

REGULAR CITY COUNCIL MEETING – AGENDA #35

Si usted necesita esta información en español: 763-424-8000. Yog xav tau kev pab, thov hu rau 763-424-8000 lawv mam li nrhiv 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 Introduction of New Employees

3B.2 Mayor's Proclamation of September 17 – September 23, 2024, as "Constitution Week"

A. PROCLAMATION

3B.3 Presentation of the 2024 Grand and First Place Winners of the Summer Blossom Awards Program

3B.4 Mayor's Proclamation of September 15 – October 15, 2024 as "Hispanic Heritage Month"

A. PROCLAMATION

II. STATUTORY BUSINESS AND/OR POLICY IMPLEMENTATION

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

4.1 Approve Shingle Creek and West Mississippi Watershed Management Commissions Joint Powers Agreements

A. RESOLUTION

B. RESOLUTION

C. STAFF MEMO SHINGLE CREEK

D. STAFF MEMO WEST MISSISSIPPI

E. SHINGLE CREEK JPA

F. WEST MISSISSIPPI JPA

G. WATERSHED BACKGROUND

- 4.2** Approve a Tetrahydrocannabinol (THC) for Kwik Trip, Inc. dba Kwik Trip, Located at 9495 Noble Pkwy N. Brooklyn Park, MN 55443 and 5801 96th Ave. N. Brooklyn Park, MN 55443
- 4.3** Set a Public Hearing on September 23, 2024, to Consider the Issuance of 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.** PUBLIC HEARING NOTICE
- 4.4** Approve a Temporary On-Sale Liquor License for Palmer Lake VFW for their Palmer Lake Fall Freedom Festival to be held September 14, 2024, at 2817 Brookdale Drive N
- 4.5** Rivers Edge (DEV21-128) – Resolution Update
 - A.** RESOLUTION
- 4.6** Anoka Hennepin SRO agreement
 - A.** RESOLUTION
 - B.** AGREEMENT
- 4.7** Adopting the changes to the Investment Policy
 - A.** RESOLUTION
 - B.** UPDATED BROOKLYN PARK INVESTMENT POLICY
- 4.8** Resolution Ordering Preparation of Proposed Assessments for Delinquent Charges and Setting a Public Hearing on those Assessments
 - A.** RESOLUTION
- 4.9** Set Date for Public Truth-in-Taxation Meeting
- 4.10** Approve No Parking Prohibition Along South Side of 109th Avenue and Both Sides of Jefferson Highway
 - A.** RESOLUTION
 - B.** LOCATION MAP
- 4.11** Authorize the Replacement of Community Activity Center Grand Room Flooring
 - A.** RESOLUTION
 - B.** FLOORS BY BECKERS PROPOSAL

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** Public Hearing to Receive Public Comment and Feedback Related to the Proposed METRO Blue Line Extension Design Plans
 - A.** PRESENTATION
 - B.** PROJECT PLANS

6. LAND USE ACTIONS

None.

7. GENERAL ACTION ITEMS

- 7.1** Presentation of Flock Camera System

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

- 8.1** Discussion of Cannabis Business Regulations in Brooklyn Park
 - A.** CANNABIS DISTANCING MAPS
 - B.** GUIDE FOR LOCAL GOVERNMENTS ON ADULT USE CANNABIS
 - C.** MEMO FROM CITY ATTORNEY
- 8.2** CAC Improvements Discussion
 - A.** BROOKLYN PARK NEEDS ASSESSMENT SURVEY

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 9, 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:	N/A	Presented By:	Department Directors/Managers
Item:	Introduction of New Employees		

City Manager's Proposed Action:

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

Overview:

<u>Employee</u>	<u>Start Date</u>	<u>Title</u>
<i>Community Development</i>		
Brittany Dunn	August 5, 2024	Environmental Health Apprentice
<i>Finance</i>		
Tina Amell	August 12, 2024	Accountant/Financial Analyst
Natalie Wendell	August 14, 2024	Program Assistant II
<i>Police</i>		
Michaela Moore	May 23, 2024	Program Assistant II
Xeng Yang	August 20, 2024	Detention Officer

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments: N/A

City of Brooklyn Park

Request for Council Action

Agenda Item:	3B.2	Meeting Date:	September 9, 2024
Agenda Section:	Public Presentations/ Proclamations/Receipt of General Communications	Originating Department:	Administration
Resolution:	N/A	Prepared By:	Devin Montero, City Clerk
Ordinance:	N/A		
Attachments:	1	Presented By:	Hollies Winston, Mayor
Item:	Mayor's Proclamation of September 17 – September 23, 2024, as "Constitution Week"		

City Manager's Proposed Action:

The Mayor shall proclaim September 17 – September 23, 2024, as "Constitution Week" by one of the following:

1. "I, Hollies Winston, Mayor of the city of Brooklyn Park, Minnesota do hereby proclaim September 17 – September 23, 2024, to be "Constitution Week" in the city of Brooklyn Park.

OR

2. By reading the proclamation.

Overview:

The tradition of celebrating the Constitution was started many years ago by the Daughters of the American Revolution (DAR). In 1955, the Daughters petitioned Congress to set aside September 17-23 annually to be dedicated for the observance of Constitution Week. The resolution was later adopted by the U.S. Congress and signed into Public Law #915 on August 2, 1956, by President Dwight D. Eisenhower. The aims of the celebration are to (1) emphasize citizens' responsibilities for protecting and defending the Constitution, preserving it for posterity; (2) inform the people that the Constitution is the basis for America's great heritage and the foundation for our way of life; and (3) encourage the study of the historical events, which led to the framing of the Constitution in September 1787.

There are 24 Chapters in Minnesota and 11 in the Twin Cities. The Anoka Chapter of Daughters of the American Revolution is dedicated to historical preservation, patriotism and education.

Ms. Susan Anderson, Anoka Chapter of the Daughters of the American Revolution representative, and Joan Moses, Daughters of the American Revolution, State Constitution Week Chair, Anoka Chapter Chair, respectfully request a proclamation for "Constitution Week." Ms. Anderson will be in attendance to receive the proclamation.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments:

3B.2A PROCLAMATION

PROCLAMATION

DECLARING SEPTEMBER 17 – SEPTEMBER 23, 2024, AS “CONSTITUTION WEEK” IN THE CITY OF BROOKLYN PARK

WHEREAS, September 17, 2024, marks the two hundred thirty seventh anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition of this magnificent document and its memorable anniversary and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through September 23 as Constitution Week; and

WHEREAS, I ask our community members to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties; remembering that lost rights may never be regained; and

NOW, THEREFORE, BE IT RESOLVED that I, Hollies Winston, Mayor of the city of Brooklyn Park, Minnesota, do hereby proclaim the week of September 17 through September 23, 2024, as “CONSTITUTION WEEK” in the city of Brooklyn Park.



Hollies Winston, Mayor

5200 85th Avenue North
Brooklyn Park, MN 55443

City of Brooklyn Park Request for Council Action

Agenda Item:	3B.3	Meeting Date:	September 9, 2024
Agenda Section:	Public Presentations/ Proclamations/Receipt of General Communications	Originating Department:	Community Development Department
Resolution:	N/A	Prepared By:	Josephine Thao, Project Facilitator; and Seng Moua, Program Assistant
Ordinance:	N/A		
Attachments:	N/A	Presented By:	Josephine Thao, Project Facilitator
Item:	Presentation of the 2024 Grand and First Place Winners of the Summer Blossom Awards Program		

City Manager's Proposed Action:

On behalf of the City of Brooklyn Park, the Mayor and City Council will recognize and award the 2024 Grand and First Place Winners of the Summer Blossom Awards Program.

Overview:

The 25th Annual Summer Blossom Awards Program was held this past summer, celebrating the most beautiful gardens and landscapes in Brooklyn Park. This competitive program aims to recognize both residents and businesses that contribute to enhancing the city's natural landscape. By showcasing well-maintained homes and neighborhoods, the program fosters a sense of pride and well-being within the community. Nominations for the awards were accepted from May 13 through July 12, with submissions from gardeners, neighbors, friends, and community members.

Grand winners in the Single-Family, Townhome, Neighborhood, and Commercial categories will each receive a \$400 check along with an engraved paver. Additionally, first place winners in the Single-Family category will be awarded a \$100 check along with an engraved paver. Below is a list of this year's winners:

CATEGORY	ADDRESS	GARDENERS
Grand Winner (First Place Winner) - Single-Family, District 2	2125 74th Ct N	Hak Leav
• First Place Winner - Single-Family, District 1	6265 Yukon Ave N	Sheila Amundson
• First Place Winner - Single-Family, District 3	9702 Linden Ave N	Stanley Walton
• First Place Winner - Single-Family, District 4	8842 Kentucky Ave N	Judy Willenbring
Grand Winner - Townhome	6520 84th Ct N	Mary Fischer
Grand Winner - Neighborhood	7601 Zane Ave N	Creekside Gables
Grand Winner - Commercial	8500 Jefferson Ln N	Patio Town

All participants also received a Certificate of Appreciation signed by Mayor Hollies Winston, and Jay Stroebel, City Manager, acknowledging the outstanding contributions made by residents and businesses to their neighborhoods and the city.

This year's judges included Myrna Dahl, the 2023 Grand Winner in the Single-Family Category, Kimberly O'Hair, gardening enthusiast, and Josephine Thao, the Summer Blossom Awards Program Coordinator. Photographs of the gardens were captured by Cynthia Moua, the Communications Associate, and Mercy Nyamao,

Economic Development and Housing Intern, while Lindsey Paulson, a GIS Intern, created a general map of all gardens in the Single-Family category. Also, the GIS Interns, Daniela Granados Pineda and Lindsey Paulson, developed a story map showcasing photos of all the winning gardens, which can be viewed on the City's website at www.brooklynpark.org/neighborhoods/summer-blossom/.

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.4	Meeting Date:	September 9, 2024
Agenda Section:	Public Presentations/ Proclamations/Receipt of General Communications	Originating Department:	Administration
Resolution:	N/A	Prepared By:	Dr. Marcellus Davis Racial Equity Diversity & Inclusion Manager
Ordinance:	N/A		
Attachments:	1	Presented By:	Mayor Hollies Winston
Item:	Mayor's Proclamation of September 15 – October 15, 2024 as "Hispanic Heritage Month"		

City Manager's Proposed Action:

The Mayor shall proclaim September 15 – October 15, 2024, as "Hispanic Heritage Month" by one of the following:

1. "I, Hollies Winston, Mayor of the city of Brooklyn Park, Minnesota do hereby proclaim September 15 – October 15, 2024, to be "Hispanic Heritage Month" in the city of Brooklyn Park.

OR

2. By reading the proclamation.

Overview:

Hispanic Heritage Month takes place September 15 to October 15 every year as a time to recognize and celebrate the many contributions, diverse cultures, and extensive histories of the American Latino community. Beginning in 1968, Hispanic Heritage Month was originally observed as "Hispanic Heritage Week" under President Lyndon Johnson, but it was later extended to a month during President Ronald Reagan's term in 1988.

Since then, the month has been celebrated nationwide through festivals, art shows, conferences, community gatherings, and much more. The month also celebrates the independence days of several Latin American countries, including: Costa Rica, El Salvador, Guatemala, Honduras, and Nicaragua on September 15; Mexico on September 16; and Chile on September 18. They also include holidays that recognize Hispanic contributions such as Virgin Islands-Puerto Rico Friendship Day that is celebrated in the U.S. Virgin Islands.

According to the 2020 Census, approximately 8% of Brooklyn Park residents identify as Hispanic or Latino.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments:

3B.4A PROCLAMATION

PROCLAMATION

PROCLAIMING SEPTEMBER 15 TO OCTOBER 15, 2024, AS “HISPANIC HERITAGE MONTH” IN THE CITY OF BROOKLYN PARK, MINNESOTA

WHEREAS, the city of Brooklyn Park recognizes the contributions of Hispanic and Latino communities that makes our city a thriving, vibrant, and diverse community; and

WHEREAS, September 15 is the anniversary of independence for five Latin American countries: Costa Rica, El Salvador, Guatemala, Honduras, and Nicaragua; Mexico achieved independence on September 16; and Chile achieved independence on September 18; and

WHEREAS, the observation started in 1968 as Hispanic Heritage Week under President Lyndon Johnson and was expanded by President Ronald Reagan in 1988 to cover a 30-day period starting on September 15 and ending on October 15. It was enacted into law on August 17, 1988, on the approval of Public Law 100-402; and

WHEREAS, Latino communities have had a profound influence on our country through their strong commitment to family, faith, hard work, and services; and they have enhanced and shaped our national heritage with centuries old traditions that reflect the multiethnic and multicultural customs of their communities; and

WHEREAS, during National Hispanic Heritage Month, the United States celebrates the culture and traditions of Spanish speaking residents who trace their roots to Spain, Mexico, Central America, South America, and the Caribbean; and

WHEREAS, the city of Brooklyn Park encourages all members of the community to learn more about the rich cultures, traditions, and history; and celebrate the contributions that have been made to our country and our community by Latino residents. Brooklyn Park, currently, is home to 8% Latino community members; and

WHEREAS, according to the Minnesota Compass organization, more than 345,000 people of Latino descent live in Minnesota, making up 6% of the state's population. While this total may sound modest in size, Latino population growth in Minnesota has been quite large, increasing 38% since 2010, compared to 8% growth for the state. Minnesota's Latino population also continues to grow in visibility, politically, and economically. Lastly, Minnesota's Latino history can be traced back as far as the early 1900s.

NOW, THEREFORE, I, Hollies Winston, Mayor of the city of Brooklyn Park, Minnesota, do hereby proclaim September 15 to October 15, 2024, to be Hispanic Heritage Month in the city of Brooklyn Park, Minnesota.



5200 85th Avenue North
Brooklyn Park, MN 55443

Mayor Hollies Winston

City of Brooklyn Park Request for Council Action

Agenda Item:	4.1	Meeting Date:	September 9, 2024
Agenda Section:	Consent	Originating Department:	Operations and Maintenance Engineering Services Division
Resolution:	XX	Prepared By:	Mitch Robinson, Water Resources Engineer
Ordinance:	N/A		
Attachments:	7	Presented By:	Mitch Robinson, Water Resources Engineer
Item:	Approve Shingle Creek and West Mississippi Watershed Management Commissions Joint Powers Agreements		

City Manager's Proposed Actions:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-_____ APPROVING SHINGLE CREEK WATERSHED MANAGEMENT COMMISSIONS JOINT POWERS AGREEMENT.

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-_____ APPROVING WEST MISSISSIPPI WATERSHED MANAGEMENT COMMISSIONS JOINT POWERS AGREEMENT.

Overview:

The current Watershed Management Commission's joint powers agreement has been amended and renewed since its original adoption, with the current agreement expiring on December 31, 2024. The text of the joint powers agreement has not been substantially updated since its original adoption in 1984, when the parties could only speculate about how these newly created watershed management organizations would operate.

The Watershed Management Commissions now have decades of operational experience and a long history of successful water projects. The updated joint powers agreement better reflects how the Watershed Management Commissions actually operate, removes some of the historic language that is no longer needed, and addresses the current requirements in the statutes and rules.

City staff and attorney have reviewed both joint powers agreements and recommend approval. Both agreements are identical apart from the member cities.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues:

The Commission's annual operating budget is funded by an annual assessment placed on the member cities, subject to certain caps identified in the Joint Powers Agreement. The City Council of each City agrees to review the proposed budget provided by the Commission

Attachments:

- 4.1A RESOLUTION SHINGLE CREEK
- 4.1B RESOLUTION WEST MISSISSIPPI
- 4.1C STAFF MEMO SHINGLE CREEK
- 4.1D STAFF MEMO WEST MISSISSIPPI
- 4.1E SHINGLE CREEK JPA
- 4.1F WEST MISSISSIPPI JPA
- 4.1G WATERSHED BACKGROUND

RESOLUTION #2024-

RESOLUTION APPROVING SHINGLE CREEK WATERSHED MANAGEMENT COMMISSIONS JOINT
POWERS AGREEMENT

WHEREAS, Brooklyn Park has been a member of the Shingle Creek Watershed Management Commission ("Watershed Management Commission") since it was originally establishment in 1984; and

WHEREAS, Brooklyn Park is a member of the Watershed Management Commission to address its obligation under Minnesota Statutes, sections 103B.201 through 103B.253 to manage surface water within the watershed; and

WHEREAS, the current joint powers agreement, which is a cooperative effort of all nine cities with land in the watershed, expires on December 31, 2024; and

WHEREAS, the attached joint powers agreement, which is incorporated herein by reference, updates the language in the agreement to remove historic language that is no longer needed, more accurately reflect how the Watershed Management Commission actually operates, and provide for its continued operation through January 1, 2045; and

WHEREAS, the Watershed Management Commission has funded many projects throughout the watershed, including Brooklyn Park, which has contributed to improved surface water quality and ecological integrity within the watershed; and

WHEREAS, the City Council determines it is in the best interests of Brooklyn Park to continue its participation in the Watershed Management Commission to further its goals of improving water quality and in furtherance of satisfying its obligations to properly manage surface water in accordance with the Metropolitan Surface Water Management Program.

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

1. The attached Shingle Creek Watershed Management Commission Joint Powers Agreement is hereby approved and entered into by Brooklyn Park.
2. The Mayor and City Manager are hereby authorized and directed to execute the attached joint powers agreement on behalf of Brooklyn Park.

RESOLUTION #2024-

RESOLUTION APPROVING WEST MISSISSIPPI WATERSHED MANAGEMENT COMMISSIONS JOINT
POWERS AGREEMENT

WHEREAS, Brooklyn Park has been a member of the West Mississippi Watershed Management Commission ("Watershed Management Commission") since it was originally establishment in 1984; and

WHEREAS, Brooklyn Park is a member of the Watershed Management Commission to address its obligation under Minnesota Statutes, sections 103B.201 through 103B.253 to manage surface water within the watershed; and

WHEREAS, the current joint powers agreement, which is a cooperative effort of all nine cities with land in the watershed, expires on December 31, 2024; and

WHEREAS, the attached joint powers agreement, which is incorporated herein by reference, updates the language in the agreement to remove historic language that is no longer needed, more accurately reflect how the Watershed Management Commission actually operates, and provide for its continued operation through January 1, 2045; and

WHEREAS, the Watershed Management Commission has funded many projects throughout the watershed, including Brooklyn Park, which has contributed to improved surface water quality and ecological integrity within the watershed; and

WHEREAS, the City Council determines it is in the best interests of Brooklyn Park to continue its participation in the Watershed Management Commission to further its goals of improving water quality and in furtherance of satisfying its obligations to properly manage surface water in accordance with the Metropolitan Surface Water Management Program.

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

1. The attached Shingle Creek Watershed Management Commission Joint Powers Agreement is hereby approved and entered into by Brooklyn Park.
2. The Mayor and City Manager are hereby authorized and directed to execute the attached joint powers agreement on behalf of Brooklyn Park.

Brooklyn Park
Operations & Maintenance

MEMORANDUM

To: Mayor and City Councilmembers
Jay Stroebe, City Manager

From: Mitch Robinson, Water Resources Engineer

Date: September 4, 2024

Subject: Shingle Creek Watershed Management Joint Powers Agreement Updates

The enclosed Shingle Creek Watershed Management Commission Joint Powers Agreement is presented for consideration and action by the City Council to continue the City's participation in the watershed management organization along with the other cities within land in the watershed.

Since the early 1980's, cities in the metropolitan area have been required to manage surface water in accordance with the Metropolitan Water Management Program set out in Minnesota Statutes, sections 103B.201 through 103B.253 ("Act"). To address that requirement, the City, together with the other cities in the watershed, adopted a joint powers agreement in 1984 to form the Watershed Management Commission. The Watershed Management Commission constitutes a joint powers watershed management organization under Minnesota Statutes, section 103B.211 and is authorized to carry out the duties under the Act.

Since its formation, the Watershed Management Commission has developed and adopted watershed management plans and assisted with funding water quality and flood control projects throughout the watershed. Additional information on the Watershed Management Commission and its work is provided in the enclosed background sheet.

The joint powers agreement has been amended and renewed since its original adoption, with the current agreement expiring on December 31, 2024. The text of the joint powers agreement has not been substantially updated since its original adoption in 1984, when the parties could only speculate about how these newly created watershed management organizations would operate. A lot has been learned since then.

The Watershed Management Commission now has decades of operational experience and a long history of successful water projects. The updated joint powers agreement better reflects how the

Watershed Management Commission actually operates, removes some of the historic language that is no longer needed, and addresses the current requirements in the statutes and rules.

While the wording was substantially updated to create the current agreement, there were relatively few substantive changes. The primary changes from the previous agreement are:

- The Commission may pay the registration fee (only) for Commissioners to attend in-state educational conferences. The Commission does not pay Commissioners and does not otherwise reimburse their expenses.
- The list of Commission powers was revised to remove one that authorized the Commission to order cities to perform certain water related maintenance activities and another that allowed the Commission to order cities to construct certain drainage projects or improvements. The Commission's authority to undertake projects on its own was also clarified in the agreement, along with a better explanation of non-CIP and CIP projects specifying which types of projects may only be undertaken by a member city and which types may be approved and contracted by the Commission.
- The term of the agreement is 20 years. The original agreement had a 20-year term, which was then extended by 10 years when other amendments were adopted. The agreement was then extended for an additional 10 years. The Commission considered recommending a 30-year term for this renewal, but settled on a 20-year term as the appropriate balance between wanting to limit the costs and effort to update and obtain renewed approvals and providing a reasonable opportunity for all members to review and make updates as needed.
- The dispute resolution process was changed from arbitration to mediation.

The financial protections and contribution caps the member cities amended into the agreement in 2004 remain in the agreement. There were no changes to the appointment of Commissioners, alternates, or their voting authority.

As with any joint powers agreement, all member cities need to adopt the same agreement language. The Commission, and its Technical Advisory Commission made up of city staff, spent several meetings and a work session discussing the updates to the agreement and, on July 11, 2024, the Commission voted to forward the enclosed joint powers agreement to the member cities with a recommendation that it be adopted. The joint powers agreement is now before the City Council for consideration and approval.

Brooklyn Park
Operations & Maintenance**MEMORANDUM**

To: Mayor and City Councilmembers
Jay Stroebe, City Manager

From: Mitch Robinson, Water Resources Engineer

Date: September 4, 2024

Subject: West Mississippi Watershed Management Joint Powers Agreement Updates

The enclosed West Mississippi Watershed Management Commission Joint Powers Agreement is presented for consideration and action by the City Council to continue the City's participation in the watershed management organization along with the other cities within land in the watershed.

Since the early 1980's, cities in the metropolitan area have been required to manage surface water in accordance with the Metropolitan Water Management Program set out in Minnesota Statutes, sections 103B.201 through 103B.253 ("Act"). To address that requirement, the City, together with the other cities in the watershed, adopted a joint powers agreement in 1984 to form the Watershed Management Commission. The Watershed Management Commission constitutes a joint powers watershed management organization under Minnesota Statutes, section 103B.211 and is authorized to carry out the duties under the Act.

Since its formation, the Watershed Management Commission has developed and adopted watershed management plans and assisted with funding water quality and flood control projects throughout the watershed. Additional information on the Watershed Management Commission and its work is provided in the enclosed background sheet.

The joint powers agreement has been amended and renewed since its original adoption, with the current agreement expiring on December 31, 2024. The text of the joint powers agreement has not been substantially updated since its original adoption in 1984, when the parties could only speculate about how these newly created watershed management organizations would operate. A lot has been learned since then.

The Watershed Management Commission now has decades of operational experience and a long history of successful water projects. The updated joint powers agreement better reflects how the

Watershed Management Commission actually operates, removes some of the historic language that is no longer needed, and addresses the current requirements in the statutes and rules.

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- The list of Commission powers was revised to remove one that authorized the Commission to order cities to perform certain water related maintenance activities and another that allowed the Commission to order cities to construct certain drainage projects or improvements. The Commission's authority to undertake projects on its own was also clarified in the agreement, along with a better explanation of non-CIP and CIP projects specifying which types of projects may only be undertaken by a member city and which types may be approved and contracted by the Commission.
- The term of the agreement is 20 years. The original agreement had a 20-year term, which was then extended by 10 years when other amendments were adopted. The agreement was then extended for an additional 10 years. The Commission considered recommending a 30-year term for this renewal, but settled on a 20-year term as the appropriate balance between wanting to limit the costs and effort to update and obtain renewed approvals and providing a reasonable opportunity for all members to review and make updates as needed.
- The dispute resolution process was changed from arbitration to mediation.

The financial protections and contribution caps the member cities amended into the agreement in 2004 remain in the agreement. There were no changes to the appointment of Commissioners, alternates, or their voting authority.

As with any joint powers agreement, all member cities need to adopt the same agreement language. The Commission, and its Technical Advisory Commission made up of city staff, spent several meetings and a work session discussing the updates to the agreement and, on July 11, 2024, the Commission voted to forward the enclosed joint powers agreement to the member cities with a recommendation that it be adopted. The joint powers agreement is now before the City Council for consideration and approval.

**SHINGLE CREEK WATERSHED MANAGEMENT COMMISSION
JOINT POWERS AGREEMENT**

THIS JOINT POWERS AGREEMENT is made and entered into by and among the cities of Brooklyn Center, Brooklyn Park, Crystal, Maple Grove, Minneapolis, New Hope, Osseo, Plymouth, and Robbinsdale. The cities that are parties to this Agreement may hereafter be referred to individually as a “Member” or collectively as the “Members.”

RECITALS

- A. Local government units in the metropolitan area are required by the Metropolitan Water Management Program (Minn. Stat. § 103B.201 to 103B.255) to plan for and manage surface water.
- B. Under the Act, one of the options available to local government units to satisfy the requirements of the Act is to adopt a joint powers agreement pursuant to Minn. Stat. § 471.59 to establish a watershed management organization to jointly plan for and manage surface water within a watershed.
- C. The Members preferred to manage surface waters through a joint board rather than the traditional watershed model and acted pursuant to the new authority to adopt a joint powers agreement in 1984 establishing the Shingle Creek Watershed Management Commission to cooperatively manage and plan for the management of surface water within the Watershed.
- D. The original joint powers agreement has been updated and amended several times, and the term of the current joint powers agreement expires on December 31, 2024.
- E. The Members previously acted pursuant to their authority to establish the “Shingle Creek Watershed Board of Commissioners” and said Board is hereby reaffirmed as the entity charged with the authority and responsibility to manage the Commission.
- F. The Board has previously acted to adopt a Watershed Management Plan for the watershed and has regularly updated the Watershed Management Plan in accordance with law.
- G. The Commission works cooperatively with Hennepin County, Three Rivers Park District, and several other stakeholders to achieve the goals of the Watershed Management Plan.
- H. The Members desire to enter into this Agreement to reaffirm the Commission and the Board in furtherance of its efforts to continue working cooperatively to prepare and administer a surface water management plan to manage surface water within the watershed in accordance with the Act and Minn. R., chapter 8410.

AGREEMENT

In consideration of the mutual promises and agreements contained herein, the parties mutually agree as follows:

SECTION I ESTABLISHMENT, GENERAL PURPOSE, AND DEFINITIONS

- 1.1 **Reaffirming the Establishment.** The Members hereby reaffirm and ratify the establishment and continued operation of the “Shingle Creek Watershed Management Commission” pursuant to the Act and such other laws and rules as may apply.
- 1.2 **General Purpose.** The general purpose of this Agreement is to continue the Commission and its work on behalf of the Members to cooperatively adopt, administer, and update as needed the Watershed Management Plan, and to carry out the purposes identified in Minn. Stat. § 103B.201 and the other provisions of the Act. The plan and programs shall operate within the boundaries of the Shingle Creek Watershed as identified in the official map filed with the Minnesota Board of Soil and Water Resources. The most current version of the official map defining the boundaries of the Watershed is incorporated herein by reference. The boundaries of the Watershed are subject to change utilizing the procedure set out in Minn. Stat. § 103B.225 as may be needed to better reflect the hydrological boundaries of the Area.
- 1.3 **Definitions.** The definitions contained in Minn. Stat. § 103B.205 and Minn. R., part 8410.0020 are hereby adopted by reference, except that the following terms shall have the meanings given them in this section.
 - (a) **Act.** “Act” means the Metropolitan Surface Water Management Program set out in Minn. Stat. §§ 103B.201 to 103B.255.
 - (b) **Alternate Commissioner.** “Alternate Commissioner” means the person appointed by a Member to serve as its alternate to represent the Member on the Board in the absence or disability of its appointed Commissioner.
 - (c) **Board.** “Board” means the board of commissioners established by this Agreement to manage and make decisions on behalf of the Shingle Creek Watershed Management Commission.
 - (d) **Capital Improvement.** “Capital Improvement” has the meaning given it in Minn. R., part 8410.0020, subp. 3 and includes the purchase of capital equipment that satisfies the eligibility criteria established by the Board for funding as a CIP Project.
 - (e) **Capital Improvement Program.** “Capital Improvement Program” has the meaning given the term in Minn. Stat. § 103B.205, subd. 3.

- (f) CIP Project. “CIP Project” means a planned Capital Improvement that is part of the Commission’s Capital Improvement Program, is set out in its Water Management Plan, and is eligible for funding by the Commission.
- (g) City Council. “City Council” means the city council of a Member to this Agreement.
- (h) Commission. “Commission” means the watershed management organization established by this Agreement in accordance with the Act, the full name of which is the “Shingle Creek Watershed Management Commission.”
- (i) Commissioner. “Commissioner” means the person appointed by a Member as its primary representative on the Board.
- (j) County. “County” means Hennepin County, Minnesota.
- (k) Local Water Plan. “Local Water Plan” means the local water management plan each Member is required to develop and have reviewed as provided in Minn. Stat. § 103B.235 and Minn. R., part 8410.0160.
- (l) Member. “Member” means a city that is a signatory to this Agreement and is identified in section 2.1 of this Agreement.
- (m) Non-CIP Project. “Non-CIP Project” means a project undertaken by a Member or the Commission pursuant to this Agreement that does not qualify as a CIP Project and is not part of the projects included in the amount certified to the County to be included in the County’s levy. Examples of Non-CIP Projects include, but are not limited to, research projects, feasibility studies, water quality projects, maintenance projects.
- (n) TAC. “TAC” means the Technical Advisory Committee established by the Board and that is made up of a representative each Member, as appointed by the Member.
- (o) Watershed. “Watershed” means the Shingle Creek Watershed, which includes the area contained within a line drawn around the extremities of all terrain whose surface drainage is tributary to Shingle Creek and within the mapped areas delineated on the map filed with the Minnesota Board of Water and Soil Resources pursuant to the Act.
- (p) Watershed Management Plan. “Watershed Management Plan” means the plan developed and adopted in accordance with the Act, including all amendments and updates.

SECTION II MEMBERSHIP

- 2.1 Members. The following local government units are Members of the Commission: City of Brooklyn Center, City of Brooklyn Park, City of Crystal, City of Maple Grove, City of Minneapolis, City of New Hope, City of Osseo, City of Plymouth, and City of Robbinsdale.
- 2.2 Effect of Changes. No change in governmental boundaries, structure, or organizational status shall affect the eligibility of any local government unit listed above to be represented on the Commission, so long as such local government unit continues to exist as a separate political subdivision.

SECTION III BOARD OF COMMISSIONERS

- 3.1 Establishment. The Members hereby reaffirm the establishment and continued operation of the “Shingle Creek Watershed Board of Commissioners” in accordance with the Act. The Board shall carry out the purposes and have the powers as provided herein.
- 3.2 Board Appointments. The Commission is governed by the Board, which is comprised of nine Commissioners appointed by the Members. Each party to this Agreement is a Member of the Board and shall determine the eligibility and qualifications of its representative on the Board.
- (a) Commissioner. Each Member is responsible for appointing one person to serve as its representative (“**Commissioner**”) on the Board. Each Member is responsible for publishing a notice of a vacancy, whether resulting from expiration of its Commissioner position or otherwise, as required in Minn. Stat. § 103B.227, subd. 2. Each Commissioner shall have one vote on the Board and must be present to vote. The authority of a Commissioner to vote shall be suspended if the appointing Member is delinquent in making any payments due to the Commission. The voting authority of the Commissioner shall be restored once the Member pays all past due amounts.
- (b) Alternate Commissioner. Each Member may also appoint one Alternate Commissioner (“**Alternate Commissioner**”) to the Board in the same manner required to appoint a Commissioner. The Alternate Commissioner may attend all meetings and speak during the public input portion of the meeting, but is only authorized to vote at a Board meeting in the absence or disability of the appointing Member’s Commissioner. If the absent Commissioner is also an officer of the Board, the Alternate Commissioner shall not be entitled to serve as such officer. If necessary, the Board may select a current Commissioner to temporarily undertake the duties of the absent officer.

- (c) Term. The term of each Commissioner and Alternate Commissioner shall be three years commencing on February 1st. The terms are staggered so that no more than three Commissioners are up for appointment in a single year. The Commissioners from the Cities of Brooklyn Center, Brooklyn Park, and Crystal are appointed in the same year; the Commissioners from the Cities of Maple Grove, Minneapolis, and New Hope are appointed in the same year; and the Commissioners from the Cities of Osseo, Plymouth, and Robbinsdale are appointed in the same year. A Commissioner and an Alternate Commissioner shall serve until their successors are selected and qualify, unless they resign or are removed earlier as provided herein.
 - (d) Notices. A Member shall provide the Commission written notice of its appointments, including the resolution making the appointments or a copy of the minutes of the meeting at which the appointments were made. The Commission shall notify BWSR of appointments and vacancies within 30 days after receiving notice from the Member. Members shall fill all vacancies within 90 days after the vacancy occurs.
 - (e) Vacancy. A Member shall notify the Commission in writing within 10 days of the occurrence of a vacancy in its Commissioner or Alternate Commissioner positions. The Commission will notify BWSR of the vacancy within 30 days of receiving the notice of a vacancy as required by Minn. Stat. § 103B.227, subd. 1. The Member shall publish notice of the vacancy at least once in its official newspaper as required by Minn. Stat. § 103B.227, subd. 2. The notices must state that those interested in being appointed to serve on the Commission may submit their names to the Member for consideration. The notice must be published at least 15 days before the Member's City Council acts to fill the vacancy. The City Council must make the appointment within 90 days from the occurrence of the vacancy. The Member shall promptly notify the Commission of the appointment in writing. The appointed person shall serve the unexpired term of the position.
 - (f) Removal. The City Council of a Member may remove its Commissioner for just cause as provided in Minn. Stat. § 103B.227, subd. 3 and in accordance with Minn. R., part 84100.0040. If a Commissioner is an elected official, or is an appointed official serving an indefinite term at the pleasure of the City Council, the City Council may remove the person at will, including if the person is not reelected. A Member may remove its Alternate Commissioner without cause. The Member shall notify the Board of the removal in writing within 10 days of acting to remove the Commissioner. The Commission shall notify BWSR of the vacancy within 30 days of receiving notice of the removal. The City Council shall act to fill the vacancy created by the removal within 90 days as provided in this Agreement.
- 3.3 Compensation and Expenses. Commissioners and Alternate Commissioners shall serve without compensation from the Commission. Commission funds may, but are not required to, be used to pay or reimburse the attendance fee for Commissioners and

Alternate Commissioners to attend an in-state educational conference related to the Commission's business if authorized by the Board in advance of the conference. Other expenses associated with attending a conference are not eligible for reimbursement by the Commission. Nothing herein prohibits a Member from choosing, in its sole discretion and cost, to compensate or reimburse the expenses of its Commissioner or Alternate Commissioner.

- 3.4 Board Officers. Each year at its February meeting the Board shall elect from among its Commissioners a Chair, Vice Chair, Secretary, and Treasurer. All such officers shall hold office for a term of one year until their successors have been duly elected by the Board. An officer may serve only while they remain a Member of the Board. A vacancy in an officer position shall be filled by Board election for the remainder of the unexpired term of such office.
- 3.5 Duties of Board Officers. The Chair shall serve as the presiding officer at Board meetings, execute documents on behalf of the Board, sign checks, and perform other duties and functions as may be determined by the Board. The Vice-Chair shall undertake the duties of the Chair in the absence or disability of the Chair. The Secretary shall maintain the records of the Commission, Board meeting minutes, ensure meetings are properly noticed, countersign documents with the Chair, and perform such other duties as assigned by the Board. The Secretary may delegate one or more specific duties of the position. The Treasurer shall oversee the Commission's budget and finances, sign checks, and perform such other duties as assigned by the Board.
- 3.6 Quorum. A majority of the Commissioners shall constitute a quorum. Less than a quorum may adjourn a scheduled meeting. A simple majority of a quorum is required for the Board to act unless a higher number of votes is required by law or this Agreement. A Board vacancy or the suspension of voting rights as provided herein shall temporarily reduce the number of Commissioners required for a quorum.
- 3.7 Meetings. The Board shall conduct meetings in accordance with the Minnesota Open Meeting Law (Minn. Stat., chap. 13D) and this section.
- (a) Regular Meetings. The Board shall develop a schedule of its regular meetings. The Board shall post the schedule on the Commission's website and provide a copy to each Member. The Secretary shall maintain a copy of the schedule of regular meetings. The Chair and Vice-Chair may cancel a meeting due to a lack of business items. The Secretary shall make a good faith effort to notify Commissioners of a meeting cancellation.
- (b) Special Meetings. The Board may hold such special meetings as it may determine are needed to conduct the business of the Commission. A special meeting may be called by the Chair or by any two Commissioners. The Secretary shall post and provide notice of special meetings to the Commissioners. Emailing notices to Commissioners shall constitute sufficient notice under this Agreement.

- (c) Annual Meeting. The February Board meeting shall constitute the annual meeting of the Commission.
- (d) Rules of Procedure. The Board shall conduct its meetings generally in accordance with the procedures set out in the most current version of Robert's Rules of Procedure without requiring strict conformance to its requirements. The Board may modify such rules as it determines is appropriate to facilitate the conducting of its business or adopt a different set of rules for its meetings. The Board may amend its rules from time to time as it determines is appropriate upon a majority vote of all Commissioners. The Board may also waive one or more specific rules as it determines are necessary to facilitate the conducting of its business. Voting and statutory requirements are not waivable.

SECTION IV POWERS AND DUTIES OF THE BOARD

- 4.1 Powers. The Board is authorized to exercise the powers in this section to carry out the purposes of the Commission.
- (a) Powers Granted. The Board shall have the following powers.
 - (1) It may contract with or employ such persons or entities as it deems necessary to accomplish its duties and powers. Any employee may be on a full-time or part-time basis as the Board determines. Such employees and contracted consultants shall be considered Commission staff.
 - (2) It may contract for space, materials, supplies, and services to carry on its activities.
 - (3) It may acquire necessary personal property to carry out its powers and its duties.
 - (4) It shall prepare, adopt, implement in accordance with this Agreement, and update a Watershed Management Plan that satisfies the requirements of Minn. Stat. § 103B.231. The Watershed Management Plan shall address all items required by applicable laws and rules. In preparing said plan, the Board may consult with the engineering and planning staff of each Member and the Metropolitan Council and other public and private bodies to obtain and consider projections of land use, population growth, and other factors which are relevant to the improvement and development of the Watershed.
 - (5) It shall develop and adopt a capital improvement program as part of the Watershed Management Plan. The Board shall determine which projects to include in the capital improvement program.

- (6) It may undertake projects, including those provided in its capital improvement program, in accordance with the Watershed Management Plan and this Agreement. It may acquire a temporary interest in real property if required to facilitate a project.
- (7) It shall make necessary surveys or utilize other reliable surveys and data and develop projects to accomplish the purposes for which the Commission is organized.
- (8) It may cooperate or contract with the State of Minnesota, any political subdivision thereof, federal agency, or private or public organization to accomplish the purposes for which it is organized.
- (9) It shall regulate, conserve, and control the use of storm and surface water and groundwater within the Watershed.
- (10) It may contract for or purchase such insurance as the Board deems necessary for the protection of the Commission.
- (11) It may acquire, establish, and maintain devices acquiring and recording hydrological and water quality data within the Watershed. Devices acquired by the Board are owned by the Commission and shall be made available for use by Members as the Board determines is reasonable.
- (12) It may enter upon lands within or without the watershed to make surveys and investigations to accomplish the purposes of the Commission. The Commission shall be liable for actual damages resulting therefrom but every person who claims damages shall serve the Chair or Secretary of the Board with a Notice of Claim as required by Minn. Stat. § 466.05.
- (13) It shall provide any Member with technical data or any other information of which the Commission has knowledge which will assist the Member in preparing land use classifications or local water management plans within the Watershed.
- (14) It may provide legal and technical assistance in connection with litigation or other proceedings between one or more of its Members and any other political subdivision, commission, board, or agency relating to the planning or construction of facilities to drain or pond storm waters or relating to water quality within the Watershed. The use of Commission funds for litigation shall be only upon a favorable vote of a majority of the eligible votes of the then existing Members of the Commission. Such a vote is not required for the Board to expend Commission funds in the defense of a suit brought against the Commission or its Commissioners, in

accordance with applicable laws, to the extent such costs are not paid by the Commission's insurer.

- (15) It may accumulate reserve funds for the purposes herein mentioned and may invest funds of the Commission not currently needed for its operations, in the manner and subject to the laws of Minnesota applicable to statutory cities.
- (16) It may collect monies, subject to the provisions of this Agreement, from its Members, the County, and from any other source approved by a majority of its Board. The Board may accept gifts and seek and accept grants.
- (17) It may make contracts, incur expenses, and make expenditures necessary and incidental to the effectuation of these purposes and powers and may disburse therefor in the manner hereinafter provided.
- (18) It shall cause to be made an annual audit of the books and accounts of the Commission by a certified public accountant or the State Auditor, and shall transmit a copy of the annual audit to each Member, all in compliance with the requirements of M.R., part 8410.0150.
- (19) Its books, reports, and records shall be available for and open to inspection by the Members at all reasonable times.
- (20) It may recommend changes in this Agreement to the Members.
- (21) It may exercise all other powers necessary and incidental to the implementation of the purposes and powers set forth herein and as outlined and authorized by the Act and such other law as may apply.
- (22) It shall cooperate with the applicable state agencies in complying with the requirements of Minn. Stat., chap. 103G.
- (23) Each Member reserves the right to conduct separate or concurrent studies on any matter under study by the Commission.
- (24) It may define and designate subtrunk and subdistricts within the watershed, and shall have authority to separate the watershed into different subtrunks and subdistricts, and to allocate capital improvement costs to a subtrunk or subdistrict area if that district is the only area that benefits from the capital improvement.
- (25) It shall establish a procedure for establishing citizen or technical advisory committees and to provide other means for public participation.

- (b) Powers Reserved. The Board shall not have any of the powers identified in this paragraph. Expressly identifying specific powers reserved to the Members is not intended to expand, by negative implication, the powers granted above to the Board.
 - (1) Eminent Domain. The Commission does not have the power of eminent domain. Any easements or other interests in land necessary to be acquired for an Improvement Project shall be acquired as provided below.
 - (2) Real Property. The Commission shall not own any interest in real property. All interests in lands shall be held in the name of the Member wherein said lands are located. This provision does not prohibit the Commission from acquiring a temporary interest in real estate as needed to conduct studies, undertake a project, or to otherwise carry out its duties.
 - (3) Bonding. The Commission does not have the power to issue certificates, warrants, or bonds.
 - (4) Special Assessments. The Commission shall not have the power to levy a special assessment upon any privately or publicly owned land. All such assessments shall be levied by the Member wherein said lands are located. It shall have the power to require any Member to contribute the costs allocated or assessed according to the other provisions of this Agreement.
 - (5) Land Use Regulations. The Commission shall not have the authority to regulate the use and development of land under Minn. Stat. § 103B.211, subd. 1(a)(3).

4.2 Collection or Diversion of Waters. Each Member agrees that it will not directly or indirectly collect or divert any additional surface water to Shingle Creek or its tributaries without a project review by the Commission in accordance with the Water Management Plan. A Member may proceed with the construction or reconstruction of improvements within the individual Members' boundaries, and at its sole cost, upon the Board finding:

- (a) That there is an adequate outlet;
- (b) The construction is in conformance with the overall plan; and
- (c) The construction will not adversely affect other Members of this Agreement.

4.3 Local Water Plans.

- (a) Development. Each Member agrees to develop and maintain a Local Water Plan, capital improvement program, and official controls as necessary to bring local water management into conformance with the Watershed Management Plan. The development and implementation of Local Water Plans shall conform with all

requirements of the Act, including Minn. Stat. § 103B.235 and Minn. R., part 8410.0160. In accordance with the Act, the Board shall approve or disapprove each local plan or any parts of each plan. The Members understand that the Watershed Management Plan, including the Commission's capital improvement program, must consist of local parts and therefore every effort shall be made by the Commission and all Members to coordinate local plans with the Watershed's overall plan, including planning for local plans at the same time the Watershed's overall plan is being developed.

- (b) Review. Each Member shall submit its proposed Local Water Plan to the Metropolitan Council and the Board for review as required by Minn. Stat. § 103B.235. The Board shall consider any comments on the Local Water Plan received from the Metropolitan Council and shall act on said plans in accordance with the Act.

- 4.4 Pollution Control and Water Quality. The Commission shall have the authority and responsibility to protect and improve water quality in the Watershed as this is one of the main purposes set forth in the Act. All Members agree that they will refuse to allow the drainage of sanitary sewage or industrial pollutants onto any land or into any watercourse or storm sewer draining into the Watershed. The Board may investigate on its own initiative, or request a Member to investigate, a complaint relating to pollution of surface water or groundwater draining into or affecting the Watershed. If the Board determines the Watershed is being polluted by an identifiable source, the Board may order the Member to abate this nuisance and each Member agrees that it will take all reasonable action available to it under the law to alleviate the pollution and to assist in protecting and improving the water quality of surface water and groundwater in the Watershed.
- 4.5 Boundary Changes. Any changes to the boundaries of the watershed shall be undertaken in accordance with Minn. Stat. § 103B.215.

SECTION V PROJECTS

- 5.1 Capital Projects and Non-Capital Projects. The Board may undertake, in conformity with this Agreement, Non-CIP Projects and CIP Projects. CIP Projects typically involve entering into a cooperative agreement with a Member, which has the Member assuming responsibility for letting the contract and overseeing construction of the project.
- 5.2 Process for Non-CIP Projects. The Board may initiate and undertake a Non-CIP Project upon a majority vote of all eligible Commissioners. If a Non-CIP Project is for a research project, feasibility study, or the like, the Board may proceed on its own. In such instances, the Commission may, with the approval of the Board, contract in its own name to complete such projects. If the Non-CIP Project is for implementation of a research project or study, a water quality project, maintenance, or the like, then the Board may only proceed in cooperation with the Member(s) where such projects will take place. In such instances, The Commission may contract in its own name to complete such projects

or enter into a cooperative agreement with a Member to have the Member undertake the project on its own or in cooperation with the Commission.

5.3 Process for CIP Projects. The process for undertaking a CIP Project is as follows.

- (a) Initiation. A CIP Project may be proposed by a Member or by the Board based on subwatershed assessments, lake/stream resource assessments, inspections, or a particular need or issue identified by a Member or the Board. A proposed project shall be submitted to the TAC and the Board to determine if there is sufficient support to proceed to a feasibility study.
- (b) Feasibility Study. If requested by the Board, the Commission Engineer, or other engineering firm, shall study the feasibility of a proposed CIP Project and report its findings to the TAC and the Board. The report shall include an opinion of probable cost and how the project would be funded. The Board shall consider the feasibility study and decide whether to proceed with the proposed project.
- (c) Plan Amendments. Proposed CIP Projects are amended into and made part of the Watershed Management Plan. The process the Commission must undertake to amend a CIP Project into the Watershed Management Plan depends on whether it constitutes a minor plan amendment or a major plan amendment as described below.
 - (1) Minor Plan Amendment. The addition of a proposed CIP Project to the Watershed Management Plan typically constitutes a minor plan amendment that can be accomplished following the process set out in the Watershed Management Plan and Minn. R., part 8410.0140, subpart 2. A public hearing is not required for a minor plan amendment.
 - (2) Major Plan Amendment. If a proposed amendment does not qualify as a minor amendment, the Commission must undertake the major plan amendment process to add the CIP project to the Watershed Management Plan. The major plan amendment process is set out in the amendment section of the Watershed Management Plan, Minn. Stat. § 103B.231, subd. 11, and Minn. R., part 8410.0140. The public hearing required under Minn. Stat. § 103B.231, subds. 11 & 7(c) for a major plan amendment may be held in conjunction with the public hearing required to request the County to levy funds for the project under Minn. Stat. § 103B.251, subds. 3 & 4, provided the requirements of both procedures can be satisfied at the single hearing.
- (d) Public Hearing. If the Board proposes to pay any portion of a CIP Project with funds to be raised through a County levy under Minn. Stat. § 103B.251, the Board must call and conduct a public hearing as provided in the statute and this paragraph. A public hearing is not required if the CIP Project is funded entirely from funds on hand, grants, or a combination thereof, and does not require the Board to certify any project costs to the County to be levied under Minn. Stat. §

103B.251. When a public hearing is required, it shall be conducted in accordance with the following.

- (1) Calling. The Board must act by motion or resolution to call a public hearing on the proposed CIP Project. The Board shall set the date, time, and place for the public hearing.
- (2) Notice. The Board shall provide notice of the public hearing in accordance with Minn. Stat. § 103B.251, subd. 3.
- (3) Conducting. The Board shall conduct the public hearing at the scheduled date, time, and place to hear from the public and to consider the proposed CIP Project. Prior to taking public comment, the Commission Engineer shall provide a brief overview of the proposed CIP Project, an estimate of project cost, and a description of how the project will be funded.
- (4) Board Decision. Once the public input portion of the public hearing is closed, the Board shall discuss and decide whether to approve the proposed CIP Project. The Board shall act by resolution to approve a CIP Project, which shall require a favorable vote by two-thirds of all eligible votes of the then existing Commissioners. The resolution shall, at minimum, order the project, identify the responsible engineer, identify the Member responsible for letting the contract and overseeing construction, set out the estimated cost and funding sources, authorize the Commission to enter into a cooperative agreement with the responsible Member, and certify a levy to the Hennepin County Auditor for the amount to be levied by the County for the project.

5.4 Responsible Member.

- (a) Member Projects. The Board shall work with Members to facilitate the completion of specific Non-CIP Projects and CIP Projects within their jurisdictional boundaries in accordance with the Watershed Management Plan. For any project that will be constructed by one or more Members and reimbursed by the Commission, to the extent authorized by the Board, the Member(s) responsible for implementing the project and the Board shall negotiate a cooperative agreement, in good faith, providing for terms and conditions related to the project and any such reimbursement. If any portion of the project is funded by a grant obtained by the Commission, the cooperative agreement shall include a subgrant agreement requiring the responsible Member to be responsible for complying with the applicable terms and conditions of the grant agreement. The terms of this paragraph shall also apply to any Commission project that may be constructed by any other entity, public or private, if construction by such entities is deemed appropriate by the Commission.

- (b) Commission Projects. The Commission, if approved by the Board, is authorized to undertake and contract for a CIP Project that is not required to be let by sealed bid under Minn. Stat. § 471.345. Such contracts shall be let in the Commission's name and must be in accordance with the Watershed Management Plan and all applicable laws and regulations related to public procurement and contracting. Approval of Commission contracts for CIP Projects shall require a favorable vote by two-thirds of all eligible votes of then existing Commissioners.

5.5 Contracts for Improvements.

- (a) Letting Contracts. All contracts for projects ordered by the Commission shall comply with the requirements of laws applicable to contracts let by the respective Member making such contract. The Commission shall not have the authority to contract in its own name for any work for which a special assessment will be levied against any private or public property under the provisions of Minn. Stat., chap. 429 or any city charter, and such contracts shall be awarded by action of the City Council of a Member and shall be in the name of said Member. This subsection shall not preclude the Commission from proceeding under Minn. Stat. § 103B.251 or from otherwise proceeding under this Agreement for projects that will not be specially assessed under Minn. Stat., chap. 429.
- (b) Contract Administration. All improvement contracts will be duly supervised by the Member awarding the contract, provided, however, that the Commission shall be authorized to observe and review the work in progress and the Members agree to cooperate with the Commission staff in accomplishing the purposes of this Commission. Representatives of the Commission shall also have the right to enter upon the place or places where any improvement work is in progress for the purpose of making reasonable tests and inspections. Commission staff shall report, advise, and recommend to the Board on the progress of said work.

5.6 Land Acquisition. Because the Commission does not have the power to acquire real property, the Members agree that any and all permanent easements or interests in land which are necessary for any project will be negotiated or condemned in accordance with all applicable laws by the Member wherein said lands are located, and each Member agrees to attempt to acquire the necessary easements or interests in such land upon order of the Commission to accomplish the purposes of this Agreement. All reasonable costs of said acquisition shall be considered as a cost of the respective improvement. If a Member determines it is in the best interests of that Member to acquire additional lands in conjunction with the taking of lands for the Commission-ordered improvement, or for some other purpose, the costs of said acquisition will not be included in the improvement costs of the ordered project. The Board in determining the allocation of the improvement costs may take into consideration the land use for which said additional lands are being acquired and may credit the acquiring Member for said land acquisition to the extent that it benefits the other Members of this Agreement. Any credits may be applied to the cost allocation of the improvement project under construction or the Board, if feasible and necessary, may defer said credits to a future project.

5.7 CIP Project Funding.

- (a) Member Contributions. The Member responsible for constructing a CIP Project, together with any other identified benefiting Members, shall contribute toward the project such amounts as identified in the Board's resolution ordering the project and in accordance with the terms of the cooperative agreement entered into for the project.
- (b) Commission Contributions. The Commission shall contribute toward the project such amounts as identified in the Board's resolution ordering the project and in accordance with the terms of the cooperative agreement entered into for the project. The contribution from the Commission may include grant funds it has received for the project. In such cases, the Board and the responsible Members enter into a subgrant agreement, which may be part of the cooperative agreement, setting out the obligations of the Member to ensure compliance with the grant requirements. The Commission's contribution is in addition to any amounts contributed by Members or other private or public entities. If the Commission's contribution is dependent on an amount to be levied by the County, the contribution is contingent on the Commission receiving such amount from the County.
- (c) Maintenance Levy. The Commission may establish a maintenance fund to be used for normal and routine maintenance of a work of improvement constructed in whole or part with money provided by Hennepin County. As provided in Minn. Stat. § 103B.251, subd. 9, the Board may impose, with the County's consent, an ad valorem levy on all property located within the territory of the Watershed or a subwatershed unit. The levy shall be certified, levied, collected, and distributed as provided in Minn. Stat. §§ 103D.915 and 103D.921, as amended, and shall be in addition to any other money levied and distributed by the County to the Commission. Mailed notice of any hearing required under the aforementioned statutes shall be sent to the clerk of each Member municipality at least 30 days prior to the hearing. The proceeds of said maintenance levy shall be deposited in a separate maintenance and repair account to be used only for the purpose for which the levy was made.

5.8 Cost Allocation for CIP Projects. All capital costs incurred by the Commission shall be apportioned to the respective Members on any of the following bases.

- (a) County Levy. If the project is constructed and financed pursuant to Minn. Stat. § 103B.251, the Members understand and agree that said costs will be levied on all taxable property in the Watershed as set forth in said statute.
- (b) Negotiated Amount. A negotiated amount to be arrived at by the Members who have lands in the subdistrict responsible for the capital improvement.
- (c) Tax Capacity and/or Total Area.

- (1) Fifty percent of all capital costs or the financing thereof shall be apportioned to each Member on the basis of the net tax capacity of each Member within the boundaries of the Watershed each year to the total net tax capacity in the Watershed.
- (2) Fifty percent of all capital costs or the financing thereof shall be apportioned to each Member on the basis of the total area of each Member within the boundaries of the Watershed each year to the total area in the Watershed.
- (3) Capital costs allocated under the 50% area/50% net tax capacity formula set forth above may be varied by a two-thirds vote of the Commission if:
 - (i) any Member community receives a direct benefit from the capital improvement which benefit can be defined as a lateral as well as a trunk benefit, or
 - (ii) the capital improvement provides a direct benefit to one or more Members which benefit is so disproportionate as to require in a sense of fairness a modification in the 50/50 formula.
- (4) Any credits to due a Member for lands acquired by said Member to pond or store storm and surface water as provided herein shall be allowed against costs due under this section.

5.9 Emergency Projects. The Commission may perform emergency projects in accordance with Minn. Stat. § 103B.252.

SECTION VI FINANCES

6.1 Generally.

- (a) Authority. The Commission funds may be expended by the Board in accordance with this Agreement and in accordance with the procedures as established by law and in the manner as may be determined by the Board.
- (b) Funds. The Commission shall have a general fund and may establish such other funds and accounts as it may determine are needed. The Commission has established a Capital Improvement Program Closed Project Account into which any levied funds remaining after the completion of a CIP Project are placed. Funds in the CIP Closed Project Account shall only be expended in accordance with a policy adopted by the Board for an authorized purpose.

- (c) Disbursements. In no event shall there be a disbursement of Commission funds without the signature of at least two Board officers, one of whom shall be the Treasurer or the Treasurer's authorized deputy.
- (d) Treasurer Bond. The Treasurer shall be required to file with the Secretary of the Board a bond in the sum of at least \$10,000 or such higher amount as shall be determined by the Board. The Commission shall pay the premium on said bond.
- (e) Depository. The Board shall designate one or more national or state bank or trust companies, authorized by Minn. Stat., chaps. 118A and 427, or such other law as may apply, to receive deposits of public moneys and to act as depositories for the Commission funds.

6.2 Commission's General Fund. The Commission's general fund is funded by an annual contribution from each Member and is used to pay for general administration purposes including, but not limited to, salaries, rent, supplies, development of the Watershed Management Plan, engineering and legal expenses, insurance, and bonds, and to purchase and maintain any personal property deemed necessary by the Commission in furtherance of its purposes and powers as articulated in this Agreement. Said funds may also be used for normal maintenance of any facilities, but any extraordinary maintenance or repair expense shall be treated as an improvement cost and processed in accordance with the provisions for CIP Project funding under this Agreement. The annual contribution by each Member shall be based fifty percent (50%) on the net tax capacity of all property within the Watershed and fifty percent (50%) on the basis of the total area of each Member within the boundaries of the Watershed each year to the total area in the Watershed.

6.3 Operating Budget. The Board shall annually prepare, adopt, and submit an annual operating budget as provided in this section.

- (a) Adoption. On or before July 1 of each year, the Board shall adopt a detailed budget for the ensuing year and decide upon the total amount necessary for the Commission's general fund. Budget approval shall require a favorable vote by a majority of all eligible votes of the then existing Commissioners.
- (b) Budget Cap. The total operating budget amount, excluding any grants, in a year shall not exceed the budget cap established as part of the prior joint powers agreement and that has been adjusted each year based on the consumer price index. The original budget cap was established in 2004 at \$262,750 and has been modified each year since based, pro rata, on the annual change in the consumer price index (U.S. City Average, All Items, All Urban Consumer) to the end of the second quarter of the preceding year. In 2024, the budget cap was \$446,740. The budget cap shall continue to be calculated each year by the Administrator and the operating budget prepared by the Commission for a year shall not exceed the budget cap calculated for that year. The only way the Commission's operating budget may exceed the budget cap is if a majority of all the Members expressly

consent to the proposed operating budget exceeding the cap. If a proposed operating budget that exceeds the budget cap is not consented to by a majority of Members, the Commission must adjust its final operating budget so it does not exceed the budget cap.

- (c) Funding. The Commission's annual operating budget is funded by an annual assessment placed on the Members, subject to certain caps, as provided herein.
- (d) Caps on Member Assessments. The amount annually assessed each Member to fund the operating budget shall not exceed the following caps, unless authorized as provided herein.
 - (1) Percentage Cap. The amount to be assessed Members under the proposed budget shall not exceed 120% of the amount assessed Members under the previous year's budget, unless the City Council of each Member adopts a resolution approving the increase.
 - (2) Tax Capacity Cap. The amount of a Member's annual contribution to the operating budget shall not exceed one-half of one percent of the net tax capacity of the Member's total area located within the Watershed.
- (e) Budget Certified to Members. On or before July 1st, the Secretary or the Commission Administrator shall certify the operating budget to the clerk of each Member, together with a statement of the proportion of the budget to be assessed and paid by each Member. If the proposed operating budget results in any of the caps established herein being exceeded, the budget sent to the Members for review must be accompanied by a letter clearly notifying the Members of the cap being exceeded, the reasons for the proposed exceedance, and the Member approval required to approve the proposed budget. If the approvals required herein to exceed the cap are not obtained, the total budget or assessment amount shall not exceed the capped amount.
- (f) Member Review. The City Council of each Member agrees to review the proposed budget provided by the Commission. If any Member has any objections, they must submit them in writing to the Board prior to August 1. Upon the receipt of any such written objections, the Board shall set a date to hear the Member's objections and shall provide all Members notice of the hearing and a copy of the written objections. After hearing the objections, the Board may modify, amend, or affirm the proposed budget by majority of all eligible votes of the then existing Commissioners.
- (g) Finalized. The proposed operating budget shall be considered final if no Member files an objection by August 1st. If a timely objection is received, the Board shall act to finalize the operating budget after conducting a hearing on the objections. The Board shall provide a copy of the final operating budget to each Member. If

there are objections, the Board shall include its findings and decision regarding such objections with the final operating budget.

6.4 Supplemental Budget.

- (a) Insufficient Funds. If the Board determines it will not have sufficient funds in the Commission's general fund to pay its obligations or to otherwise fund Commission operations in the present year, the Board may adopt a supplemental budget to raise additional funds as provided herein.
- (b) Public Hearing. The Board shall call a public hearing on the proposed supplemental budget and provide at least 10 days' written notice of the hearing, together with a copy of the proposed supplemental budget, to each Member.
- (c) Adoption. After conducting the public hearing, the Board may adopt the supplemental budget by a favorable vote of a majority of all eligible votes of the then existing Commissioners. The Board shall notify each Member of the adopted supplemental budget and the amount of additional assessment to be paid by each Member.
- (d) Cap. In no case may a supplemental budget cause the total operating budget to exceed either cap established in the "Caps on Member Assessments" paragraph above. The total operating budget shall not exceed the budget cap identified above unless it is approved by a majority of all the Members.
- (e) Additional Assessment. Members agree to pay their additional assessment to the Commission within 60 days of adoption of the supplemental budget.

6.5 Default. Any Member who is more than 60 days in default in contributing its share to the operating budget or to a CIP Project shall have the vote of its Commissioner suspended pending the payment of its proportionate share. Any Commissioner whose vote is under suspension shall not be considered for the purposes of determining a quorum or for determining the sufficiency of a vote.

**SECTION VII
TERMINATION AND DISSOLUTION**

- 7.1 Termination. This Agreement may be terminated prior to January 1, 2045 by the unanimous consent of the Members. If the Agreement is to be terminated, a notice of the intent to dissolve the Commission shall be sent to the Board of Water and Soil Resources and to Hennepin County at least 90 days prior to the date of dissolution.
- 7.2 Dissolution. In addition to the manner provided herein for terminating this Agreement, any Member may petition the Board to dissolve the Agreement. Upon 90 days notice in writing to the clerk of each Member governmental unit and to the Board of Water and Soil Resources and to Hennepin County, the Board shall hold a hearing and upon a

favorable vote by a majority of all eligible votes of then existing Commissioners, the Board may by Resolution recommend that the Commission be dissolved. Said Resolution shall be submitted to each Member governmental unit and if ratified by three-fourths of the City Councils of all eligible Members within 60 days, said Board shall dissolve the Commission allowing a reasonable time to complete work in progress and to dispose of personal property owned by the Commission.

- 7.3 Distribution of Assets. If this Agreement is terminated and not replaced with a new agreement providing for the continued operation of the Commission, or if the Commission is dissolved, all property of the Commission shall be sold and the proceeds thereof, together with monies on hand, shall be distributed to the eligible Members of the Commission. Such distribution of Commission assets shall be made in proportion to the total contribution to the Commission as required by the last annual budget.

SECTION VIII MISCELLANEOUS PROVISIONS

- 8.1 Term. This Agreement shall be effective as of January 1, 2025 and shall remain in effect until January 1, 2045, unless terminated earlier as provided herein. The Members may agree to continue this Agreement as the preferred method for addressing their obligation to address surface water issues under law.
- 8.2 Mediation. The Members agree that any controversy that cannot be resolved between Members shall be submitted to mediation. Mediation shall be conducted by a mutually agreeable process by all Members. If the Members are not able to mutually agree on a mediator, the party and the Board shall each select a mediator and the two mediators shall select a third. Each party to the mediation shall be responsible for the cost of the mediator it selected and shall share equally in the costs of the mediation and of the third mediator.
- 8.3 Data Practices. The Commission shall comply with the requirements of Minnesota Statutes, chapter 13, the Minnesota Government Data Practices Act (“Act”). Any entity with which the Commission contracts is required to comply with the Act as provided in Minn. Stat. § 13.05. The contractor shall be required to notify the Board if it receives a data request and to work with the Commission to respond to it.
- 8.4 Amendments. The Board may recommend changes and amendments to this Agreement to the governing bodies of the Members. Amendments shall be adopted by all governing bodies of the Members. Adopted amendments shall be evidenced by appropriate resolutions or certified copies of meeting minutes of the governing bodies of each party filed with the Board and shall, if no effective date is contained in the amendment, become effective as of the date all such filings have been completed.
- 8.5 Waiver. The delay or failure of any party of this Agreement at any time to require performance or compliance by any other party of any of its obligations under this

Agreement shall in no way be deemed a waiver of those rights to require such performance or compliance.

- 8.6 Headings and Captions. The headings and captions of these paragraphs and sections of this Agreement are included for convenience or reference only and shall not constitute a part hereof.
- 8.7 Entire Agreement. This Agreement, including the recitals and the official boundary map (which are incorporated in and made part of this Agreement), contains the entire understanding among the Members concerning the subject matter hereof. This Agreement supersedes and replaces the prior joint powers agreement among the Members regarding the Commission and such prior agreement is hereby terminated. Any outstanding obligations of the Members under the prior agreement are not affected by the termination and shall be continued under this Agreement.
- 8.8 Examination of Books. Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of the Board are subject to examination by the State.
- 8.9 Governing Law. The respective rights, obligations, and remedies of the Members under this Agreement and the interpretation thereof shall be governed by the laws of the State of Minnesota which pertain to agreements made and to be performed in the State of Minnesota.
- 8.10 Counterparts. This Agreement shall be executed in several counterparts and all so executed shall constitute one Agreement, binding on all of the Members hereto. Each party to the agreement shall receive a fully executed copy of the entire document following adoption by all Members.
- 8.11 Enforcement. Members agree to be bound by the determination of the Commission and to agree to use their best efforts to carry out directives from the Commission; failure to respond may result in a legal action by the Commission to require the Member to act under a court order.
- 8.12 Notice. To the extent this Agreement requires a notice to be mailed to a Member, the notice requirement may be satisfied by the Commission emailing the notice to its primary contact for the Member.
- 8.13 Statutory References. All references to statutes in this Agreement include any amendments made thereto and any successor provisions.

IN WITNESS WHEREOF, the Members have entered into this Agreement by action of their respective governing bodies effective as of January 1, 2025.

CITY OF BROOKLYN PARK

Adopt on _____, 2024.

Mayor

Attest: _____
City Clerk

**WEST MISSISSIPPI WATERSHED MANAGEMENT COMMISSION
JOINT POWERS AGREEMENT**

THIS JOINT POWERS AGREEMENT is made and entered into by and among the cities of Brooklyn Center, Brooklyn Park, Champlin, Maple Grove, Minneapolis, and Osseo. The cities that are parties to this Agreement may hereafter be referred to individually as a “Member” or collectively as the “Members.”

RECITALS

- A. Local government units in the metropolitan area are required by the Metropolitan Water Management Program (Minn. Stat. § 103B.201 to 103B.255) to plan for and manage surface water.
- B. Under the Act, one of the options available to local government units to satisfy the requirements of the Act is to adopt a joint powers agreement pursuant to Minn. Stat. § 471.59 to establish a watershed management organization to jointly plan for and manage surface water within a watershed.
- C. The Members preferred to manage surface waters through a joint board rather than the traditional watershed model and acted pursuant to the new authority to adopt a joint powers agreement in 1984 establishing the West Mississippi Watershed Management Commission to cooperatively manage and plan for the management of surface water within the Watershed.
- D. The original joint powers agreement has been updated and amended several times, and the term of the current joint powers agreement expires on December 31, 2024.
- E. The Members previously acted pursuant to their authority to establish the “West Mississippi Watershed Board of Commissioners” and said Board is hereby reaffirmed as the entity charged with the authority and responsibility to manage the Commission.
- F. The Board has previously acted to adopt a Watershed Management Plan for the watershed and has regularly updated the Watershed Management Plan in accordance with law.
- G. The Commission works cooperatively with Hennepin County, Three Rivers Park District, and several other stakeholders to achieve the goals of the Watershed Management Plan.
- H. The Members desire to enter into this Agreement to reaffirm the Commission and the Board in furtherance of its efforts to continue working cooperatively to prepare and administer a surface water management plan to manage surface water within the watershed in accordance with the Act and Minn. R., chapter 8410.

AGREEMENT

In consideration of the mutual promises and agreements contained herein, the parties mutually agree as follows:

SECTION I ESTABLISHMENT, GENERAL PURPOSE, AND DEFINITIONS

- 1.1 **Reaffirming the Establishment.** The Members hereby reaffirm and ratify the establishment and continued operation of the “West Mississippi Watershed Management Commission” pursuant to the Act and such other laws and rules as may apply.
- 1.2 **General Purpose.** The general purpose of this Agreement is to continue the Commission and its work on behalf of the Members to cooperatively adopt, administer, and update as needed the Watershed Management Plan, and to carry out the purposes identified in Minn. Stat. § 103B.201 and the other provisions of the Act. The plan and programs shall operate within the boundaries of the West Mississippi Watershed as identified in the official map filed with the Minnesota Board of Soil and Water Resources. The most current version of the official map defining the boundaries of the Watershed is incorporated herein by reference. The boundaries of the Watershed are subject to change utilizing the procedure set out in Minn. Stat. § 103B.225 as may be needed to better reflect the hydrological boundaries of the Area.
- 1.3 **Definitions.** The definitions contained in Minn. Stat. § 103B.205 and Minn. R., part 8410.0020 are hereby adopted by reference, except that the following terms shall have the meanings given them in this section.
 - (a) **Act.** “Act” means the Metropolitan Surface Water Management Program set out in Minn. Stat. §§ 103B.201 to 103B.255.
 - (b) **Alternate Commissioner.** “Alternate Commissioner” means the person appointed by a Member to serve as its alternate to represent the Member on the Board in the absence or disability of its appointed Commissioner.
 - (c) **Board.** “Board” means the board of commissioners established by this Agreement to manage and make decisions on behalf of the West Mississippi Watershed Management Commission.
 - (d) **Capital Improvement.** “Capital Improvement” has the meaning given it in Minn. R., part 8410.0020, subp. 3 and includes the purchase of capital equipment that satisfies the eligibility criteria established by the Board for funding as a CIP Project.
 - (e) **Capital Improvement Program.** “Capital Improvement Program” has the meaning given the term in Minn. Stat. § 103B.205, subd. 3.

- (f) CIP Project. “CIP Project” means a planned Capital Improvement that is part of the Commission’s Capital Improvement Program, is set out in its Water Management Plan, and is eligible for funding by the Commission.
- (g) City Council. “City Council” means the city council of a Member to this Agreement.
- (h) Commission. “Commission” means the watershed management organization established by this Agreement in accordance with the Act, the full name of which is the “West Mississippi Watershed Management Commission.”
- (i) Commissioner. “Commissioner” means the person appointed by a Member as its primary representative on the Board.
- (j) County. “County” means Hennepin County, Minnesota.
- (k) Local Water Plan. “Local Water Plan” means the local water management plan each Member is required to develop and have reviewed as provided in Minn. Stat. § 103B.235 and Minn. R., part 8410.0160.
- (l) Member. “Member” means a city that is a signatory to this Agreement and is identified in section 2.1 of this Agreement.
- (m) Non-CIP Project. “Non-CIP Project” means a project undertaken by a Member or the Commission pursuant to this Agreement that does not qualify as a CIP Project and is not part of the projects included in the amount certified to the County to be included in the County’s levy. Examples of Non-CIP Projects include, but are not limited to, research projects, feasibility studies, water quality projects, maintenance projects.
- (n) TAC. “TAC” means the Technical Advisory Committee established by the Board and that is made up of a representative each Member, as appointed by the Member.
- (o) Watershed. “Watershed” means the West Mississippi Watershed, which includes the area contained within a line drawn around the extremities of all terrain whose surface drainage is tributary to West Mississippi and within the mapped areas delineated on the map filed with the Minnesota Board of Water and Soil Resources pursuant to the Act.
- (p) Watershed Management Plan. “Watershed Management Plan” means the plan developed and adopted in accordance with the Act, including all amendments and updates.

SECTION II MEMBERSHIP

- 2.1 Members. The following local government units are Members of the Commission: City of Brooklyn Center, City of Brooklyn Park, City of Champlin, City of Maple Grove, and the City of Osseo.
- 2.2 Effect of Changes. No change in governmental boundaries, structure, or organizational status shall affect the eligibility of any local government unit listed above to be represented on the Commission, so long as such local government unit continues to exist as a separate political subdivision.

SECTION III BOARD OF COMMISSIONERS

- 3.1 Establishment. The Members hereby reaffirm the establishment and continued operation of the “West Mississippi Watershed Board of Commissioners” in accordance with the Act. The Board shall carry out the purposes and have the powers as provided herein.
- 3.2 Board Appointments. The Commission is governed by the Board, which is comprised of nine Commissioners appointed by the Members. Each party to this Agreement is a Member of the Board and shall determine the eligibility and qualifications of its representative on the Board.
- (a) Commissioner. Each Member is responsible for appointing one person to serve as its representative (“**Commissioner**”) on the Board. Each Member is responsible for publishing a notice of a vacancy, whether resulting from expiration of its Commissioner position or otherwise, as required in Minn. Stat. § 103B.227, subd. 2. Each Commissioner shall have one vote on the Board and must be present to vote. The authority of a Commissioner to vote shall be suspended if the appointing Member is delinquent in making any payments due to the Commission. The voting authority of the Commissioner shall be restored once the Member pays all past due amounts.
- (b) Alternate Commissioner. Each Member may also appoint one Alternate Commissioner (“**Alternate Commissioner**”) to the Board in the same manner required to appoint a Commissioner. The Alternate Commissioner may attend all meetings and speak during the public input portion of the meeting, but is only authorized to vote at a Board meeting in the absence or disability of the appointing Member’s Commissioner. If the absent Commissioner is also an officer of the Board, the Alternate Commissioner shall not be entitled to serve as such officer. If necessary, the Board may select a current Commissioner to temporarily undertake the duties of the absent officer.
- (c) Term. The term of each Commissioner and Alternate Commissioner shall be three years commencing on February 1st. The terms are staggered so that no more

than three Commissioners are up for appointment in a single year. The Commissioners from the Cities of Brooklyn Center and Brooklyn Park are appointed in the same year; the Commissioners from the Cities of Champlin and Maple Grove are appointed in the same year; and the Commissioners from the Cities of Minneapolis and Osseo are appointed in the same year. A Commissioner and an Alternate Commissioner shall serve until their successors are selected and qualify, unless they resign or are removed earlier as provided herein.

- (d) Notices. A Member shall provide the Commission written notice of its appointments, including the resolution making the appointments or a copy of the minutes of the meeting at which the appointments were made. The Commission shall notify BWSR of appointments and vacancies within 30 days after receiving notice from the Member. Members shall fill all vacancies within 90 days after the vacancy occurs.
- (e) Vacancy. A Member shall notify the Commission in writing within 10 days of the occurrence of a vacancy in its Commissioner or Alternate Commissioner positions. The Commission will notify BWSR of the vacancy within 30 days of receiving the notice of a vacancy as required by Minn. Stat. § 103B.227, subd. 1. The Member shall publish notice of the vacancy at least once in its official newspaper as required by Minn. Stat. § 103B.227, subd. 2. The notices must state that those interested in being appointed to serve on the Commission may submit their names to the Member for consideration. The notice must be published at least 15 days before the Member's City Council acts to fill the vacancy. The City Council must make the appointment within 90 days from the occurrence of the vacancy. The Member shall promptly notify the Commission of the appointment in writing. The appointed person shall serve the unexpired term of the position.
- (f) Removal. The City Council of a Member may remove its Commissioner for just cause as provided in Minn. Stat. § 103B.227, subd. 3 and in accordance with Minn. R., part 84100.0040. If a Commissioner is an elected official, or is an appointed official serving an indefinite term at the pleasure of the City Council, the City Council may remove the person at will, including if the person is not reelected. A Member may remove its Alternate Commissioner without cause. The Member shall notify the Board of the removal in writing within 10 days of acting to remove the Commissioner. The Commission shall notify BWSR of the vacancy within 30 days of receiving notice of the removal. The City Council shall act to fill the vacancy created by the removal within 90 days as provided in this Agreement.

- 3.3 Compensation and Expenses. Commissioners and Alternate Commissioners shall serve without compensation from the Commission. Commission funds may, but are not required to, be used to pay or reimburse the attendance fee for Commissioners and Alternate Commissioners to attend an in-state educational conference related to the Commission's business if authorized by the Board in advance of the conference. Other

expenses associated with attending a conference are not eligible for reimbursement by the Commission. Nothing herein prohibits a Member from choosing, in its sole discretion and cost, to compensate or reimburse the expenses of its Commissioner or Alternate Commissioner.

- 3.4 Board Officers. Each year at its February meeting the Board shall elect from among its Commissioners a Chair, Vice Chair, Secretary, and Treasurer. All such officers shall hold office for a term of one year until their successors have been duly elected by the Board. An officer may serve only while they remain a Member of the Board. A vacancy in an officer position shall be filled by Board election for the remainder of the unexpired term of such office.
- 3.5 Duties of Board Officers. The Chair shall serve as the presiding officer at Board meetings, execute documents on behalf of the Board, sign checks, and perform other duties and functions as may be determined by the Board. The Vice-Chair shall undertake the duties of the Chair in the absence or disability of the Chair. The Secretary shall maintain the records of the Commission, Board meeting minutes, ensure meetings are properly noticed, countersign documents with the Chair, and perform such other duties as assigned by the Board. The Secretary may delegate one or more specific duties of the position. The Treasurer shall oversee the Commission's budget and finances, sign checks, and perform such other duties as assigned by the Board.
- 3.6 Quorum. A majority of the Commissioners shall constitute a quorum. Less than a quorum may adjourn a scheduled meeting. A simple majority of a quorum is required for the Board to act unless a higher number of votes is required by law or this Agreement. A Board vacancy or the suspension of voting rights as provided herein shall temporarily reduce the number of Commissioners required for a quorum.
- 3.7 Meetings. The Board shall conduct meetings in accordance with the Minnesota Open Meeting Law (Minn. Stat., chap. 13D) and this section.
- (a) Regular Meetings. The Board shall develop a schedule of its regular meetings. The Board shall post the schedule on the Commission's website and provide a copy to each Member. The Secretary shall maintain a copy of the schedule of regular meetings. The Chair and Vice-Chair may cancel a meeting due to a lack of business items. The Secretary shall make a good faith effort to notify Commissioners of a meeting cancellation.
 - (b) Special Meetings. The Board may hold such special meetings as it may determine are needed to conduct the business of the Commission. A special meeting may be called by the Chair or by any two Commissioners. The Secretary shall post and provide notice of special meetings to the Commissioners. Emailing notices to Commissioners shall constitute sufficient notice under this Agreement.
 - (c) Annual Meeting. The February Board meeting shall constitute the annual meeting of the Commission.

- (d) Rules of Procedure. The Board shall conduct its meetings generally in accordance with the procedures set out in the most current version of Robert's Rules of Procedure without requiring strict conformance to its requirements. The Board may modify such rules as it determines is appropriate to facilitate the conducting of its business or adopt a different set of rules for its meetings. The Board may amend its rules from time to time as it determines is appropriate upon a majority vote of all Commissioners. The Board may also waive one or more specific rules as it determines are necessary to facilitate the conducting of its business. Voting and statutory requirements are not waivable.

SECTION IV POWERS AND DUTIES OF THE BOARD

- 4.1 Powers. The Board is authorized to exercise the powers in this section to carry out the purposes of the Commission.

- (a) Powers Granted. The Board shall have the following powers.
- (1) It may contract with or employ such persons or entities as it deems necessary to accomplish its duties and powers. Any employee may be on a full-time or part-time basis as the Board determines. Such employees and contracted consultants shall be considered Commission staff.
 - (2) It may contract for space, materials, supplies, and services to carry on its activities.
 - (3) It may acquire necessary personal property to carry out its powers and its duties.
 - (4) It shall prepare, adopt, implement in accordance with this Agreement, and update a Watershed Management Plan that satisfies the requirements of Minn. Stat. § 103B.231. The Watershed Management Plan shall address all items required by applicable laws and rules. In preparing said plan, the Board may consult with the engineering and planning staff of each Member and the Metropolitan Council and other public and private bodies to obtain and consider projections of land use, population growth, and other factors which are relevant to the improvement and development of the Watershed.
 - (5) It shall develop and adopt a capital improvement program as part of the Watershed Management Plan. The Board shall determine which projects to include in the capital improvement program.

- (6) It may undertake projects, including those provided in its capital improvement program, in accordance with the Watershed Management Plan and this Agreement. It may acquire a temporary interest in real property if required to facilitate a project.
- (7) It shall make necessary surveys or utilize other reliable surveys and data and develop projects to accomplish the purposes for which the Commission is organized.
- (8) It may cooperate or contract with the State of Minnesota, any political subdivision thereof, federal agency, or private or public organization to accomplish the purposes for which it is organized.
- (9) It shall regulate, conserve, and control the use of storm and surface water and groundwater within the Watershed.
- (10) It may contract for or purchase such insurance as the Board deems necessary for the protection of the Commission.
- (11) It may acquire, establish, and maintain devices acquiring and recording hydrological and water quality data within the Watershed. Devices acquired by the Board are owned by the Commission and shall be made available for use by Members as the Board determines is reasonable.
- (12) It may enter upon lands within or without the watershed to make surveys and investigations to accomplish the purposes of the Commission. The Commission shall be liable for actual damages resulting therefrom but every person who claims damages shall serve the Chair or Secretary of the Board with a Notice of Claim as required by Minn. Stat. § 466.05.
- (13) It shall provide any Member with technical data or any other information of which the Commission has knowledge which will assist the Member in preparing land use classifications or local water management plans within the Watershed.
- (14) It may provide legal and technical assistance in connection with litigation or other proceedings between one or more of its Members and any other political subdivision, commission, board, or agency relating to the planning or construction of facilities to drain or pond storm waters or relating to water quality within the Watershed. The use of Commission funds for litigation shall be only upon a favorable vote of a majority of the eligible votes of the then existing Members of the Commission. Such a vote is not required for the Board to expend Commission funds in the defense of a suit brought against the Commission or its Commissioners, in accordance with applicable laws, to the extent such costs are not paid by the Commission's insurer.

- (15) It may accumulate reserve funds for the purposes herein mentioned and may invest funds of the Commission not currently needed for its operations, in the manner and subject to the laws of Minnesota applicable to statutory cities.
 - (16) It may collect monies, subject to the provisions of this Agreement, from its Members, the County, and from any other source approved by a majority of its Board. The Board may accept gifts and seek and accept grants.
 - (17) It may make contracts, incur expenses, and make expenditures necessary and incidental to the effectuation of these purposes and powers and may disburse therefor in the manner hereinafter provided.
 - (18) It shall cause to be made an annual audit of the books and accounts of the Commission by a certified public accountant or the State Auditor, and shall transmit a copy of the annual audit to each Member, all in compliance with the requirements of M.R., part 8410.0150.
 - (19) Its books, reports, and records shall be available for and open to inspection by the Members at all reasonable times.
 - (20) It may recommend changes in this Agreement to the Members.
 - (21) It may exercise all other powers necessary and incidental to the implementation of the purposes and powers set forth herein and as outlined and authorized by the Act and such other law as may apply.
 - (22) It shall cooperate with the applicable state agencies in complying with the requirements of Minn. Stat., chap. 103G.
 - (23) Each Member reserves the right to conduct separate or concurrent studies on any matter under study by the Commission.
 - (24) It may define and designate subtrunk and subdistricts within the watershed, and shall have authority to separate the watershed into different subtrunks and subdistricts, and to allocate capital improvement costs to a subtrunk or subdistrict area if that district is the only area that benefits from the capital improvement.
 - (25) It shall establish a procedure for establishing citizen or technical advisory committees and to provide other means for public participation.
- (b) Powers Reserved. The Board shall not have any of the powers identified in this paragraph. Expressly identifying specific powers reserved to the Members is not

intended to expand, by negative implication, the powers granted above to the Board.

- (1) Eminent Domain. The Commission does not have the power of eminent domain. Any easements or other interests in land necessary to be acquired for an Improvement Project shall be acquired as provided below.
- (2) Real Property. The Commission shall not own any interest in real property. All interests in lands shall be held in the name of the Member wherein said lands are located. This provision does not prohibit the Commission from acquiring a temporary interest in real estate as needed to conduct studies, undertake a project, or to otherwise carry out its duties.
- (3) Bonding. The Commission does not have the power to issue certificates, warrants, or bonds.
- (4) Special Assessments. The Commission shall not have the power to levy a special assessment upon any privately or publicly owned land. All such assessments shall be levied by the Member wherein said lands are located. It shall have the power to require any Member to contribute the costs allocated or assessed according to the other provisions of this Agreement.
- (5) Land Use Regulations. The Commission shall not have the authority to regulate the use and development of land under Minn. Stat. § 103B.211, subd. 1(a)(3).

4.2 Collection or Diversion of Waters. Each Member agrees that it will not directly or indirectly collect or divert any additional surface water to West Mississippi or its tributaries without a project review by the Commission in accordance with the Water Management Plan. A Member may proceed with the construction or reconstruction of improvements within the individual Members' boundaries, and at its sole cost, upon the Board finding:

- (a) That there is an adequate outlet;
- (b) The construction is in conformance with the overall plan; and
- (c) The construction will not adversely affect other Members of this Agreement.

4.3 Local Water Plans.

- (a) Development. Each Member agrees to develop and maintain a Local Water Plan, capital improvement program, and official controls as necessary to bring local water management into conformance with the Watershed Management Plan. The development and implementation of Local Water Plans shall conform with all requirements of the Act, including Minn. Stat. § 103B.235 and Minn. R., part

8410.0160. In accordance with the Act, the Board shall approve or disapprove each local plan or any parts of each plan. The Members understand that the Watershed Management Plan, including the Commission's capital improvement program, must consist of local parts and therefore every effort shall be made by the Commission and all Members to coordinate local plans with the Watershed's overall plan, including planning for local plans at the same time the Watershed's overall plan is being developed.

- (b) Review. Each Member shall submit its proposed Local Water Plan to the Metropolitan Council and the Board for review as required by Minn. Stat. § 103B.235. The Board shall consider any comments on the Local Water Plan received from the Metropolitan Council and shall act on said plans in accordance with the Act.

- 4.4 Pollution Control and Water Quality. The Commission shall have the authority and responsibility to protect and improve water quality in the Watershed as this is one of the main purposes set forth in the Act. All Members agree that they will refuse to allow the drainage of sanitary sewage or industrial pollutants onto any land or into any watercourse or storm sewer draining into the Watershed. The Board may investigate on its own initiative, or request a Member to investigate, a complaint relating to pollution of surface water or groundwater draining into or affecting the Watershed. If the Board determines the Watershed is being polluted by an identifiable source, the Board may order the Member to abate this nuisance and each Member agrees that it will take all reasonable action available to it under the law to alleviate the pollution and to assist in protecting and improving the water quality of surface water and groundwater in the Watershed.
- 4.5 Boundary Changes. Any changes to the boundaries of the watershed shall be undertaken in accordance with Minn. Stat. § 103B.215.

SECTION V PROJECTS

- 5.1 Capital Projects and Non-Capital Projects. The Board may undertake, in conformity with this Agreement, Non-CIP Projects and CIP Projects. CIP Projects typically involve entering into a cooperative agreement with a Member, which has the Member assuming responsibility for letting the contract and overseeing construction of the project.
- 5.2 Process for Non-CIP Projects. The Board may initiate and undertake a Non-CIP Project upon a majority vote of all eligible Commissioners. If a Non-CIP Project is for a research project, feasibility study, or the like, the Board may proceed on its own. In such instances, the Commission may, with the approval of the Board, contract in its own name to complete such projects. If the Non-CIP Project is for implementation of a research project or study, a water quality project, maintenance, or the like, then the Board may only proceed in cooperation with the Member(s) where such projects will take place. In such instances, The Commission may contract in its own name to complete such projects

or enter into a cooperative agreement with a Member to have the Member undertake the project on its own or in cooperation with the Commission.

5.3 Process for CIP Projects. The process for undertaking a CIP Project is as follows.

- (a) Initiation. A CIP Project may be proposed by a Member or by the Board based on subwatershed assessments, lake/stream resource assessments, inspections, or a particular need or issue identified by a Member or the Board. A proposed project shall be submitted to the TAC and the Board to determine if there is sufficient support to proceed to a feasibility study.
- (b) Feasibility Study. If requested by the Board, the Commission Engineer, or other engineering firm, shall study the feasibility of a proposed CIP Project and report its findings to the TAC and the Board. The report shall include an opinion of probable cost and how the project would be funded. The Board shall consider the feasibility study and decide whether to proceed with the proposed project.
- (c) Plan Amendments. Proposed CIP Projects are amended into and made part of the Watershed Management Plan. The process the Commission must undertake to amend a CIP Project into the Watershed Management Plan depends on whether it constitutes a minor plan amendment or a major plan amendment as described below.
 - (1) Minor Plan Amendment. The addition of a proposed CIP Project to the Watershed Management Plan typically constitutes a minor plan amendment that can be accomplished following the process set out in the Watershed Management Plan and Minn. R., part 8410.0140, subpart 2. A public hearing is not required for a minor plan amendment.
 - (2) Major Plan Amendment. If a proposed amendment does not qualify as a minor amendment, the Commission must undertake the major plan amendment process to add the CIP project to the Watershed Management Plan. The major plan amendment process is set out in the amendment section of the Watershed Management Plan, Minn. Stat. § 103B.231, subd. 11, and Minn. R., part 8410.0140. The public hearing required under Minn. Stat. § 103B.231, subds. 11 & 7(c) for a major plan amendment may be held in conjunction with the public hearing required to request the County to levy funds for the project under Minn. Stat. § 103B.251, subds. 3 & 4, provided the requirements of both procedures can be satisfied at the single hearing.
- (d) Public Hearing. If the Board proposes to pay any portion of a CIP Project with funds to be raised through a County levy under Minn. Stat. § 103B.251, the Board must call and conduct a public hearing as provided in the statute and this paragraph. A public hearing is not required if the CIP Project is funded entirely from funds on hand, grants, or a combination thereof, and does not require the Board to certify any project costs to the County to be levied under Minn. Stat. §

103B.251. When a public hearing is required, it shall be conducted in accordance with the following.

- (1) Calling. The Board must act by motion or resolution to call a public hearing on the proposed CIP Project. The Board shall set the date, time, and place for the public hearing.
- (2) Notice. The Board shall provide notice of the public hearing in accordance with Minn. Stat. § 103B.251, subd. 3.
- (3) Conducting. The Board shall conduct the public hearing at the scheduled date, time, and place to hear from the public and to consider the proposed CIP Project. Prior to taking public comment, the Commission Engineer shall provide a brief overview of the proposed CIP Project, an estimate of project cost, and a description of how the project will be funded.
- (4) Board Decision. Once the public input portion of the public hearing is closed, the Board shall discuss and decide whether to approve the proposed CIP Project. The Board shall act by resolution to approve a CIP Project, which shall require a favorable vote by two-thirds of all eligible votes of the then existing Commissioners. The resolution shall, at minimum, order the project, identify the responsible engineer, identify the Member responsible for letting the contract and overseeing construction, set out the estimated cost and funding sources, authorize the Commission to enter into a cooperative agreement with the responsible Member, and certify a levy to the Hennepin County Auditor for the amount to be levied by the County for the project.

5.4 Responsible Member.

- (a) Member Projects. The Board shall work with Members to facilitate the completion of specific Non-CIP Projects and CIP Projects within their jurisdictional boundaries in accordance with the Watershed Management Plan. For any project that will be constructed by one or more Members and reimbursed by the Commission, to the extent authorized by the Board, the Member(s) responsible for implementing the project and the Board shall negotiate a cooperative agreement, in good faith, providing for terms and conditions related to the project and any such reimbursement. If any portion of the project is funded by a grant obtained by the Commission, the cooperative agreement shall include a subgrant agreement requiring the responsible Member to be responsible for complying with the applicable terms and conditions of the grant agreement. The terms of this paragraph shall also apply to any Commission project that may be constructed by any other entity, public or private, if construction by such entities is deemed appropriate by the Commission.

- (b) Commission Projects. The Commission, if approved by the Board, is authorized to undertake and contract for a CIP Project that is not required to be let by sealed bid under Minn. Stat. § 471.345. Such contracts shall be let in the Commission's name and must be in accordance with the Watershed Management Plan and all applicable laws and regulations related to public procurement and contracting. Approval of Commission contracts for CIP Projects shall require a favorable vote by two-thirds of all eligible votes of then existing Commissioners.

5.5 Contracts for Improvements.

- (a) Letting Contracts. All contracts for projects ordered by the Commission shall comply with the requirements of laws applicable to contracts let by the respective Member making such contract. The Commission shall not have the authority to contract in its own name for any work for which a special assessment will be levied against any private or public property under the provisions of Minn. Stat., chap. 429 or any city charter, and such contracts shall be awarded by action of the City Council of a Member and shall be in the name of said Member. This subsection shall not preclude the Commission from proceeding under Minn. Stat. § 103B.251 or from otherwise proceeding under this Agreement for projects that will not be specially assessed under Minn. Stat., chap. 429.
- (b) Contract Administration. All improvement contracts will be duly supervised by the Member awarding the contract, provided, however, that the Commission shall be authorized to observe and review the work in progress and the Members agree to cooperate with the Commission staff in accomplishing the purposes of this Commission. Representatives of the Commission shall also have the right to enter upon the place or places where any improvement work is in progress for the purpose of making reasonable tests and inspections. Commission staff shall report, advise, and recommend to the Board on the progress of said work.

5.6 Land Acquisition. Because the Commission does not have the power to acquire real property, the Members agree that any and all permanent easements or interests in land which are necessary for any project will be negotiated or condemned in accordance with all applicable laws by the Member wherein said lands are located, and each Member agrees to attempt to acquire the necessary easements or interests in such land upon order of the Commission to accomplish the purposes of this Agreement. All reasonable costs of said acquisition shall be considered as a cost of the respective improvement. If a Member determines it is in the best interests of that Member to acquire additional lands in conjunction with the taking of lands for the Commission-ordered improvement, or for some other purpose, the costs of said acquisition will not be included in the improvement costs of the ordered project. The Board in determining the allocation of the improvement costs may take into consideration the land use for which said additional lands are being acquired and may credit the acquiring Member for said land acquisition to the extent that it benefits the other Members of this Agreement. Any credits may be applied to the cost allocation of the improvement project under construction or the Board, if feasible and necessary, may defer said credits to a future project.

5.7 CIP Project Funding.

- (a) Member Contributions. The Member responsible for constructing a CIP Project, together with any other identified benefiting Members, shall contribute toward the project such amounts as identified in the Board's resolution ordering the project and in accordance with the terms of the cooperative agreement entered into for the project.
- (b) Commission Contributions. The Commission shall contribute toward the project such amounts as identified in the Board's resolution ordering the project and in accordance with the terms of the cooperative agreement entered into for the project. The contribution from the Commission may include grant funds it has received for the project. In such cases, the Board and the responsible Members enter into a subgrant agreement, which may be part of the cooperative agreement, setting out the obligations of the Member to ensure compliance with the grant requirements. The Commission's contribution is in addition to any amounts contributed by Members or other private or public entities. If the Commission's contribution is dependent on an amount to be levied by the County, the contribution is contingent on the Commission receiving such amount from the County.
- (c) Maintenance Levy. The Commission may establish a maintenance fund to be used for normal and routine maintenance of a work of improvement constructed in whole or part with money provided by Hennepin County. As provided in Minn. Stat. § 103B.251, subd. 9, the Board may impose, with the County's consent, an ad valorem levy on all property located within the territory of the Watershed or a subwatershed unit. The levy shall be certified, levied, collected, and distributed as provided in Minn. Stat. §§ 103D.915 and 103D.921, as amended, and shall be in addition to any other money levied and distributed by the County to the Commission. Mailed notice of any hearing required under the aforementioned statutes shall be sent to the clerk of each Member municipality at least 30 days prior to the hearing. The proceeds of said maintenance levy shall be deposited in a separate maintenance and repair account to be used only for the purpose for which the levy was made.

5.8 Cost Allocation for CIP Projects. All capital costs incurred by the Commission shall be apportioned to the respective Members on any of the following bases.

- (a) County Levy. If the project is constructed and financed pursuant to Minn. Stat. § 103B.251, the Members understand and agree that said costs will be levied on all taxable property in the Watershed as set forth in said statute.
- (b) Negotiated Amount. A negotiated amount to be arrived at by the Members who have lands in the subdistrict responsible for the capital improvement.
- (c) Tax Capacity and/or Total Area.

- (1) Fifty percent of all capital costs or the financing thereof shall be apportioned to each Member on the basis of the net tax capacity of each Member within the boundaries of the Watershed each year to the total net tax capacity in the Watershed.
- (2) Fifty percent of all capital costs or the financing thereof shall be apportioned to each Member on the basis of the total area of each Member within the boundaries of the Watershed each year to the total area in the Watershed.
- (3) Capital costs allocated under the 50% area/50% net tax capacity formula set forth above may be varied by a two-thirds vote of the Commission if:
 - (i) any Member community receives a direct benefit from the capital improvement which benefit can be defined as a lateral as well as a trunk benefit, or
 - (ii) the capital improvement provides a direct benefit to one or more Members which benefit is so disproportionate as to require in a sense of fairness a modification in the 50/50 formula.
- (4) Any credits to due a Member for lands acquired by said Member to pond or store storm and surface water as provided herein shall be allowed against costs due under this section.

5.9 Emergency Projects. The Commission may perform emergency projects in accordance with Minn. Stat. § 103B.252.

SECTION VI FINANCES

6.1 Generally.

- (a) Authority. The Commission funds may be expended by the Board in accordance with this Agreement and in accordance with the procedures as established by law and in the manner as may be determined by the Board.
- (b) Funds. The Commission shall have a general fund and may establish such other funds and accounts as it may determine are needed. The Commission has established a Capital Improvement Program Closed Project Account into which any levied funds remaining after the completion of a CIP Project are placed. Funds in the CIP Closed Project Account shall only be expended in accordance with a policy adopted by the Board for an authorized purpose.

- (c) Disbursements. In no event shall there be a disbursement of Commission funds without the signature of at least two Board officers, one of whom shall be the Treasurer or the Treasurer's authorized deputy.
 - (d) Treasurer Bond. The Treasurer shall be required to file with the Secretary of the Board a bond in the sum of at least \$10,000 or such higher amount as shall be determined by the Board. The Commission shall pay the premium on said bond.
 - (e) Depository. The Board shall designate one or more national or state bank or trust companies, authorized by Minn. Stat., chaps. 118A and 427, or such other law as may apply, to receive deposits of public moneys and to act as depositories for the Commission funds.
- 6.2 Commission's General Fund. The Commission's general fund is funded by an annual contribution from each Member and is used to pay for general administration purposes including, but not limited to, salaries, rent, supplies, development of the Watershed Management Plan, engineering and legal expenses, insurance, and bonds, and to purchase and maintain any personal property deemed necessary by the Commission in furtherance of its purposes and powers as articulated in this Agreement. Said funds may also be used for normal maintenance of any facilities, but any extraordinary maintenance or repair expense shall be treated as an improvement cost and processed in accordance with the provisions for CIP Project funding under this Agreement. The annual contribution by each Member shall be based fifty percent (50%) on the net tax capacity of all property within the Watershed and fifty percent (50%) on the basis of the total area of each Member within the boundaries of the Watershed each year to the total area in the Watershed.
- 6.3 Operating Budget. The Board shall annually prepare, adopt, and submit an annual operating budget as provided in this section.
- (a) Adoption. On or before July 1 of each year, the Board shall adopt a detailed budget for the ensuing year and decide upon the total amount necessary for the Commission's general fund. Budget approval shall require a favorable vote by a majority of all eligible votes of the then existing Commissioners.
 - (b) Budget Cap. The total operating budget amount, excluding any grants, in a year shall not exceed the budget cap established as part of the prior joint powers agreement and that has been adjusted each year based on the consumer price index. The original budget cap was established in 2004 at \$262,750 and has been modified each year since based, pro rata, on the annual change in the consumer price index (U.S. City Average, All Items, All Urban Consumer) to the end of the second quarter of the preceding year. In 2024, the budget cap was \$446,740. The budget cap shall continue to be calculated each year by the Administrator and the operating budget prepared by the Commission for a year shall not exceed the budget cap calculated for that year. The only way the Commission's operating budget may exceed the budget cap is if a majority of all the Members expressly

consent to the proposed operating budget exceeding the cap. If a proposed operating budget that exceeds the budget cap is not consented to by a majority of Members, the Commission must adjust its final operating budget so it does not exceed the budget cap.

- (c) Funding. The Commission's annual operating budget is funded by an annual assessment placed on the Members, subject to certain caps, as provided herein.
- (d) Caps on Member Assessments. The amount annually assessed each Member to fund the operating budget shall not exceed the following caps, unless authorized as provided herein.
 - (1) Percentage Cap. The amount to be assessed Members under the proposed budget shall not exceed 120% of the amount assessed Members under the previous year's budget, unless the City Council of each Member adopts a resolution approving the increase.
 - (2) Tax Capacity Cap. The amount of a Member's annual contribution to the operating budget shall not exceed one-half of one percent of the net tax capacity of the Member's total area located within the Watershed.
- (e) Budget Certified to Members. On or before July 1st, the Secretary or the Commission Administrator shall certify the operating budget to the clerk of each Member, together with a statement of the proportion of the budget to be assessed and paid by each Member. If the proposed operating budget results in any of the caps established herein being exceeded, the budget sent to the Members for review must be accompanied by a letter clearly notifying the Members of the cap being exceeded, the reasons for the proposed exceedance, and the Member approval required to approve the proposed budget. If the approvals required herein to exceed the cap are not obtained, the total budget or assessment amount shall not exceed the capped amount.
- (f) Member Review. The City Council of each Member agrees to review the proposed budget provided by the Commission. If any Member has any objections, they must submit them in writing to the Board prior to August 1. Upon the receipt of any such written objections, the Board shall set a date to hear the Member's objections and shall provide all Members notice of the hearing and a copy of the written objections. After hearing the objections, the Board may modify, amend, or affirm the proposed budget by majority of all eligible votes of the then existing Commissioners.
- (g) Finalized. The proposed operating budget shall be considered final if no Member files an objection by August 1st. If a timely objection is received, the Board shall act to finalize the operating budget after conducting a hearing on the objections. The Board shall provide a copy of the final operating budget to each Member. If

there are objections, the Board shall include its findings and decision regarding such objections with the final operating budget.

6.4 Supplemental Budget.

- (a) Insufficient Funds. If the Board determines it will not have sufficient funds in the Commission's general fund to pay its obligations or to otherwise fund Commission operations in the present year, the Board may adopt a supplemental budget to raise additional funds as provided herein.
- (b) Public Hearing. The Board shall call a public hearing on the proposed supplemental budget and provide at least 10 days' written notice of the hearing, together with a copy of the proposed supplemental budget, to each Member.
- (c) Adoption. After conducting the public hearing, the Board may adopt the supplemental budget by a favorable vote of a majority of all eligible votes of the then existing Commissioners. The Board shall notify each Member of the adopted supplemental budget and the amount of additional assessment to be paid by each Member.
- (d) Cap. In no case may a supplemental budget cause the total operating budget to exceed either cap established in the "Caps on Member Assessments" paragraph above. The total operating budget shall not exceed the budget cap identified above unless it is approved by a majority of all the Members.
- (e) Additional Assessment. Members agree to pay their additional assessment to the Commission within 60 days of adoption of the supplemental budget.

6.5 Default. Any Member who is more than 60 days in default in contributing its share to the operating budget or to a CIP Project shall have the vote of its Commissioner suspended pending the payment of its proportionate share. Any Commissioner whose vote is under suspension shall not be considered for the purposes of determining a quorum or for determining the sufficiency of a vote.

**SECTION VII
TERMINATION AND DISSOLUTION**

- 7.1 Termination. This Agreement may be terminated prior to January 1, 2045 by the unanimous consent of the Members. If the Agreement is to be terminated, a notice of the intent to dissolve the Commission shall be sent to the Board of Water and Soil Resources and to Hennepin County at least 90 days prior to the date of dissolution.
- 7.2 Dissolution. In addition to the manner provided herein for terminating this Agreement, any Member may petition the Board to dissolve the Agreement. Upon 90 days notice in writing to the clerk of each Member governmental unit and to the Board of Water and Soil Resources and to Hennepin County, the Board shall hold a hearing and upon a

favorable vote by a majority of all eligible votes of then existing Commissioners, the Board may by Resolution recommend that the Commission be dissolved. Said Resolution shall be submitted to each Member governmental unit and if ratified by three-fourths of the City Councils of all eligible Members within 60 days, said Board shall dissolve the Commission allowing a reasonable time to complete work in progress and to dispose of personal property owned by the Commission.

- 7.3 Distribution of Assets. If this Agreement is terminated and not replaced with a new agreement providing for the continued operation of the Commission, or if the Commission is dissolved, all property of the Commission shall be sold and the proceeds thereof, together with monies on hand, shall be distributed to the eligible Members of the Commission. Such distribution of Commission assets shall be made in proportion to the total contribution to the Commission as required by the last annual budget.

SECTION VIII MISCELLANEOUS PROVISIONS

- 8.1 Term. This Agreement shall be effective as of January 1, 2025 and shall remain in effect until January 1, 2045, unless terminated earlier as provided herein. The Members may agree to continue this Agreement as the preferred method for addressing their obligation to address surface water issues under law.
- 8.2 Mediation. The Members agree that any controversy that cannot be resolved between Members shall be submitted to mediation. Mediation shall be conducted by a mutually agreeable process by all Members. If the Members are not able to mutually agree on a mediator, the party and the Board shall each select a mediator and the two mediators shall select a third. Each party to the mediation shall be responsible for the cost of the mediator it selected and shall share equally in the costs of the mediation and of the third mediator.
- 8.3 Data Practices. The Commission shall comply with the requirements of Minnesota Statutes, chapter 13, the Minnesota Government Data Practices Act (“Act”). Any entity with which the Commission contracts is required to comply with the Act as provided in Minn. Stat. § 13.05. The contractor shall be required to notify the Board if it receives a data request and to work with the Commission to respond to it.
- 8.4 Amendments. The Board may recommend changes and amendments to this Agreement to the governing bodies of the Members. Amendments shall be adopted by all governing bodies of the Members. Adopted amendments shall be evidenced by appropriate resolutions or certified copies of meeting minutes of the governing bodies of each party filed with the Board and shall, if no effective date is contained in the amendment, become effective as of the date all such filings have been completed.
- 8.5 Waiver. The delay or failure of any party of this Agreement at any time to require performance or compliance by any other party of any of its obligations under this

Agreement shall in no way be deemed a waiver of those rights to require such performance or compliance.

- 8.6 Headings and Captions. The headings and captions of these paragraphs and sections of this Agreement are included for convenience or reference only and shall not constitute a part hereof.
- 8.7 Entire Agreement. This Agreement, including the recitals and the official boundary map (which are incorporated in and made part of this Agreement), contains the entire understanding among the Members concerning the subject matter hereof. This Agreement supersedes and replaces the prior joint powers agreement among the Members regarding the Commission and such prior agreement is hereby terminated. Any outstanding obligations of the Members under the prior agreement are not affected by the termination and shall be continued under this Agreement.
- 8.8 Examination of Books. Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of the Board are subject to examination by the State.
- 8.9 Governing Law. The respective rights, obligations, and remedies of the Members under this Agreement and the interpretation thereof shall be governed by the laws of the State of Minnesota which pertain to agreements made and to be performed in the State of Minnesota.
- 8.10 Counterparts. This Agreement shall be executed in several counterparts and all so executed shall constitute one Agreement, binding on all of the Members hereto. Each party to the agreement shall receive a fully executed copy of the entire document following adoption by all Members.
- 8.11 Enforcement. Members agree to be bound by the determination of the Commission and to agree to use their best efforts to carry out directives from the Commission; failure to respond may result in a legal action by the Commission to require the Member to act under a court order.
- 8.12 Notice. To the extent this Agreement requires a notice to be mailed to a Member, the notice requirement may be satisfied by the Commission emailing the notice to its primary contact for the Member.
- 8.13 Statutory References. All references to statutes in this Agreement include any amendments made thereto and any successor provisions.

IN WITNESS WHEREOF, the Members have entered into this Agreement by action of their respective governing bodies effective as of January 1, 2025.

CITY OF BROOKLYN PARK

Adopt on _____, 2024.

Mayor

Attest: _____
City Clerk

Shingle Creek and West Mississippi Watershed Commissions



www.shinglecreek.org

What do the Watershed Commissions do?

We partner with cities, property owners, and others to protect and improve lakes, streams, and wetlands. The Watershed Commissions:

- Monitor water quality in lakes and streams
- Set policy and standards
- Support cities with their NPDES permits
- Provide education and outreach programming
- Complete feasibility studies for potential projects
- Collaboratively implement water quality and flood mitigation projects
- Leverage grant funding and partnerships to move projects forward

We are governed by citizen boards and advised by a technical advisory committee of key city staff.

What is the history of the Commissions?

The Commissions' roots go back to the early 1970s, when seven cities jointly funded the Shingle Creek Basin Management Study. The cities saw an opportunity in jointly managing the watersheds through common standards, water quality monitoring, and evaluations of flooding potential. The Shingle Creek and West Mississippi Watershed Management Commissions (SCWM) were officially established in 1984 after the 1982 Surface Water Management Act required the Metro area be divided into drainage areas. These areas are under the planning and oversight of watershed management organizations (WMOs) based on drainage boundaries rather than county or municipal boundaries.

Shingle Creek and West Mississippi Watershed Member Cities

Brooklyn Center (SC and WM)
Brooklyn Park (SC and WM)
Crystal (SC only)
Champlin (WM only)
Maple Grove (SC and WM)
Minneapolis (SC only)
New Hope (SC only)
Osseo (SC and WM)
Plymouth (SC only)
Robbinsdale (SC only)

Minnesota Statutes allowed cities to form either a watershed district or a joint powers commission. The cities did not wish to create "another layer of government," or more importantly, another taxing body. The joint powers type of organization was selected because cities believed it provided the best balance of watershed wide policies and strategies while retaining flexibility and local input at the lowest cost.

Why are Shingle Creek and West Mississippi separate WMOs?

At the time the WMOs were established, the landscape in the two watersheds was very different. There are 16 lakes and several streams in Shingle Creek, and the land was more developed. The water resources in West Mississippi were primarily wetlands, and there were still agricultural lands. The cities decided to establish separate watershed entities, but over time with development they have become more alike. Currently they operate as "sister" organizations, planning and operating jointly but maintaining their distinct identities.

Read more about our accomplishments! ➡

Water quality in the lakes has improved!

When evaluated in the early 2000s, 13 of the 16 lakes in the watershed did not meet state water quality standards for nutrients and were listed as “Impaired Waters,” with poor water clarity, excessive algae blooms, and degraded aquatic ecosystems. The Commission and cities implemented plans of action and five of those lakes now meet standards and have been “delisted.” Several other lakes are currently under active management and improving.

Water quality in the streams has gotten better...to a point.

Long-term monitoring shows nutrients and sediment are improving in Shingle and Bass Creeks, from a combination of stream stabilization and other projects, better erosion control and enhanced street sweeping. Unfortunately, chloride concentrations from road salt remain stubbornly high.

We’re partnering with other WMOs to expand our reach and resources.

The West Metro Water Alliance (WMWA) is a partnership between SCWM and Elm Creek and Bassett Creek WMOs. WMWA pools resources to offer education and outreach throughout the four watersheds. A notable program is Watershed PREP that provides classroom instruction to fourth graders. *Over 22,000 students have participated.*

This education partnership was recently expanded to include Hennepin County and the Richfield-Bloomington WMO, who help fund a shared education coordinator dedicated to developing and delivering common messaging and coordination.

More information can be found on the Commissions’ website
www.shinglecreek.org.

STATUS OF LAKES

Meet Standards:

- Schmidt
- Lower Twin
- Ryan
- Bass
- Pomerleau

Current Projects:

- Meadow
- Crystal
- Eagle
- Pike

What are some of these projects?

Over the last 10 years, the Commission was awarded over \$3.5 million in grants for water quality improvement projects. The Commission provided over \$5 million in cost-share funds to help cities undertake nearly 30 projects, including the award-winning Becker Park Infiltration Project in Crystal; channel stabilization projects on Shingle Creek and Bass Creek; alum treatments on Bass, Pomerleau, Crystal and Meadow Lakes; carp management on Crystal and Twin Lakes; and a drawdown of Meadow Lake.

What’s coming up?

Some exciting city/watershed actions planned or underway are:

- Phosphorus load reductions in Eagle and Pike Lakes in Maple Grove/Plymouth
- Continued invasive carp management in Crystal and Twin Lakes
- Additional Shingle Creek stream restoration projects in Brooklyn Park and Minneapolis
- Collaborative work toward Mississippi Riverbank restorations in Brooklyn Park
- Increased emphasis on reducing chloride and bacteria pollution in our waters
- An ongoing assessment of climate vulnerabilities and resiliency actions
- Enhanced outreach and engagement with our increasingly more diverse population

City of Brooklyn Park

Request for Council Action

Agenda Item:	4.2	Meeting Date:	September 9, 2024
Agenda Section:	Consent	Originating Department:	Community Development
Resolution:	N/A		Megan Bookey, Program Assistant III
Ordinance:	N/A		
Attachments:	N/A		
Item:	Approve a Tetrahydrocannabinol (THC) for Kwik Trip, Inc. dba Kwik Trip, Located at 9495 Noble Pkwy N. Brooklyn Park, MN 55443 and 5801 96 th Ave. N. Brooklyn Park, MN 55443		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO APPROVE A TETRAHYDROCANNABINOL (THC) LICENSE FOR KWIK TRIP INC. DBA KWIK TRIP, LOCATED AT 9495 NOBLE PKWY N, BROOKLYN PARK, MN 55443

MOTION _____, SECOND _____, TO APPROVE A TETRAHYDROCANNABINOL (THC) LICENSE FOR KWIK TRIP INC. DBA KWIK TRIP, LOCATED AT 5801 96TH AVE N, BROOKLYN PARK, MN 55443

Overview:

Kwik Trip is applying for THC sales licenses at its two Brooklyn Park locations. Both THC license applications have been approved and the police department has completed their investigation of the applicant. There are no known code violations at either property and the Police and Community Development Departments recommend approval of these THC Sales licenses.

Background:

On July 1, 2022 the Minnesota legislature legalized the sale of limited amounts of Tetrahydrocannabinol (THC), which is the intoxicating component within the hemp plant. THC can be extracted from the plant and added to edibles and beverages for consumption. State law requires that these products contain no more than 0.3% of any THC total, no more than five milligrams of THC per serving, and no more than 50 milligrams of THC per package. The law prohibits the sale of edible THC products to anyone under the age of 21 and contains several requirements regarding labeling and packaging.

Ordinance Requirements:

The THC ordinance and licensing requirements include regulations from State law and City code including:

- Businesses must have a license approved by the city council to sell THC products effective March 1, 2023.
- Customers must be 21 years old to purchase THC products, and it is a petty misdemeanor violation for anyone under 21 to possess licensed products.
- Customers must provide a valid government issued photo identification for purchase upon request.
- Products must be located behind a counter or in a locked case requiring store employees to access.
- License applicants must pass a background check prior to license approval.
- Compliance checks and business inspections are required to ensure compliance with regulations.

- Annual license fee of \$1,000 and background check fee of \$500
- The total number of THC licenses allowed in the city proposed at 15 per each of three city council districts (east, central, west) and 45 total licenses allowed in the city based on discussion with the city council during the first reading.
- THC licenses are allowed in all retail areas except within 300 feet of a school.
- Penalties for violations and appeal processes are comparable to tobacco compliance processes.

THC Business Locations:

Business Name	Location	Council District	West	Central	East
A&J Tobacco	8058 Brooklyn Blvd	West	X		
A1 Smokes and Vapes	3015 85th Ave	East			X
Boone Tobacco	6284 Boone Ave	West	X		
BP Smoke Shop	7654 Brooklyn Blvd	East			X
BP Smoke Shop	7642 Brooklyn Blvd	East	X		X
Brooklyn Grocery	6321 Zane Ave N	West	X		
Cellar's Wine & Spirits	7944 Brooklyn Blvd	West	X		
Cub Liquor	7555 W Broadway	West	X		
E-Cig Market	8413 West Broadway	West	X		
E-Vapor and Tobacco	4658 85th Ave	Central		X	
Fast N Fresh	6321 Zane Ave N	West	X		
Good Zen	8509 Jefferson Ln	West	X		
Ike's Wine & Spirits	9682 Colorado Ln	West	X		
Kwik Trip (new)	9495 Noble Pkwy			X	
Kwik Trip (new)	5801 96th Ave N			X	
Love is an Ingredient	6276A Boone Ave	West	X		
Love is an Ingredient	8505 Jefferson Ln	West	X		
New Superette	6290 Boone Ave	West	X		
Palmer Lake VFW	2817 Brookdale Drive	East			X
Pixie Liquor	1512 Brookdale Dr	East			X
Speedy Market & Tobacco	7401 Regent Ave	East			X
Tobacco for Less	9334 Zane	Central		X	
Tobacco Plus	1436 - 85th Ave	East			X
Up North Liquor	9570 Noble Pkwy N	Central		X	
Winner Gas	1500 Brookdale Dr	East			X
		Totals	13	5	8

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues:

THC prorated license fee of \$500 will be added to the general fund.

Attachments: N/A

City of Brooklyn Park

Request for Council Action

Agenda Item:	4.3	Meeting Date:	September 9, 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 September 23, 2024, to Consider the Issuance of 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 SET A PUBLIC HEARING ON SEPTEMBER 23, 2024, TO CONSIDER THE ISSUANCE OF 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.

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 September 23, 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, September 23, at 6:00 p.m. or soon thereafter to consider the issuance of an Off-Sale Intoxicating Liquor License for Sri Radha Radhika LLC, doing business as Kelly's Liquor, located at 3210 Brookdale Drive N.

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 September 12, 2024.

City of Brooklyn Park Request for Council Action

Agenda Item:	4.4	Meeting Date:	September 9, 2024
Agenda Section:	Consent	Originating Department:	Community Development Rental and Business Licensing
Resolution:	N/A	Prepared By:	Megan Bookey, Program Assistant III
Ordinance:	N/A		
Attachments:	N/A		
Item:	Approve a Temporary On-Sale Liquor License for Palmer Lake VFW for their Palmer Lake Fall Freedom Festival to be held September 14, 2024, at 2817 Brookdale Drive N		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO APPROVE A TEMPORARY ON-SALE LIQUOR LICENSE FOR PALMER LAKE VFW FOR THEIR PALMER LAKE FALL FREEDOM FESTIVAL TO BE HELD SEPTEMBER 14, 2024, AT 2817 BROOKDALE DRIVE N.

Overview:

Palmer Lake VFW is hosting their Fall Freedom Festival on September 14, 2024, at 2817 Brookdale Dr. N. The hours of the event are 1 p.m. to 10 p.m. in the parking lot. 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:	4.5	Meeting Date:	September 9, 2024
Agenda Section:	Consent	Originating Department:	Community Development
Resolution:	X		
Ordinance:	N/A		
Attachments:	2		
Item:	Rivers Edge (DEV21-128) – Resolution Update		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-_____ UPDATING RESOLUTION 2022-58 APPROVING A CONDITIONAL USE PERMIT FOR AN ASSISTED LIVING FACILITY 9415 WEST RIVER ROAD.

Overview:

Applicant George Barr's request for a Conditional Use Permit for an assisted living facility at 9415 West River Road was approved at the June 27, 2022 City Council Regular Meeting. An extension was granted for one year, as permitted by the zoning code (152.302). Within the extension timeframe a grading permit was approved by the Engineering Division, however work had not commenced on this project. Grading permits are valid for one year after approval, and the permit for site work is considered valid until December 2024. Due to the language of the code in which a permit must be granted during the one-year timeframe, the approvals for this site are still valid. With the fluctuating cost of construction, staff required updated bonding and escrow numbers to ensure completion of the project as the bids submitted for the project initially have since expired.

Primary Issues/Alternatives to Consider:

1. Approve update to Resolution 2022-58 to reflect current bids.
2. Deny request to update Resolution 2022-58 and maintain original bonding figures.

Budgetary/Fiscal Issues: N/A

Attachments:

- 4.5A RESOLUTION
- 4.5B RESOLUTION 2022-58

RESOLUTION #2024-

RESOLUTION UPDATING RESOLUTION 2022-58 APPROVING A CONDITIONAL USE
PERMIT FOR AN ASSISTED LIVING FACILITY 9415 WEST RIVER ROAD

Planning Commission File #21-128

WHEREAS, George Barr, Barr Construction, LLC, made an application for a Conditional Use Permit (CUP) on behalf of Pristenville Investment, LLC to develop a 34-unit assisted living facility under the provisions of Chapter 152 of the City Code on property legally described as:

See EXHIBIT A

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park that the Conditional Use Permit for an assisted living facility is hereby granted subject to the following conditions:

1.00 DRAWINGS

1.01 The following plans and drawings on file in the City Clerk's office are approved, subject to conditions in the sections that follow.

- (1) Rivers Edge Stormwater Management Plan, Demarc, May 4, 2021
- (2) Noise Study and Mitigation Plan for 9415 West River Road, Central Acoustics, April 21, 2022
- (3) Rivers Edge Site Development Plans, DeMarc, May 19, 2022
- (4) Fire Truck Turning Movements, DeMarc, May 19, 2022
- (5) Exterior Elevations (A201), Design Group C, LLC, April 12, 2022
- (6) Landscape Plan (L101, L102), Design Group C, LLC, May 15, 2022 (See conditions 4.11, below)
- (7) Lighting Layout, Rouzer Group, November 10, 2021

2.00 BONDS, ESCROWS AND DIRECT PAYMENTS

2.01 A Development Contract and bonding shall be required. A development bond or letter of credit in the amount of **\$606,700.00**, a cash bond in the amount of **\$31,900.00**, and a developer's escrow in the amount of **\$19,100.00** 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.

2.02 Payment of any special assessments on the property.

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 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.
- 4.05 Adequate dumpsters must be on site during construction of utilities and buildings. When full, they must be emptied immediately or replaced with an empty dumpster.
- 4.06 During construction, streets must be passable at all times, free of debris, materials, soils, snow, and other obstructions.
- 4.07 Snow must not be stored on any parking space. In the event landscaped areas or storm water basins are full, snow must be hauled off site.
- 4.08 The conditional use permit remains with the property as long as the property and use are in compliance with the conditions contained herein. The permit expires if the use has been discontinued for more than 364 consecutive days from the date that the use ceased, or the business owner fails to meet the certification requirements of the conditional use permit.
- 4.09 If the holder of the conditional use permit fails to comply with the terms and conditions of this resolution, the city may impose penalties or discipline for noncompliance, which may include revocation of the permit in accordance with § 152.035(H)(1) of the Municipal Code.
- 4.10 This resolution must be recorded with the Hennepin County Recorder's office prior to issuance of building permits.
- 4.11 The applicant shall supply a revised landscape plan at the time of building permit that:
- a. Provides plantings surrounding the electrical equipment on the east side of the building that are consistent with landscaping requirements per 152.375(A), which calls for evergreen plants that achieve a minimum opacity of 80% at maturity.
 - b. Provides an irrigation system per 152.378 of the zoning ordinance.
 - c. Depicts the placement of all proposed trees on the subject property.

- 4.12 The applicant shall record a signed stormwater maintenance agreement with Hennepin County.

EXHIBIT A

Tract B, Registered Land Survey Number 0572, Hennepin County, Minnesota, excluding the road.

RESOLUTION #2022-58

RESOLUTION APPROVING A CONDITIONAL USE PERMIT
TO DEVELOP AN ASSISTED LIVING FACILITY AT 9415 WEST RIVER ROAD

Planning Commission File #21-128

WHEREAS, George Barr, Barr Construction, LLC, made an application for a Conditional Use Permit (CUP) on behalf of Pristenville Investment, LLC to develop a 34-unit assisted living facility at 9415 West River Road, Hennepin County, Minnesota; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park that the Conditional Use Permit for an assisted living facility is hereby granted subject to the following conditions:

1.00 DRAWINGS

1.01 The following plans and drawings on file in the City Clerk's office are approved, subject to conditions in the sections that follow.

- (1) Rivers Edge Stormwater Management Plan, Demarc, May 4, 2021
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- (3) Rivers Edge Site Development Plans, DeMarc, May 19, 2022
- (4) Fire Truck Turning Movements, DeMarc, May 19, 2022
- (5) Exterior Elevations (A201), Design Group C, LLC, April 12, 2022
- (6) Landscape Plan (L101, L102), Design Group C, LLC, May 15, 2022 (See conditions 4.11, below)
- (7) Lighting Layout, Rouzer Group, November 10, 2021

2.00 BONDS, ESCROWS AND DIRECT PAYMENTS

2.01 A Development Contract and bonding shall be required. A development bond or letter of credit in the amount of **\$380,400.00**, a cash bond in the amount of **\$20,000.00**, and a developer's escrow in the amount of **\$12,000.00** 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.

2.02 Payment of any special assessments on the property.

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 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.
- 4.05 Adequate dumpsters must be on site during construction of utilities and buildings. When full, they must be emptied immediately or replaced with an empty dumpster.
- 4.06 During construction, streets must be passable at all times, free of debris, materials, soils, snow, and other obstructions.
- 4.07 Snow must not be stored on any parking space. In the event landscaped areas or storm water basins are full, snow must be hauled off site.
- 4.08 The conditional use permit remains with the property as long as the property and use are in compliance with the conditions contained herein. The permit expires if the use has been discontinued for more than 364 consecutive days from the date that the use ceased, or the business owner fails to meet the certification requirements of the conditional use permit.
- 4.09 If the holder of the conditional use permit fails to comply with the terms and conditions of this resolution, the city may impose penalties or discipline for noncompliance, which may include revocation of the permit in accordance with § 152.035(H)(1) of the Municipal Code.
- 4.10 This resolution must be recorded with the Hennepin County Recorder's office prior to issuance of building permits.
- 4.11 The applicant shall supply a revised landscape plan at the time of building permit that:
- a. Provides plantings surrounding the electrical equipment on the east side of the building that are consistent with landscaping requirements per 152.375(A), which calls for evergreen plants that achieve a minimum opacity of 80% at maturity.
 - b. Provides an irrigation system per 152.378 of the zoning ordinance.
 - c. Depicts the placement of all proposed trees on the subject property.

- 4.12 The applicant shall record a signed stormwater maintenance agreement with Hennepin County.

The foregoing resolution was introduced by Council Member West-Hafner and duly seconded by Council Member Russell.

The following voted in favor of the resolution: West-Hafner, Pha, Lee, Morson, Russell, and Parks.

The following voted against: None.

The following were absent: Jacobson.

Where upon the resolution was adopted.

ADOPTED: June 27, 2022

SUSAN PHA, MAYOR PRO TEM

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 June 27, 2022.

WITNESS my hand officially as such Clerk and the corporate seal of the city this 28th day of June 2022.

(SEAL)

DEVIN MONTERO, CITY CLERK

City of Brooklyn Park Request for Council Action

Agenda Item:	4.6	Meeting Date:	September 9, 2024
Agenda Section:	Consent	Originating Department:	Police
Resolution:	X	Prepared By:	Stephanie Heiberger, Administrative Assistant
Ordinance:	N/A		
Attachments:	2	Presented By:	Chief Mark Bruley
Item:	2024-2025 School Resource Officer Contract with Anoka-Hennepin School District #11		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-____ APPROVING THE AGREEMENT WITH THE ANOKA-HENNEPIN SCHOOL DISTRICT #11 TO PROVIDE SCHOOL RESOURCE OFFICER SERVICES TO CHAMPLIN PARK HIGH SCHOOL AND PREVENTION PROGRAM INSTRUCTION TO OXBOW CREEK ELEMENTARY SCHOOL AND MONROE ELEMENTARY SCHOOL.

Overview:

The City of Brooklyn Park has provided a School Resource Officer (SRO) to the Champlin Park High School (CPHS) since 2002. Anoka-Hennepin School District is requesting we extend the current contract and has submitted a new memorandum of understanding for the 2024-2025 school year.

The Brooklyn Park Police Department (BPPD) has also been providing prevention program curriculum at Oxbow Creek Elementary since 2003 and Monroe Elementary since 2017. Programming at these two schools will continue under this contract for the 2024-2025 school year.

Primary Issues/Alternatives to Consider:

The SROs and DARE instructors will foster a positive school climate through relationship building with students and striving to build a school culture of open communication and trust between and among students and adults. Officers will focus on getting to know students, serving as a role model, and working with teachers and administrators to support students who may be facing challenges and need additional resources or attention to be successful in school.

This agreement shall be in effect during the 2024-2025 school year and can be terminated in accordance with Section 14.

Budgetary/Fiscal Issues:

The Anoka-Hennepin School District will pay \$72,584 for one SRO according to Section 15 of the agreement.

Attachments:

- 4.6A RESOLUTION
- 4.6B AGREEMENT

RESOLUTION #2024-

RESOLUTION APPROVING THE AGREEMENT WITH THE ANOKA-HENNEPIN SCHOOL DISTRICT #11 TO
PROVIDE SCHOOL RESOURCE OFFICER SERVICES TO CHAMPLIN PARK HIGH SCHOOL AND
PREVENTION PROGRAM INSTRUCTION TO OXBOW CREEK ELEMENTARY SCHOOL AND MONROE
ELEMENTARY SCHOOL

WHEREAS, Champlin Park High School, Oxbow Creek Elementary School and Monroe Elementary are located in the city limits of the City of Brooklyn Park; and

WHEREAS, the City of Brooklyn Park Police Department has assigned a school resource officer to Champlin Park High School since the 2002-2003 school year and Champlin Park High School has requested a School Liaison Officer for the 2024-2025 school year; and

WHEREAS, Oxbow Creek and Monroe Elementary Schools have requested prevention program instruction for the 2024-2025 school year; and

WHEREAS, the Anoka-Hennepin School District will reimburse the City of Brooklyn Park \$72,584.00 according to Section 16 of the agreement for the 2024-2025 school year.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park that the City enter into an agreement with Anoka-Hennepin School District #11 to assign a school resource officer to Champlin Park High School and provide prevention program instruction at Oxbow Creek and Monroe for the 2024-2025 school year.

MEMORANDUM OF UNDERSTANDING
For School Resource and Prevention Program Officer Services
Between the Anoka-Hennepin School District No. 11
and the City of Brooklyn Park
2024-2025

PURPOSE. The purpose of this Memorandum of Understanding is to address the need for the presence of licensed peace officers to provide specific services/roles to the Anoka Hennepin School district No. 11 (hereafter referred to as “District”) schools and establish a mutually beneficial framework that both schools and law enforcement can work within to achieve shared goals. The intent is to establish and delineate the mission of a School Resource Officer/Prevention Program, herein referred to as the School Resource Officer (SRO) Program, as a joint cooperative effort between the District and the City of Brooklyn Park (hereafter referred to as “City”), representing the designated law enforcement agency. The partnership is intended to facilitate effective, timely communication and coordination of efforts for both the District and the law enforcement agencies to promote a safe and positive learning environment and decrease the number of youth formally referred to the juvenile justice system. Additionally, it clarifies roles and expectations and formalizes relationships between the participating entities to foster an efficient and cohesive program that will build a positive relationship between officers, school administrators/staff and students.

GOALS. The primary goals of the SRO Program are 1) to promote positive and supportive school climates and 2) to create and maintain safe and secure school environments. To promote positive and supportive school climates, the partnership will collaborate to increase law-related education, expand school safety and crime prevention efforts, reduce conflict, and support effective interventions for students. To create and maintain safe and secure school environments, the partnership will collaborate to reduce and prevent crime, violence, victimization, and fear in and around schools, and minimize student involvement with the juvenile and criminal justice systems. It is the responsibility of school administrators to facilitate effective communication to all school staff and students regarding SRO program goals and responsibilities.

ROLES. The SRO program is unique to the community, based on input from the district, school administration, teachers, students, and community members. The program is designed to fulfill three overall roles:

1. Law Enforcement
2. Fostering Positive School Climate / Crime Prevention
3. Law-Related Educator

Law Enforcement Role – SROs are responsible for law enforcement incidents occurring at the school. Parents, students, teachers, and other school personnel should bring complaints about student misbehavior to the school principal and/or designee, rather than the SRO. A determination of whether an activity raises to the level of a law enforcement activity, when reasonable, should be made in consultation with a school administrator. While law enforcement is the role of SROs, officers responding to an incident or consulting with school officials are encouraged to use their discretion in determining the best course of action, especially when using alternatives to arrest.

Fostering Positive School Climate / Crime Prevention – One of the primary roles SROs fulfill is fostering a positive school climate through relationship building and crime prevention. Officers will focus on getting to know students, serve as a role model, engage in various activities in consultation with school administration, teachers, and students, and should strive to build a school culture of open communication and trust between and among students and adults. Crime prevention activities include foot patrols, monitoring previous crime locations, speaking to teachers about reducing the opportunity for crimes to occur, analyzing possible crime patterns, investigating crimes, and general patrol efforts. SROs are critical members of the school Building Crisis Teams for emergency preparation and planning.

Law-Related Educator – SRO / Prevention Program Officers should participate in the school community by becoming a member of the educational team where appropriate, and by representing the law enforcement community to build positive relationships with youth, their families, and school staff. Whether talking to students in the hallway or delivering a presentation in the classroom, SROs are embedded in the education fabric within the school. SROs are expected to be proactive in creating and taking advantage of educational situations, and school administrators are encouraged to leverage this resource.

1. **OFFICER EMPLOYED BY CITY.** City shall employ (or assign), in accordance with applicable state statutes, a police officer(s) to serve as School Resource or Prevention Program Officer(s) in District schools. The selection or assignment of such officers shall be done by the City in consultation with the principals in the area or City covered by this contract. City shall assume all obligations and payments with regard to officers' salaries and benefits including worker's compensation, PERA, withholding taxes, etc. District will reimburse City as defined in paragraph 15 of this document. The SRO shall, at all times, remain employed by the Brooklyn Park Police Department. This agreement explicitly disclaims any employee or agent relationship between the SRO and the City and/or District. This agreement does not create a contract of any type between the District and any individual officer, investigator, sworn peace officer, community service officer, or other officer in the Brooklyn Park Police Department or any other law enforcement agency working with the Brooklyn Park Police Department, nor does this Agreement create any employer-employee relationship, independent contractor relationship, or services agreement with any individual.
2. **TERM OF CONTRACT.** The initial term of this contract shall be from September 3, 2024, to June 6, 2025 unless terminated by either party as defined in paragraph 14.
3. **ADMINISTRATION RESPONSIBILITIES.** Law enforcement services rendered to District shall be at the sole direction of City. Standards of performance, discipline of the officer assigned, and other internal matters shall be under the authority of City. Upon request, the District shall provide the City with an appraisal of the services received. The City shall provide the District with a list of services provided at the elementary level, Prevention Program schedules, and the name of the officer(s) providing the service.

4. **LEVEL OF SERVICE.** The SRO will respond to emergency calls within the boundaries of City and attend police training and special duties as assigned by City while fulfilling the requirements of this contract. Time spent on emergency calls, police training, etc., shall not be considered time spent as a School Resource or Prevention Program officer.
5. **SCHOOL CALENDAR.** The District shall provide the City with a school calendar. SRO services will be provided during regular school hours in the school district on all student contact days. Each day the SRO works in excess of eight hours shall be paid according to the officer's contract, providing such additional time has been approved in advance by City and District. Blanket approvals will not be accepted.
6. **DUTIES OF OFFICER.** The basic duties of the SRO are to help provide a safe and secure learning environment, foster a positive school climate, reduce/prevent crime, serve as an educational resource, and serve as a liaison between the school and the law enforcement agency. Specific daily assignments to accomplish this will vary by school. The SRO, school principal, and District Coordinator will meet periodically to discuss plans and strategies to address specific issues or needs that may arise. Officers may respond to calls to all schools in the city of Brooklyn Park, although may be based primarily at one school in the city.

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

1. To enforce criminal law, prevent damage to property, and protect students, staff, and public at large against criminal activity.
2. Foster mutually respectful relationships with students and staff to support a positive school climate.
3. Provide information concerning questions about law enforcement topics to students and staff.
4. Provide classroom instruction on a variety of topics including but not limited to, law enforcement practices, conflict resolution, personal and school safety strategies, crime trends, and crisis response.
5. Handle initial police reports of violent crimes committed on campus.
6. Take enforcement action on criminal matters when appropriate.
7. Coordinate investigative procedures between police and school administrators.
8. Prepare lesson plans as necessary for the instruction provided.
9. In conjunction with school administrators, building crisis teams, and the district Emergency Management Coordinator, SROs should be an active participant in planning emergency drills and assisting with the facility assessment process utilizing the District Threat and Hazard Identification Risk Assessment (THIRA) to help analyze the physical safety of school facilities.
10. Prevention Program Officers serving elementary schools will present an approved prevention program, which may be a part of the fifth grade health curriculum.
11. Collect data on SRO activities (arrests, citations, etc.)

7. **SRO ROLE IN SCHOOL POLICY VIOLATIONS.** School administrators and teachers are responsible for school discipline. Although SROs are expected to be familiar with the District code of student conduct, the rules of individual schools, and their application in day-to-day practice, SROs should not be involved with the enforcement of school rules or disciplinary infractions that are not violations of law. SROs should not intervene unless the situation involves an individual engaged in unlawful conduct, may result in damage to property or presents an imminent threat to the health, safety, and security of the student or another person.
8. **PRIVACY OF PUPIL RECORDS.** The SRO shall follow the District's Protection and Privacy of Pupil Records Policy and the requirements of the Family Educational Rights and Privacy Act and the Minnesota Government Data Practices Act. The SRO will not access, and the School District will not provide private data on a student unless disclosure is allowed under MSS 13.32 Subd. 3. The District and SRO may share records and information, as allowed by law, in the performance of the duties described in Section 6 of this Agreement. The SRO and City certify and agree that all data created, collected, received, stored, used, maintained, or disseminated by the SRO must comply with the Family Educational Rights and Privacy Act and the Minnesota Government Data Practices Act.
9. **CLOTHING, EQUIPMENT, AND SUPPLIES.** City shall provide any required clothing, uniforms, vehicle, necessary equipment and supplies for officer to perform law enforcement duties. District shall provide SRO with a private, lockable office, telephone, and supplies necessary for the officer to perform required duties as specified in paragraph 6 of this contract.
10. **TRAINING.** The SRO shall receive such training as is necessary to permit the SRO to effectively advance the school's educational mission in the context of his/her duties as SRO and ensure a smooth transition into the educational setting. Prior to appointment to an SRO position the SRO will complete either the Minnesota Homeland Security & Emergency Management; School Safety Center standardized Basic SRO Training, or the NASRO Basic SRO course. Both courses are designed to prepare officers to work in an educational environment and maximize effectiveness in the delivery of law enforcement services in schools. If courses are not available prior to appointment, training should be completed when they become available. The SRO shall also receive any training as required by law for SROs, including trainings required by Minnesota Statute and the POST Board.
11. **DISTRICT SRO MEETINGS.** Upon appointment, the district will provide new SROs with District Orientation to deliver training related to district policies and procedures, technology access, security cameras, keys/fobs, and district crisis management planning. The District will also provide annual orientation training in the fall, prior to school beginning and bi-monthly meetings to discuss school specific issues and SRO concerns and/or recommendations.
12. **SCHOOL RESOURCE OFFICER DISTRICT COORDINATION.** The district Manager of Security and Emergency Operations will be the primary contact for SROs at the district.
13. **SCHOOL BASED LAW ENFORCEMENT DATA COLLECTION.** Upon written request from the District, the Brooklyn Park Police Department shall provide the District with an SRO activity report during the specified period of time not to exceed one school year. The report should include descriptions of the following activities engaged in by the SRO: classroom presentations, scheduled meetings (with staff, parents, committees), calls for service, arrests, and citations.
14. **TERMINATION.** Either party may terminate this agreement upon 30 days written notice of such termination. All payment due hereunder shall be prorated in the event of such termination.

15. **DURATION AND COST.** For and in consideration of the provision of SRO and the Prevention Program Officer services in accordance with the terms of this MOU, District shall pay City the sum of \$72,584. Request for payment should be submitted by July 1, 2025, which the District shall pay within 30 days of receipt of said request.
16. **INDEMNIFICATION.** City agrees to defend, indemnify, and hold harmless the District, its agents, officials, employees, and representatives free from any and all claims, causes of action, lawsuits, damages, losses or expenses, including attorney fees, arising out of or resulting from the duties of the SRO pursuant to the terms of this Agreement except in the event such claims, causes of action, lawsuits, damages, losses or expenses are related to the negligent or willful actions of the District or its agents, officials, employees, invitees or representatives. Nothing herein shall be deemed a waiver by either party of the limitations on liability set forth in Minnesota Statutes, Chapter 466.

The District agrees to defend, indemnify, and hold harmless the City, its agents, officials, employees, and representatives free from any and all claims, causes of action, lawsuits, damages, losses or expenses, including attorney fees, arising out of or resulting from the duties of the District pursuant to the terms of this Agreement except in the event such claims, causes of action, lawsuits, damages, losses or expenses are related to the negligent or willful actions of the City or its agents, officials, employees, invitees or representatives. Nothing herein shall be deemed a waiver by either party of the limitations on liability set forth in Minnesota Statutes, Chapter 466.

17. **SERVICE TO SCHOOLS.** The following secondary school(s) shall receive SRO services as a result of this contract:

Champlin Park High School

The following elementary school(s) shall receive Prevention Program services as a result of this contract:

Monroe Elementary School
Oxbow Creek Elementary School

18. **SCOPE.** It is agreed that the entire agreement of the parties is contained herein, and that this agreement supersedes all oral and written agreements and negotiations between the parties relating to the subject matter hereof.
19. **EXECUTION IN COUNTERPARTS.** This Agreement, and any supplement, amendment, or modification, may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which executed counterparts taken together shall constitute one and the same Agreement as if an original, fully executed Agreement. Delivery of an executed counterpart by facsimile or email or PDF file containing an electronic signature shall be equally as effective as delivery of an original signed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have hereunder to set their hands.

City of Brooklyn Park

City of Brooklyn Park

Signed By _____

Signed By _____

Title: _____

Title: _____

Date: _____

Date: _____

City of Brooklyn Park

Anoka-Hennepin School District No. 11

Signed By _____

Signed By _____

Title: _____

Title: _____

Date: _____

Date: _____

ADMINISTRATION INFORMATION FORM

CONTACTS AT THE SCHOOL DISTRICT

Contracted Administration

Greg Cole
Chief Operations Officer
Educational Service Center
2727 N Ferry Street
Anoka, MN 55303
763-506-1175

Program Administration

Mike George, Principal	Champlin Park High School	763-506-6801
Amy Oliver, Principal	Monroe Elementary	763-506-3601
Missy Monson, Principal	Oxbow Creek Elementary	763-506-3801

Payment Procedures

Pursuant to paragraph 15 of the agreement, the City should submit a bill to:

Educational Service Center
ATTN: Greg Cole, Chief Operations Officer
2727 N Ferry St
Anoka, MN 55303

greg.cole@ahschools.us

City of Brooklyn Park Request for Council Action

Agenda Item:	4.7	Meeting Date:	September 9, 2024
Agenda Section:	Consent	Originating Department:	Finance
Resolution:	X	Prepared By:	Cheryl Keene, Finance Assistant I
Ordinance:	N/A		
Attachments:	3	Presented By:	LaTonia Green, Finance Director
Item:	Adopting the changes to the Investment Policy		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-_____ TO ACCEPT CHANGES TO THE INVESTMENT POLICY.

Overview:

The City's Investment Policy outlines the process for managing investments. It covers various topics including prudence, delegation of authority, authorized brokers and suitable investments, safekeeping and custody, internal controls, and reporting. These policies have been consolidated into a single document for ease of reference and updating.

In accordance with State Statute 118A.04, which provides additional options for securing and managing public funds, investments may now include NCUA-insured credit union CDs. The investment policy is being updated to reflect this inclusion.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments:

- 4.7A BROOKLYN PARK INVESTMENT POLICY RESOLUTION
- 4.7B UPDATED BROOKLYN PARK INVESTMENT POLICY

RESOLUTION #2024-

RESOLUTION TO ACCEPT CHANGES TO THE INVESTMENT POLICY

WHEREAS, the Investment Policy is reviewed periodically by the Finance Department; and

WHEREAS, if changes are recommended, the updated Investment Policy is presented to City Council;

WHEREAS, the City Council elects to adopt and implement the updated Investment Policy,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park that the Investment Policy be accepted.



~~Text with strikeout is proposed for deletion~~
Underlined text is proposed for insertion

City of Brooklyn Park, Minnesota



Investment Policy

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Investment Policy Statement of Purpose

This document outlines the investment philosophy and practices of the City of Brooklyn Park and the Economic Development Authority of Brooklyn Park (collectively referred to as “the City”). It serves as a guide for managing the City’s assets. The City’s policy is to invest public funds in a manner that maximizes returns while minimizing risk, ensuring compliance with federal, state, and local regulations, and meeting daily cash flow needs. The City’s investment portfolio will be structured to minimize risk, maintain liquidity, and ensure marketability. The City will avoid investments it cannot hold to maturity, maintaining a long-term investment approach despite short-term market fluctuations. Investments will be aligned with the City’s cash flow needs and debt service obligations.

Scope

This Investment Policy applies to all financial assets of the City. These funds are accounted for within the City’s Annual Comprehensive Financial Report and include:

- General Fund
- Special Revenue Funds
- Capital Project Funds
- Debt Service Funds
- Enterprise Funds
- Internal Service Funds
- Trust and Agency Funds
- Any new fund created by the City, unless specifically exempted by City Council.

Prudence

Investments shall be made with sound judgment and care, considering the circumstances at the time of the investment. This should mirror the prudence, discretion, and intelligence that a responsible person would use in managing their own affairs—not for speculation, but for investment—considering the safety of capital and the expected return on interest. The “prudent investor” standard shall guide investment officials, and it will be applied in the context of managing the overall portfolio. Investment officers who follow written procedures and the investment policy, while exercising due diligence, will be exempt from personal liability for credit risk or market fluctuations of individual securities, provided any deviations from expectations are promptly reported and corrective action is taken to mitigate risks. All Finance Department investment procedures must be followed by those with access to or responsibility for managing City investments.

Objective

The primary objective of the City of Brooklyn Park’s investment activities shall be:

- A. **Safety** – Safety of principal is of critical importance to the investment program. Investments of the City shall be undertaken in a manner that seeks to ensure the preservation of principal in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

- **Credit Risk** – the risk of loss due to failure of the security issuer or backer, will be minimized by:
 - o Limiting investments to the type of securities listed in Section VIII of this investment policy.
 - o Diversifying the investment portfolio to reduce the impact of potential losses from any single security or issuer.
 - **Interest Rate Risk** – the risk that the market value of securities in the portfolio will fall due to change in market interest rates, will be minimized by:
 - o Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity.
 - o Investing operating funds primarily in shorter-term securities, money market mutual funds, or similar investment pools and limiting the average maturity of the portfolio in accordance with this policy (see Section XII).
- B. **Liquidity** – The City's investment portfolio will remain sufficiently liquid to meet all anticipated operating needs. The portfolio will be structured so that securities mature in step with cash flow demands (static liquidity). Additionally, because not all cash demands can be predicted, the portfolio should include securities with active secondary or resale markets (dynamic liquidity). Alternatively, a portion may be placed in money market mutual funds or local government investment pools with same-day liquidity for short-term needs.
- C. **Return on Investment** – The City's investment portfolio is designed to achieve a market rate of return. Investments will primarily be in low-risk securities, aiming for a reasonable return relative to the assumed risk. Securities will generally be held to maturity, except in the following situations:
- A security with declining credit may be sold early to minimize loss of principal.
 - A security swap could improve the portfolio's quality, yield, or duration.
 - Liquidity needs require the sale of a security.
- D. **Trading** – The City will prioritize holding investments until maturity to maintain amortized cost. Excessive turnover, commonly referred to as "trading" or "overtrading" for short-term gains, is inconsistent with the City's investment objectives and is prohibited

Delegation of Authority

The investment program will operate in compliance with federal, state, and other legal requirements. The authority to manage the City's investment granted by the following:

- Minnesota Statutes 118A, Municipal Funds
- Brooklyn Park City Charter Section 8.13, Receipts to go to Director of Finance.

The responsibility for managing the investment program is delegated to the Finance Director, who will establish written procedures for its operation, in line with this Investment Policy. The Finance Director, with support from finance department staff, will oversee the performance of the investment portfolio and ensure that proper internal controls are in place to safeguard investment assets. Procedures should address areas such as safekeeping, delivery versus payment (DVP), investment accounting, Public Securities Association (PSA) repurchase agreements, wire transfer agreements, collateral/depository agreements, and banking service contracts. These procedures must also include explicit delegation of authority to individuals responsible for executing investment transactions.

No one may engage in an investment transaction except as authorized under this Policy and the procedures set by the Finance Director or their designee. The Finance Director is accountable for all investment transactions and will establish a system of controls to oversee the activities of subordinate officials.

Ethics and Conflicts of Interest

Officers and employees involved in the investment process must avoid engaging in personal business activities that could conflict with the proper execution of the investment program or impair their ability to make objective investment decisions. Investment officials are required to annually disclose any material financial interests to the City Clerk, as mandated by state statute, through the Statement of Economic Interest form. Employees and officers must prioritize the City's investment transactions over their personal investments, especially regarding the timing of purchases and sales, and should avoid conducting personal investment transactions with individuals they do business with on behalf of the City.

Authorized Broker/Dealers

The City of Brooklyn Park will conduct investment transactions only with authorized broker/dealers that have met the following criteria:

- They act as primary or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1(Uniform Net Capital Rule).
- They submit a Minnesota State Auditor Broker Certification Form annually to the Finance ~~Director~~ Department.

All broker/dealer relationships, providing they meet the above requirements, will be maintained at the discretion of the Finance Director. To ensure diversification and competitive quotes for investment transactions, the Finance ~~Director~~ Department will

maintain no less than three broker /dealers. All investments must be purchased through institutional brokers.

Authorized and Suitable Investments

Based on the investment objectives as defined in section IV of this policy, the City will limit its investments to the following types of securities:

- **United States Securities** including bonds, notes, bills, mortgages or other securities which are direct obligations or are guaranteed or insured issues of the United States, its agencies, its instrumentalities, or organizations created by an act of Congress. Mortgage-backed securities that are defined as high risk or in certificates of deposit secured by letters of credit issued by federal home loan banks are not permissible investments.
- **General obligation bonds** of state or local governments rated A or better by a national bond rating services.
- **Revenue obligations** of state or local governments rated AA or better by a national bond rating agency.
- **General obligation bonds** of the Minnesota Housing Finance Agency rated A or better by a national bond rating service.
- **General obligations** of the Housing Finance Agency of any state rated AA or better and if it includes the moral obligation of the state.
- **Certificates of Deposits (Time Deposits)** that are fully insured by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Association (NCUA).
- **Bankers' acceptances** of United States banks, eligible for purchase by the Federal Reserve System, maturing in 270 days or less. The financial strength of accepting bank must be evaluated prior to purchase. ~~Evaluation of the financial strength of the accepting bank is necessary through purchasing acceptances only from banks with a minimum A (very strong bank) rating by a nationally recognized rating agency.~~
- **Commercial paper** issued by United States corporations or their Canadian subsidiaries that is rated A-1, P-1, or F-1 or higher by at least two nationally recognized rating agencies and matures in 270 days or less.
- **Money Market Mutual Funds** rated Aa or higher by at least one nationally recognized statistical rating organization, which invests in securities with a final maturity no longer than 13 months.
- **The Minnesota Municipal Money Market Fund (4M)** established by the League of Minnesota Cities in 1987 to address the investment needs of Minnesota cities.

- **Repurchase agreements** including reverse repurchase agreements, involving collateral allowed under Minnesota Statute, section 118A.04, may be made with:
 - o Financial institutions qualified as “depositories” of public funds.
 - o Other financial institution that are members of the Federal Reserve System, with combined capital and surplus equaling or exceeding \$10,000,000.
 - o Primary reporting dealer in the United States government securities to the Federal Reserve Bank of New York.
 - o Securities broker-dealer licensed pursuant to chapter 80A, or their Securities and Exchange Commission (SEC) regulated affiliates, with combined capital and surplus equaling or exceeding \$40 million (excluding subordinated debt).
 - o Reverse repurchase agreements are limited to 90 days or less and may only be used to meet short-term cash flow needs, not for generating cash for investments, except as provided in Minnesota Statute, section 118.04, Subd. 3.
- **Securities lending agreements** and related custody agreements may be entered into with financial institutions that meet the qualifications of Minnesota Statute, section 118A subdivision 2, clause (1) or (2). Transactions must involve collateral allowed under Minnesota Statute 118A.05 Subd.3 and section 118A.04.
- **Guaranteed investment contracts** may be entered into if issued or guaranteed by United States commercial banks, domestic branches of foreign banks, United States insurance companies, or their Canadian subsidiaries, or the domestic affiliates of any of the foregoing. The issuer’s or guarantor’s short- and long-term unsecured debt must be rated in one of the top two categories by a nationally recognized rating agency. If the rating falls below “A”, the government entity must have the right to withdraw.
- **Mortgage-backed securities**, including collateralized mortgage obligations (CMOs) or real estate mortgage investment conduits (REMICs) must pass a three tier Federal Financial Institution Examination Council (FFIEC) stress test which includes the following
 - o No average life greater than 10 years.
 - o The security does not shorten to less than 6 years in a 300-basis-point interest rate decrease nor extend by more than 4 years in a 300-basis point increase.
 - o The price does not change more than 17% in a +/- 300 basis point interest rate shift.

Concentration of Credit Risk

The City will substantially reduce the risk of loss resulting from the over-concentration of assets in a specific maturity, issuer, institution, or class of securities. No more than 50% of the entity's total investment portfolio will be invested in a single security type or with a single financial institution. No more than 5% of the overall portfolio may be invested in the securities of a single issuer, except for securities of the U.S Government and its agencies or an external investment pool.

Collateralizations

Collateralization is required for the following types of investments:

- Certificates of Deposits (Time Deposits) / Demand Deposits exceeding \$100,000.
- Repurchase agreements for investments held longer than seven days.

To anticipate market changes and provide security for all funds, the collateralization level will be 110% of market value of principal and accrued interest. The underlying securities will be subject to periodic (monthly) market valuations to ensure there is no market exposure.

The City limits acceptable collateral to the following U.S. government securities:

- Treasury Bills
- Treasury Notes
- Treasury Bonds
- Federal National Mortgage Associations (FNMA)
- Federal Home Loan Bank (FHLB)
- Student Loan Marketing Association (SLMA)
- Federal Farm Credit Bank (FFCB)
- Government National Mortgage Association (GNMA)
- Federal Home Loan Mortgage Corporation (FHLMC)

For cash deposits, collateral will always be held by an independent third party with whom the entity has a current custodial agreement. Clearly marked evidence of ownership, such as safekeeping receipt, must be supplied by the entity and retained. Collateralization will consist of specific securities held for the City, with exceptions only for federal Depository Insurance Corporation (FDIC), National Credit Union Association (NCUA), Securities Investor Protection Corporation (SIPC) and pre-approved insurance coverage.

The City may collateralize its repurchase agreements with longer-dated investments, provided they do not exceed five years to maturity. Collateral substitution is permitted, subject to approval from the Finance Director.

Safekeeping and Custody

Investments, contracts, and agreements may be held in safekeeping with the following entities:

- Any Federal Reserve Bank.
- Any bank authorized under the United States or any state law to exercise corporate trust powers including, but not limited to, the bank from which the investment is purchased.
- Primary reporting dealer in the United States government securities to the Federal Reserve Bank of New York.
- A securities broker/dealer licensed under chapter 80A, or its affiliate, regulated by the Securities and Exchange Commission; provided the government entity's ownership of all securities is evidenced with written acknowledgements identifying the securities the issuer names, maturity dates, interest rates, CUSIP number, or other distinguishing marks.
- The City's ownership of all securities in which funds are invested must be documented with written acknowledgements identifying the securities by:
 - o Issuer names.
 - o Maturity dates.
 - o Interest rates.
 - o Serial numbers or other distinguishing marks.

The City may not invest in securities that are both uninsured and not registered in its names nor may they be held by either the counterparty or the counterparty's trust department or agent, if not registered in the City's name.

Maximum Maturities

To the extent possible, the City will align investment maturities with anticipated cash flow needs (static liquidity). The majority of the City's reserve funds will be invested in securities maturing in 5 years or less, with no more than 10% of the City's reserve funds being invested in securities maturing 10 years or more. Maturities will be staggered to prevent excessive concentration in any specific sector, ensuring stability of income and reasonable liquidity. Given the challenges of precisely forecasting cash flow requirements, a portion of the portfolio will be kept in readily available funds such as local government investment pools, money market funds, or overnight repurchase agreements to ensure sufficient liquidity for ongoing obligations.

Internal Control

The Finance Director or Assistant Finance Director is responsible for establishing and maintaining an internal control structure to ensure the protection of the City's assets from loss, theft or misuse. This internal control structure must provide reasonable assurance and acknowledges that (1) the cost of a control should not exceed the benefits derived,

and (2) the valuation of costs and benefits involves management' estimates and judgments.

Accordingly, the Finance ~~Director~~ Department will implement a process for an annual independent review by an external auditor to assure compliance with policies and procedures. The internal controls should address the following:

- **Control of collusion:** Measures should be in place to prevent collusion, where two or more employees collaborate to defraud the employer.
- **Separation of transaction authority from accounting and recordkeeping:** To ensure separation of duties, the person authorizing a transaction should be different from person recording of the journal transaction.
- **Custodial safekeeping:** Securities purchased from any bank or dealer, including appropriate collateral as defined by state law, may be placed with an independent third party for safekeeping.
- **Avoidance of physical delivery of securities:** Prefer book-entry securities, which are easier to transfer and account for. If physical delivery is necessary, securities must be safeguarded against loss or destruction, as physically delivered securities pose a higher risk of fraud and loss.
- **Clear delegation of authority to subordinate staff members:** Subordinate staff members must have a clear understanding of their authority and responsibilities to prevent improper actions and maintain the integrity of the internal control structure.
- **Authorization for New Accounts:** Adding new accounts to the approved wire and electronic transfer list shall require written authorization from the Finance Director or Assistant Finance Director.
- **Wire and Electronic Transfer Agreements:** Develop agreements with the lead bank or third-party custodian outlining controls, security provisions, and responsibilities for wire and electronic transfers.

Performance Standards

The Investment portfolio will be structured to achieve a market average rate of return throughout various budgetary and economic cycles, while considering the City's investment risk constraints and cash flow needs. At least 96% of its cash funds earning interest. The reporting method chosen to report interest rate sensitivity in a manner consistent with the portfolio's risk guidelines is segmented time distributions (quarterly). The City's accounting system will provide monthly information concerning cash position, investment performance, and percentage that is invested in:

- Short term – less than one year
- Medium term – one to five years

- Long term – greater than five years

Reporting

The Finance ~~Director~~ Department is charged with the responsibility of preparing a quarterly investment report, which shall include the following:

- Portfolio Summary by type and composition with a comparison to two-year treasuries.
- Detailed summary list of all investments sorted by maturity date, that shall at a minimum include the security description, coupon interest rate, and yield.

Investment Policy Adoption

The City's Investment Policy shall be adopted by the City Council. The Policy shall be reviewed periodically by the Finance ~~Director~~ Department and any modifications made must be approved by the City Council.

Adopted by City Council – January 7, 2008

Revised – September 9, 2024

City of Brooklyn Park Request for Council Action

Agenda Item:	4.8	Meeting Date:	September 9, 2024
Agenda Section:	Consent	Originating Department:	Finance
Resolution:	X	Prepared By:	Chris Kuecker, Accountant
Ordinance:	N/A		
Attachments:	1	Presented By:	LaTonia Green, Finance Director
Item:	Resolution Ordering Preparation of Proposed Assessments for Delinquent Charges and Setting a Public Hearing on those Assessments		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-_____ ORDERING PREPARATION OF PROPOSED ASSESSMENTS AND SETTING A PUBLIC HEARING ON THE PROPOSED ASSESSMENTS FOR OCTOBER 14, 2024.

Overview:

Each year the City has outstanding charges for utility bills (water, sanitary sewer, storm sewer, and street light costs), abatements (weed cutting, tree removal, nuisance abatement charges, and fire inspection fees), administrative penalty citations related to code violations, and rental housing cases (administrative fines, property maintenance and repair, and court case costs) that are not able to be collected from the property owner. Per Minnesota state statues Section 444.075 SECTION 444.075 WATERWORKS SYSTEMS; STORM, SANITARY SEWER SYSTEMS. *Subd. 3e. **Who may be charged; unpaid charges.** The governing body may make the charges a charge against the owner, lessee, occupant or all of them and may provide and covenant for certifying unpaid charges to the county auditor with taxes against the property served for collection as other taxes are collected.*

Primary Issues/Alternatives to Consider:

Not passing this resolution would deny the City the opportunity to assess the payments to the real property, resulting in some individual property owners receiving city services at the expense of other taxpayers and utility customers.

Budgetary/Fiscal Issues:

In 2024, the following will be certified for collection with the property taxes of the property owners:

- 41 abatements totaling \$22,747.51
- 2 tree removal totaling \$9,188.87
- 259 citations totaling \$60,520.00
- 1 Hydrant Maintenance \$2,025.00
- 171 Misc. Billing administrative fees totaling \$2,565.00
- 3942 Utility accounts totaling \$2,542,712.85
- 3942 Utility account administrative fees totaling \$59,130.00

The City has worked with the Minnesota Low Income Home Water Assistance Program in conjunction with Community Action Partnership of Hennepin County to assist residents with their delinquent water bills since 2020. The City was notified on 6/18/24 that this program will be offered again in 2024, beginning July 1, 2024 with limited funding. They will process applications in the order they are received. The City will continue to refer residents that express need to Community Action Partnership of Hennepin County, CEAP, United Way, and the Salvation Army to assist residents with their delinquent utility bills.

Attachments:

4.8A RESOLUTION

RESOLUTION #2024-

RESOLUTION ORDERING PREPARATION OF PROPOSED ASSESSMENTS
AND SETTING A PUBLIC HEARING ON THE PROPOSED ASSESSMENTS
FOR OCTOBER 14, 2024

WHEREAS, the City has incurred certain delinquent utility charges; abatements costs for weed cutting, tree removal, nuisance abatements, and fire inspection fees; administrative citation costs; and various costs associated with rental housing cases.

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

- a. The cost of such delinquent utility charges; abatements costs for weed cutting, tree removal, nuisance abatements, and fire inspection fees; administrative citation costs; and various costs associated with rental housing cases shall be determined.
- b. The Finance Department shall calculate the proper amount to be assessed, as provided by law, and a copy of such proposed assessment shall be made available for public inspection through the City Clerk's office.
- c. A hearing shall be held on the 14th day of October 2024 at City Hall at 6:00 p.m. and at such time and place all persons owning property to be assessed will be given an opportunity to be heard with reference to such assessment.
- d. A notice of the hearing on the proposed assessments will be published in the official city newspaper at least 14 days prior to the hearing. Additional notice of such public hearings will be mailed to property owners at least 20 days prior to the hearing.

City of Brooklyn Park

Request for Council Action

Agenda Item:	4.9	Meeting Date:	September 9, 2024
Agenda Section:	Consent	Originating Department:	Finance
Resolution:	N/A	Prepared By:	Chris Kuecker, Accountant, Financial Analyst
Ordinance:	N/A		
Attachments:	N/A	Presented By:	LaTonia Green
Item:	Set Date for Public Truth-in-Taxation Meeting		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO SET THE PUBLIC TRUTH-IN-TAXATION MEETING AS MONDAY, DECEMBER 2, 2024, AT 6:00 P.M.

Overview:

The State "Truth-in-Taxation" law requires local governments with a population over 500 to schedule and hold a Property Tax Levy meeting to be held in late November or December. For the 2025 Property Tax Levy, the Council is required to set the meeting after November 25, 2024, and is required to notify the County Auditor of the date of the public meeting. The date, time and place of the hearing are printed on the individual property tax statements for the proposed property tax for 2025. The County must receive this information on or before September 30, 2024.

Primary issues/alternatives to consider:

The Council must set a date for the 2025 Property Tax Levy public hearing.

Budgetary/Fiscal Issues:

The final budget and tax levy can be legally adopted after the Truth-in-Taxation hearing has taken place. The final budget and tax levy adoption are planned for the December 9, 2024, City Council Meeting.

Attachments: N/A

City of Brooklyn Park

Request for Council Action

Agenda Item:	4.10	Meeting Date:	September 9, 2024
Agenda Section:	Consent	Originating Department:	Operations and Maintenance Engineering Services Division
Resolution:	X	Prepared By:	Mitch Robinson, Water Resources Engineer
Ordinance:	N/A		
Attachments:	2	Presented By:	Mitch Robinson, Water Resources Engineer
Item:	Approve No Parking Prohibition Along South Side of 109 th Avenue and Both Sides of Jefferson Highway		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-_____ APPROVING NO PARKING PROHIBITION ALONG SOUTH SIDE OF 109TH AVENUE FROM 500 FEET WEST OF JEFFERSON HIGHWAY TO WINNETKA AVENUE AND BOTH SIDES OF JEFFERSON HIGHWAY FROM 600 FEET SOUTH OF 109TH AVENUE TO 109TH AVENUE.

Overview:

The City of Champlin and the City of Brooklyn Park share ownership of 109th Avenue. Both communities have been working together since 2015 to develop plans and obtain funds to reconstruct 109th Avenue from Jefferson Highway to Winnetka Avenue. 109th Avenue and Jefferson Highway are part of the City's Municipal State Aid Street system and must adhere to State Aid design standards.

The proposed roadway width for 109th Avenue and Jefferson Highway does not allow for parking on either side of the street. The City of Champlin will be approving a similar resolution to prohibit parking on the north side of 109th Avenue. Staff recommends the City Council approve the no parking prohibition on the south side of 109th Avenue from 500 feet west of Jefferson Highway to Winnetka Ave and both sides of Jefferson Highway from 600 feet south of 109th Avenue to 109th Avenue.

Primary Issues/Alternatives to Consider:

These prohibitions will not change how the road is currently signed (on-street parking is currently prohibited).

Budgetary/Fiscal Issues:

N/A

Attachments:

4.10A RESOLUTION
4.10B LOCATION MAP

RESOLUTION #2024-

APPROVING NO PARKING PROHIBITION ALONG SOUTH SIDE OF 109TH AVENUE FROM 500 FEET WEST OF JEFFERSON HIGHWAY TO WINNETKA AVENUE AND BOTH SIDES OF JEFFERSON HIGHWAY FROM 600 FEET SOUTH OF 109TH AVENUE TO 109TH AVENUE

WHEREAS, S.A.P 110-113-017 is the reconstruction of 109th Avenue from Jefferson Highway to Winnetka Avenue and 110-137-005 is improvements to Jefferson Highway, in the Cities of Champlin and Brooklyn Park; and

WHEREAS, the City of Brooklyn Park will be expending State Funding on the improvement of these streets; and

WHEREAS, the City of Brooklyn Park owns, operates and maintains the south side of 109th Avenue and Jefferson Highway south of 109th Avenue as Municipal State Aid roadways; and

WHEREAS, the proposed improvements do not provide adequate width for parking on either side of the street; and

WHEREAS, approval of the proposed construction as a Municipal State Aid Street project must therefore be conditioned upon certain parking restrictions; and

WHEREAS, the City Engineering Division has reviewed and recommends approval of said prohibition.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park that the City approves the prohibition of on street parking of motor vehicles at all times on the south side of 109th Avenue from 500 feet west of Jefferson Highway to Winnetka Ave and both sides of Jefferson Highway from 600 feet south of 109th Avenue to 109th Avenue.



Map Scale = 1: 7,238

603 ft  1 in

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

City of Brooklyn Park Request for Council Action

Agenda Item:	4.11	Meeting Date:	September 9, 2024
Agenda Section:	Consent	Originating Department:	Recreation and Parks
Resolution:	X	Prepared By:	Brad Tullberg, Recreation and Parks Director
Ordinance:	N/A		
Attachments:	2	Presented By:	Brad Tullberg, Recreation and Parks Director
Item:	Authorize the Replacement of Community Activity Center Grand Room Flooring		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-____ AUTHORIZING STAFF TO ENTER INTO A CONTRACT WITH FLOORS BY BECKERS FOR THE REPLACEMENT OF COMMUNITY ACTIVITY CENTER GRAND ROOM FLOORING IN THE AMOUNT OF \$53,559

Overview:

The Community Activity Center (CAC) Grand Room is a popular location for celebrations, community events and meetings. Since the change to an open catering policy in 2019, the CAC Grand Rooms have been extremely busy with rentals. The Grand Room flooring was last replaced in 2012. Typically, an event facility like the CAC Grand Rooms replaces the flooring every ten years. The existing carpeting has stains that are not able to be removed and seams that are fraying beyond repair.

Staff received two proposals for the replacement of the CAC Grand Room flooring:

- Floors by Beckers \$ 53,559
- St. Paul Lino \$ 126,052

The 2024-29 CIP included \$75,000 for Grand Room & Hallway flooring replacement. The Hallway flooring replacement is being delayed until additional decisions are made about future CAC improvements.

Primary Issues/Alternatives to Consider:

Staff are recommending entering into an agreement with Floors by Beckers in the amount of \$53,559 for the replacement of the Grand Room flooring.

Budgetary/Fiscal Issues:

Funding for this project was identified from the Heritage Fund in the 2024-29 CIP including \$75,000 for Grand Room & Hallway flooring replacement.

Attachments:

- 4.11A RESOLUTION
- 4.11B FLOORS BY BECKERS PROPOSAL

RESOLUTION #2024-

RESOLUTION AUTHORIZING STAFF TO ENTER INTO A CONTRACT WITH FLOORS BY BECKERS FOR THE REPLACEMENT OF COMMUNITY ACTIVITY CENTER GRAND ROOM FLOORING IN THE AMOUNT OF \$53,559

WHEREAS, the Community Activity Center (CAC) Grand Room is a popular location for celebrations, community events and meetings due to a change to an open catering policy in 2019; and

WHEREAS, the Grand Room flooring was last replaced in 2012 and the existing carpeting has stains that are not able to be removed and seams that are fraying beyond repair; and

WHEREAS, staff received two proposals for the replacement of the CAC Grand Room flooring from Floors by Beckers in the amount of \$ 53,559 and St. Paul Lino in the amount of \$126,052; and

WHEREAS, the 2024-29 CIP included \$75,000 from the Heritage Fund for Grand Room & Hallway flooring replacement; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park Authorizing Staff to Enter into a Contract with Floors By Beckers for the Replacement of Community Activity Center Grand Room Flooring in the Amount of \$53,559

August 12, 2024

Quote Number: 00176894 - 2407167801

BROOKLYN PARK COMMUNITY ACTIVITY CENTER - GRAND ROOM - LVT

THOMAS GUENTHER
BROOKLYN PARK COMMUNITY ACTIVITY CENTER
5600 85th Avenue North
BROOKLYN PARK, MN 55443

THOMAS GUENTHER,

We are pleased to submit a proposal for the following project:

BROOKLYN PARK COMMUNITY ACTIVITY CENTER - GRAND ROOM - LVT
5600 85TH AVE N
Minneapolis, MN 55443

BASE BID

<u>Item Description</u>	<u>QTY</u>	<u>UOM</u>	<u>Price</u>
LVT - MANNINGTON SPACIA WOOD HERRITAGE CHERRY MERLOT 6"X36" - 45 SQ FT	7,245.00	SF	
Mannington M-Guard V-88 Luxury Vinyl Tile 4 Gallon	7.00	EA	
FREIGHT	1.00	EA	
Jhn G1 CTA-XX-A - Brown(47)	36.00	EA	
STK - PLANIPREP SC MAP37411	25.00	EA	
LABOR INSTALL	96.00	HR	
LABOR DEMO	16.00	HR	
LABOR PREP	24.00	HR	
MATERIAL HANDLING & DELIVERY	2.00	EA	

****SUBTOTAL: \$53,559.00**

This proposal is valid for 30 days from the date of the proposal.

****Base Bid Subtotal: \$53,559.00**

****Base Bid Total: \$53,559.00**

****The unit pricing shown above has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. The total price for the invoice was calculated using the actual price, rather than the unit pricing displayed above, and is the true and binding total for this proposal.****

Brighton, MN 55112 | p. 651-636-1100 f.

Notes:

GRAND ROOM OPTION #3 - LUXURY VINYL PLANK - MANNINGTON SPACIA - WOOD

INCLUDED

MINOR FLOOR PREP

DEMO & HAUL AWAY EXISTING FLOORING

SCRAPE EXISTING ADHESIVE FROM SUBSTRATE

PROVIDE MATERIAL AND LABOR TO INSTALL NEW LVT

NORMAL WORKING HOURS MON - FRI 6:30 AM - 3:30 PM

PREVAILING WAGES

EXCLUDED

MOISTURE MITIGATION

GRINDING

SELF LEVELING

FURNITURE MOVING

FLOOR PROTECTION OF NEWLY INSTALLED FLOORING

FLOORING NOT INCLUDED IN STORAGE CLOSETS

DUMPSTER

Proposal Excludes the Following:

- Not Applicable

All costs that affect Material or Labor, including time spent, shipping fees, expediting costs, costs to cover or procure substitute materials, or other expenses, including any costs arising out of a delay in the supply of materials or impacts to the schedule, incurred by Floors by Beckers, LLC or its employees arising from any disruptions, interruptions or delays in the manufacture, production, delivery, distribution

or transportation of any materials, supplies, or equipment shall be borne by you and will be added to the cost of the Work. Any delays in the Work or the Work Schedule that result from any delay in or unexpected time for the delivery of materials or equipment shall not be the responsibility of Floors by Beckers and any damages, including liquidated damages, that result from such delay shall not be borne by Floors by Beckers.

Terms & Conditions:

These terms and conditions will apply and shall be included as an exhibit to the contract.

Acceptance: Any and all proposals are subject to the parties entering into a written agreement acceptable to Floors by Beckers, LLC (Floors by Beckers). This proposal is not legally binding unless signed by a person authorized to make such proposal on behalf of Floors by Beckers. This proposal will expire if not accepted within thirty (30) days of the proposal date. **Additional Work:** This proposal only pertains to the work set forth herein. No extra work or changes under this contract will be recognized or executed unless agreed to in writing by a person authorized by Floors by Beckers. **Bond:** Floors by Beckers is fully licensed, bonded, and insured. This proposal does not include participation in any OCIP/CCIP or related programs. Requests for Floors by Beckers to participate in such programs may result in additional costs. **Conditions of Installation:** Work Area to be maintained before and during installation to the conditions of use required per industry standards as well as manufacturer's requirements and recommendations. All substrates required to meet manufacturer's specifications and requirements. Floors shall be broom clean, free of foreign matter. Finish lighting installed and functional to reflect finished room conditions. **Credit Review and Payment Terms:** This proposal is subject to credit review and approval. Payment terms are net 20 days. A convenience fee of 3% will be added if paying via credit card. Past due invoices are subject to service charges of 1.5% per month (18% per annum). In the case of any default, Customer shall pay all of Floors by Beckers' attorneys' fees and costs. **Deposit:** If manufacturer requires a deposit or full payment prior to manufacture/shipping of custom material, Customer shall remit such deposit or payment to Floors by Beckers before the order is placed. Once production of materials has begun, orders are not cancelable and are strictly subject to full payment. Stock orders are not cancelable after cutting has begun. Material-only sales require a fifty percent (50%) deposit prior to placement of the order, with the balance due upon receipt of the material by Floors by Beckers. **Force Majeure and Insurance:** All work is contingent upon strikes, accidents, or any other delays beyond Floors by Beckers' control. Customer shall carry insurance for all hazards, including fire or other casualty. **Hazardous Conditions:** Customer represents and warrants that: (a) the project site contains no hazardous or other dangerous substances, either exposed or concealed; or (b) Customer has given written notice to Floors by Beckers of all such substances and their location(s). To the fullest extent permitted by law, Customer shall indemnify, defend and hold Floors by Beckers harmless from any damage, claim, loss, expense and attorney fees related to Floors by Beckers' liability, if any, including any federal or state statute related to hazardous or other dangerous substances. **Loading Dock/Parking/Hoisting:** Safe and accessible area, with parking, to be provided for unloading and loading of materials. Elevators or hoisting to be provided or arranged by Customer at no cost to Floors by Beckers. **Pricing and Price Changes:** The price listed includes all applicable taxes and freight. Due to the extreme volatility of the raw materials to construct the flooring products, the above pricing is valid for 30 days from the date of this proposal. The proposal shall expire if not accepted within 30 days of issuance. Prices are those prevailing as of this date. Any increase in materials, labor, freight or fuel costs prior to receipt of your order and deposit will be passed on to you. **Quality:** All work shall be performed in a workmanlike manner according to industry standards. Areas to receive flooring shall be free and clear of debris. Any changes to the work shall be performed only after execution of a written change order. **Quantities:** Quantity estimates are based on the plan take-off from Customer's submitted drawing(s) and subject to verification by field measurement. **Schedule and Delays:** Proposal is based on a continuous schedule. Proposal is based on regular working hours; Monday through Friday; 7:00 AM to 3:30 PM unless specifically stated otherwise. Any delays in the work caused by any delay in the delivery of materials or equipment shall not be the responsibility of Floors by Beckers, including any and all damages, of whatever type, arising from such delay. **Surface Preparation Testing:** Prior to commencement of Floors by Beckers' work: (a) Customer shall test all concrete sub floors receiving flooring for vapor emission levels and alkalinity per manufacturers' recommendations utilizing ASTM F2170 and provide written results to Floors by Beckers, including a list of any sealers applied to the concrete sub floor; (b) If Customer does not provide such reports at least 10 days prior to commencement of Floors by Beckers' work, then Customer shall provide Floors by Beckers with access to all concrete sub floors for appropriate testing and Customer shall be responsible for the costs of such testing; and (c) Any concrete sub floors not meeting manufacturers' requirements for installation will require correction or the execution of a separate waiver agreement. **Surface Preparation:** Unless specifically included, this proposal excludes all demolition, repair or take-up of existing flooring material, furniture moving, vacuuming, mopping, buffing, waxing, floor protection, floor floating, leveling or repair, sealing of the floor, cleaning or removal of oil, grease, solvents, paints, plaster or other foreign substances and asbestos control/abatement. Areas to receive new floor covering shall be of a smooth quality to receive floor covering. Floors by Beckers is to receive floors flat. Unless stated otherwise, any floor preparation required, will be completed on a time and material basis and require a written change order. New concrete surfaces shall not be over troweled or burnished. Burnished and over troweled slabs will be subject to additional floor preparation costs. **Vertical Transportation / Material Removal:** Dumpster and elevator hoisting, and/or any vertical hoisting of materials is to be provided by customer at no cost to Floors by Beckers.

Sincerely,

Mona Dodge
Account Executive
mdodge@floorsbybeckers.com

Madelyn Edling
Project Manager
medling@floorsbybeckers.com

Quote Number: 00176894 - 2407167801

Please sign and return one (1) copy of this proposal.

Signature: _____ Title: _____

Name: _____ Date: _____

City of Brooklyn Park

Request for Council Action

Agenda Item:	5.1	Meeting Date:	September 9, 2024
Agenda Section:	Public Hearings	Originating Department:	Operations & Maintenance
Resolution:	X	Prepared By:	Marc Culver, City Engineer
Ordinance:	N/A		
Attachments:	2	Presented By:	Marc Culver
Item:	Public Hearing to Receive Public Comment and Feedback Related to the Proposed METRO Blue Line Extension Design Plans		

City Manager's Proposed Action:

No action is required to be taken tonight. The City Council is required to hold a public hearing and to accept public comments. Action for municipal consent has been scheduled for September 23rd.

Overview:

The purpose of this public hearing is to provide an opportunity for the City Council to receive public comment and feedback on the proposed municipal consent design plans for the Metro Blue Line Extension Light Rail Transit (LRT) project which includes the reconstruction of West Broadway Ave (CSAH 103).

The Metro Blue Line Extension LRT project entered the municipal consent process on July 10, 2024. Minnesota law ([473.3994](#)) requires the Metropolitan Council to seek local government review and approval for light rail transit projects. During the municipal consent process, the public can also review the plans and provide comments directly to local governments or the Metropolitan Council and Hennepin County.

After reviewing the plans and receiving comments, the City Council will vote to approve or disapprove the municipal consent plans on September 23rd.

The preliminary Metro Blue Line Extension and CSAH 103 design plans show the general LRT system's physical design components include the LRT tracks, bridges, stations, roads and support structures. Existing conditions are also included in the plans. 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.

The public can submit written comments via email to the City at blueline@brooklynpark.org until September 16th. More information on how to provide written comment can be found at: <http://www.brooklynpark.org/light-rail/>.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments:

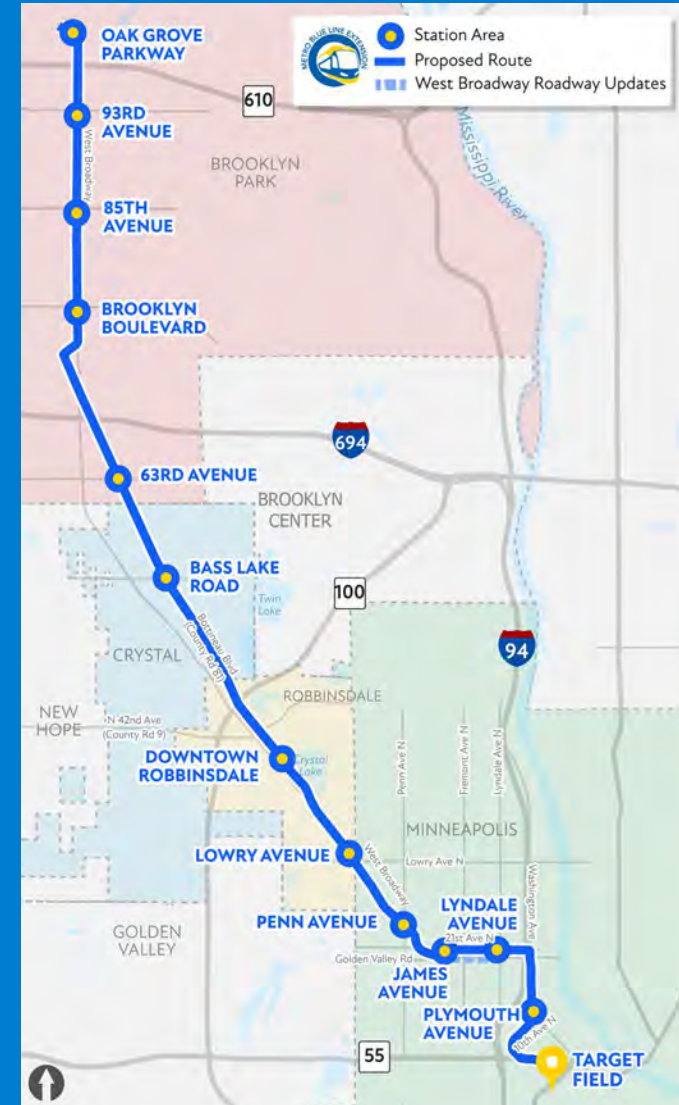
- 5.2A PRESENTATION
- 5.2B PROJECT PLANS

Blue Line Extension LRT Public Hearing

City Council Meeting Sept. 9, 2024

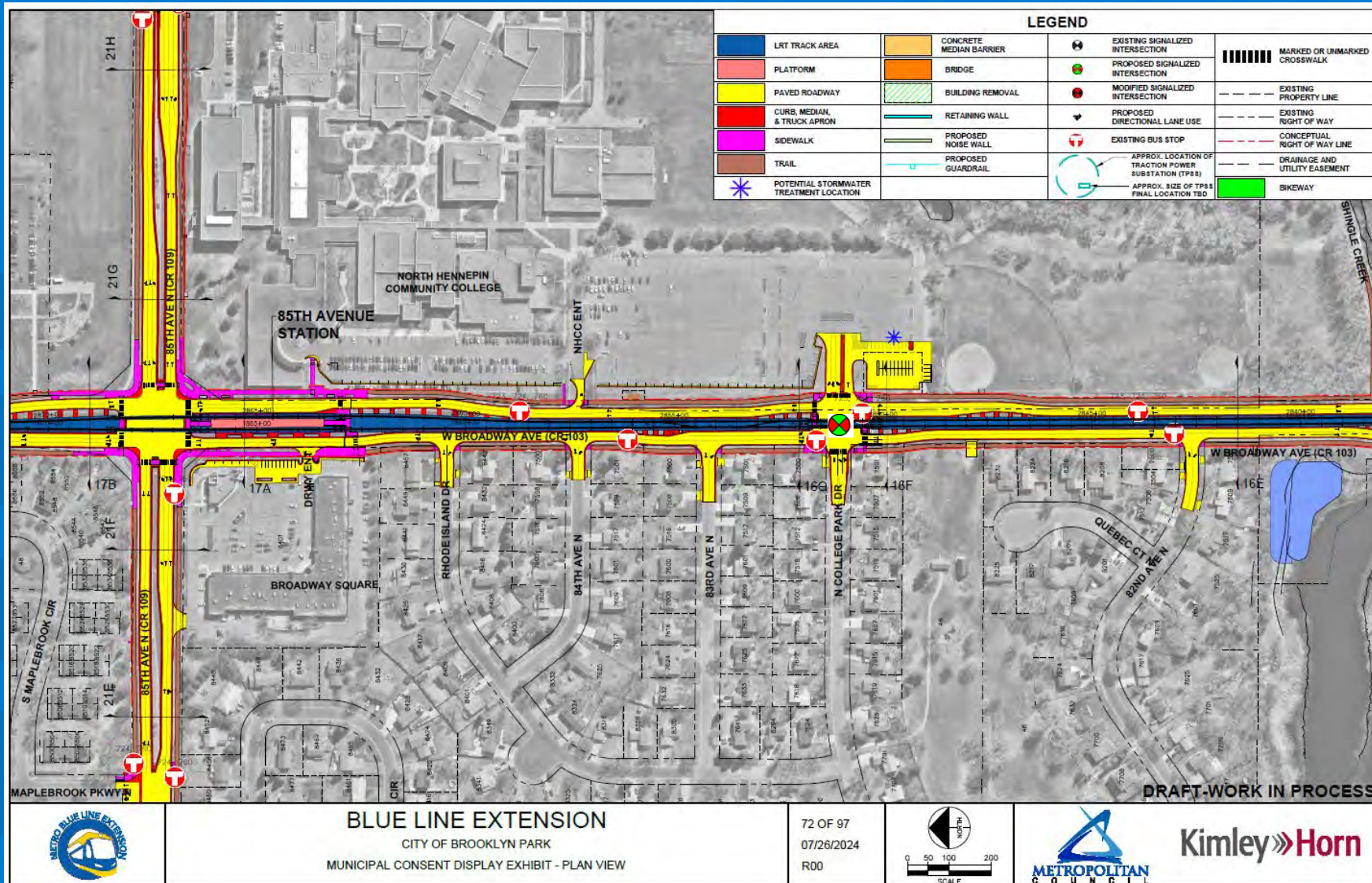
Blue Line Extension Proposed Project

- Extension of Blue Line LRT
 - Existing Blue Line runs from Target Field to the Mall of America
 - Blue Line Extension runs from Target Field through the cities of Minneapolis, Robbinsdale, Crystal, and Brooklyn Park terminating at Oak Grove Pkwy north of TH 610
 - 13.4 miles long with 12 stations – 3.5 miles in Brooklyn Park with 5 stations
 - Construction planned to start in 2027 with operations beginning in 2030



Sample Station Area

- 85th Ave Station
- Ped connections to NHCC and Broadway Square
- New signal at Brooklyn Blvd & Northwind Plaza
- Full access and signal to NHCC moved from 84th Ave to College Park Drive



Brooklyn Park Costs

- Most of Brooklyn Park costs are offset by federal transit funding
- North of TH 610: Estimated costs at \$11-12 million
 - Most of this would be assessed to benefiting properties in area
- Intersection and Corridor Aesthetic Treatments currently estimated at \$8.5 million
- Utility work south of TH 610 (water and sewer replacements and enhancements) estimated at \$6 million
- Undergrounding powerlines estimated at \$2.5 million
- Total estimated Brooklyn Park costs at \$29 - \$31 million
 - Funded with Utility Funds, Municipal State Aid, federal grants, EDA funds and assessments

Municipal Consent Process

- MN Statutes 473.3994 provides three options for each City along the route:

Approval

The City
approves the
plans as
submitted

No Action

The City takes
no action which
also results in
approval

Disapproval

The City must
identify changes
to the plans that
would result in
approval

- * *Disapproval triggers a hearing by the Metropolitan Council which will decide whether or not to implement the City's changes*
- * *There is no provision for a city to "STOP" the overall project*

Municipal Consent Process is NOT a vote on:

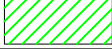
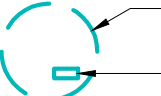
- LRT versus other modes of transit or transportation
- The cost effectiveness of LRT
- Operational issues related to LRT

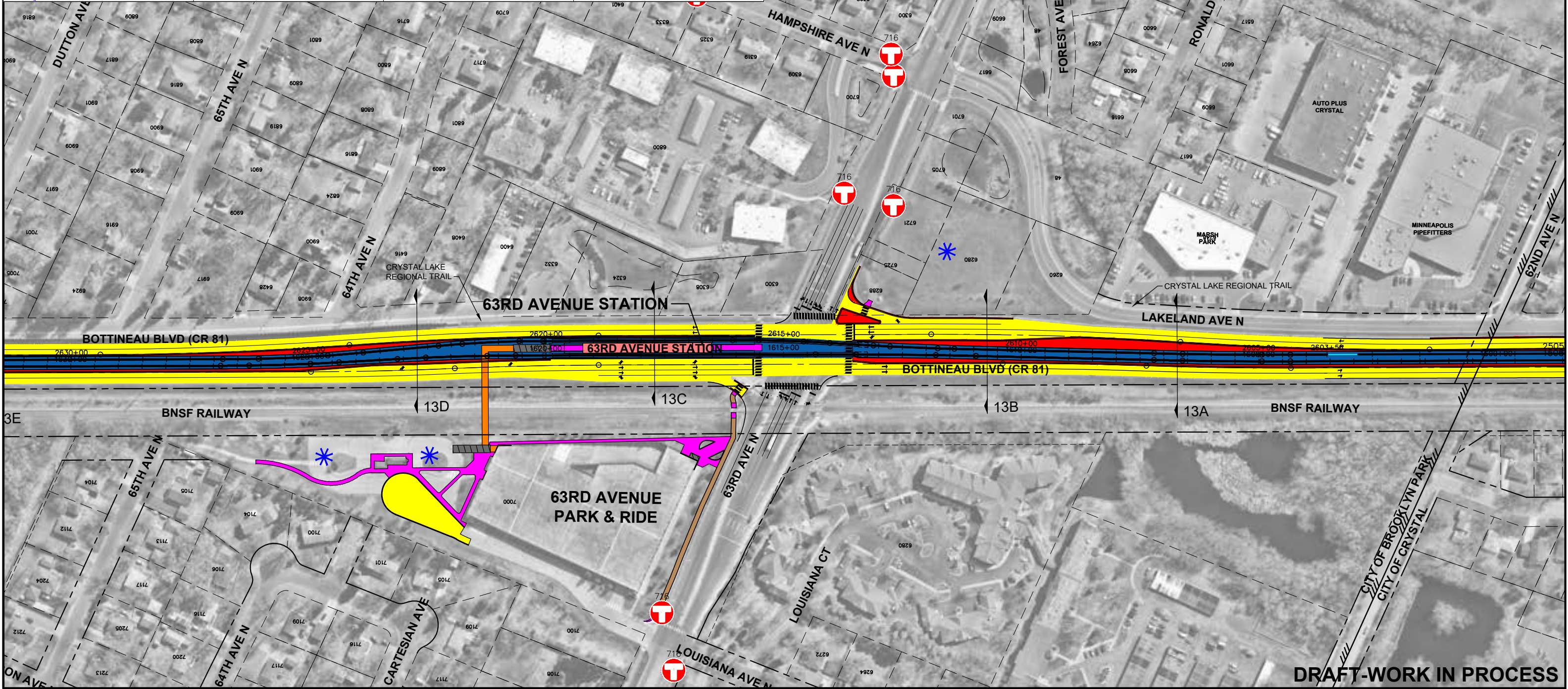
The Metropolitan Council and Hennepin County are the decision makers on these items

Staff will present a resolution to the City Council at their September 23rd Meeting to consider a vote on Municipal Consent

Questions

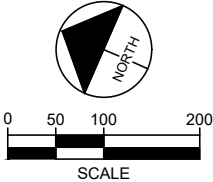


LEGEND							
	LRT TRACK AREA		CONCRETE MEDIAN BARRIER		EXISTING SIGNALIZED INTERSECTION		MARKED OR UNMARKED CROSSWALK
	PLATFORM		BRIDGE		PROPOSED SIGNALIZED INTERSECTION		
	PAVED ROADWAY		BUILDING REMOVAL		MODIFIED SIGNALIZED INTERSECTION		EXISTING PROPERTY LINE
	CURB, MEDIAN, & TRUCK APRON		RETAINING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

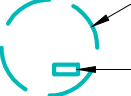


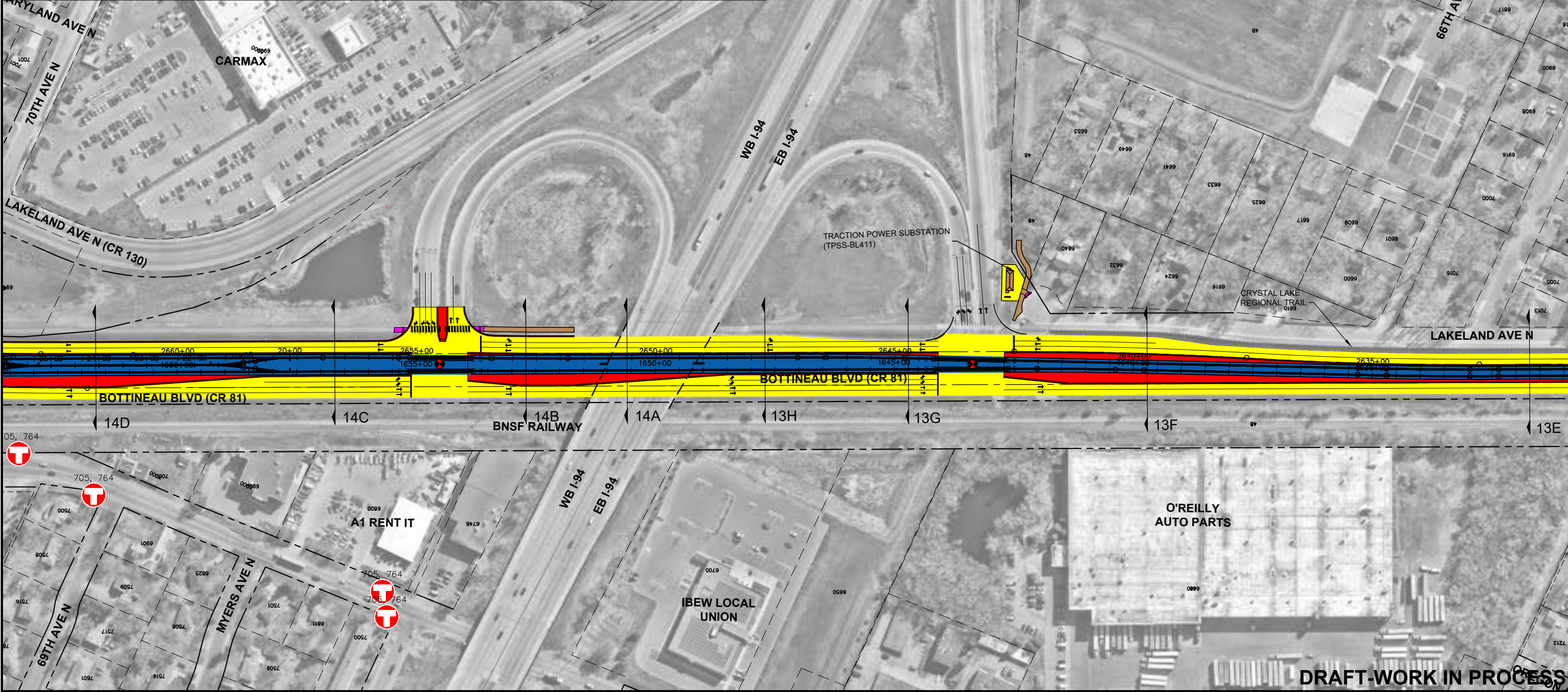
BLUE LINE EXTENSION
CITY OF CRYSTAL/CITY OF BROOKLYN PARK
MUNICIPAL CONSENT DISPLAY EXHIBIT - PLAN VIEW

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07/26/2024
R00



Kimley»Horn

LEGEND							
	LRT TRACK AREA		CONCRETE MEDIAN BARRIER		EXISTING SIGNALIZED INTERSECTION		MARKED OR UNMARKED CROSSWALK
	PLATFORM		BRIDGE		PROPOSED SIGNALIZED INTERSECTION		
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	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						BIKEWAY



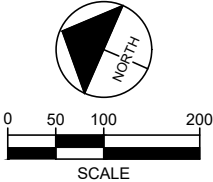
DRAFT-WORK IN PROCESS



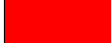
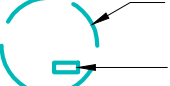
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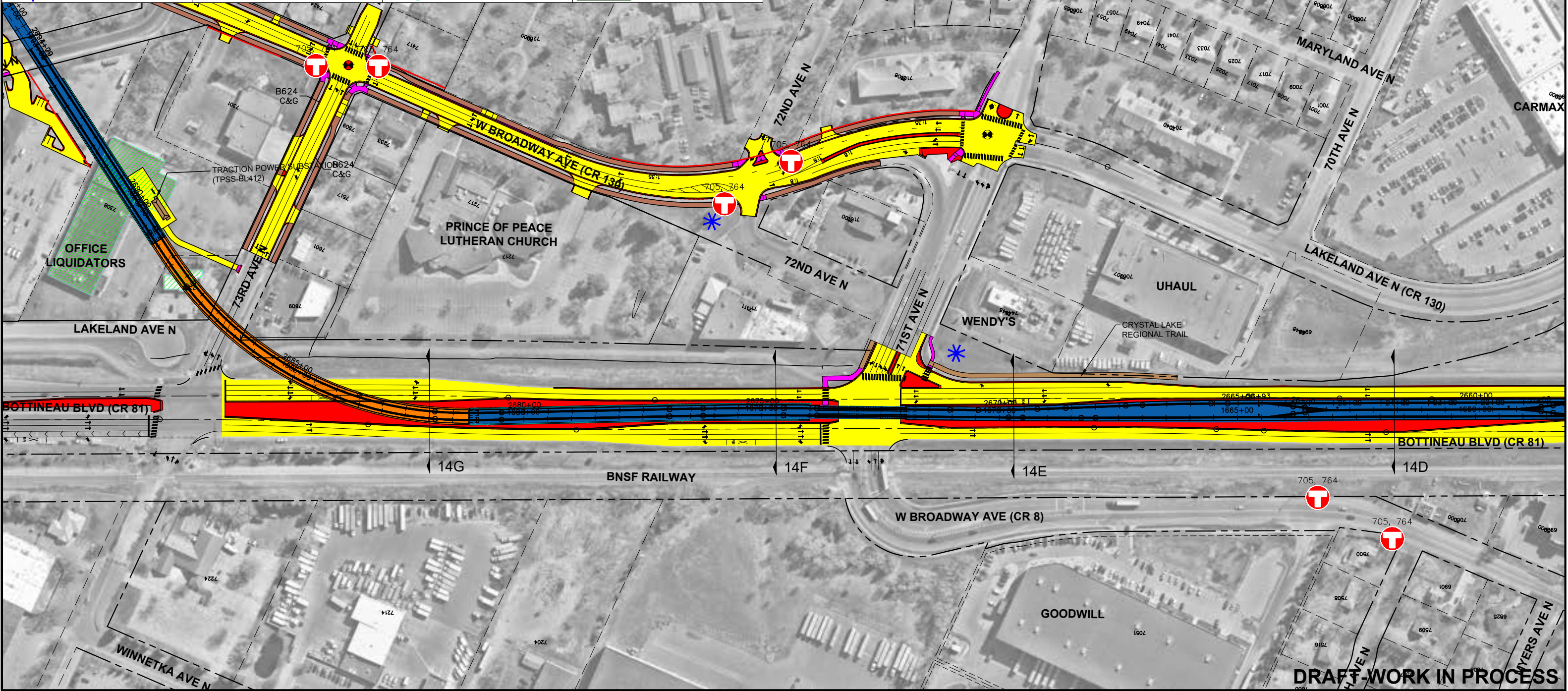
CITY OF BROOKLYN PARK
MUNICIPAL CONSENT DISPLAY EXHIBIT - PLAN VIEW

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07/26/2024
R00



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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
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	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

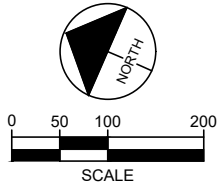


DRAFT-WORK IN PROCESS



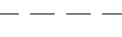
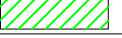
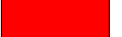
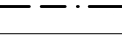
BLUE LINE EXTENSION
CITY OF BROOKLYN PARK
MUNICIPAL CONSENT DISPLAY EXHIBIT - PLAN VIEW

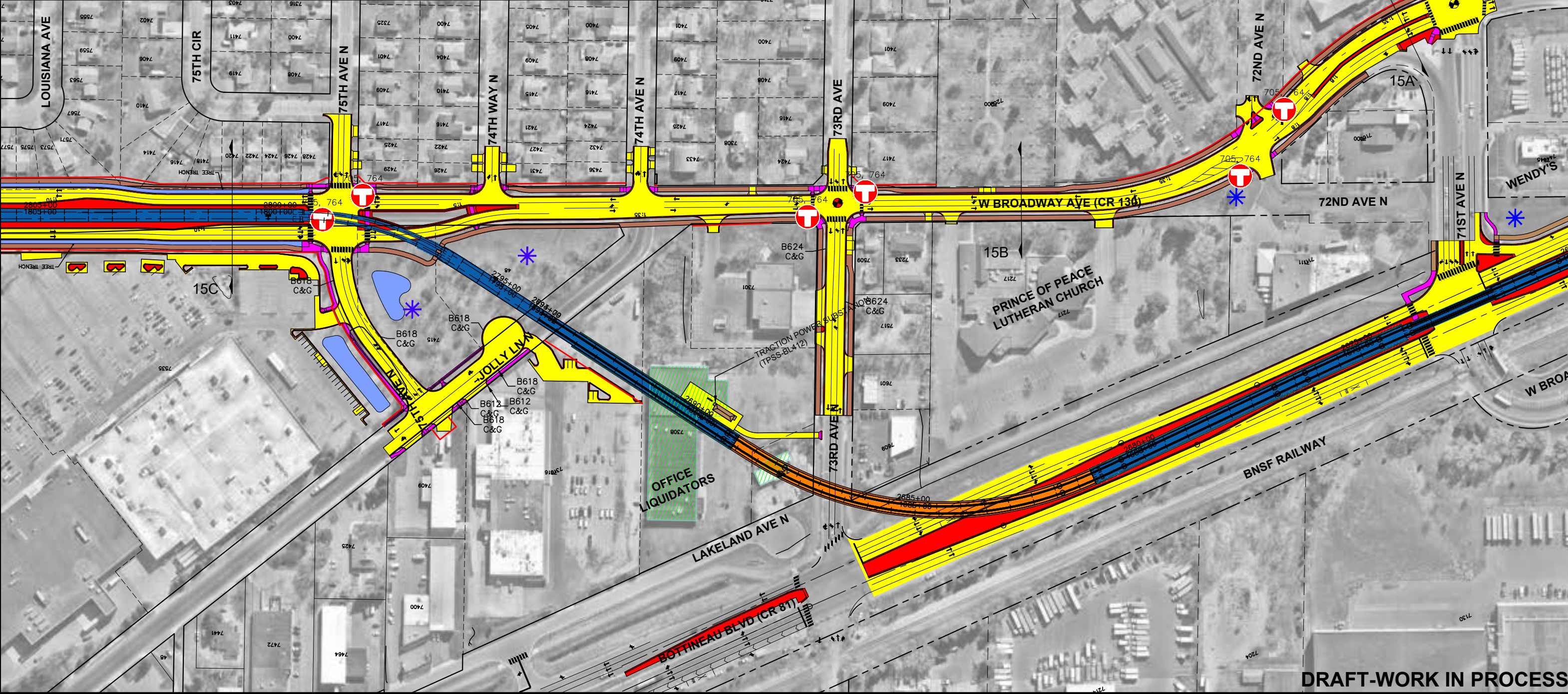
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07/26/2024
R00



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LEGEND

	LRT TRACK AREA		CONCRETE MEDIAN BARRIER		EXISTING SIGNALIZED INTERSECTION		MARKED OR UNMARKED CROSSWALK
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	POTENTIAL STORMWATER TREATMENT LOCATION				APPROX. SIZE OF TPSS FINAL LOCATION TBD		

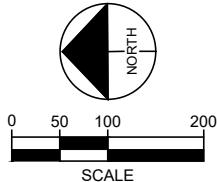


BLUE LINE EXTENSION

CITY OF BROOKLYN PARK

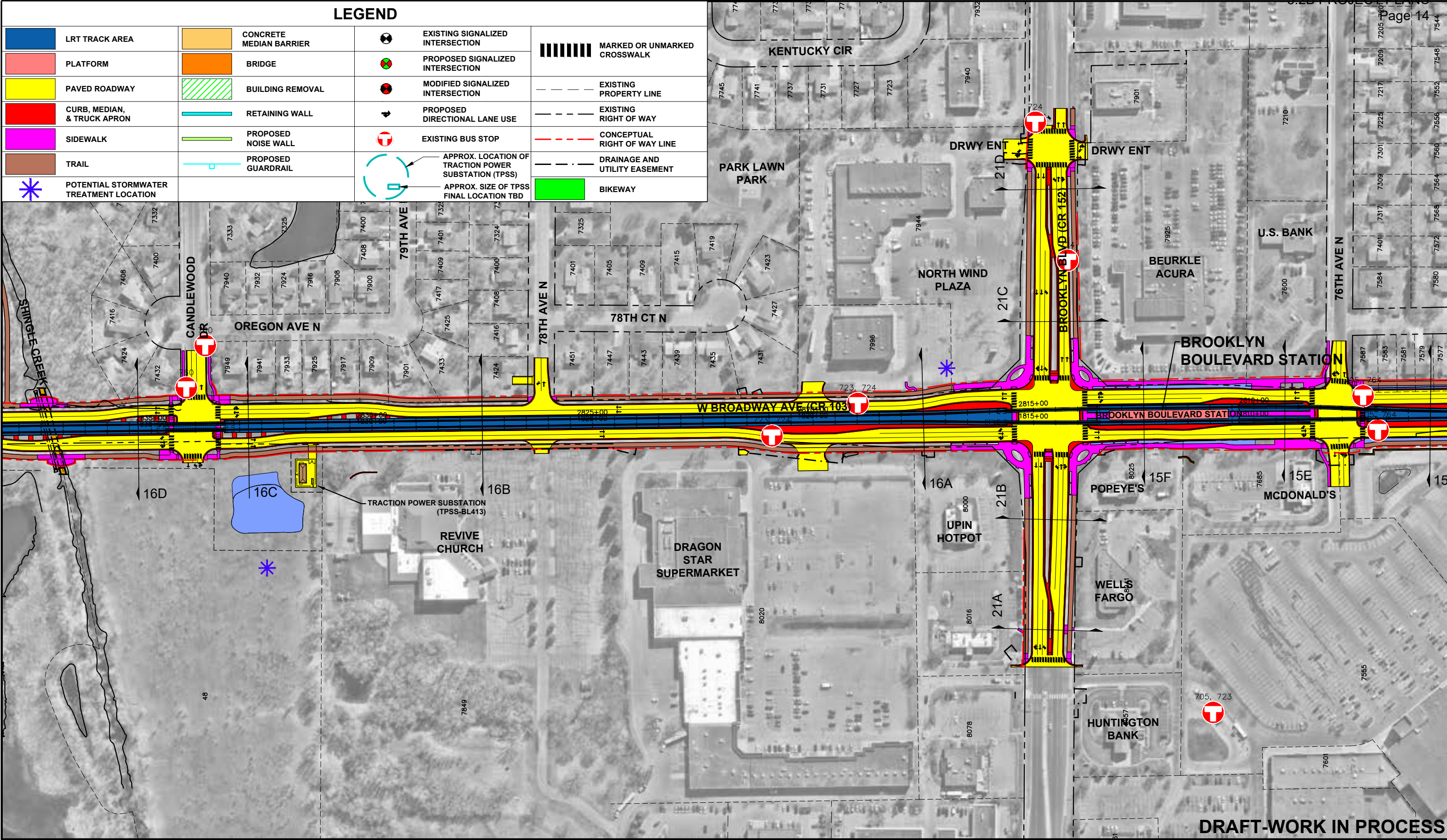
MUNICIPAL CONSENT DISPLAY EXHIBIT - PLAN VIEW

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07/26/2024
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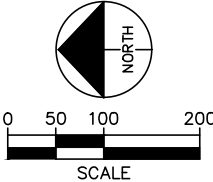
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DRAFT-WORK IN PROCESS



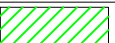
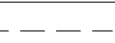
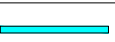
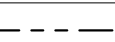
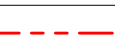
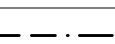
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CITY OF BROOKLYN PARK
MUNICIPAL CONSENT DISPLAY EXHIBIT - PLAN VIEW

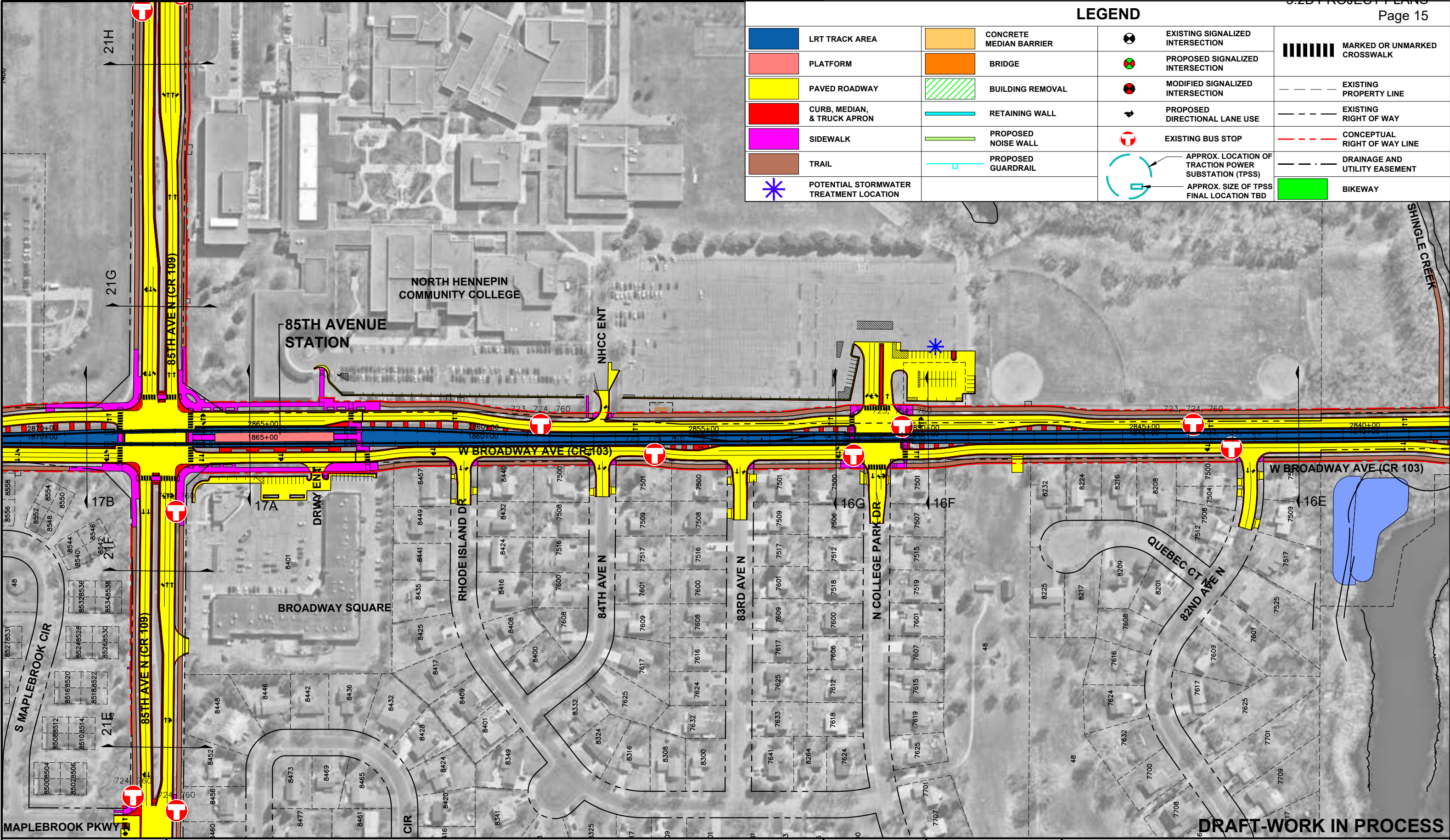
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LEGEND

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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		

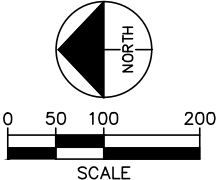


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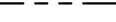
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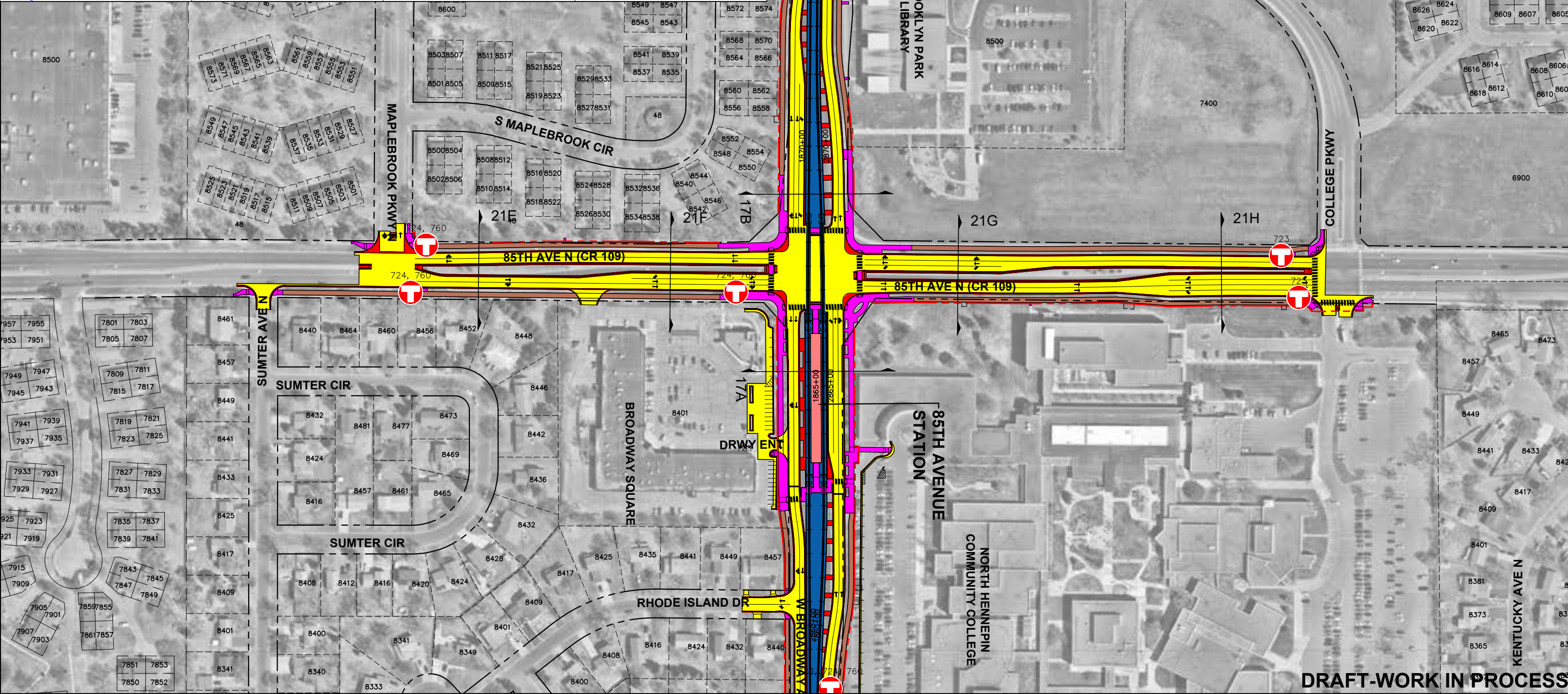
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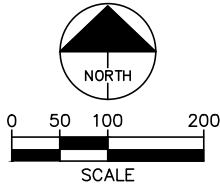
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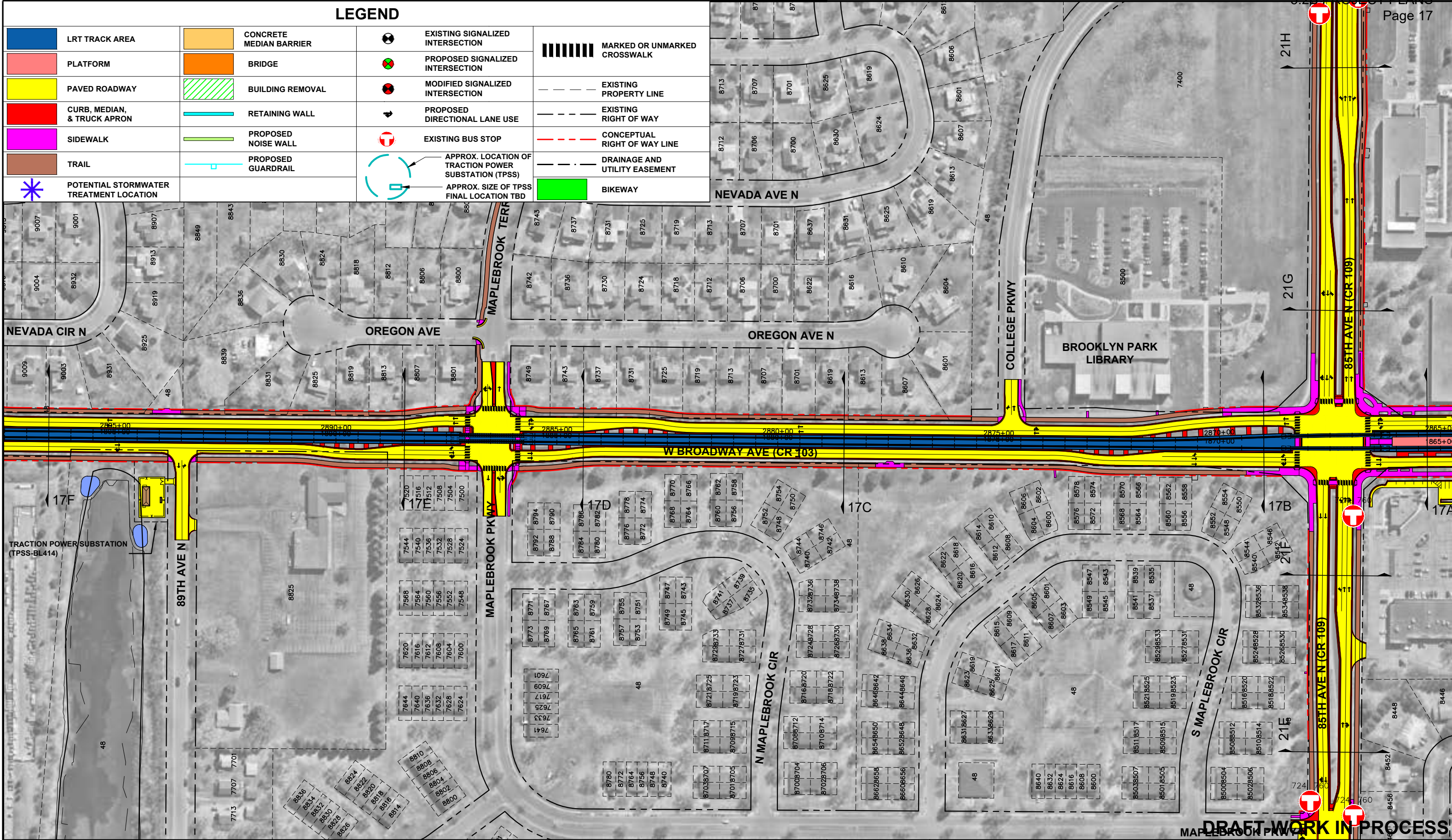
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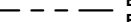


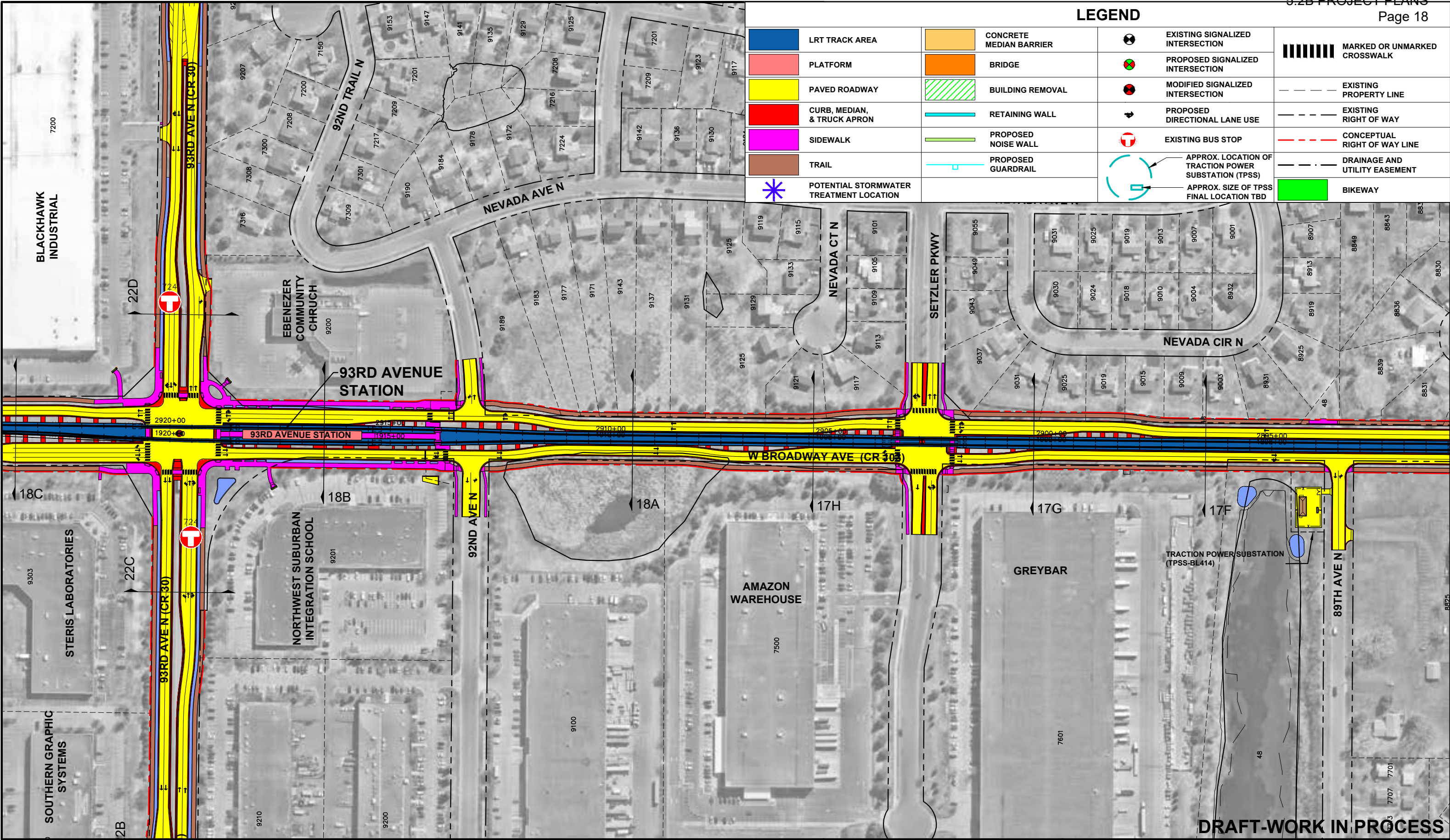
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 PLATFORM	 BRIDGE	 PROPOSED SIGNALIZED INTERSECTION	 EXISTING PROPERTY LINE
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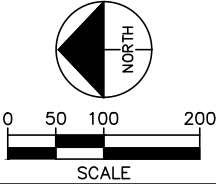


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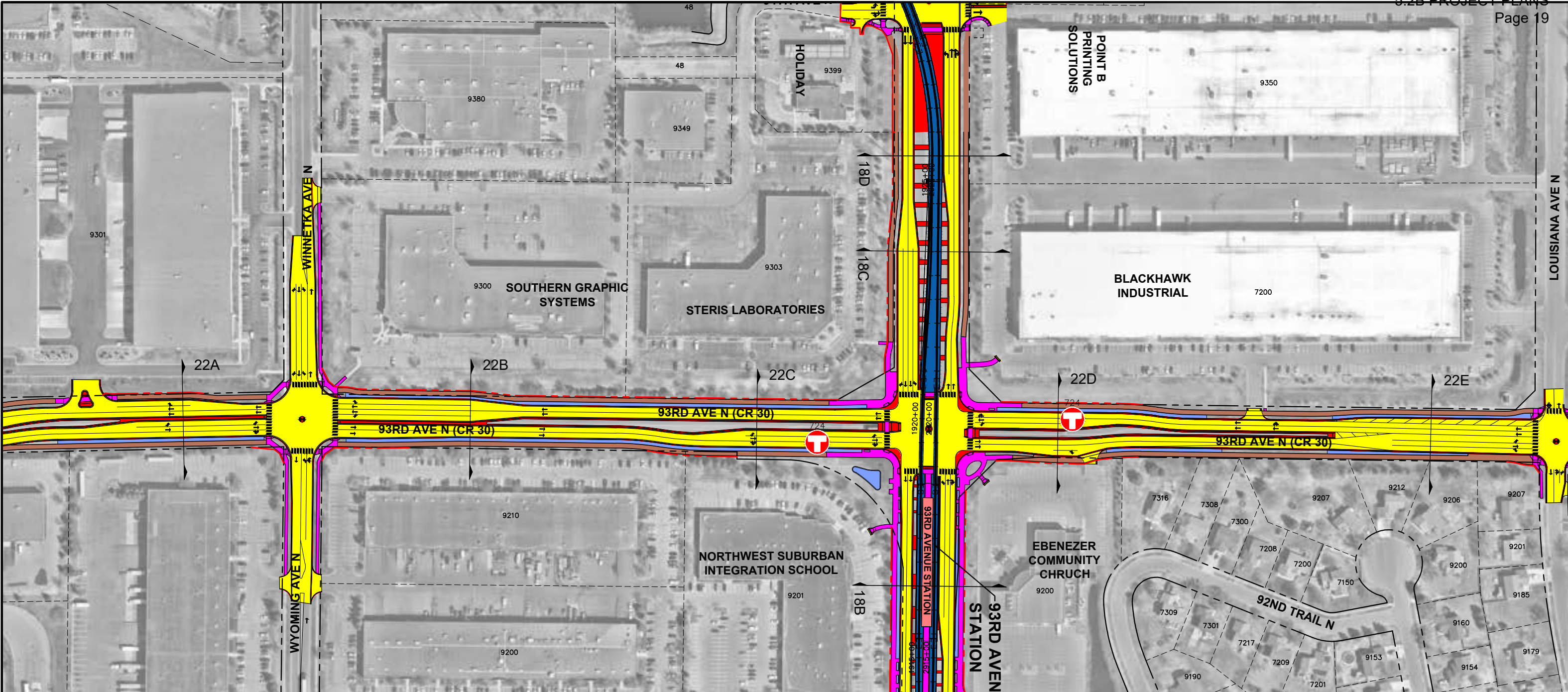


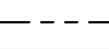
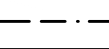
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LEGEND					
	LRT TRACK AREA		CONCRETE MEDIAN BARRIER		EXISTING SIGNALIZED INTERSECTION
	PLATFORM		BRIDGE		PROPOSED SIGNALIZED INTERSECTION
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					EXISTING PROPERTY LINE
					EXISTING RIGHT OF WAY
					CONCEPTUAL RIGHT OF WAY LINE
					DRAINAGE AND UTILITY EASEMENT



BLUE LINE EXTENSION

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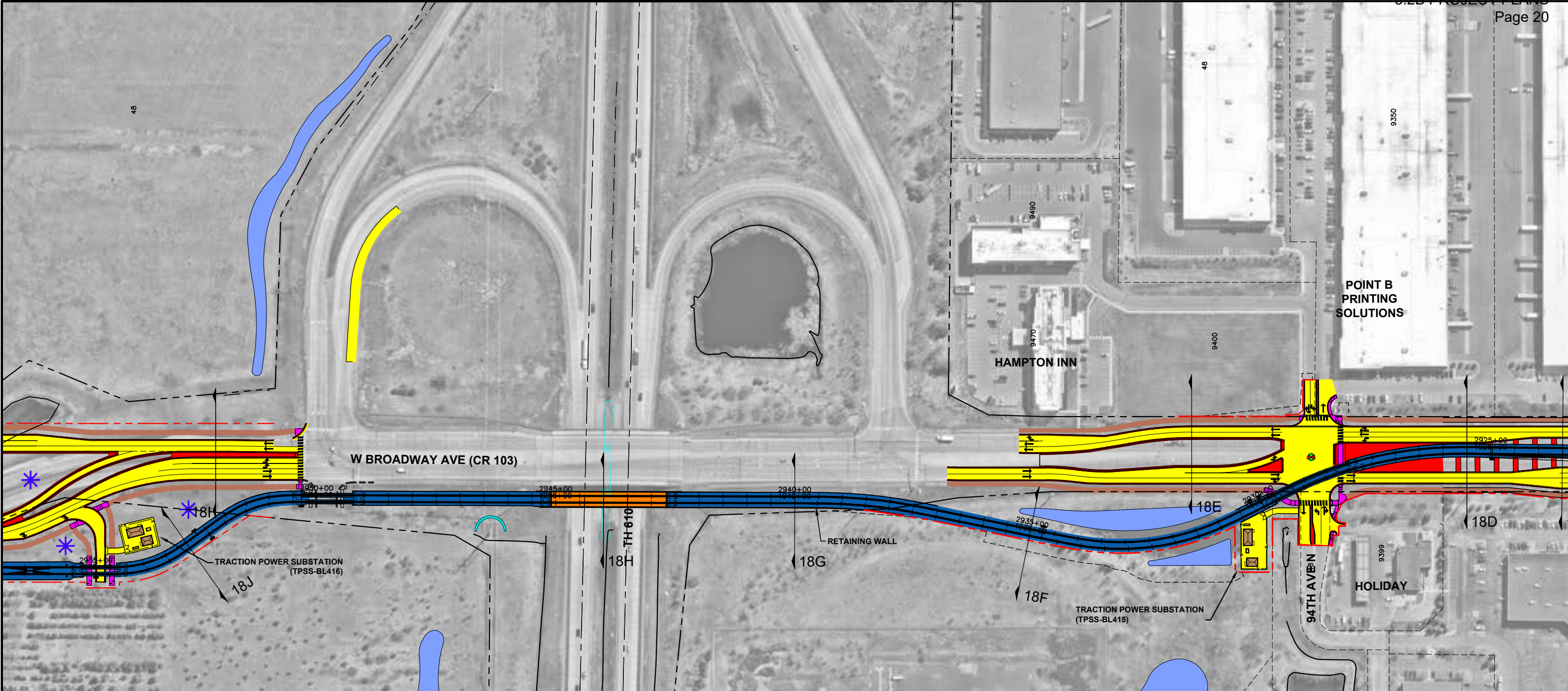
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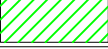
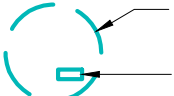


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	PLATFORM		BRIDGE		PROPOSED SIGNALIZED INTERSECTION		
	PAVED ROADWAY		BUILDING REMOVAL		MODIFIED SIGNALIZED INTERSECTION		EXISTING PROPERTY LINE
	CURB, MEDIAN, & TRUCK APRON		RETAINING WALL		PROPOSED DIRECTIONAL LANE USE		EXISTING RIGHT OF WAY
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	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

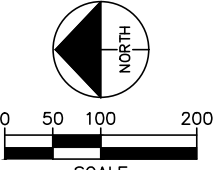
CITY OF BROOKLYN PARK

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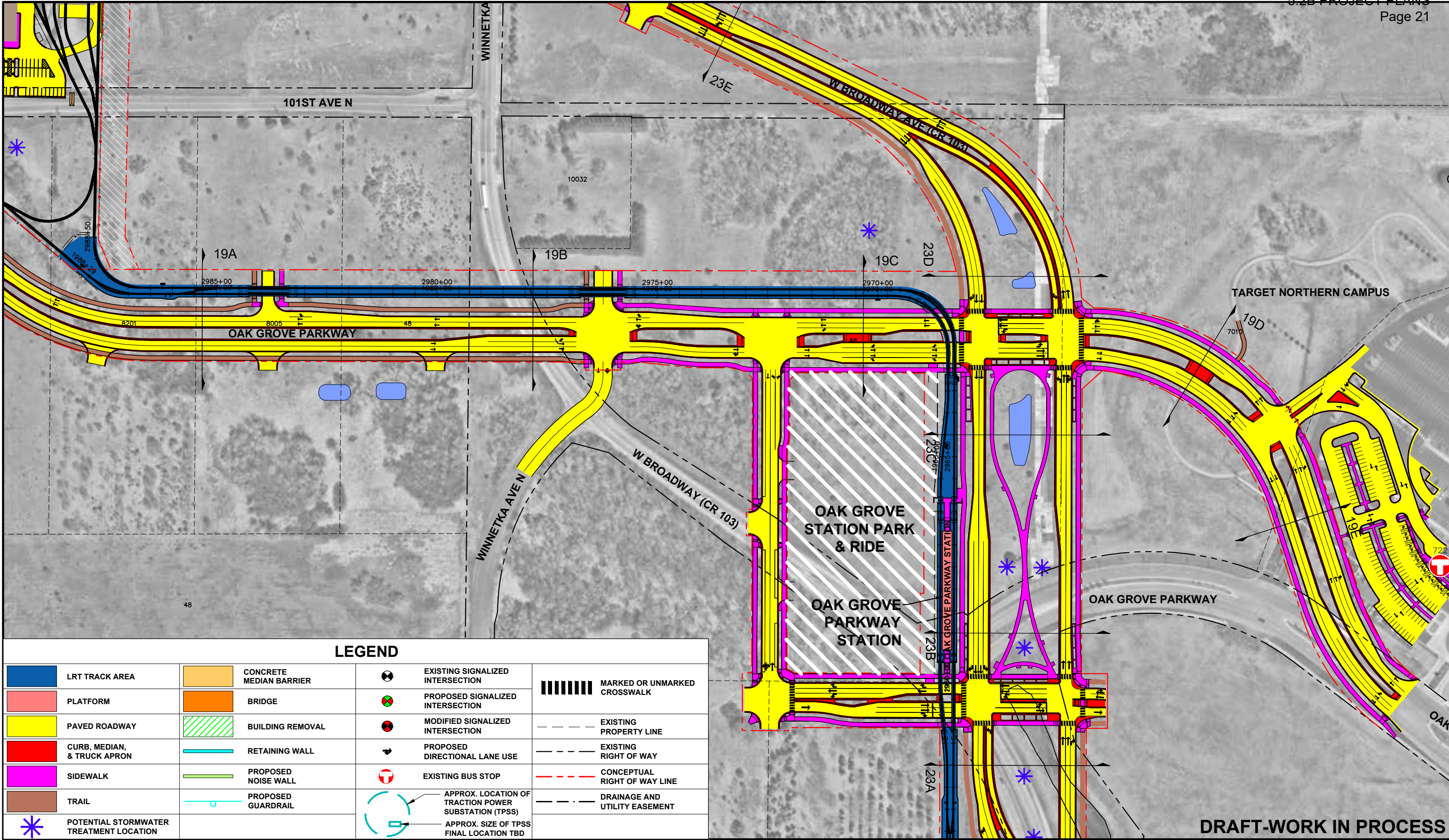
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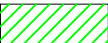
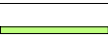
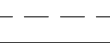
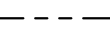
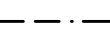




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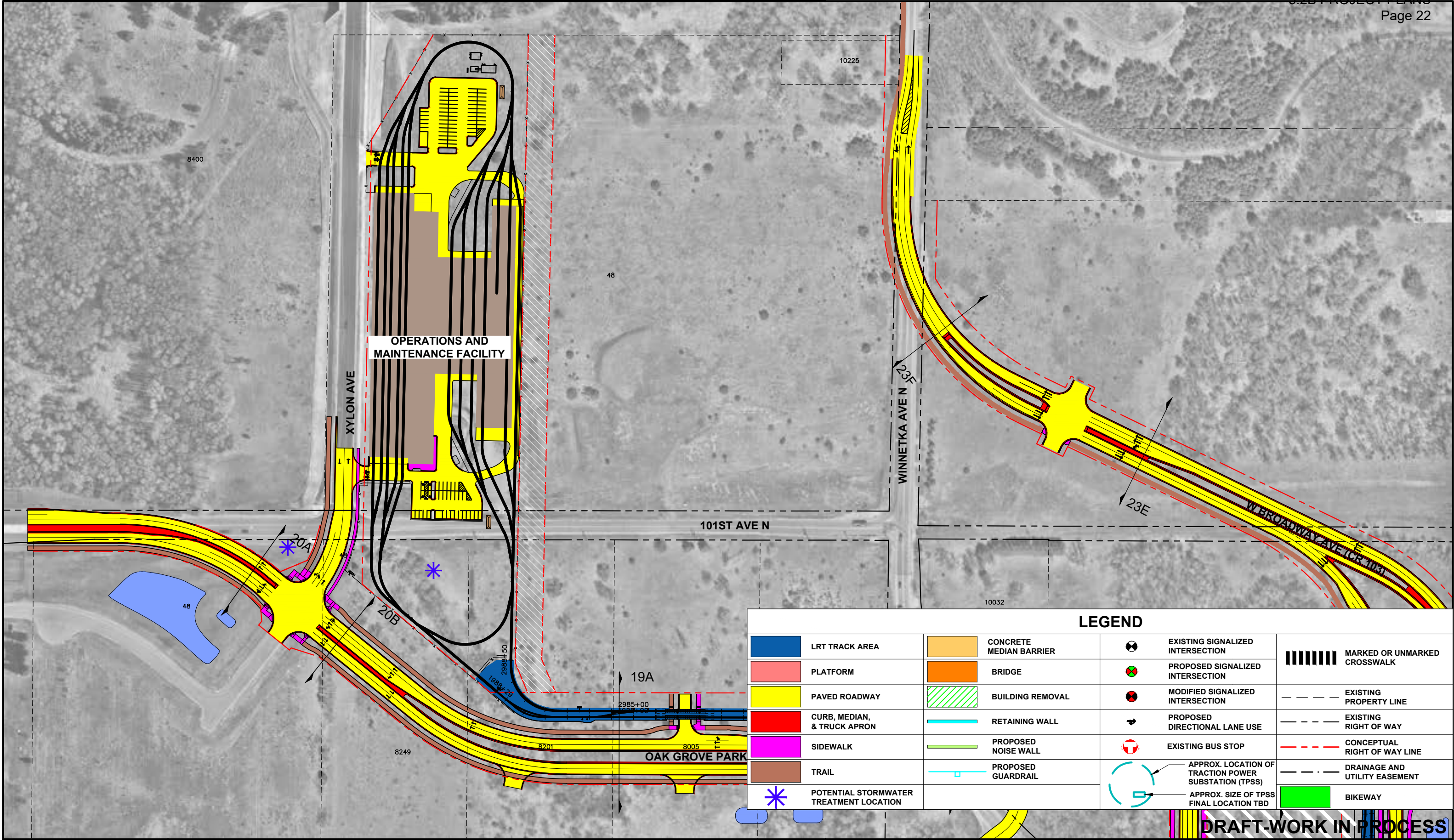
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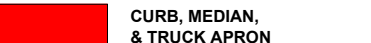
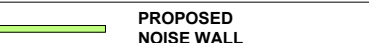
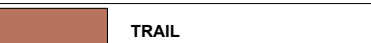
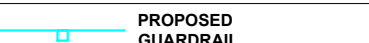


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	PLATFORM		BRIDGE		PROPOSED SIGNALIZED INTERSECTION
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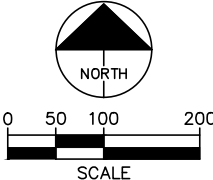
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			BIKEWAY



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City of Brooklyn Park Request for Council Action

Agenda Item:	7.1	Meeting Date:	August 26, 2024
Agenda Section:	General Action Items	Originating Department:	Police
Resolution:	N/A	Prepared By:	Mark Bruley, Police Chief
Ordinance:	N/A		
Attachments:	N/A		
Item:	Presentation of Flock Camera System		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO ACCEPT THE POLICE DEPARTMENT PROPOSAL TO PURCHASE A FLOCK CAMERA SYSTEM FOR THE CITY OF BROOKLYN PARK USING FRORFEITURE FUNDS.

Overview:

This action is to request Council approval to purchase Flock cameras. The initial cost is \$28,000 for eight cameras funded through forfeiture funds. Discuss with Council the proposal for the police department purchase of a Flock camera system for the City of Brooklyn Park to help reduce violent crime and leverage technology to address public safety needs.

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:	8.1	Meeting Date:	September 9, 2024
Agenda Section:	Discussion Items	Originating Department:	Community Development
Resolution:	N/A	Prepared By:	Jason Newby, Inspections & Environmental Health Manager Paul Mogush, Planning Director Keith Jullie, Rental and Business Licensing Manager
Ordinance:	N/A		
Attachments:	3	Presented By:	Jason Newby, Paul Mogush, Keith Jullie
Item:	Discussion of Cannabis Business Regulations in Brooklyn Park		

City Manager's Proposed Action:

Discuss and provide direction on cannabis business regulations including the number of licenses to be issued, locations of retail businesses, distances from certain uses, and the number of cannabis businesses allowed in Brooklyn Park.

Overview:

In 2023, the Minnesota State legislature legalized the possession, use, manufacturing, and sale of cannabis products and created regulations regarding the future use and sales of these products. The State Office of Cannabis Management (OCM) has been created and established a model ordinance with licensing procedures and requirements for cities. The State will license all cannabis businesses and cities will be allowed to register retail locations.

On May 6 during the work session, the City Council discussed a preference for local control of cannabis retail registrations and compliance checks. The State OCM will issue 13 cannabis business license types. All 13 license types can be regulated by location and distancing. Five of these license types can be registered by the city. Those license types include cannabis retailers, lower potency hemp retailers, mezzobusinesses, microbusinesses, medical cannabis with retail endorsement.

Primary Issues/Alternatives to Consider:

The city attorney has drafted a model ordinance that includes many of the same concepts as the one created by the OCM and the language aligns with the alcohol or tobacco ordinances. The discussion this evening will center around the questions provided to the council during the work session on September 3, 2024. These questions are also included as an attachment to this report.

Any input provided will be used to draft the ordinances related to cannabis and hemp businesses. Zoning changes must go through the zoning amendment process, while the registration and operational ordinances will follow the general ordinance amendment process.

Budgetary/Fiscal Issues:

Registration fees cannot exceed \$500 or half of the State license fee (whichever is less) for initial registration or \$1,000 for renewal registrations.

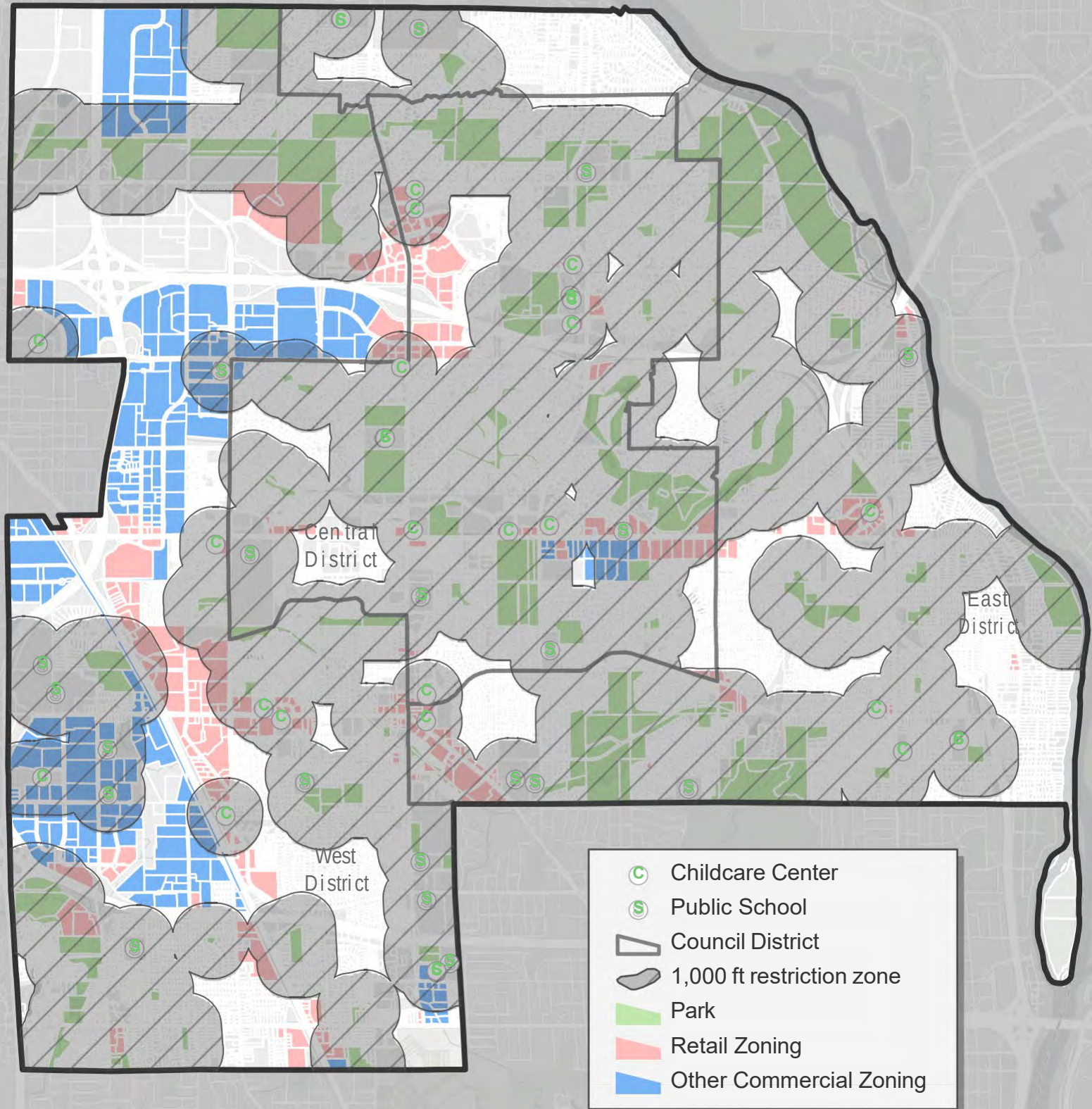
Attachments:

8.1A CANNABIS DISTANCING MAPS

- 8.1B GUIDE FOR LOCAL GOVERNMENTS ON ADULT USE CANNABIS
- 8.1C MEMO FROM CITY ATTORNEY

City Cannabis Licensing 1,000 foot restriction zone

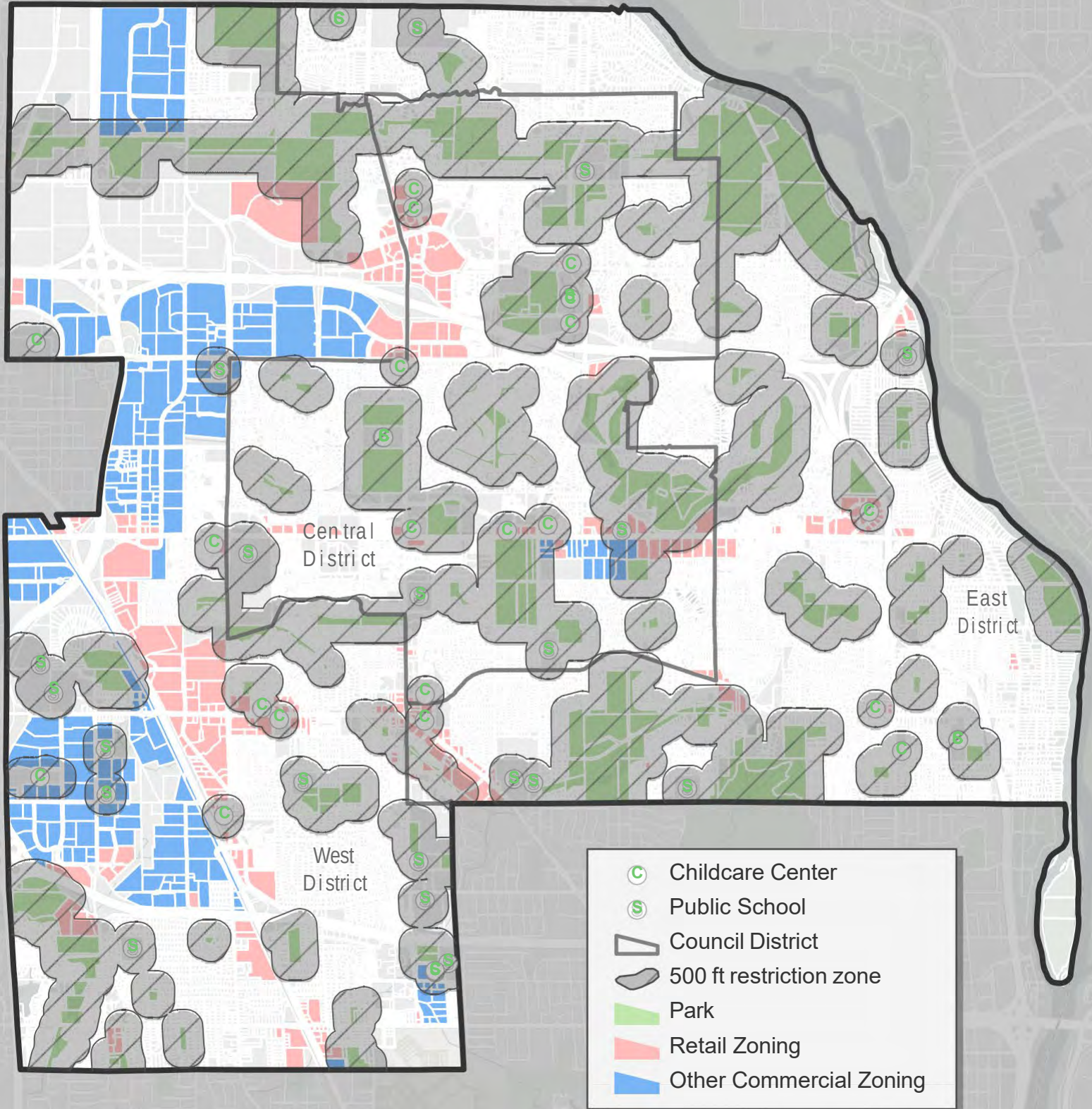
Brooklyn Park 



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City Cannabis Licensing 500 foot restriction zone

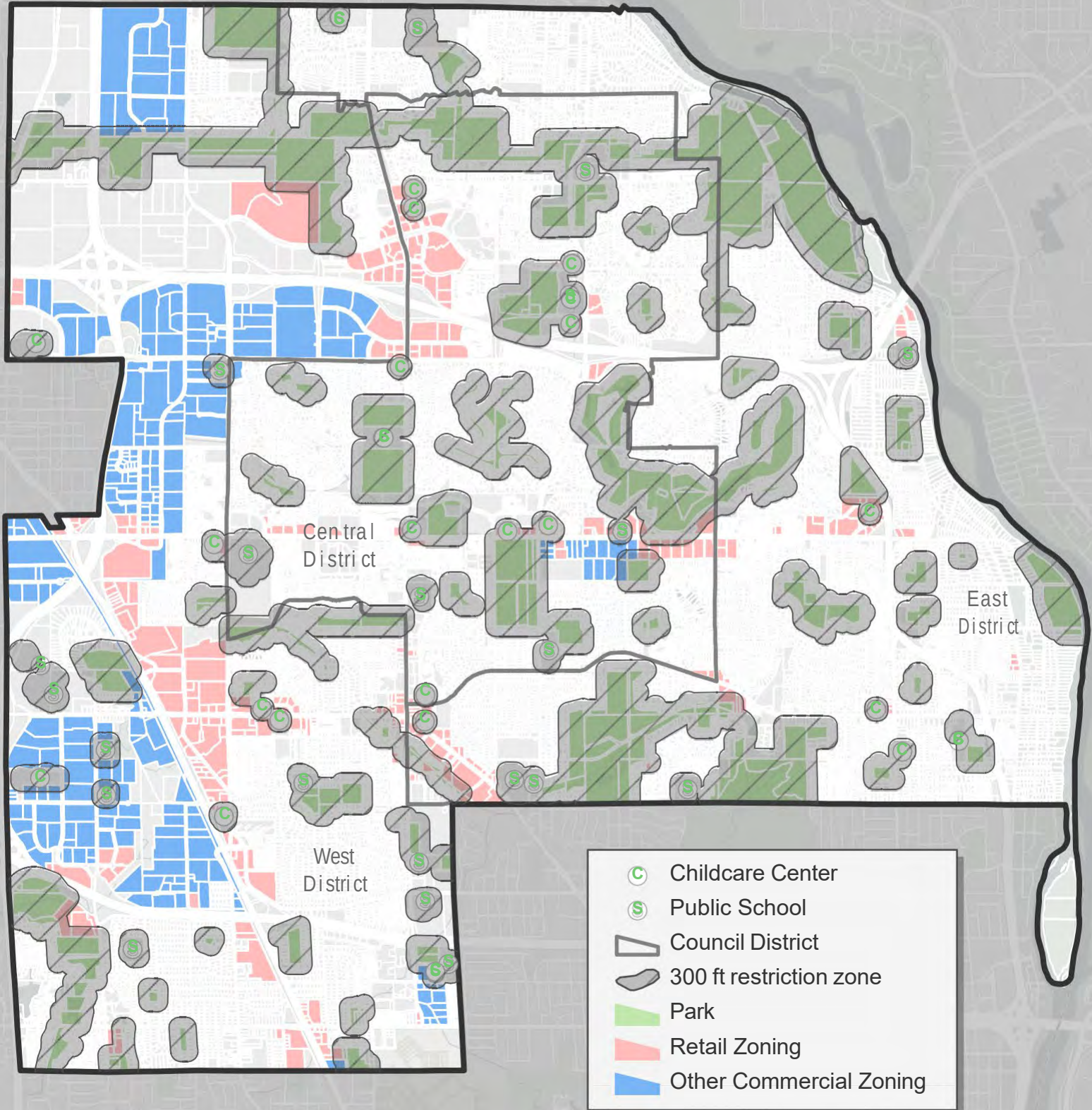
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City Cannabis Licensing 300 foot restriction zone

Brooklyn Park 



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A Guide for Local Governments on Adult-Use Cannabis



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Introduction

This guide serves as a general overview of **Minnesota’s new adult-use cannabis law**, and how **local governments** can expect to be involved. The guide also provides important information about Minnesota’s new Office of Cannabis Management (OCM), and the office’s structure, roles, and responsibilities. While medical cannabis continues to play an important role in the state’s cannabis environment, this guide is primarily focused on the adult-use cannabis law and marketplace.

The following pages outline the variety of cannabis business licenses that will be issued, provide a broad summary of important aspects of the adult-use cannabis law, and cover a wide range of expectations and authorities that relate to local governments. This guide also provides best practices and important requirements for developing a local cannabis ordinance.

Chapter 342 of Minnesota law was established by the State Legislature in 2023 and was updated in 2024. Mentions of “adult-use cannabis law” or “the law” throughout this guide refer to Chapter 342 and the changes made to it.

As of this guide’s date of publication, state regulations governing the adult-use cannabis market have not yet been published — **this document will be updated** when such regulations become effective.



This guide is not a substitute for legal advice, nor does it seek to provide legal advice. Local governments and municipal officials seeking legal advice should consult an attorney.

About OCM

Minnesota's **Office of Cannabis Management** is the state regulatory office created to oversee the implementation and regulation of the adult-use cannabis market, the medical cannabis market, and the consumer hemp industry. Housed within OCM are the **Division of Medical Cannabis** (effective July 1, 2024), which operates the medical cannabis program, and the **Division of Social Equity**, which promotes development, stability, and safety in communities that have experienced a disproportionate, negative impact from cannabis prohibition and usage.



OCM, through Chapter 342, is tasked with establishing rules and policy and exercising its regulatory authority over the Minnesota cannabis industry. In its duties, OCM is mandated to:

- Promote public health and welfare.
- Protect public safety.
- Eliminate the illicit market for cannabis flower and cannabis products.
- Meet the market demand for cannabis flower and cannabis products.
- Promote a craft industry for cannabis flower and cannabis products.
- Prioritize growth and recovery in communities that have experienced a disproportionate, negative impact from cannabis prohibition.

OCM governs the application and licensing process for cannabis and hemp businesses, specific requirements for each type of license and their respective business activities, and conducts enforcement and inspection activities across the Minnesota cannabis and hemp industries.

License Types

Minnesota law allows for **13** different types of business licenses, each fulfilling a unique role in the cannabis and hemp supply chain. In addition to license types below, OCM will also issue endorsements to license holders to engage in specific activities, including producing, manufacturing, and sale of medical cannabis for patients.

Microbusiness

Microbusinesses may cultivate cannabis and manufacture cannabis products and hemp products, and package such products for sale to customers or another licensed cannabis business. Microbusiness may also operate a single retail location.

Mezzobusiness

Mezzobusinesses may cultivate cannabis and manufacture cannabis products and hemp products, and package such products for sale to customers or another licensed cannabis business. Mezzobusiness may also operate up to three retail locations.

Cultivator

Cultivators may cultivate cannabis and package such cannabis for sale to another licensed cannabis business.

Manufacturer

Manufacturers may manufacture cannabis products and hemp products, and package such products for sale to a licensed cannabis retailer.

Retailer

Retailers may sell immature cannabis plants and seedlings, cannabis, cannabis products, hemp products, and other products authorized by law to customers and patients.

Wholesaler

Wholesalers may purchase and/or sell immature cannabis plants and seedlings, cannabis, cannabis products, and hemp products from another licensed cannabis business.

Wholesalers may also import hemp-derived consumer products and lower-potency hemp edibles.

License Types (continued)

Transporter

Transporters may transport immature cannabis plants and seedlings, cannabis, cannabis products, and hemp products to licensed cannabis businesses.

Testing Facility

Testing facilities may obtain and test immature cannabis plants and seedlings, cannabis, cannabis products, and hemp products from licensed cannabis businesses.

Event Organizer

Event organizers may organize a temporary cannabis event lasting no more than four days.

Delivery Service

Delivery services may purchase cannabis, cannabis products, and hemp products from retailers or cannabis business with retail endorsements for transport and delivery to customers.

Medical Cannabis Combination Business

Medical cannabis combination businesses may cultivate cannabis and manufacture cannabis and hemp products, and package such products for sale to customers, patients, or another licensed cannabis business. Medical cannabis combination businesses may operate up to one retail location in each congressional district.

Lower-Potency Hemp Edible Manufacturer

Lower-potency hemp edible manufacturers may manufacture and package lower-potency hemp edibles for consumer sale, and sell hemp concentrate and lower-potency hemp edibles to other cannabis and hemp businesses.

Lower-Potency Hemp Edible Retailer

Lower-potency hemp edible retailers may sell lower-potency hemp edibles to customers.

Each license is subject to further restrictions on allowable activities. Maximum cultivation area and manufacturing allowances vary by license type. Allowable product purchase, transfer, and sale between licensees are subject to restrictions in the law.

The Adult-Use Cannabis Law

Minnesota's new adult-use cannabis law permits the personal use, possession, and transportation of cannabis by those 21 years of age and older, and allows licensed businesses to conduct cultivation, manufacturing, transport, delivery, and sale of cannabis and cannabis products.

For Individuals

- **Possession limits:**
 - Flower – 2 oz. in public, 2 lbs. in private residence
 - Concentrate – 8 g
 - Edibles (including lower-potency hemp) – 800 mg THC
- **Consumption** only allowed on private property or at licensed businesses with on-site consumption endorsements. Consumption not allowed in public.
- **Gifting** cannabis to another individual over 21 years old is allowed, subject to possession limits.
- **Home cultivation** is limited to four mature and four immature plants (eight total) in a single residence. Plants must be in an enclosed and locked space.
- **Home extraction** using volatile substances (e.g., butane, ethanol) is not allowed.
- **Unlicensed sales** are not allowed.



For Businesses

- **Advertising:**
 - May not include or appeal to those under 21 years old.
 - Must include proper warning statements.
 - May not include misleading claims or false statements.
 - Billboards are not allowed.
- The flow of all products through the supply chain must be tracked by the state-authorized **tracking system**.
- All products sold to consumers and patients must be **tested for contaminants**.
- **Home delivery** is allowed by licensed businesses.



The Cannabis Licensing Process

An applicant will take the following steps to proceed from application to active licensure. As described, processes vary depending on social equity status and/or whether the type of license being sought is capped or uncapped in the general licensing process.

License Preapproval: Early Mover Process for Social Equity Applicants

The license preapproval process is a one-time application process available for verified social equity applicants. State law requires OCM to open the application window on July 24, 2024, and close the window on August 12, 2024. The preapproval process is available for the following license types, and all are capped in this process: microbusiness, mezzobusiness, cultivator, retailer, wholesaler, transporter, testing facility, and delivery service.

Preapproval steps:

1. Applicant's social equity applicant (SEA) status verified.
2. Complete application and submit application fees.
3. Application vetted for minimum requirements by OCM.
4. Application (if qualified) entered into lottery drawing.
5. If selected in lottery, OCM completes background check of selected applicant and issues license preapproval.
6. Applicant with license preapproval* submits business location and amends application accordingly.
7. OCM forwards completed application to local government.
8. Local government completes certification of zoning compliance.
9. OCM conducts site inspection.
10. When regulations are adopted, license becomes active, operations may commence.

*For social equity applicants with license preapproval for microbusiness, mezzobusiness, or a cultivator license, they may begin growing cannabis plants prior to the adoption of rules if OCM receives approval from local governments in a form and manner determined by the office. This is only applicable to cultivation and does not authorize retail sales or other endorsed activities of the licenses prior to the adoption of rules.

The Cannabis Licensing Process (cont.)

The general licensing process will align with the adoption of rules and OCM will share more information about the timing of general licensing process. The general licensing process includes social equity applicants and non-social equity applicants.

General Licensing: Cultivator, Manufacturer, Retailer, Mezzobusiness

1. Complete application and submit application fees.
2. Application vetted for minimum requirements by OCM.
3. Application (if qualified) entered into lottery drawing.
4. If selected in lottery, OCM completes background check of selected applicant and issues preliminary approval.
5. Applicant with preliminary approval submits business location and amends application accordingly.
6. OCM forwards completed application to local government.
7. Local government completes certification of zoning compliance.
8. OCM conducts site inspection.
9. License becomes active, operations may commence.*

General Licensing: Microbusiness, Wholesaler, Transporter, Testing Facility, Event Organizer

1. Complete application and submit application fees.
2. Application vetted for minimum requirements by OCM.
3. For qualified applicants, OCM completes background check of vetted applicant and issues preliminary approval.
4. Selected applicant submits business location and amends application accordingly.
5. OCM forwards completed application to local government.
6. Local government completes certification of zoning compliance.
7. OCM conducts site inspection.
8. License becomes active, operations may commence.*

*For businesses seeking a retail endorsement (microbusiness, mezzobusiness, and retailer), a valid local retail registration is required prior to the business commencing any retail sales. See Page 16 for information on the local retail registration process.

General Authorities

Local governments in Minnesota have various means of oversight over the cannabis market, as provided by the adult-use cannabis law. Local governments may not issue outright bans on cannabis business, or limit operations in a manner beyond what is provided by state law.

Cannabis Retail Restrictions (342.13)

Local governments may limit the number of retailers and microbusiness/mezzobusinesses with retail endorsements allowed within their locality, as long as there is **at least one retail location per 12,500 residents**. Local units of government are not obligated to seek out a business to register as cannabis business if they have not been approached by any potential applicants, but cannot prohibit the establishment of a business if this population requirement is not met. Local units of government may also issue more than the minimum number of registrations. Per statutory direction, a municipal cannabis store (Page 19) cannot be included in the minimum number of registrations required. For population counts, the state demographer estimates will likely be utilized.

Tribal Governments (342.13)

OCM is prohibited from and will not issue state licenses to businesses in Indian Country without consent from a tribal nation. Tribal nations hold the authority to license tribal cannabis businesses on tribal lands – this process is separate than OCM’s licensing process and authority. Subject to compacting, Tribal nations may operate cannabis businesses off tribal lands. There will be more information available once the compacting processes are complete.

Taxes (295.81; 295.82)

Retail sales of taxable cannabis products are subject to the state and local sales and use tax and a 10% gross receipts tax. Cannabis gross receipts tax proceeds are allocated as follows: 20% to the local government cannabis aid account and 80% to the state general fund. Local taxes imposed solely on sale of cannabis products are prohibited.

Cannabis retailers will be subject to the same real property tax classification as all other retail businesses. Real property used for raising, cultivating, processing, or storing cannabis plants, cannabis flower, or cannabis products for sale will be classified as commercial and industrial property.

General Authorities (cont.)

Retail Timing Restrictions (342.13)

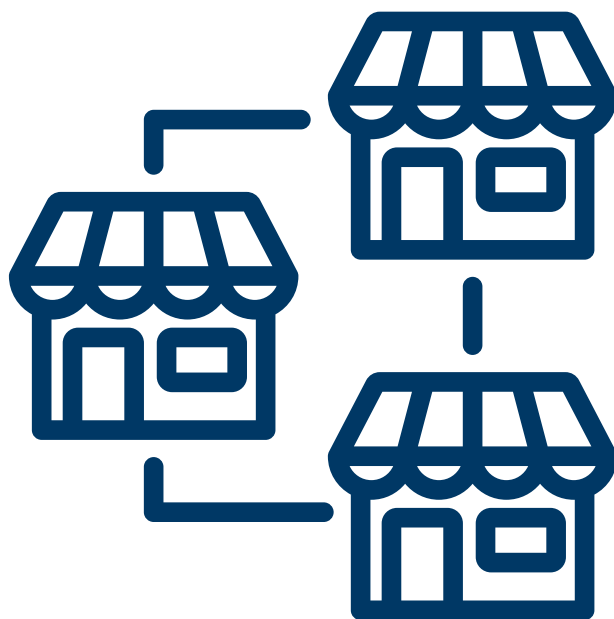
Local governments may prohibit retail sales of cannabis between the hours of 8 a.m. and 10 a.m. Monday-Saturday, and 9 p.m. and 2 a.m. the following day.

Operating Multiple Locations with One License

Certain cannabis licenses allow for multiple retail locations to be operated under a single license, with the following limitations:

- **Retailers:** up to five retail locations.
- **Mezzobusinesses:** up to three retail locations.
- **Microbusinesses:** up to one retail location.
- **Medical cannabis combination businesses:** one retail location per congressional district. Additionally, medical cannabis combination businesses may cultivate at more than one location within other limitations on cultivation.

For all other license types, one license permits the operation of one location. Each retail location requires local certification and/or registration.



Zoning and Land Use

Buffer Guidelines (342.13)

State law does not restrict how a local government conducts its zoning designations for cannabis businesses, except that they may prohibit the operation of a cannabis business within 1,000 feet of a school, or 500 feet of a day care, residential treatment facility, or an attraction within a public park that is regularly used by minors, including playgrounds and athletic fields.

Zoning Guidelines

While each locality conducts its zoning differently, a few themes have emerged across the country. For example, cannabis manufacturing facilities are often placed in industrial zones, while cannabis retailers are typically found in commercial/retail zones. Cannabis retail facilities align with general retail establishments and are prohibited from allowing consumption or use onsite, and are also required to have plans to prevent the visibility of cannabis and hemp-derived products to individuals outside the retail location. Industrial hemp is an agricultural product, and should be zoned as such.

Cannabis businesses should be zoned under existing zoning ordinances in accordance with the license type or endorsed activities held by the cannabis business. Note that certain types of licenses may be able to perform multiple activities which may have different zoning analogues. In the same way municipalities may zone a microbrewery that predominately sells directly to onsite consumers differently than a microbrewery that sells packaged beer to retailers and restaurants, so too might a municipality wish to zone two microbusinesses based on the actual activities that each business is undertaking. Table 1, included on Pages 13 and 14, explains the types of activities that cannabis businesses might undertake, as well as, some recommended existing zoning categories.

Zoning and Land Use (cont.)

Table 1: Cannabis and Hemp Business Activities

Endorsed Activity	License Type Eligible to Do Endorsed Activity	Description of Activity	Comparable Districts	Municipal Considerations
Cultivation	Cultivator Mezzobusiness Microbusiness Medical Cannabis Combination	"Cultivation" means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis plants, cannabis flower, hemp plants, or hemp plant parts.	Indoor: Industrial, Commercial, Production Outdoor: Agricultural	Odor Potential need for transportation from facility Waste, water, and energy usage Security
Cannabis Manufacturing, Processing, Extraction	Manufacturer Mezzobusiness Microbusiness Medical Cannabis Combination	This group of endorsed activities turn raw, dried cannabis and cannabis parts into other types of cannabis products, e.g. edibles or topicals.	Industrial, Commercial, Production	Odor Potential need for transportation from facility Waste, water, and energy usage Security
Hemp Manufacturing	Lower-Potency Hemp Edible (LPHE) Manufacturing	These business convert hemp into LPHE edible products.	Industrial, Commercial, Production	Odor Waste, water, and energy
Wholesale	Wholesale Cultivator Manufacturer Mezzobusiness Microbusiness Medical Cannabis Combination	This activity and license type allows a business to purchase from a business growing or manufacturing cannabis or cannabis products and sell to a cannabis business engaged in retail.	Industrial, Commercial, Production	Need for transportation from facility Security

Zoning and Land Use (cont.)

Table 1: Cannabis and Hemp Business Activities (continued)

Endorsed Activity	License Type Eligible to Do Endorsed Activity	Description of Activity	Comparable Districts	Municipal Considerations
Cannabis Retail	Retail Mezzobusiness Microbusiness Medical Cannabis Combination	This endorsed activity and license types allow a business to sell cannabis and cannabis products directly to consumers.	Retail, Neighborhood Shopping Districts, Light Industrial, Existing districts where off-sale liquor or tobacco sales are allowed.	Micros may offer onsite consumption, similar to breweries. Micros and Mezzos may include multiple activities: cultivation, manufacture, and/or retail.
Transportation	Cannabis Transporter	This license type allows a company to transport products from one license type to another.		Fleet based business that will own multiple vehicles, but not necessarily hold a substantial amount of cannabis or cannabis products.
Delivery	Cannabis Delivery	This license type allows for transportation to the end consumer.		Fleet based business that will own multiple vehicles, but not necessarily hold a substantial amount of cannabis or cannabis products.
Events	Event Organizer	This license entitles license holder to organizer a temporary event lasting no more than four days.	Anywhere that the city permits events to occur, subject to other restrictions related to cannabis use.	On site consumption. Retail sales by a licensed or endorsed retail business possible.

Local Approval Process

Local governments play a critical role in the licensing process, serving as a near-final approval check on cannabis businesses nearing the awarding of a state license for operations. Once an applicant has been vetted by OCM and is selected for proceeding in the verification process, they are then required to receive the local government's certification of zoning compliance and/or local retail registration before operations may commence.



Local Certification of Zoning Compliance (342.13; 342.14)

Following OCM's vetting process, local governments must **certify** that the applicant with preliminary approval has achieved **compliance with local zoning ordinances** prior to the licensee receiving final approval from OCM to commence operations.

During the application and licensing process for cannabis businesses, OCM will notify a local government when an applicant intends to operate within their jurisdiction and request a certification as to whether a proposed cannabis business complies with local zoning ordinances, and if applicable, whether the proposed business complies with state fire code and building code.

According to Minnesota's cannabis law, a local unit of government has 30 days to respond to this request for certification of compliance. If a local government does not respond to OCM's request for certification of compliance within the 30 days, the cannabis law allows OCM to issue a license. OCM may not issue the final approval for a license if the local government has indicated they are not in compliance.

OCM will work with local governments to access the licensing software system to complete this zoning certification process.

Local Approval Process (cont.)

Local Retail Registration Process (342.22)

Once the licensing process begins, local government registration applies to cannabis retailers or other cannabis/hemp businesses seeking a retail endorsement. Local governments must issue a retail registration after verifying that:

- The business has a valid license or license preapproval issued by OCM.
- The business has paid a registration fee or renewal fee to the local government;
 - Initial registration fees collected by a local government may be \$500 or half the amount of the applicable initial license fee, whichever is less, and renewal registration fees may be \$1,000 or half the amount of the applicable renewal license fee, whichever is less.
- The business is found to be in compliance with Chapter 342 and local ordinances.
- If applicable, the business is current on all property taxes and assessments for the proposed retail location.

Local registrations may also be issued by counties if the respective local government transfers such authorities to the county.

Determining a Process for Limiting Retail Registrations

If a local government wishes to place a limitation on the number of retailers and microbusiness/mezzobusinesses with retail endorsements allowed within their locality (as long as there is at least one retail location per 12,500 residents, see Page 10), state law does not define the process for a local government's selection if there are more applicants than registrations available. A few options for this process include the use of a lottery, a first-come/first-serve model, a rolling basis, and others. Local governments should work with an attorney to determine their specific process for selection if they wish to limit the number of licensed cannabis retailers per 342.13. Local governments are not required to limit the number of licensed cannabis retailers.

Local Approval Process (cont.)

Local governments are permitted specific authorities for registration refusal and registration suspension, in addition to—and not in conflict with—OCM authorities.

Registration and Renewal Refusals

Local governments may refuse the registration and/or certification of a license renewal if the license is associated with an individual who, within five years of the license application, has been convicted of a felony or willful violation of a federal or state law or local ordinance related to the manufacture, sale, distribution, or possession for sale or distribution of an alcoholic beverage.



Local Registration Suspension (342.22)

Local governments may suspend the local retail registration of a cannabis business or hemp business if the business is determined to not be operating in compliance with a local ordinance authorized by 342.13 or if the operation of the business poses an immediate threat to the health and safety of the public. The local government must immediately notify OCM of the suspension if it occurs. OCM will review the suspension and may reinstate the registration or take enforcement action.

Expedited Complaint Process (342.13)

Per state law, OCM will establish an expedited complaint process during the rulemaking process to receive, review, read, and respond to complaints made by a local unit of government about a cannabis business. Upon promulgation of rules, OCM will publish the complaint process.

At a minimum, the expedited complaint process shall require the office to provide an initial response to the complaint within seven days and perform any necessary inspections within 30 days. Within this process, if a local government notifies OCM that a cannabis business poses an immediate threat to the health or safety of the public, the office must respond within one business day.

Inspections & Compliance Checks

Local governments are permitted specific business inspection and compliance check authorities, in addition to—and not in conflict with—OCM authorities.

Inspections and Compliance Checks (342.22)

Local governments must conduct **compliance checks** for cannabis and hemp businesses holding retail registration **at least once per calendar year**. These compliance checks must verify compliance with age verification procedures and compliance with any applicable local ordinance established pursuant to 342.13. OCM maintains inspection authorities for all cannabis licenses to verify compliance with operation requirements, product limits, and other applicable requirements of Chapter 342.



Municipal Cannabis Stores

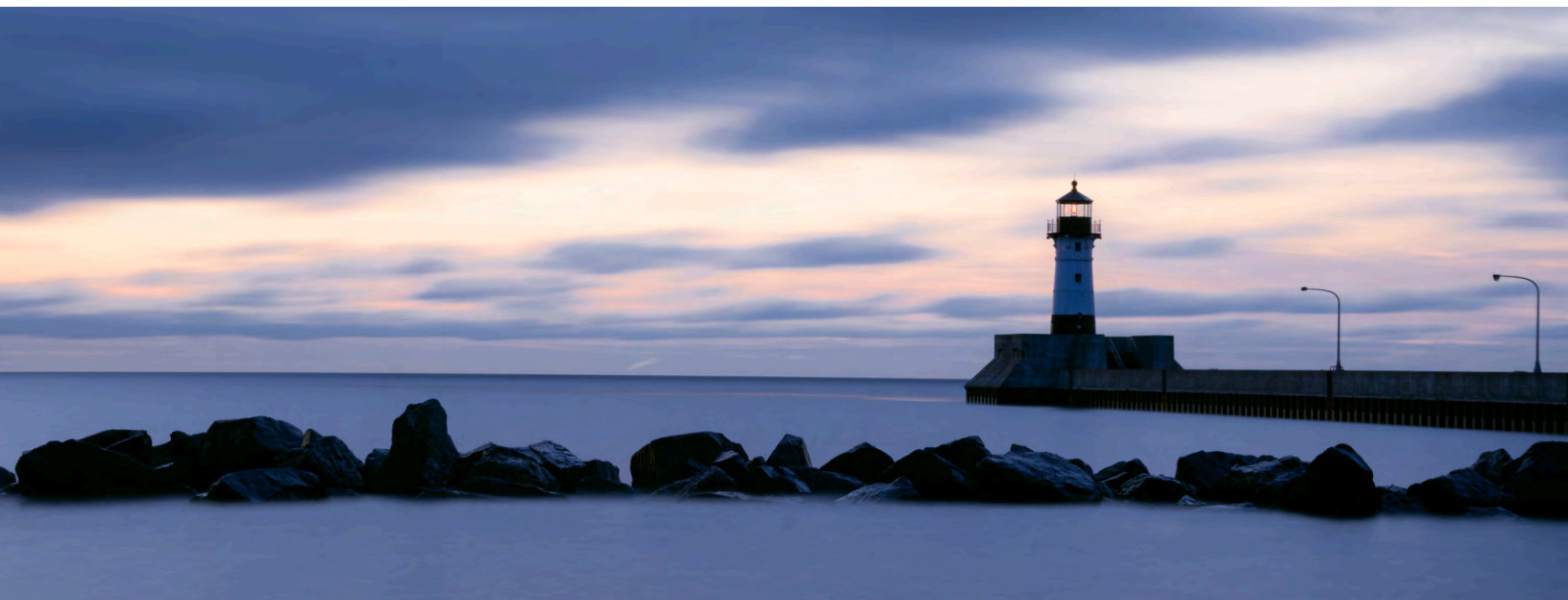
As authorized in Chapter 342.32, local governments are permitted to apply for a cannabis retail license to establish and operate a municipal cannabis store.

State law requires OCM issue a license to a city or county seeking to operate a single municipal cannabis store if the city or county:

- Submits required application information to OCM,
- Meets minimum requirements for licensure, and
- Pays applicable application and license fee.

A municipal cannabis store will not be included in the total count of retail licenses issued by the state under Chapter 342.

A municipal cannabis store cannot be counted as retail registration for purposes of determining whether a municipality's cap on retail registrations imposed by ordinance.



Creating Your Local Ordinance

As authorized in 342.13, a local government may adopt a local ordinance regarding cannabis businesses. Establishing local governments' ordinances on cannabis businesses in a timely manner is critical for the ability for local cities or towns to establish local control as described in the law, and is necessary for the success of the statewide industry and the ability of local governments to protect public health and safety. The cannabis market's potential to create jobs, generate revenue, and contribute to economic development at the local and state level is supported through local ordinance work. The issuance of local certifications and registrations to prospective cannabis businesses is also dependent on local ordinances.

- Local governments may not prohibit the possession, transportation, or use of cannabis, or the establishment or operation of a cannabis business licensed under state law.
- Local governments may adopt reasonable restrictions on the time, place, and manner of cannabis business operations (see Page 8).
- Local governments may adopt interim ordinances to protect public safety and welfare, as any studies and/or further considerations on local cannabis activities are being conducted, until January 1, 2025. A public hearing must be held prior to adoption of an interim ordinance.
- If your local government wishes to operate a municipal cannabis store, the establishment and operation of such a facility must be considered in a local ordinance.



Model Ordinance

For additional guidance regarding the creation of a cannabis related ordinance, please reference the addendum in this packet.

Additional Resources

OCM Toolkit for Local Partners

Please visit OCM webpage (mn.gov/ocm/local-governments/) for additional information, including a toolkit of resources developed specifically for local government partners. The webpage will be updated as additional information becomes available and as state regulations are adopted.

These resources are also included in the addendum of this packet.

Toolkit resources include:

- Appendix A: Model Ordinance
- Appendix B: Hemp Flower and Hemp-Derived Cannabinoid Product Checklist
- Appendix C: Enforcement Notice from the Office of Cannabis Management
- Appendix D: Notice to Unlawful Cannabis Sellers

Local Organizations

There are several organizations who also have developed resources to support local governments regarding the cannabis industry. Please feel free to contact the following for additional resources:

- League of Minnesota Cities
- Association of Minnesota Counties
- Minnesota Public Health Law Center

Appendix A: Model Ordinance

Cannabis Model Ordinance

The following model ordinance is meant to be used as a resource for cities, counties, and townships within Minnesota. The italicized text in red is meant to provide commentary and notes to jurisdictions considering using this ordinance and should be removed from any ordinance formally adopted by said jurisdiction. Certain items are not required to be included in the adopted ordinance: 'OR' and (optional) are placed throughout for areas where a jurisdiction may want to consider one or more choices on language.

Section 1	Administration
Section 2	Registration of Cannabis Business
Section 3	Requirements for a Cannabis Business (Time, Place, Manner)
Section 4	Temporary Cannabis Events
Section 5	Lower Potency Hemp Edibles
Section 6	Local Government as a Retailer
Section 7	Use of Cannabis in Public

AN ORDINANCE OF THE (CITY/COUNTY OF _____) TO REGULATE CANNABIS BUSINESSES

The (city council/town board/county board) of (city/town/county) hereby ordains:

Section 1. Administration

1.1 Findings and Purpose

(insert local authority) makes the following legislative findings:

The purpose of this ordinance is to implement the provisions of Minnesota Statutes, chapter 342, which authorizes (insert local authority) to protect the public health, safety, welfare of (insert local here) residents by regulating cannabis businesses within the legal boundaries of (insert local here).

(insert local authority) finds and concludes that the proposed provisions are appropriate and lawful land use regulations for (insert local here), that the proposed amendments will promote the community's interest in reasonable stability in zoning for now and in the future, and that the proposed provisions are in the public interest and for the public good.

1.2 Authority & Jurisdiction

A county can adopt an ordinance that applies to unincorporated areas and cities that have delegated authority to impose local zoning controls.

(insert local authority) has the authority to adopt this ordinance pursuant to:

- a) Minn. Stat. 342.13(c), regarding the authority of a local unit of government to adopt reasonable restrictions of the time, place, and manner of the operation of

a cannabis business provided that such restrictions do not prohibit the establishment or operation of cannabis businesses.

- b) Minn. Stat. 342.22, regarding the local registration and enforcement requirements of state-licensed cannabis retail businesses and lower-potency hemp edible retail businesses.
- c) Minn. Stat. 152.0263, Subd. 5, regarding the use of cannabis in public places.
- d) Minn. Stat. 462.357, regarding the authority of a local authority to adopt zoning ordinances.

Ordinance shall be applicable to the legal boundaries of (insert local here).

(Optional) (insert city here) has delegated cannabis retail registration authority to (insert county here). However, (insert city here) may adopt ordinances under Sections (2.6, 3 and 4) if (insert county here) has not adopted conflicting provisions.

1.3 Severability

If any section, clause, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.

1.4 Enforcement

The elected body of a jurisdiction can choose to designate an official to administer and enforce this ordinance.

The (insert name of local government or designated official) is responsible for the administration and enforcement of this ordinance. Any violation of the provisions of this ordinance or failure to comply with any of its requirements constitutes a misdemeanor and is punishable as defined by law. Violations of this ordinance can occur regardless of whether or not a permit is required for a regulated activity listed in this ordinance.

1.5 Definitions

1. Unless otherwise noted in this section, words and phrases contained in Minn. Stat. 342.01 and the rules promulgated pursuant to any of these acts, shall have the same meanings in this ordinance.
2. Cannabis Cultivation: A cannabis business licensed to grow cannabis plants within the approved amount of space from seed or immature plant to mature plant. harvest cannabis flower from mature plant, package and label immature plants and seedlings and cannabis flower for sale to other cannabis businesses, transport cannabis flower to a cannabis manufacturer located on the same premises, and perform other actions approved by the office.
3. Cannabis Retail Businesses: A retail location and the retail location(s) of a mezzobusinesses with a retail operations endorsement, microbusinesses with a retail operations endorsement, medical combination businesses operating a retail location, (and/excluding) lower-potency hemp edible retailers.

4. Cannabis Retailer: Any person, partnership, firm, corporation, or association, foreign or domestic, selling cannabis product to a consumer and not for the purpose of resale in any form.
5. Daycare: A location licensed with the Minnesota Department of Human Services to provide the care of a child in a residence outside the child's own home for gain or otherwise, on a regular basis, for any part of a 24-hour day.
6. Lower-potency Hemp Edible: As defined under Minn. Stat. 342.01 subd. 50.
7. Office of Cannabis Management: Minnesota Office of Cannabis Management, referred to as "OCM" in this ordinance.
8. Place of Public Accommodation: A business, accommodation, refreshment, entertainment, recreation, or transportation facility of any kind, whether licensed or not, whose goods, services, facilities, privileges, advantages or accommodations are extended, offered, sold, or otherwise made available to the public.
9. Preliminary License Approval: OCM pre-approval for a cannabis business license for applicants who qualify under Minn. Stat. 342.17.
10. Public Place: A public park or trail, public street or sidewalk; any enclosed, indoor area used by the general public, including, but not limited to, restaurants; bars; any other food or liquor establishment; hospitals; nursing homes; auditoriums; arenas; gyms; meeting rooms; common areas of rental apartment buildings, and other places of public accommodation.
11. Residential Treatment Facility: As defined under Minn. Stat. 245.462 subd. 23.
12. Retail Registration: An approved registration issued by the (insert local here) to a state-licensed cannabis retail business.
13. School: A public school as defined under Minn. Stat. 120A.05 or a nonpublic school that must meet the reporting requirements under Minn. Stat. 120A.24.
14. State License: An approved license issued by the State of Minnesota's Office of Cannabis Management to a cannabis retail business.

Section 2. Registration of Cannabis Businesses

A city or town can delegate authority for registration to the County. A city or town can still adopt specific requirement regarding zoning, buffers, and use in public places, provided said requirements are not in conflict with an ordinance adopted under the delegated authority granted to the County.

2.1 Consent to registering of Cannabis Businesses

No individual or entity may operate a state-licensed cannabis retail business within (insert local here) without first registering with (insert local here).

Any state-licensed cannabis retail business that sells to a customer or patient without valid retail registration shall incur a civil penalty of (up to \$2,000) for each violation.

Notwithstanding the foregoing provisions, the state shall not issue a license to any cannabis business to operate in Indian country, as defined in United States Code, title 18, section 1151, of a Minnesota Tribal government without the consent of the Tribal government.

2.2 Compliance Checks Prior to Retail Registration

A jurisdiction can choose to conduct a preliminary compliance check prior to issuance of retail registration.

Prior to issuance of a cannabis retail business registration, (insert local here) (shall/shall not) conduct a preliminary compliance check to ensure compliance with local ordinances.

Pursuant to Minn. Stat. 342, within 30 days of receiving a copy of a state license application from OCM, (insert local here) shall certify on a form provided by OCM whether a proposed cannabis retail business complies with local zoning ordinances and, if applicable, whether the proposed business complies with the state fire code and building code.

2.3 Registration & Application Procedure

2.3.1 Fees.

(insert local here) shall not charge an application fee.

A registration fee, as established in (insert local here)'s fee schedule, shall be charged to applicants depending on the type of retail business license applied for.

An initial retail registration fee shall not exceed \$500 or half the amount of an initial state license fee under Minn. Stat. 342.11, whichever is less. The initial registration fee shall include the initial retail registration fee and the first annual renewal fee.

Any renewal retail registration fee imposed by (insert local here) shall be charged at the time of the second renewal and each subsequent renewal thereafter.

A renewal retail registration fee shall not exceed \$1,000 or half the amount of a renewal state license fee under Minn. Stat. 342.11, whichever is less.

A medical combination business operating an adult-use retail location may only be charged a single registration fee, not to exceed the lesser of a single retail registration fee, defined under this section, of the adult-use retail business.

2.3.2 Application Submittal.

The (insert local here) shall issue a retail registration to a state-licensed cannabis retail business that adheres to the requirements of Minn. Stat. 342.22.

(A) An applicant for a retail registration shall fill out an application form, as provided by the (insert local here). Said form shall include, but is not limited to:

- i. Full name of the property owner and applicant;
- ii. Address, email address, and telephone number of the applicant;
- iii. The address and parcel ID for the property which the retail registration is sought;
- iv. Certification that the applicant complies with the requirements of local ordinances established pursuant to Minn. Stat. 342.13.
- v. (Insert additional standards here)

(B) The applicant shall include with the form:

- i. the application fee as required in [Section 2.3.1];
 - ii. a copy of a valid state license or written notice of OCM license preapproval;
 - iii. (Insert additional standards here)
- (C) Once an application is considered complete, the (insert local government designee) shall inform the applicant as such, process the application fees, and forward the application to the (insert staff/department, or elected body that will approve or deny the request) for approval or denial.
- (D) The application fee shall be non-refundable once processed.

2.3.3 Application Approval

- (A) (Optional) A state-licensed cannabis retail business application shall not be approved if the cannabis retail business would exceed the maximum number of registered cannabis retail businesses permitted under Section 2.6.
- (B) A state-licensed cannabis retail business application shall not be approved or renewed if the applicant is unable to meet the requirements of this ordinance.
- (C) A state-licensed cannabis retail business application that meets the requirements of this ordinance shall be approved.

2.3.4 Annual Compliance Checks.

The (insert local here) shall complete at minimum one compliance check per calendar year of every cannabis business to assess if the business meets age verification requirements, as required under [Minn. Stat. 342.22 Subd. 4(b) and Minn. Stat. 342.24] and this/these [chapter/section/ordinances].

The (insert local here) shall conduct at minimum one unannounced age verification compliance check at least once per calendar year.

Age verification compliance checks shall involve persons at least 17 years of age but under the age of 21 who, with the prior written consent of a parent or guardian if the person is under the age of 18, attempt to purchase adult-use cannabis flower, adult-use cannabis products, lower-potency hemp edibles, or hemp-derived consumer products under the direct supervision of a law enforcement officer or an employee of the local unit of government.

Any failures under this section must be reported to the Office of Cannabis Management.

2.3.5 Location Change

A jurisdiction may decide to treat location changes as a new registration, or alternatively treat a location change as allowable subject to compliance with the rest of the registration process.

A state-licensed cannabis retail business shall be required to submit a new application for registration under Section 2.3.2 if it seeks to move to a new location still within the legal boundaries of (insert local here).

or

If a state-licensed cannabis retail business seeks to move to a new location still within the legal boundaries of (insert local here), it shall notify (insert local here) of the proposed location change, and submit necessary information to meet all the criteria in this paragraph.

2.4 Renewal of Registration

The (insert local here) shall renew an annual registration of a state-licensed cannabis retail business at the same time OCM renews the cannabis retail business' license.

A state-licensed cannabis retail business shall apply to renew registration on a form established by (insert local here).

A cannabis retail registration issued under this ordinance shall not be transferred.

2.4.1 Renewal Fees.

The (insert local here) may charge a renewal fee for the registration starting at the second renewal, as established in (insert local here)'s fee schedule.

2.4.2 Renewal Application.

The application for renewal of a retail registration shall include, but is not limited to:

- Items required under Section 2.3.2 of this Ordinance.
- Insert additional items here

2.5 Suspension of Registration

2.5.1 When Suspension is Warranted.

The (insert local here) may suspend a cannabis retail business's registration if it violates the ordinance of (insert local here) or poses an immediate threat to the health or safety of the public. The (insert local here) shall immediately notify the cannabis retail business in writing the grounds for the suspension.

2.5.2 Notification to OCM.

The (insert local here) shall immediately notify the OCM in writing the grounds for the suspension. OCM will provide (insert local here) and cannabis business retailer a response to the complaint within seven calendar days and perform any necessary inspections within 30 calendar days.

2.5.3 Length of Suspension.

A jurisdiction can wait for a determination from the OCM before reinstating a registration.

The suspension of a cannabis retail business registration may be for up to 30 calendar days, unless OCM suspends the license for a longer period. The business may not make sales to customers if their registration is suspended.

The (insert local here) may reinstate a registration if it determines that the violations have been resolved.

The (insert local here) shall reinstate a registration if OCM determines that the violation(s) have been resolved.

2.5.4 Civil Penalties.

Subject to Minn. Stat. 342.22, subd. 5(e) the (insert local here) may impose a civil penalty, as specified in the (insert local here)'s Fee Schedule, for registration violations, not to exceed \$2,000.

2.6 Limiting of Registrations

A jurisdiction may choose to set a limit on the number of retail registrations within its boundaries. The jurisdiction may not however, limit the number of registrations to fewer than one per 12,500 residents.

(Optional) The (insert local here) shall limit the number of cannabis retail businesses to no fewer than one registration for every 12,500 residents within (insert local legal boundaries here).

(Optional) If (insert county here) has one active cannabis retail businesses registration for every 12,500 residents, the (insert local here) shall not be required to register additional state-licensed cannabis retail businesses.

(Optional) The (insert local here) shall limit the number of cannabis retail businesses to (insert number <= minimum required).

Section 3. Requirements for Cannabis Businesses

State Statutes note that jurisdictions may “adopt reasonable restrictions on the time, place, and manner of the operation of a cannabis business.” A jurisdiction considering other siting requirements (such as a buffer between cannabis businesses, or a buffer from churches) should consider whether there is a basis to adopt such restrictions.

3.1 Minimum Buffer Requirements

A jurisdiction can adopt buffer requirements that prohibit the operation of a cannabis business within a certain distance of schools, daycares, residential treatment facilities, or from an attraction within a public park that is regularly used by minors, including a playground or athletic field. Buffer requirements are optional. A jurisdiction cannot adopt larger buffer requirements than the requirements here in Section 3.1. A jurisdiction should use a measuring system consistent with the rest of its ordinances, e.g. from lot line or center point of lot.

(Optional) The (insert local here) shall prohibit the operation of a cannabis business within [0-1,000] feet of a school.

(Optional) The (insert local here) shall prohibit the operation of a cannabis business within [0-500] feet of a day care.

(Optional) The (insert local here) shall prohibit the operation of a cannabis business within [0-500] feet of a residential treatment facility.

(Optional) The (insert local here) shall prohibit the operation of a cannabis business within [0-500] feet of an attraction within a public park that is regularly used by minors, including a playground or athletic field.

(Optional) The (insert local here) shall prohibit the operation of a cannabis retail business within [X] feet of another cannabis retail business.

Pursuant to Minn. Stat. 462.367 subd. 14, nothing in Section 3.1 shall prohibit an active cannabis business or a cannabis business seeking registration from continuing operation at the same site if a (school/daycare/residential treatment facility/attraction within a public park that is regularly used by minors) moves within the minimum buffer zone.

3.2 Zoning and Land Use

For jurisdictions with zoning, said jurisdiction can limit what zone(s) Cannabis businesses can operate in. As with other uses in a Zoning Ordinance, a jurisdiction can also determine if such use requires a Conditional or Interim Use permit. A jurisdiction cannot outright prohibit a cannabis business. A jurisdiction should amend their Zoning Ordinance and list what zone(s) Cannabis businesses are permitted in, and whether they are permitted, conditional, or interim uses. While each locality conducts its zoning differently, a few themes have emerged across the country. For example, cannabis manufacturing facilities are often placed in industrial zones, while cannabis retailers are typically found in commercial/retail zones. Cannabis retail facilities align with general retail establishments and are prohibited from allowing consumption or use onsite and are also required to have plans to prevent the visibility of cannabis and hemp-derived products to individuals outside the retail location. Cannabis businesses should be zoned under existing zoning ordinances in accordance with the license type or endorsed activities held by the cannabis business.

3.2.1. Cultivation.

Cannabis businesses licensed or endorsed for cultivation are permitted as a (type of use) in the following zoning districts:

- (Insert zoning districts use is permitted in here)
- (Insert zoning districts use is permitted in here)

3.2.1. Cannabis Manufacturer.

Cannabis businesses licensed or endorsed for cannabis manufacturer are permitted as a (type of use) in the following zoning districts:

- (Insert zoning districts use is permitted in here)
- (Insert zoning districts use is permitted in here)

3.2.1. Hemp Manufacturer.

Businesses licensed or endorsed for low-potency hemp edible manufacturers permitted as a (type of use) in the following zoning districts:

- (Insert zoning districts use is permitted in here)
- (Insert zoning districts use is permitted in here)

3.2.1. Wholesale.

Cannabis businesses licensed or endorsed for wholesale are permitted as a (type of use) in the following zoning districts:

- (Insert zoning districts use is permitted in here)
- (Insert zoning districts use is permitted in here)

3.2.1. Cannabis Retail.

Cannabis businesses licensed or endorsed for cannabis retail are permitted as a (type of use) in the following zoning districts:

- (Insert zoning districts use is permitted in here)
- (Insert zoning districts use is permitted in here)

3.2.1. Cannabis Transportation.

Cannabis businesses licensed or endorsed for transportation are permitted as a (type of use) in the following zoning districts:

- (Insert zoning districts use is permitted in here)
- (Insert zoning districts use is permitted in here)

3.2.1. Cannabis Delivery.

Cannabis businesses licensed or endorsed for delivery are permitted as a (type of use) in the following zoning districts:

- (Insert zoning districts use is permitted in here)
- (Insert zoning districts use is permitted in here)

3.3 Hours of Operation

A jurisdiction may adopt an ordinance limiting hours of operation between 10 a.m. and 9 p.m., seven days a week, and that State statute prohibits the sale of cannabis between 2 a.m. and 8 a.m., Monday through Saturday, and between 2 a.m. and 10 a.m. on Sundays.

(Optional) Cannabis businesses are limited to retail sale of cannabis, cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products between the hours of (insert time here) and (insert time here).

3.4 (Optional) Advertising

Cannabis businesses are permitted to erect up to two fixed signs on the exterior of the building or property of the business, unless otherwise limited by (insert local here)'s sign ordinances.

Section 4. Temporary Cannabis Events

Any individual or business seeking to obtain a cannabis event license must provide OCM information about the time, location, layout, number of business participants, and hours of operation. A cannabis event organizer must receive local approval, including obtaining any necessary permits or licenses issued by a local unit of government before holding a cannabis event.

4.1 License or Permit Required for Temporary Cannabis Events

4.1.1 License Required.

A cannabis event organizer license entitles the license holder to organize a temporary cannabis event lasting no more than four days. A jurisdiction should determine what type of approval is consistent with their existing ordinances for events.

A license or permit is required to be issued and approved by (insert local here) prior to holding a Temporary Cannabis Event.

4.1.2 Registration & Application Procedure

A registration fee, as established in (insert local here)'s fee schedule, shall be charged to applicants for Temporary Cannabis Events.

4.1.3 Application Submittal & Review.

The (insert local here) shall require an application for Temporary Cannabis Events.

- (A) An applicant for a retail registration shall fill out an application form, as provided by the (insert local here). Said form shall include, but is not limited to:
 - i. Full name of the property owner and applicant;
 - ii. Address, email address, and telephone number of the applicant;
 - iii. (Insert additional standards here)
- (B) The applicant shall include with the form:
 - i. the application fee as required in (Section 4.1.2);
 - ii. a copy of the OCM cannabis event license application, submitted pursuant to 342.39 subd. 2.

The application shall be submitted to the (insert local authority), or other designee for review. If the designee determines that a submitted application is incomplete, they shall return the application to the applicant with the notice of deficiencies.

- (C) Once an application is considered complete, the designee shall inform the applicant as such, process the application fees, and forward the application to the (insert staff/department, or elected body that will approve or deny the request) for approval or denial.
- (D) The application fee shall be non-refundable once processed.
- (E) The application for a license for a Temporary Cannabis Event shall meet the following standards:

A jurisdiction may establish standards for Temporary cannabis events which the event organizer must meet, including restricting or prohibiting any on-site consumption. If there are public health, safety, or welfare concerns associated with a proposed cannabis event, a jurisdiction would presumably be authorized to deny approval of that event.

- Insert standards here

(G) A request for a Temporary Cannabis Event that meets the requirements of this Section shall be approved.

(H) A request for a Temporary Cannabis Event that does not meet the requirements of this Section shall be denied. The (insert city/town/county) shall notify the applicant of the standards not met and basis for denial.

(Optional) Temporary cannabis events shall only be held at (insert local place).

(Optional) Temporary cannabis events shall only be held between the hours of (insert start time) and (insert stop time).

Section 5. (Optional) Lower-Potency Hemp Edibles

A jurisdiction can establish different standards or requirements regarding Low-Potency Edibles. A jurisdiction can consider including the following section and subsections in their cannabis ordinance.

5.1 Sale of Low-Potency Hemp Edibles

The sale of Low-Potency Edibles is permitted, subject to the conditions within this Section.

5.2 Zoning Districts

If sales are permitted, a jurisdiction can limit what zone(s) the sales of Low-Potency Edibles can take place in. A jurisdiction can also determine if such activity requires a Conditional or Interim Use permit.

Low-Potency Edibles businesses are permitted as a (type of use) in the following zoning districts:

- (Insert zoning districts use is permitted in here)
- (Insert zoning districts use is permitted in here)

5.3 (Optional) Additional Standards

5.3.1 Sales within Municipal Liquor Store.

A jurisdiction that already operates a Municipal Liquor Store may sell Low-Potency Edibles within the same store.

The sale of Low-Potency Edibles is permitted in a Municipal Liquor Store.

5.3.2 Age Requirements.

A jurisdiction is able to restrict the sale of Low-Potency Edibles to locations such as bars.

The sale of Low-Potency Edibles is permitted only in places that admit persons 21 years of age or older.

5.3.3 Beverages.

The sale of Low-Potency Hemp Beverages is permitted in places that meet requirements of this Section.

5.3.4 Storage of Product.

A jurisdiction is able to set requirements on storage and sales of Low-Potency Edibles.

Low-Potency Edibles shall be sold behind a counter, and stored in a locked case.

Section 6. (Optional) Local Government as a Cannabis Retailer

(insert local here) may establish, own, and operate one municipal cannabis retail business subject to the restrictions in this chapter.

The municipal cannabis retail store shall not be included in any limitation of the number of registered cannabis retail businesses under Section 2.6.

(insert local here) shall be subject to all same rental license requirements and procedures applicable to all other applicants.

Section 7 Use in Public Places

No person shall use cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products in a public place or a place of public accommodation unless the premises is an establishment or an event licensed to permit on-site consumption of adult-use.

Appendix B: Hemp Flower and Hemp-Derived Cannabinoid Product Checklist

Hemp Flower and Hemp-Derived Cannabinoid Product Checklist

Minnesota Statute 18K.02, Definitions
Minnesota Statute 152.01, Subdivision 9
Minnesota Statute 151.72, Sale of Certain Cannabinoid Products

Minnesota Statute 152.0264, Cannabis Sale Crimes
Minnesota Statute 342.09, Personal Adult Use of Cannabis

Question	Yes	No	Comments	Additional Information
Business License and Registration Compliance				
Is the business registered with the Minnesota Department of Health?				All businesses selling hemp-derived cannabinoid products must be registered. See Hemp-Derived Cannabinoid Products (www.health.state.mn.us/people/cannabis/edibles/index.html)
If the business offers on-site consumption, do they have a liquor license?				Local authorities issue on-site consumption licenses. These are required for all businesses permitting on-site consumption of THC.
Product Compliance – All Products				
Does the business ensure that all sales are made to persons 21 years old or older?				Only persons 21 years of age or older may purchase hemp-derived cannabinoid products, with the exception of topicals. These products may be sold to anyone.
Does the business have all edible cannabinoid products, except beverages, behind the counter or in a locked cabinet?				Businesses must ensure all edible cannabinoid products are secure and inaccessible to customers.

Question	Yes	No	Comments	Additional Information
Only delta-8 and delta-9 are allowed for human consumption. Does the business sell edibles or beverages with any other intoxicating cannabinoids?				MDH has identified products containing many different intoxicating cannabinoids, such as HHC, THC-O, THC-P, PHC, delta-10, delta-11, delta-8p, delta-9p, etc. The product must contain only delta-8 and/or delta-9.
Does the business sell any edible products that are similar to a product marketed to or consumed by children?				Edible products that appear similar to candy or snacks marketed toward or consumed by children are not allowed.
Does the label on the edible or beverage state “Keep out of reach of children”?				All products must include the warning label “Keep out of reach of children.”
Is the manufacturer’s name, address, website, and contact phone number included on the label or provided through a QR code?				If not, the product is not in compliance.
Does the QR code on the product bring the user to a Certificate of Analysis on the website, which includes the name of the independent testing laboratory, cannabinoid profile, and product batch number?				All products must be tested by batch in an independent, accredited laboratory. The results must include the cannabinoid profile.
Does the label on the product indicate the cannabinoids by serving and in total?				The label must indicate the potency by individual serving as well as in total.

Question	Yes	No	Comments	Additional Information
Does the label on the product make any claim the product offers any kind of health benefit?				Health claims are not permitted on hemp or cannabis products unless approved by the FDA. At this time, there is not an approved statement.
Does the label on the product state that the product does not claim to diagnose, treat, cure or prevent any disease?				The manufacturer cannot claim the product will provide any health benefit unless the product has been formally approved by the FDA.
Does the business sell CBD (or other forms of cannabidiol) in the form of a softgel, tablet, or tincture?				Non-intoxicating cannabinoids may only be sold in the form of an edible, beverage, or topical. Therefore, softgels and tablets cannot be sold. Tinctures must be labeled as either an edible or beverage and comply with the edible or beverage requirements.
Product Compliance – Edibles				
Does the edible product contain more than 5 mg delta-8 and/or delta-9 per serving?				Edibles may not exceed 5 mg delta-8 and/or delta-9 per serving.
Does the edible product package/container contain more than 50 mg total THC (delta-8 and/or delta-9)?				Edibles may not exceed 50 mg total delta-8 or delta-9 per package. The edible cannot contain any other form of THC or intoxicating cannabinoid.
Are all the edible product's servings clearly marked, wrapped, or scored <u>on</u> the product?				Edible product servings must be clearly distinguished on the product. Bulk products that require the consumer to measure are not allowed.

Question	Yes	No	Comments	Additional Information
Does the business sell any edible products in the shape of bears, worms, fruits, rings, ribbons?				Edibles in shapes that appeal to children are not allowed.
Is the edible product in a child-proof, tamper-evident, opaque container?				All edibles must be in a container that is child-resistant and tamper evident. If the container is clear, the business must place the edible into an opaque bag at the point of sale. Clear bags are not allowed.
Product Compliance - Beverages				
Does the beverage product contain more than 5 mg delta-8 or delta-9 per serving?				Beverages may not exceed 5 mg delta-8 and/or delta-9 per serving.
Does the beverage product contain more than 2 servings?				Beverages cannot exceed two servings, regardless of the THC potency.
Is the beverage product in an opaque container?				If the beverage is in a clear container, the business must place the beverage in an opaque bag at the point of sale.
Product Compliance – Smokables (non-flower)				
Does the business sell vapes, pre-rolls, dabs, or other smokable products which contain more than 0.3% THC?				A product's certificate of analysis will show the concentration of THC the product contains. The certificate typically is found through the QR code on the product package. In MDH's experience, most vapes contain 50% - 90%+ THC. Pre-rolls may consist of raw hemp flower. These products are not regulated by 151.72. However, if a pre-roll is labeled as "infused" or "coated" have additional cannabinoids applied to the material, of which the product typically exceeds the 0.3% THC limit.

Question	Yes	No	Comments	Additional Information
Does the business sell vapes, pre-rolls, dabs, or other smokeable products that contain other intoxicating cannabinoids, such as HHC?				MN Statutes do not allow any cannabinoid, other than delta-8 or delta-9, to be sold if the cannabinoid is intended to alter the structure or function of the body. HHC is a cannabinoid known to have potency greater than THC.
Does the business sell vapes, pre-rolls, dabs, or other smokable products which contain CBD?				Non-intoxicating cannabinoids cannot be smoked, vaped, or inhaled.
Product Compliance – Flower				
Does the business sell raw hemp flower?				Raw hemp flower must contain 0.3% or less of delta-9 on a dry weight basis. Products exceeding 0.3% delta-9 dry weight are marijuana, and are illegal for sale. THC-A is the non psychoactive precursor to delta-9. Once heated THC-A converts to delta-9. In that process some amount of THC-A is lost. To determine whether, once heated, the hemp flower will exceed the allowable 0.3% of delta-9, one can use a decarboxylation formula which takes into account the conversion of THC-A into delta-9. That formula is as follows: $\text{Total THC} = (0.877 \times \text{THC-A}) + \text{d-9 THC}$ Raw flower must include a certificate of analysis to show testing below 0.3% delta-9. A lack of a certificate of analysis would constitute an illegal sale.

Question	Yes	No	Comments	Additional Information
				A certificate of analysis showing that under the decarboxylation formula that delta-9 would exceed the 0.3% threshold would also indicate the flower is cannabis and not hemp and therefore being sold illegally.
Product Compliance – On-Site Consumption				
If the business offers on-site consumption, do they serve the edible or beverage in its original packaging?				The business may not pour out or remove an edible from its original packaging.
If the business offers on-site consumption, do they mix a cannabis-infused beverage with alcohol?				The business may not mix cannabis-infused products with alcohol.
If the business offers on-site consumption, do they permit customers to remove from the premises products which have been removed from their original packaging?				Products which have been removed from their original packaging cannot be removed from the premises by the customer.

NOTE: If a person suspects that a hemp-derived cannabinoid product is being sold in violation of Minnesota law, they can use the complaint form at [Submitting Hemp-Derived Cannabinoid Product Complaints \(www.health.state.mn.us/people/cannabis/edibles/complaints.html\)](http://www.health.state.mn.us/people/cannabis/edibles/complaints.html).

Appendix C: Enforcement Notice from the Office of Cannabis Management

Enforcement Notice from the Office of Cannabis Management

Dear Registered Hemp Derived Cannabinoid Business:

The Office of Cannabis Management (OCM), established in 2023, is charged with developing and implementing the operational and regulatory systems to oversee the cannabis industry in Minnesota as provided in Minnesota Statutes Chapter 342.

When Minnesota legalized the sale of adult-use of cannabis flower, cannabis products, and lower-potency hemp edibles/ hemp-derived consumer products, the Minnesota Legislature included statutory provisions, [Minnesota Statutes, chapter 152.0264](#), making the sale of cannabis illegal until a business is licensed by OCM. The Office of Cannabis Management has not yet issued licenses for the cultivation, manufacture, wholesale, transportation or retail sale of cannabis, therefore any retail sales of cannabis products, including cannabis flower, are illegal.

The Office of Cannabis Management has received complaints of retailers selling cannabis flower under the label of hemp flower. Under an agreement between The Minnesota Department of Health (MDH) and OCM, inspectors from MDH will begin to examine any flower products being sold during their regular inspections to determine whether they are indeed hemp flower or cannabis flower.

In distinguishing between hemp and cannabis flower, OCM, consistent with federal rules and regulations related to hemp under 7 CFR 990.1, will consider the total concentration of THC post- decarboxylation, which is the process by which THC-A is converted into Delta-9 to produce an intoxicating effect. The examination of raw flower products will include reviewing the certificate of analysis for compliance in several areas, including:

Compliance with the requirement that raw flower listed for sale includes a Certificate of Analysis (COA). Products for sale without a COA will constitute an illegal sale.

A COA that affirms concentrations of 0.3% or less of Delta-9 on a dry weight basis. Products exceeding 0.3% Delta-9 dry weight are considered marijuana and are therefore illegal to sell.

A COA that confirms that the total levels of Delta-9 and THC-A after the decarboxylation process do not exceed 0.3%. A COA that indicates the raw flower will exceed 0.3 percent Delta-9 post-decarboxylation, or a subsequent test conducted by an independent laboratory utilized by OCM that confirms Delta-9 in excess of 0.3 percent will be considered illegal.

[Minnesota Statutes, Chapter 342](#) governs Minnesota’s cannabis market, and empowers OCM to ensure regulatory compliance. [Minnesota Statutes, chapter 342.09, subdivision 4](#) prohibits the retail sale of cannabis flower and cannabis products “without a license issued under this chapter that authorizes the sale.”

To date, the Office of Cannabis Management has not issued any cannabis licenses, applications for licenses are expected to be available in the first half of 2025. As such, selling cannabis is a clear violation of law. Be aware that under [Minnesota Statutes, 342.09, subdivision 6](#), OCM may assess fines in excess of a \$1 million for violations of this law. Likewise, under [Minnesota Statutes, chapter 342.19](#), OCM is empowered to embargo any product that it has “probable cause to believe . . . is being distributed in violation of this chapter or rules adopted under this chapter[.]” Furthermore, violations of law may be considered in future licensing decisions made by OCM.

As inspectors enter the field, we encourage you to review the products you are currently selling to ensure they fall within the thresholds outlined above. If you have any questions related to the products you are selling, please send an email to cannabis.info@state.mn.us.

Thank you for your attention to this matter.

A handwritten signature in black ink, appearing to read "Charlene Briner", with a long horizontal flourish extending to the right.

Charlene Briner
Interim Director
Office of Cannabis Management

Appendix D: Notice to Unlawful Cannabis Sellers

Notice to Unlawful Cannabis Sellers

This notice is to inform you that your current course of action may run afoul of Minnesota law, and continuing this course of action may result in civil actions and potential criminal prosecution. To avoid such outcomes, you should immediately cease and desist any plans to engage in the unlicensed sale of cannabis and cannabis products.

[Minnesota Statutes, Chapter 342 \(www.revisor.mn.gov/statutes/cite/342\)](http://www.revisor.mn.gov/statutes/cite/342) governs Minnesota's cannabis market, and empowers OCM to ensure regulatory compliance. [Minnesota Statutes, chapter 342.09, subdivision 4 \(www.revisor.mn.gov/statutes/cite/342.09#stat.342.09.4\)](http://www.revisor.mn.gov/statutes/cite/342.09#stat.342.09.4) prohibits the retail sale of cannabis flower and cannabis products "without a license issued under this chapter that authorizes the sale." To date the Office of Cannabis Management has not issued any retail, or other, cannabis licenses. As such, your plan to sell cannabis in a retail setting at this date would be in flagrant violation of the law. Be aware that under [Minnesota Statutes, 342.09, subdivision 6 \(www.revisor.mn.gov/statutes/cite/342.09#stat.342.09.6\)](http://www.revisor.mn.gov/statutes/cite/342.09#stat.342.09.6), OCM may assess fines in excess of a \$1,000,000 for violations of this law.

Likewise, under [Minnesota Statutes, chapter 342.19 \(www.revisor.mn.gov/statutes/cite/342.19\)](http://www.revisor.mn.gov/statutes/cite/342.19), OCM is empowered to embargo any product that it has "probable cause to believe . . . is being distributed in violation of this chapter or rules adopted under this chapter[.]" It is believed that products attempted to be sold at your retail location might be distributed in violation of the law, and would therefore be subject to embargo by OCM. Under [Minnesota Statutes, chapter 342.19, subd. 2 \(www.revisor.mn.gov/statutes/cite/342.19#stat.342.19.2\)](http://www.revisor.mn.gov/statutes/cite/342.19#stat.342.19.2), once embargoed OCM "shall release the cannabis plant, cannabis flower, cannabis product, artificially derived cannabinoid, lower-potency hemp edible, or hemp-derived consumer product when this chapter and rules adopted under this chapter have been complied with or the item is found not to be in violation of this chapter or rules adopted under this chapter."

While Minnesota has legalized the sale of adult-use of cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products, the legislature did add new statutory provisions, [Minnesota Statutes, chapter 152.0264 \(www.revisor.mn.gov/statutes/cite/152.0264\)](http://www.revisor.mn.gov/statutes/cite/152.0264), making illegal the unlawful sale of cannabis. As there are not yet any licenses issued by OCM for the cultivation, manufacture, wholesale, transportation, or retail of cannabis, any sales of cannabis products in excess of the limits in 152.0264 is illegal.

If you are only planning to sell cannabinoid products that are derived from hemp, you should ensure that the sale of those products is consistent with [Minnesota Statutes, chapter 151.72 \(www.revisor.mn.gov/statutes/cite/151.72\)](http://www.revisor.mn.gov/statutes/cite/151.72), including but not limited to the requirement that your business be registered with the Commissioner of Health, and that all products are in compliance with the relevant statutes.

Finally, in addition to the state laws outlined above, please be aware that any retail location must be in compliance with local government ordinances and zoning requirements.

OCM takes seriously its charge to enforce Minnesota Statutes, Chapter 342, and its responsibility to ensure a safe and legal cannabis market. In order to avoid the above-described actions, all attempts to open a cannabis retail dispensary in Minnesota without the appropriate license should be ceased.



Joseph L. Sathe
Fifth Street Towers
150 South Fifth Street, Suite 700
Minneapolis, MN 55402

(612) 337-9255 direct
email: jsathe@kennedy-graven.com

MEMORANDUM

TO: Municipal Clients

FROM: Joseph L. Sathe, Assistant City Attorney

DATE: August 20, 2024

RE: **Initial Cannabis Regulatory Decisions**

The purpose of this memo is to provide a high-level overview of the options cities will have regarding adult-use cannabis and to obtain preliminary input on some questions that will be used to draft the City's ordinance(s) related to cannabis and hemp.

This memo is based on the information available at this time. The Office of Cannabis Management ("OCM") has released a draft of its administrative rules which will go through a comment period and are subject to change over the next few months.

Enclosed is the OCM's Guide for Local Government on Adult-Use Cannabis. This is a document includes both additional information on cannabis businesses and includes a model ordinance. We have drafted separate language that includes many of the same concepts as the model but is drafted in a style similar to a city alcohol or tobacco ordinance and breaks up zoning and non-zoning provisions. The questions in this memo are also broken up into zoning and non-zoning topics. Answering these questions will guide staff in drafting language specifically for the city ordinances.

I. ZONING DECISIONS – GENERALLY

Under the Cannabis Act, cities generally maintain their ability to enact zoning regulations with two primary limitations: (1) the City may not prohibit the establishment or operation of a cannabis or hemp business licensed by the OCM; and (2) the Legislature has established a maximum buffer from certain uses. Cities will retain the ability to enact zoning ordinances even if it consents to have the county issue registrations, as discussed in Section IV.

II. ZONING DECISIONS – DESIGNATING ZONING DISTRICTS

The City can amend its zoning code to specifically allow each business type in a particular district or it can choose to simply allow cannabis businesses in zones with similar uses (e.g., retailers in

commercial zones with other retail). The following table includes each licensed business and very high-level information on the businesses operations.

Question: Does the City want to designate zoning districts where cannabis businesses can be located or rely on each businesses underlying use?

<u>License Type</u>	<u>Main Function</u>	<u>Use Type(s)</u>
<i>Cannabis Retailer</i>	Sales to the customers	Commercial
<i>Medical Cannabis Retailer</i>	Sales to registered patients	Commercial
<i>Cannabis Delivery Service</i>	Delivery of products directly to customers	Commercial
<i>Lower Potency Hemp Retailer</i>	Sale of hemp products directly to customers	Commercial
<i>Cannabis Cultivator</i>	Growing and tending to cannabis and hemp plants	Indoor: Industrial, Commercial, Production Outdoor: Agricultural
<i>Medical Cannabis Cultivator</i>	Growing cannabis plants	Industrial/Agricultural/ Commercial
<i>Cannabis Event Organizer</i>	Coordinate cannabis events	Office/Commercial
<i>Cannabis Manufacturer</i>	Create cannabis products that are sold to retailers	Industrial
<i>Medical Cannabis Manufacturer</i>	Creating cannabis products that are sold to medical retailers	Industrial
<i>Lower-Potency Hemp Edible Manufacturer</i>	Creating lower-potency hemp products that are sold to retailers	Industrial
<i>Cannabis Testing</i>	Testing cannabis and hemp products	Industrial
<i>Cannabis Wholesaler</i>	Warehousing and Storage	Industrial
<i>Cannabis Transporter</i>	Transport products from one license type to another.	Industrial/Commercial
<i>Medical Cannabis Combination Business</i>	Cultivation, Manufacturing, and Retail to both the public and medical patients.	Cultivation, Manufacturing, & limited Retail
<i>Cannabis Mezzobusiness</i>	Cultivation, Manufacturing, and Retail	Cultivation, Manufacturing, and Retail
<i>Cannabis Microbusiness</i>	Cultivation, Manufacturing, and Retail	Cultivation, Manufacturing, and Retail

III. ZONING DECISIONS – BUFFERS

A. Cannabis Business Buffers from Certain Uses

A local unit of government may prohibit the operation of a cannabis business within:

- 1) 1,000 feet of a school; or
- 2) 500 feet of a day care, residential treatment facility, or an attraction within a public park that is regularly used by minors, including a playground or athletic field.

The terms school, day care, residential treatment facility, and attraction within a public park that is regularly used by minors, including a playground or athletic field are not further defined in statute or administrative rule, so the city has some discretion in defining these terms. The enclosed OCM guide includes some definitions that were drafted for the OCM’s model ordinance (which is different than the administrative rules).

Question: Is the City interested in adopting buffers for cannabis businesses?

The City can also impose distance requirements for hemp businesses. State law does not impose the same limits on buffers for hemp businesses. Cities can differentiate between hemp businesses selling for on-site consumption and those selling products for off-site consumption.

Question: Is the City interested in adopting buffers for hemp businesses?

B. Buffers from Other Cannabis Businesses

While not explicitly listed in statute, the OCM proposes that cities could adopt requirements that cannabis businesses must be located a certain distance from each other.

Question: Is the City interested in adopting buffers between cannabis businesses?

IV. REGISTRATION, COMPLIANCE CHECKS, & SOME OPERATIONS

The OCM reviews, approves, and issues cannabis business licenses. However, each retail business must also register with the city in which it will operate, unless the city has consented to the county issuing registrations on its behalf. A registration fee can be imposed in addition to the state license fee.

A. Registrations

The registration process involves issuing a registration to a retail business that: (1) has a valid license issued by the OCM; (2) has paid the registration fee or renewal fee (if applicable); (3) is

found to be in compliance with the requirements of the Cannabis Act at any preliminary compliance check; and (4) if applicable, is current on all property taxes and assessments.

Question: Does the City wish to issue registrations or ask the county to do it?

B. Registration Fee

<u>Registration Fees by Business Type</u>		
<i>The following shows the maximum amount the city could charge for an initial registration fee and renewal registration fee for retail businesses and includes the amount the state charges for a license, for reference.</i>		
<i>The city's initial registration cannot exceed \$500 or half of the license fee (whichever is less) and the renewal registration fee cannot exceed \$1,000 or half of the license fee (whichever is less)</i>		
<i>The initial registration fee shall include the fee for initial registration and the first annual renewal. Any renewal fee imposed by the local unit of government shall be charged at the time of the second renewal and each subsequent annual renewal thereafter.</i>		
<u>Business</u>	<u>Initial</u>	<u>Renewal</u>
<i>Cannabis Retailer</i>	City (Optional) - \$500; State - \$2,500	City (Optional) - \$1,000; State - \$5,000
<i>Lower Potency Hemp Retailer</i>	City (Optional) - \$125; State - \$250	City (Optional) - \$125; State - \$250
<i>Medical Cannabis Combination Business</i>	City (Optional) - \$500; State - \$20,000	City (Optional) - \$1,000; State - \$70,000
<i>Cannabis Mezzobusiness</i>	City (Optional) - \$500; State - \$5,000	City (Optional) - \$1,000; State - \$10,000
<i>Cannabis Microbusiness</i>	City (Optional) - \$0; State - \$0	City (Optional) - \$500; State - \$1000

Question: Does the City want to impose a registration fee?

C. Compliance Checks

Once the registration is issued, the entity issuing the registration is responsible for annual compliance checks that include assessing compliance with age verification requirements (using underage purchasers), the applicable operational requirements, and the applicable limits on the types of products being sold.

D. Limiting Number of Retailers

The specific language in the Cannabis Act allowing a limitation on the number of retailers in the City says that “[a] local unit of government that issues cannabis retailer registration...may, by ordinance, limit the number of licensed cannabis retailers, cannabis mezzo businesses with retail

endorsements, and cannabis mezzo businesses with retail endorsements to no fewer than one registration for every 12,500 residents.”

Additionally, the City is not required to issue a municipal registration if other cities/the county have issued 1 registration per 12,500 residents in the county.

Consenting to have the county issue registrations could mean that the county then has the ability to limit retailers, not cities.

Question: Does the City wish to limit the number of retailers to 1 per 12,500 city residents? Does the City wish to not register retailers if there is already 1 registration per 12,500 county residents?

Note: Cities will receive a portion of the taxes imposed by the state as part of “local government cannabis aid”. This aid will be distributed to cities based on the number of cannabis businesses (not just retailers) in the City.

E. Limiting Hours of Operation

Under statute, retail cannabis businesses may operate from 8:00 am-2:00 am Monday-Saturday and 10:00 am-2:00 am on Sunday. The City can limit the hours of operation to be between 10:00 am-9:00 pm. seven days a week.

Question: Does the City want to impose additional hours of operation limits?

F. Cannabis Events

A temporary cannabis event is a gathering organized by a licensed cannabis event organizer that may last for no more than four days.

The process for these event should generally follow the normal process for handling similar events, but the City could choose to require additional standards for temporary cannabis events, such as prohibiting on-site consumption, limiting the hours or the events, etc.

Question: Does the City want to consider additional standards for temporary cannabis events?

V. NEXT STEPS

Any input provided will be used to draft the ordinances related to cannabis and hemp businesses. Zoning changes must go through the zoning amendment process, while the registration and operational ordinances will follow the general ordinance amendment process. If the OCM updates its draft administrative rules, we will update the City with any additional decision points.

Please do not hesitate to reach out with any additional questions or specific concerns. Otherwise, we will draft ordinances for the city council and/or planning commission to review.

City of Brooklyn Park

Request for Council Action

Agenda Item:	8.2	Meeting Date:	September 9, 2024
Agenda Section:	Discussion Items	Originating Department:	Recreation & Parks
Resolution:	N/A	Prepared By:	Brad Tullberg, Recreation & Parks Director
Ordinance:	N/A		
Attachments:	1	Presented By:	Brad Tullberg
Item:	CAC Improvements Discussion		

City Manager's Proposed Action:

Staff will share the results of the Community Activity Center Needs Assessment information and discuss next steps for Community Activity Center Improvements project.

Overview:

Over the past year, City Council has been considering options for improvements to the Community Activity Center. City Council requested staff work with a third party to perform a needs assessment for both gym and ice arena space at the Community Activity Center. Staff entered into an agreement with Ballard*King & Associates, a recreation consulting firm specializing in recreation and sports feasibility studies, parks and/or recreation master plans, operational audits and assessments for recreation, sports and wellness facilities, and management solutions for parks and recreation departments or organizations. Staff will share the findings of a survey offered to community ice and court organizations.

The \$5M allocated by the 2023 Minnesota Legislature has an expiration date of December 31, 2028. Residents voted to allocate \$2M from the 2018 Park Bond Referendum for CAC Improvements. In order to keep the project moving ahead, staff would like to solicit proposals from design teams to start the design development process for the concept plan adding multi-court gymnasium space, improving entrances and corridors and creating outdoor event space. More refined plans may assist with a planned 2025 MN Legislative bonding request.

Staff also plan to discuss the possibility of developing a task force to help inform and support the design development process to create the vision for the future of the Community Activity Center with the planned improvements. The task force will also be a resource for the engagement of community and elected officials for support of a 2025 State of Minnesota bonding request.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments:

8.1A BROOKLYN PARK NEEDS ASSESSMENT SURVEY

Brooklyn Park User Group Survey

Ballard*King & Associates (B*K) was contracted by the City of Brooklyn Park, MN to administer an online survey. B*K is a recreation facility planning and operations firm based in Denver, CO. As a firm B*K has worked with the City of Brooklyn Park on two different occasions as they have studied different indoor recreation opportunities. As a firm, B*K brings an independent, third-party perspective to this data collection and analysis. B*K receives no financial benefit based on the direction that the City chooses to pursue regarding future indoor recreation amenities.

This survey was distributed by the City to user groups that either currently use or could use City of Brooklyn Park indoor recreation facilities. The survey was administered via the Survey Monkey platform and responses were gathered representing 33 different organizations. Within the Survey Monkey platform B*K was able to limit the number of responses per IP address to one, to prevent an individual or group of individuals from skewing the data. Of the 33 respondents, not every respondent answered every question. Thus, some results below will have varying totals by question when a respondent skipped answering a question.

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EXECUTIVE SUMMARY

The survey had a robust response with 33 organizations submitting information. Organizations that responded had varying participation between recreational and competitive programs. Recreational program participation ranged from 0-600 individuals, with one possible outlier organization of 6,000 individuals. Competitive program participation ranged from 0-1,200 individuals, with one possible outlier organization of 6,000 individuals. B*K attempted to validate the outlier but was unable to make contact with the group.

Most percentages of responses on questions are based upon the number of organizations that responded to a given question. As an example, if three organizations responded to a question, with two answering “growth” and one “stability”, the percentage of “growth” answers would be 66.7% and “stability” answers would be 33.3%. In some cases, evaluating the median may provide more useful insight. The median is the value in the middle of a data set, meaning that 50% of data points have a value smaller or equal to the median and 50% of data points have a value higher or equal to the median.

- Membership/Participation:
 - 73% of organizations reported their membership/participation had grown over the past 5 years and 27% reported their membership was stable. No organizations reported a decline in participation.
 - 77.8% of 27 Court Organization Respondents reported growth.
 - 50.0% of 6 Ice Organization Respondents reported growth.
 - 91% of organizations reported projections of growth for their organization and 9% projected stability. No organizations projected a decline in participation. Organizations reported basing their projections upon their organization’s participation numbers, growth, and local trends.
 - 96.3% of 27 Court Organization Respondents projected continued growth.
 - 66.7% of 6 Ice Organization Respondents projected continued growth.
- Residency: 54% of organizations reported 50% or more of their members/participants were Brooklyn Park Residents. Three organizations reported 100% of participants were Brooklyn Park Residents: Power Circle, Park Center Traveling Basketball, and the Next Level. There were 15% of organizations that reported that under 25% of their participants/members were residents.
 - The median membership percentage of 27 Court Organization Respondents that are Brooklyn Park Residents is 50%.
 - The median membership percentage of 6 Ice Organization Respondents that are Brooklyn Park Residents is 20%.
- Facilities: A variety of facilities, both Brooklyn Park and non-Brooklyn Park were utilized by the organizations. The full list can be viewed in Appendix B.

- Rental Hours: The total hours rented per month by all organizations was 2,848 and the total additional hours desired by all organizations was almost the same, at 2,517.
 - The median hours rented per month as reported by 24 Court Organization Respondents is 24.0.
 - The median hours rented per month as reported by 5 Ice Organization Respondents is 130.6.
- Desired Additional Times: When asked to quantify what days/hours would be most desirable for additional rental hours, Monday-Friday from 5:00-7:00pm was the most desired, followed by Monday-Friday from 7:00-9:00pm with a slight decrease. These preferences were followed by Saturdays from noon-5pm, Sundays from noon-5pm, and Saturday mornings until noon being desirable. There was extremely limited interest in some time slots, such as Monday-Friday mornings before noon, Sundays 9pm and later, Saturdays 9 pm and later, and Sunday Mornings from 6-8am.
 - More detail is available in Question 7.
- 79% of organizations responded they would like to implement additional programs yet cannot due to limitations in space, while 21% responded they did not want additional program space.
 - 83% of 24 Court Organization Respondents reported they would like to implement additional programs and need space.
 - 60% of 5 Ice Organization Respondents reported they would like to implement additional programs and need space.
- 91% of organizations responded they had challenges with having access to the desired space or facility, while 9% did not have challenges. The responses were identical relating to having access during desired times.
- Organizations shared additional information about their needs that can be viewed within the body of this report.
- Organizations shared contact information that is separate from this report in an Appendix C, in order to maintain privacy in public distribution.

B*K feels that it is important to note that many municipalities are experiencing challenges with accommodating the quantity of indoor space requests they receive from user groups. It can be said that it would be cost prohibitive, if not impossible, to build the size of facilities that would meet the peak demand from organizations. Additionally, while school district facilities were once a common and viable option for renting indoor spaces (gymnasiums, pools, cafeterias, etc.) the availability of those spaces has decreased dramatically. School district policies have changed over time, resulting in both a reduction in community use hours and certain locations no longer being available for community usage. This not a criticism of the public school system, but as their internal programs have increased in depth and breadth, in a very positive way, so has their usage of their own facilities, causing a decrease in availability for outside user groups.

Based on the most recent data collected in 2023 by the National Sporting Goods Association and publicly released in May of 2024, the following “indoor” activities have experienced an increase in participation in the past 10 years.

• Cardio Fitness Training	78.1	to	95.1 million
• Strength Training	59.8	to	74.5 million
• Basketball	23.7	to	24.2 million
• Boxing	3.4	to	5.3 million
• Exercise Walking	104.3	to	110.2 million
• Gymnastics	5.4	to	6.1 million
• Hockey (ice)	3.4	to	3.5 million
• Ice/Figure Skating	8.3	to	9.0 million
• Pickleball	1.7	to	9.9 million
• Pilates	5.5	to	6.7 million
• Table Tennis	9.9	to	12.9 million
• Volleyball	10.2	to	10.9 million
• Weightlifting	34.0	to	36.8 million
• Wrestling	2.9	to	3.6 million
• Yoga	29.2	to	30.7 million

During the same 10-year period, the following indoor activities have experienced a decline in participation.

• Cheerleading	3.6	to	3.5 million
• Exercise w/ Equipment	55.1	to	52.9 million
• Martial Arts/MMA	6.3	to	6.0 million
• Swimming	45.9	to	44.9 million
• Work Out @ Fitness Club	35.9	to	29.1 million

Many organizations face questions regarding “how much is enough” with respect to recreation facilities, be it for courts, gymnasiums or ice sheets. When data and demand are analyzed, typically there exists excess demand for prime times (such as after school/work and weekend times) and a lack of demand for non-prime times. As such, balance is necessary for a sustainable business model. If facilities are built to meet the prime-time usage demand, they will not have sufficient usage and corresponding revenue during non-prime times to result in a sustainable business model with sufficient revenue to balance expenses. Correspondingly, if there is a significant lack of facilities such that usage demands are not at all accommodated (within reason), this can have an adverse impact on user groups and growth. Cities need to carefully analyze their budgets not only with regard to the cost to construct additional recreation facilities, but the ongoing rise in operating costs that will impact future budgets, including fixed supplies, staffing and utility rate increases over time. Otherwise, there is a risk that either future costs will not be sustainable to the City or there will need to be such significant user fees and rental rate increases that it will no longer be sustainable for the end user.

Based on annual data collected by the National Recreation and Park Association from their member institutions, a community the size of Brooklyn Park could support the following indoor spaces.

- 4.6 Pickleball Courts
- 3.4 Multiuse Courts (basketball, volleyball, etc.)
- 3.0 Basketball Courts (standalone)

Considering this data, combined with the input received through the survey, B*K would recommend the following.

- 2 Full-Size Basketball Courts (minimum). There is a strong possibility that two basketball courts would meet the demands of the Parks & Recreation Department. However, many of the user groups engaged would have limited access to such a facility.
- 4 Full-Size Basketball courts (optimal). This would allow the Parks & Recreation Department to meet their demand and expand offerings, accommodate a significant portion of the user groups engaged, and allow for drop-in play. Such a configuration would allow for the incorporation of an elevated walk/jog track of significant size. The other benefit of a facility of this size, is that it could also accommodate up to 8 cross-court volleyball courts, and as many as 12 pickleball courts. In terms of 4 basketball and 8 volleyball courts, this would place the City in a position of being able to host local to small regional competitions, which would have a positive economic impact on the community.

USER GROUP DEMOGRAPHICS:

Organization Names:

Question 1. Organization Names: Responses were submitted on behalf of 33 organizations.

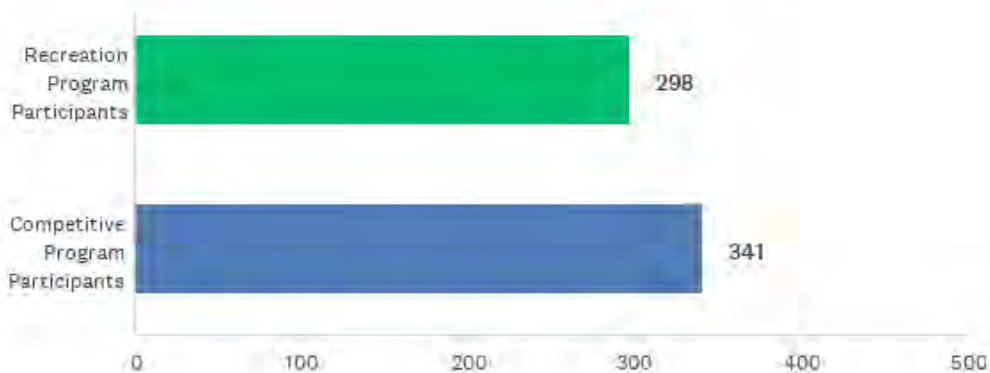
- Anderson Goaltending
- Brooklyn Park Athletic Association - Basketball
- Champlin Park High School Athletics
- CPYHA
- Dhilljrfoundation.org
- E7 United
- Forward Thinking Foundation
- Foundation Elevation
- Heritage Youth Sports Foundation
- Honored 2 Help
- Janice Marie Davis House 4 Dreams
- Minneapolis Northwest Tourism
- Minnesota CHILL Foundation INC
- MN Blades
- Mn diamond elite
- Mn Spartans
- MN Wrongfully convicted judicial reform
- Mystics Hockey
- Osseo Hoopsters
- Osseo Maple Grove Hockey Association
- Park center traveling basketball
- Power circle
- Prep Network LLC
- ROYBA
- Strength Group
- The Next Level
- The village bp
- Three Rivers Figure Skating Club
- Tko drumline and KnockOut Dance Team
- Turf politics
- Twin cities basketball academy
- YMCA
- Youth And Families Determined To Succeed, Inc

Participant Numbers:

Question 2. Organizations reported the following participant numbers:

	Recreation Program Participants	Competitive Program Participants
Total Current Participants	8,633	11,251
Average Number of Participants	298	341
Median Number of Participants	40	50

Q2 What are your current membership numbers for....



This information can be further broken down between court user organizations and ice user organizations as follows:

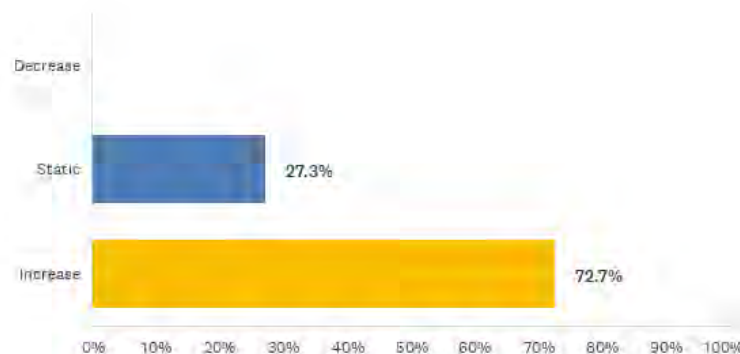
	Court Organization Recreation Participants	Court Organization Competitive Participants
Total Current Participants	8,040	9,275
Average Number of Participants	335	344
Median Number of Participants	40	50
	Ice Organization Recreation Participants	Ice Organization Competitive Participants
Total Current Participants	593	1,976
Average Number of Participants	119	329
Median Number of Participants	25	217

Membership Trends:

Question 3: In accessing each organization's membership trends for the past five years, the vast majority (approximately 72%) reported growth and the remaining organizations reported stability (approximately 27%) in registration numbers. There were no organizations that reported a decrease in membership over the past five years.

- *Note: the North Metro Youth Hockey Association dissolved at the end of the 2022-2023 hockey season. Players within the former North Metro Youth Hockey Association boundaries are now assimilated into either the Osseo-Maple Grove Youth Hockey Association or the Champlin Park Youth Hockey Association.*

Q3 What has the trend of your organization's membership numbers been over the past five years?



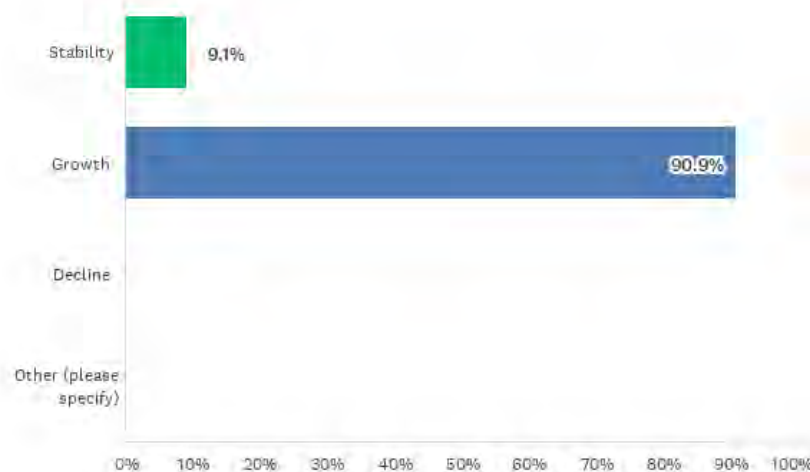
This information can be further broken down between court user organizations and ice user organizations as follows:

	Court Users *27 Organization Respondents	Ice Users *6 Organization Respondents
Decrease	0.0%	0.0%
Static	22.2%	50.0%
Increase	77.8%	50.0%

Future Membership Projections:

Question 4: Similar to reports on the past five years, the vast majority of organizations (over 90%) reported they anticipated growth in future registration numbers, with the remaining organizations reporting they projected stability (approximately 9%). No organizations reported anticipating a decline in registrations.

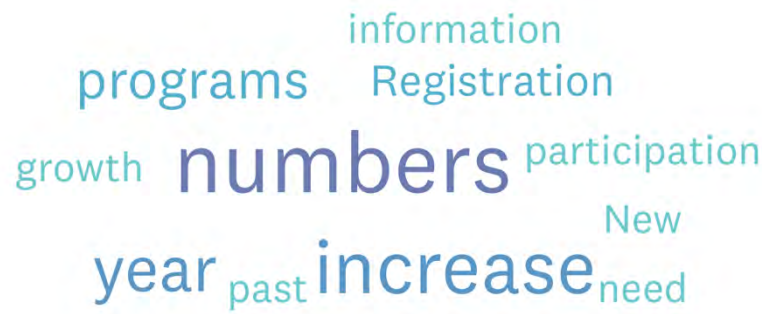
Q4 Does your organization anticipate stability, growth or decline in your future registration numbers?



This information can be further broken down between court user organizations and ice user organizations as follows:

	Court Users *27 Organization Respondents	Ice Users *6 Organization Respondents
Stability	3.7%	33.3%
Growth	96.3%	66.7%
Decline	0.0%	0.0%

Question 5: In asking each organization what data or information they based their answer to Question 4 on, many reported it was based upon their organization's participation numbers, growth, and local trends. The following word cloud illustrates terms used by respondents, with larger words indicating more frequent mentions. A full list of responses is included in Appendix A.



Residency:

Question 6: Organizations were asked “What percentage of your members are Brooklyn Park residents?” Responses varied, with 55% of the organizations reporting that 50% or more of their members were Brooklyn Park Residents. More clarity is provided below. Of note: 3 organizations reported that 100% of their members were residents: Power Circle, Park Center Traveling Basketball, and the Next Level.

	Number of Organizations Responding	Percentage of Organizations of the 33 Respondents
None (0%)	4	12%
1%-24%	5	15%
25-49%	6	18%
50%-69%	7	21%
70% or more	11	33%

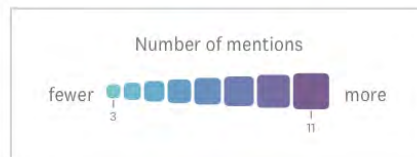
This information can be further broken down between court user organizations and ice user organizations as follows:

	Court Users <i>*27 Organization Respondents</i>	Ice Users <i>*6 Organization Respondents</i>
Average Percentage of Brooklyn Park Residents	53.1%	23.3%
Median Percentage of Brooklyn Park Residents	50.0%	20.0%

USAGE:

Facilities:

Question 7: Organizations were asked which facilities they used, including both Brooklyn Park and non-Brooklyn Park facilities. The following word cloud illustrates answers from respondents, with larger words indicating more frequent mentions. A full list of responses is included in Appendix B*.



*4 Organizations did not respond to this question.

Rental Usage & Desires:

Question 8: Organizations were asked “In a typical month, about how many hours does your organization typically rent?” A summary of responses is below*:

Total Hours Rented by All Organizations Per Month	2,848
Average Hours Rented Per Organization Per Month	98
Median Hours Rented Per Organization Per Month	24

*4 Organizations did not respond to this question.

This information can be further broken down between court user organizations and ice user organizations as follows:

	Court Users *24 Organization Respondents	Ice Users *5 Organization Respondents
Total Hours Rented Per Month	2,195	653
Average Hours Rented Per Month	91.5	130.6
Median Hours Rented Per Month	24.0	27.0

Additional Rental Hours Desired:

Question 9: Organizations were asked “In a typical month, about how many **more** hours of facility space would you like to rent?” A summary of responses is below*:

Total Additional Hours Desired Per Month by All Organizations	2,517
Average Additional Hours Desired Per Month Per Organization	87
Median Additional Hours Desired Per Month Per Organization	20

*4 Organizations did not respond to this question.

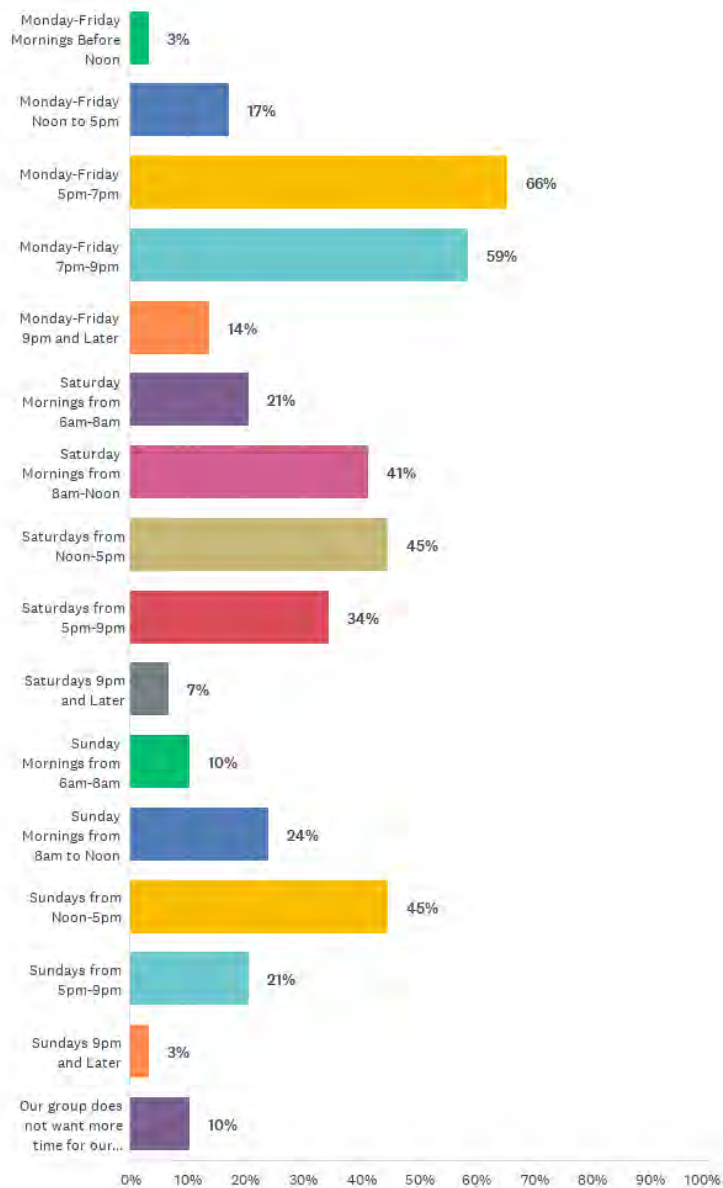
This information can be further broken down between court user organizations and ice user organizations as follows:

	Court Users *24 Organization Respondents	Ice Users *5 Organization Respondents
Total Additional Hours Per Month Desired	2,293	124
Average Additional Hours Per Month Desired	99.7	24.8
Median Additional Hours Per Month Desired	20.0	4.0

Days & Times Desired for Additional Rental Hours

Question 10: Organizations were asked “What days/times would your organization like to have more time for programs/practices?” *

Q10 What days/times would your organization like to have more time for programs/practices?



*4 Organizations did not respond to this question.

ANSWER CHOICES	RESPONSES	
▼ Monday-Friday Mornings Before Noon	3%	1
▼ Monday-Friday Noon to 5pm	17%	5
▼ Monday-Friday 4pm-5pm	0%	0
▼ Monday-Friday 5pm-7pm	66%	19
▼ Monday-Friday 6pm-7pm	0%	0
▼ Monday-Friday 7pm-9pm	59%	17
▼ Monday-Friday 8pm-9pm	0%	0
▼ Monday-Friday 9pm and Later	14%	4
▼ Saturday Mornings from 6am-8am	21%	6
▼ Saturday Mornings from 8am-Noon	41%	12
▼ Saturdays from Noon-5pm	45%	13
▼ Saturdays from 5pm-9pm	34%	10
▼ Saturdays 9pm and Later	7%	2
▼ Sunday Mornings from 6am-8am	10%	3
▼ Sunday Mornings from 8am to Noon	24%	7
▼ Sundays from Noon-5pm	45%	13
▼ Sundays from 5pm-9pm	21%	6
▼ Sundays 9pm and Later	3%	1
▼ Our group does not want more time for our activities.	10%	3

* 4 Organizations did not respond to this question.

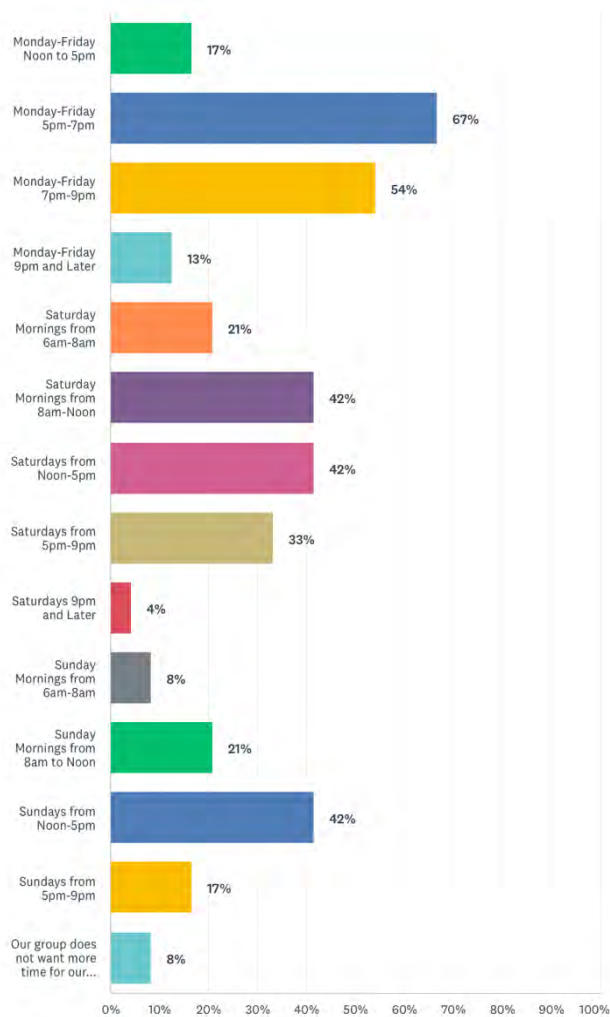
This information can be further broken down between court user organizations and ice user organizations as follows:

Court Users (24 Organization Respondents)

Key Differences:

No requests for SUN after 9pm

Extremely limited request for after 9pm SAT

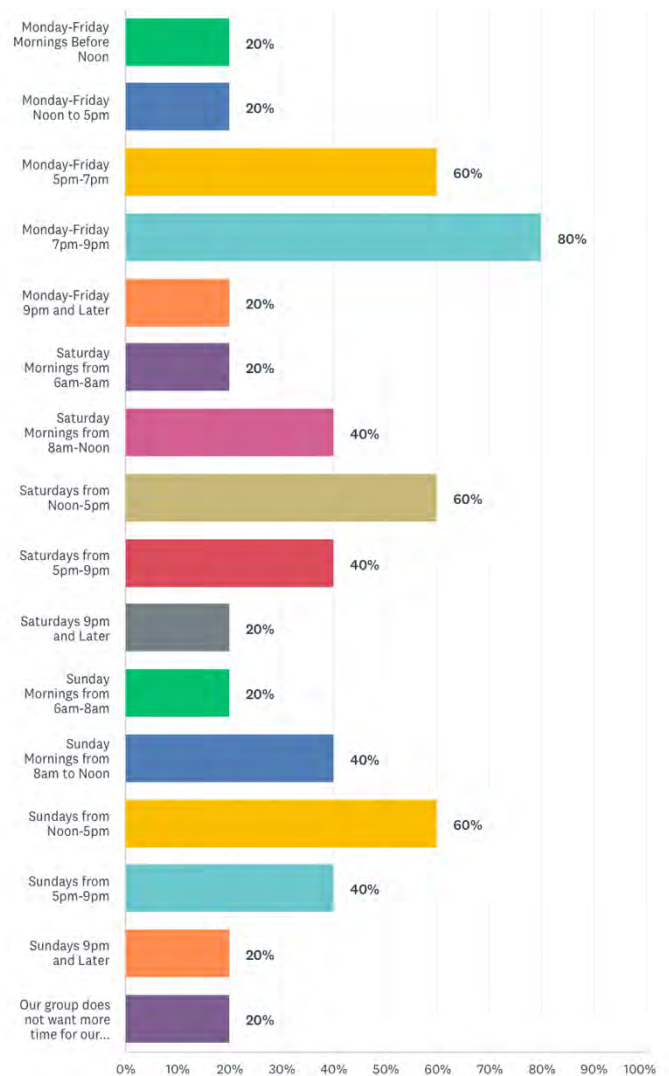


Ice Users (5 Organization Respondents)

Key Differences:

Request for MON-FRI before Noon

Slight increase in requests for after 9pm

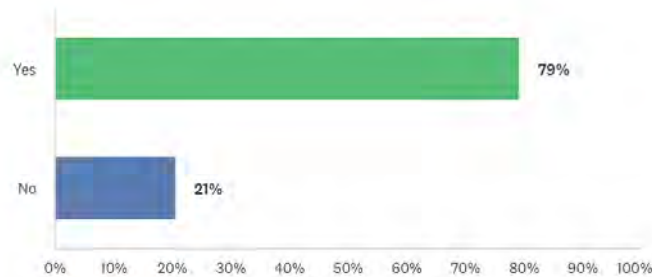


Space Limitation:

Question 11: Organizations were asked “Does your organization want to implement additional programs but cannot due to limitations in space?” *

Does your organization want to implement additional programs but cannot due to limitations in space?

Answered: 29 Skipped: 4



ANSWER CHOICES	RESPONSES	
Yes	79%	23
No	21%	6
TOTAL		29

* 4 Organizations did not respond to this question.

This information can be further broken down between court user organizations and ice user organizations as follows:

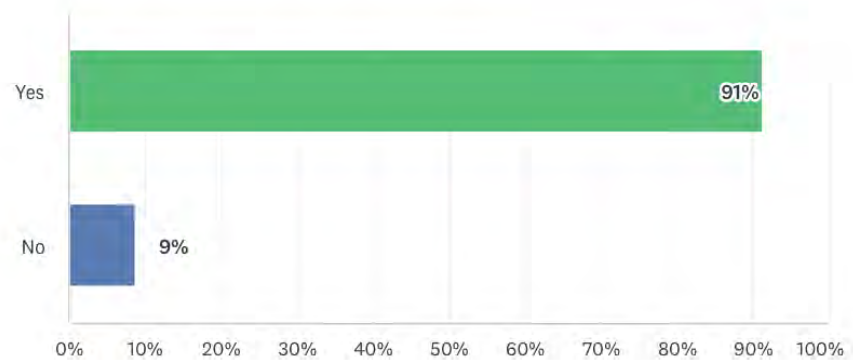
	Court Users *24 Organization Respondents	Ice Users *5 Organization Respondents
Yes	83%	60%
No	17%	40%

CHALLENGES:

Space: Question 12: Organizations were asked “Is one of your organization's challenges having access to an appropriate space or facility?”* .

Is one of your organization's challenges having access to an appropriate space or facility?

Answered: 23 Skipped: 10



* This question was only posed to the 23 organizations that responded to Question 11 that they wanted to implement additional programs but could not due to limitation in space.

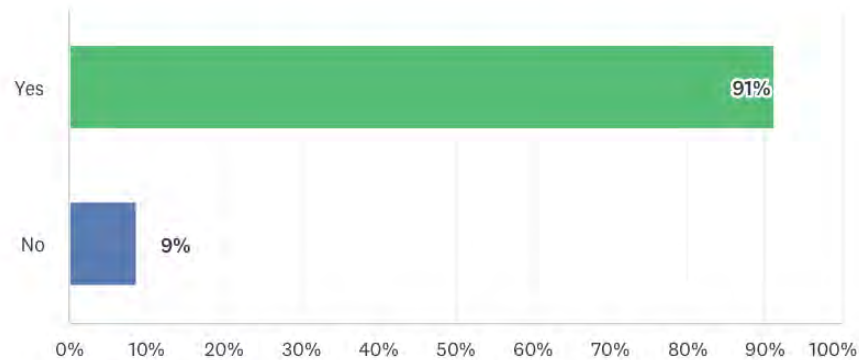
This information can be further broken down between court user organizations and ice user organizations as follows:

	Court Users *20 Organization Respondents	Ice Users *3 Organization Respondents
Yes	95%	67%
No	5%	33%

Times: Question 13: Organizations were asked “Is your organization's challenges having access to appropriate use times?*

Is your organization's challenges having access to appropriate use times?

Answered: 23 Skipped: 10



**This question was only posed to the 23 organizations that responded to Question 11 that they wanted to implement additional programs but could not due to limitation in space.*

This information can be further broken down between court user organizations and ice user organizations as follows:

	Court Users *20 Organization Respondents	Ice Users *3 Organization Respondents
Yes	95%	67%
No	5%	33%

OTHER COMMENTS:

Question 14: Organizations were asked “What else would you like us to know about your organization's program rental space needs?” 22 organizations responded as follows:

- We serve the underserved in the community and take a violence prevention approach we identify the peak hours of crime and try to feel that time for them
- Non profit organization
- There is 100% not enough gym space for our children in Brooklyn park. We need more gyms available. We need prices to stay the same or be subsidized. Our children deserve access to basketball courts to keep them healthy and out of trouble. We do not have enough space as it is and are begging for more access.
- Thankfully with two rinks we have enough access to facility, would want more off-ice space (storage, off ice training (dance like space). The sport of figure skating does not follow City boundaries. Skating clubs are few and far between; and our club has regional inclusivity with 80% of its membership from Brooklyn Park, Champlin, Crystal, Maple Grove, Plymouth, Anoka, St. Francis, Minneapolis, Big Lake and Coon Rapids. This club is the closest for skaters in any of these communities. With extreme demands on ice time, and several uses of that ice; skating clubs have efficiently formed to serve a community greater than just the city boundaries.
- Many of our challenges come from not having a consistent space to run programming as well as necessary funding. We have done major events bringing community together for 3+ years, and our founder is born and raised in Brooklyn Park with a pure heart to serve the community. We love the community, and try our best to serve it on a consistent basis with our very limited resources. We’ve served thousands at a time furnish our many events throughout the year.
- That’s it
- Building empowering our youth Community in sports
- Growth numbers, means needing additional space
- The more the better
- We service families who have Disability needs .
- We are looking for grant writers
- There are many summer programs and clinics that could happen with the potential of this rental space.
- We would also like to have the opportunity to rent out full day (either on a random weekend or summer weekday)
- Right now, majority of our programs have been in St. Paul since 2016, because they are no spaces for us to implement in Brooklyn Park. We run a fitness program for kids after school

and in the summer. All with Spring and summer sports programs. All with parent empowerment workshops and a tech workforce program.

- More space would give more kids an opportunity to participate in programs.
- Ideally, we are looking for space to be able to provide youth and parent programming simultaneously.
- If we have more access to space courts and class room, we will have more access and time with the youth to be able to focus on other programming geared towards education and mental health. Basketball is the attraction but education and mental health is what keeps the athletes in a good headspace to be successful.
- "The cost of gym space that we have to rent through ISD#279 is up to \$5 per hour, per gym this past season, but I have been informed the price is going to be going up \$1 a year until they are at \$10 an hour. If the school district truly does that, we will not be able to afford gym time unless that cost is put back on our families. We have a pretty significant scholarship fund that aids upwards of 80 families each year to help keep it affordable for their kids to play basketball. If gym time continues to increase, we won't be able to provide as many scholarships to our families as well. We have also been informed that ISD#279 will be taking some of the schools we use ""offline"" which limits access for our basketball program as well.

*Just a note about the # of hours provided. Our winter program runs mid-October to Mid-March, then spring runs April - June. We had over 2500 hours at the schools listed for the winter season. The spring season is much smaller, and we're only using Brooklyn Middle School Mon-Fri in the evenings. More exact numbers can be provided if needed."

- Our biggest challenge is the desire of our members to have more ice time. Do we 'need' it to survive? No....would it be nice to have? Yes.
- Champlin Park Athletics would love to have more dome time etc... for lacrosse, baseball and softball
- We would love the ability to book bulk ice deals
- We greatly appreciate the great customer service and flexibility we get when scheduling ice.

OTHER PROGRAMS:

Question 15: Organizations were asked “Are there other programs that you know of that need space in Brooklyn Park? If yes, would you provide the name and contact information?”

- Forward thinking, Power Circle, Minnesota Retro athletics,
- Matt Mattson, Champlin Park High School Activities Director
Mathew.Mattson@ahschools.us, 763-506-6821, Jackson Middle School and Champlin Park High School Archery team - Craig Lindgren and Ryan Best, Craig.Lindgren@ahschools.us(763) 506-5235, One of the largest middle and high school teams in the state. Need space to host competitions.
- Yes forest Radio
- I don't know the name and contact but BPAA does not have a volleyball league for elementary aged and beyond kids the way that CDAA does. All of our Brooklyn Park kids need to go to another city for that. Also with boys volleyball being added to high school sports it could be as big as BPAA basketball.
- Man up club, Forward Thinking, Honored to Help, Osseo Hoopsters, BP Lions Club, TKO drumline, multiple Churches
- TKO Drumline, Crossfire Volley
- I have been told that they will be a new basketball program coming to Brooklyn Park due to an association is splitting up. This association has many kids that live in Brooklyn Park and will be coming with the new basketball.
- "Gain Elite, Sean Whitlock, 651 335-5793"
- Maximum Impact Training. Isaac Anderson ianderson090@gmail.com

ORGANIZATION INFORMATION:

Contact Information of the Organization:

Question 16: Please see separate Appendix C.

Does the Organization Have a Website:

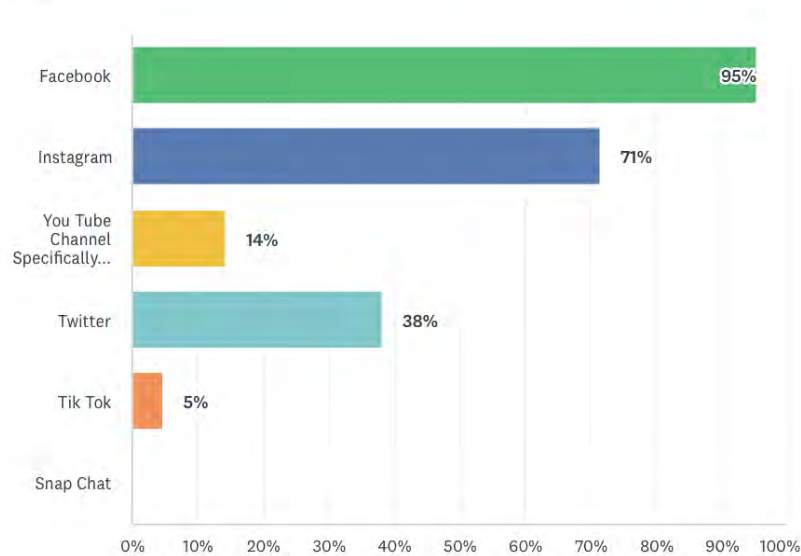
Question 17: Please see separate Appendix C.

Organization Social Media Channels

Question 18: “Does your organization have any of the following social media channels which you utilize for communication with your organization, the public, etc.?”

Does your organization have any of the following social media channels which you utilize for communication with your organization, the public, etc?

Answered: 21 Skipped: 12



There were 21 organizations that responded to Question 18.

Appendix A

- Rise in participation numbers nationally
- Na
- Registration
- Trends
- TRFSC has seen growth in the last 5 years as well as growth from the feeder programs at Champlin, Brooklyn Park and Maple Grove Skating Schools
- The increase we've experienced in sign ups in every event, or program we have established.
- My own
- Registry
- Past & Present + Currently
- New Housing Developments
- Access to resources increasing
- There is a huge need in the community for our services
- During the summer months I get more kids cause school is out
- The numbers increase each year and we have a waiting list each year
- Intake data sheet shows that by 2025 we will have double the amount of families
- Number of participants in our program
- From my information
- Increased staff need for youth based and adult based athletic programs
- The track the scholars and players that we serve each year.
- For the last 5 years our numbers continue to grow
- The past 10 years our programs participation grows by 15%. Unfortunately we cap our program at \$175 because of finding gaps and the increase of families in need of participation scholarships. We cap our program limits to
- Registration data
- Number of girls at tryouts
- New event
- N/A
- We have to turn down participants due to lack of gym space
- Our registration numbers year over year since covid have been coming back quite strong. We use a tool to collect registration information for our players, so I have the historic information from past registrations to show this increase.
- Growth in the population of Maple Grove plus recruitment efforts in BP
- The number of students signed up for activities
- New programs and tournaments continue to be successful.
- Increased ice booking and increased visibility
- We are a hockey team with a set number of skaters.
- Previous 4 year numbers

Appendix B

- High schools and community centers across the metro
- Basketball courts
- BP Dome and N1 Motion
- "Brooklyn middle
- Park center high
- North view middle school
- Various elementary schools"
- Brooklyn Park Community Activity Center, Champlin Ice Forum, Maple Grove Ice Rink
- None. Will be using North Hennepin Community College
- Zanewood Recreation Center, The Man Up Club, Living Word Christian Center, Community Activity Center
- 905 4th st
- North commons park
- Brooklyn Park Recreation center
- Pineta, adrenaline, pitch 2 pitch, furniture and things
- YMCA, Libraries
- Parks, apt community rooms
- High schools in the metro
- Brooklyn Park library and Episcopal Church
- North Minneapolis And more
- Osseo High School
- Crystal and maple grove community center, schools, lifetime and la fitness
- Grace Church, Benjamin E Mays, Capitol Hill School, Hazel Park and Fair School.
- "Northview Middle School
- Legacy Hoops Academy"
- "Brooklyn Center High school track and recreations center. Our YFDS Wellness Center, 4371 Winnetka Ave. N. New Hope
- Minneapolis Sports Center, University of Minnesota Fieldhouse."
- Maple Grove Community Center, Crystal Community Center, Forest Elementary, Robbinsdale Community Gym, Hiawatha Academy, & Central Park BP
- North High school and the Midtown YWCA
- Brooklyn Middle School, North View Middle School, Park Center High School, Zanewood Rec Center, Woodland Elementary, Edinbrook Elementary, Crestview Elementary, Park Brook Elementary, Palmer Lake Elementary, Garden City Elementary, Birch Grove Elementary, Monroe Elementary, Fair Oaks Elementary, Armory Gym at the CAC
- BP CAC, Velocity 3v3, Maple Grove Community Center, Osseo Ice Arena
- CPHS Athletic Fields, Champlin Forum, Brooklyn Park Arena, Brooklyn Park Dome
- Brooklyn Park Ice Arena
- Brooklyn Park and Richfield Ice Arena