the date of termination of this Agreement. Such a request must be addressed to OpenGov Vice President, Customer Success" at OpenGov's address for notice in Section 10.2.
- 4.5. **Feedback.** Feedback" means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Software Services provided by Customer to OpenGov, including feedback provided through online developer community forums. Customer grants OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate Feedback into the Software Services and Documentation. OpenGov will exclusively own any improvements or modifications to the Software Services and Documentation based on or derived from any of Customer's Feedback including all Intellectual Property Rights in and to the improvements and modifications.
- 4.6. **Minnesota Government Data Practices Act.** Notwithstanding the foregoing, this Agreement is subject to the Minnesota Government Data Practices Act (MGDPA), codified in Chapter 13 of the Minnesota Statutes. All of the data created, collected, received, stored, used, maintained, or disseminated by OpenGov in performing functions under this Agreement is subject to the requirements of the MGDPA and OpenGov must comply with those requirements as if it were a governmental entity. If any provision of this Agreement conflicts with the MGDPA or other Minnesota state laws, state law shall control. OpenGov agrees to hold the City, its officers, and employees harmless from any claims resulting from the OpenGov's unlawful disclosure or use of data protected under state or federal laws, regardless of the limits of insurance coverage. Further, OpenGov must ensure that all applicable notices are provided consistent with Minn. Ch. 13, including Tennessee warnings. OpenGov's duties and obligations within this section shall survive the expiration of this Agreement.

5. Confidentiality

- 5.1. **Confidential Information"** means all confidential business, technical, and financial information of the disclosing party that is marked as Confidential" or an equivalent

designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure. OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services, and all Documentation.

- 5.2. Confidential Information does not include: (a) data that Customer has previously released to the public; (b) data that Customer would be required to release to the public upon request under applicable federal, state, or local public records laws; (c) Customer Data that Customer requests OpenGov make available to the public in conjunction with the Software Services; (d) information that becomes publicly known through no breach by either party; (e) information that was rightfully received by a party from a third party without restriction on use or disclosure; or (f) information independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information.
- 5.3. Each party agrees to obtain prior written consent before disclosing any of the other party's Confidential Information. Each party further agrees to use the other's Confidential Information only in connection with this Agreement. Each party further agrees to protect the other party's Confidential Information using the measures that it employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. If a party is required to disclose Confidential Information by law or court order, they must notify the other party in writing before making the disclosure to give the other party an opportunity to oppose or limit the disclosure.

6. Term and Termination

- 6.1. Initial Term. This Agreement begins on the Effective Date and ends on the date the subscription ends (Initial Term"), according to the Order Form, unless sooner terminated pursuant to Section 6.3.
- 6.2. Renewal. Unless the parties enter into a new Order Form to renew the Agreement for an additional period of no less than one (1) year ("Renewal Term"), this Agreement shall terminate at the end of the applicable Initial Term or Renewal Term. Termination for Cause. If either party materially breaches any term of this Agreement and fails to cure such breach within 30 days after receiving written notice by the non-breaching party, the non-breaching party may terminate this Agreement.
- 6.3. Termination for Non-Appropriation. For any term after the first full year of this Agreement, Customer may terminate this Agreement if it does not appropriate funds to continue this Agreement in a future fiscal year by providing notice in writing no less than 30 days before the end of the then-current term. Such termination shall be effective upon the expiration of the then-current term. To invoke termination under this section, Customer must use good faith efforts to secure the appropriate funds for the next year's fees.
- 6.4. Effect of Termination. Upon termination of this Agreement pursuant to Section 6: (a)

Customer shall pay in full for all Software Services and Professional Services for the then-current annual term, (b) OpenGov shall stop providing Software Services and Professional Services to Customer; and (c) each party shall (at the other party's option) return or delete any of the other party's Confidential Information in its possession.

7. Payment of Fees

7.1. Fees; Invoicing; Payment; Expenses.

7.1.1. Fees. Fees for Software Services and for Professional Services are set forth in the applicable Order Form, and OpenGov will invoice Customer accordingly. Customer agrees to pay invoices within 35 days. Invoices are deemed received when OpenGov emails them to Customer's designated billing contact. Obligations to pay fees are non-cancelable, and payments are non-refundable.

7.1.2. Annual Software Price Adjustment. OpenGov shall increase the fees for the Software Services during any Renewal Term by 5% each year or as otherwise agreed upon in the applicable renewal Order Form.

7.1.3. Travel Expenses. OpenGov will invoice Customer for travel expenses provided in the SOW or Order Form as they are incurred. Customer shall pay all such valid invoices within 30 days of receipt of invoice. Receipts shall be provided for the travel expenses listed on the invoice.

7.2. Consequences of Non-Payment. If Customer fails to make any payments required under any Order Form or SOW, then in addition to any other rights OpenGov may have under this Agreement or applicable law, (a) Customer will owe a late interest penalty of the maximum rate permitted by law and (b) If Customer's account remains delinquent (with respect to payment of an undisputed invoice) for 10 days after receipt of a delinquency notice from OpenGov, which may be provided via email to Customer's designated billing contact, OpenGov may temporarily suspend Customer's access to the Software Service for up to 90 days to pursue good faith negotiations before pursuing termination in accordance with Section 6.3. Customer will continue to incur and owe all applicable fees irrespective of any such service suspension based on such Customer's delinquency.

7.3. Taxes. All fees under this Agreement are exclusive of any applicable sales, value-added, use or other taxes ("Sales Taxes"). Customer is solely responsible for all Sales Taxes, not including taxes based solely on OpenGov's net income. If any Sales Taxes related to the fees under this Agreement are found at any time to be payable, the amount may be billed by OpenGov to, and shall be paid by, Customer. If Customer fails to pay any Sales Taxes, then Customer will be liable for any related penalties or interest and will indemnify OpenGov for any liability or expense incurred in connection with such Sales Taxes. In the event Customer or the transactions contemplated by the Agreement are exempt from Sales Taxes, Customer agrees to provide OpenGov, as evidence of such tax-exempt status, proper exemption certificates or other documentation as allowed by law.

8. Representations and Warranties; Disclaimer

8.1. By OpenGov.

- 8.1.1. General Warranty. OpenGov represents and warrants that it has all right and authority necessary to enter into and perform this Agreement.
- 8.1.2. Professional Services Warranty. OpenGov further represents and warrants that the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related SOW and generally prevailing industry standards. For any breach of the Professional Services warranty, OpenGov will re-perform the applicable services. If OpenGov is unable to re-perform such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must give written notice of any claim under this warranty to OpenGov within 90 days of the completion of Professional Services pursuant to the applicable SOW to receive such warranty remedies.
- 8.1.3. Software Services Warranty. OpenGov further represents and warrants that for the Term, the Software Services will perform in all material respects in accordance with the Documentation. The foregoing warranty does not apply to any Software Services that have been used in a manner other than as set forth in this Agreement. OpenGov does not warrant that the Software Services will be uninterrupted or error-free. Customer must give written notice of any claim under this warranty to OpenGov within 90 days of Customer discovering the defect. For any breach of the Software Services warranty, OpenGov will repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted. If OpenGov is unable to do so, Customer may terminate the license for such Software Services and will be entitled to recover all fees paid to OpenGov for the deficient Software Services.

8.2. By Customer. Customer represents and warrants that (a) it has all right and authority necessary to enter into and perform this Agreement; and (b) OpenGov's use of Customer Data pursuant to this Agreement will not infringe, violate or misappropriate the Intellectual Property Rights of any third party.

8.3. Disclaimer. OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. Limitation of Liability

9.1. By Type. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR

LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND A PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

- 9.2. By Amount. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED (3) THREE TIMES THE FEES PAID BY CUSTOMER TO OPENGOV FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.
- 9.3. Limitation of Liability Exclusions. The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each party accepts liability to the other for: (a) claims based on either party's intentional breach of its obligations set forth in Section 5 (Confidentiality), (b) claims arising out of fraud or willful misconduct by either party and (c) either party's infringement of the other party's Intellectual Property Rights.
- 9.4. No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply to Customer.

10. Miscellaneous

- 10.1. Logo Use. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines provided to OpenGov.
- 10.2. Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone. For notices required by the Agreement the parties must communicate more formally in a writing sent via USPS certified mail and via email. OpenGov's addresses for notice are: legal@opengov.com with a mailed copy to OpenGov, Inc., 660 3rd Street, Suite 100, San Francisco, CA 94107.
- 10.3. Anti-corruption. Neither OpenGov nor any of its employees or agents has offered or provided any illegal or improper payment, gift, or transfer of value in connection with this Agreement. The parties will promptly notify each other if they become aware of any violation of any applicable anti-corruption laws in connection with this Agreement.
- 10.4. Injunctive Relief. The parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a party's intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any other remedy that the aggrieved party may have, it shall be entitled to

seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.

- 10.5. Force Majeure. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing.
- 10.6. Severability; Waiver. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.
- 10.7. Survival. The following sections of this Agreement shall survive termination: Section 5. (Confidentiality), Section 7 (Payment of Fees), Section 4.4 (Deletion of Customer Data), Section 4.6 (Minnesota Government Data Practices Act), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability) and Section 10 (Miscellaneous).
- 10.8. Assignment. There are no third-party beneficiaries to this Agreement. Except as set forth in this Section 10.8, neither party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without the other party's written consent, which consent may not be unreasonably withheld, conditioned, or delayed. Either party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to its corporate affiliate or to any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement will benefit and bind permitted assigns and successors.
- 10.9. Independent Contractors. This Agreement does not create an agency, partnership, joint venture, or employment relationship, and neither party has any authority to bind the other.
- 10.10. Governing Law and Jurisdiction. This Agreement will be governed by the laws of Customer's jurisdiction, without regard to conflict of laws principles. The parties submit to personal jurisdiction and venue in the courts of Customer's jurisdiction.
- 10.11. Complete Agreement. OpenGov has made no other promises or representations to Customer other than those contained in this Agreement. Any additional or different terms in a purchase order or click-through agreement are expressly rejected by the Parties and are void. Any modification to this Agreement must be in writing and signed by an authorized representative of each party.

City of Brooklyn Park

OpenGov, Inc.

Signature _____

Signature _____

Name _____

Name _____

Title MAYOR

Title _____

Date _____

Date _____

City Manager

Signature _____

Name _____

Title CITY MANAGER

Date _____

City of Brooklyn Park

Request for Council Action

Agenda Item:	4.10	Meeting Date:	September 23, 2024
Agenda Section:	Consent	Originating Department:	Recreation and Parks
Resolution:	X	Prepared By:	Brad Tullberg, Recreation and Parks Director
Ordinance:	N/A		
Attachments:	1	Presented By:	Brad Tullberg
Item:	Authorize Application for Grant Funding through Hennepin Youth Activities Grant		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-____ TO AUTHORIZE APPLICATION FOR GRANT FUNDING THROUGH THE HENNEPIN YOUTH ACTIVITIES FACILITIES GRANT PROGRAM.

Overview:

The Twins Ballpark sales tax, approved by the Minnesota Legislature in 2006, funds the Hennepin Youth Sports Program. State legislation authorizing the construction of Target Field allows Hennepin County to use a portion of the 0.15% sales tax surcharge to grant over \$2 million dollars each year to Hennepin County communities to assist with youth activities.

Hennepin County is currently soliciting applications for the Youth Sports Facilities Grant. The purpose of the facility grants is to allow municipalities, park districts, watershed districts, and school districts to create, expand, or improve athletic and recreational facilities to enhance opportunities for youth participation. Grant funds are meant to be the last funds for a project; therefore, funding is not meant to be used for fundraising purposes or as seed money for new projects. Grant funding may not be used for programming, operations, or maintenance of any facility. Grants between \$100,000 to \$300,000 are available. Grant awards will be paid to grant recipients through a cost-reimbursement contract. The awards are paid as reimbursement after the Local Government Unit (LGU) submits documentation of project activity expenses.

Staff has reviewed grant requirements and agree to be bound by Hennepin County Grant Agreement and are prepared to be the fiscal agent for the award, to disburse the funds, and ensure the funds are used as listed in the application.

Primary Issues/Alternatives to Consider:

Staff recommends authorization to submit application for the Hennepin Youth Sports Facilities Grant to support the renovation and expansion of Zanewood Recreation Center.

Budgetary/Fiscal Issues:

Staff is requesting up to \$300,000 in Hennepin Youth Sports Facilities Grant funds to be used to support the renovation and expansion of the Zanewood Recreation Center.

Attachments:

4.10A RESOLUTION

RESOLUTION #2024-

RESOLUTION TO AUTHORIZE APPLICATION FOR GRANT FUNDING
THROUGH THE HENNEPIN YOUTH ACTIVITIES GRANT PROGRAM

WHEREAS, the Hennepin County Board of Commissioners, via the Hennepin Youth Activities Grants, provides for capital funds to assist local government units of Hennepin County for the development of sports or recreational facilities; and

WHEREAS, The City of Brooklyn Park (local government unit, hereinafter LGU) desires to develop the renovation and expansion of the Zanewood Recreation Center (hereinafter PROJECT).

NOW, THEREFORE BE IT RESOLVED BY THE CITY OF BROOKLYN PARK:

- I. The estimate of the total cost of developing PROJECT shall be \$10,000,000. The LGU is requesting \$ 300,000 from the Hennepin Youth Activities Grants and will assume responsibility for providing matching funds of \$ 9,700,000.
- II. The City of Brooklyn Park is the owner of the property where the PROJECT is located. The City of Brooklyn Park will own the property where PROJECT is located for at least the functional life of the facility, which is estimated to be 40 years. The PROJECT may not be converted to a non-public or non-recreational use within this time period without the approval of Hennepin County.
- III. The City of Brooklyn Park agrees to assume one hundred (100) percent of operational and maintenance costs for PROJECT. The City of Brooklyn Park will operate PROJECT for its intended purpose as stated in the PROJECT application for the functional life of the facility.
- IV. LGU agrees to enter into necessary and required agreements with Hennepin County for the specific purpose of developing the PROJECT and managing its long-term operation.
- V. That the City Manager is authorized and directed to execute the application for the Hennepin Youth Activities Grants program.

City of Brooklyn Park Request for Council Action

Agenda Item:	4.11	Meeting Date:	September 23, 2024
Agenda Section:	Consent	Originating Department:	Recreation and Parks Operations and Maintenance
Resolution:	X	Prepared By:	Brad Tullberg, Recreation & Parks Director Keith Ehrlichman, Information and Technology Manager
Ordinance:	N/A		
Attachments:	2	Presented By:	Brad Tullberg, Recreation & Parks Director Keith Ehrlichman, Information and Technology Manager
Item:	Authorize the City Manager to Enter into a Contract with Gateway Fiber to Install Fiber Optic Cabling Conduit and Purchase Fiber Optic Cable in 2024		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-_____ AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH GATEWAY FIBER TO INSTALL FIBER OPTIC CABLING CONDUIT AND PURCHASE FIBER OPTIC CABLE IN 2024.

Overview:

The City of Brooklyn Park uses an underground fiber network to connect city buildings to the City's data network. This network provides staff with access to the City's technology including computer applications, internet, telephone system, security cameras and numerous other technology items.

Background:

Gateway Fiber is installing fiber throughout the city as part of expanding their internet and cable TV services in the metro area. City staff met with Gateway, and they have agreed to install an additional conduit in areas that would support the connectivity of City facilities that are currently not connected to the City's fiber network.

Currently, wells and lift stations communicate with the water treatment plant through cellular connections. This is older technology and building out the City's fiber network to these locations will support the modernization of the City's SCADA system. There has also been requests for security cameras in multiple park locations. Fiber optic cabling plays a crucial role in supporting municipal operations involving water wells and security cameras due to their high-speed data transmission, reliability, bandwidth capacity, scalability, security, lower maintenance costs and can ensure efficient, real-time monitoring and control.

Project 1: Fiber conduit installed by Gateway to support future fiber connections to Well #1 and Well #2 for remote management and monitoring of operations and alarms. Additional conduit would be installed at Norwood Park and Monroe Park to support the connection and installation of security cameras and in addition to providing technology availability for programming and public use during rentals. The estimated cost is \$84,865 for Phase 1. Because Gateway will already be installing conduit for fiber optic cabling in these areas the estimated savings is approximately \$105,537 when compared to Brooklyn Park installing their own conduit. Brooklyn Park network connections would take place at 85th Ave and through Hennepin County fiber (already approved by the County).

Project 2: Fiber conduit installed by Gateway to support future fiber connections to Oak Grove Park to support existing security cameras using 4G cellular service, card access and other network related needs. Fiber optic connectivity will support better video quality and reliability. The estimated cost is \$16,140, a projected savings

of \$16,090 when compared to Brooklyn Park installing their own conduit. Brooklyn Park network access connection would take place at Hennepin County fiber on Zane Ave (already approved by the county)

In addition to the installation of the conduit to support the future fiber optic cabling, staff are recommending the purchase of materials from LOGIS to complete the cabling and connections at each location. This total cost for materials in Project #1 and Project #2 is estimated to be \$79,025. It is expected that the completion of the cabling and network connections would take place as part of a separate project in 2025.

Primary Issues/Alternatives to Consider:

The project savings being offered by Gateway is time sensitive because they are currently working in the area. The savings cannot be realized in the future once their installation is complete. The savings are identified compared to a stand-alone separate project.

Budgetary/Fiscal Issues:

Staff are recommending the use of American Rescue Plan Act funding for this project.

Attachments:

4.11A RESOLUTION

RESOLUTION #2024-

RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH GATEWAY FIBER TO INSTALL FIBER OPTION CABLING CONDUIT AND PURCHASE FIBER OPTIC CABLE IN 2024

WHEREAS, Brooklyn Park uses an underground fiber network to connect city buildings to the City's data network. This network provides staff with access to the City's technology including computer applications, internet, telephone system, security cameras and numerous other technology items; and

WHEREAS, Gateway Fiber is installing fiber throughout the city as part of expanding their services in the metro area and Gateway has agreed to install an additional conduit in areas that would support the connectivity of City facilities that are currently not connected to the City's fiber network; and

WHEREAS, wells and lift stations communicate with the water treatment plant through cellular connections and can benefit from fiber optic connections; and

WHEREAS, there have been requests for security cameras in multiple park locations that would be more reliable and have increased bandwidth capacity with fiber optic cabling; and

WHEREAS, in Project 1 fiber conduit would be installed by Gateway to support future fiber connections to Well #1, Well #2, Norwood Park and Monroe Park at an estimated cost of \$84,865, a savings of approximately \$105,537; and

WHEREAS, in Project 2 fiber conduit would be installed by Gateway to support future fiber connections to Oak Grove Park to support existing security cameras using 4G cellular service at an estimated cost of \$16,140, a projected savings of \$16,090; and

WHEREAS, staff are recommending the purchase of materials from Logis to complete the cabling and connections at the Project 1 and Project 2 locations at a cost of \$79,025; and

WHEREAS, the project savings being offered by Gateway is time sensitive because they are currently working in the area and savings cannot be realized in the future once their installation is complete; and

WHEREAS, staff are recommending the use of American Rescue Plan Act funds for this project.

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 Gateway Fiber to Install Fiber Optic Cabling Conduit and Purchase Fiber Optic Cable through LOGIS in 2024.

City of Brooklyn Park Request for Council Action

Agenda Item:	4.12	Meeting Date:	September 23, 2024
Agenda Section:	Action Item	Originating Department:	Recreation and Parks
Resolution:	X	Prepared By:	Brad Tullberg, Director of Recreation and Parks
Ordinance:	N/A		
Attachments:	2		
Item:	Award the Contract to Donlar Construction for the Renovation and Expansion of Zanewood Recreation Center and Authorize City Manager to Enter into a Contract Not to Exceed \$9,800,000		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-_____ TO AWARD THE CONTRACT TO DONLAR CONSTRUCTION FOR THE RENOVATION AND EXPANSION OF ZANEWOOD RECREATION CENTER AND AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT NOT TO EXCEED \$9,800,000

Overview:

As part of the 2018 Park Bond Referendum, \$2M was allocated for additional teen recreation center programming. On March 27, 2023, City Council approved a professional services agreement with Design by Melo to provide community engagement, concept planning and design development for a youth and teen recreation center. After extensive community engagement during the summer of 2023, it was determined that the most effective design would be to renovate the existing Zanewood Recreation Center to be utilized for dedicated K-5 program space, then construct an addition dedicated for teen programming. The new facility will feature gym space, space for workforce development, a Best Buy Teen Tech Center, arts programming space, gaming lounge, and general gathering space to give young people a place to engage in positive experiences and serve as a hub to support youth and families in Brooklyn Park.

The total cost of the project is estimated to be \$10M. At the July 8, 2024 meeting the City Council approved the following structure to fund the project:

- \$7.1M from 2018 Park Bond Referendum
- \$500k from 2023 Congressionally Directed Spending for Community Project Funding
- \$150k from Best Buy Teen Tech Center Grant
- \$750k from CDBG funding over next three funding cycles (\$250k per year)
- \$1.5M from the Open Space, Land Acquisition and Development (OSLAD) fund

Staff continue to seek grant opportunities during the construction of the Teen Center to offset the costs of the projects and minimize the amount of Park Bond Referendum funds needed for reallocation.

The project was advertised for proposals on July 25, 2024 in the Sun Post and on QuestCDN. A total of eight proposals were received on the due date of August 27, 2024. One contractor, Jorgenson Construction, withdrew their proposal immediately due to a calculation error in their submittal. Using the criteria defined in the Request for Proposal for Team Qualifications, Work Plan, and Project Cost, four firms were selected for interviews that were conducted on Friday September 6, 2024. Based on the final scores, including interviews and proposed value engineering opportunities, staff are recommending Donlar Construction as the best value contractor for the project.

Primary Issues/Alternatives to Consider:

4.12 Page 2

Staff and the architect (Design by Melo) recommend awarding the project to Donlar Construction

Budgetary/Fiscal Issues:

- The funding plan was approved at the July 8, 2024 City Council meeting
- Staff and the design team will continue to work with Donlar Construction to explore value engineering opportunities to further reduce overall project costs.

Attachments:

4.12A RESOLUTION

4.12B PROJECT SCORING GRID

RESOLUTION #2024-

RESOLUTION TO AWARD THE CONTRACT TO DONLAR CONSTRUCTION FOR THE RENOVATION AND EXPANSION OF ZANEWOOD RECREATION CENTER AND AUTHORIZE CITY MANAGER TO ENTER INTO A CONTRACT NOT TO EXCEED \$9,800,000

WHEREAS, a Youth and Teen Recreation Center project was part of the proposed 2018 Park Bond Referendum; and

WHEREAS, on March 27, 2023, City Council approved a professional services agreement with Design by Melo to provide community engagement, concept planning and design development for a youth and teen recreation center; and

WHEREAS, the project would be to renovate the existing Zanewood Recreation Center to be utilized for dedicated K-5 program space, then construct an addition dedicated for teen programming; and

WHEREAS, the total cost of the project was estimated to be \$10,000,000 and a funding plan was approved at the July 8, 2024 City Council meeting; and

WHEREAS, staff would continue seeking other grant funding opportunities to minimize the amount to be reallocated from the Park Bond Referendum projects; and

WHEREAS, the project was advertised for proposals on July 25, 2024 in the Sun Post and on QuestCDN and a total of eight proposals were received on the due date of August 27, 2024; and

WHEREAS, using the criteria defined in the Request for Proposal for Team Qualifications, Work Plan, and Project Cost, four firms were selected for interviews that were held on Friday September 6, 2024; and

WHEREAS, based on the final scores, including interviews and proposed value engineering opportunities, staff are recommending Donlar Construction as the best value contractor for the project; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park to Award the Contract to Donlar Construction for the Renovation and Expansion of Zanewood Recreation Center and Authorize City Manager to Enter into a Contract not to exceed \$9,800,000.

Company	Declaration (Pass/Fail)	Safety (Pass/Fail)	Team Qualifications (25)	Schedule & Work Plan (30)	Project Cost (25)	Short List Total	Interviews (20)	Final Score
Donlar Construction	Pass	Pass	24.5	27.5	21	73	19.75	92.75
Ebert Construction	Pass	Pass	23.75	26.25	22	72	19	91
C70 Construction	Pass	Pass	24.25	26.75	20	71	17.25	88.25
BCI Construction	Pass	Pass	23.5	23	23	69.5	18	87.5
Shaw - Lundquist	Pass	Pass	24.25	25.25	19	68.5	0	68.5
Stahl Construction	Pass	Pass	22.75	24	17	63.75	0	63.75
Flannery Construction	Pass	Pass	21	21.5	15	57.5	0	57.5

Average scores of four review team members

City of Brooklyn Park Request for Council Action

Agenda Item:	4.13	Meeting Date:	September 23, 2024
Agenda Section:	Consent	Originating Department:	Administration
Resolution:	N/A		
Ordinance:	N/A		
Attachments:	1		
Item:	Set public hearing date for October 14, 2024, to Consider the Recommendation of the Brooklyn Park Charter Commission to Amend Chapter 2, Section 2.06 and Chapter 4, Section 4.03 of the Home Rule City Charter		

City Manager's Proposed Action:

MOTION _____, SECOND _____ SET PUBLIC HEARING DATE FOR OCTOBER 14, 2024, TO CONSIDER THE RECOMMENDATION OF THE BROOKLYN PARK CHARTER COMMISSION TO AMEND CHAPTER 2, SECTION 2.06 AND CHAPTER 4, SECTION 4.03, OF THE HOME RULE CITY CHARTER.

The effect of this motion will be to set the public hearing to discuss changes to the City Charter. The proposed ordinances must be published in the official newspaper two weeks before the public hearings can be held.

Overview:

In 2023, the Commissioners held several meetings related to the length of vacancies and the expense of special elections.

At the December 13, 2023, meeting, the Commissioners voted on an amendment to Section 4.03 to be recommended to the City Council for approval.

At the February 12, 2024, council meeting, the public hearing and first read of the amendment to Chapter 4, section 4.03 was held. There was no public comment, and the Council did not have questions on the amendment. The first reading of the amendment passed unanimously.

At the February 26, 2024, council meeting, the Charter Commission Vice Chair Bor presented the second reading of the amendment to Chapter 4, Section 4.03

After lengthy discussions, the Council made a motion to table the amendment and have the Charter Commission create an approach of a council appointment if the vacancy was under two years and to appointing someone until the special election occurred.

At the April 10, 2024, Charter Commission meeting, the Commissioners held lengthy discussions and recommended to table their discussions on the amendment to Section 4.03 until a work session with the Council was held. Topics to be discussed at the work sessions were: The city charter, how Brooklyn Park was a charter city and its functions, how Commissioners were appointed, education around the laws the charter commission was governed, holding elections and the timing of elections.

At the May 6, 2024, Council Work session Chair Secara and Commissioners briefed the Council on the history of Special elections, length of their vacancies, Section 2.06-Special Primaries, uniform dates for Special elections and factors involved in special elections. Discussions were held on:

- The 50% plus one vote. If a candidate received a 50% plus one vote, they candidate was declared the winner and no need for the special election.

- Prior to 2014, Primaries were not held.
- Would Ranked Choice Voting be an option.
- Not having appointments as people earned the right to vote for their representative
- Having special elections on uniform dates per state election law
- Having an appointment process for more than 365 days in the unexpired term

At the June 12 Charter Commission meeting the Commissioners discussed the meeting with Council at the work session. After lengthy discussions the Commissioners voted to resubmit the proposed amendment to Section 4.03 as presented to the Council on February 12 and 26, 2024, based on the following discussions. The motion carried unanimously.

- *Appointments.* It was the consensus of the Commissioners that voters should be voting for the candidates at a special election instead of the Council appointing someone to represent a district.
- *Declaring Vacancies and ordering the special election.* The Commissioners recommended declaring the vacancy and ordering the special election at the same meeting to be more efficient and shorten the vacancy gap, and not use the entire 45 days as allowed by the charter. This requires an amendment to Section 2.06 of the city charter.

At the September 11 Charter Commission meeting, the Commissioners discussed the amendment to Section 2.06 related to the length of the vacancy. The Commissioners voted to forward the proposed amendment to Section 2.06 to the Council. The motion carried unanimously.

Primary Issues/Alternatives to Consider:

The following is a routine timetable:

September 23	Council set the public hearing
October 3	Public Hearing Notice and text of proposed ordinance is published
October 14	Public hearing and First Reading of Ordinance Held
October 28	Second Reading of Ordinance Held
November 7	Ordinance Published in Newspaper
February 5, 2025	Ordinance becomes effective (90 days after passage and publication)

Publication must be the exact language the Council will vote on.

Budgetary/Fiscal Issues: N/A

Attachments:

4.13A PUBLIC HEARING NOTICE

PUBLIC HEARING NOTICE
CITY OF BROOKLYN PARK

NOTICE IS HEREBY GIVEN that the Brooklyn Park City Council will hold a public hearing in the City Hall Council Chambers, 5200 - 85th Avenue North, Brooklyn Park, MN on Monday, October 14, 2024, at 6:00 p.m. or as soon thereafter as possible.

The purpose of the public hearing will be to consider recommendations of the Brooklyn Park Charter Commission to amend Chapter 2, Section 2.06 and Chapter 4, Section 4.03 of the Home Rule City Charter as follows:

ORDINANCE #2024-

AN ORDINANCE AMENDING CHAPTER 2, SECTION 2.06 AND CHAPTER 4, SECTION 4.03 OF THE
HOME RULE CITY CHARTER

~~Text with strikeouts is proposed for deletion.~~
Text with underline is proposed for insertion.

The City of Brooklyn Park does ordain:

Section 1. Chapter 2, Section 2.06 of the City Charter is amended to read as follows:

SECTION 2.06 COUNCIL VACANCIES

If any of the foregoing is determined to have happened, the Council shall, by resolution at the next regular or special Council meeting declare a vacancy on the Council to exist and call for a special election if one is required. Declaration date of vacancy shall be the date of the Council meeting at which the resolution is adopted. Vacancies must be publicly declared by resolution, posted at City Hall, and with notification to be given by any other practical means.

If 365 days or more remain in the term, the Council must upon declaring a vacancy, ~~within 45 days of the declaration date~~ order a special municipal election to fill the vacancy for the balance of the unexpired term. The Council shall set times for candidates to file for such office, however, filings may close no sooner than 7 days after the election is ordered. If a special primary election is required by Section 4.03 of this Charter, the special election must be held no more than 120 days after the election is ordered. If a special primary election is not required, the special election must be held no more than 75 days after the election is ordered. Except as provided in this section of the City Charter, all of the provisions of the Minnesota election law are applicable to the election as far as practicable.

Section 2. Chapter 4, Section 4.03 of the City Charter is amended to read as follows:

SECTION 4.03 PRIMARY MUNICIPAL ELECTIONS

The Council shall, whenever there are more than two candidates filing for any city-wide office or for resident Council member of any district, provide through ordinance or resolution for a primary election to be held city wide or in any particular district, and such primary election shall be held on a date not less than 25 days prior to the special or general election. At least 15 days notice shall be given by the Clerk of the time and places of holding such election, and of the officers to be elected, by posting a notice thereof in at least one public place in each district where the election is held, and by publishing a notice thereof on the city website and at least once in the official newspaper of the city. Uncontrollable circumstances causing failure to give such notice shall

not invalidate such election. This section does not apply to any special election held in 2022 to fill the vacancy in the office of council member for the East District.

If a primary election is required in connection with a special municipal election needed to fill a vacancy in the office of Council member or Mayor pursuant to Section 2.06, a candidate who receives more than 50% of the votes cast at the primary election shall be declared the winner. If no candidate receives more than 50% of the votes cast at the primary election, the two candidates receiving the most votes shall advance to a special municipal election pursuant to Section 2.06 and the applicable provisions of Minnesota election law.

City of Brooklyn Park

Request for Council Action

Agenda Item:	4.14	Meeting Date:	September 23, 2024
Agenda Section:	Consent	Originating Department:	Administration
Resolution:	X		
Ordinance:	N/A		
Attachments:	2		
Item:	Adopt a Resolution Appointing Election Judges for the November 5, 2024 General Election		
		Prepared By:	Devin Montero, City Clerk
		Presented By:	Devin Montero

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-_____ APPOINTING ELECTION JUDGES FOR THE NOVEMBER 5, 2024 GENERAL ELECTION.

Overview:

Minnesota State Statute, 204B.21, Subdivision 2, requires election judges for precincts in a municipality to be appointed by the governing body of the municipality at least 25 days before the election at which the election judges will serve. Attached is the list of election judges assigned to the General Election on November 5, 2024.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments:

4.14A RESOLUTION
4.14B EXHIBIT A

RESOLUTION #2024-

RESOLUTION APPOINTING ELECTION JUDGES FOR THE
NOVEMBER 5, 2024, GENERAL ELECTION

WHEREAS, Minnesota State Statute, 204B.21, Subdivision 2, requires election judges for precincts in a municipality to be appointed by the governing body of the municipality at least 25 days before the election.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park that the election judges for the November 5, 2024, General Election be appointed as presented by the City Clerk per Exhibit A attached hereto and made a part hereof and further authorizing the City Clerk to appoint additional judges if and where needed.

Exhibit A

Marion Abell
Heather Adams
Kristi Adams
Leslie-Anne Adams-Green
Moses Agbonkhese
Alhassan Ahmed
Sunday Alabi
Jacqueline Alexander
Marvelous Anako
Joanne Anders
Lori Anderson
Marcus Anderson
Nancy Anderson
Nicholas Anderson
Gerald Andresen
Rick Andresen
Chukwunedu Arah
Rosanna Baffa
Elizabeth Baker
Amber Bakken
Colleen Baldwin
Yahira Barreto-Paredes
John Battle
Angela Batzlaff
Terrence Beckman
Nichole Benitez
Mark Bergeron
Sandy Bergeron
Melody Bird
George Bonnell
Sarah Blum
Carolyn Boganey
Tami Bombich
Constance Boord
Barbara Bor
Donna Bourgeois
Nicole Bredesen
Kiante Brewer
David Brom
Laurie Brown
Phyllis Brown
Debra Browne
Linda Browning
Joe Broyles

Janet Buczek
Sara Buggs
Abubakarr Bundu
Kim Bunyan
Thomas Butler
Kristi Calvert
Colin Campbell
Craig Canham
Marcia Capra
Lorina Cardon
Nancy Carrigan
Cristina Carstens
Jonathan Carter
Lisa Cartwright
Lisa Caswell
Pamela Chandler
Jennifer Charon
Patrick Chittester
Benjamin Christiansen
Suzanne Ciebiera
Benjamin Clark
David Cole
Walter Cole
Kim Coleman
Liam Coley
Margaret Coley
Joanne Collier
Othello Collins
Arthur Cooper
Jennifer Corbett
Kelly Costanzo
Tucker Coyer
Beth Crandall
Dean Creighton
Janice Daggett
Deanna Dahl
Nathanael Dallaire
Bonton Davies
Datron Davis
Jennifer Dean
Steven Debner
Marisa Delarosa
Kim Denny
Melia Derrick
Jennifer Desiato

Julie Deuth
Arthur (Dana) Dickson
Ruth Dickson
Angelika Difort
Wayne Doe
Teewon Dolopei
Ellen Dosdall
Elizabeth Douglas
Jacalyn Douglas
Linda Dow
Susan Dwyer
Merilee Ebent
Jayvar Eckford
Candice Edwards
Mary Eickholt
Elizabeth Eiden
Dean Elstad
Erica Enerson
Sharon Engels-Chupurdia
Kirk Enzenauer
Steven Erickson
Linda Erlandson
Brent Evander
Patricia Fair
Michael Felien
Michelle Ferrel
Patricia Flugaur
Julie Foster
Deborah Francis
Maria Frederickson
William Fredrick
Donna Freeberg
Benjamin Fugate
Greg Fuher
Jeffery Fuller
Annie Gaffney
Jerry Gale
Jerrod Gates
Michel Gayflor
Etta Gbeizon-Bornor
Kim Gerou
Daniel Gibbons
Dionne Gigley
Steven Gilbertson
Aaron Gilsdorf

Zaria Gladen
Michael Goebel
Janet Golubski
Julia Gordon
Alice Grady
Sharon Greaves
Kathryn Green
Verleaner Green
Lisa Greene
Joshua Griffis
Joyce Grim
Anthony Gully
Kathleen Guthrie
Thomas Guthrie
Kaitlin Gutierrez-Hernandez
Sandra Gutzwiller
Donna Hageman
Kendra Halvorson
Linda Hammond
Robert Hansen
Ellen Hanson
Rachel Harms
Angelique Harrington
George Harris
Lillie Harris
Andrea Harris-Ward
Carolyn Hartfiel
Michael Hedman
Sharon Hedman
Stephen Hedman
Julie Heiskala
Dezra Helgeson
Joel Helgeson
Carol Helseth
Nancy Hennen
Angela Henning
Vicki Herald
Susan Herbach
Connie Hergenrader
Danette Hoffstrom
Ronald Holmgren
Frances Howard
Juanita Howard
Maakai Howard
LeeAnn Huff
Nausheena Hussain
Marian Hutchens

Vicki Imholte
Peggy Isaacs
Timothy Ista
Fatmata Janneh
Robert Janson Kelley
Jacqueline Johnsen
Calli Johnson
Carla Johnson
Cheryl Johnson
David Johnson
Eleanor Johnson
Evangeline Johnson
Kamah Johnson
Rachel G Johnson
Reid Johnson
Susan M Johnson
Jean Jones
Daniel Jorenby
Angela Kabia
Bernadette Kafoe
Courage Kai
Matenneh Kai
David Kaliher
Julie Kari
Charles Karver
Elizabeth Kelly
Linda Kelly-Allen
Jackie Kern
John Keymer
Kirsten Khan
David Kinson
Steven Kircher
Jenel Kittleson
Nancy Kline
Kirk Kluempke
Denise Knox
Lina Knox
Dorothy Knuckey
Linda Koenig
Henason Kollie
Darryl Kollodge
Ann Kopitzke
Debra Korb
Ann Koski
Albert Kowalczyk
Walter A Kowalski
Janet Kramer

John Krasne
Paul Kratoska
Teresa Kratoska
Teresa Kurkowski
Christopher Kurle
Amy Kust
Dylan LaFontaine
Darian LaRose
Trudi LaRose
Nancy Larson
Victoria Larson
Susan Lauer-Browen
Debra Layer
Julie Lee
Maiva Lee
Debra Lehr
Michael Leicher
Debra Lenzen
Joseph Levens
Joyce Lewis
Sherri Linderman
Heidi Linhoff
Paul Lockwood
Cheryl Lombardi
Nancy Lottman
DeVona Love
Daniel Lubinus
Joy Lubinus
Jonathan Lung
Pamela Lung
Nanette Lunquist
Kathy Maas
Susan Mabera
Ann Maczuga
Teri Maggi
Kathleen Malecki
Robert Malecki
Joanne Mann
David Mantini
Kevin Marciniak
Melissa Marengo
Jorge Martinez
Cynthia Matthew
Shelly Mattox
Diane Maus
Richard Mayieka
Amina Mazhar

Vanessa Mazhar
Sedric McClure
SueAnn McGarvey
Barbara McGehee
Jean McKinney
John McLain
Jasmine Medley
Lynee Meier
Barbara Meissner
Jammer Miceli
Michele Micklewright
Diane Miller
Karen Miller
Pamela Miller
Nancy Miller Lennon
Janice Miskowic
Theresa Mitchell
Louise Montague
Sarah Moore
Vernitta Moore
Jeanne Morales
Sierra Morris
Mary Morrison
Anastanciah Mose
Edwige Moses
Andrew Moua
Melissa Mound
Nurah Muhammad
Michelle Muhich
Adele Munsterman
Walter Munsterman
Susan Myers
Lacy Myrman
Brenda Nelson
Cheryl Nelson
Kirk Nelson
Stephen Nelson
Amanda Nerud
Mary Newman
Helen Ng
Mychi Nguyen
Stephen Nichols
Gene Nisja
Karen Norberg
Jane Norris
Mark Nyemah IV
Danielle Oas

Katherine O'Brien Mathis
Blayde Oelkers
Harley Oelschlager
Michelle Olsen
Bradley Olson
Emerson Olson
Sheryl Olson
Joash Omandhi
Umebe Onyejekwe
Miriam Osammor
Charles Osugo
Tammy Otten
Doris Oyinloye
Shannon Parkhurst
Ilona Parunakova
Carol Parks
Jeffrey Parupsky
Patricia Patterson
Brenda Paynter
Mark Paynter
Susan Pearson
Charles Peek
Suzanne Perry
Barbra Pettis
MayKia Pha
Thai Pham
Edward Pheifer
James Phillips
Jenifer Pietari
Matthew Piscitelli
John Plante
Tyrone Plunkett
Kimberly Pollmann
Christina Potyondy
Pshorrwon Pshorr
Troy Pullis
Bruce Purcell
Pamela Quigley
Imran Qureshi
Michelle Ranelle
Lewanna Rathbun
Debra Redepenning
Kimberly Reese
Melissa Reichert
Aria Reickard
Chad Reickard
Kristin Reickard

Theresa Reuter
Michael Ricci
Vicki Richardson
Pearl Riska
Kevin Rouse
Scott Rugel
Celeste Rundquist
Tracy Rusinyak
Deanna Russell
Grady Salseg
Thomas Samlaska
Araceli Sanchez-Castruita
Christy Sandberg
David Saraj
Angela Sauro
John Schaefer
Charles Schaub
Diane Schaub
Joel Scheumann
Kimberly Schiller
John Schoffstall
Kim Schoffstall
Michael Schollmeyer
Jill Schuerman
Kevin Schuerman
Jeri Shufelt
Connie Sue Schulenburg
Janice Schulz
James Schwartz
Dionne Scott
Jerri Searcy
Kenneth Sengita
Andrew Servi
John Shea
Crixell Shell
Ben Sherman
Cynthia Sherman
Cindy Shevlin-Woodcock
Clinton Shreve
Ann Sievers
Jennifer Simmons
Scott Simmons
Tammra Simmons
Jo Anne Simonson
Neil Sing
Diane Small
Bruce Smith

Laura Smith
Pauline Smith
Sonia Smith
Theresa Soholt
Paul Sorby
Stephen Spellman
Jodi Spoden
Linda Spotts
Jo Ssekyaaya
Jodi Stanislawski
Gwen Steele
Diane Stenberg
Cheryl Stephani
Tracie Stevens
Angela Steward-Randle
Gerald Stigall
Zhenya Stone-Condon
Charles Strand
Melissa Strate
Kassandra Supalla
Gina Swanson
Jenny Swanson
Susan Swant
Thomas Swerdlick
Cheri Sykes
Maryterese Synstelien
Joseph Tanner
Eve Taylor
Christopher Tessman
Joyce Thayer
Frances Thiam
Brianna Thibodeau
Rafito Thomas
Ebun Thorpe
Denis Tilog
Geri Timperley
Jeremy Tin
Tinna Tin
Megan Tischler
Glenn Toby
Neal Todd
Susan Tomczik
Christine Tommerdahl
David Toner
Steven Townsend
Hieu Tran
Maria Tran

John Tum
Patience Turttoe-Sanders
Legesse Urgessa
Dawn Vakula
Lorna Van de Streek
Vanessa VanLiew
Alexander Vasquez
Anung Vilay
Richard Vosika
Timothy Wagener
Jacob Wager
Rosemary Wagner
Jess Walczak
Erica Walker
Rebecca Walker
Ijahlee Waller
Karoll Walsh
Stanley Walton
Andy Wamstad
Teresa M Ward
Peggy Warren
Stanley Weese
Heidi Weiss
Andrea Weitgenant
Mary Welch
Michael Welch
Robert Welde
George Wellock
Joseph Welsh
Bradley Welton
Susan Wesely
Lori Wheaton
Isaiah Williams
Rita Williams
Bonnie Wong
Neda Wood
Linda Wood
Song Yang
Debra Yerigan
Koffi Michel Yigan-Kohoe
Scott Zaske
Nicholas Ziebell
Gonwongbayebokaye
Zuomie
Jacqueline Zurn
Joseph Zwolski

City of Brooklyn Park Request for Council Action

Agenda Item:	5.1	Meeting Date:	September 23, 2024
Agenda Section:	Public Hearings	Originating Department:	Finance
Resolution:	X	Prepared By:	Sarah Abe, Senior Project Manager
Ordinance:	N/A		
Attachments:	1	Presented By:	LaTonia Green, Finance Director
Item:	APPROVING THE ISSUANCE OF CONDUIT REVENUE BONDS UNDER MINNESOTA STATUTES, SECTIONS 469.152 THROUGH 469.1655, FOR THE BENEFIT OF PSA BUILDING COMPANY AND PRAIRIE SEEDS ACADEMY; APPROVING RELATED DOCUMENTS; AND TAKING CERTAIN OTHER ACTIONS WITH RESPECT THERETO		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-____ APPROVING THE ISSUANCE OF CONDUIT REVENUE BONDS UNDER MINNESOTA STATUTES, SECTIONS 469.152 THROUGH 469.1655, FOR THE BENEFIT OF PSA BUILDING COMPANY AND PRAIRIE SEEDS ACADEMY; APPROVING RELATED DOCUMENTS; AND TAKING CERTAIN OTHER ACTIONS WITH RESPECT THERETO.

Overview:

The City received a request from PSA Building Company (the conduit borrower) and Prairie Seeds Academy (and Piper Sandler & Co, a bond underwriter), to issue Charter School Lease Revenue and Refunding Bonds (the "Series 2024 Bonds") for the Prairie Seeds Academy project, described below. Prairie Seeds Academy is a public charter school facility for kindergarten through grade twelve which plans to refinance and expand its existing space and add some exterior amenities. PSA Building Company is the owner of the school building, which is leased to Prairie Seeds Academy. The expansion will enhance the educational opportunities available in the Brooklyn Park and surrounding communities, thereby contributing to improvement of the quality of life for residents of the Brooklyn Park and the surrounding areas and helping to ensure a labor pool for attracting and retaining sound industry and commerce.

The bonds for this project will go towards:

- (i) the redemption and prepayment the certain outstanding bonds previously issued by the City in 2015, and thereby refinance an existing facility located at 6200 West Broadway Avenue North in the City of Brooklyn Park, Minnesota (the "School Facility");
- (ii) the acquisition of approximately 2.4 acres of land adjacent to the School Facility and the renovation of, and construction of an approximately 44,800 square-foot addition to, the School Facility, along with the construction of certain exterior amenities, including parking, bus drop-off/pick-up areas, a playground area, and stormwater retention;
- (iii) fund a deposit to a reserve fund to secure the timely payment of the Series 2024 Bonds;
- (iv) pay capitalized interest on the Series 2024 Bonds, if necessary; and
- (v) pay the costs of issuing the Series 2024 Bonds.

The principal amount of bonds to be issued to finance and refinance this project is currently anticipated to be approximately \$27.5 million. The bonds are proposed to be issued as 501(c)(3) bonds, and therefore will count towards the City's annual \$10 million limit for the issuance of qualified tax-exempt bonds (sometimes called BQ bonds or bank-qualified bonds). Because the City is only able to issue bonds that are designated BQ up to \$10 million annually, the City will not be able to issue its own bonds as BQ bonds for other projects in 2024. To

prevent this project from impacting the City's ability to BQ bonds to finance its own projects in 2025, the approval documents include the restriction that the authorization for the Series 2024 Bonds is only valid for 2024.

Prior to the issuance of the Series 2024 Bonds, the City Council is required to conduct a public hearing in accordance with the requirements of the Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), with respect to the proposed issuance of the Series 2024 Bonds. Following the public hearing, the City Council will be asked to consider a resolution approving the issuance of the Series 2024 Bonds to finance and refinance the project and related costs and approving the forms and execution and delivery of certain documents prepared in connection with the Series 2024 Bonds.

The City's Conduit Debt policy provides for a fee of 0.50 percent of the issuance amount of the Series 2024 Bonds to be paid to the City upon closing of the financing, plus an ongoing fee payable on each anniversary of closing in the amount of 0.10 percent of the average outstanding principal amount of the Series 2024 Bonds. At or before closing, the staff of the City will determine the amount of the City fee and will provide an invoice to Bond Counsel, who will forward the invoice to the appropriate parties for payment at closing.

Staff is requesting approval of the attached Resolution.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues:

The City's Conduit Debt policy provides for a fee of 0.50% of the issuance amount to be paid to the City upon closing of the financing, plus a 0.10% fee on the average outstanding principal amount to be paid on each anniversary of closing.

Attachments:

5.1A RESOLUTION

RESOLUTION #2024-

RESOLUTION APPROVING THE ISSUANCE OF CONDUIT REVENUE BONDS UNDER MINNESOTA STATUTES, SECTIONS 469.152 THROUGH 469.1655, FOR THE BENEFIT OF PSA BUILDING COMPANY AND PRAIRIE SEEDS ACADEMY; APPROVING RELATED DOCUMENTS; AND TAKING CERTAIN OTHER ACTIONS WITH RESPECT THERETO

WHEREAS, the City of Brooklyn Park, Minnesota, a home rule charter city, municipal corporation, and political subdivision of the State of Minnesota (the “City” or “Issuer”) is duly organized and existing under the Constitution and laws of the State of Minnesota (the “State”); and

WHEREAS, under the Minnesota Municipal Industrial Development Act, Minnesota Statutes, Sections 469.152-469.1655, as amended (the “Act”), the City is authorized to issue revenue bonds to: (i) finance, in whole or in part, the costs of the acquisition, construction, reconstruction, improvement, betterment, or extension of a project comprised of any properties, real or personal, used or useful in connection with a revenue producing enterprise, whether or not operated for profit; and (ii) refund, in whole or in part, bonds previously issued by the City under the terms of the Act; and

WHEREAS, under the provisions of Resolution No. 2015-75, adopted by the City Council of the City on April 13, 2015, and in accordance with the terms and conditions of an Indenture of Trust, dated as of May 1, 2015, between the City and Wells Fargo Bank, National Association, a national banking association, the City issued its: (i) Charter School Lease Revenue Refunding Bonds (Prairie Seeds Academy Project), Series 2015A (the “Series 2015A Bonds”), in the aggregate principal amount of \$17,845,000; and (ii) Taxable Charter School Lease Revenue Refunding Bonds (Prairie Seeds Academy Project), Series 2015B, in the principal amount of \$255,000 (the “Series 2015B Bonds”); and

WHEREAS, the proceeds of the Series 2015A Bonds and the Series 2015B Bonds (collectively, the “Series 2015 Bonds”) were loaned by the City to PSA Building Company, a Minnesota nonprofit corporation (the “Company”), in accordance with the terms and conditions of a Loan Agreement between the City and the Company, dated as of May 1, 2015, and applied by the Company to: (i) the defeasance, redemption and prepayment of the City’s outstanding Lease Revenue Bonds (Prairie Seeds Academy Project), Series 2009A and Taxable Lease Revenue Bonds (Prairie Seeds Academy Project), Series 2009B, and thereby refinance the acquisition and renovation of an existing school facility located at 6200 West Broadway Avenue North in the City (the “School Facility”); (ii) the funding of a reserve fund to secure the timely payment of the Series 2015 Bonds; and (iii) the payment of the costs of issuing the Series 2015 Bonds; and

WHEREAS, the School Facility is owned by the Company and is leased to and operated by Prairie Seeds Academy, a Minnesota nonprofit corporation and an operating public charter school (the “School”), as a public charter school facility for kindergarten through grade twelve under the terms of an Amended and Restated Lease Agreement, dated May 28, 2015, between the Company, as lessor, and the School, as lessee; and

WHEREAS, both the Company and the School have represented to the City that each is an organization exempt from federal income taxation under Section 501(a) of the Internal

Revenue Code of 1986, as amended (the "Code"), as a result of the application of Section 501(c)(3) of the Code; and

WHEREAS, the Company and the School have requested that the City issue its: (i) Charter School Lease Revenue Refunding Bonds (Prairie Seeds Academy Project), Series 2024A (the "Series 2024A Bonds"); and (ii) Taxable Charter School Lease Revenue Refunding Bonds (Prairie Seeds Academy Project), Series 2024B (the "Series 2024B Bonds") (the "Series 2024A Bonds and the Series 2024B Bonds are hereinafter referred to collectively as the "Series 2024 Bonds") and that the Series 2024 Bonds be issued in an original aggregate principal amount not to exceed \$27,500,000; and

WHEREAS, the Series 2024 Bonds are proposed to be issued under the provisions of this resolution and in accordance with the terms and conditions of an Indenture of Trust, dated on or after December 1, 2024 (the "Indenture"), between the City and UMB Bank, n.a., a national banking association, or another financial institution selected by the Company (the "Trustee"); and

WHEREAS, the Company and the School have further requested that the City loan the proceeds derived from the sale of the Series 2024 Bonds to the Company in accordance with the terms and conditions of a Loan Agreement, dated on or after December 1, 2024 (the "Loan Agreement"), between the City and the Company to: (i) redeem and prepay the outstanding Series 2015 Bonds, and thereby refinance the acquisition and renovation of the School Facility; (ii) finance the acquisition of approximately 2.4 acres of land adjacent to the School Facility and the renovation of, and construction of an approximately 44,800 square-foot addition to, the School Facility, along with the construction of certain exterior amenities, including parking, bus drop-off/pick-up areas, a playground area, and stormwater retention (the "2024 Project"); (iii) fund a deposit to a reserve fund to secure the timely payment of the Series 2024 Bonds; (iv) pay capitalized interest on the Series 2024 Bonds, if necessary; and (v) pay the costs of issuing the Series 2024 Bonds (collectively, (i) – (iv) constitute the "Project"); and

WHEREAS, the School Facility, as improved by the Series 2004 Project, will be continue to be owned by the Company and leased to and operated by the School under the terms of a lease agreement, dated on or after December 1, 2024 (the "Lease"), by and between the Company, as lessor, and the School, as lessee;

WHEREAS, the Series 2024 Bonds proposed to be issued by the City to redeem and prepay the Series 2015 Bonds and to finance the 2024 Project and related costs will constitute revenue bonds secured solely by: (i) the revenues derived from the Loan Agreement; (ii) a pledge and assignment of all School revenues, as more specifically set forth in the Financing Documents (as defined below), including money due to the School from the State of Minnesota Lease Aid Payment Program (the "Program"); (iii) an agreement to pay the money due to the School from the Program to a dedicated account subject to a monthly transfer to the accounts held by the Trustee for the benefit of the holders of the Series 2024 Bonds; (iv) other revenues pledged to or otherwise received by the Company, except for those revenues necessary for ordinary operational expenses and required under Minnesota law; (v) a debt service reserve fund to be held by the Trustee under the terms of the Indenture for the benefit of the holders of the Series 2024 Bonds; (vi) a Second Amended and Restated Mortgage, Security Agreement and Assignment of Rents, dated as of December 1, 2024 (the "Mortgage"), from the Company to the Trustee; (vii) an Assignment of Lease, dated on or after December 1, 2024 (the "Assignment of Lease"), from the Company to the Trustee; (viii) a Pledge and Covenant Agreement, dated as of December 1, 2024 (the "Pledge Agreement"), by the School for the

benefit of the Trustee; and (ix) other security provided or arranged by the Company or the School; and

WHEREAS, pursuant to Section 469.154, subdivision 4, of the Act, prior to submitting an application to the Minnesota Department of Employment and Economic Development (“DEED”) for approval of the 2024 Project, the City Council of the City must conduct a public hearing on the proposal to undertake and finance the 2024 Project; and

WHEREAS, under Section 147(f) of the Code and regulations promulgated thereunder, prior to the issuance of the Series 2024 Bonds, the City Council must conduct a public hearing after one publication of notice in a newspaper circulating generally in the City at least seven (7) days before the hearing, and under Section 469.154, subdivision 4 of the Act, a public hearing must be held on the issuance of the Series 2024 Bonds and the proposed Project after one publication of notice in the official newspaper and a newspaper of general circulation of the City at least fourteen (14) days before the hearing; and

WHEREAS, a notice of public hearing (the “Public Notice”) was published at least fourteen (14) days before the regularly scheduled meeting of the City Council on the date hereof in the *Brooklyn Park Sun Post*, the official newspaper of and a newspaper of general circulation available to the residents of the City, with respect to the required public hearing under Section 147(f) of the Code and the Act; and

WHEREAS, on the date hereof, the City Council conducted a duly noticed public hearing at which a reasonable opportunity was provided for interested individuals to express their views, both orally and in writing, on the following issues: (i) approval of the issuance of the Series 2024 Bonds pursuant to the requirements of Section 147(f) of the Code and the regulations promulgated thereunder; and (ii) approval of the Series 2024 Bonds and the Project pursuant to the requirements of the Act; and

WHEREAS, following the public hearing on the date hereof the City Council considered the following resolution.

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

1. For the purposes set forth above, there is hereby authorized the issuance, sale, and delivery of Series 2024 Bonds of the City in an original aggregate principal amount not to exceed \$27,500,000. The Series 2024A Bonds and the Series 2024B Bonds shall be designated as provided in this resolution except as otherwise determined by the Mayor of the City (or any Council member in the absence of the Mayor) and the City Manager (collectively, the “City Officials”), in their discretion. The Series 2024 Bonds shall be issued under the terms of the Indenture. The Series 2024 Bonds shall bear interest at fixed rates established by the terms of the Indenture. The Series 2024 Bonds shall be designated, shall be numbered, shall be dated, shall mature, shall be subject to redemption prior to maturity, shall be in such forms, and shall have such other terms, details, and provisions as are prescribed in the Indenture, in substantially the form on file with the City, with the amendments referenced herein. The City hereby authorizes the Series 2024A Bonds to be issued as “tax-exempt bonds” the interest on which is excluded from gross income for federal and State of Minnesota income tax purposes. The City hereby authorizes the Series 2024B Bonds to be issued as “taxable bonds” if deemed necessary and appropriate by the City Officials and bond counsel. The Series 2024 Bonds will be purchased by Piper Sandler & Co., or another purchaser selected by the Company (the

“Underwriter”), pursuant to a Bond Purchase Agreement, dated on or after the date hereof among the City, the Underwriter, the Company, and the School (the “Bond Purchase Agreement”).

All of the provisions of the Series 2024 Bonds, 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. The Series 2024 Bonds shall be substantially in the forms in the Indenture on file with the City, which forms are hereby approved, with such necessary and appropriate variations, omissions, and insertions (including changes to the aggregate principal amount of each series of Series 2024 Bonds, the stated maturities of each series of Series 2024 Bonds, the principal amount of Series 2024 Bonds maturing on each maturity date, the interest rates on the Series 2024 Bonds, and the terms of redemption of the Series 2024 Bonds) as the City Officials, in their discretion, shall determine. The execution of the Series 2024 Bonds with the manual or facsimile signatures of the City Officials and the delivery of the Series 2024 Bonds by the City shall be conclusive evidence of such determinations.

2. The Series 2024 Bonds shall be special, limited obligations of the City payable solely from the revenues provided by the Company pursuant to the Loan Agreement and from the revenues and security pledged, assigned, and granted pursuant to the following documents: (i) the Mortgage; (ii) the Assignment of Lease; and (iii) Pledge Agreement. The City Council hereby authorizes and directs the City Officials to execute and deliver the Indenture to the Trustee, and hereby authorizes and directs the execution of the Series 2024 Bonds in accordance with the terms of the Indenture, and which Indenture shall provide the terms and conditions, covenants, rights, obligations, duties, and agreements of the owners of the Series 2024 Bonds, the City, and the Trustee 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. The Indenture shall be substantially in the form on file with the City, which is hereby approved, with such necessary and appropriate variations, omissions, and insertions as do not materially change the substance thereof, or as the City Officials, in their discretion, shall determine, and the execution thereof by the City Officials shall be conclusive evidence of such determination.

3. The loan repayments to be made by the Company under the Loan Agreement are fixed to produce revenues sufficient to provide for the prompt payment of principal of, premium, if any, and interest on the Series 2024 Bonds when due, and the Loan Agreement also provides that the Company is required to pay all expenses of the operation and maintenance of the Project including, but without limitation, adequate insurance thereon and insurance against all liability for injury to persons or property arising from the operation thereof, and all lawfully imposed taxes and special assessments levied upon or with respect to the Project and payable during the term of the Loan Agreement.

4. As provided in the Loan Agreement, the Series 2024 Bonds shall not be payable from nor charged upon any funds other than the revenue pledged to their payment, nor shall the City be subject to any liability thereon, except as otherwise provided in this paragraph. No holder of the Series 2024 Bonds shall ever have the right to compel any exercise by the City of any taxing powers to pay the Series 2024 Bonds or the interest or premium thereon, or to enforce payment thereof against any property of the City except the interests of the City in the Loan Agreement and the revenues and assets thereunder, which will be assigned to the Trustee under the terms of the Indenture. The Series 2024 Bonds shall recite that the Series 2024

Bonds are issued pursuant to the Act, and that the Series 2024 Bonds, including interest and premium, if any, thereon, are payable solely from the revenues and assets pledged to the payment thereof, and the Series 2024 Bonds shall not constitute a debt of the City within the meaning of any constitutional or statutory limitations.

5. The City Officials are hereby authorized and directed to execute and deliver the Loan Agreement, the Indenture, the Bond Purchase Agreement, and such other documents as the City's bond counsel considers appropriate in connection with the issuance of the Series 2024 Bonds provided that the Bond Purchase Agreement may be executed on behalf of the City solely by the City Manager (collectively, the "City Documents"). The forms of the City Documents and all other documents listed in Sections 1 and 2 hereof and exhibits thereto, are hereby approved with such necessary and appropriate variations, omissions, and insertions as do not materially change the substance thereof, or as the City Officials, in their discretion, shall determine, and the execution thereof by the City Officials shall be conclusive evidence of such determination. All of the provisions of the Loan Agreement and the Bond Purchase 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. The Loan Agreement and the Bond Purchase Agreement shall be substantially in the forms on file with the City which are hereby approved, with such omissions and insertions as do not materially change the substance thereof, or as the City Officials, in their discretion, shall determine, and the execution of the Loan Agreement and the Bond Purchase Agreement by the City Officials shall be conclusive evidence of such determination.

Subject to the provisions of Section 14 hereof, the City Documents and any consents and such other documents as are necessary or appropriate in connection with the issuance, sale, and delivery of the Series 2024 Bonds, including without limitation various certificates of the City, the Information Return for Tax-Exempt Private Activity Bond Issues, Form 8038, an endorsement of the City to the tax certificate of the Company and School, and similar documents (collectively, the "Financing Documents"), are directed to be executed in the name and on behalf of the City by the City Officials. Subject to the provisions of Section 14 hereof, the Series 2024 Bonds are to be executed in the name of and on behalf of the City by the City Officials, and are to be delivered to the Trustee for authentication and delivery to the Underwriter. Any other Financing Documents and certificates necessary to the transaction described above may be executed by one or more appropriate officers of the City.

All of the provisions of the Financing Documents, 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.

6. The City hereby authorizes Kennedy & Graven, Chartered, as bond counsel to the City ("Bond Counsel"), to prepare, execute, and deliver its approving legal opinion with respect to the Series 2024 Bonds.

7. The City has not participated in the preparation of the Preliminary Official Statement or the Official Statement relating to the offer and sale of the Series 2024 Bonds (collectively, the "Official Statement"), and has made no independent investigation with respect to the information contained therein (other than with respect to information provided under the captions "THE ISSUER" and "ABSENCE OF LITIGATION – Issuer," or similar captions as it relates to the City), including the appendices thereto, and the City assumes no responsibility for

the sufficiency, accuracy, or completeness of such information. Subject to the foregoing, the City hereby consents to the distribution and the use by the Underwriter of the Official Statement in connection with the offer and sale of the Series 2024 Bonds. The Official Statement is the sole material consented to by the City for use in connection with the offer and sale of the Series 2024 Bonds.

8. Except as otherwise provided in this resolution, all rights, powers, and privileges conferred and duties and liabilities imposed upon the City or the City Council by the provisions of this resolution or of the aforementioned documents shall be exercised or performed by the City, the City Officials, or by such members of the City Council, or such officers, board, body, or agency of the City 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 shall be deemed to be a covenant, stipulation, obligation, or agreement of any member of the City Council, or any officer, agent, or employee of the City in that person's individual capacity, and neither the City Council nor any officer or employee executing the Series 2024 Bonds shall be liable personally on the Series 2024 Bonds or be subject to any personal liability or accountability by reason of the issuance thereof.

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 City or the breach thereof, shall constitute or give rise to any pecuniary liability of the City or any charge upon its general credit or taxing powers. In making the agreements, provisions, covenants, and representations set forth in such documents, the City has not obligated itself to pay or remit any funds or revenues, other than funds and revenues derived from the Loan Agreement which are to be applied to the payment of the Series 2024 Bonds, as provided therein and in the Indenture.

9. Except as herein otherwise expressly provided, 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 City or 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 City and any holder from time to time of the Series 2024 Bonds issued under the provisions of this resolution.

10. In case any one or more of the provisions of this resolution, other than the provisions limiting the liability of the City or limiting the liability of the members of the City Council or the officers, agents, or employees of the City, including without limitation Section 4, 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.

11. The Series 2024 Bonds, when executed and delivered, shall contain a recital that they are issued pursuant to the 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.

12. The officers of the City, bond counsel, other attorneys, engineers, and other agents or employees of the City 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. In the event that for any reason either of the City Officials is unable to carry out the execution of any of the documents or other acts provided herein, such documents may be executed and such actions may be taken by any official or employee of the City delegated the duties of any such City Official with the same force and effect as if such documents were executed and delivered by such City Official.

13. The Company has agreed and it is hereby determined that the Company will pay the City's administrative fee payable at closing and ongoing annual administrative fee, as provided in the City's conduit debt financing policy, and any and all costs incurred by the City in connection with the financing of the Project. It is understood and agreed that the Company shall indemnify, defend and hold harmless the City against all liabilities, losses, damages, costs and expenses (including attorney's fees and expenses incurred by the City) arising with respect to the Project or the Series 2024 Bonds, as provided for and agreed to by and between the Company and the City in the Loan Agreement.

14. The approval hereby given to the various Financing Documents referred to above includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by bond counsel to the City, the appropriate City staff person, or by the officers authorized herein to execute or accept, as the case may be, said documents prior to their execution; and said officers or staff members are hereby authorized to approve said changes on behalf of the City. The execution of any instrument by the appropriate officer or officers of the City herein authorized shall be conclusive evidence of the approval of such document in accordance with the terms hereof. In the event of absence or disability of either City Official, any of the documents authorized by this resolution to be executed by the City may be executed without further act or authorization of the Council by any member of the Council or any duly designated acting official, or by such other officer or officers of the City as, in the opinion of the City Attorney, may act in their behalf.

The authority to approve, execute and deliver future amendments to Financing Documents entered into by the City in connection with the issuance of the Series 2024 Bonds and consents required under the Financing Documents is hereby delegated to the City Officials, subject to the following conditions: (a) such amendments or consents do not require the consent of the respective holders of the Series 2024 Bonds or such consent has been obtained; (b) such amendments or consents do not materially adversely affect the interests of the City; (c) such amendments or consents do not contravene or violate any policy of the City, and (d) such amendments or consents are acceptable in form and substance to the counsel retained by the City to review such amendments. The authorization hereby given shall be further construed as authorization for the execution and delivery of such certificates and related items as may be required to demonstrate compliance with the agreements being amended and the terms of this resolution. The execution of any instrument by the City Officials shall be conclusive evidence of

the approval of such instruments in accordance with the terms hereof. In the absence of the City Officials any instrument authorized by this paragraph to be executed and delivered may be executed by the officer of the City authorized to act in his/her place and stead.

15. On the basis of information available to the City, it appears, and the City hereby finds, that the 2024 Project constitutes properties, real and personal, used or useful in connection with one or more revenue producing enterprises within the meaning of Subdivision 2(b) of Section 469.153 of the Act; that the 2024 Project furthers the purposes stated in Section 469.152; that the availability of the financing under the Act and willingness of the City to furnish such financing will be a substantial inducement to the Company to undertake the Project, and that the effect of the Project, if undertaken, will be to assist in the prevention of the emergence of blighted and marginal land, to help prevent chronic unemployment, to help the surrounding area retain and eventually improve the tax base, to provide the range of service and employment opportunities required by the population, to help prevent the movement of talented and educated persons out of the state and to areas within the state where their services may not be as effectively used, and to promote more intensive development and use of land within surrounding communities.

16. In accordance with Section 469.154 of the Act, the City Manager is hereby authorized and directed to submit the proposal for the Project to Minnesota Department of Employment and Economic Development ("DEED"). The City Manager and other officers, employees and agents of the City are hereby authorized to provide DEED with any preliminary information needed for this purpose, and the City Clerk is authorized to initiate and assist in the preparation of such documents as may be appropriate to the Project, if it is approved.

17. In accordance with Section 469.154, subdivision 7, of the Act, the officers, employees, and agents of the City are hereby authorized and directed to encourage the Company and the School to provide employment opportunities to economically disadvantaged or unemployed individuals. Such individuals may be identified by such mechanisms as are available to the Company and the School, such as a first source agreement in which the Company and the School agrees to use a designated State employment office as a first source for employment recruitment, referral, and placement.

18. The United States Department of the Treasury has promulgated final regulations governing the use of the proceeds of tax-exempt bonds, all or a portion of which are to be used to reimburse the Company or the School for project expenditures paid prior to the date of issuance of such bonds. Those regulations (Treasury Regulations, Section 1.150-2) (the "Regulations") require that the City adopt a statement of official intent to reimburse an original expenditure not later than sixty (60) days after payment of the original expenditure. The Regulations also generally require that the bonds be issued and the reimbursement allocation made from the proceeds of the bonds occur within eighteen (18) months after the later of: (i) the date the expenditure is paid; or (ii) the date the project is placed in service or abandoned, but in no event more than three (3) years after the date the expenditure is paid. The Regulations generally permit reimbursement of capital expenditures and costs of issuance of the bonds.

To the extent any portion of the proceeds of the Series 2024 Bonds will be applied to expenditures with respect to the Project, the City reasonably expects to reimburse the Company or the School for the expenditures made for costs of the Project from the proceeds of the Series 2024 Bonds after the date of payment of all or a portion of such expenditures. All reimbursed expenditures shall be capital expenditures, costs of issuance of the Series 2024 Bonds, or other

expenditures eligible for reimbursement under Section 1.150-2(d)(3) and Section 1.150-2(f) of the Regulations and also qualifying expenditures under the Act.

For the avoidance of doubt, the City has no obligation to reimburse the School or Company for costs paid from its own funds, including but not limited to, the administrative fee the City will collect related to the Series 2024 Bonds.

19. The City has established a governmental program of acquiring purpose investments for qualified 501(c)(3) organizations' projects. The governmental program is one in which the following requirements of §1.148-1(b) of the federal regulations relating to tax-exempt obligations shall be met:

- (a) the program involves the origination or acquisition of purpose investments;
- (b) at least 95% of the cost of the purpose investments acquired under the program represents one or more loans to a substantial number of persons representing the general public, states or political subdivisions, 501(c)(3) organizations, persons who provide housing and related facilities, or any combination of the foregoing;
- (c) at least 95% of the receipts from the purpose investments are used to pay principal, interest, or redemption prices on issues that financed the program, to pay or reimburse administrative costs of those issues or of the program, to pay or reimburse anticipated future losses directly related to the program, to finance additional purpose investments for the same general purposes of the program, or to redeem and retire governmental obligations at the next earliest possible date of redemption;
- (d) the program documents prohibit any obligor on a purpose investment financed by the program or any related party to that obligor from purchasing bonds of an issue that finances the program in an amount related to the amount of the purpose investment acquired from that obligor; and
- (e) the City shall not waive the right to treat the investment as a program investment.

20. The City understands that the School will pay directly to the City any and all costs paid or incurred by the City in connection with the transactions authorized herein, whether or not the Series 2024 Bonds are issued, including but not limited to the administrative fee of the City.

21. The City's obligation to proceed with the issuance of the Series 2024 Bonds to finance the costs of the Project is conditioned upon the City issuing the Series 2024 Bonds in calendar year 2024. The City shall have no obligation to issue the Series 2024 Bonds after such time.

22. The City's obligation to proceed with the issuance of the Series 2024 Bonds to finance the costs of the Project is also conditioned upon the City, through its Planning Commission, granting all necessary approvals with respect to the 2024 Project.

23. 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: September 23, 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 September 23, 2024.

WITNESS my hand officially as such Clerk and the corporate seal of the city this ____ day of _____, 2024.

(SEAL)

Devin Montero, City Clerk

City of Brooklyn Park

Request for Council Action

Agenda Item:	5.3	Meeting Date:	September 23, 2024
Agenda Section:	Public Hearings	Originating Department:	Rental and Business Licensing Division
Resolution:	N/A	Prepared By:	Megan Bookey, Program Assistant III
Ordinance:	N/A		
Attachments:	1	Presented By:	Keith Jullie, Rental and Business Licensing Manager
Item:	Approve an Off-Sale Intoxicating Liquor License for Sri Radha Radhika LLC, doing business as Kelly's Liquor, Located at 3210 Brookdale Drive N., Brooklyn Park MN 55443		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO APPROVE AN OFF-SALE INTOXICATING LIQUOR LICENSE FOR SRI RADHA RADHIKA LLC, DOING BUSINESS AS KELLY'S LIQUOR, LOCATED AT 3210 BROOKDALE DRIVE N.

Overview:

This is a new Liquor License due to a change in ownership of Kelly's Liquor. The previous owner held an off-sale intoxicating Liquor License at this location so this new license will not add to the total amount of licenses in the city.

The Community Development Department has approved the application. The Police Department has completed their investigation of the business owner.

The Community Development Department, Fire Department and Police Department find no reason that would preclude the issuance of this license. Their reports are on file in the Business and Rental Licensing Division and are available upon request.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments:

5.3A LIQUOR LICENSE LIST

Business Name	Address	Business Type	On / Off Sale	Liquor Type
AMOCO	8050 LAKELAND AVE N	Gas - Food	Off-sale	3.2
FAMILY DOLLAR	7638 BROOKLYN BLVD N	General	Off-sale	3.2
HOLIDAY STATIONSTORE	8500 EDINBURGH CTR DR N	Gas - Food	Off-sale	3.2
KWIK TRIP	9495 NOBLE PKWY N	Gas - Food	Off-sale	3.2
KWIK TRIP	5801 96TH AVE N	Gas - Food	Off-sale	3.2
HOLIDAY	9500 NOBLE PKWY N	Gas - Food	Off-sale	3.2
SPEEDWAY	7601 JOLLY LN N	Gas - Food	Off-sale	3.2
SPEEDWAY	9300 ZANE AVE N	Gas - Food	Off-sale	3.2
FREEDOM STORES	7525 BROOKLYN BLVD N	Gas - Food	Off-sale	3.2
CUB FOODS	9655 COLORADO LN N	Grocery	Off-sale	3.2
CUB FOODS	7555 WEST BROADWAY N	Grocery	Off-sale	3.2
FESTIVAL FOODS	8535 EDINBURGH CTR DR N	Grocery	Off-sale	3.2
HY-VEE FOOD STORE	9409 ZANE AVE N	Grocery	Off-sale	3.2
BIG LIQUOR WAREHOUSE	8022 BROOKLYN BLVD N	Liquor Store	Off-sale	Full
BROOKLYN LIQUORS	6256 BOONE AVE N	Liquor Store	Off-sale	Full
BROOKLYN PARK LIQUOR BARREL	8520 EDINBURGH CTR DR N	Liquor Store	Off-sale	Full
CELLARS WINES & SPIRITS - BROOKLYN PARK	7944 BROOKLYN BLVD N	Liquor Store	Off-sale	Full
CITY LIQUOR	5716 BROOKDALE DR N	Liquor Store	Off-sale	Full
CUB DISCOUNT LIQUOR	7555 WEST BROADWAY N	Liquor Store	Off-sale	Full
HY-VEE WINE & SPIRITS	9409 ZANE AVE N SUITE B	Liquor Store	Off-sale	Full
IKE'S WINE & SPIRITS	9682 COLORADO LN N	Liquor Store	Off-sale	Full
KELLY'S LIQUOR	3210 BROOKDALE DR N	Liquor Store	Off-sale	Full
MADDIES LIQUOR	8521 ZANE AVE N	Liquor Store	Off-sale	Full
PARK LIQUOR OUTLET	6315 ZANE AVE N	Liquor Store	Off-sale	Full
PIXIE LIQUOR	1512 BROOKDALE DR N	Liquor Store	Off-sale	Full
TM LIQUORS	9318 ZANE AVE N	Liquor Store	Off-sale	Full
UP NORTH LIQUOR	9570 NOBLE PKWY N	Liquor Store	Off-sale	Full
BOWLERO	7545 BROOKLYN BLVD N	Bowling Alley	On-sale	Full
HEAVY ROTATION BREWING	9801 XENIA AVE N	Brewery	On & Off sale	Brewery
PALMER LAKE VFW	2817 BROOKDALE DR N	Club	On-sale	Full

Business Name	Address	Business Type	On / Off Sale	Liquor Type
SKAALVENN DISTILLERY	8601 73RD AVE N #14	Distillery	On-sale	Distillery
BUASAVANH	7324 LAKELAND AVE N	Event Center	On-sale	Full
LEOPOLD'S MISSISSIPPI GARDENS	9500 WEST RIVER RD N	Event Center	On-sale	Full
BROOKLAND EXECUTIVE NINE GOLF	8232 REGENT AVE N	Golf	On-sale	3.2
HAMPTON INN	9470 WEST BROADWAY N	Hotel	On-sale	3.2
MINNEAPOLIS MARRIOTT NORTHWEST	7025 NORTHLAND DR N	Hotel	On-sale	Full
BROADWAY PIZZA	8525 EDINBURGH CTR DR N	Restaurant	On-sale	Full
CAM'S BAR & EATERY	8517 63RD AVE N	Restaurant	On-sale	Full
DOS HERMANOS MEXICAN GRILL AND BAR	1408 85TH AVE N	Restaurant	On-sale	Full
EL LORO MEXICAN RESTAURANT	7901 BROOKLYN BLVD N	Restaurant	On-sale	Full
HOUSE OF KIRIN	8600 EDINBURGH CENTER DR N	Restaurant	On-sale	Wine
HY-VEE MARKET GRILLE	9409 ZANE AVE N SUITE A	Restaurant	On-sale	Full
MAD JACKS SPORTS CAFE	8078 BROOKLYN BLVD N	Restaurant	On-sale	Full
MC'S TAP HOUSE	9690 COLORADO LN N	Restaurant	On-sale	Full
ORO BANQUET - BAR & RESTAURANT	2875 BROOKDALE DR N	Restaurant	On-sale	Full
PLUSH	8578 EDINBURGH CENTER DR N	Restaurant	On-sale	Full
SOKE BBQ & HOT POT	8586 EDINBURGH CENTER DR N	Restaurant	On-sale	Wine
THE BROOKLYN	8700 EDINBROOK CROSSING N	Restaurant	On-sale	Full
TOKYO SUSHI ALL YOU CAN EAT	9750 SCHREIBER TER N	Restaurant	On-sale	Wine

City of Brooklyn Park Request for Council Action

Agenda Item:	5.2	Meeting Date:	September 23, 2024
Agenda Section:	Public Hearings	Originating Department:	Operations and Maintenance
Resolution:	X	Prepared By:	Marc Culver, City Engineer
Ordinance:	N/A		
Attachments:	5	Presented By:	Marc Culver, City Engineer
Item:	Approve the Physical Design Component of the Preliminary Design Plans for the Metro Blue Line Extension Light Rail Transit Project		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-_____ TO APPROVE THE PHYSICAL DESIGN COMPONENT OF THE PRELIMINARY DESIGN PLANS FOR THE METRO BLUE LINE EXTENSION LIGHT RAIL TRANSIT PROJECT WITHIN THE CITY OF BROOKLYN PARK.

Overview:

The Metro Blue Line Extension Light Rail Transit (BLRT) project entered the municipal consent process on July 26, 2024, when the Metropolitan Council delivered preliminary plans and the letter of request for municipal consent to the City of Brooklyn Park. Minnesota law ([473.3994](#)) requires the Metropolitan Council to seek local government review and approval for light rail transit projects.

In Brooklyn Park, the proposed Metro Blue Line Extension LRT alignment will be centered in the County State Aid Highway 81 (CSAH 81) right of way from 62nd Avenue to 72nd Avenue. At 72nd Avenue, the LRT will be elevated on a bridge structure to cross CSAH 81, landing down and crossing into the center of West Broadway Avenue near 74th Avenue. At 94th Avenue, the LRT will run on the west side of West Broadway Avenue, over TH610, and terminate approximately one quarter mile north of TH610 just south of the realigned Oak Grove Parkway.

The preliminary Metro Blue Line Extension design plans show the general LRT system's physical design components, including the LRT tracks, bridges, stations, parking structures, roads and support structures. All design plans can be viewed online at: www.bluelineext.org. Printed reference copies of the plans are also available at Brooklyn Park City Hall and the Brooklyn Park Library.

Background:

The proposed Blue Line Extension LRT project will operate northwest from downtown Minneapolis through Golden Valley, Robbinsdale, Crystal and Brooklyn Park. The proposed 13.4 mile alignment is primarily at-grade and will have 12 new stations, including 5 stations in Brooklyn Park.

The proposed LRT project will connect activity centers including the Target North campus, North Hennepin Community College, downtown Robbinsdale, North Memorial Health Robbinsdale Hospital and downtown Minneapolis. The Metro Blue Line Extension will provide a one-seat ride on the existing Blue Line to the VA Medical Center, Mall of America and Minneapolis-St. Paul International Airport, and will connect the northwest communities with the region's system of transitways.

Public Hearing:

On September 9, 2024, the City hosted an open house for the Blue Line Extension project to allow the public to review plans and talk to staff from the City, Hennepin County and Metro Transit. There were approximately 55 members of the public in attendance.

At the City Council meeting that same evening, the City Council held a public hearing for the project. Seven members of the public provided comments on the proposed project. Five of those seven raised concerns about the line primarily focused around safety concerns, project mismanagement (referring to the Green Line Extension or Southwest line), and cost overruns. More than once the phrase “a solution without a problem” was used. There was also a specific comment regarding the loss of right turn lanes on West Broadway particularly at 85th Ave.

Three of the seven spoke in favor of the line but also mentioned that we should continue to focus on additional and enhanced transit connections, continue to invest in and work on anti-displacement efforts, and maintain transparency and regular communications with the public as engineering and land planning work continues around the corridor.

We have also received several comments via email. The City has created a dedicated email address for comments and questions related to the project. That email address is blueline@brooklynpark.org and this will be active throughout the design and construction of the Blue Line Extension. As of Wednesday, September 18th, we have received six emails with comments about the project. They are included as an attachment to this item. Most of the comments did express concern about safety on the LRT lines as well as the overall cost of the project. There were also questions about ridership numbers and if this line is really needed in Brooklyn Park. One email did express strong support for the project believing that the Blue Line Extension “will bring numerous benefits to our community, enhancing connectivity, promoting economic growth, and improving the quality of life for our residents.”

Municipal Consent Overview:

Minnesota state law ([473.3994](#)) requires municipal consent, which means local approval of a LRT system’s physical design components including the tracks, bridges, stations, roads and support structures. The Metro Blue Line extension project entered the municipal consent process on July 26, 2024, when the Met Council delivered preliminary (30%) design plans to the City. The municipal consent process allows for public input on the plans, which can come at public hearings hosted by the Met Council and Brooklyn Park or by email and written comments. The City must take action by October 10, 2024 with a vote on their approval or denial of the project elements, or no vote will be considered a yes vote. The City can not place conditions on their yes vote, but if there are particular physical design elements that the City does not approve of, such as lane widths, location of trails or walks, lack of pedestrian crossings, station locations, etc., then the City could vote NO and indicate their specific issues in a resolution. The Metropolitan Council would then review those requests, work with City staff in an attempt to resolve those items, and then notify the City whether or not they were able to address those fully. The project could still continue even if the issues of concern are not ultimately addressed.

City staff has been working with Hennepin County and the Metropolitan Council for over 10 years on the design of the LRT corridor and the ultimate design of West Broadway. Staff feels that the current design does meet the needs of our community and should be approved. We will continue to work with the project team to resolve issues as they arise during final design including access to individual properties and right-of-way impacts to properties. Approval at this time does not remove the City from the design process and our ability to request changes to elements as the final design proceeds.

The resolution presented to Council this evening is a resolution of support. If, after discussion, the Council would like to take a different action, City staff will draft the appropriate resolution and bring that before Council before the October 10th deadline.

Primary issues/alternatives to consider:

- Approve as presented
- Approve with modifications

- Disapprove

Budgetary/Fiscal Issues:

The overall cost of the Blue Line Extension is currently estimated to be \$3.2 billion. Based on current estimates, cost participation levels, and additional work requested by the City (i.e. utility rehabilitation), the cost to Brooklyn Park is estimated to be approximately \$29 million. That breaks down as follows:

- \$12 million – cost for new roadways, utilities and other infrastructure north of TH 610. It should be noted that this cost is greatly reduced by federal transit participation. Also, the vast majority of this amount will be assessed to benefiting properties around the Oak Grove Pkwy area and paid as the parcels develop
- \$5.5 million – cost to replace and upsize water, sanitary, and storm sewer utility lines south of TH 610. This cost will be covered by the City's respective utility funds.
- \$9 million – cost for Visioning elements. These elements include landscaping, benches, lighting, colored concrete, and other aesthetic treatments to enhance and beautify the corridor. The City has been budgeting EDA funds for these elements for many years.
- \$2.5 million - Undergrounding Power Lines. Along with the specific visioning elements the City is also planning to underground existing overhead power lines along the corridor to reduce vertical conflicts and to improve the overall aesthetic of the corridor. This is in line with other projects where the City has paid to underground power lines. This cost will be covered by Street Reconstruction funds and perhaps some EDA funds.

Attachments:

- 5.2A RESOLUTION
- 5.2B PROJECT PLANS
- 5.2C LETTER FROM METROPOLITAN COUNCIL/METRO TRANSIT
- 5.2D PUBLIC COMMENTS RECEIVED BY BROOKLYN PARK EMAIL
- 5.2E BROOKLYN PARK LETTER TO METROPOLITAN COUNCIL FOR DRAFT SUPPLEMENTAL EIS

RESOLUTION #2024-

RESOLUTION APPROVING THE PHYSICAL DESIGN COMPONENT OF THE PRELIMINARY DESIGN
PLANS FOR THE BLUE LINE EXTENSION LIGHT RAIL TRANSIT PROJECT WITHIN THE CITY OF
BROOKLYN PARK

WHEREAS, the Governor designated the Metropolitan Council ("Council") as the responsible authority for the Blue Line Extension Light Rail Transit Project ("Project"), which makes the Council responsible for planning, designing, acquiring, constructing and equipping the Project; and

WHEREAS, the Project is now in the preliminary design phase; and

WHEREAS, the design at this phase is approximately 30 percent complete; and

WHEREAS, Minnesota Statutes Section 473.3994 allows cities and counties along a proposed light rail route to provide input to the Council on the physical design components of the preliminary design plans; and

WHEREAS, on July 26, 2024, the Council submitted the physical design component of the preliminary design plans; and

WHEREAS, public hearings are then required, which the City of Brooklyn Park held on September 9, 2024 and September 23, 2024; and

WHEREAS, within 45 days of notice and request by the Council for municipal consent, which was delivered on July 26, 2024, the City of Brooklyn Park must review and approve or disapprove the Plans for the route to be located in the City of Brooklyn Park; and

WHEREAS, Minnesota Statutes Section 473.3994 provides that a local unit of government that disapproves the plans shall describe specific amendments to the plans that, if adopted, would cause the local unit to withdraw its disapproval; and

WHEREAS, approval or disapproval by the City of Brooklyn Park is part of the statutory preliminary design process; and

WHEREAS, City staff has reviewed the Plans and has provided comments on these Plans; and

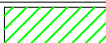
WHEREAS, the City of Brooklyn Park will continue to work with the Council throughout the design and construction process; and

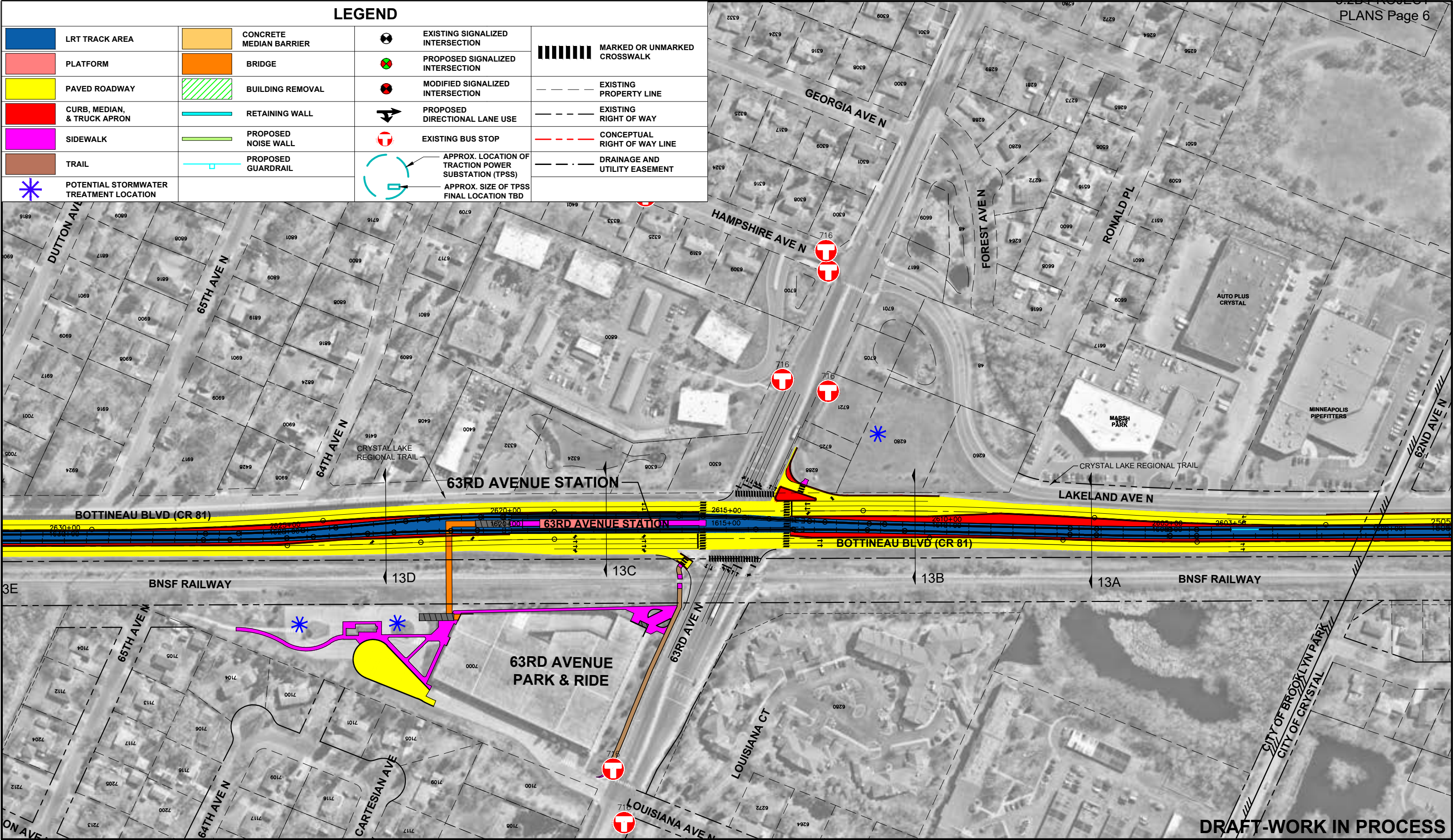
WHEREAS, the City of Brooklyn Park desires that the Council and its staff continue to address and work with the City of Brooklyn Park staff to satisfactorily resolve issues including, but not limited to the following:

- Continued work and funding for anti-displacement efforts to help existing businesses and residents remain in their location during and after the construction project
- Enhanced and additional east/west bus routes to feed into the Metro Blue Line
- An added "fourth leg" at the existing intersection of West Broadway Ave and TH 610 North Ramp to provide access to the west of West Broadway at this intersection
- Expedited and priority construction of the of the realignment of West Broadway Ave and related local roads north of TH 610 to support strong development interest in this area

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park that the City Council Finds, Determines, and Orders as Follows:

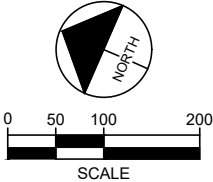
1. The City of Brooklyn Park provides its municipal approval of the Plans pursuant to Minnesota Statutes Section 473.3994 consistent with the above.
2. The City of Brooklyn Park staff is directed to submit the City of Brooklyn Park's approval to the Metropolitan Council.

LEGEND							
	LRT TRACK AREA		CONCRETE MEDIAN BARRIER		EXISTING SIGNALIZED INTERSECTION		MARKED OR UNMARKED CROSSWALK
	PLATFORM		BRIDGE		PROPOSED SIGNALIZED INTERSECTION		
	PAVED ROADWAY		BUILDING REMOVAL		MODIFIED SIGNALIZED INTERSECTION		EXISTING PROPERTY LINE
	CURB, MEDIAN, & TRUCK APRON		RETAINING WALL		PROPOSED DIRECTIONAL LANE USE		EXISTING RIGHT OF WAY
	SIDEWALK		PROPOSED NOISE WALL		EXISTING BUS STOP		CONCEPTUAL RIGHT OF WAY LINE
	TRAIL		PROPOSED GUARDRAIL		APPROX. LOCATION OF TRACTION POWER SUBSTATION (TPSS) APPROX. SIZE OF TPSS FINAL LOCATION TBD		DRAINAGE AND UTILITY EASEMENT
	POTENTIAL STORMWATER TREATMENT LOCATION						

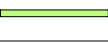
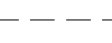
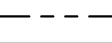
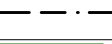


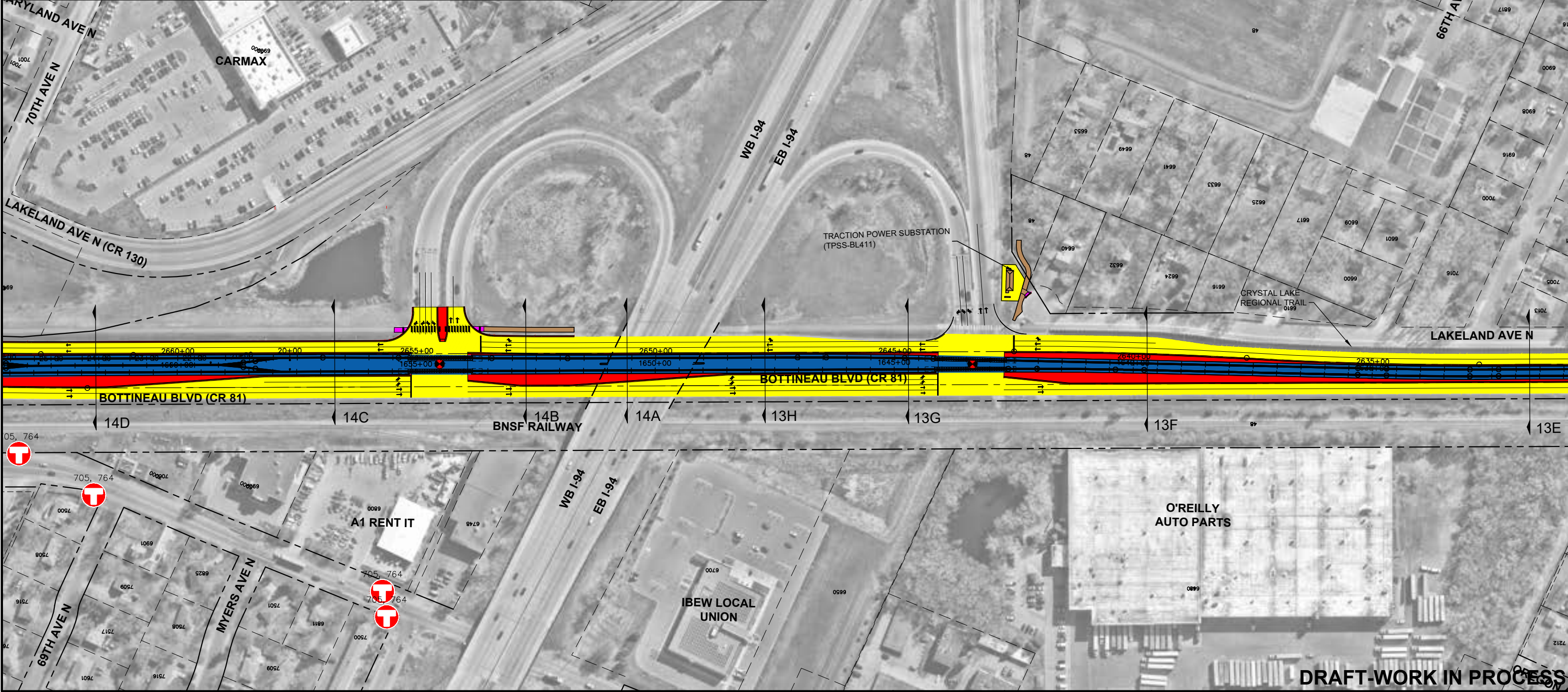
BLUE LINE EXTENSION
CITY OF CRYSTAL/CITY OF BROOKLYN PARK
MUNICIPAL CONSENT DISPLAY EXHIBIT - PLAN VIEW

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LEGEND					
	LRT TRACK AREA		CONCRETE MEDIAN BARRIER		EXISTING SIGNALIZED INTERSECTION
	PLATFORM		BRIDGE		PROPOSED SIGNALIZED INTERSECTION
	PAVED ROADWAY		BUILDING REMOVAL		MODIFIED SIGNALIZED INTERSECTION
	CURB, MEDIAN, & TRUCK APRON		RETAINING WALL		PROPOSED DIRECTIONAL LANE USE
	SIDEWALK		PROPOSED NOISE WALL		EXISTING BUS STOP
	TRAIL		PROPOSED GUARDRAIL		APPROX. LOCATION OF TRACTION POWER SUBSTATION (TPSS)
	POTENTIAL STORMWATER TREATMENT LOCATION				APPROX. SIZE OF TPSS FINAL LOCATION TBD
					EXISTING PROPERTY LINE
					EXISTING RIGHT OF WAY
					CONCEPTUAL RIGHT OF WAY LINE
					DRAINAGE AND UTILITY EASEMENT
					BIKEWAY



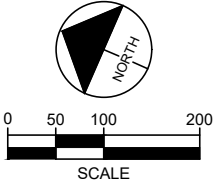
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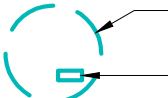
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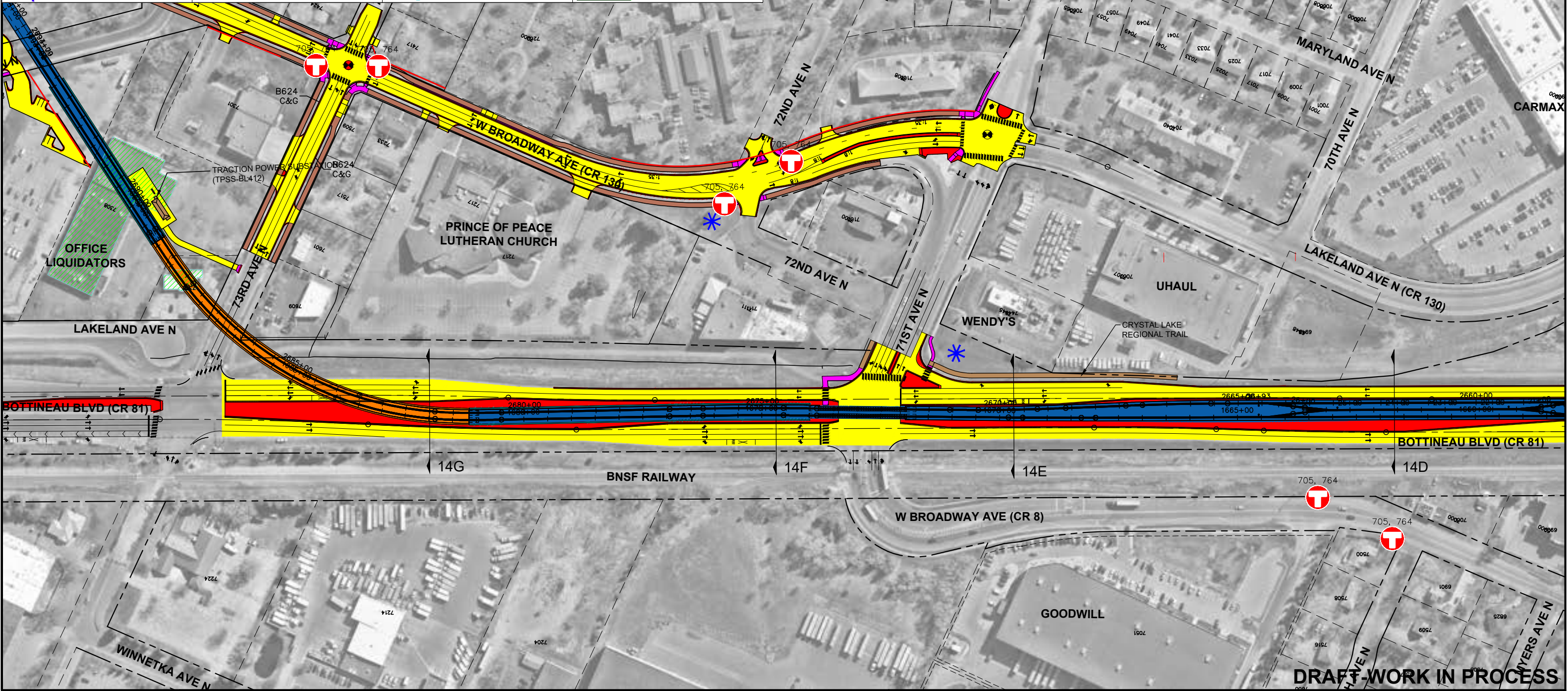
CITY OF BROOKLYN PARK
MUNICIPAL CONSENT DISPLAY EXHIBIT - PLAN VIEW

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07/26/2024
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LEGEND							
	LRT TRACK AREA		CONCRETE MEDIAN BARRIER		EXISTING SIGNALIZED INTERSECTION		MARKED OR UNMARKED CROSSWALK
	PLATFORM		BRIDGE		PROPOSED SIGNALIZED INTERSECTION		
	PAVED ROADWAY		BUILDING REMOVAL		MODIFIED SIGNALIZED INTERSECTION		EXISTING PROPERTY LINE
	CURB, MEDIAN, & TRUCK APRON		RETAINING WALL		PROPOSED DIRECTIONAL LANE USE		EXISTING RIGHT OF WAY
	SIDEWALK		PROPOSED NOISE WALL		EXISTING BUS STOP		CONCEPTUAL RIGHT OF WAY LINE
	TRAIL		PROPOSED GUARDRAIL		APPROX. LOCATION OF TRACTION POWER SUBSTATION (TPSS)		DRAINAGE AND UTILITY EASEMENT
	POTENTIAL STORMWATER TREATMENT LOCATION				APPROX. SIZE OF TPSS FINAL LOCATION TBD		BIKEWAY

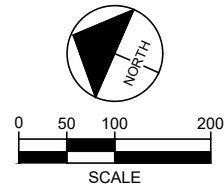


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BLUE LINE EXTENSION
CITY OF BROOKLYN PARK
MUNICIPAL CONSENT DISPLAY EXHIBIT - PLAN VIEW

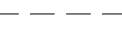
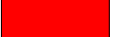
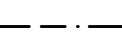
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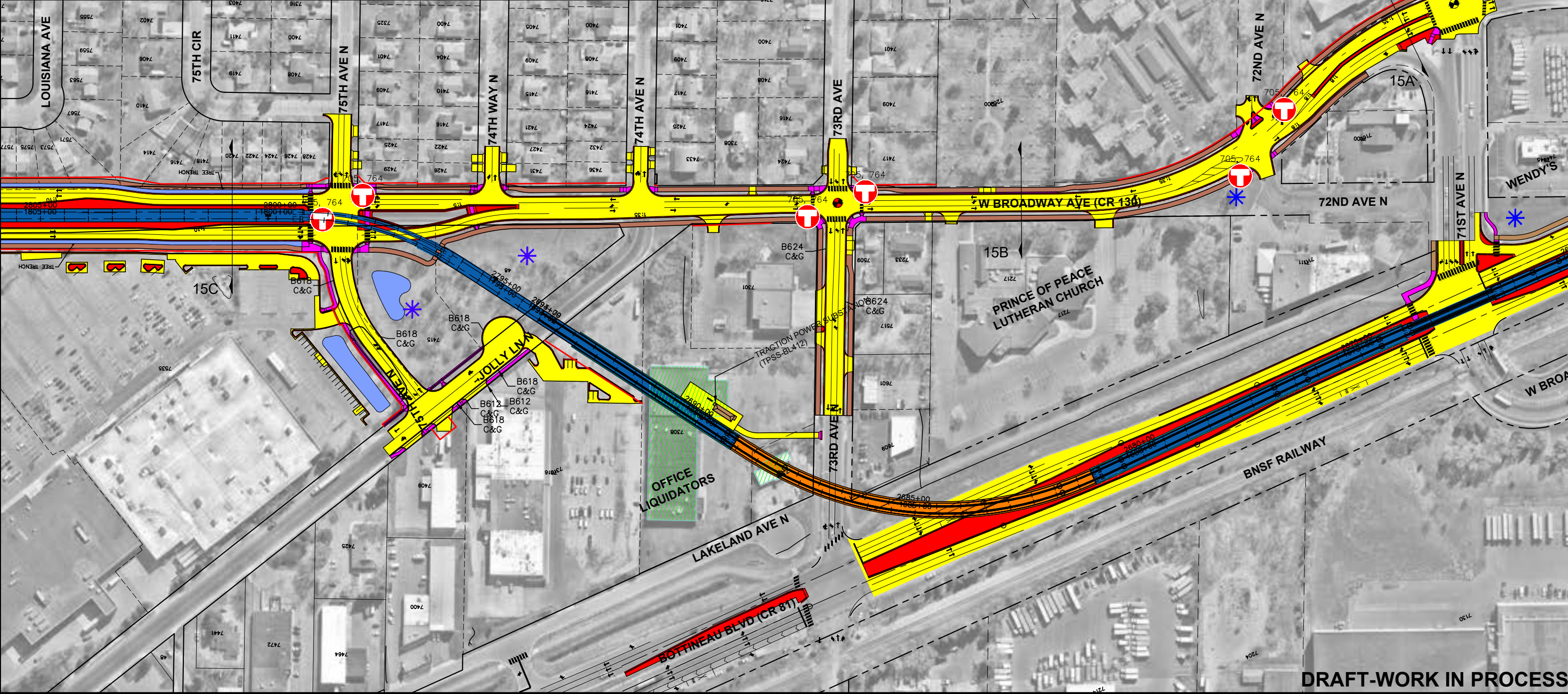


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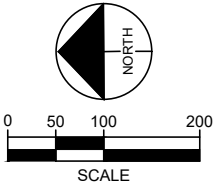
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	PLATFORM		BRIDGE		PROPOSED SIGNALIZED INTERSECTION		EXISTING PROPERTY LINE
	PAVED ROADWAY		BUILDING REMOVAL		MODIFIED SIGNALIZED INTERSECTION		EXISTING RIGHT OF WAY
	CURB, MEDIAN, & TRUCK APRON		RETAINING WALL		PROPOSED DIRECTIONAL LANE USE		CONCEPTUAL RIGHT OF WAY LINE
	SIDEWALK		PROPOSED NOISE WALL		EXISTING BUS STOP		DRAINAGE AND UTILITY EASEMENT
	TRAIL		PROPOSED GUARDRAIL		APPROX. LOCATION OF TRACTION POWER SUBSTATION (TPSS)		BIKEWAY
	POTENTIAL STORMWATER TREATMENT LOCATION				APPROX. SIZE OF TPSS FINAL LOCATION TBD		



BLUE LINE EXTENSION

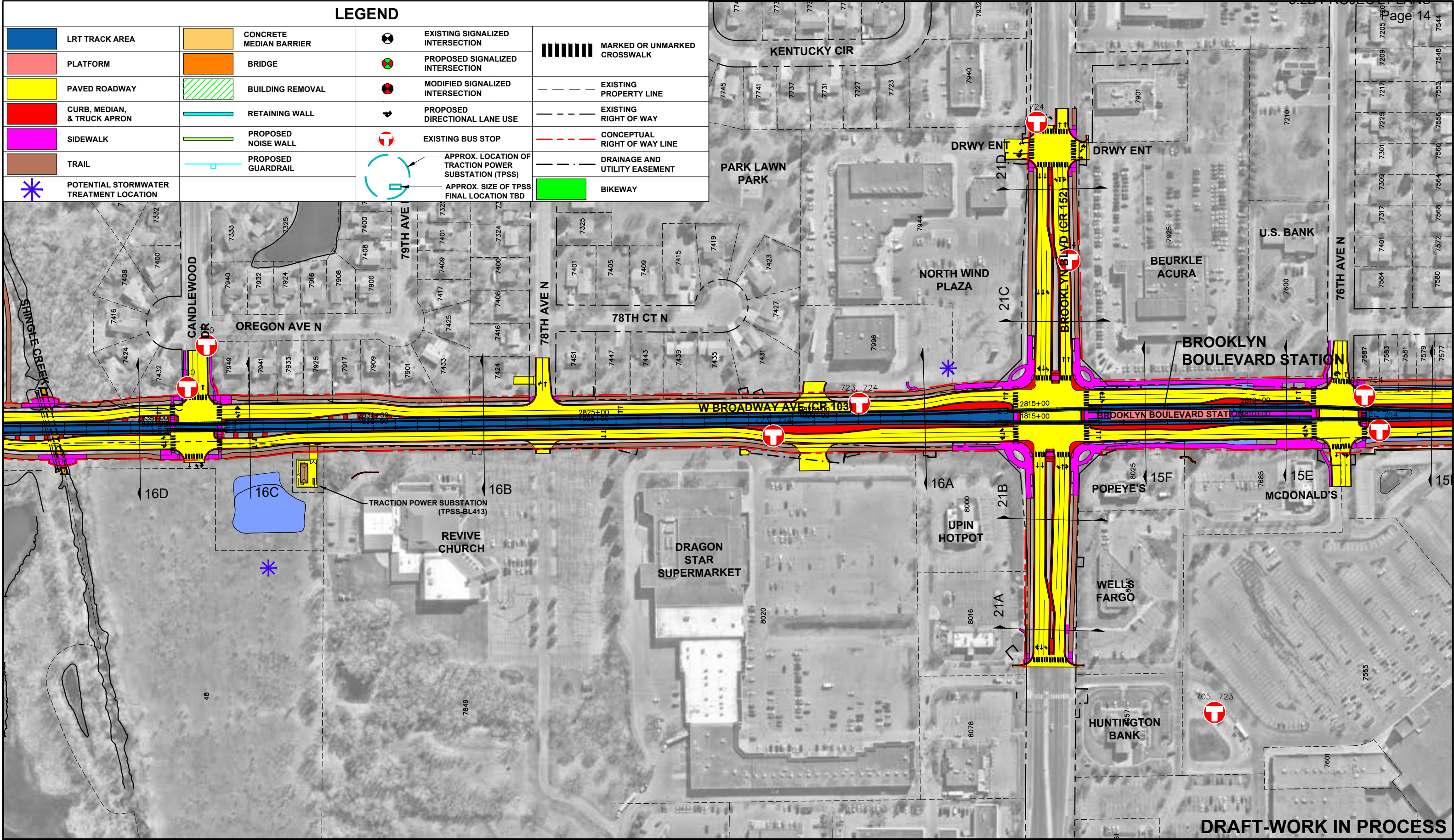
CITY OF BROOKLYN PARK
MUNICIPAL CONSENT DISPLAY EXHIBIT - PLAN VIEW

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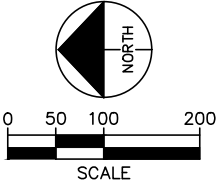


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BLUE LINE EXTENSION
CITY OF BROOKLYN PARK
MUNICIPAL CONSENT DISPLAY EXHIBIT - PLAN VIEW

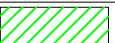
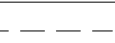
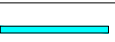
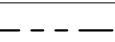
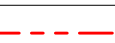
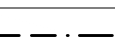
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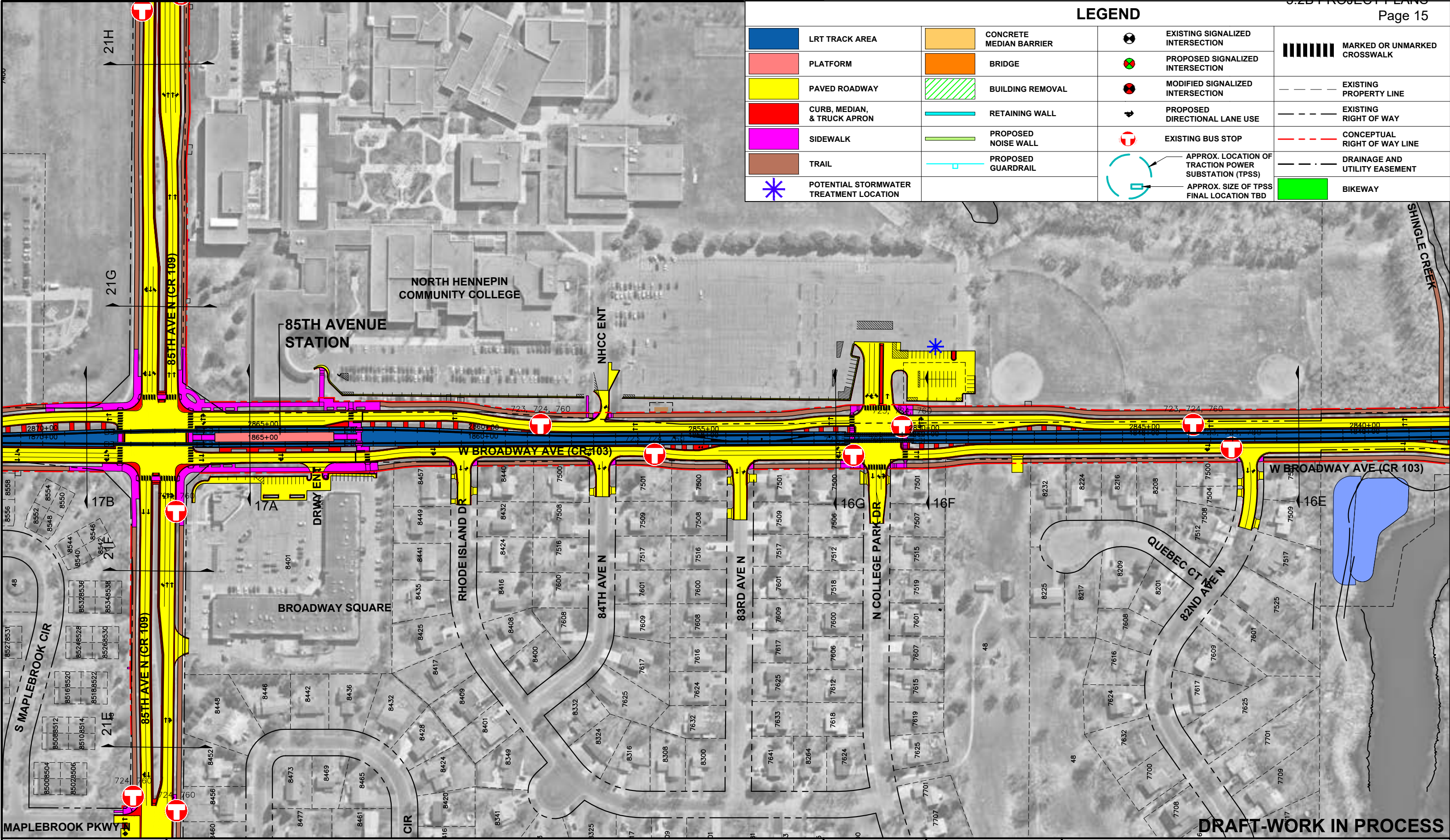


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Jul, 22 2024 05:17 pm C:\pw\kh1\0424502\BPN-Planview-MC-DisplayExhibit.dwg By: jonah.kramer

LEGEND

	LRT TRACK AREA		CONCRETE MEDIAN BARRIER		EXISTING SIGNALIZED INTERSECTION		MARKED OR UNMARKED CROSSWALK
	PLATFORM		BRIDGE		PROPOSED SIGNALIZED INTERSECTION		EXISTING PROPERTY LINE
	PAVED ROADWAY		BUILDING REMOVAL		MODIFIED SIGNALIZED INTERSECTION		EXISTING RIGHT OF WAY
	CURB, MEDIAN, & TRUCK APRON		RETAINING WALL		PROPOSED DIRECTIONAL LANE USE		CONCEPTUAL RIGHT OF WAY LINE
	SIDEWALK		PROPOSED NOISE WALL		EXISTING BUS STOP		DRAINAGE AND UTILITY EASEMENT
	TRAIL		PROPOSED GUARDRAIL		APPROX. LOCATION OF TRACTION POWER SUBSTATION (TPSS)		BIKEWAY
	POTENTIAL STORMWATER TREATMENT LOCATION				APPROX. SIZE OF TPSS FINAL LOCATION TBD		

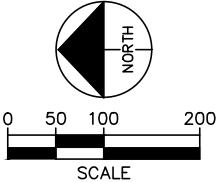


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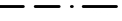
BLUE LINE EXTENSION
CITY OF BROOKLYN PARK
MUNICIPAL CONSENT DISPLAY EXHIBIT - PLAN VIEW

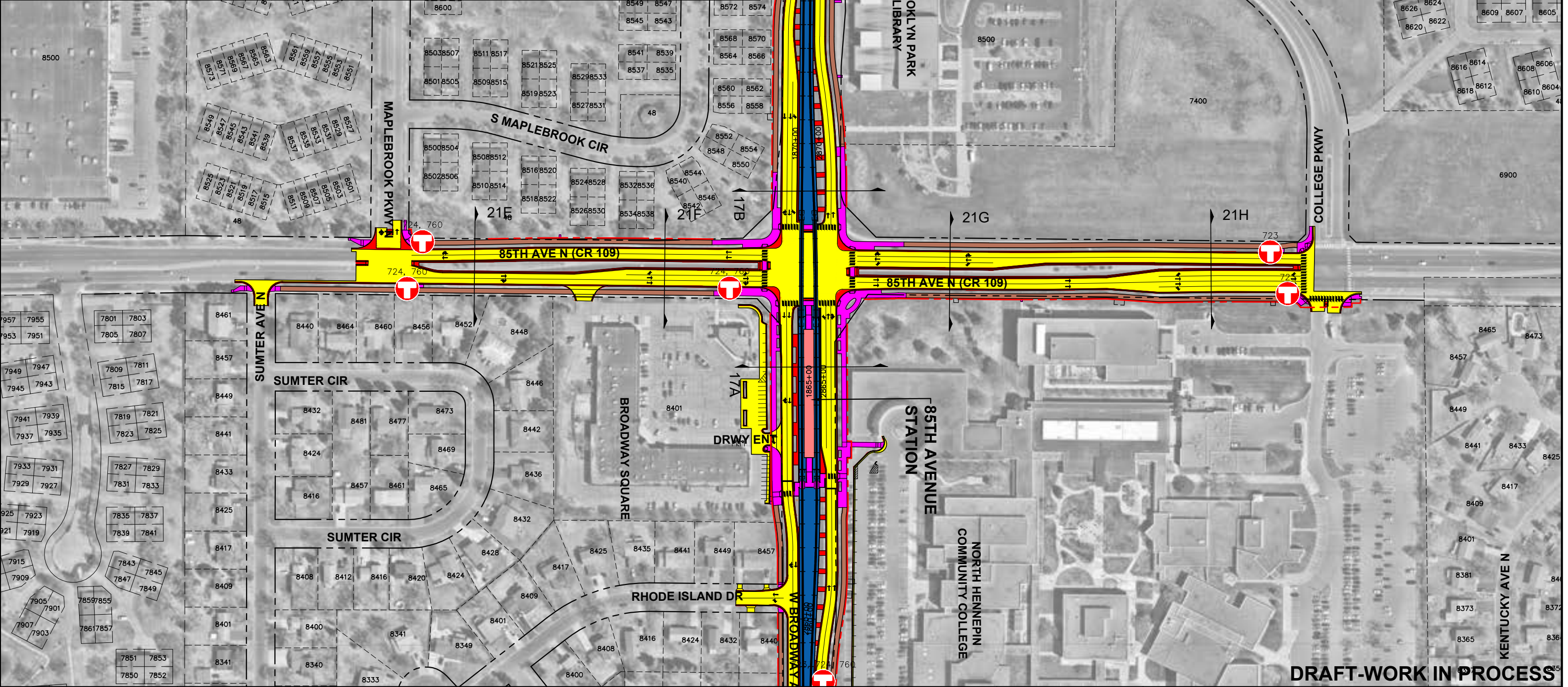
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LEGEND

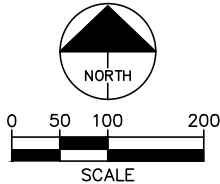
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	PLATFORM		BRIDGE		PROPOSED SIGNALIZED INTERSECTION		EXISTING PROPERTY LINE
	PAVED ROADWAY		BUILDING REMOVAL		MODIFIED SIGNALIZED INTERSECTION		EXISTING RIGHT OF WAY
	CURB, MEDIAN, & TRUCK APRON		RETAINING WALL		PROPOSED DIRECTIONAL LANE USE		CONCEPTUAL RIGHT OF WAY LINE
	SIDEWALK		PROPOSED NOISE WALL		EXISTING BUS STOP		DRAINAGE AND UTILITY EASEMENT
	TRAIL		PROPOSED GUARDRAIL		APPROX. LOCATION OF TRACTION POWER SUBSTATION (TPSS)		BIKEWAY
	POTENTIAL STORMWATER TREATMENT LOCATION				APPROX. SIZE OF TPSS FINAL LOCATION TBD		



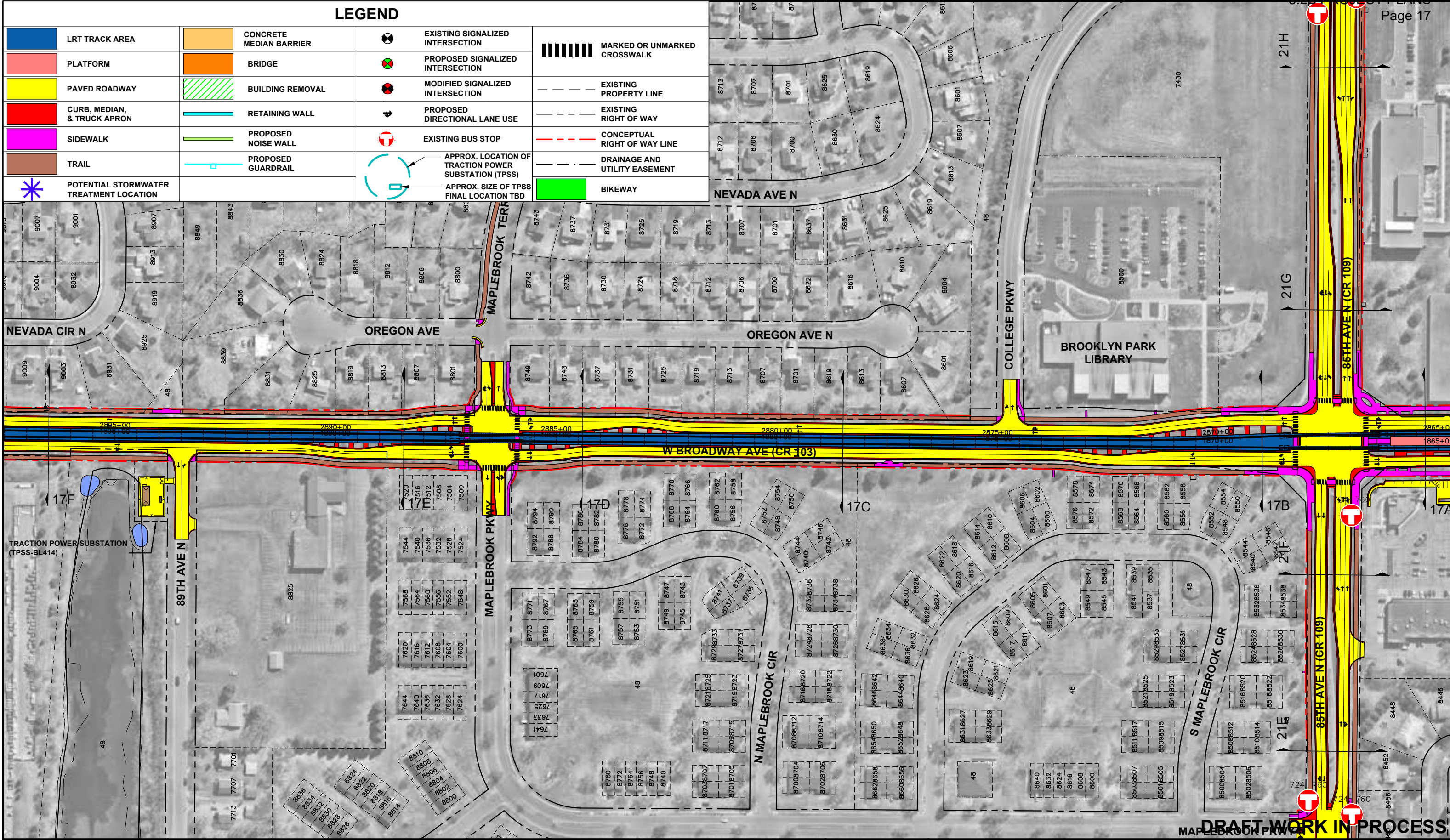
BLUE LINE EXTENSION

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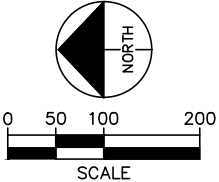


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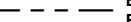


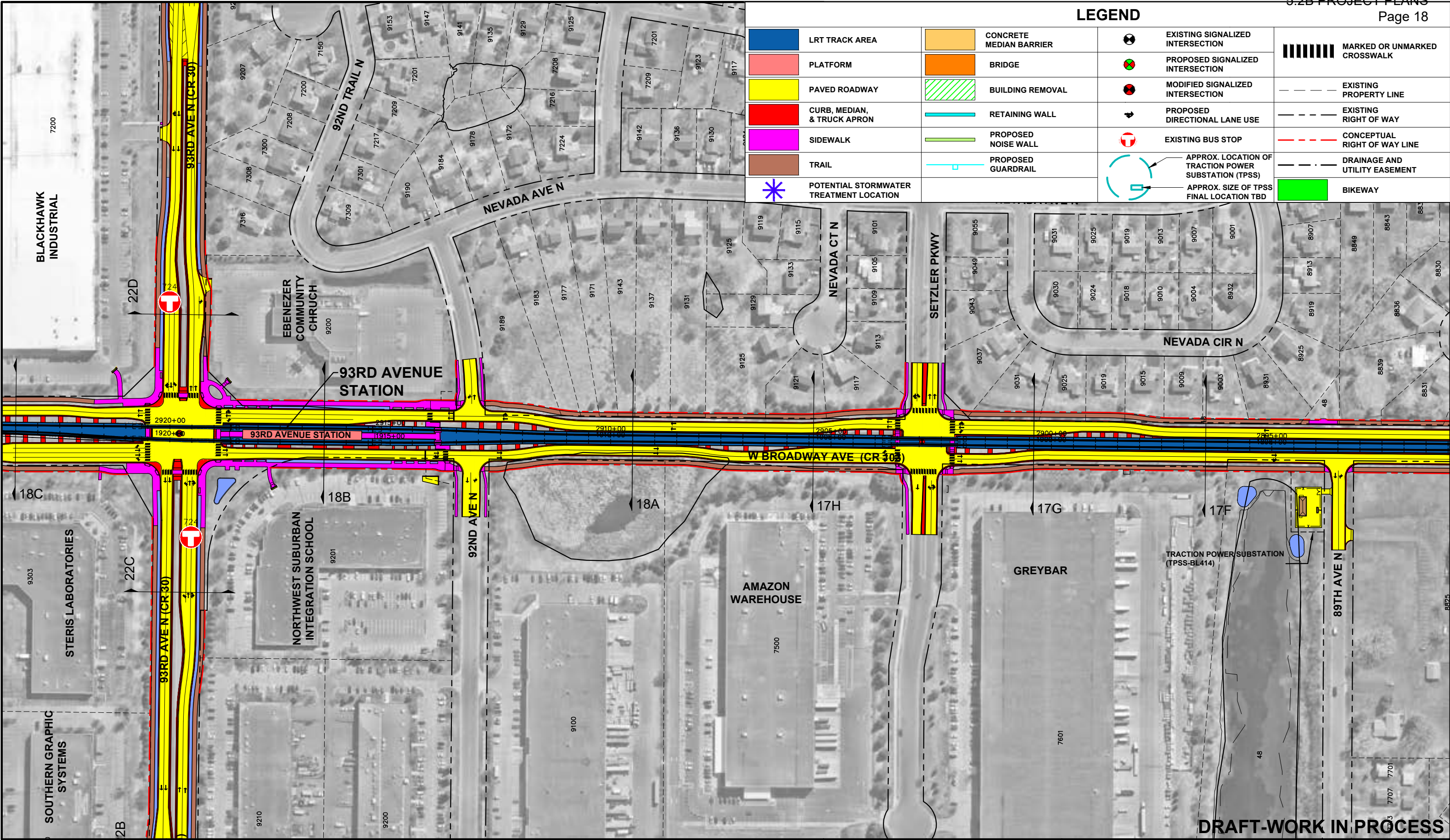
BLUE LINE EXTENSION
CITY OF BROOKLYN PARK
MUNICIPAL CONSENT DISPLAY EXHIBIT - PLAN VIEW

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LEGEND

 LRT TRACK AREA	 CONCRETE MEDIAN BARRIER	 EXISTING SIGNALIZED INTERSECTION	 MARKED OR UNMARKED CROSSWALK
 PLATFORM	 BRIDGE	 PROPOSED SIGNALIZED INTERSECTION	 EXISTING PROPERTY LINE
 PAVED ROADWAY	 BUILDING REMOVAL	 MODIFIED SIGNALIZED INTERSECTION	 EXISTING RIGHT OF WAY
 CURB, MEDIAN, & TRUCK APRON	 RETAINING WALL	 PROPOSED DIRECTIONAL LANE USE	 CONCEPTUAL RIGHT OF WAY LINE
 SIDEWALK	 PROPOSED NOISE WALL	 EXISTING BUS STOP	 DRAINAGE AND UTILITY EASEMENT
 TRAIL	 PROPOSED GUARDRAIL	 APPROX. LOCATION OF TRACTION POWER SUBSTATION (TPSS)	 BIKEWAY
 POTENTIAL STORMWATER TREATMENT LOCATION		 APPROX. SIZE OF TPSS FINAL LOCATION TBD	

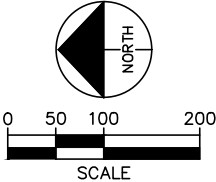


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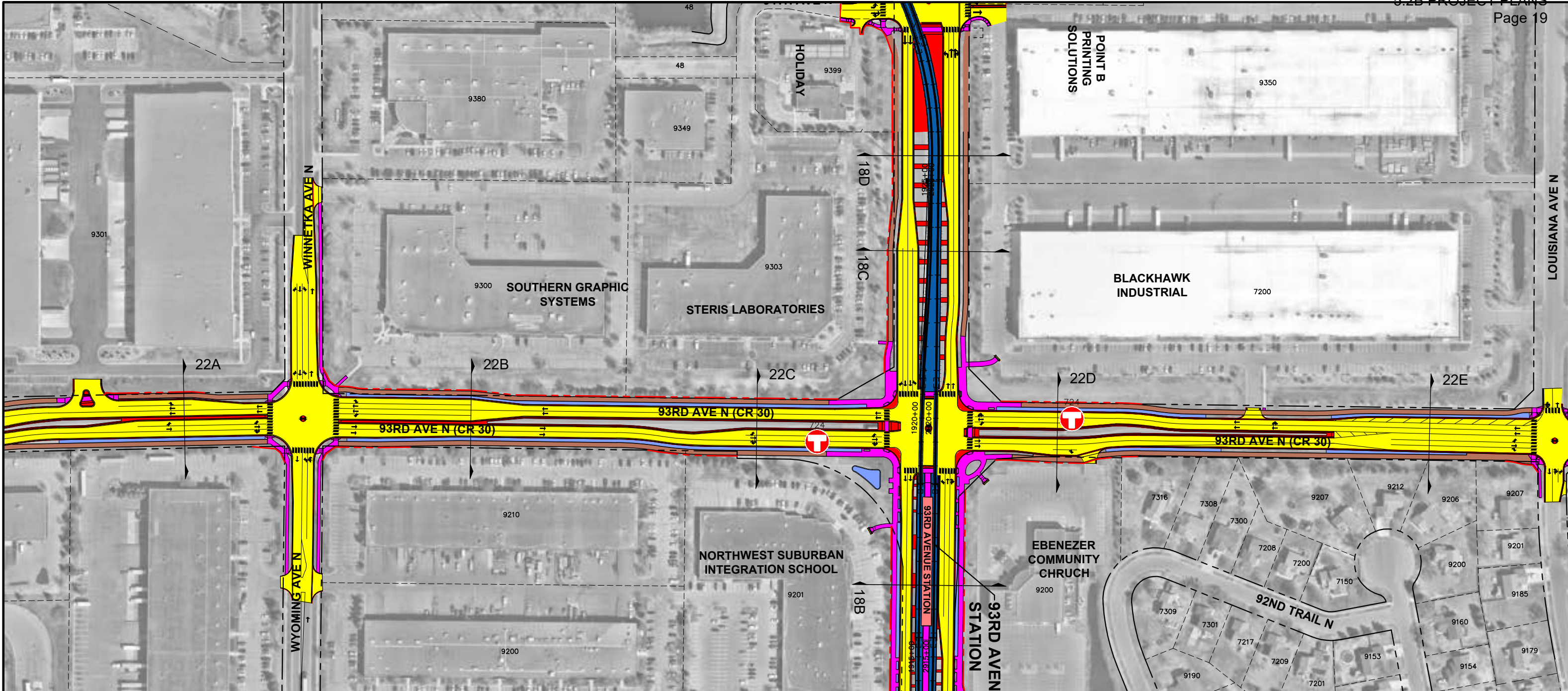


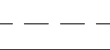
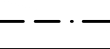
BLUE LINE EXTENSION
CITY OF BROOKLYN PARK
MUNICIPAL CONSENT DISPLAY EXHIBIT - PLAN VIEW

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LEGEND					
	LRT TRACK AREA		CONCRETE MEDIAN BARRIER		EXISTING SIGNALIZED INTERSECTION
	PLATFORM		BRIDGE		PROPOSED SIGNALIZED INTERSECTION
	PAVED ROADWAY		BUILDING REMOVAL		MODIFIED SIGNALIZED INTERSECTION
	CURB, MEDIAN, & TRUCK APRON		RETAINING WALL		PROPOSED DIRECTIONAL LANE USE
	SIDEWALK		PROPOSED NOISE WALL		EXISTING BUS STOP
	TRAIL		PROPOSED GUARDRAIL		APPROX. LOCATION OF TRACTION POWER SUBSTATION (TPSS)
	POTENTIAL STORMWATER TREATMENT LOCATION				APPROX. SIZE OF TPSS FINAL LOCATION TBD
					MARKED OR UNMARKED CROSSWALK
					EXISTING PROPERTY LINE
					EXISTING RIGHT OF WAY
					CONCEPTUAL RIGHT OF WAY LINE
					DRAINAGE AND UTILITY EASEMENT
					BIKEWAY



BLUE LINE EXTENSION

CITY OF BROOKLYN PARK

MUNICIPAL CONSENT DISPLAY EXHIBIT - PLAN VIEW

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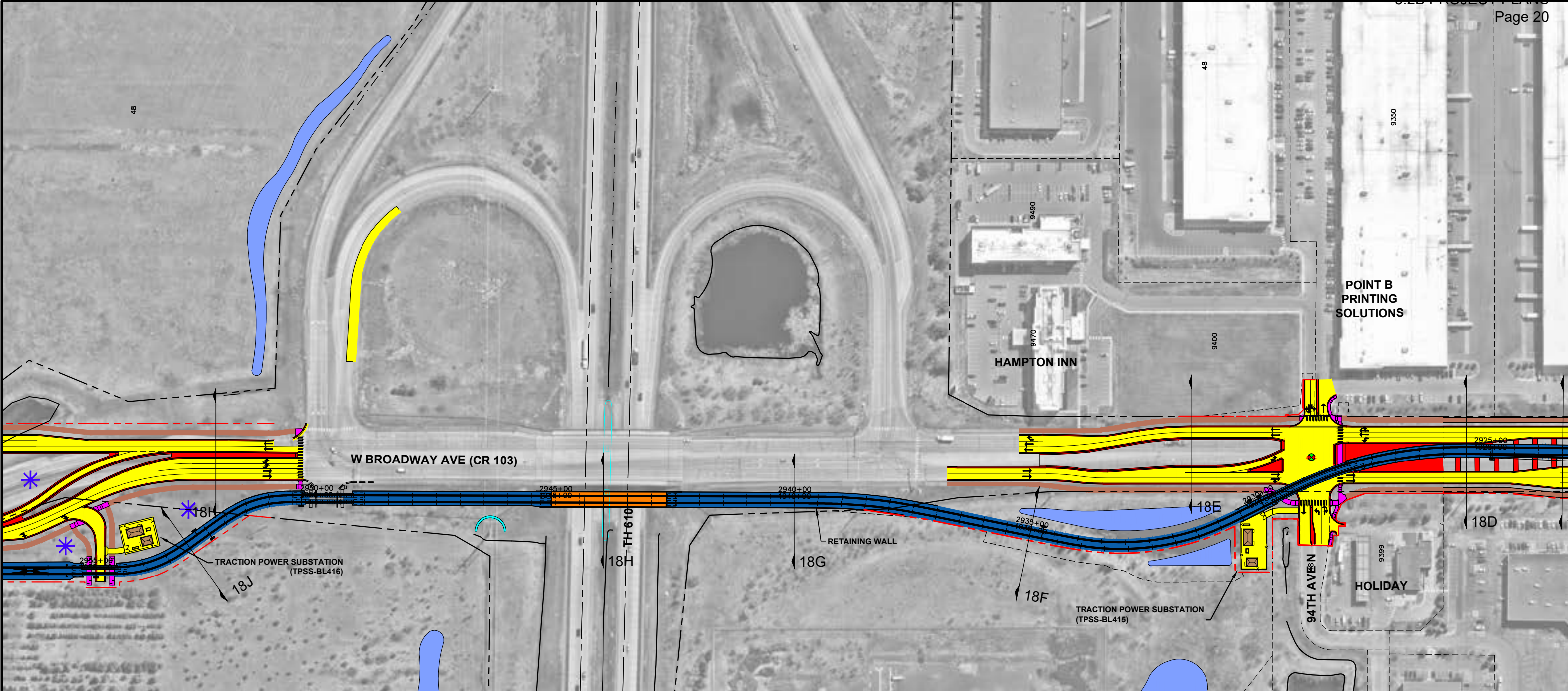
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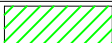
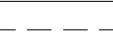
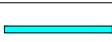
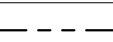
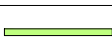
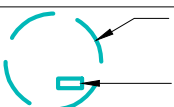
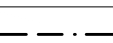


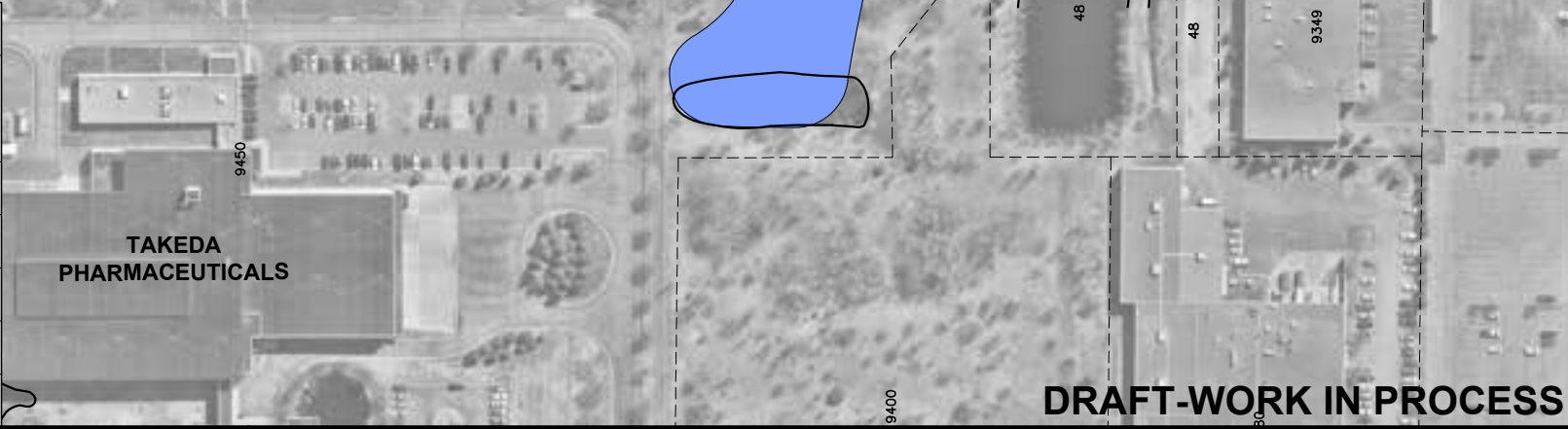
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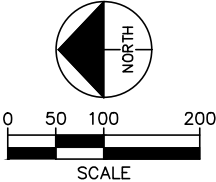


LEGEND						
	LRT TRACK AREA		CONCRETE MEDIAN BARRIER		EXISTING SIGNALIZED INTERSECTION	 MARKED OR UNMARKED CROSSWALK
	PLATFORM		BRIDGE		PROPOSED SIGNALIZED INTERSECTION	
	PAVED ROADWAY		BUILDING REMOVAL		MODIFIED SIGNALIZED INTERSECTION	 EXISTING PROPERTY LINE
	CURB, MEDIAN, & TRUCK APRON		RETAINING WALL		PROPOSED DIRECTIONAL LANE USE	 EXISTING RIGHT OF WAY
	SIDEWALK		PROPOSED NOISE WALL		EXISTING BUS STOP	 CONCEPTUAL RIGHT OF WAY LINE
	TRAIL		PROPOSED GUARDRAIL		APPROX. LOCATION OF TRACTION POWER SUBSTATION (TPSS)	 DRAINAGE AND UTILITY EASEMENT
	POTENTIAL STORMWATER TREATMENT LOCATION				APPROX. SIZE OF TPSS FINAL LOCATION TBD	 BIKEWAY



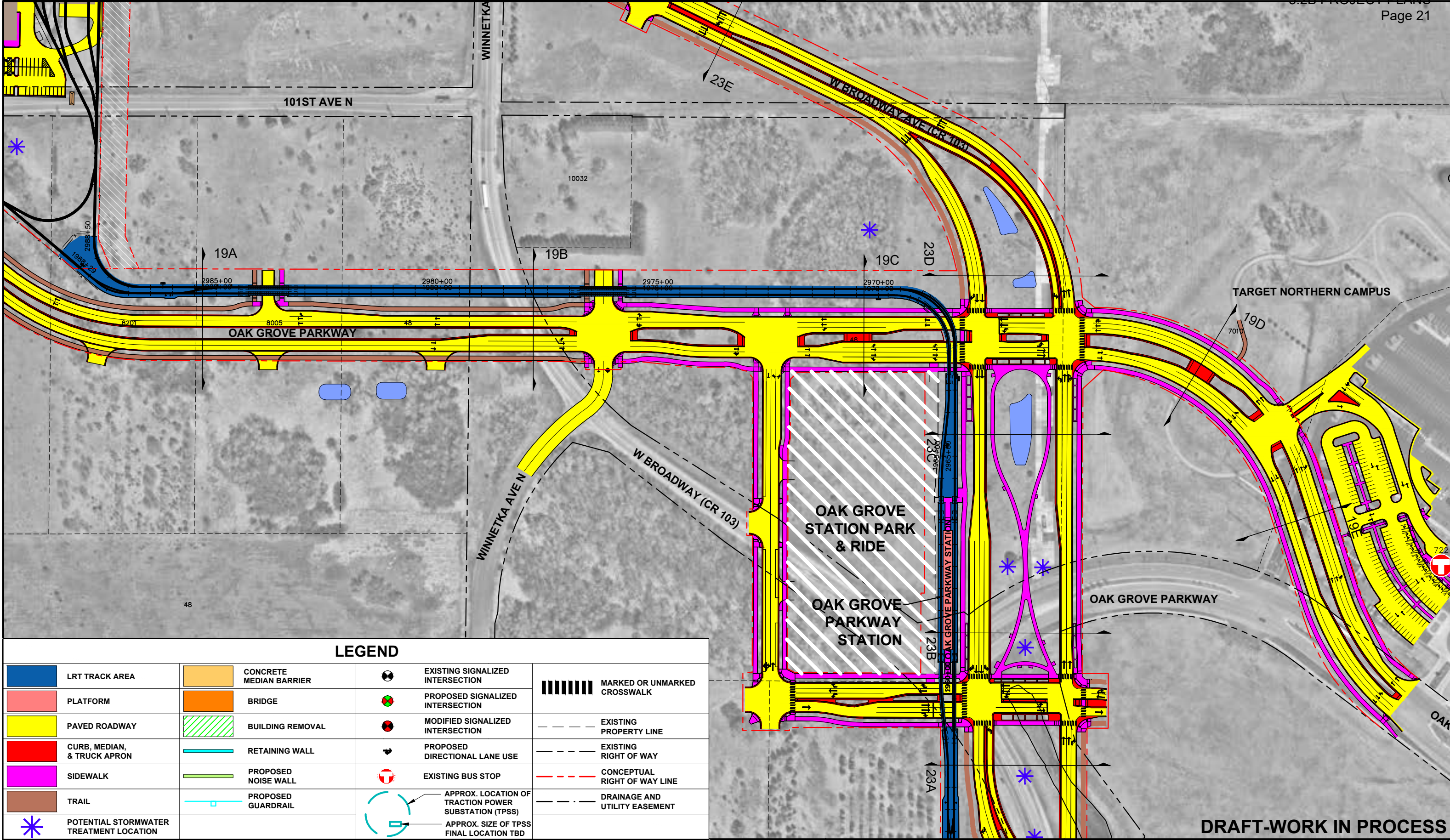
BLUE LINE EXTENSION
CITY OF BROOKLYN PARK
MUNICIPAL CONSENT DISPLAY EXHIBIT - PLAN VIEW

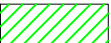
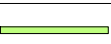
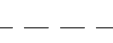
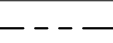
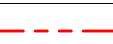
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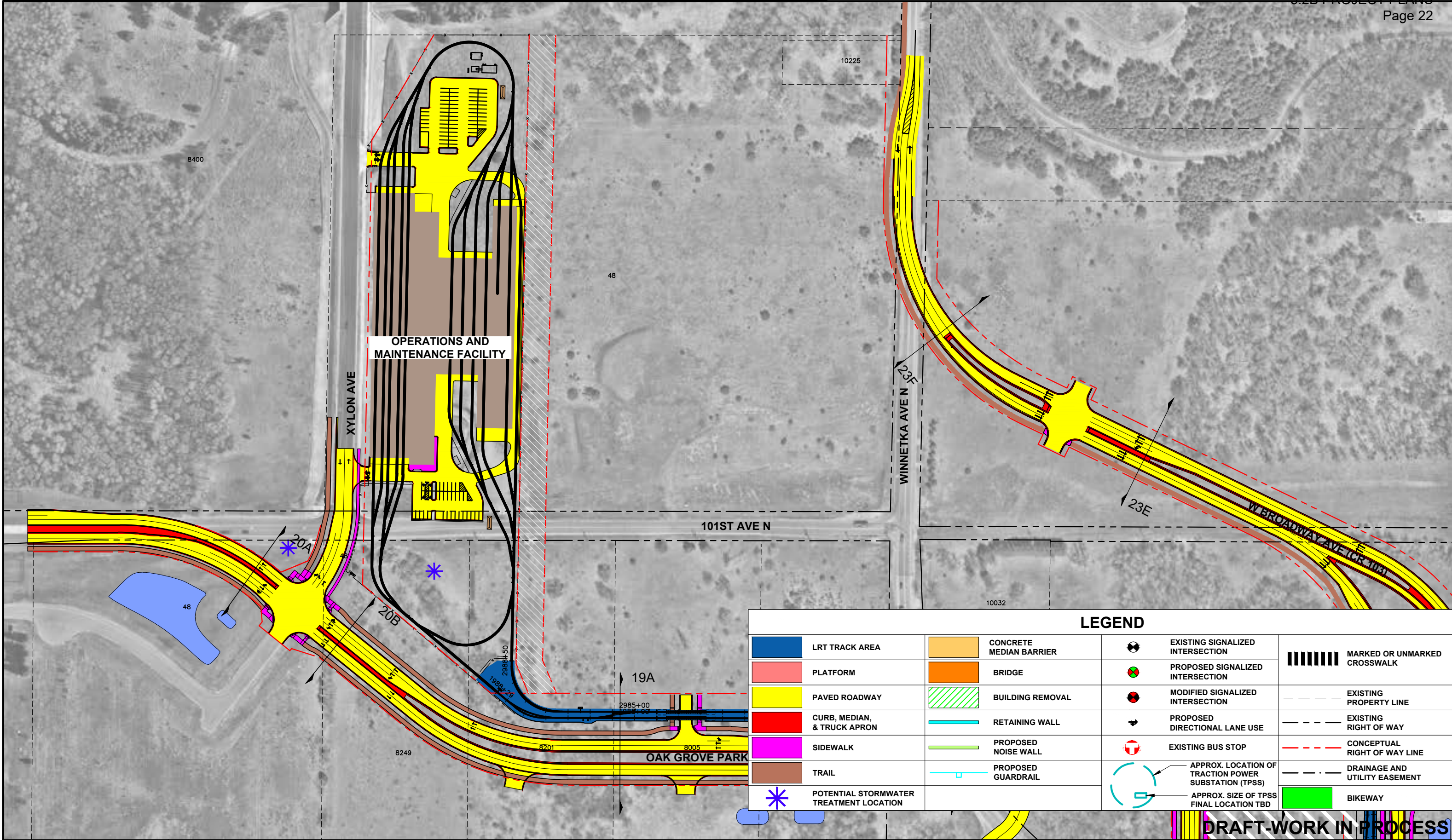
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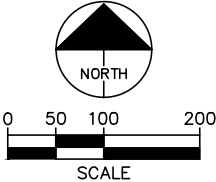
LEGEND					
	LRT TRACK AREA		CONCRETE MEDIAN BARRIER		EXISTING SIGNALIZED INTERSECTION
	PLATFORM		BRIDGE		PROPOSED SIGNALIZED INTERSECTION
	PAVED ROADWAY		BUILDING REMOVAL		MODIFIED SIGNALIZED INTERSECTION
	CURB, MEDIAN, & TRUCK APRON		RETAINING WALL		PROPOSED DIRECTIONAL LANE USE
	SIDEWALK		PROPOSED NOISE WALL		EXISTING BUS STOP
	TRAIL		PROPOSED GUARDRAIL		APPROX. LOCATION OF TRACTION POWER SUBSTATION (TPSS)
	POTENTIAL STORMWATER TREATMENT LOCATION				APPROX. SIZE OF TPSS FINAL LOCATION TBD
					MARKED OR UNMARKED CROSSWALK
					EXISTING PROPERTY LINE
					EXISTING RIGHT OF WAY
					CONCEPTUAL RIGHT OF WAY LINE
					DRAINAGE AND UTILITY EASEMENT

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BLUE LINE EXTENSION
CITY OF BROOKLYN PARK
MUNICIPAL CONSENT DISPLAY EXHIBIT - PLAN VIEW

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METRO Blue Line LRT Extension

6465 Wayzata Boulevard, Suite 600, St. Louis Park, MN 55426 www.bluelineext.org

July 26, 2024

Jay Stroebel, City Manager
Brooklyn Park City Hall
5200 85th Avenue North
Brooklyn Park, MN 55443

Dear Mr. Stroebel,

The Blue Line Extension Project Office (BPO) recognizes and thanks the City of Brooklyn Park and its staff for the success we have shared working together to advance the Blue Line Extension Light Rail Transit (BLE) project. The project is reaching several major milestones in 2024. On June 14th we published the Supplemental Draft Environmental Impact Statement (SDEIS). This publication paves the way for the next key step in the process: review by municipalities of the physical design component of the project's Preliminary Design Plans as provided in Minnesota Statutes Section 473.3994, commonly referred to as "Municipal Consent."

Through our regular Issue Resolution Team (IRT) meetings, we have jointly developed the accompanying set of Preliminary Design Plans. These plans build on the approximate 30% design plans published earlier this year, carefully updated to reflect close coordination to address key issues raised by the City of Brooklyn Park and other key municipal partners. In addition to the enclosed Preliminary Design Plans, project office staff developed 11"x17" display exhibits that illustrate the project features to more effectively communicate with the general public. Moving forward, we will continue to work closely with city staff on a frequent basis and request formal City comments at future design milestones, including 60% and 90% design plans.

The purpose of this letter is to facilitate the formal process for local review of Preliminary Design Plans under Section 473.3994; summarize how these plans incorporate key preliminary design element comments received from the City; and to discuss how the Project Office will work closely with municipal partners to resolve future design details moving forward.

Statutory Process and Scope

Minnesota Statutes Section 473.3994 requires the responsible authority for each light rail transit project (in this case, the Metropolitan Council) to submit the "physical design component of the Preliminary Design Plans" to each city and county on the project's alignment. Minn. Stat. § 473.3994, subd. 3. State law defines the physical design component of the Preliminary Design Plans as

the physical design of facilities, including location, length, and termini of routes; general dimension, elevation, alignment, and character of routes and crossings; whether the track is elevated, on the surface, or below ground; approximate station locations; and related park and ride, parking, and other transportation facilities; and a plan for disability access.

§ 473.3993, subd. 2(1). Each city and county must hold a hearing and approve or disapprove the portion of the submitted plans that would be located in that municipality. § 473.3994, subd. 3. A municipality that disapproves must “describe specific amendments to the plans that, if adopted, would cause the local unit to withdraw its disapproval.” § 473.3994, subd. 3. The scope of the submitted plans, and therefore the scope of these amendments, is limited to those elements contained in the physical design component of the Preliminary Design Plans, as defined in state law.

Pursuant to these provisions of state law, the Metropolitan Council is submitting the physical design component of the Preliminary Design Plans for the Blue Line Extension Project to the City of Brooklyn Park for its review and approval. This submission follows many months of constructive conversation with City staff, and the plans have evolved significantly in response to comments, suggestions, and concerns raised by the City. Other suggestions and concerns from City staff do not relate to the physical design component of the Preliminary Design Plans, and so are not reflected in the attached plans, but project staff, the Metropolitan Council, and Hennepin County continue to work to respond to those topics, as well. This letter briefly addresses some of the leading discussion topics related to the municipal consent process and some of the leading topics that must be addressed outside of that process. We look forward to continuing all of these conversations with you as this Project continues to advance.

Preliminary Design Elements

In Brooklyn Park, preliminary design plans have not changed significantly from the original route for the Blue Line Extension which previously received approval from the city and have been advanced to near 90% design. However, we have continued to work closely with city staff to further refine these plans since that decision to respond to new ideas and issues raised by city staff, which are reflected in the enclosed plans. We will continue to work closely with city staff to address additional design details and refinements as planning continues.

Anti-Displacement

Throughout the development of this project, numerous stakeholders, including the City of Brooklyn Park, have highlighted the importance of ensuring that construction of the Blue Line Extension does not displace existing residents and that they benefit from this new regional transit asset. The Metropolitan Council, Hennepin County, and project staff share a strong commitment to preventing displacement and maximizing benefits to current corridor residents.

The project is going to great lengths to minimize property impacts that could displace residents and businesses. This has been a top consideration in many major and minor decisions about route alignment and preliminary design elements.

We also recognize that anti-displacement is not just about physical displacement as a direct result of construction of the LRT. There are also economic, social, and cultural considerations and interventions needed that are beyond the scope of the physical design elements of the Preliminary Design Plans.

Project partners and project staff are deeply committed to integrating anti-displacement efforts both within the design and construction of the BLE project and beyond the technical scope of the project. This has been demonstrated to date by participation in the BLE Anti-Displacement Work Group meetings,

incorporation of recommendations into design developments, and integration of anti-displacement topics into meetings like Issue Resolution Teams and the Corridor Management Committee.

As the project advances, key outcomes will be achieved by writing construction specifications that meet the shared vision for robust anti-displacement measures by stipulating workforce requirements, DBE participation, communication and outreach requirements, and maintaining access to businesses and residential properties throughout construction. Design advancement will also include elements for Cultural Place-Keeping developed in partnership with the community. The Project Office is also committed to implementing robust mitigation efforts tied to Environmental Justice as determined by the SFEIS and will continue all these efforts with community and stakeholder input as design advances. A mitigation work plan will be shared with City staff as soon as possible.

In addition, the project's local funder, Hennepin County, is leading efforts to develop and implement an Anti-Displacement Coordinated Action Plan that includes a broad approach with specific strategies for individual entities to consider and advance outside the scope of the light rail project. The plan will include a clear timeline with actions to be taken before, during, and after construction in key areas including right-of-way acquisition, development and preservation, and business support. Hennepin County is currently working with cities and the community to refine a first draft of this plan that will be released to the general public before Municipal Consent hearings.

These efforts supplement and build on the work of the community-led Anti-Displacement Working Group (ADWG), which was established by Hennepin County to reinforce a shared commitment amongst project stakeholders to work together with communities to form recommendations to proactively prevent displacement and maximize the many benefits that light rail can bring. The Minnesota Legislature recently passed a bill to appoint the members of the ADWG to a new Anti-Displacement Community Prosperity Program Board, tasked with implementing the Anti-Displacement Community Prosperity Program, which received \$10 million from the Legislature. Hennepin County is providing staff support to the board. The corridor cities and the Minneapolis Park and Recreation Board have representatives on the board.

The legislation empowers the program and board to fund and advance initiatives that preserve and enhance affordable housing, provide support to small businesses, support public infrastructure enhancements, provide job training and placement, and more. Through these initiatives, the program is designed to benefit the people and businesses and enhance the sense of community along the Blue Line light rail transit extension corridor. All expenditures are reviewed and approved by the Anti-Displacement Community Prosperity Program Board. Hennepin County and other project partners will continue to work with the board to identify and secure required funding matches for each expenditure.

Future Phase Project Elements for Continued Collaboration

The Project Office is also committed to advancing project elements that are beyond the scope of physical design components of the Preliminary Design Plans. Our work and close partnership with the City of Brooklyn Park, as with all of our project partners, will continue as we collaborate on the multitude of items and project details encountered in a project of this magnitude. The plans enclosed in this submittal are by definition preliminary. Many details and opportunities to refine and advance a final design that best serves your residents remain. We are committed to advancing this project through

preliminary design, final design, construction, and ultimately to revenue service with your continued close partnership.

Project elements that will continue to be advanced with City partnership include, but are not limited to:

- Operations and maintenance agreements
- Park and ride accommodations
- Pedestrian crossings and additional bicycle/pedestrian facilities
- Planning and visioning elements from TH-610 and north
- Emergency vehicle pre-emption and signal operations
- Stormwater design and management
- Access during construction

The Municipal Consent process is one of many opportunities for City input, and in no way represents the end of our continued collaboration. Many opportunities lie ahead for city policymakers, staff, and community input. The Corridor Management Committee and Supplemental Final Environmental Impact Statement are some of the official opportunities for policy recommendations and action. Continued partnership will be essential at every step moving forward. The Blue Line Extension Project Office greatly appreciates the City's partnership to date and looks forward to continuing to advance design, construction, and anti-displacement work together, to ensure this project contributes significantly to the vitality and inclusive prosperity of all our residents, region, and state.

Sincerely,

Nick Thompson

Nick Thompson
Interim Blue Line Extension Project Director
Deputy General Manager – Capital Projects
Metro Transit

BLUE LINE EXTENSION PUBLIC INPUT

COMMENTS RECEIVED VIA EMAIL

ATTENTION: Marc Culver, City Engineer

Mr. Culver:

Respectfully, this whole project is ill-conceived. The county CANNOT afford the current Southwest LRT with all of its horrible design flaws and cost overruns; so WHY would another comparable project be started? Crime cannot be controlled on the already existing busses and trains and the route planned for the Blue Line has been viewed by many as very disruptive and poorly mapped.

At the end of the Metro Blue Line Extension route, the Target Corporate Parking Lots are EMPTY (as is much of the building)! People are NOT driving or taking existing transit to work; they continue to WORK FROM HOME! Many companies/corporations are finding that "Working with Heart" (See Minnesota's own General Mills' philosophy) and "FLEXIBILITY" are KEY to attracting and keeping good employees.

MANY of the trains and busses that are already operational throughout the entire Hennepin County area are ALSO poorly used. Criminal activity and low ridership have been the headlines for many, many months, if not years. REPORTED crimes may be reported as having fallen, but what about all of the unreported crimes? It has been reported that airport employees are afraid to ride the trains

The current Metro Transit Chief: Ernest Morales III remains on pretty much unexplained paid administrative leave. Reports of hostile work environments, bullying and intimidation have not been denied.

I worked in the way northern suburbs for 35 years and watched all of the excitement for the Northstar Line. Ridership fell FAR short from the very beginning and the pandemic was a virtual death blow. Will it ever recover to a point where HUGE fare subsidies are not needed? Talk of ending Northstar service is swirling. Learn from the Southwest LRT and the Northstar Line! Just because Federal Money (which is still OUR money) is available does NOT mean that a project should go forward.

To us, and many of our friends and neighbors, it seems that MUCH MORE thought, consideration, planning, budgeting and input needs to take place before this project should even be considered to advance to the next phase! Or even better, let's vote on it!

Use common sense and STOP THE PROJECT!

Bob and Connie Zimmerman
Brooklyn Park, MN

Question/Comment

I don't believe this is something necessary for the city of Brooklyn Park. Until we can get the young crime under control better. Juveniles & young adults stealing cars and shooting each other will spill over to Brooklyn Park from Minneapolis. All they have to do is ride the rail for transportation out of Minneapolis and commit crimes in our neighborhoods. Remember what was or still is happening at the Mall of America. Times have changed. But is Brooklyn Park ready for the influx of the crimes coming from cheap transportation from Minneapolis? I don't! Lets see how many car get broken into at the Park & Ride on the 63rd Ave. Station. And the surrounding neighborhoods. You can bet on it!!

Gregory Midthun

Hey Marc Culver, the blue line is a waste of money, we've already got plenty of crime in the area, if I get to vote I say No, Thanks Dale Hasse

Hello,

Bringing the light rail into Brooklyn Park will bring crime directly into our neighborhoods and our city. The average person working already has a plan that's working to get to their jobs and most people are not even going into the city to work. Those cities that have the light rail near them will not get on it due to crime.

If your goal is to bring crime into Brooklyn Park then the light rail is exactly what you want to put in the city.

If your goal is to keep crime out of our city than you would not spend the time, or the tax dollars of the citizens of Brooklyn Park to build such a worthless endeavor.

Please respond back to me and let me know what the purpose of the light rail being put into Brooklyn Park is seeing how it has already been a fail in other parts of the Twin Cities.

Thank you!

Regards,

Lori Winn

Question/Comment

I'm curious to know about the studies that have been conducted to determine ridership for the Blue Line, especially by Target employees. Extending LRT beyond North Hennepin CC doesn't make sense if the largest employer north of that stop (Target) has employees that vastly work at home or otherwise won't be using LRT. Before spending multiple millions of dollars to serve people along the route, doesn't it make sense to find out if those people actually want it? Instead, offer additional non-stop bus service between downtown and the areas north of NHCC. I'm one of thousands of residents who live in the northern part of BP/southern end of Champlin and never once have seen (nor have our neighbors) any kind of poll or questionnaire asking whether we plan to use LRT. I also know people who work at the BP Target campus and THEY'VE never been asked if they're interested in using LRT for their commute. Are we building this for the riders or for the politicians' resumes?

Contact information

J Geisinger

METRO Blue Line Extension Project Office

Dear Members of the project,

I am writing to express my strong support for the proposed Blue line light rail extension in our city. As a resident of Maple Grove and prior resident of Brooklyn Park, I believe that this project will bring numerous benefits to our community, enhancing connectivity, promoting economic growth, and improving the quality of life for our residents.

The light rail extension will provide a much-needed alternative to driving, reducing traffic congestion and lowering our carbon footprint. This is particularly important as our city continues to grow, and we seek sustainable solutions to accommodate this growth. By offering a reliable and efficient mode of public transportation, we can encourage more residents to leave their cars at home, thereby decreasing emissions and contributing to a cleaner environment.

Additionally, the light rail will enhance the quality of life for our residents by providing greater mobility and access to essential services, educational institutions, and cultural amenities. It will connect people to job opportunities across the region, making it easier for individuals to commute and pursue career advancement.

Most importantly , it will provide a vital link for those who do not own a vehicle, ensuring that all members of our community have access to reliable transportation.

I understand that there are concerns from some residents and business owners about the potential impacts of this project. However, I believe that the long-term benefits of the light rail extension far outweigh the challenges.

I urge you to consider the positive impact this project will have on our community and to support the Blue line light rail extension as a step towards a more connected, sustainable, and prosperous cities.

Thank you for considering my perspective on this important issue. I am confident that with your leadership, our city can move forward with a vision that embraces progress and inclusivity.

Sincerely,

Ajay Adhikari
Maple Grove, MN 55369



City of Brooklyn Park
City Hall
5200 85th Ave. N.
Brooklyn Park, MN 55443
763-424-8000
www.brooklynpark.org

August 5, 2024

Chair Charlie Zelle
Metropolitan Council
390 Robert Street North
Saint Paul, MN 55101

RE: City of Brooklyn Park comments on the METRO Blue Line Extension Supplemental Draft Environmental Impact Statement (SDEIS)

Dear Chair Zelle:

Thank you for the opportunity to review and comment on the METRO Blue Line Extension Supplemental Draft Environmental Impact Statement (SDEIS). The release of this document is an important milestone, documenting the anticipated benefits and impacts of the reconfigured project along with proposed mitigation measures. Because the updated project alignment in Brooklyn Park is so similar to the previously documented project, the content of the SDEIS generally matches our expectations. However, as we move closer to the municipal consent process, we do have a few comments that we would like to communicate.

Anti-displacement

The SDEIS makes it clear that the project will have a greater impact on Environmental Justice communities than the population as a whole. Given that context, it is especially important that strategies for ensuring shared benefit are a core commitment of the project.

The SDEIS documents the recommendations of the Anti-Displacement Working Group, indicating that additional work is necessary to refine the working group recommendations into mitigation measures for inclusion in the forthcoming Supplemental Final EIS (Section 7.4.2.6, Indirect and Cumulative Effects). While ideally this work would be complete and mitigation measures proposed in this SDEIS document, we look forward to working with Metro Transit, Hennepin County, the other corridor cities, and the Anti-Displacement Community Prosperity Board to ensure that the project makes a strong commitment to these strategies.

East-West Bus Connections

The City of Brooklyn Park has previously communicated the importance of identifying and implementing east-west bus routes that connect to each of the five planned stations in our city. We understand that Metro Transit will conduct a future study to plan connecting bus routes, but we believe there is some urgency to complete this work so that final engineering can take into account the facilities necessary to serve bus riders. Section 3.1 of the SDEIS, which analyzes travel demand modeling and ridership forecasts for the project, assumes that the future stations will be served only by existing bus routes in Brooklyn Park. We reiterate here our request that opening day connecting bus routes be planned earlier in the process.

Design

City staff have been working closely with the project office on design details emanating from the 2022 route modification. Following are design-related comments in the context of the SDEIS:

63rd Avenue Station – The SDEIS is based on conceptual engineering drawings from September 2023. Since that time, the project office has refined the design at the 63rd Avenue Station to improve pedestrian safety at the intersection. Those improvements are reflected on the updated plans released in March 2024. The Final Supplemental EIS should include those improvements as well, including documentation of the additional benefit to pedestrian safety.

Oak Grove Station Area – Earlier in the design process, MNDOT and the project office committed to including accommodations for an east-west street in the northwest quadrant of West Broadway and Highway 610 to serve new development, known as the “fourth leg.” This connection is critical to realizing the vision of the station area plan for high quality mixed-use development, and it must be included in the final project design and Final Supplemental EIS. City staff are also working with the project office on rethinking the siting of the park and ride to better facilitate transit oriented development. This likely does not impact the environmental documentation, but final plans should reflect this change.

Sidewalk Connections – The City of Brooklyn Park intends to implement sidewalk connections along critical roadway segments to and from our station sites. We have applied for Federal funding via the regional solicitation process and are optimistic that the request will be funded. The City requests that the portions of these segments that are within the METRO Blue Line Extension project construction limits be constructed as part of the project.

The City of Brooklyn Park continues to prepare for opening day of the Blue Line Extension and is making proactive investments to ensure that the project contributes to the prosperity of our community and the northwest area of the region. We appreciate the partnership of the Metropolitan Council and Hennepin County and look forward to the next steps in the process.

Sincerely,

A handwritten signature in dark ink, appearing to be 'Hollies Winston', written in a cursive style.

Hollies Winston
Mayor of Brooklyn Park

City of Brooklyn Park Request for Council Action

Agenda Item:	7.1	Meeting Date:	September 23, 2024
Agenda Section:	General Action Items	Originating Department:	Finance
Resolution:	X	Prepared By:	Cheryl Keene; Finance Assistant I
Ordinance:	N/A		
Attachments:	1	Presented By:	LaTonia Green, Finance Director Casey Nepper; MMA
Item:	Award the City Insurance Programs for Contract Year 2024-2025 to the League of Minnesota Cities Insurance Trust		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-_____ TO AWARD THE CITY INSURANCE PROGRAMS FOR CONTRACT YEAR 2024-2025 TO THE LEAGUE OF MINNESOTA CITIES INSURANCE TRUST.

Overview:

The City of Brooklyn Park (City) is a member of the League of Minnesota Cities Insurance Trust (LMCIT). The LMCIT is a cooperative joint powers organization and member cities' premiums contribute to a jointly owned fund. The money in the fund is then used to pay members' claims, losses, and expenses. The LMCIT's purpose is to meet member cities' coverage and risk management needs, and not to make a profit. Income that is not needed for operations or reserves is returned to member cities in the form of a dividend. The City became a member of the LMCIT in 1985, and recently received the following annual dividends:

Year	Dividend Received
2023	\$36, 159
2022	\$127,404
2021	\$187,033
2020	\$72,738
2019	\$32,726

2024 Workers' Compensation Renewal:

The City currently uses the LMCIT's \$10,000 medical only deductible plan. After discussion with the City's broker, Marsh & McLennan Agency (MMA), the recommendation is to maintain this deductible structure. This approach helps protect the City from large, unpredictable claims, which are expected to increase in the coming years. A key factor in this decision is the significant increase in PTSD cases, which have made up a substantial portion of LMCIT's claims over the past five years, accounting for over 35% of total claims costs. The rise in PTSD claims has also contributed to the City's higher premiums.

However, the renewal includes a 15% rate decrease for all LMCIT members. Despite this, the City's renewal shows a deterioration in its experience modification factor, which is now 51% above the average LMCIT city member.

In 2023, the City's workers' compensation premium for the \$10,000 medical-only deductible plan was \$2,480,961. For 2024, the renewal premium is \$2,621,888, reflecting a 6% increase, or an additional \$140,927. This increase is primarily driven by the City's experience modification factor rising from 1.26 to 1.51, a 25-point difference (20% higher), along with a 6% payroll increase. PTSD claims continue to exert upward pressure on the City's experience modification factor. The City anticipates that next year's workers' compensation renewal will bring some relief, as the largest claim year (2020) will drop off the experience rating period.

2024 Property/Casualty Renewal:

Aggregate Deductible:

This represents the maximum amount that the City is responsible for paying in total claims over the policy year. Once this limit is reached, the City would pay \$1,000 per claim for any additional occurrences.

To maintain the same coverages and deductibles, 2024 premium is \$1,089,742, which is an increase of \$66,249 compared to the 2023 premium of \$1,023,493. The primary reasons for this increase are:

- A 6% overall premium increase is attributed to deterioration in liability experience modification
- The City's liability experience modification increased 8% during the experience rating period



Primary Issues/Alternatives to Consider:

MMA and City staff have explored alternative insurers but have not found competitive terms and conditions from other providers offering municipal insurance programs. After reviewing proposals from LMCIT, City staff and MMA determined that LMCIT offers reliable, comprehensive service, effective claims handling, and coverage tailored to the City's specific needs. The LMCIT program aligns with the City's goal of protecting its assets while maintaining the ability to meet legal obligations and responsibilities.

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

Options for the City Council to consider:

- **Accept the proposal as presented:**

City staff and MMA have thoroughly reviewed and assessed the LMCIT program, including the selected coverage and deductibles. This option aligns with previous insurance acquisitions by the City Council and would allow staff to implement the upcoming year's program without disruption. Additionally, City staff and MMA will continue to explore self-insurance options. If the City Council chooses to pursue self-insurance during the 2024-2025 coverage period, LMCIT would refund a proportionate share of the 2024 premiums

- **Reject the proposal:**

Should the City Council choose to reject the proposal, immediate direction will be needed, as the current insurance policies are only extended under a 30-day binder pending final processing by LMCIT. If no extension is obtained, coverage would cease.

- **Take no action:**

By taking no action or deferring beyond the renewal and binder date, the City would effectively default to self-insurance outside of LMCIT. However, the City is not financially or operationally equipped to self-insure and is currently not qualified under Minnesota statute to self-insure independently of the LMCIT pool.

Budgetary/Fiscal Issues:

The insurance program/policy decisions made by Council will be reflected in the 2025 amended budget for adoption at the December 9, 2024 Council meeting.

Attachments:

7.1A RESOLUTION

RESOLUTION #2024-

RESOLUTION TO AWARD THE CITY INSURANCE PROGRAMS FOR CONTRACT YEAR 2024-2025 TO
THE LEAGUE OF MINNESOTA CITIES INSURANCE TRUST

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

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

WHEREAS, the agent and city staff have reviewed the proposals and made their recommendation concerning the city's 2024-2025 insurance program; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the city of Brooklyn Park to award the insurance coverage for the year 2024-2025 to the League of Minnesota Cities Insurance Trust.

City of Brooklyn Park Request for Council Action

Agenda Item:	7.2	Meeting Date:	September 23, 2024
Agenda Section:	General Action Items	Originating Department:	Administration
Resolution:	N/A	Prepared By:	Dr. Angel Smith, Assistant City Manager
Ordinance:	N/A		Sarah Kraabel, Human Resource Director
Attachments:	N/A	Presented By:	Sarah Kraabel, Human Resource Director Tessia Melvin, Consultant
Item:	Approve Compensation Study Recommendations and Implementation		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO APPROVE COMPENSATION STUDY RECOMMENDATIONS AND IMPLEMENTATION AS PRESENTED.

Overview:

The City of Brooklyn Park last completed a compensation study in 2014. In the years since the study the employment market has changed significantly, and the city's compensation fell behind comparable cities and other employers. In May 2023, we selected David Drone and Associates to conduct a comprehensive compensation study.

The study reviewed our market competitiveness and resulted in salary structures that are externally competitive, internally equitable and legally defensible. The consultant also recommended a compensation strategy and implementation options. Wage improvements based on market data were included in negotiated labor agreements approved and implemented for 2024 and 2025.

New job descriptions for all Brooklyn Park job titles were also created as a component of this project.

As was noted, reasons to perform a compensation study include maintaining the integrity of the existing plan as well as to address the following:

1. Market trends, including work from home options, labor shortages and increase in early retirements
2. Periodic changes to the minimum qualifications/experience for certain positions or job classes
3. Mandated compliance with state statutes requiring pay equity for similar job functions
4. Recruitment of new employees and retention of current employees
5. Internal wage compression

On September 3, 2024 the City Council heard a presentation outlining the results.

Primary Issues/Alternatives to Consider:

Accept compensation study recommendations and implementation.

Budgetary/Fiscal Issues:

Resources have been identified in the current 2024 and proposed 2025 budgets to cover proposed personnel costs.

Attachments: N/A

City of Brooklyn Park

Request for Council Action

Agenda Item:	7.3	Meeting Date:	September 24, 2024
Agenda Section:	General Action Items	Originating Department:	Finance
Resolution:	XXX	Prepared By:	Cheryl Keene, Finance Assistant I
Ordinance:	N/A		
Attachments:	3	Presented By:	Jay Stroebel, City Manager LaTonia Green, Finance Director
Item:	Council Adoption of Proposed 2025 Property Tax Levies and Preliminary 2025 General Fund and Debt Service Funds Budget		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-_____ APPROVING THE 2025 PRELIMINARY GENERAL AND DEBT SERVICE FUNDS BUDGET.

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-_____ ADOPTING THE PROPOSED 2025 GENERAL AND DEBT SERVICE FUNDS NET PROPERTY TAX LEVIES AND CERTIFYING THE TAX LEVIES TO HENNEPIN COUNTY.

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-_____ ADOPTING A PROPOSED SPECIAL BENEFIT HRA TAX LEVY AND A PROPOSED EDA CITY TAX LEVY FOR THE PURPOSE OF DEFRAYING THE COSTS INCURRED BY THE BROOKLYN PARK ECONOMIC DEVELOPMENT AUTHORITY UNDER ITS HOUSING AND REDEVELOPMENT POWERS FOR THE YEAR 2025, CERTIFYING THEM TO HENNEPIN COUNTY.

Overview:

This marks the first action in the 2025 budget process. The Council is being asked to consider adopting of the 2025 Council Preliminary Amended Budget for the General Fund and Debt Service Funds. Additionally, the Council must approve the maximum 2025 Proposed Property Tax levies, which must be submitted to Hennepin County by September 30, 2024.

Starting the 2025 budget process enables the City to anticipate and respond to recent shifts in local government funding, fostering stability in the budget process. A stable budget cycle provides policymakers, senior management, employees, and residents with more reliable information to adjust and budget allocations.

In 2024, Local Government Aid (LGA) increased to \$0.9 million but is significantly lower than the historical average of \$1.3 million per year from 2014 to 2023. The City's share of the Fiscal Disparities tax increased from 2024 by \$1.2 million to \$9.4 million (\$162.364 allocated to HRA).

The 2025 Council Preliminary Budgets are estimated at \$74.9 million for 2025, representing a 9.3% increase over the 2024 Adopted Budget of \$68.6 million. The initial proposed tax levy totaling \$71.7 million.

The Proposed 2025 Tax Levies reflect an 11.00% increase compared to 2024 levels.

	2024 Final Adopted	2025 Preliminary	2054 Preliminary change from 2024 Final Adopted	
General Levy	58,296,114	64,805,917	6,509,803	11.2%
Heritage Levy (Includes LGA adjustment)	935,961	1,125,106	189,145	20.2%
Tax Abatement	715,000	715,000	-	0.0%
Debt Service Levy	1,024,599	1,011,710	(12,889)	-1.3%
EDA Levy (.01813% of EMV)	1,426,649	1,626,649	200,000	14.0%
HRA Levy (0.01850% of EMV)	1,100,000	1,200,000	100,000	9.1%
Total Tax Capacity Levy (incl EDA/HRA)	63,498,323	70,484,382	6,986,059	11.0%
Less: Fiscal Disparity Distribution	8,186,410	9,407,396	1,220,986	14.9%
Total Net Tax Capacity (NTC) Levy	55,311,913	61,076,986	5,765,073	10.4%
NTC Levy % Change from Prior Year	11.99%	11.00%		
Referendum Bonds				
2019 Park Referendum	322,403	319,883	(2,520)	-0.8%
2021A Parks Projects	887,093	891,135	4,043	0.5%
Total Referendum Bonds	1,209,495	1,211,018	1,523	0.1%
Referendum Levy % Change from Prior Year	0.21%	0.13%		
Total Tax Capacity Levy & Referendum Levy	64,707,818	71,695,400	6,987,582	10.8%

Considerations:

The 2025 budget will continue to be analyzed and reviewed. The 2025 budget is still being developed based on 2024 and the preliminary budget will change based on 2024 being finalized. This represents the beginning of our budget discussion, which is anticipated to conclude on December 9, 2024. Looking at the budget challenges facing the city in 2025 and future years, the Council needs to determine the tax levy that will best meet the City's priorities.

Please keep in mind that once the Council sets the maximum tax levy, it may be lowered but not increased.

Primary issues/alternatives to consider:

Per the State of Minnesota, governing bodies of each city must adopt a proposed property tax levy for taxes payable 2025 and certify that amount to Hennepin County. The proposed tax levies cannot be increased but may be reduced prior to the adoption of the final tax levies, which is planned for the December 9, 2024, City Council meeting. The maximum tax levies are used for truth-in-taxation notices that are sent out in November.

Budgetary/Fiscal Issues:

This preliminary budget is not intended to be the final budget. More detailed information including service and funding level discussions are intended to continue into the fall.

The Council is being asked to adopt a 2025 preliminary budget on the General Fund and Debt Service Funds.

Attachments:

- 7.3A RESOLUTION APPROVING THE 2025 COUNCIL PRELIMINARY GENERAL AND DEBT SERVICE FUNDS BUDGETS
- 7.3B RESOLUTION ADOPTING THE 2025 PROPOSED GENERAL AND DEBT SERVICE FUNDS NET PROPERTY TAX LEVIES AND CERTIFYING THEM TO HENNEPIN COUNTY
- 7.3C RESOLUTION ADOPTING A PROPOSED SPECIAL BENEFIT HRA TAX LEVY AND A PROPOSED EDA CITY TAX LEVY

The Proposed 2025 Tax Levies reflect an 11.00% increase compared to 2024 levels.

	2024 Final Adopted	2025 Preliminary	2024 Preliminary change from 2024 Final Adopted	
General Levy	58,296,114	64,805,917	6,509,803	11.2%
Heritage Levy (Includes LGA adjustment)	935,961	1,125,106	189,145	20.2%
Tax Abatement	715,000	715,000	-	0.0%
Debt Service Levy	1,024,599	1,011,710	(12,889)	-1.3%
EDA Levy (.01813% of EMV)	1,426,649	1,626,649	200,000	14.0%
HRA Levy (0.01850% of EMV)	1,100,000	1,200,000	100,000	9.1%
Total Tax Capacity Levy (incl EDA/HRA)	63,498,323	70,484,382	6,986,059	11.0%
Less: Fiscal Disparity Distribution	8,186,410	9,407,396	1,220,986	14.9%
Total Net Tax Capacity (NTC) Levy	55,311,913	61,076,986	5,765,073	10.4%
NTC Levy % Change from Prior Year	11.99%	11.00%		
Referendum Bonds				
2019 Park Referendum	322,403	319,883	(2,520)	-0.8%
2021A Parks Projects	887,093	891,135	4,043	0.5%
Total Referendum Bonds	1,209,495	1,211,018	1,523	0.1%
Referendum Levy % Change from Prior Year	0.21%	0.13%		
Total Tax Capacity Levy & Referendum Levy	64,707,818	71,695,400	6,987,582	10.8%

Considerations:

The 2025 budgets will continue to be analyzed and reviewed. The 2025 budget is still being developed based on 2024 and the preliminary budget will change based on 2024 being finalized. This represents the beginning of our budget discussion, which is anticipated to conclude on December 9, 2024. Looking at the budget challenges facing the city in 2025 and future years, the Council needs to determine the tax levy that will best meet the City's priorities.

Please keep in mind that once the Council sets the maximum tax levy, it may be lowered but not increased.

Primary issues/alternatives to consider:

Per the State of Minnesota, governing bodies of each city must adopt a proposed property tax levy for taxes payable 2025 and certify that amount to Hennepin County. The proposed tax levies cannot be increased but may be reduced prior to the adoption of the final tax levies, which is planned for the December 9, 2024, City Council meeting. The maximum tax levies are used for truth-in-taxation notices that are sent out in November.

Budgetary/Fiscal Issues:

This preliminary budget is not intended to be the final budget. More detailed information including service and funding level discussions are intended to continue into the fall.

The Council is being asked to adopt a 2025 preliminary budget on the General Fund and Debt Service Funds.

Attachments:

- 7.3A RESOLUTION APPROVING THE 2025 COUNCIL PRELIMINARY GENERAL AND DEBT SERVICE FUNDS BUDGETS
- 7.3B RESOLUTION ADOPTING THE 2025 PROPOSED GENERAL AND DEBT SERVICE FUNDS NET PROPERTY TAX LEVIES AND CERTIFYING THEM TO HENNEPIN COUNTY
- 7.3C RESOLUTION ADOPTING A PROPOSED SPECIAL BENEFIT HRA TAX LEVY AND A PROPOSED EDA CITY TAX LEVY

RESOLUTION #2024- _____

RESOLUTION APPROVING THE 2025 COUNCIL PRELIMINARY GENERAL AND
DEBT SERVICE FUNDS BUDGETS

BE IT RESOLVED by the City Council of the City of Brooklyn Park that the Council preliminary budgeted expenditures affecting the levy for the General Fund and Debt Service Funds for the calendar year 2025 budget shall be:

	2025 Council Preliminary Budget
Total General Fund Expenditures	\$74,944,767
Total Debt Service Funds	\$3,233,286

RESOLUTION #2024-

RESOLUTION ADOPTING THE PROPOSED 2025 GENERAL AND
DEBT SERVICE FUNDS NET PROPERTY TAX LEVIES
AND CERTIFYING THE LEVIES TO HENNEPIN COUNTY

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

WHEREAS, the proposed property tax levies must be certified to Hennepin County on or before September 30, 2024.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the city of Brooklyn Park adopts the following proposed 2025 General Fund and Debt Service Net tax levies, certifying them to Hennepin County:

General Property Taxes

General Levy	\$64,805,917
Heritage Fund Levy	1,125,106
Tax Abatement	<u>715,000</u>

Total General Property Taxes	<u>66,646,023</u>
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Proposed Levy

General Obligation Debt Service – Tax Capacity Based

G.O. Capital Improvement Bonds, Series 2014A	678,129
G.O. Bonds, Series 2017A	301,468
G.O. Bonds, Series 2021A	<u>32,113</u>

Total Debt Service – Tax Capacity Based	1,011,710
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Total Tax Capacity Based Levies	67,657,733
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General Obligation Debt Service – Market Value Referendum

G.O. Park Referendum 2019A	319,883
G.O. Parks Projects, 2021A	891,135

Total Debt Service – Market Value Referendum	<u>1,211,018</u>
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Total Tax Levies	<u>\$68,868,751</u>
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RESOLUTION #2024-

RESOLUTION ADOPTING A PROPOSED SPECIAL BENEFIT HRA TAX LEVY AND A PROPOSED EDA CITY TAX LEVY FOR THE PURPOSE OF DEFRAYING THE COSTS INCURRED BY THE BROOKLYN PARK ECONOMIC DEVELOPMENT AUTHORITY UNDER ITS HOUSING AND REDEVELOPMENT POWERS FOR THE YEAR 2025, CERTIFYING THEM TO HENNEPIN COUNTY

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

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

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

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

WHEREAS, by Resolution #2024-24 the EDA Board of Commissioners approved a 2025 HRA Levy in the amount of \$1,200,000, pursuant to Section 469.033, Subd. 6 of the HRA Act, as amended, for the purpose of defraying the EDA's operational costs; and

WHEREAS, by Resolution #2024-24, the EDA Board of Commissioners approved a 2025 EDA Levy in the amount of \$1,626,649 which does not exceed 0.01813 percent of taxable estimated market value in the City, pursuant to Section 469.107, Subd. 1 of the EDA Act for the purpose of defraying the EDA's operational costs.; and

WHEREAS, the City Council has reviewed the EDA Levy Resolution as a part of establishing the 2025 Preliminary Economic Development Authority budget.

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

1. Adopt a 2025 proposed HRA Levy in the amount of \$1,200,000 for the purpose of defraying the EDA's operational costs pursuant to *Minnesota Statutes*, §469.033, Subd. 6, and certify it to Hennepin County.
2. Adopt a 2025 proposed EDA levy in the amount of \$1,626,649 for the purpose of defraying the EDA's operational costs and certify it to Hennepin County.